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
06/25/2019
5:30 PM

WORKSHOP

4:00 P.M. FISCAL YEAR 2019-2020 BUDGET

HEARING

5:35 P.M. - PUBLIC HEARING - CONTINUED PROPOSED FISCAL YEAR BUDGET 2019-2020 (Item #19)

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION OF SCHOLARSHIPS FOR ACADEMIC EXCELLENCE TO: Kaela Gilmore Butts (Centennial High), Dennis Johnson (Compton High) and Karina Salcido (Dominguez High)- Councilwoman Emma Sharif and Republic Services

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. JUNE 11, 2019

CITY CONTROLLER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOFTWARE AND LICENSING SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO ADASTRAGOV FOR LABOR COSTING MODULE PROPRIETARY SOFTWARE ($42,500.00)

CITY MANAGER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR CONVERGINT TECHNOLOGIES LLC FOR THE UPGRADE, SERVICING AND MAINTENANCE OF THE CITY-WIDE CAMERA SURVEILLANCE SYSTEM ($250,000)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO FIFTY TWO CONSULTING INC. TO UPGRADE THE MICROSOFT EXCHANGE (EMAIL) ENVIRONMENT TO EXCHANGE 2019 ($24,250)

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO THE COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL FOR ANIMAL CONTROL SERVICES TO THE CITY OF COMPTON FOR THE REMAINDER OF FISCAL YEAR 2018-2019 ($28,000)

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATED TO THE PARKING CITATION PROGRAM ($32,500)

GENERAL SERVICES

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BROWN CONSTRUCTION AND DEVELOPMENT FOR REPLACING THE ROOFTOP HVAC PACKAGE UNITS AT KELLY PARK AND WILSON PARK ($53,995.96)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR CITY WIDE APPLIANCE A/C & HEATING REPAIR FOR REPLACING THE ROOFTOP PACKAGED UNITS AT THE OLD DOLLARHIDE CENTER LOCATED AT 1108 NORTH OLEANDER AVENUE ($120,220.00)

RISK MANAGEMENT

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2019-2020 AND AUTHORIZING AN ACTUARIAL STUDY ($1,576,952.51)

WATER DEPARTMENT

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR GENERAL PUMP COMPANY FOR REPAIRS TO WELL NO. 15 ($79,826.74)

REGULAR AGENDA

CITY MANAGER'S REPORT

12. REQUEST FOR USE OF CITY COUNCIL CHAMBERS BUILDING FOR DR. W. JEROME FISHER, ESTEEMED PASTOR EMERITUS OF GREATER ZION CHURCH FAMILY TO LIE IN HONOR ON JUNE 27, 2019 FROM 12:00 P.M. TO 6:00 P.M. **(ACTION ITEM)**

13. RECONSIDERATION OF 2019 FIREWORKS APPLICATIONS

14. ACCEPTING THE RETIREMENT OF CITY MANAGER CECIL RHAMBO EFFECTIVE JULY 7, 2019 **(RECEIVE AND FILE)**

15. POWER POINT PRESENTATION - PUBLIC WORK'S WEEKLY REPORT UPDATE

UNFINISHED BUSINESS

16. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY AND CONSOLIDATED DISPOSAL SERVICE, LLC, THROUGH ITS WHOLLY OWNED SUBSIDIARY, REPUBLIC SERVICES, INC., FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES, MAKING A DETERMINATION OF EXEMPTION FROM CEQA IN CONNECTION THEREWITH, AND TAKING CERTAIN RELATED ACTIONS **(SECOND READING)**

17. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 21-1 OF CHAPTER XXI OF THE COMPTON MUNICIPAL CODE RELATING TO INTEGRATED WASTE MANAGEMENT, MAKING A DETERMINATION OF EXEMPTION FROM CEQA IN CONNECTION THEREWITH, AND TAKING CERTAIN RELATED ACTIONS **(SECOND READING)**

18. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON INCREASING RATES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES, MAKING A DETERMINATION OF EXEMPTION FROM CEQA IN CONNECTION THEREWITH, AND TAKING CERTAIN RELATED ACTIONS **(SECOND READING)**

NEW BUSINESS

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A CONTINUING RESOLUTION BY EXTENDING THE FISCAL YEAR 2018-2019 BUDGET THROUGH JULY 31, 2019

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON JUNE 4, 2019

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENT'S 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH SOUTH COAST EMERGENCY VEHICLE SERVICE FOR MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS ($30,000.00)

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO MOTOROLA SOLUTIONS FOR THE PURCHASE OF RADIOS (PORTABLE, MOBILE, STATION & CONSOLETTE) TO REPLACE THE FIRE DEPARTMENT'S CURRENT COMMUNICATION/RADIO SYSTEMS ($515,000)

24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AGREEMENT AND ISSUE A PURCHASE ORDER TO QUINN CAT FOR THE PURCHASE OF TWO (2) MODEL 908M WHEEL LOADERS WITH INDUSTRIAL GRAPPLE BUCKET FOR THE PUBLIC WORKS DEPARTMENT ($237,317.54)

25. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR TV PRO GEAR FOR AUDIO AND VIDEO EQUIPMENT UPGRADES ($323,689)

26. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR THE COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL FOR ANIMAL CONTROL SERVICES TO THE CITY OF COMPTON FOR FISCAL YEARS 2019-2020 THROUGH 2023-2024 ($1,000,000.00)

27. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER IX OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 9-27 GOVERNING THE ISSUANCE OF PERMITS TO ENGAGE IN FILMING ACTIVITIES (MOTION PICTURES, TELEVISION AND PHOTOGRAPHIC PRODUCTIONS) WITHIN THE CITY **(FIRST READING)**

28. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 7-20 (CAMPING, SLEEPING AND/OR STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY) OF THE COMPTON MUNICIPAL CODE **(FIRST READING)**

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 7/2/2019 @ 5:30 P.M.

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

JUNE 11, 2019

The Compton City Council meeting was called to order at 4:12 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present – McCoy, Sharif, Brown
Council Members Absent – Zurita, Galvan (*Entered the meeting at 4:25 p.m.)*

Other Officials Present: C. Cornwell, A. Godwin, D. Sanders, C. Rhambo, Jr.

4:00 P.M. 2019-2020 BUDGET WORKSHOP – The Fiscal Year 2019/2020 Budget workshop was held, and the following departments offered power point presentations: Community Development, Code Enforcement, Parks and Recreation, General Services, Human Resources and Career Link. The power-point presentations are on file and available for review in the City Clerk's Office.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. COMMENDATORY PRESENTATION PRESENTED TO DR. LINDA HOLIFIELD KENNEDY (Councilwoman Tana McCoy)

The Mayor and City Council presented **Dr. Linda R. Holifield-Kennedy, Sr. Medical Advisor to Homeland Security,** proudly honoring and recognizing her for the countless hours of public service, research, planning, teaching, and dedicated service she has given to the families of the Compton community as well as families of the entire Nation.

Dr. Holifield-Kennedy attained a Medical Degree from the University of New York, an MPA Degree from John Hopkins University, and a B.S. Degree in Cellular Biology from UCLA, among other commendations, certificates, and acknowledgements from various educational and professional institutions.

The Mayor and City Council and the citizens of Compton expressed their heartfelt gratitude to Dr. Linda Holifield-Kennedy for her dedicated service and outstanding accomplishments.

Dr. Linda Holifield Kennedy thanked the City Council and the citizens of Compton for the prestigious award and honor. Dr. Holifield Kenned stated that she is truly thankful and humbled and offered a special thanks to her parents; Cleve and Ruth Holifield, and her aunt and uncle Benjamin and Emily Hart-Holifield, for always encouraging her and the rest of the family members to follow their dreams. Dr. Holifield stated that she is proud to say she was born and raised in Compton and is a product of the outstanding Compton Unified School District.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, addressed the City Council regarding the Fiscal Year 2019/2020 Budget, and requested that the City Council budget for a receptionist to answer the telephone lines at City Hall. Mr. Ray also requested that the city budget for the Compton Christmas Parade as well as provide funding for the critical and necessary personnel to run the Office of Emergency Management. Mr. Ray concluded by stated that the Transit Center should contain a bus station.

Carlos Acevedo, President-Latino of the Chamber of Commerce, confirmed that he is the President of the Latino Chamber, adding that the Board of Directors has not authorized anyone else to speak for them or represent the Latino Chamber of Commerce. Mr. Acevedo presented documents to prove his claim and requested a confirmation statement from the city for his records.

Benjamin Holifield, Founder/President-Compton Business Chamber of Commerce, expressed his joy and pride that the City Council acknowledged his niece, Dr. Linda Holifield Kennedy, for her outstanding accomplishments and dedication to the Compton community. Mr. Holifield stated that his job is to grow vegetables with the youth of the community as well as promote the city and

improve the growth of the business community. Mr. Holifield requested that the Skills Center at the YAL Center be reopened, indicating that the youth need a place for computer access to continue to work on acquiring job skills.

Linda Haas Kreman, representing Phantom Fireworks, stated that she represents Sunshine Community Resource Center and All Families Matter, Inc. adding that both organizations applied for lottery permits prior to the April 1st deadline, and both organizations were drawn randomly. Ms. Kreman then stated that her office attempted to turn in additional documents on June 2, 2019, however, they were not accepted by the Compton City Clerk. Ms. Kreman further indicated that she contacted the City Attorney which directed her once again to the City Clerk, but to no avail. Ms. Kreman requested that the City Council please re-consider approving the applications of these two organizations.

Saul Figueroa, El Nido Family Centers, acknowledged Councilmember Tana McCoy for her outstanding service to the community. Mr. Figueroa then stated that for over 20 years he has been servicing the youth and their families as Program Manager of El Nido adding that it gives him great pleasure to say that he lives in the community where he works. Mr. Figueroa introduced an Advocacy Group of young parents and indicated that they wish to become involved in city government and assist in improving their lives as well as the City of Compton. Mr. Figueroa concluded by thanking Dr. Linda Holifield Kennedy for the great work she has performed and advocating for children and families of the community.

Reyna Lopez, El Nido Family Centers, addressed the City Council regarding the Youth Advocacy Program, which was formed to insure the youth are able to have their voices heard and advocate for themselves on issues that affect their lives. Ms. Lopez further indicated that the organization wishes to partnership with leadership and build support for the program.

Ashley, El Nido and Compton Youth Leadership, invited the community to attend a Learning Conference on June 21, 2019 at Compton Community College from 9 a.m. to 1 p.m. There will be several workshops relating to school readiness, information regarding trauma care and workshops for parents of children from age 0 to 5 years. Food will be provided and parking is free.

Elvino Zule, El Nido, invited the community to participate in the 5K Run sponsored by Councilmember Tana McCoy on June 22, 2019, beginning at 7 a.m. on the campus of Centennial High School and concluding at the Compton Towne Center. There will vendor booths, food, and fun for the entire family. For additional information contact El Nido at (310) 605-5612.

Barbra Keys, Compton resident, stated that the community needs only one Chamber to represent the city. Ms. Keys noted that the telephone system for City Hall must be upgraded because many residents have expressed that they are unable to contact the departments when they call the city, adding that anyone wishing to do business with the city also have a difficult time getting through to the proper department. Ms. Keys then suggested that the city's Fire Department perform inspections of all the apartment buildings to make certain that the safety latches on the security bars are operational. Ms. Keys concluded by stating that the Black and Brown communities deserve dignity and respect, from the businesses and city administration, adding that we all must have a vision and improve the great City of Compton.

Navalene Smith, Compton resident, stated that 3 years ago she moved to Compton to make a difference, indicating that last year, her organization proposed a return to society re-entry plan for the incarcerated by offering a second chance work program. Ms. Smith further stated that she met with City Manager Rhambo, who suggested that she develop a business plan, prior to her receiving a lease agreement with the city. Ms. Smith indicated that her organization developed a business plan, however, the plan was never presented to the City Council for consideration.

Gilda Blueford, Compton resident, thanked Councilmember Janna Zurita for her 8 years of public service and congratulated the newly elected and re-elected officials. Ms. Blueford stated that at the previous City Council meeting, Public Works Director Wendell Johnson implied that Compton has a Project Manager on staff. Ms. Blueford requested that the city introduce this Project Manager, so that he/she will be able to address the community.

Will Scott, Compton resident, addressed the functioning of the city and further stated that the infrastructure must be updated as the City is decaying. Mr. Scott urged the Council to provide funding in the FY2019/2020 Budget to update Career Link as the department is essential to the residents.

Rodney Lister, Compton resident, questioned the budget of the City Attorney, City Clerk and City Treasurer; indicating that he would like to see all of the budgetary document items. Mr. Lister also indicated that he did not see anything in the proposed budget for the IT Department, noting that the entire system needs to be updated. Mr. Lister stated that he was a part of CETA Job Program in 1979 and it changed his life. Thusly, he urged the City to continue to upgrade the Career Link Department for the youth of the community.

(*Galvan left the meeting at 6:55 and returned at 6:59 p.m.)*

Karen Collins Lewis, Compton resident, questioned the citizens review and participation in hiring of city personnel, indicating that the community would like to be more involved in the hiring practices of the city. Ms. Collins then informed the Council that members of the Code Enforcement Department are biased and rude.

Mayor Brown informed the community that the Personnel Board provides guidance, oversight and support to the Human Resources Department, under the civil service requirements as directed by the City Charter. Mayor Brown then invited the residents to attend the meetings of the Personnel Board, whereby they will have an opportunity to ask questions and become involved with the process. Mayor Brown further indicated that the city is working on a hotline to improve customer service and experiences in City Hall.

Janice Jackson, Compton resident, commented that at the previous City Council meeting, Councilman Galvan stated it was important for him to travel to Miami to attend the National Conference of Latino elected officials. Ms. Jackson then commented that District 2 contains African Americans, Latinos, and Caucasians who elected Councilman Galvan, who took an Oath to represent them here in Compton; however, he is often absent, late, or constantly in and out of the City Council meetings. Ms. Jackson then stated that an election was held and the people have spoken and they now demand that the Council put their personal feelings aside and conduct the city's business.

Maria Villareal, Latino Chamber of Commerce, thanked the residents for attending the meeting and speaking from the heart, adding that the community must learn to work and pray together. Ms. Villareal addressed the issue of the two Latino Chambers of Commerce, indicating that the city did not give her an opportunity to explain her situation. Ms. Villareal then stated that she was very proud when Aja Brown was elected as Mayor in 2013, further indicating that she will continue to work with city officials to improve the City of Compton.

Michael King, Compton resident, addressed the building on Spring and Compton Boulevard indicating that the transients in the area are very disruptive. Mr. King then indicated that he sent an email to the city regarding the rodent infestation in the area.

Mayor Brown indicated that the building is scheduled for demolition and the city will reach out to the residents and provide pest control assistance.

Rev. Frederick Gordon, Greater Zion Church Family, invited the community to a Father's Day Brunch on June 15, 2019 at Greater Zion Church Family, 2408 N. Wilmington Avenue from 9 a.m. to 1 p.m. There will be break-out sessions designed to empower the Dads and families, and free food and entertainment. Rev. Gordon then reminded the Council that the streetlight in front of Burger King on Alameda and Compton Boulevard is still out. Rev. Gordon commented that during the last election, the people have spoken in a unified manner to improve the City of Compton.

Meisha McCoy, Compton resident, questioned why no funds were allocated for the Compton Christmas Parade and further requested that the parade be funded for 2019. Ms. McCoy commented that there are no entertainment programs in the city and urged the Council to provide funding for youth programs such as the Compton Campfire site. Ms. McCoy concluded by informing the Council that the Compton Sheriff's Department has been harassing her family.

Mayor Brown informed Ms. McCoy that a Parks and Recreation Summer Resource Guide is highlighted on the city's website and available at city parks and the Dollarhide Community Center. Mayor Brown commented that she also has experienced unfavorable contact with the Sheriff's Department which has not been addressed.

Keisha Stewart, Compton resident, stated that for several weeks, signs have been posted on the 1900 block of North Riddle indicating 'no parking' zones to allow for road construction, however, construction rarely takes place. Ms. Stewart then informed the Council she just happened to park her vehicle on the street when the construction company finally decided to begin work, and her vehicle was cited and towed. Ms. Stewart then indicated that recently, she parked her vehicle on the street as no construction was taking place, however, she received another citation. Ms. Stewart requested assistance from the city regarding this matter.

Lynn Boone, Compton resident, thanked Housing Director Delmonsha Green for assisting the homeless in the community. Ms. Boone then addressed agenda item number 11 (60 months for a lease at the Transit Center) indicting that an item such as this calls for a public hearing to allow the community to speak and ask questions. Ms. Boone then noted that the City Council are the voices of the people and must vote in the best interest of the citizens of Compton.

Joyce Kelly, Compton resident, suggested that the city introduce the various department heads and their deputies to the community. Ms. Kelly inquired about the funds allocated for the city-wide camera system and concluded by requesting that the city restore funding in the FY 2019-2020 Budget for the Compton Christmas Parade.

Mayor Brown informed the community that the city will work in conjunction with the various Chambers to develop resources to fund the Compton Christmas Parade and other scheduled Winter activities, such as the food giveaways and Breakfast with Santa.

F. Hernandez, Compton resident, commented that the 91 Freeway on and off ramps, are better but not the best. Mr. Hernandez suggested that the city create a two-year survey plan of action. He further suggested that Compton College partner with Career Link to develop a work/study training program, whereby the students will be allowed to participate in the street rehabilitation projects. Mr. Hernandez then questioned why the lead Code Enforcement Officer does not have handcuffs, but carries around a firearm.

Mayor Brown acknowledged and congratulated **Councilwoman-elect Michelle Chambers.**

Jackie Venters, Compton resident, expressed the need for gang intervention in the city, which is crucial in fighting crime. Ms. Venters commented that gang intervention was addressed in Measure 'P' and must be funded to assist those working to bring peace to our community. Ms. Venter also noted that gang intervention was at Career Link which is very valuable to the community.

Jennifer Beasley, Creator and Host of Compton's Open Mic Sessions, invited the residents who wish to showcase their talents to attend the next Open Mic session. Ms. Beasley indicated that her program is entering its 2nd year of highlighting various forms of artistic expression including music, theater, dance spoken word and other forms of cultural art. The next Open Mic will be held on June 27, 2019 at 7 p.m. at the Dollarhide Community Center, 301 N. Tamarind Avenue, Compton.

5:30 P.M. - PUBLIC HEARING - FIREWORKS APPLICATION APPROVAL/DENIAL (Item #7)

On motion by McCoy, seconded by Galvan, the hearing was opened at 7:32 p.m. by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita

City Clerk Alita Godwin presented a Staff report stating that in 2006, the City of Compton passed Ordinance No. 2,138, approving a lottery system to select charitable organizations, associations, or corporations to obtain a permit to sell safe and sane fireworks. Pursuant to Compton Municipal Code Section 22-2, applicants desiring to obtain a permit for the sale of fireworks in the City of Compton shall make an application for a permit through the City Clerk's Office between March 1st and April 1st. A random drawing is held on the second Tuesday in May. There is only one (1) licensed fireworks stand per every eight thousand (8,000) residents not to exceed fifteen (15). For 2019 there are 8 slots available for firework stands. The successful applicant shall hold the fireworks stand for two (2) years, providing all additional requirements are met.

City Clerk Godwin further indicated that there were seventeen (17) applications submitted; Thirteen (13) applicants were allowed to participate in the lottery and two (2) were disqualified from participation and two (2) applicants are second year participants. The random drawing for the 2019 Firework stands was conducted on May 14, 2019 in the City Clerk's Office. Pursuant to Compton Municipal Code 22-2.4(c), any applicants failing to file **ALL** required documentation by April 1st will be disqualified for consideration**.**

The following applicants are outside of City's boundaries, and were disqualified for lottery consideration: Rancho Dominguez Athletics and West Coast Rebels.

The results of the lottery are as follows:

1. Trinity Ministry Outreach
2. Pentecost Temple Ministries
3. Compton Bears Youth Football
4. Phi Beta Sigma Fraternity
5. KDS & Associates
6. New Holy Trinity Baptist Church
7. Light of the World Community Church
8. Christ First Baptist Church
9. All Families Matter, Inc.
10. Light of the World C.O.G.I.C.
11. Sunshine community Resources Organization Center
12. Victory Outreach
13. Latino Chamber of Commerce
14. First Charity Missionary Baptist Church

City Clerk Godwin added that Dominguez Samoan Congregational Christian Church and Curry Temple Christian Methodist Church are in their second year and not included in the lottery process.

Pursuant to Compton Municipal Code Section 22-2.6, staff is recommending denial of the following lottery participants due to ineligibility:

1. Trinity Ministry Outreach Church (unable to identify officer in Compton, and verify net proceeds).
2. Pentecost Temple Ministries (unable to identify officer in Compton, written authorization not signed by CUSD)
3. Phi Beta Sigma (No written authorization or membership list)
4. New Holy Trinity Baptist Church– (net proceeds not spent in Compton)
5. Light of the World Community Church– (net proceeds questionable and principle place of business.)
6. Christ First Baptist Church (not all proceeds spent in Compton and unable to identify officer in Compton).
7. All Families Matter (No application, written authorization, Fire Marshall permit, no stand location, officer not identified and no non-profit status provided)
8. Sunshine Community Resource (No application, written authorization, unable to identify officer in Compton)
9. Latino Chamber of Commerce (No application or written authorization).
10. First Charity Missionary Baptist Church (No application, no written authorization, membership list is less than the required 35).
11. Dominguez Samoan Congregation Christian Church (unable to identify net proceeds, officer in Compton, membership list is less than the required 35)

12. Curry Temple Christian Methodist Church (No membership list, unable to verify net proceeds).

City Clerk Godwin further stated that Staff recommends that the City Council deny the applicants for fireworks stands as stated above. Consequently, Staff's recommendation is that the following organizations be approved: **Compton Bears Youth Football & Cheer, KDS & Associates and Victory Outreach.**

PUBLIC COMMENTS REGARDING THE HEARING

Robert Ray, urged the City Council to ban all fireworks in the City of Compton, citing the numerous individuals injured from their usage.

Linda Hass, Phantom Fireworks, declared that a representative from her company attempted to submit application documents on June 3, 2019, however, they were not allowed to do so. Ms. Hass stated that she has proof that Sunshine Community Resources Organization Center and All Families Matters, Inc. submitted their paper work on time, and further requested that the City Council approve fireworks sales for both organizations.

There being no further comments, It was moved by McCoy, seconded by Galvan the hearing was closed at 7:43 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita

City Clerk Godwin indicated that she provided the City Council with copies of the application documents she received. Ms. Godwin further stated that she did not receive documents from Sunshine Community nor All Families Matter, Inc. and further indicated that All Families Matter is from the City of Inglewood.

City Clerk Godwin recommended that the City Council approve the applications for fireworks stands for: Compton Bears Youth Football &Cheer; KDS & Associates and Victory Outreach.

City Attorney Craig Cornwell informed the City Council that out of an abundance of caution, the City Clerk submitted the matter to his office for review, and further indicated that he stands by the City Clerk's recommendations.

WAIVER OF AGENDA ORDER

On motion by Galvan, seconded by McCoy, the order of the agenda was, by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita

FIREWORKS STAND APPROVAL

7. **FIREWORKS APPLICATION APPROVAL/DENIAL**

On motion by Galvan, seconded by McCoy, the City Council approved the Fireworks Stand applications for Compton Bears Youth Football &Cheer; KDS & Associates and Victory Outreach by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita

CONSENT AGENDA

Councilmember Sharif requested that agenda item number 5 be voted on separately.

APPROVAL OF MINUTES

MAY 21, 2019 (***Approved***)

HUMAN RESOURCES

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN TO INCLUDE THE CLASSIFICATION SPECIFICATIONS OF PURCHASING MANAGER (***Approved Resolution Number 25,035***)

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN TO INCLUDE THE CLASSIFICATION SPECIFICATIONS OF CONTRACT COMPLIANCE OFFICER (***Approved Resolution Number 25,036***)

On motion by McCoy, seconded by Galvan, the consent agenda was approved by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS AND ESTABLISHING A SALARY RANGE FOR THE POSITIONS OF LEAD PARKING CONTROL OFFICER AND LEAD SECURITY OFFICER (***Approved Resolution Number 25,037***)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN TO REVISE THE CLASSIFICATION SPECIFICATIONS FOR THE POSITION OF FIREFIGHTER

It was moved by McCoy, seconded by Galvan, for discussion.

Councilmember Sharif raised concerns that the words “highly desirable” which were stricken from the Distinguishing Characteristics portion of the job description for Firefighter, and questioned whether this would prohibit certain individuals from applying for the position.

Daniel Salazar, Compton Firefighter Local 2216 Vice President, informed the City Council that the primary purpose for amending the Firefighter classification specification is to remove the required qualification of being a reserve Firefighter. Currently, the city’s Fire Department does not have a reserve program nor the Explorer program. Mr. Salazar further indicated that the Union sat down for negotiations with the city for the Explorer and Reserve programs with hopes that the programs will be funded and that Compton Community College would function as a sponsored education institute for the Firefighter Academy.

After further discussion, Councilmember McCoy withdrew her motion and Councilman Galvan with his second and the item was withdrawn from the agenda.

REGULAR AGENDA

CITY MANAGER'S REPORT

8. POWER POINT PRESENTATION – PUBLIC WORK’S WEEKLY

Wendell Johnson, Public Works Director, gave the weekly presentation stating that the left-hand turn traffic signal pole on Wilmington and Greenleaf has been set and the signal is functioning. He further reported that the 13-01 Project is approximately 60% completed in District 1. Mr. Johnson stated that there will be a couple minor change orders involved in the project which is on schedule and will be completed by the end of July.

Mr. Johnson further stated the 18-01 Project is still in the data collection and utility notification phase. The soil mechanics have taken their borings at 40 different locations and running tests on the soil, sub-base and asphalt to determine the design sections, adding that preliminary design sections should be available in approximately three weeks.

Councilperson Sharif expressed her frustration that no one could provide her with a completion date for the projects.

Mayor Brown requested that the city devise a proposed schedule for all active public works projects under construction.

UNFINISHED BUSINESS

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XXIII OF THE COMPTON MUNICIPAL CODE TO AMEND SECTION 23-1 (WATER CODE) TO ADOPT THE STATE'S MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) (Second Reading)

On motion by McCoy, seconded by Galvan, the reading of the ordinance in full was waived by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita

On motion by Galvan, seconded by McCoy, **Ordinance Number 2,308** entitled '**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XXIII OF THE COMPTON MUNICIPAL CODE TO AMEND SECTION 23-1 (WATER CODE) TO ADOPT THE STATE'S MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO)** was adopted by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES ON AN AS-NEEDED BASIS FOR THE PUBLIC WORKS DEPARTMENT ($228,700.00)

On motion by McCoy, seconded by Galvan, **Resolution Number 25,038** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES ON AN AS-NEEDED BASIS FOR THE PUBLIC WORKS DEPARTMENT'** was adopted by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIXTY (60) MONTH LEASE AGREEMENT WITH THE LOS ANGELES COUNTY METROPLITAN AUTHORITY FOR CITY-OWNED PROPERTY LOCATED AT 310 NORTH WILLOWBROOK AVENUE

It was moved by Galvan, seconded by McCoy, for discussion.

City Attorney Craig Cornwell reported that there are two restrictions placed on this property and both restrictions derive from the type of funds used to develop the property, such as tax-exempt bonds which were used for a portion of the construction. With that restriction, the city must analyze that we remain within the guidelines of federal tax law requirements. There was an analysis performed regarding the proposed potential use, and this use satisfies the requirements. Attorney Cornwell further stated that the two primary candidates as tenants, under this restriction, will be a governmental entity or a 501(c)(3) non-profit organization. Private uses for this building would require an additional analysis. During the construction of the property, the city used grant funds from L.A. Metro in the amount of $3,299,000, adding that the total amount used was $15 Million. With the use of the $3.2 grant from L.A. Metro, there was a public transportation dedication. The project includes the building, bus bays, improvements to Willowbrook Avenue and various other areas that make up the Transit Center; thusly, the funds used constitute a proportional dedication. Attorney Cornwell further commented that the proposal is for a 60-month lease, along with a 60-month extension, so the potential is for a ten-year lease. If after the first five-year term or the second five-year term, Council should decide to have a different tenant, an additional analysis would be required.

Resolution Number 25,039 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIXTY (60) MONTH LEASE AGREEMENT WITH THE LOS ANGELES COUNTY METROPLITAN AUTHORITY FOR CITY-OWNED PROPERTY LOCATED AT 310 NORTH WILLOWBROOK AVENUE'** was adopted by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita

COUNCIL COMMENTS

City Clerk Godwin announced that she had received several phone calls and text messages inquiring about her plans to resign. Ms. Godwin reported that she has no plans to retire on June 30, 2019 and further emphasized that she is extremely thankful and blessed and is looking forward to her 37th year of serving the citizens of Compton.

Councilperson Galvan offered the following communications/announcements:

- Invited the community to attend a Father's Day Brunch at the Dollarhide Community Center on June 16, 2019 from 11 a.m. until 1 p.m. – there will be free food and entertainment and fun for the entire family.

Councilperson McCoy offered the following communications/announcements:

- Invited the community to attend her Town Hall Meeting on June 13, 2019 beginning at 6 p.m. at Burrell/Macdonald Park, 2516 W. Alondra Blvd., -- there will be a presentation from the Community Development Department, Public Works and Deputy Owens will provide a community update.

(*Councilman Galvan exited the meeting at 8:34 p.m.*)

- Invited the community to attend her 5K Run on June 22, 2019 beginning at 7 a.m. on the campus of Centennial High School and concluding at the Compton Towne Center—contact Venita Alsenat at 310-605-5612 for additional information.

- Announced that she will be co-hosting a record clearing/expungement clinic in conjunction with Assemblyman Mike Gipson on June 28, 2019 from 9 a.m. to 1 p.m. at the Dollarhide Community Center---contact: Venita Alsenat at 310-605-5612 or Assemblyman Mike Gipson's Office at (310) 324-6408.

- Invited the community to attend the Town Hall Meeting to discuss Reparations at Holy Chapel Baptist Church, 1016 East Rosecrans on June 15, 2019 beginning at 11 a.m.

- Adjourn in memory of **Mary Alice White** and **Georgia Mae Whitley.**

Councilperson Sharif offered the following communications/announcements:

- Thanked the entire Compton community for their support and encouragement during the last election season and further stated that she is honored and grateful for the opportunity to continue to serve the entire Compton community.

- Announced that the Greater Los Angeles Career Fair will be held on June 13, 2019 from 11 a.m. to 2 p.m. at Crowne Plaza Los Angeles International Airport, 5985 W. Century Blvd., Los Angeles.

Mayor Brown offered the following communications/announcements:

- Invited the community to attend the ***"My Dad is Dope"*** Father's Day Luncheon hosted by Trap Kitchen and other organizations, celebrating deceased, absent and incarcerated Dads at Roy Campanella Park, 14812 S. Stanford Avenue, Compton.

- Invited the community to attend the next **'Open Mic'** event to be held on June 27, 2019 beginning at 7 p.m. at the Dollarhide Community Center, 301 N. Tamarind Avenue. There will various genres of art and entertainment segments, including spoken word poetry, singing, dancing and other cultural events for the enjoyment of the community.

- Commended and congratulated Dr. Keith Curry and the entire administration of Compton Community College for their success in reacquiring their full accreditation.

- Requested that the city review the postage budget to ensure that city correspondence, publications and notices to residents will be provided for in the 2019/2020 Budget. Mayor Brown expressed her desire to improve communication to all households in Compton.

- Invited the community to participate in the Compton Initiative and assist with the clean-up and beautification of the Compton community on June 20, 2019 beginning at 7 a.m. --- visit: justdogood.org for additional information.

ADJOURNMENT

On motion by McCoy, seconded by McCoy the meeting was adjourned in memory of **Mary Alice White** and **Georgia Mae Whitley** at 8:43 p.m. by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita, Galvan

CITY CLERK OF THE CITY OF COMPTON **MAYOR OF THE CITY OF COMPTON**

June 25, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RAFAELA T. KING, CITY CONTROLLER
CITY CONTROLLERS DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOFTWARE AND LICENSING SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO ADASTRAGOV FOR LABOR COSTING MODULE PROPRIETARY SOFTWARE ($42,500.00)

SUMMARY

The adoption of the attached Resolution will authorize the City Manager to enter into a five (5) year software licensing service agreement and establish a purchase order in the amount of Forty-Two Thousand Five Hundred Dollars ($42,500.00) to AdastraGov for Labor Costing Module Proprietary Software for the first year of the contract FY 2018-19.

BACKGROUND

AdastraGov has brought together leading municipal finance minds, labor contract specialists, engineers, and designers to build innovative technological solutions to empower government agencies to more effectively negotiate with employees and labor groups by providing total transparency around the fiscal impact of costs associated with proposals during negotiations.

Co-founders Jasmine Nachtigall-Fournier and Ted Price saw how complicated and manual the labor costing process was, and how non-transparent and lengthy negotiations could be. They set out to build the Labor Costing Module, a cloud-based software platform that provides our clients with the ability to easily calculate the cost of a labor proposal, make changes to benefits on-the-fly, visualize results, and benchmark against other agencies, all in a trusted, standardized calculator. By facilitating easy communication of complex information to decision-makers and stakeholders, their firm has effectively increased efficiency and education towards transparent and effective negotiations.

The City of Compton employee data will be presented on the Labor Costing Module, a comprehensive dashboard with results easy to understand, analysis made easy, and calculations that can be trusted. The calculator makes illustrating the impact of labor proposals on budgets easy and transparent for boards,

councils, labor groups, and staff, while allowing the user to seamlessly create scenarios at the bargaining table.

The City of Compton will also get the added benefit of access to labor negotiation specialists to consult on usage of the product during negotiations in real time at the table to aid in specialized costing analysis. The City will also have access to these specialists for use as negotiators during session, if desired.

STATEMENT OF ISSUE

AdastraGov is a proprietary software. The AdastraGov software application (Labor Costing Module) was developed and is distributed solely by AdastraGov, Inc. No other vendor develops and distributes similar software applications which have the same functionality. These include instant costing of labor groups' proposals for new benefit packages using employee census data, interactive visualizations of the fiscal impact of these decisions, and meaningful benchmarking against comparable agencies.

Staff has researched to find additional companies that offer equivalent services. None were found that offer the same services that are specifically geared toward the complexities of municipalities, including labor contracts with public safety. AdastraGov currently is contracted with the State of California and other municipalities and is experienced with addressing unique concerns of local government.

Based on this information, along with GovInvest Inc.'s certification that they are a sole source provider, staff is recommending utilizing their software services for the City's unfunded pension liability and post-retirement healthcare benefit forecasting.

The total cost for the five (5) year Software Licensing Services Agreement, including, Onboarding, Implementation and annual software licensing fees is $123,464.33. The breakdown of the fees are as follows:

- Labor Costing Module:
  - $12,500 Onboarding (One-time)
  - $15,250 annual licensing fee (with 3% CPI inflator)
    TOTAL: $93,464 TCV (with Standard Onboarding)

- Other Possible Associated Costs:
  - $5,000 Data Service (One-time…if necessary)
  - $25,000 Modeling Current MOUs (One-Time…not to exceed)
  - **TOTAL:** $30,000 Implementation Fees

FINANCIAL IMPACT

Payment schedule for the five (5) year plan for the proposed software is as follows:

	FY 18-19*	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Labor Costing Module	$12,500.00	$15,250.00	$15,707.50	$16,178.73	$16,664.09	$17,164.01
Data Services	$5,000.00					
Modeling Current MOUs	$25,000.00					

** Onboarding and Implementation Fees*

The contract will start in FY 2018-19 upon City Council adoption. Staff has budgeted and will like to pay all onboarding and implementation fees from the 2018-19 Fiscal Year budget.

Annual licensing fees have been budgeted in the FY 2019-2020 so that the annual software agreement can run concurrently with City's Fiscal Year.

Funds have been appropriated in the Fiscal Year 2018-2019 annual budget as follows:

Account	Description	Amount
1001-650-000-4222	Computer Software	$42,500.00

Funds for Fiscal Years 2019-20 through 2023-24 will be appropriated during the budgeting process for those respective years as indicated in the chart above and a purchase order will be generated at the beginning of each fiscal year accordingly with fees charged to account 1001-650-000-4222.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

RAFAELA T. KING
CITY CONTROLLER

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOFTWARE AND LICENSE SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO ADASTRAGOV FOR LABOR COSTING MODULE PROPRIETARY SOFTWARE ($42,500.00)

WHEREAS, AdastraGov has brought together leading municipal finance minds, labor contract specialists, engineers, and designers to build innovative technological solutions to empower government agencies to more effectively negotiate with employees and labor groups by providing total transparency around the fiscal impact of costs associated with proposals during negotiations; and

WHEREAS, co-founders Jasmine Nachtigall-Fournier and Ted Price saw how complicated and manual the labor costing process was and how non-transparent and lengthy negotiations could be. They set out to build the Labor Costing Module, a cloud-based software platform that provides clients with the ability to easily calculate the cost of a labor proposal, make changes to benefits on-the-fly, visualize results, and benchmark against other agencies, all in a trusted, standardized calculator. By facilitating easy communication of complex information to decision-makers and stakeholders, their firm has effectively increased efficiency and education towards transparent and effective negotiations; and

WHEREAS, the City of Compton employee data will be presented on the Labor Costing Module, a comprehensive dashboard with results easy to understand, analysis made easy, and calculations that can be trusted. The calculator makes illustrating the impact of labor proposals on budgets easy and transparent for boards, councils, labor groups, and staff, while allowing the user to seamlessly create scenarios at the bargaining table; and

WHEREAS, the City of Compton will also get the added benefit of access to labor negotiation specialists to consult on usage of the product during negotiations in real time at the table to aid in specialized costing analysis. The City will also have access to these specialists for use as negotiators during session, if desired; and

WHEREAS, AdastraGov is a proprietary software with onboard and annual licensing fees. Their fees include onboard fees and annual licensing fees. The fees are as follows:

- Labor Costing Module:
  - $12,500 Onboarding (One-time)
  - $15,250 annual licensing fee (with 3% CPI inflator).
    TOTAL: $93,464 TCV (with Standard Onboarding).

WHEREAS, AdastraGov is a sole source provider. No other vendor develops and distributes similar software applications which have the same functionality as AdastraGov. These include instant costing of labor groups' proposals for new benefit packages using employee census data, interactive visualizations of the fiscal impact of these decisions, and meaningful benchmarking against comparable agencies; and

WHEREAS, staff has researched to find additional companies that offer equivalent services. None were found that offer the same services that are specifically geared toward the complexities of municipalities, including labor contracts with public safety. AdastraGov currently is contracted with the State of California and other municipalities and is experienced with addressing unique concerns of local government; and

WHEREAS, based on this information, along with AdastraGov's certification that they are a sole source provider, staff is recommending utilizing their software services for the City's labor costing forecasting; and

WHEREAS, the total cost for the five (5) year Software Licensing Services Agreement, including, Onboarding, Implementation and annual software licensing fees is $123,464.33. The breakdown of the fees are as follows:

- Labor Costing Module:
  - $12,500 Onboarding (One-time)
  - $15,250 annual licensing fee (with 3% CPI inflator)
    TOTAL: $93,464 TCV (with Standard Onboarding)

- Other Possible Associated Costs:
  - $5,000 Data Service (One-time…if necessary)
  - $25,000 Modeling Current MOUs (One-Time…not to exceed)
  - **TOTAL:** $30,000 Implementation Fees

WHEREAS, staff would like to pay all onboarding fees this Fiscal Year and begin annual fees on July 1, 2019 so that the annual software agreement can run concurrently with City's fiscal year; and

WHEREAS, funds in the amount of $42,500.00 for this expenditure are available in the Fiscal Year 2018-2019 annual budget in Account No. 1001-650-000-4222; and

WHEREAS, funds for Fiscal Years 2019-20 through 2023-24 will be appropriated during the budgeting process for those respective years as indicated in the chart above and a purchase order will be generated at the beginning of each fiscal year accordingly with fees charged to account 1001-650-000-4222.

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

Section 1. That the proposal/bid of AdastraGov Inc. is hereby accepted.

Section 2. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a Software Licensing Service Agreement between the City of Compton and AdastraGov, Inc for Labor Costing Module Proprietary Software.

Section 3. That funds for this expenditure in the amount of $42,500.00 are available in the 2018-2019 Fiscal Year budget of the City Controller Department in Account No. 1001-650-000-4222.

Section 4. That a purchase order in the amount of $42,500 is authorized to be issued for AdastraGov, Inc.

Section 5. That the payment schedule for the proposed software is as follows:

	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Labor Costing Module	$12,500.00*	$15,250.00	$15,707.50	$16,178.73	$16,664.09	$17,164.01

That funds for Fiscal Years 2019-20 through 2023-24 will be appropriated during the budgeting process for those respective years as indicated in the chart above and a purchase order will be generated at the beginning of each fiscal year accordingly with fees charged to account 1001-650-000-4222.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

June 25, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR CONVERGINT TECHNOLOGIES LLC FOR THE UPGRADE, SERVICING AND MAINTENANCE OF THE CITY-WIDE CAMERA SURVEILLANCE SYSTEM ($250,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year contract with Convergint Technologies LLC for the upgrading and repair of the City's camera surveillance equipment located on the roof of the Compton Courthouse, and preventive maintenance and service call repairs to the City-wide Camera Surveillance System infrastructure.

BACKGROUND

In 2007, in an effort to enhance security for its employees and the general public, the City initiated a City-wide Camera Surveillance and License Plate Recognition System. The City-wide Surveillance System was deployed in several phases with the initial phase occurring in 2007. While the system has been upgraded over time, some of legacy networking equipment from 2007 remains in use, as well as the initial License Plate Recognition ("LPR") deployed at Gateway Town Center, with six (6) original PIPS LPR cameras still in use.

In 2011, the City began an expansion of the 2007 surveillance system that included thirteen (13) City parks. Completed in two (2) phases, the expansion upgraded the 2007 Gateway Town Center installation and an expansion of the Gateway Town Center system as the shopping center grew. Then in 2014, the City expanded the system significantly to cover multiple intersection locations, as identified by the Los Angeles County Sheriff's Department, and also expanded the LPR component of the system. Part of 2014 City-wide expansion included integrating the Martin Luther King Transit Center camera system, and also utilizing the wireless infrastructure to support traffic flow information at multiple intersections to the Traffic Management Operations Center ("TMOC").

The City's Surveillance System has not been properly maintained and requires repairs and other attention to restore it to full functionality. Over seventy-five percent (75%) of the City's cameras are not functioning efficiently, which limits

the safety and security of the City's employees and citizens. The system is in dire need of upgrades, repairs and ongoing maintenance to restore the system to full functionality.

STATEMENT OF ISSUE

Although the City's Surveillance System has very robust capabilities and is comprised of high quality equipment, much of the system infrastructure has been neglected over the years and parts remain in disrepair. This neglect includes failed camera equipment, failed radios, failed NVR's and other equipment, as well as equipment that, although still functioning, is beyond the normal end-of-life. Additionally, there are oversaturation and antenna alignment issues with some radios, networking problems and line of sight difficulties.

Due to insufficient staffing, a lack of equipment and staff with sufficient expertise, it was decided that the City needed to partner with a qualified firm with the needed expertise, staffing and equipment to upgrade and repair the City's Surveillance System and maintain the system moving forward. Therefore, the Information Technology Services Division solicited proposals from qualified companies for: a) upgrading existing technical equipment on the Compton Courthouse roof; b) upgrading aggregation switches installed in 2007, which have not been supported since 2014; c) replacing the wireless link for the Gateway Towne Center to increase bandwidth with other associated wireless radios; and d) provide ongoing maintenance and servicing of the surveillance system for a proposed three (3) years. Only one (1) company presented a proposal – Convergint Technologies LLC.

Staff reviewed the proposal presented by Convergint Technologies LLC ("Convergint") and found it responsive to the needs of the City as concerns this project at a reasonable cost.

Convergint proposes to perform repairs and upgrades to the City's system on the Compton Courthouse roof at a cost of Eighty Six Thousand One Hundred Fifty Eight Dollars ($86,158.00); provide preventive maintenance to the City-wide surveillance system at a cost of Thirty One Thousand Six Hundred Forty Dollars ($31,640.00) for Year One, Thirty Two Thousand Five Hundred Ninety Dollars ($32,590.00) for Year Two and Thirty Three Thousand Five Hundred Sixty Eight Dollars ($33,568.00) for Year Three; and "on-call" service requests from the City at an hourly rate.

Convergint has been in business since 2001 and doing business in California since 2002, providing complex security installations for both the private and public sector including historical buildings. Convergint's project management team has extensive experience managing such projects with all senior project managers having appropriate education and certifications and over 20+ years of experience in the installation of security solutions. Convergint is authorized to resell and maintain all proposed products. Further, Convergint is a licensed C-10 firm allowing them to perform all high voltage and low voltage work required on this project.

ALTERNATIVE

None proposed at this time due to the dire need to move forward with this project. Without upgrades, repairs and maintenance support, the City's Camera Surveillance System equipment will at some point fail without available spare parts or support. The amount of downtime from these devices failing would be considered catastrophic.

FINANCIAL IMPACT

Funds in the amount of up to Two Hundred Fifty Thousand Dollars ($250,000.00) have been allocated in Account No. 1004 610 000 4269 (Measure "P") for this project.

RECOMMENDATION

Staff recommends that the attached Resolution be adopted.

**GARRY D. FRANCIS, ITS NETWORK ENGINEER
CITY MANAGER'S OFFICE**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR CONVERGINT TECHNOLOGIES LLC FOR THE UPGRADE, SERVICING AND MAINTENANCE OF THE CITY-WIDE CAMERA SURVEILLANCE SYSTEM ($250,000)

WHEREAS, in 2007, in an effort to enhance security for its employees and the general public, the City initiated a City-wide Camera Surveillance and License Plate Recognition System; and

WHEREAS, the City-wide Surveillance System was deployed in several phases with the initial phase occurring in 2007 and while the system has been upgraded over time, some of legacy networking equipment from 2007 remains in use, as well as the initial License Plate Recognition ("LPR") deployed at Gateway Town Center, with six (6) original PIPS LPR cameras still in use; and

WHEREAS, in 2011, the City began a two (2) phase expansion of the 2007 Surveillance System to include thirteen (13) City parks, upgrading of the 2007 Gateway Town Center installation and an expansion of the Gateway Town Center system as the shopping center grew; and

WHEREAS, in 2014, the City expanded the system significantly to cover multiple intersection locations, as identified by the Los Angeles County Sheriff's Department, and also expanded the LPR component of the system, additionally, part of 2014 City-wide expansion included integrating the Martin Luther King Transit Center camera system, and also utilizing the wireless infrastructure to support traffic flow information at multiple intersections to the Traffic Management Operations Center ("TMOC"); and

WHEREAS, over seventy-five percent (75%) of the City's cameras are not functioning efficiently, which limits the safety and security of the City's employees and citizens and over the years, the City's entire Surveillance System has not been maintained and is in dire need of upgrades, repairs and ongoing maintenance to restore the system to full functionality; and

WHEREAS, due to insufficient staffing, a lack of equipment and staff with sufficient expertise, it was decided that the City needed to partner with a qualified firm with the needed expertise, staffing and equipment to repair the City's Surveillance System and maintain the system moving forward; therefore, the Information Technology Services Division solicited proposals from qualified companies; and

WHEREAS, only one (1) company presented a proposal – Convergint Technologies LLC. Staff reviewed the proposal presented by Convergint Technologies LLC ("Convergint") and found it responsive to the needs of the City as concerns this project at a reasonable cost; and

WHEREAS, Convergint proposes to perform repairs and upgrades to the City's system on the Compton Courthouse roof at a cost of Eighty Six Thousand One Hundred Fifty Eight Dollars ($86,158.00); provide preventive maintenance to the City-wide surveillance system at a cost of Thirty One Thousand Six Hundred Forty Dollars ($31,640.00) for Year One, Thirty Two Thousand Five Hundred Ninety Dollars ($32,590.00) for Year Two and Thirty Three Thousand Five Hundred Sixty Eight Dollars ($33,568.00) for Year Three; and "on-call" service requests from the City at an hourly rate; and

WHEREAS, funding in the amount of up to Two Hundred Fifty Thousand Dollars ($250,000.00) have been allocated in Account No. 1004 610 000 4269 (Measure "P") for this project.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into three (3) year upgrade, repair, service and maintenance contract with Convergint Technologies LLC for the upgrading/repair of the City's camera surveillance equipment located on the roof of the Compton Courthouse roof, and preventive maintenance and service call repairs to the City-wide Camera Surveillance System infrastructure and establish an purchase order in an amount not-t-to-exceed Two Hundred Fifty Thousand Dollars ($250,000.00) for funding said upgrades, repairs and maintenance of the City-wide Surveillance System over the three (3) year contract term.

SECTION 2. That funding for this expenditure have been allocated in and will be taken from Account No. 1004 610 000 4269 (Measure "P").

SECTION 3. That a purchase order in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00) is authorized to be established for payments to be made to Convergint Technologies LLC for services provided in upgrading, repairing, servicing and maintaining the City-wide Surveillance System.

SECTION 4. That a copy of this Resolution shall be forwarded to the offices of the City Clerk, City Manager, City Controller, City Attorney and Information Technology Division.

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, 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 _____, 2019.

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

SERVICES CONTRACT
BETWEEN
CITY OF COMPTON
AND
CONVERGINT TECHNOLOGIES LLC

This **CONTRACT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **CONVERGINT TECHNOLOGIES LLC**, a Delaware Limited Liability Company (hereinafter referred to as **"CONTRACTOR"**) located at 1667 North Batavia Street, Orange, California 92867, (each a "Party" and collectively, the "Parties").

RECITALS

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.

C. City does not have the appropriate equipment or available personnel specifically trained and experienced to perform the services required and requires the services of a contractor trained, certified and experienced with the providing professional upgrading/repair, preventive maintenance and service call repairs to the current City-wide Camera Surveillance infrastructure.

D. Authorization to enter into this Contract is pursuant to Resolution No. _____, adopted by the City Council on _____, 2019.

WHEREFORE, the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as set forth below:

1.0 Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all professional, technical, clerical services, labor, materials, tools, equipment, transportation, utilities, telephone, etc., used by Contractor in connection with providing for the professional upgrading and repair of the City's camera surveillance equipment located on the roof of the Compton Courthouse, and preventive maintenance and service call repairs to the City-wide Camera Surveillance System infrastructure, as further discussed in Contractor's "Request for Proposal for Citywide Surveillance System Update", dated November 26, 2018, incorporated by this reference.

Task – Compton Courthouse Roof: The scope of services shall include, but not be limited to the following:

- Furnishing, installing, programming and commissioning specified material (within the "bill of materials")
- Upgrade existing equipment, including replacement of four (4) PTZ cameras with new 32X HD IP PTZ cameras, replacement of the Cisco switch in the IDF, replacement of the UPS in the IDF, replacement of the switch and UPS in exterior equipment cabinet, replacement of circuit breaker to equipment cabinet.
- Replace wireless link to the Gateway Towne Center with new Siklu 1GB capacity wireless radio
- Replace existing radios at Courthouse and Gateway Towne Center to upgrade link. Link will be registered with FCC
- Install, aim and focus all new cameras and radios, install new switched and UPS, install new network cabling and commission entire system for full turn-key solution

As further described in Contractor's "**Attachment – Reference: Courthouse Roof",** which is incorporated herein.

Task – Preventive Maintenance (Customer Support Program): The scope of services shall include, but not be limited to the following:

- Standard warranty against all defects in material and workmanship for one (1) year
- Bi-annual site visits to perform visual inspection and cleaning of all camera lenses/housing (i.e. City's existing 93 pan tilt zoom cameras, 15 fixed cameras, 7 LPR cameras – excluding 5 PTZ cameras and 21 LPR cameras along the Willowbrook corridor)
- Contractor's IT Specialist on-site in City for four (4) hours each month to provide additional preventive maintenance, network management, training or other IT functions relative to the City-wide Surveillance System

Task – "On-call" Service Request (Hourly Rates): For services requests from the City that are outside the scope of the Preventive Maintenance Program, fixed rates will be charged for personnel and equipment:

- On-site calls billed for a 2-hour minimum along with truck charge
- Remote services calls billed for 1-hour minimum
- Services requiring bucket truck require 2-man crew and truck charge

As further described in Contractor's **"Attachment – Preventive Maintenance & T&M Proposal, City-wide Video Surveillance System,** which is incorporated herein.

Contractor shall not perform any services that are outside of scope of the Preventive Maintenance Program, unless the Contractor has provided the City with a detailed listing of the services to be performed, the costs associated for such services, the time period required to complete the services, and the City has given written approval to proceed.

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

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

Any changes in the general scope of a task, whether initiated by City or Contractor, must be made in writing and accepted by the Parties. If the Parties believe that an adjustment to compensation or any scheduled completion dates is justified as a result of a significant change, the Parties will negotiate in good faith and agree to an adjustment to the services. Each adjustment to an assigned task shall detail the agreed changes to the applicable task, responsibility, duty, pricing, time line or other matters. The contract/task adjustment will become effective upon the execution of a Change Order by both Parties, and shall be made part of this Contract and the applicable agreed services adjustment. Contractor shall not incur any costs or modify its performance of the services based on the modifications set forth in a Change Order unless and until such Change Order is executed by the Parties. Should any contract/task adjustments result in exceeding the maximum compensation authorized for the three (3) year term of the contract, as specified in **Section 3.0,** below, authorization of the City's legislative body shall be required.

The manner and means used by Contractor to perform the services desired by City are at the sole discretion and control of 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 ("Applicable Laws"). 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 City's project and shall replace the personnel with another personnel of equivalent experience and qualifications.

Contractor warrants that all material supplied and services performed under this Contract complies with or will comply with Applicable Laws. City warrants that it shall use any deliverable provided by Contractor in accordance with and for purposes that comply with all Applicable Laws.

2.0 Term of the Contract:

The Contractor shall commence performance of the services upon Notification to Proceed from the City and continue in a diligent and professional manner to perform and execute the assigned tasks and agreed services to completion in a timely manner. The Parties shall agree, in writing, in advance as to the completion time for each assigned task and deliverable. This Contract shall terminate three (3) years after the commencement date, unless this Contract is extended or terminated earlier as provided herein.

3.0 Compensation:

The method of payment for this Contract shall be based on the following agreed pricing:

Task – Compton Courthouse Roof: $86,158.00

Task – Preventive Maintenance (Customer Support Program):

First Contract Year -	**$31,640.00**
Second Contract Year -	**$32,590.00**
Third Contract Year -	**$33,568.00**

Task – "On-call" Service Request (Hourly Rates):

Technician -	**$138/hour**
Specialist -	**$158/hour**
Truck Charge -	**$55/day**
Bucket Truck Charge -	**$200/day**

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of services for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **City Manager** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

For the services agreed to be performed pursuant to this Contract, it is understood between the Parties that the maximum compensation payable to the Contractor for all services to be performed pursuant to this Contract over the three (3) year term of this Contract is limited to the not-to-exceed amount of **Two Hundred Fifty Thousand Dollars ($250,000.00).**

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, including any noncancellable obligations incurred prior to 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 and materials associated with the performance of this Contract.

4.0 Key Personnel:

4.1 Contractor's Representative. Contractor hereby designates **__name___**, **___title____** 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.

4.2 City's Representative. City hereby designates the **City Manager** or his/her designee as City's Representative for this Contract.

5.0 Supervision of Services:

Contractor shall supervise and direct the services, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all services means, methods, techniques, sequences and procedures and for coordinating all portions of the services.

6.0 Safety:

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

6.1.2 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 any of the locations (i.e. "Site" or "Sites") where services are performed pursuant to this Contract;

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

.c The property located at the Site, whether or not said property or structures are part of the services or involved in the services.

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

6.1.4 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.

6.1.5 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.

7.0 Indemnity:

Contractor shall indemnify and save harmless the City**,** its officials, officers, employees, agents and volunteers (collectively hereafter the "CITY") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or

proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

8.0 Insurance:

8.1 Insurance Requirements. 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 8.0.

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 Contract 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 Contract.*** 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.

8.2 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 Contract. 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:

8.2.1 Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **One Million Dollars ($1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Services.

.a The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) contain any exclusions contrary to the Contract.

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any

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

8.2.3 Worker's Compensation. Worker's Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than **One Million ($1,000,000.00)** per accident for bodily injury and disease. Servicesers' 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.

8.3 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.

8.3.1 The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) shall be endorsed to provide the following:

.a 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 Contract.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c 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.

8.3.2 The policy or policies of insurance required by Section 8.2.2 (Automobile Liability) shall be endorsed to provide the following:

.a 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.

8.3.3 The policy or policies of insurance required by Section 8.2.3 (Worker's Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b 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.

8.4 Waiver of Subrogation. Required insurance coverage's 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.

8.5 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.

8.6 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 on forms approved by 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.

8.7 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.

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

9.0 Non-Discriminatory 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.

10.0 Successors 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, Contracts and obligations contained in the Contract Documents. Neither party to the Contract 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.

11.0 Warranties:

The Contractor guarantees all equipment, materials, supplies and services furnished on the job against defective construction or workmanship for a period of one (1) year following completion of the various tasks/deliverables pursuant to this Contract.

If within one (1) year after the date of completion of the each of the various tasks/deliverables, any of the services is found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive termination of the Contract. The City shall give notice promptly after discovery of the condition.

12.0 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 of Compton, and is not authorized to act on behalf 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 Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers, joint venture or partner 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. Contractor will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

13.0 Permits and Licenses:

Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, 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 Contract, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

14.0 Termination:

Notwithstanding any other provisions of this Contract, this Contract may be terminated by either Party at any time by giving the other Party at least thirty (30) days prior written notice. Either Party may terminate this Agreement immediately upon written notice to the other Party if: (a) the other Party commits a material breach of this Agreement, which is not cured within thirty (30) days of receipt, or (b) immediately upon written notice if the other Party becomes insolvent, is dissolved or liquidated, makes general assignment for the benefit of its creditors, files or has filed against it a petition for bankruptcy, or has a receiver appointed for a substantial part of its assets.

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.

15.0 Ownership of Documents/Equipment:

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other materials ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing services pursuant to this Contract and all equipment upgraded, repaired, replaced, maintained and/or serviced shall be and are the property of the City**,** whether or not the services are completed.

16.0 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, services 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.

17.0 Waivers:

A waiver by either party to this Contract 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.

18.0 Amendments:

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

19.0 Notice:

All notices, demands or requests to be given under this Contract shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the third business 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.

To Contractor:	**Convergint Technologies LLC** **1667 North Batavia Street** **Orange, California 92867** **Attn: Fabian Escalante, Primary Account Executive** **( )** **( ) – fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager** **(310) 605-5585** **(310) – fax.**

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.

20.0 Contractors' 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 services, 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 Contract 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 Contract shall be made available for inspection or audit, at any time during regular business hours, upon written

request by the City or a designated representative. Copies of such documents shall be provided to the City**,** at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Contract.

21.0 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 Contract.

22.0 Covenants Against Contingent Fees:

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

23.0 Waivers:

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

24.0 Entire Contract:

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

25.0 Governing Law and Severability:

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

Should any part of this Contract 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 Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

26.0 Federal and State Withholding Taxes:

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

27.0 Miscellaneous:

Contractor and City acknowledge that the terms of this Contract 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 Contract, 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 Contract, and the City, by its City Manager, who is authorized to do so, has executed this Contract.

CONVERGINT TECHNOLOGIES LLC
CONTRACTOR

Dated: _____ **By _____**
Fabian Escalante, Primary Account Executive

CITY OF COMPTON

Approved by:

Dated: _____ **By _____**
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

By _____ Dated: _____
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

June 25, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO FIFTY TWO CONSULTING, INC. TO UPGRADE THE MICROSOFT EXCHANGE (EMAIL) ENVIRONMENT TO EXCHANGE 2019 ($24,250)

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the proposal of and enter into a contract with Fifty Two Consulting, Inc. ("FTC") to migrate the current Microsoft Exchange server (email) from 2016 to Exchange 2019 and the Active Directory ("AD") from 2012 to 2019 and establish a purchase order in the amount of Twenty Four Thousand Two Hundred Fifty Dollars ($24,250.00).

BACKGROUND

The City uses Exchange Services as the messaging platform that provides email, scheduling and tools for custom collaboration and messaging services applications to the City. The running version of Exchange that the City uses is Exchange 2016, which has an end-of-life date of October 2020. The most recent version of Microsoft Exchange is Exchange 2019 and has an end-of-life date of January 2024.

STATEMENT OF ISSUE

Staff recommends upgrading the Exchange Services from 2016 to 2019, thereby improving the delivery of messaging and collaboration services to the City. It is important to stay up to date with Exchange products because it provides the latest bug fixes, security updates, and feature compatibility with any integrated components.

Moreover, migrating the Exchange platform to the latest version (Exchange 2019) brings a new set of technologies, features, and services to Exchange Server. Its goal is to support people and organizations as their work habits evolve from a communication focus to a collaboration focus. Exchange 2019 also helps lower the total cost of ownership for on-premises deployment or future cloud integration.

Some main upgrade features include:

Security

- **Windows Server Core support**: Running Exchange on a Windows deployment with less surface area means less attack surface area and fewer components to service.
- **Block external access to Exchange admin center (EAC) and the Exchange Management Shell**: You can use Client Access Rules to allow administration of Exchange from the internal network instead of using complex network and firewall rules.

Performance

- **Improved search infrastructure**: The completely rebuilt search infrastructure for cloud scale and reliability in Exchange Online is now available in Exchange 2019. This new search infrastructure allows for indexing of bigger files, simpler management, and better search performance.
- **Faster, more reliable failovers**: The changes to the search architecture result in significantly faster and more reliable failover over between servers.
- **Metacache database**: Improvements at the core of Exchange's database engine enable better overall performance and take advantage of the latest storage hardware, including larger disks and SSDs up to 16TB.
- **Modern hardware support**: Exchange now supports up to 256 GB of memory and 48 CPU cores.
- **Dynamic database cache**: The information store process employs dynamic memory cache allocation optimizing memory usage to active database usage.

Clients

- **Calendar - Do Not Forward**: This is similar to Information Rights Management (IRM) for calendar items without the IRM deployment requirements. Attendees can't forward the invitation to other people, and only the organizer can invite additional attendees.
- **Calendar - Better Out of Office**: Additional options when you won't be in the office. Key options include: add an event to your calendar that shows you as Away/Out of Office, and a quick option to cancel/decline meetings that will happen while you're away.
- **Calendar - Remove-Calendar Events cmdlet**: Enables administrators to cancel meetings that were organized by a user that has left the company. Previously, conference rooms or meeting attendees would have these defunct meetings permanently on their calendars.

- **Assign delegate permission via PowerShell**: Updates to the Add-Folder Permissions cmdlet so administrators can assign delegate permissions.

- **Email address internationalization (EAI)**: Email addresses that contain non-English characters can now be routed and delivered natively.

Features

- Built-in Malware Protection. This was a feature that was first introduced in Exchange 2013 and continued enhancements have been made for Exchange 2019. The malware protection scans all the sent and received emails within our organization.
- Mail Flow. The default maximum size of a message in both the send and receive connector have been increased to 64 MB.
- Improved searching. The searching component is based on SharePoint Foundation search. There is also the new Compliance Search for e-Discovery, which allows you to search up to 10,000 mailboxes in a one search.
- Expanding archives. When an archive mailbox reaches 50 GBs, the archive now expands to 100GB.
- Improved Data Loss Prevention. Today the City uses database availability groups that spreads out the exchange server over multiple servers so if a server goes offline or crashes, the services still stay online and creates automated recovery. Exchange 2019 enhances these capabilities and maximizes them for virtual environments.
- Litigation and In-Place Holds: There has been some significant improvements for litigation Hold and In-Place Hold in 2019. These holds accomplish the following goals:

    - Place user mailboxes on hold and preserve mailbox items immutably.
    - Preserve items indefinitely or for a specific duration.
    - Preserve mailbox items deleted by users or automatic processes such as MRM.
    - Preserve messages that are forwarded to another mailbox.
    - Use query-based In-Place Hold to search for and retain items matching specified criteria (you can also place all items hold by including all mailbox content when you create the hold)
    - Place a user on multiple holds for different cases or investigations.
    - Keep holds transparent from the user by not having to suspend MRM.
    - Use In-Place eDiscovery to search for items that are preserved by being placed on hold

- In-Place Hold allows you to specify the following parameters:

    - **Query-based hold**: With Litigation Hold, all items in a mailbox are reserved. However, an In-Place Hold allows you to specify which

    - items to hold by using search query parameters such as keywords, senders and recipients, start and end dates, and also specify the message types such as email messages, calendar items, and Skype for Business conversations that you want to place on hold. After you create a query-based In-Place Hold, all existing and future mailbox items (including messages received at a later date) that match the query parameters are preserved. Litigation Hold doesn't support query-based holds.
    - **Hold duration**: In both Litigation Hold and In-Place Hold, you can specify how long to hold items. You can either specify an infinite hold duration or a time-based hold duration. The duration is calculated from the date a mailbox item is received or created. For example, if your organization requires that all mailbox items be preserved for seven (7) years, you can create a time-based hold. So if a mailbox is placed on hold and the hold duration is set to seven (7) years, and an item in the mailbox is permanently deleted after two (2) years from the date it was received, it's held for five (5) years before being purged from the mailbox database.

Staff solicited proposals from three (3) companies representing expertise in the upgrade of Microsoft Exchange and the Active Directory with the following results:

CONTRACTOR	**BID AMOUNT**
Fifty Two Consulting	$24,250.00
BTM, Inc.	$35,000.00
ITConnect	$43,575.00

Staff reviewed the proposals and has determined that the proposal of Fifty Two Consulting, Inc. responsive to the needs of the City for this project, can be completed in a short period of time and at a reasonable cost; thus, staff recommends that the Council authorize a contract with this vendor.

FINANCIAL IMPACT

Funds for this expenditure are available in the 2018-2019 Fiscal Year in Account No. 1001-000-ITO-4262.

RECOMMENDATION

It is staff's recommendation that the City Council adopt the attached Resolution.

**GARRY D. FRANCIS, NETWORK ENGINEER
IT DIVISION**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO FIFTY TWO CONSULTING, INC. TO UPGRADE THE MICROSOFT EXCHANGE (EMAIL) ENVIRONMENT TO EXCHANGE 2019 ($24,250)

WHEREAS, the City uses Exchange Services as the messaging platform that provides email, scheduling and tools for custom collaboration and messaging services applications to the City; and

WHEREAS, the running version of Exchange that the City uses is Exchange 2016, which has an end-of-life date of October 2020; whereas, the most recent version of Microsoft Exchange is Exchange 2019 and has an end-of-life date of January 2024; and

WHEREAS, staff recommends upgrading the Exchange Services from 2016 to 2019, thereby improving the delivery of messaging and collaboration services to the City and providing the City with latest bug fixes, security updates, and feature compatibility with any integrated components; and

WHEREAS, moreover, migrating the Exchange platform to the latest version (Exchange 2019) brings a new set of technologies, features, and services to Exchange Server; and

WHEREAS, staff solicited proposals from three (3) companies representing expertise in the upgrade of Microsoft Exchange and the Active Directory with the following results:

CONTRACTOR	**BID AMOUNT**
Fifty Two Consulting	$24,250.00
BTM, Inc.	$35,000.00
ITConnect	$43,575.00

WHEREAS, staff reviewed the proposals and has determined that the proposal of Fifty Two Consulting, Inc. is responsive to the needs of the City for this project, can be completed in a short period of time and at a reasonable cost; thus, staff recommends that the Council authorize a contract with this vendor; and

WHEREAS, funds for this expenditure are available in the 2018-2019 Fiscal Year budget.

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

Section 1. That the proposal of Fifty Two Consulting, Inc., in the amount of Twenty Four Thousand Two Hundred Fifty Dollars ($24,250.00) is hereby accepted and all other bids rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with Fifty Two Consulting, Inc. to migrate the current Microsoft Exchange server (email) from 2016 to Exchange 2019 and the Active Directory (“AD”) from 2012 to 2019.

Section 3. That funds for this expenditure are available in the 2018-2019 Fiscal Year budget in Account No. 1001-000-ITO-4262.

Section 4. That a purchase order in the amount of $24,250.00 is authorized to be established for Fifty Two Consulting, Inc.

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

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

ADOPTED this ___ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
FIFTY TWO CONSULTING, INC.

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **FIFTY TWO CONSULTING, INC.** (hereinafter referred to as **"CONSULTANT"**) located at 15804 Laurel Branch Court, Riverside, California 92503, (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, City does not have available personnel specifically trained and experienced to perform the special services required and requires the professional services of a consultant trained, certified and experienced in the design, implementation and installation of Microsoft Exchange Migration services; and

WHEREAS, Consultant has the necessary professional skills, training, certification and experience required to perform the services described in this Agreement; and

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

WHEREAS, By Resolution No. _____, adopted on the __ day of _____, 2019, the City Council gave approval to award a contract to the Consultant (Fifty Two Consulting, Inc.) for performing the needed services; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for providing professional and technical expertise in designing, implementing and installing of Microsoft Migration Services of Microsoft Exchange Server 2016 to Microsoft Exchange Server 2019, as more fully described and specified in the Consultant's **"Exchange Migration Statement of Work"** (dated May 29, 2019), which is incorporated by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said services and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

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

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

Brian Hardy, Managing Partner of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The Consultant shall commence the services provided for herein upon Notification to Proceed from the City to Consultant and continue in a diligent and professional manner until the agreed services are completed, unless this Agreement is terminated as provided herein.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within Consultant's **"Cost/Proposal Pricing",** incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **City Manager,** at the following address: City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Twenty Four Thousand Two Hundred Fifty Dollars ($24,250.00).**

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 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 Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

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

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

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

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

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

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

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

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

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

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

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

17. 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 Consultant), 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 Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

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

.a is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and

.b has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and

.c does not have a proposed debarment pending; and

.d has not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and

.e are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and

.f have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Contract on the signature portion thereof shall also constitute signature of the above Certifications.

Brian E. Hardy, Managing Partner	**Date**

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

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

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

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

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

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

26. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

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

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

To Consultant:	**Fifty Two Consulting, Inc.** **15804 Laurel Branch Court** **Riverside, California, 92503** **Attn: Brian Hardy, Managing Partner** **(310) 344-8063** **bhardy@52consulting.com**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Network Engineer, ITS Division** **(310) 605-5503** **(310) 603-8776 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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.

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

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

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

FIFTY TWO CONSULTING, INC.
CONSULTANT

Dated: _____ **By _____**
Brian Hardy, Managing Partner

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Garry D. Francis, Network Engineer
ITS/City Manager's Office

Approved by:

Dated: _____ **By _____**
Cecil W. Rhambo, City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

4.0 Cost

This proposal is prepared as a fixed price agreement. As such, the City of Compton and FTC must adhere strictly to the scope and services outlined in this proposal.

Any requested changes to project scope or schedule will require a Statement of Work to reflect the effects on the project schedule and price. An authorized signatory from the City of Compton must agree to changes in the scope, schedule and price as identified in the Statement of Work.

Proposal Pricing

Table 1: Proposal Pricing

Description	Cost / Year
PreMigration Services	$7,250.00
Migration Services	$9,750.00
Post Migration Services	$7,250.00
Sub-Total	$24,250.00
Sales Tax	$ 0.00
Total	**$24,250.00**

Billing

- FTC will provide the City of Compton with a weekly invoice
    - The City of Compton will review and provide their approval within 2 business days of receiving the FTC Invoice

USE OR DISCLOSURE OF PROPOSAL DATA IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL

2 Charges and Expenses

2.1 Engagement Pricing

This Statement of Work (SOW) is prepared as a fixed price agreement. As such, COC and BTM must adhere strictly to the scope and services outlined above.

Table 1: Engagement Pricing

Service	Duration/Description	Price
Phase 1	Two Weeks	$9,000
Phase 2	Three Weeks	$17,000
Phase 3	Two Weeks	$9,000
Total		**$35,000**

Any requested changes to project scope or schedule will require a Supplemental Statement of Work to reflect the effects on the project schedule and price. An authorized signatory from City of Compton must agree to changes in the scope, schedule and price as identified in the Supplemental Statement of Work.

City of Compton shall give the BTM Contact 30 days advance written notice should COC elect to terminate this SOW prior to any agreed upon estimated SOW term. In the event that COC elects to extend the terms of this SOW, the terms, conditions and pricing identified in this SOW shall govern the extension of the performance of work. The billing rates are commensurate with that of consultants with the required capabilities.

2.2 Travel and Expenses (T&E)

BTM will make every attempt to staff position(s) locally. However, should the resource be required to travel from a remote BTM office base, COC will be responsible for actual and reasonable travel expenses including:

- Airfare
- Travel meals
- Lodging
- Transportation
- Parking
- Miscellaneous incidental expenses

T&E on behalf of COC is billable for all actual and reasonable expenses including travel time outside of the usual work location. BT assumes that the usual work location for the assigned consultant(s) will predominantly be at the client location:

ITCONNECT

Sales Representative
Sal Sandoval
sal@itconnectinc.com
Phone: (505) 428-2828
Fax:

Date: May 29, 2019
Quote Expires: 30 day(s)

Proposal # 002047-R1

Bill to:
City of Compton
Garry Francis
(310) 605-5507
garry.francis@comptoncity.org

Ship to:
City of Compton

Model	Description	Unit Price	Qty	Total Extended
ITCI-ENG	**ITCI Senior Network Architect**	39,375.00	1	$39,375.00
ITCI-PS	**ITCI Project Managment**	4,200.00	1	$4,200.00
			SUBTOTAL	**$43,575.00**

Comments:
The ITConnect Professional Services team will follow the attached Microsoft Installation guide to upgrade the City of Compton s two Microsoft Exchange Servers.

Subtotal: **$43,575.00**

Total: $43,575.00

June 25, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO THE COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL FOR ANIMAL CONTROL SERVICES TO THE CITY OF COMPTON FOR THE REMAINDER OF FISCAL YEAR 2018-2019 ($28,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a supplemental purchase order in the amount of Twenty Eight Thousand Dollars ($28,000.00) for the County of Los Angeles Department of Animal Control and Care for the provision of animal care and control services rendered through June 30, 2019.

BACKGROUND

The City does not have the facilities, equipment, shelters, trained caretakers, veterinary personnel, etc., to handle animal care and control services; thus, for a number of years the City has contracted with the County of Los Angeles, Department of Animal Care and Control to provide these services.

Typical services provided by the County include, but are not limited to dead animal pick-up, capture, impoundment, care of stray animals, licensing and medical services. The City is billed monthly for housing services according to costs the County incurs, with the City receiving offsetting credits for licensing and impounding.

On July 22, 2014, the City Council adopted Resolution No. 23,995, which authorized a five (5) year renewal of the services agreement with the County of Los Angeles, Department of Animal Care and Control to provide animal control services for the City for the period of July 1, 2014 through June 30, 2019.

STATEMENT OF THE ISSUE

During Fiscal Year 2018-2019 the Los Angeles County Animal Care and Control provided kennel services for more than Twelve Thousand (12,000) dogs, cats and other animals, and disposed of Seven Hundred (700) animals. The Animal Care and Control Department also collected license fees and penalties for more than Two Thousand (2,000) pets within the City of Compton.

The funds for the services rendered by the County have been exhausted; thus, there is the need to supplement the purchase order to the County for the remainder of Fiscal Year 2018-2019 in the projected amount of $28,000.00.

FISCAL IMPACT

Funds for these projected costs have been allocated in the 2018-2019 Fiscal Year budget in Account No. 1004-610-000-4269.

RECOMMENDATION

Staff recommends that the attached Resolution be adopted.

ANTHONY WARD, CODE ENFORCEMENT MANAGER
CITY MANAGER'S OFFICE

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO THE COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL FOR ANIMAL CONTROL SERVICES TO THE CITY OF COMPTON FOR THE REMAINDER OF FISCAL YEAR 2018-2019 ($28,000)

WHEREAS, the City does not have the facilities, equipment, shelters, trained caretakers, veterinary personnel, etc., to handle animal care and control services; thus, for a number of years the City has contracted with the County of Los Angeles, Department of Animal Care and Control to provide these services; and

WHEREAS, typical services provided by the County include, but are not limited to dead animal pick-up, capture, impoundment, care of stray animals, licensing and medical services. The City is billed monthly for housing services according to costs the County incurs, with the City receiving offsetting credits for licensing and impounding; and

WHEREAS, on July 22, 2014, the City Council adopted Resolution No. 23,995, which authorized a five (5) year renewal of the services agreement with the County of Los Angeles, Department of Animal Care and Control to provide animal control services for the City for the period of July 1, 2014 through June 30, 2019; and

WHEREAS, during Fiscal Year 2018-2019 the Los Angeles County Animal Care and Control provided kennel services for more than Twelve Thousand (12,000) dogs, cats and other animals, and disposed of Seven Hundred (700) animals. The Animal Care and Control Department also collected license fees and penalties for more than Two Thousand (2,000) pets within the City of Compton; and

WHEREAS, the funds for the services rendered by the County have been exhausted; thus, there is the need to supplement the purchase order to the County for the remainder of Fiscal Year 2018-2019 in the projected amount of $28,000.00; and

WHEREAS, funds for the additional funding is available in the 2018-2019 Fiscal Year budget.

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

SECTION 1. That the City Manager is hereby authorized to issue a supplemental purchase order in the amount of Twenty Eight Thousand Dollars ($28,000.00) for the County of Los Angeles Department of Animal Control and Care for the provision of animal care and control services rendered through June 30, 2019.

SECTION 2. That funds for these projected costs have been allocated in the 2018-2019 Fiscal Year budget in Account No. 1004-61-000-4269.

SECTION 3. That the certificated copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Controller and Code Enforcement Division.

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

ADOPTED this ___ day of _____, 2019.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATED TO THE PARKING CITATION PROGRAM ($32,500)

WHEREAS, for a number of years, the City of Compton has contracted with the City of Inglewood ("Inglewood") to provide assistance with computerized parking citation services which have greatly enhanced the City's revenue collection from parking citation fines; and

WHEREAS, pursuant to Resolution No. 23,667, adopted December 18, 2012, the City Manager was authorized to contract with the City of Inglewood for participation in the Parking Citation Program for a period of five (5) years, commencing November 1, 2012 through October 31, 2017, with authorization to approve an additional two (2) year extension option (i.e. November 1, 2017 through October 31, 2018 and November 1, 2018 through October 31, 2019); and

WHEREAS, with the increase in staffing, the Parking Enforcement Division has gone from issuing approximately One Thousand One Hundred (1,100) citations per month to issuing over Four Thousand Five Hundred (4,500) citations per month; and

WHEREAS, due to the significant increase in the number of citations issued on a monthly basis the City has exceeded the amount of funds earmarked for this contract and it is projected that costs for services to be rendered through June 30, 2019 is Thirty Two Thousand Five Hundred Dollars ($32,500.00); and

WHEREAS, funds for the additional funding is available in the 2018-2019 Fiscal Year budget.

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

SECTION 1. That the City Manager is hereby authorized to issue a supplemental purchase order in the amount of Thirty Two Thousand Five Hundred Dollars ($32,500.00) for the City of Inglewood for data processing services related to the City's Parking Citation Program services rendered through June 30, 2019.

SECTION 2. That funds for these projected costs have been allocated in the 2018-2019 Fiscal Year budget in Account No. 1004-61-000-4269.

SECTION 3. That the certificated copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Controller and Code Enforcement Division.

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

ADOPTED this _____ day of _____, 2019.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

June 25, 2019

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATED TO THE PARKING CITATION PROGRAM ($32,500)**

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a supplemental purchase order in the amount of Thirty Two Thousand Five Hundred Dollars ($32,500.00) for the City of Inglewood for data processing services related to the City's Parking Citation Program services rendered through June 30, 2019.

BACKGROUND

For a number of years, the City of Compton has contracted with the City of Inglewood ("Inglewood") to provide assistance with computerized parking citation services which have greatly enhanced the City's revenue collection from parking citation fines.

Pursuant to Resolution No. 23,667, adopted December 18, 2012, the City Manager was authorized to contract with the City of Inglewood for participation in the Parking Citation Program for a period of five (5) years, commencing November 1, 2012 through October 31, 2017, with authorization to approve an additional two (2) year extension option (i.e. November 1, 2017 through October 31, 2018 and November 1, 2018 through October 31, 2019).

STATEMENT OF ISSUE

With the increase in staffing, the Parking Enforcement Division has gone from issuing approximately One Thousand One Hundred (1,100) citations per month to issuing over Four Thousand Five Hundred (4,500) citations per month. The costs for processing the higher volume of citations is the driving factor for this cost increase.

Due to a significant increase in the number of citations issued on a monthly basis the City has exceeded the amount of funds earmarked for this contract.

The projected costs for services to be rendered through June 30, 2019 is Thirty Two Thousand Five Hundred Dollars ($32,500.00).

FISCAL IMPACT

Funds for these projected costs have been allocated in the 2018-2019 Fiscal Year budget in Account No. 1004-61-000-4269.

RECOMMENDATION

Staff recommends that the attached Resolution be adopted.

ANTHONY WARD, CODE ENFORCEMENT MANAGER
CITY MANAGER'S OFFICE

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

June 25, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BROWN CONSTRUCTION AND DEVELOPMENT FOR REPLACING THE ROOFTOP HVAC PACKAGE UNITS AT KELLY PARK AND WILSON PARK ($53,995.96)

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of Brown Construction and Development, establish a purchase order in the amount of Fifty Three Thousand Nine Hundred Ninety Five Dollars and Ninety-Six Cents ($53,995.96) and execute an installation contract for the removal and replacement of three (3) existing roof top package units at Kelly Park and three (3) existing rooftop package units at Wilson Park.

BACKGROUND

The City of Compton owns certain real properties located at 2319 East Caldwell Street, Compton, commonly known as the “Kelly Park” recreation center and 123 North Rose Avenue, Compton, commonly known as the “Wilson Park” recreation center. These facilities are used as community recreational centers, offering indoor and outside recreational space for residents, organizations, and individuals.

The current HVAC systems located at the above-specified facilities have been operating at less than optimal working order for some time. This has caused extreme temperature variations providing the community and staff with unacceptable cold or hot conditions.

Maintaining or replacing the recreational centers aging HVAC systems will require a sizable investment by the City. Two primary paradigms exist when addressing this issue: fix-on-fail or planned budgeted replacement. The fix-on-fail scenario can be untimely and unbudgeted, yielding unfavorable outcomes. Most importantly, fix-on-fail creates unscheduled events and unwanted downtime with a loss of comfort for clients and tenants. Both of these scenarios result in negative consequences and possible lost revenue. Due to the fact that these HVAC units have reached “end-of-life” and are obsolete, the most prudent option available is the replacement of all existing packaged units.

STATEMENT OF ISSUE

Staff solicited bids for the subject project. The following bids were received:

CONTRACTOR	BID AMOUNT
Kelly Park	
Brown Construction & Development	$16,996.98
Priority Heating & Air Conditioning	$17,966.00
City Wide Appliance	$18,200.00
Wilson Park	
Brown Construction & Development	$36,998.98
JMS Air	$58,426.00
City Wide Appliance	$38,200.00

Staff has reviewed the bids and has determined that Brown Construction and Development was the lowest responsible bidder with a combined bid amount of $53,995.96.

Staff believes that the construction work for this project can be completed within approximately forty-five (45) business days in a satisfactory manner for the amount proposed. Staff recommends that the City Council approve the proposed resolution and authorize the City Manager to execute a contract with Brown Construction and Development and issue a purchase order in the amount of $53.995.96.

FISCAL IMPACT

Funds for this expenditure are available in the 2018-2019 Fiscal Year budget in the Non Departmental budget, Account No. 1004-610-000-4269.

RECOMMENDATION

It is staff's recommendation that the City Council adopt the attached Resolution.

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BROWN CONSTRUCTION AND DEVELOPMENT FOR REPLACING THE ROOFTOP HVAC PACKAGE UNITS AT KELLY PARK AND WILSON PARK ($53,995.96)

WHEREAS, the City of Compton owns certain real properties located at 2319 East Caldwell Street, Compton, commonly known as the "Kelly Park" recreation center and 123 North Rose Avenue, Compton, commonly known as the "Wilson Park" recreation center. These facilities are used as community recreational centers, offering indoor and outside space for residents, organizations, and individuals; and

WHEREAS, the current HVAC systems located on the rooftops of the above-specified facilities have been operating at less than optimal working order for some time, causing extreme temperature variations providing the community and staff with unacceptable cold or hot conditions; and

WHEREAS, maintaining or replacing the recreational centers aging HVAC systems will require a sizable investment by the City; and

WHEREAS, due to the fact that these HVAC units have reached "end-of-life" and are obsolete, the most prudent option available is the replacement of all existing packaged units; and

WHEREAS, the General Services Department ("Department") solicited bids for the replacement of the ten existing rooftop package units. The following bids were submitted:

VENDOR	**AMOUNT**
Kelly Park	
BCD	$16,996.98
Priority Heating & Air Conditioning	$17,966.00
City Wide Appliance	$18,200.00
Wilson Park	
BCD	$36,998.98
JMS Air	$58,426.00
City Wide Appliance	$38,200.00

WHEREAS, staff has reviewed the bids and has determined that Brown Construction and Development was the lowest responsible bidder in the combined amount of $53,995.96; and

WHEREAS, funds for this expenditure are available in the approved Fiscal Year 2018-2019 budget.

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

Section 1. That the bids of Brown Construction and Development in the amount of Fifty Three Thousand Nine Hundred Ninety Five Dollars and Ninety-Six Cents ($53,995.96) is hereby accepted and all other bids rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an installation contract with Brown Construction and Development to remove and replace three (3) existing roof top package units at Kelly Park and three (3) existing rooftop package units at Wilson Park. .

Section 3. That funds for this expenditure are available in the approved Fiscal Year 2018-2019 Non-Departmental budget in Account No. 1004-610-000-4269.

Section 4. That a purchase order is authorized for Brown Construction and Development in the not-to-exceed amount of $53,995.96.

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

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

INSTALLATION CONTRACT
BETWEEN
CITY OF COMPTON
AND
BROWN CONSTRUCTION AND DEVELOPMENT

This **CONTRACT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **BROWN CONSTRUCTION AND DEVELOPMENT** (hereinafter referred to as **"CONTRACTOR"**) located at 10808 Foothill Blvd. #160-176, Rancho Cucamonga, California 91730, (each a "Party" and collectively, the "Parties").

RECITALS

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.

C. City does not have the appropriate equipment or available personnel specifically trained and experienced to perform the services required and requires the professional services of a contractor trained, certified and experienced with the purchase and installation of rooftop HVAC systems at the Kelly Park and Wilson Park Recreation Center buildings to enhance the level of energy conservation and provide appropriate temperatures within the building; and

D. City desires to engage Contractor (Brown Construction and Development) to provide these services by reason of its qualifications and experience in performing such services; and

E. By Resolution No. _____, adopted on the __ day of _____, 2019, the City Council gave approval to award a contract to the Contractor for the purchase and installation of new rooftop packaged units for the Kelly Park and Wilson Park Recreation Center buildings.

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

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all professional, technical, clerical services, the labor, materials, necessary tools, expendable equipment and all utility and transportation services used by Contractor in connection with the purchase of all necessary equipment and installation of a total of six (6) new rooftop packaged units at the Kelly Park (located at 2319 East Caldwell Street) and Wilson Park (located at 123 North Rose Avenue) Recreation Center buildings ("locations"). More specifically, Contractor shall perform the following services:

- Remove the existing three (3) packaged rooftop HVAC units at each facility location and purchase and install at:

  **Kelly Park facility location two (2) - 4 ton 3ph belt driven package units and one (1) swamp cooler/gas heating unit, manufactured by Payne or equal, to meet or exceed the recent CA Energy Commission standards

**Wilson Park facility location two (2) - 4 ton 3ph belt driven package units and one (1) swamp cooler/gas heating unit, manufactured by Brown Construction & Development or equal, to meet or exceed the recent CA Energy Commission standards

- Crane old units off and new units onto curb adapters and properly secure per local codes
- All new units will include new sheet metal ductwork fabricated to connect to the existing supply and return duct system
- Installation will include new line voltage disconnects, low voltage and condensate drain, T-stat/digital, exclusion permits, HER testing, Title 24 & load calculation framing and blocking roof
- Start up, test units for proper operation and program all thermostats
- Work area cleaned, all trash removed

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

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

Any changes in the general scope of a task, whether initiated by City or Contractor, must be made in writing and accepted by the Parties. If the Parties believe that an adjustment to compensation or any scheduled completion dates is justified as a result of a significant change, the Parties will negotiate in good faith and agree to an adjustment to the services. Each adjustment to an assigned task shall detail the agreed changes to the applicable task, responsibility, duty, pricing, time line or other matters. The contract/task adjustment will become effective upon the execution of a Change Order by both Parties, and shall be made part of this Contract and the applicable agreed services adjustment. Contractor shall not incur any costs or modify its performance of the services based on the modifications set forth in a Change Order unless and until such Change Order is executed by the Parties. Should any contract/task adjustments result in exceeding the maximum compensation authorized, as specified in **Section 2,** below, authorization of the City's legislative body shall be required.

The manner and means used by Contractor to perform the services desired by City are at the sole discretion and control of 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 ("Applicable Laws"). 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 City's project and shall replace the personnel with another personnel of equivalent experience and qualifications. Contractor warrants that all material supplied and services performed under this Contract complies with or will comply with Applicable Laws.

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

2. Compensation:

The method of payment for this Contract shall be on a flat lump sum basis. The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be

negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved by the City**.**

The method of payment for this Contract shall be on the agreed maximum lump sum basis for each facility location:

Kelly Park – Maximum payable compensation $16,996.98 payable as follows:

- Ten percent (10%) due on execution of this Contract ($1,699.09)
- Fifty percent (50%) prior to commencement of work ($6,799.40)
- Forty percent (40%) due after completion of project ($8,498.49)

Wilson Park – Maximum payable compensation of $36,998.98 payable as follows:

- Ten percent (10%) due on execution of this Contract ($3,696.09)
- Forty percent (40%) prior to commencement of work ($14,803.40)
- Twenty-five percent (25%) when work 50% completed ($9,249.74)
- Twenty-five percent (25%) due after completion of project ($9,249.75)

Contractor's invoice(s) shall be delivered or mailed to the **Director, Compton General Services Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of work performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records and materials associated with the performance of this Contract. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation of **$53,995.96.**

3. Commencement of Services:

The Contractor shall commence performance of the work upon Notification to Proceed from the City and continue in a diligent and professional manner until the agreed services are completed, unless this Contract is extended or terminated as provided herein. The parties anticipate that the work to be performed shall be completed within approximately forty-five (45) workdays from date of commencement.

4. Key Personnel:

4.1 Contractor's Representative. Contractor hereby designates _____, _____ 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.

4.2 City's Representative. City hereby designates the **Director, General Services Department** or his/her designee as City's Representative for this Contract.

5. Supervision of Services:

Contractor shall supervise and direct the services, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all services means, methods, techniques, sequences and procedures and for coordinating all portions of the services.

6. Safety:

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

6.1.2 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 Kelly and Wilson Park facilities (i.e. "Site" or "Sites") where services are performed pursuant to this Contract;

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

.c The property located at the Site, whether or not said property or structures are part of the services or involved in the services.

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

6.1.4 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.

6.1.5 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.

7. Indemnity:

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

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

8. Insurance:

8.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 8.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in

consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Contract. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Contract are adequate to protect Contractor**.** The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation insurance. ***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 Contract.*** **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.

8.2 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 Contract. 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.

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:

8.2.1 Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Contract 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.

8.2.2 Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars ($1,000,000)** per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Contract. 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.

8.2.3 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars ($500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle; and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees).

8.3 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.

8.3.1 The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) shall be endorsed to provide the following:

.a 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 Contract.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c 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.

8.3.2 The policy or policies of insurance required by Section 8.2.3 (Automobile Liability) shall be endorsed to provide the following:

.a 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.

8.3.3 The policy or policies of insurance required by Section 8.2.2 (Workers' Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b 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.

8.4 Waiver of Subrogation. Required insurance coverage's 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.

8.5 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.

8.6 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 on forms approved by 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.

8.7 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.

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

9. Non-Discriminatory 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.

10. Successors 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, Contracts and obligations contained in the Contract Documents. Neither party to the Contract 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.

11. Warranties:

The Contractor guarantees all equipment, materials, supplies and work furnished on the job against defective construction or workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Contract, any of the work is found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive termination of the Contract. The City shall give notice promptly after discovery of the condition.

12. 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 of Compton, and is not authorized to act on behalf 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 Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers, joint venture or partner 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. Contractor will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

13. Permits and Licenses:

Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, 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 Contract, the Contractor shall obtain a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

14. Termination:

Notwithstanding any other provisions of this Contract, this Contract 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 Contract.

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 Contract.

14.3 If either of the Parties fails to perform or breaches any material obligation under this Contract, then, the non-breaching Party may, without prejudice to any other right or remedy and after giving the breaching Party at least five (5) days written notice, terminate this Contract, unless an agreed extension to correct the material breach has been agreed to between the Parties.

14.4 Pursuant to the provisions of Sections 8, 9, and 16.

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

15. Ownership of Documents/Equipment:

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other materials ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing services pursuant to this Contract and all equipment upgraded, repaired, replaced, maintained and/or serviced shall be and are the property of the City**,** whether or not the services are completed.

16. 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.

17. Waivers:

A waiver by either party to this Contract 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.

18. Amendments:

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

19. Notice:

All notices, demands or requests to be given under this Contract shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the third business 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.

To Contractor:
Brown Construction and Development
10808 Foothill Boulevard, Suite 160-176
Rancho Cucamonga, California 91730
Attn:
( )
(714) 697-4445

To City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5519
(310) 764-2143 – fax.

With copy to:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

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.

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

21. 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 Contract.

22. Covenants Against Contingent Fees:

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

23. Waivers:

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

24. Entire Contract:

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

25. Governing Law and Severability:

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

Should any part of this Contract 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 Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

26. Federal and State Withholding Taxes:

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

27. Miscellaneous:

Contractor and City acknowledge that the terms of this Contract 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 Contract, 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 Contract, and the City, by its City Manager, who is authorized to do so, has executed this Contract.

BROWN CONSTRUCTION AND DEVELOPMENT
CONTRACTOR

Dated: _____ **By _____**

CITY OF COMPTON
Recommended for Approval by:

By _____ **Dated: _____**
Van Wilson, Director
General Services Department

Approved by:

Dated: _____ **By _____**
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

June 25, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR CITY WIDE APPLIANCE A/C & HEATING REPAIR FOR REPLACING THE ROOFTOP PACKAGED UNITS AT THE OLD DOLLARHIDE CENTER LOCATED AT 1108 NORTH OLEANDER AVENUE ($120,200.00)

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of City Wide Appliance A/C & Heating Repair, establish a purchase order in the amount of One Hundred Twenty Thousand and Two Hundred Dollars ($120,200.00) and execute an installation contract for the replacement of the existing seven (7) rooftop package units at the Old Dollarhide Center building, located at 1108 North Oleander Avenue, with nine (9) new rooftop packaged units.

BACKGROUND

The City of Compton owns certain real property located at 1108 North Oleander Avenue, Compton, commonly known as the "Old Dollarhide Center" facility. This property is used as a "shared occupancy" facility, offering indoor and outside space for leasing to outside agencies, organizations, and individuals.

The current HVAC systems located on the rooftop of the Old Dollarhide Center have been operating at less than optimal working order for some time. This has caused extreme temperature variations providing the occupants with unacceptable cold or hot working conditions, decreasing both staff's morale and productivity. Currently, the Old Dollarhide Center is being leased by the County of Los Angeles, Crystal Stairs, Inc. and Compton Youth Build. All of the tenants have requested that the City place the buildings HVAC replacement at the top of its facility priority list.

Maintaining or replacing the Old Dollarhide Center's aging HVAC system will require a sizable investment by the City. Two primary paradigms exist when addressing this issue: fix-on-fail or planned budgeted replacement. The fix-on-fail scenario can be untimely and unbudgeted, yielding unfavorable outcomes. Most importantly, fix-on-fail creates unscheduled events and unwanted downtime with a loss of comfort for clients and

tenants. Both of these scenarios result in negative consequences and possible lost revenue. Due to the fact that these HVAC units have reached "end-of-life" and are obsolete, the most prudent option available is the replacement of all seven (7) existing packaged units.

STATEMENT OF ISSUE

Staff solicited bids for the subject project. The following bids were received:

CONTRACTOR	BID AMOUNT
City Wide Appliance A/C & Heating Repair	$120,200.00
Priority Heating & Air Conditioning, Inc.	$160,000.00
JMS Air Conditioning and Heating	$235,215.00

Staff has reviewed the bids and has determined that City Wide Appliance A/C & Heating Repair was the lowest responsible bidder in the amount of $120,200.00.

Staff believes that the construction work for this project can be completed within approximately thirty (30) business days in a satisfactory manner for the amount proposed. Staff recommends that the City Council approve the proposed resolution and authorize the City Manager to execute a contract with City Wide Appliance A/C & Heating Repair and issue a purchase order in the amount of $120,200.00.

ALTERNATIVE

None proposed. All of the current tenants occupy the majority of the property and pay substantial rental amounts. Pursuant to the lease agreement with these tenants the City is responsible for maintaining the HVAC systems in good working order during the tenancies. Thus, failure of the City to repair or replace the HVAC systems may be considered a breach of the lease by the City.

FISCAL IMPACT

Funds for this expenditure are available in the 2018-2019 Fiscal Year budget in the Non Departmental budget, Account No. 1004-610-000-4269.

RECOMMENDATION

It is staff's recommendation that the City Council adopt the attached Resolution.

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR CITY WIDE APPLIANCE A/C & HEATING REPAIR FOR REPLACING THE ROOFTOP PACKAGED UNITS AT THE OLD DOLLARHIDE CENTER LOCATED AT 1108 NORTH OLEANDER AVENUE ($120,200.00)

WHEREAS, the City of Compton owns certain real property located at 1108 North Oleander Avenue, Compton, commonly known as the "Old Dollarhide Center" facility. This property is used as a "shared occupancy" facility, offering indoor and outside space for leasing to outside agencies, organizations, and individuals; and

WHEREAS, the HVAC systems located on the rooftop of the Old Dollarhide Center have been operating at less than optimal working order for some time, causing extreme temperature variations providing the occupants with unacceptable cold or hot working conditions, decreasing both staff's morale and productivity; and

WHEREAS, the Old Dollarhide Center is being leased by the County of Los Angeles, Crystal Stairs, Inc. and Compton Youth Build and all of the tenants have requested that the City place the building's HVAC replacement at the top of its facility priority list; and

WHEREAS, due to the fact that these HVAC units have reached "end-of-life" and are obsolete, the most prudent option available is the replacement of all seven (7) existing packaged units; and

WHEREAS, the General Services Department ("Department") solicited bids for the replacement of the seven (7) existing rooftop package units with nine (9) new rooftop packaged units. The following bids were submitted:

VENDOR	**AMOUNT**
Priority Heating & Air Conditioning, Inc.	$120,815.00
City Wide Appliance A/C & Heating Repair	$120,200.00
JMS Air Conditioning and Heating	$235,215.00

WHEREAS, staff has reviewed the bids and has determined that City Wide Appliance A/C & Heating Repair was the lowest responsible bidder in the amount of $120,200.00; and

WHEREAS, funds for this expenditure are available in the approved Fiscal Year 2018-2019 budget.

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

Section 1. That the bid for City Wide Appliance A/C & Heating Repair in the amount of One Hundred Twenty Thousand Two Hundred Dollars ($120,200.00) is hereby accepted and all other bids rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an installation contract with City Wide Appliance A/C & Heating Repair to replace seven (7) existing packaged units with nine (9) new rooftop packaged units.

Section 3. That funds for this expenditure are available in the approved Fiscal Year 2018-2019 Non-Departmental budget in Account No. 1004-610-000-4269.

Section 4. That a purchase order is authorized to City Wide Appliance A/C & Heating Repair in the not-to-exceed amount of $120,200.00.

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

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

INSTALLATION CONTRACT
BETWEEN
CITY OF COMPTON
AND
CITY WIDE APPLICANCE A/C & HEATING REPAIR

This **CONTRACT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **CITY WIDE APPLIANCE A/C & HEATING REPAIR** (hereinafter referred to as **"CONTRACTOR"**) located at 9125½ Park Street, Bellflower, California 90706, (each a "Party" and collectively, the "Parties").

RECITALS

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.

C. City does not have the appropriate equipment or available personnel specifically trained and experienced to perform the services required and requires the professional services of a contractor trained, certified and experienced with the purchase and installation of rooftop HVAC systems at the Old Dollarhide Center building to enhance the level of energy conservation and provide appropriate temperatures within the building; and

D. City desires to engage Contractor (City Wide Appliance A/C & Heating Repair) to provide these services by reason of its qualifications and experience in performing such services; and

E. By Resolution No. _____, adopted on the __ day of _____, 2019, the City Council gave approval to award a contract to the Contractor for the purchase and installation of new rooftop packaged units for the Old Dollarhide Center building.

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

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all professional, technical, clerical services, the labor, materials, necessary tools, expendable equipment and all utility and transportation services used by Contractor in connection with the purchase of all necessary equipment and installation of nine (9) new rooftop packaged units at the Old Dollarhide Center building, located at 1108 N. Oleander Avenue, Compton. More specifically, Contractor shall perform the following services:

- Remove the existing 40 ton rooftop condenser HVAC unit; the existing six (6) packaged rooftop HVAC units, consisting of five (5) - 3.5 ton and one (1) – 2 ton heat pump units
- Replace the 40 ton rooftop condenser HVAC unit with the installation of two (2) – 15 ton and one (1) – 10 ton package units manufactured by Payne, or equal, that meet or exceed the recent CA Energy Commission standards
- Replace the existing six (6) packaged rooftop HVAC units with the installation of five (5) - 3.5 ton and one (1) – 2 ton heat pump units by manufactured by Carrier, or equal, that meet or exceed the recent CA Energy Commission standards

- Crane old units off and new units onto curb adapters and properly secure per local codes
- All new units will include new sheet metal ductwork fabricated to connect to the existing supply and return duct system
- Installation will include new line voltage disconnects, low voltage and condensate drain, T-stat/digital, exclusion permits, HER testing, Title 24 & load calculation framing and blocking roof
- Start up, test units for proper operation and program all thermostats
- Work area cleaned, all trash removed

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

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

Any changes in the general scope of a task, whether initiated by City or Contractor, must be made in writing and accepted by the Parties. If the Parties believe that an adjustment to compensation or any scheduled completion dates is justified as a result of a significant change, the Parties will negotiate in good faith and agree to an adjustment to the services. Each adjustment to an assigned task shall detail the agreed changes to the applicable task, responsibility, duty, pricing, time line or other matters. The contract/task adjustment will become effective upon the execution of a Change Order by both Parties, and shall be made part of this Contract and the applicable agreed services adjustment. Contractor shall not incur any costs or modify its performance of the services based on the modifications set forth in a Change Order unless and until such Change Order is executed by the Parties. Should any contract/task adjustments result in exceeding the maximum compensation authorized, as specified in **Section 2,** below, authorization of the City's legislative body shall be required.

The manner and means used by Contractor to perform the services desired by City are at the sole discretion and control of 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 ("Applicable Laws"). 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 City's project and shall replace the personnel with another personnel of equivalent experience and qualifications. Contractor warrants that all material supplied and services performed under this Contract complies with or will comply with Applicable Laws.

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

2. Compensation:

The method of payment for this Contract shall be on a flat lump sum basis. The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved by the City**.**

The method of payment for this Contract shall be on the agreed maximum flat lump sum basis amount of **One Hundred Twenty Thousand Two Hundred ($120,200.00)** payable as follows:

- Twenty five percent (25%) due prior to commencement of work
- Seventy five percent (75%) due after completion of Project

Contractor's invoice(s) shall be delivered or mailed to the **Director, Compton General Services Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of work performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records and materials associated with the performance of this Contract. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation of **$120,200.00.**

3. Commencement of Services:

The Contractor shall commence performance of the work upon Notification to Proceed from the City and continue in a diligent and professional manner until the agreed services are completed, unless this Contract is extended or terminated as provided herein. The parties anticipate that the work to be performed shall be completed within approximately thirty (30) workdays from date of commencement.

4. Key Personnel:

4.1 Contractor's Representative. Contractor hereby designates **Rodney Koger, Owner** 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.

4.2 City's Representative. City hereby designates the **Director, General Services Department** or his/her designee as City's Representative for this Contract.

5. Supervision of Services:

Contractor shall supervise and direct the services, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all services means, methods, techniques, sequences and procedures and for coordinating all portions of the services.

6. Safety:

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

6.1.2 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 Old Dollarhide facility (i.e. "Site" or "Sites") where services are performed pursuant to this Contract;

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

.c The property located at the Site, whether or not said property or structures are part of the services or involved in the services.

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

6.1.4 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.

6.1.5 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.

7. Indemnity:

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

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

8. Insurance:

8.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 8.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Contract. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Contract are adequate to protect Contractor**.** The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation insurance. ***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 Contract.*** **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.

8.2 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 Contract. 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.

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:

8.2.1 Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Contract 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.

8.2.2 Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars ($1,000,000)** per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Contract. 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.

8.2.3 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars ($500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle; and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees).

8.3 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.

8.3.1 The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) shall be endorsed to provide the following:

.a 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 Contract.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c 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.

8.3.2 The policy or policies of insurance required by Section 8.2.3 (Automobile Liability) shall be endorsed to provide the following:

.a 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.

8.3.3 The policy or policies of insurance required by Section 8.2.2 (Workers' Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b 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.

8.4 Waiver of Subrogation. Required insurance coverage's 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.

8.5 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.

8.6 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 on forms approved by 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.

8.7 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.

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

9. <u>Non-Discriminatory Employment Practices:</u>

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.

10. Successors 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, Contracts and obligations contained in the Contract Documents. Neither party to the Contract 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.

11. Warranties:

The Contractor guarantees all equipment, materials, supplies and work furnished on the job against defective construction or workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Contract, any of the work is found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive termination of the Contract. The City shall give notice promptly after discovery of the condition.

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 of Compton, and is not authorized to act on behalf 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 Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers, joint venture or partner 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. Contractor will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

11. Permits and Licenses:

Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, 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 Contract, the Contractor shall obtain a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

12. Termination:

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

12.1 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 Contract.

12.2 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 Contract.

12.3 If either of the Parties fails to perform or breaches any material obligation under this Contract, then, the non-breaching Party may, without prejudice to any other right or remedy and after giving the breaching Party at least five (5) days written notice, terminate this Contract, unless an agreed extension to correct the material breach has been agreed to between the Parties.

12.4 Pursuant to the provisions of Sections 8, 9, and 14.

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

13. Ownership of Documents/Equipment:

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other materials ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing services pursuant to this Contract and all equipment upgraded, repaired, replaced, maintained and/or serviced shall be and are the property of the City**,** whether or not the services are completed.

14. Force Majeure:

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

15. Waivers:

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

16. Amendments:

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

17. Notice:

All notices, demands or requests to be given under this Contract shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the third business 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.

To Contractor:
City Wide Appliance A/C & Heating Repair
9125½ Park Street
Bellflower, California 90706
Attn: Rodney Koger, Owner
(323) 751-3753
(562) 404-0737

To City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5519
(310) 764-2143 – fax.

With copy to:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

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.

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

19. Examination and Audit:

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

20. Covenants Against Contingent Fees:

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

21. Waivers:

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

22. Entire Contract:

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

23. Governing Law and Severability:

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

Should any part of this Contract 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 Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

24. Federal and State Withholding Taxes:

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

25. Miscellaneous:

Contractor and City acknowledge that the terms of this Contract 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 Contract, 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 Contract, and the City, by its City Manager, who is authorized to do so, has executed this Contract.

CITY WIDE APPLIANCE A/C & HEATING REPAIR
CONTRACTOR

Dated: _____ **By _____**
Rodney Koger, Owner

CITY OF COMPTON
Recommended for Approval by:

By _____ **Dated: _____**
Van Wilson, Director
General Services Department

Approved by:

Dated: _____ **By _____**
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

June 25, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2019-2020 AND AUTHORIZE AN ACTUARIAL STUDY ($1,576,952.51)

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to execute an insurance binder with the City's insurance broker, Alliant Insurance Services ("Alliant") for renewal of the following policies of insurance for Fiscal Year 2019-2020: Crime, Directors and Officers/Employment Liability, Property, Difference In Conditions, Excess Workers' Compensation, Athletics, Excess General Liability, Auto Physical Damage, Dial-A-Ride Auto and the Special Events policy renewal for December 5, 2019 through December 4, 2020. Additionally, the Council will also consider authorizing Eight Thousand Dollars ($8,000.00) for conducting an actuarial study.

Staff is recommending that the Council authorize the issuance of a purchase order to Alliant and/or First Insurance Funding Corporation ("First Insurance") in the amount of One Million Five Hundred Sixty Eight Thousand Nine Hundred Fifty Two Dollars and Fifty-One Cents ($1,568,952.51) for financing of the costs of the premium for all lines of insurance indicated above, including an estimated Six Thousand Dollars ($6,000.00) premium for the Special Events policy renewal due in December 2019. It is further recommended that the City Manager be authorized, if fiscally practical, to accelerate the payments to avoid finance charges.

BACKGROUND

The City of Compton is currently insured for the policies listed above (excluding the Special Events GL policy) through June 30, 2019. The Crime policy insures the City against crimes of theft or fraud that could be perpetrated by employees, while Directors and Officers/Employment Liability insurance protects management and elected officials against judgments and in the defense of lawsuits that may be filed against the City for claims such as discrimination.

The City maintains Excess General Liability insurance to offset payment of any liability claim filed against the City in excess of the City's self-insured retention level of $1,000,000.00. Property insurance is necessary to insure coverage to the City's property against damages that may occur such as fire or business interruption and Difference in Conditions insurance covers damage to the City's property in the event of earthquake or flood. Excess Workers' Compensation Insurance covers the City in the event a workers' compensation claim exceeds the City's self-insured retention level of $1,000,000.00, while Athletics Liability covers parks and recreation athletic events. However, over-night camping events, pyrotechnics (fireworks), and events that include animal rides and skateboarding events are excluded from the Athletics Liability policy due to the inherent risks. Additionally, entertainment events which include celebrities are also excluded, however, some of these excluded events could be covered under the Special Events policy which is up for renewal this December.

The City's Dial-A-Ride vehicles are insured through the Auto Physical Damage policy, although coverage for the Dial-A-Ride vehicles is limited to within 100 miles from the City Hall parking lot. Commercial Auto Physical Damage insurance covers losses to all scheduled vehicles in the City's fleet.

STATEMENT OF ISSUE

It is routine for municipalities to maintain the types of insurance coverage described above to protect all municipal interest. The City's insurance policies will expire on June 30, 2019, thus it is vital to renew these policies in order to continue the protections afforded thereby. Consolidating policies in this way tends to guarantee that major coverage, such as excess general liability, property, earthquake, flood and excess workers' compensation are managed without the worry or hazards of lapses in coverage periods.

The insurance industry constantly reviews individual as well as national client loss statistics and compares them against and with other factors to determine rates. Negative factors affecting the City's insurance portfolio over the last few years include, but are not limited to the increase in employment liability claims, training issues, staff accountability issues and personnel turnover. Positive factors affecting the City's insurance portfolio include increased efficient claims reporting, effective risk analysis and coverage choices, positive claims experience in our policies such as Dial-A-Ride Auto, Difference in Conditions, and Excess Workers' Compensation.

Business practices, including staff accountability issues are the types of conditions that tend to increase claims loss experience and drive premium costs upward. Increased accountability including oversight and training assists in lowering claims which could equate to lower premiums.

The City would also benefit greatly from an actuarial study to determine the "Incurred But Not Reported" ("IBNR") on the general liability and workers' compensation claims. With a more clear analysis of the amount projected to pay claims, the City will have a better picture of insurance budgeting needs for the future. Also, insurance companies like to know IBNR when pricing liability and workers' compensation excess insurance, and the City's IBNR liability may be at a level that assists in lowering the policy rates for these policies next renewal. Therefore, it is requested that an additional $8,000.00 be authorized for an actuarial study.

FINANCIAL IMPACT

The total insurance premium for the policies of insurance specified above for Fiscal Year 2019-2020 (i.e. July 1, 2019 through June 30, 2020), is **$1,538,832.16 plus $24,120.35 funding finance charges, plus an estimated $6,000.00 for the Special Events policy, for a total of $1,568,952.51**. It is also requested that the additional $8,000.00 be authorized for an actuarial study. The Dollarhide Special Events GL policy is due to renew in December 2019, and will not be included in the Finance Agreement payment plan.

Staff has arranged a payment plan with Alliant and First Insurance for the Fiscal Year 2019-2020 policy premiums, which requires a down payment of **$577,996.14** and three (3) quarterly installments of **$328,318.79** each, plus a finance charge of **$24,120.35.**

Funds for the renewal of these insurance policies will be available in the 2019-2020 Fiscal Year budget of the City Attorney's Office as follows:

Account No.	Description	Amount
6400 420 000 4268	Insurance Liability	$1,250,785.51
6300 420 000 4268	Workers' Compensation	$ 256,271.00
2000 420 000 4268	Prop A	$ 61,896.00
	Total	**$1,568,952.51**

Funding for the actuarial study in the amount of $8,000.00 will be available in the City Attorney's Office Fiscal Year budget of 2019-2020 in Account No. 6400 420 000 4269.

RECOMMENDATION

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

MONICA TURNER
RISK MANAGER

CRAIG CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO
CITY MANAGER

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2019-2020 AND AUTHORIZE AN ACTUARIAL STUDY ($1,576,952.51)

WHEREAS, the City's insurance policy portfolio consists of coverage for Crime, Directors and Officers/Employment Liability, Property, Difference in Conditions, Excess Workers' Compensation, Excess General Liability, Athletics, Auto Physical Damage and Dial-A-Ride Auto and Excess insurance, Special Events (Renewal period is December 5, 2019 through December 4, 2020); and

WHEREAS, except for the Dollarhide Special Events policy, the City's current policies expire June 30, 2019, thus it is vital that these policies are bound prior to July 1, 2019 to avoid interruptions in coverage for Fiscal Year 2019-2020; and

WHEREAS, staff has arranged a payment plan with First Insurance Funding for renewal of the policies for Fiscal Year 2019-2020, which requires a down payment of $577,996.14, and three quarterly installments of $328,318.79 and finance charges of $24,120.35 (renewal of the Special Events policy is not subject to finance charges and is estimated at $6,000.00); and

WHEREAS, the City would benefit greatly from an actuarial study for a more clear analysis of the amount projected to pay liability and workers' compensation claims; and

WHEREAS, funding for these expenditure will be available in the 2019-2020 Fiscal Year budget of the City Attorney's Office.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to execute an insurance binder with Alliant Insurance Services for the renewal of the following insurance policies: Crime, Directors and Officers/Employment Liability, Excess General Liability, Property, Difference In Conditions , Excess Workers' Compensation, Athletics General Liability, Auto Physical Damage and Dial-A-Ride Auto, with financing through First Insurance Funding for the Fiscal Year 2019-2020 (i.e. July 1, 2019 through June 30, 2020), and renewal of the Special Events policy for December 5, 2019 through December 4, 2020.

Section 2. That the City Manager, on the advice and approval of the City Attorney is further authorized to have an actuarial study conducted.

Section 3. That a total of purchase order(s) in the amount of One Million Five Hundred Sixty Eight Thousand Nine Hundred Fifty Two Dollars and Fifty-One Cents ($1,568,952.51) is authorized to be issued to Alliant Insurance Services and/or First Insurance Funding Corporation.

Section 4. That further a purchase order in the amount of Eight Thousand Dollars ($8,000.00) is authorized to be issued to Alliant Insurance Services for the conducting of an actuarial study.

Section 5. That funds for these expenditures will be available in the 2019-2020 Fiscal Year budget in the following account numbers:

Insurance policy renewals:

Account No.	**Description**	**Amount**
6400 420 000 4268	Insurance Liability	$1,250,785.51
6300 420 000 4268	Workers' Compensation	$ 256,271.00
2000 420 000 4268	Prop A	$ 61,896.00
	Total	**$1,568,952.51**

Actuarial Study:

Account No.	**Amount**
6400 420 000 4269	$8,000.00

Section 6. That a certified copy of this Resolution will be filed in the offices of the City Manager, City Attorney, City Clerk and City Controller.

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, 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 _____, 2019.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

June 25, 2019

TO: **MAYOR AND CITY COUNCIL**

FROM: **BRIAN DICKINSON, GENERAL MANAGER**
COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR GENERAL PUMP COMPANY FOR REPAIRS TO WELL NO. 15 (79,826.74)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a services contract with and issue a purchase order in the amount of Seventy Nine Thousand Eight Hundred Twenty Six Dollars and Seventy-Four Dollars ($79,826.74) for General Pump Company for repairs needed to City Well No. 15, located at 345 West Glencoe Street, Compton.

BACKGROUND

The Compton Municipal Water Department's ("Department") water system serves approximately 58,000 people in the City. The City has eight (8) water wells and two (2) booster pump station facilities. All of these facilities require routine maintenance, repairs and/or rehabilitation to assure adequate flow to customers, as well as fire protection.

On February 24, 2018, the City Council adopted Resolution No. 24,743, which authorized a three (3) year maintenance services contract; with the option to extend the contract for two (2) one-year periods; with General Pump Company for the provision of technical and maintenance services to the City's eight (8) water wells and two (2) booster pump stations facilities at the cost of $77,000.00 per contract year.

STATEMENT OF ISSUE

Scheduled maintenance on Well No. 15 revealed substantial decline in operations performance of the facility, necessitating major repairs to bring the well into operation specifications. The extensive repairs needed for this well is beyond the scope of services to be provided by General Pump Company in their existing contract; however, based on set rates for repairs negotiated with this vendor for the 2018 contract, General Pump will perform the major repairs needed for this well at the cost of $79,826.74.

FISCAL IMPACT

Funds in the amount of $79,826.74 are available in the Department's 2018/2019 Fiscal Year budget in Account No. 5000 860 000 4734.

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution.

**BRIAN DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RAMBO, JR.
CITY MANAGER**

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR GENERAL PUMP COMPANY FOR REPAIRS TO WELL NO. 15 (79,826.74)

WHEREAS, the Compton Municipal Water Department's ("Department") water system serves approximately 58,000 people in the City; and

WHEREAS, the City has eight (8) water wells and two (2) booster pump station facilities, all of which require routine maintenance, repairs and/or rehabilitation to assure adequate flow to customers as well as fire protection.

WHEREAS, on February 24, 2018, the City Council adopted Resolution No. 24,743, which authorized a three (3) year services maintenance contract; with the option to extend the contract for two (2) one-year periods; with General Pump Company for the provision of technical and maintenance services to the City's eight (8) water wells and two (2) booster pump stations facilities at the cost of $77,000.00 per contract year; and

WHEREAS, scheduled maintenance on Well No. 15 revealed substantial decline in operations performance of the facility, necessitating major repairs to bring the well into operation specifications; and

WHEREAS, the extensive repairs needed for this well is beyond the scope of services to be provided by General Pump Company in their existing contract; however, based on set rates for repairs negotiated with this vendor for the 2018 contract, General Pump will perform the major repairs needed for this well at the cost of $79,826.74; and

WHEREAS, it is critical to have the repairs performed on this well to bring it into operations specifications and place it back into service for the summer demand period; thus, staff recommends that it is in the best interest of the City to accept the proposed repair costs and enter into a repair services contract with General Pump Company to effectuate the needed repairs; and

WHEREAS, funds for this expenditure in the amount of $79,826.74 are available in the Department's 2018/2019 Fiscal Year budget.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a (repair) services agreement with and issue a purchase order in the amount of Seventy Nine Thousand Eight Hundred Twenty Six Dollars and Seventy-Four Dollars ($79,826.74) for General Pump Company for repairs needed to City Well No. 15, located at 345 West Glencoe Street, Compton.

Section 2. That funding in the amount of $79,826.74 are available in the Department's 2018/2019 Fiscal Year budget in Account No. 5000 860 000 4734.

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

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

ADOPTED this _----__ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
GENERAL PUMP COMPANY

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **GENERAL PUMP COMPANY** (hereinafter referred to as **"CONTRACTOR"**) located at 159 North Acacia Street, San Dimas, California 91773, (each a "Party" and collectively, the "Parties").

RECITALS

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City does not have the equipment or available personnel specifically trained and experienced to perform the services required and requires the services of a contractor trained, certified and experienced with the providing of professional repair services needed for the City's Water Well No. 15.

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____, adopted by the City Council on _____, 2018.

WHEREFORE, the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as set forth below:

1.0 Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all professional, technical, clerical services, labor, materials, tools, equipment, transportation, utilities, telephone, etc., used by Contractor in connection with providing professional repair services needed for the City's Well No. 15, located at 345 West Glencoe Street, Compton, as more fully described within the Contractor's **"Proposal – Well 15",** dated March 22, 2019, which is attached hereto and incorporated herein.

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

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

The manner and means used by Contractor to perform the services desired by City are at the sole discretion and control of 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 ("Applicable Laws"). 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 City's project and shall replace the personnel with another personnel of equivalent experience and qualifications.

Contractor warrants that all material supplied and services performed under this Contract complies with or will comply with Applicable Laws. City warrants that it shall use any deliverables provided by Contractor in accordance with and for purposes that comply with all Applicable Laws.

2.0 Term of the Contract:

The Contractor shall commence performance of the work upon Notification to Proceed from the City and continue in a diligent and professional manner to perform and execute the agreed services within **sixty (60) working days**, unless this Agreement is extended or terminated as provided herein.

3.0 Compensation:

The method of payment for this Contract shall be on a specified cost basis, as more specifically provided in Contractor's **Proposal,** which is incorporated herein. The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved by the City**.**

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **General Manager, Compton Municipal Water Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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, including any noncancellable obligations incurred prior to 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 and materials associated with the performance of this Agreement.

4.0 Key Personnel:

4.1 Contractor's Representative. Contractor hereby designates **Michael Bodart**, **President** 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.

4.2 City's Representative. City hereby designates the **General Manager** of the **Compton Municipal Water Department** or his/her designee as City's Representative for this Agreement.

5.0 Supervision of Work:

Contractor shall supervise and direct the work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all services means, methods, techniques, sequences and procedures and for coordinating all portions of the work.

6.0 Safety:

6.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the work.

6.1.2 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 Well No. 15 facility location (i.e. "Site");

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

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

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

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

6.1.5 If City deems any part of the work or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work 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.

6.1.6 Should this work involve digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

.a Material the Contractor believes may be material that is hazardous waste, as defined in *Section 25117 of the Health and Safety Code that* is required to be removed to a Class I, Class II or Class III disposal site.

.b Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to bidders prior to deadline for submitting bids.

.c Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

6.1.7 Contractor represents that in advance of the excavation of any trench deeper than five (5) feet, it shall submit for acceptance by the City or a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

7.0 Indemnity:

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

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

8.0 Insurance:

8.1 Insurance Requirements. The Contractor shall not commence Work 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 work on any subcontract until it has secured all insurance required under this Section 8.0.

As a condition precedent to the effectiveness of this Contract for work 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.

8.2 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 work.

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

8.2.1 Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **One Million Dollars ($1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

.a The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) contain any exclusions contrary to the Contract.

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars ($1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident."

8.2.3 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 ($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.

8.3 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.

8.3.1 The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) shall be endorsed to provide the following:

.a 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.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c 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.

8.3.2 The policy or policies of insurance required by Section 8.2.2 (Automobile Liability) shall be endorsed to provide the following:

.a 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.

8.3.3 The policy or policies of insurance required by Section 8.2.3 (Workers' Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b 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.

8.4 Waiver of Subrogation. Required insurance coverage's 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.

8.5 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.

8.6 Evidence of Insurance. ***The Contractor, concurrently with the execution of this Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City.*** The certificates

and endorsements for each insurance policy shall be signed by a person authorized by 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.

8.7 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.

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

9.0 Non-Discriminatory 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.

10.0 Successors 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.

11.0 Warranties:

The Contractor guarantees all equipment, materials, supplies and work furnished on the job against defective construction or workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive termination of the Contract. The City shall give notice promptly after discovery of the condition.

12.0 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 of Compton, and is not authorized to act on behalf 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 Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers, joint venture or partner 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. Contractor will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

13.0 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*.

14.0 Termination:

Notwithstanding any other provisions of this Contract, this Contract may be terminated by either Party at any time by giving the other Party at least fifteen (15) days prior written notice. Either Party may terminate this Agreement immediately upon written notice to the other Party if: (a) the other Party commits a material breach of this Agreement, which is not cured within ten (10) days of receipt, or (b) immediately upon written notice if the other Party becomes insolvent, is dissolved or liquidated, makes general assignment for the benefit of its creditors, files or has filed against it a petition for bankruptcy, or has a receiver appointed for a substantial part of its assets, or (c) 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 materials or fails to make prompt payment to subcontractors or for materials or labor.

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.

15.0 Ownership of Documents/Equipment:

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other materials ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing services pursuant to this Contract and all equipment upgraded, repaired, replaced, maintained and/or serviced shall be and are the property of the City**,** whether or not the services are completed.

16.0 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.

17.0 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.

18.0 Amendments:

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

19.0 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 third business 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.

To Contractor:	**General Pump Company** **159 North Acacia Street** **San Dimas, California 91773** **Attn: Michael Bodart, President** **(909) 599-9606** **(909) 599-6238 – fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: General Manager, Compton Municipal Water Department** **(310) 605-5524** **(310) 763-4567 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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.

20.0 Contractors' 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**,** at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

21.0 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.

22.0 Covenants Against Contingent Fees:

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

23.0 Waivers:

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

24.0 Entire Agreement:

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

25.0 Governing Law and Severability:

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

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

26.0 Federal and State Withholding Taxes:

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

Contractor's failure to comply with this provision. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Agreement.

27.0 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.

GENERAL PUMP COMPANY/CONTRACTOR

Dated: _____ **By _____**
Michael Bodart, President/Director of Engineering

CITY OF COMPTON
Recommended for Approval by:

By _____ **Dated: _____**
Brian Dickinson, General Manager
Compton Municipal Water Department

Approved by:

Dated: _____ **By _____**
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

By _____ Dated: _____
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

GENERAL PUMP COMPANY

159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952 Lic. #496765

Serving Southern California and Central Coast

March 22, 2019 ***Via Email***

City of Compton
205 S. Willowbrook Ave.
Compton, Ca 90220
Attn: Brian Dickinson

Subject: Well 15

General Pump Company has completed our inspection for your pump equipment. Please see the below.

Engineering Inspection

- Suction pipe and cone strainer were scrapped before performing Engineering inspection.
- Field report indicates that both pipe and strainer were bad. Need to replace with new.
- Light to moderate wear throughout entire bowl unit.
- Wear ring clearances exceed factory tolerances.
- Bronze bushings are slightly worn oversize.
- There are no wear marks on bowl shaft, but it does have some cavitation around bearing journals.
- All column pipe was scrapped before performing Engineering inspection.
- Field report and pictures show that all pipe was junk, and at least one piece had a hole in the column wall.
- Need to replace all column pipe with new.
- All tubes are covered with moderate scale.
- Tube walls have some light pitting but appear to be reusable.
- Need to pressure-wash entire lengths, and wire brush ends for installation.
- All end bearings are good. Some have slightly damaged thread, but they appear to be repairable.
- All shafts have very minimal wear. Some have a light coat of rust, but they are all reusable. Need to polish and balance for reinstallation.
- If moderate wear is noticed after polishing, then shafts will need to be flipped to offset the bearing journals.
- Recommend replacing all couplings with new in order to minimize the possibility of future failure.
- Discharge head appears to be in fair condition.
- Need to sandblast, re-machine surfaces, re-tap holes, and paint for installation.

- Head nipple has some rust and light pitting, need to pressure-wash, wire brush threads, and re- machine parallel faces for installation.
- Top tube is heavily pitted and was cut during pump pull.
- Head shaft has very minimal wear at bearing journal; need to polish and balance for installation.
- Bushing on stretch assembly is worn; recommend rebuilding entire assembly (including bushing) in order to minimize the possibility of future failure.
- Parts bucket has discharge and base bolting that is heavily corroded; need to replace with new.
- No BWSs or airline was brought in with pump (possibly all was bad).
- Need to supply ¼" SS airline, BWSs, DR gauge, and discharge gasket.

Cost

Shop Labor

- ***Pressure-wash and prepare bowls for disassembly**
- Tear down and inspect bowls; provide report and recommendations
- Pressure-wash and inspect T&S assemblies
- Engineering inspection and report (Included)
- Unload and stage new pump materials; quality assurance
- Check proper fit of suction pipe & cone strainer; weld lugs on pipe and prep for installation
- Check proper fit of new bowl; assemble unit and prepare for installation
- Check proper fit of new column pipe; pressure-wash and prepare for installation
- Polish and balance line shafts; replace couplings and prepare for installation
- ***Pressure-wash tube assemblies; wire brush ends and polish bearings**
- Stab T&S assemblies in column pipe
- Remove Top column flange and nipple from discharge head
- Pressure-wash and wire brush top column flange & nipple; machine parallel faces
- Load up discharge head, deliver to sandblaster/Unload and mobilize to shop
- Mobilize to sandblaster, load up discharge head/Mobilize to shop and unload
- Machine discharge head parallel and concentric to pump center line & drill head for PVC
- Drill hole on discharge head for PVC access
- Install top column flange and nipple on discharge head; paint and prepare for installation
- Rebuild 2-1/2" stretch assembly
- Engineer and machine new top tube
- Engineer and machine new head shaft
- Check proper fit on new Airline assembly; gather bracket and fitting
- Gather necessary gaskets, fittings, bolting/Stage all equipment and
- prepare for installation
- ***Dispose leftover junk materials**

Premium Shop Labor - 61 Hrs. @ $ 105/Hr.	$ 6,405.00	
****General Shop Labor -*** 10 Hrs. @ $70/Hr.	700.00	7,105.00

Materials

• 6" 316SS Cone Strainer	$ 360.00	
• 6" X 10' X .280" TOE NPT Suction Pipe	332.00	
• Heavy Duty bowl assembly with 201SS impellers and SS trim	10,831.00	
• 8" X 20' X .322" TNC Butt Pipe	14,985.00	
• 1-1/2" C-1215 Shaft Coupling	460.00	
• 8" BWS Centralizer	24.00	
• Materials to Refurbish 8" Discharge Head	135.00	
• Materials to Rebuild 2-1/2" Stretch Assembly	124.00	
• 2-1/2" Top Tube (Stretch)	180.00	
• 1-1/2" Head shaft w/ Nut & Key	1,186.00	
• 1/4" SS Airline Assembly w/ rubber jacket	1,275.00	
• 8" 150# FF Discharge Gasket	8.00	
• 8" 150# Discharge Bolt & Nut Kit	19.00	
• Electrical Connection Kit	225.00	
• Consumables (Grease, Sealer, Solvent, Etc.…)	175.00	
• Chlorine & chemicals	1,192.00	
• 1.25" 80 PVC flush joint w/ straps	1,044.00	
• Freight	340.00	
• Sales Tax @ 10.25%	3,371.74	36,266.74

Field Labor - Brush

- Wire brush well

Cable tool Rig & 2 Men		
Est. 22 Hrs. @ $290/Hr.	6,380.00	
Est. 6 Hrs. @ $110/Hr.	660.00	
• Wire brush rental	695.00	
• Revideo well	1,200.00	

Option: Airburst® well based on video log results

2 Men & Cable Tool Rig- 12 Hrs. @ 290/Hr.	3,480.00	
Airburst® equipment & Technician	9,880.00	
Overtime- 4 Hrs. @ $110/Hr.	440.00	22,735.00

Field Labor - Install

- Chlorinate & Install

Pump Pulling Rig		
2 Men & Service Truck- ***Est.*** 24 Hrs. @ $240/Hr.	5,760.00	
Field Service Electrician- ***Est.*** 24 Hrs. @ $170/Hr.	4,080.00	
Overtime- 3 Men – 8 Hrs. @ $55/Hr.	1,320.00	

Note* Travel is $170/Hr. per man. Utilizing the rig rates above saved The City $40/Hr. or $240 for 6 hours.

- Perform startup
- Testing & Dynamic Video logging

Electrician- Est. 8 Hrs. @ $170/Hr.	1,360.00	12,520.00

Outside Service

• Dynamic Video log	1,200.00
Total Cost of Labor & Materials	***$ 79,826.74***

Should you have any questions or need additional information regarding the above summary and associated costs, please do not hesitate to contact us.

Thank you.

Sincerely,

GENERAL PUMP COMPANY, INC.

Michael Bodart

Michael Bodart
President / Director of Engineering

June 25, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CECIL W. RHAMBO, JR., CITY MANAGER

RE: REQUEST FOR USE OF CITY COUNCIL CHAMBERS BUILDING FOR DR. W. JEROME FISHER, ESTEEMED PASTOR EMERITUS OF GREATER ZION CHURCH FAMILY TO LAY IN HONOR ON JUNE 27, 2019 FROM 12:00 P.M. to 6:00 P.M. (ACTION ITEM)

The Parks and Recreation Department ("Department") received a request from the family of Dr. W. Jerome Fisher, esteemed Pastor Emeritus of the Greater Zion Church Family located at 2408 North Wilmington Avenue, Compton, CA 90222 to use the City Council Chambers and Council Community Meeting Room (collectively the "Council Chambers Building"), to lie in honor on Thursday, June 27, 2019 from 12:00 P.M. to 6:00 P.M.

Dr. W. Jerome Fisher, esteemed Pastor Emeritus of the Greater Zion Church Family was called to glory on June 16, 2019. In order to celebrate the achievements of one of the City's cornerstones of strength and wisdom, the family has requested for Dr. W. Jerome Fisher to lay in honor in the City Council Chambers on Thursday, June 27, 2019 from 12:00 P.M. to 6:00 P.M. Dr. W. Jerome Fisher has been the spiritual leader in the community and a source of guidance and inspiration for over 62 years. Little Zion Missionary Baptist Church initially opened its doors to the community as the first African-American Church in the City of Compton, with only thirteen (13) members and quickly grew to over two thousand (2,000). As a Los Angeles based father of the faith, Dr. Fisher kept the pastoral reigns of the church until passing the baton to his son, Rev. Michael J. Fisher, in 2005.

Pursuant to recommendations from Council, in March 2017, the City Manager implemented Standard Operating Manual Policy 4.17, which establishes authorized use of the City Council Chambers and City Council Community Meeting Room (collectively the "Council Council Building"). Authorized uses are essentially limited to uses for official City business and activities. Any uses not authorized require Council approval.

Additionally, there is no provision that allows use of the City Hall lobby area for non-City related sponsored activities; thus, Council approval is required.

The family has requested the following:
• Use of the City Council Chambers on Thursday June 27, 2019 to lie in honor:
Time: 12:00 p.m. – 6:00 p.m.

DEPARTMENT	COSTS
Facility Fees $20 hour x 6 hours =$120	$120.00

MARVIN C. HUNT, DIRECTOR
PARKS AND RECREATION DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

June 25, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ALITA L. GODWIN, MMC, CITY CLERK

SUBJECT: RECONSIDERATION OF 2019 FIREWORKS APPLICATION

SUMMARY

This staff report details the results of the 2019 Firework Stand lottery and indicates staff's approval and denial recommendations for City Council's consideration.

BACKGROUND

The City Council held the 2019 Fireworks Application Approval/Denial hearing on June 11, 2019. Three (3) organizations were approved for a 2019 Fireworks Stand based on Staff's recommendation. Pursuant to Compton Municipal Code Section 22-2, applicants desiring to obtain a permit for the sale of fireworks in the City of Compton shall make an application for a permit through the City Clerk's Office between March 1st and April 1st. The random drawing for the 2019 Firework stands took place on May 14, 2019. There is only space for twelve (12) stands within the City of Compton. With only three organizations being approved during the June 11, 2019 hearing, there are nine (9) vacant spaces available for a fireworks stand.

STATEMENT OF THE ISSUE

Pursuant to Compton Municipal Code 22-2.8, Granting or Denial of Permits: The City Council, after a hearing thereon and in its sole discretion, may grant or deny a permit to sell fireworks. The City Council shall use the following criteria for granting permits:

a. Whether the applicant in fact complies with the eligibility requirements set forth in section.
b. The amount of community activity of the applicant.
c. The length of community service of the applicant.
d. The manner in which funds have been used by the applicant for prior community services.
e. The size of the annual budget of the applicant used in community service.
f. Such other community activities of the applicant as the Council deems relevant.

The following applicants are outside of City's boundaries:

1. Rancho Dominguez Athletics
2. West Coast Rebels
3. All Families Matter

The lottery results are as follows:

1. Trinity Ministry Outreach
2. Pentecost Temple Ministries
3. Compton Bears Youth Football
4. Phi Beta Sigma Fraternity
5. KDS & Associates
6. New Holy Trinity Baptist Church
7. Light of the World Community Church
8. Christ First Baptist Church
9. All Families Matter, Inc. (outside city boundries)
10. Light of the World C.O.G.I.C.
11. Sunshine community Resources Organization Center
12. Victory Outreach
13. Latino Chamber of Commerce
14. First Charity Missionary Baptist Church

Dominguez Samoan Congregational Christian Church and Curry Temple Christian Methodist Church are in their second year and not included in the lottery process.

Consequently, City Council agreed with Staff's recommendation to approve the following organizations:

1. Compton Bears Youth Football & Cheer
2. KDS & Associates
3. Victory Outreach

ALTERNATIVE

The City Council has agreed to reconsider the fireworks application.

FISCAL IMPACT

Applicants pay to the City of Compton a nonrefundable application and permit fee of two hundred fifty dollars ($250.00).

RECOMMENDATION

Based on City Council's willingness to reconsider the fireworks applications, Staff recommends that the City Council approve the following application based on their lottery standing:

1. Dominguez Samoan Congregational Christian Church
2. Curry Temple Christian Methodist Church
3. Trinity Ministry Outreach
4. Pentecost Temple Ministries
5. Phi Beta Sigma Fraternity
6. New Holy Trinity Baptist Church
7. Light of the World Community Church
8. Christ First Baptist Church
9. Light of the World C.O.G.I.C.

ALITA GODWIN, MMC
CITY CLERK

June 25, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CECIL RHAMBO, CITY MANAGER

SUBJECT: RETIREMENT

I would like to thank you for the opportunity to serve as the City Manager for the City of Compton. It has been my honor to serve the City of Compton and its residents. Effective July 7, 2019 it is my intent to retire.

Sincerely,

Cecil W. Rhambo Jr.
City Manager

June 25, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY AND CONSOLIDATED DISPOSAL SERVICE, LLC, THROUGH ITS WHOLLY OWNED SUBSIDIARY, REPUBLIC SERVICES, INC., FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES, MAKING A DETERMINATION OF EXEMPTION FROM CEQA IN CONNECTION THEREWITH, AND TAKING CERTAIN RELATED ACTIONS

SUMMARY

The attached ordinance approves an amended and restated solid waste franchise agreement.

BACKGROUND

On April 23, 2019, the City Council adopted Resolution 25,008 (i) declaring the Council's intent to amend the City's existing solid waste franchise agreement, approve increases to the solid waste rates, amend Chapter XXI of the Compton Municipal Code, collect solid waste charges for single-family residential properties that do not receive water service from the City on the fiscal year 2019-20 County tax roll, and make a finding that the foregoing actions are exempt from CEQA; (ii) setting a public hearing on June 18, 2019; and (iii) and taking related actions, including approving procedures for conducting the public hearing, directing staff to prepare a written report in connection with the tax roll billing, and directing staff to provide notice of the public hearing. The public hearing procedures and written report are on file in the office of the City Clerk.

The City published Resolution No. 25,008. In addition, in accordance with the requirements of Proposition 218 (which added Article XIII D to the California Constitution), the City mailed notice of the public hearing to property owners and customers at least 45 days prior to the date of the public hearing and in accordance with Health and Safety Code Section 5473.1, the City published notice of the public hearing once a week for two successive weeks prior to the public hearing. The notices set forth the proposed rate increases and information regarding the collection of charges for single-family properties that do not receive water service from the City on the County tax roll for fiscal year 2019-20.

STATEMENT OF THE ISSUE

In 2010, the City entered into an exclusive solid waste franchise agreement with Pacific Coast Waste & Recycling, LLC, which was amended and restated in 2012. The agreement was assigned to Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. ("Republic"), in 2013. The term of the franchise agreement will expire on September 30, 2022.

California's mandatory commercial recycling law (California Public Resources Code Sections 42649-42649.7 and Title 14 of the California Code of Regulations Sections 18835-18839) ("MCR law") and mandatory organics recycling law (California Public Resources Code Sections 42649.8-42649.87) ("MOR law") require the City to implement a commercial solid waste recycling program and an organic waste recycling program that meet certain requirements.

Pursuant to the MCR law, public entities and businesses that generate four cubic yards or more of solid waste per week and multi-family complexes of five or more units, regardless of the amount of solid waste they generate, must arrange for recycling services. Pursuant to the MOR law, public entities, multi-family complexes of five or more units, and businesses that generate four cubic yards or more of commercial solid waste per week must arrange for recycling services specifically for organic waste. The City must implement commercial solid waste and organic waste recycling programs designed to divert commercial solid waste and organic waste in accordance with the MCR and MOR laws. The programs must include identification of businesses and multi-family complexes subject to the MCR and MOR laws, and notification, monitoring, education, outreach and enforcement actions. The City is also required to report periodically to CalRecyle on its progress in implementing its MCR and MOR programs.

In order to establish and implement suitable MCR and MOR programs and address other solid waste issues, including increasing the solid waste rates, staff recommends that the City Council hold a public hearing and adopt the attached ordinances and resolution to accomplish the actions described below.

Amend and restate the existing solid waste franchise agreement. The City Council will consider the proposed amended and restated franchise agreement at the public hearing. Republic has agreed to provide recycling programs that will assist the City to comply with the MCR and MOR laws, and has also agreed to provide enhanced bulky waste/clean-up programs. Proposed amendments to the existing franchise agreement set forth the City's and Republic's agreements with respect to the new and enhanced programs and also include updated provisions to the agreement. The proposed amendments to the franchise agreement will not extend the term of the agreement.

Other proposed amendments to the existing franchise agreement include providing for Republic to take over the billing for commercial accounts and multi-family accounts (with bin service) on or after August 1st, with the City to undertake proceedings annually to collect delinquent commercial and multi-family accounts on the County property tax roll commencing in fiscal year 2020-21. In addition, the amended franchise agreement includes provisions for the City to make installment payments to Republic, in the total amount of $1,600,000, over the remaining term of

the franchise agreement, to compensate Republic for lost revenues in connection with past solid waste billing issues, including undercharges to customers.

CEQA

City staff has evaluated the actions described above to determine whether they will have a significant effect on the environment. Staff has determined that the actions are exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in the proposed amended franchise agreement and in Chapter XXI of the Compton Municipal Code, as proposed to be amended, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment. In addition, pursuant to State CEQA Guidelines Section 15378(b)(4), the creation of funding mechanisms and other fiscal activities which do not involve commitments to a specific project that could have significant physical impacts on the environment are not projects subject to CEQA.

FISCAL IMPACT

As described in this Staff Report, Republic has requested rate increases to the solid waste charges. If the higher rates generate higher revenues for Republic, there will be an increase in the City's franchise fee revenues. As described in this Staff Report, the amended franchise agreement includes a payment to Republic in the total amount of $1,600,000, payable in installments over the term of the franchise agreement, to compensate Republic for lost revenues in connection with past solid waste billing issues, including undercharges to customers.

RECOMMENDATION

That the City Council hold a public hearing and (i) in the absence of a majority protest (calculated as described in this Staff Report) introduce the attached ordinance increasing the solid waste rates by a 2/3 vote; (ii) introduce the attached ordinance amending the franchise agreement; (iii) introduce the attached ordinance amending Chapter XXI of the Compton Municipal Code by a 2/3 vote; and (iv) in the absence of a majority protest (calculated in as described in this Staff Report) adopt the attached resolution providing for collection on the fiscal year 2019-20 County tax roll of the solid waste charges for single-family properties that do not receive water service from the City.

CECIL W. RHAMBO, JR.
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY AND CONSOLIDATED DISPOSAL SERVICE, LLC, THROUGH ITS WHOLLY OWNED SUBSIDIARY, REPUBLIC SERVICES, INC., FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES, MAKING A DETERMINATION OF EXEMPTION FROM CEQA IN CONNECTION THEREWITH, AND TAKING CERTAIN RELATED ACTIONS

WHEREAS, in accordance with the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 *et seq*.) ("Act"), the City must implement its Source Reduction and Recycling Element in order to maintain the diversion of 50% of solid waste collected in the City from landfill disposal through source reduction, recycling, and composting; and

WHEREAS, Chapter XXI of the Compton Municipal Code (Integrated Waste Management) ("Chapter XXI") establishes standards for the collection, transportation, recycling, processing and disposal of solid waste ("services") and provides for the awarding of franchise agreements and the levy of charges for such services; and

WHEREAS, pursuant to California Health and Safety Code Section 5471, *et seq*. and Chapter XXI any of the charges (plus any interest or penalties) may be collected on the County of Los Angeles Property Tax Roll ("Tax Roll"), the water bill for the premises, or by separate bill of the City or the City's authorized hauler, and the City intends to include the charges for single-family residential properties that do not receive water service from the City on the Tax Roll for fiscal year 2019-20; and

WHEREAS, pursuant to Section 1501 of the Compton City Charter, California Public Resources Code Sections 40059(a)(2), 49300, and 49500-49524, and Section 21-1.3 of the Compton Municipal Code, the City and Pacific Coast Waste & Recycling, LLC ("Pacific") previously entered into that certain Agreement for Integrated Solid Waste Management Services, dated on or about May 17, 2010, providing an exclusive franchise to Pacific to perform services within the City, and the agreement was amended and restated on or about October 1, 2012, for among other purposes, to extend its term to September 30, 2022, and was assigned to Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. ("Republic"), in 2013 ("Existing Agreement"); and

WHEREAS, in furtherance of meeting the requirements of California's mandatory commercial recycling law (California Public Resources Code Sections 42649-42649.7 and Title 14 of the California Code of Regulations Sections 18835-18839) ("MCR law") and California's mandatory organics recycling law (California Public Resources Code Sections 42649.8-42649.87 ("MOR law"), the City Council proposes to amend Chapter XXI to require, with certain exceptions, that public entities and businesses that generate four cubic yards or more of solid waste per week and multi-family dwellings of four or more units, regardless of the amount of solid waste they generate source separate recyclable materials from other solid waste and make arrangements with the City's authorized hauler for the collection of recyclable materials and that public entities, multi-family dwellings of four or more units, and businesses that generate four cubic yards or more of solid waste per week source separate organic waste from other solid waste and make arrangements with the City's authorized hauler for the collection of organic waste; and

WHEREAS, Republic has proposed additional and/or enhanced recycling programs to enable the City to comply with the MCR and MOR laws, and has also proposed additional and/or enhanced bulky waste/clean-up programs; and

WHEREAS, the City Council and Republic desire to amend the Existing Agreement, without extending its term, to set forth their agreements with respect to the recycling and bulky waste/clean-up programs and other matters, including modifying the method to calculate rate increases for increased costs due to inflation and providing for Republic to take over the billing for commercial premises and multi-family premises (with bin service) commencing on or after August 1, 2019 (with the City to undertake proceedings to collect delinquencies with respect to such billings on the Tax Roll commencing in fiscal year 2020-21); and

WHEREAS, in order to compensate Republic for the cost of providing solid waste and recyclable materials handling services, including providing the recycling programs and enhanced bulky waste pick-up service and taking over partial billing responsibility as described above, Republic has requested the City Council to increase the rates for solid waste charges, as shown on Exhibit A, attached hereto; and

WHEREAS, on April 23, 2019, the City Council adopted Resolution No. 25,008, entitled, A Resolution of the City Council of the City of Compton (i) Declaring its Intention to Amend the City's Existing Agreement for Integrated Solid Waste Management Services, Approve Increases to the Solid Waste Rates, Amend Chapter XXI of the Compton Municipal Code (Integrated Waste Management), Collect Solid Waste Charges for Certain Single-Family Residential Properties On the 2019-20 County Tax Roll, and Make a Finding that the Foregoing Actions Are Exempt From the California Environmental Quality Act; (ii) Setting a Public Hearing; and (iii) Taking Related Actions; and

WHEREAS, the City Council set June 18, 2019, as the date of a public hearing to consider the proposed rate increases and amendments to the Existing Agreement; and

WHEREAS, the City Clerk provided notice of the time and place of the public hearing in accordance with law; and

WHEREAS, the City Council has held a full and fair public hearing on the proposed rate increases and the proposed amendments to the Existing Agreement where all interested persons were afforded the opportunity to hear and be heard thereon, and the City Council considered all objections and protests thereto;

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

SECTION 1. Recitals. That each of the above recitals is true and correct and is adopted by the City Council.

SECTION 2. **Amendment of Existing Agreement.** That in accordance with California Public Resources Code Sections 40059(a)(2), 49300, and 49500-49524, and Section 21-1.3 of the Compton Municipal Code, and in order to meet the goals and objectives of the Act, the City Council hereby determines that the public health, safety, and well-being require that the Existing Agreement be amended and restated. The Mayor is authorized and directed, for and on behalf of the City, to execute and deliver the agreement entitled, "Amended and Restated Agreement between the City of Compton and Consolidated Disposal Service, LLC. a Delaware Corporation, through its Wholly Owned Subsidiary Republic Services, Inc., a Delaware Corporation for Solid Waste and Recyclable Materials Handling Services" substantially in the form presented to the City Council at this meeting and on file in the office of the City Clerk ("Amended and Restated Agreement").

SECTION 3. Necessary Actions. That the City Manager or his designee, are hereby authorized jointly and severally, to execute and deliver any and all necessary documents and instruments, and to do all things which they may deem necessary or proper to effectuate the purposes of this Ordinance and the Amended and Restated Agreement, and any such actions previously taken are hereby ratified and confirmed.

SECTION 4. CEQA Exemption. That the adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the enhanced solid waste regulations will not have a significant effect on the environment. In addition, the new requirements that strengthen requirements for the handling of solid waste represent actions by a regulatory agency (the City) for the protection of the environment, and thus are exempt from CEQA pursuant to State CEQA Guidelines Section 15308 (actions by regulatory agencies for the protection of the environment).

SECTION 5. Severability. That should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

SECTION 6. Effective Date. That this Ordinance shall take effect 30 days from and after the date of its adoption.

SECTION 7. Duration. That this Ordinance shall remain in effect until it is superseded by another Ordinance adopted by the City Council.

SECTION 8. Filing Copy of Ordinance. That a copy of this Ordinance shall be filed in the office of the City Clerk.

SECTION 9. Publication of Ordinance. That the City Clerk shall cause this Ordinance or a summary of this Ordinance to be published in accordance with the City of Compton Charter.

SECTION 10. Signature and Attestation. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance.

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2019.

That said Ordinance 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

AMENDED AND RESTATED AGREEMENT

BETWEEN

CITY OF COMPTON

AND

CONSOLIDATED DISPOSAL SERVICE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
WHOLLY OWNED SUBSIDIARY OF
REPUBLIC SERVICES, INC.,
A DELAWARE CORPORATION

FOR

SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES

* * *

_____, 2019

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AMENDED AND RESTATED AGREEMENT

This Amended and Restated Agreement for Solid Waste and Recyclable Materials Handling Services (hereinafter the "Agreement") is entered into this ___ day of _____, 2019, by and between the City of Compton, a California charter city and Consolidated Disposal Service, LLC, a Delaware limited liability company, ("Company") wholly owned subsidiary of Republic Services, Inc., a Delaware corporation.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (as amended from time to time, the "Act") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their respective jurisdictions; and

WHEREAS, pursuant to California Public Resources Code Sections 49300 and 49500-49524, as well as Section 21-1.3 of the Compton Municipal Code, the City of Compton has determined that the public health, safety, and well-being, including the implementation of measures consistent with the City's Source Reduction and Recycling Element, and the protection of the City against Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. § 9601 et seq.) liability, require that an exclusive franchise be awarded to a qualified company for Solid Waste and Recyclable Materials Handling Services; and

WHEREAS, on June 29, 2000, the City issued its Solid Waste Management Facilities Variable Rate Revenue Bonds, Series 2000 (the "Bonds"), to finance the acquisition of certain property related to the Collection and Disposal of Solid Waste; and

WHEREAS, City and Pacific Coast Waste & Recycling, LLC entered into that certain Amended and Restated Agreement for Integrated Solid Waste Management Services dated October 1, 2012 (the "2012 Agreement"), which agreement was assigned to the Company on or about July 30, 2013; and

WHEREAS, a Dispute has arisen between the Parties, as defined in this Agreement, requiring certain changes to the 2012 Agreement; and

WHEREAS, City and Company now desire to amend and restate the 2012 Agreement in order to resolve the Dispute and to make certain additional changes to the 2012 Agreement; and

WHEREAS, Company represents and warrants to City that it has the experience, responsibility and qualifications necessary to provide Solid Waste and Recyclable Materials Handling Services in a safe and lawful manner, including taking measures which shall minimize the adverse effects of Collection Vehicles on air quality and traffic; conduct Recycling programs; provide City with information sufficient to meet the City's reporting requirements under the Act; and meet City's other requirements under the Act, including handling Solid Wastes which may contain small amounts of household products with the characteristics of Hazardous Wastes; and

WHEREAS, City and Company are mindful of the provisions of the laws governing the safe Collection, transfer, transport, Recycling, processing and Disposal of Solid Waste, including the Act, the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. § 6901 et seq.), and CERCLA. City and Company desire to leave no doubts as to their respective roles and to memorialize that by entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those terms are used in the CERCLA, and that it is Company, not City, who is "arranging for" the Collection from Premises in the City, transport for Disposal, Composting or other processing, and Recycling of Solid Waste which may contain Hazardous Substances; and further to confirm that as a material inducement to City entering into this Agreement, Company has agreed to fully indemnify City in connection with any claims, losses, liabilities, lawsuits or actions relating to the inadvertent or intentional Collection, transfer, transportation, processing and/or Disposal of hazardous materials that may occur in connection with the Company's performance under this Agreement; and

WHEREAS, Company has agreed, as part of this Agreement, acting as an independent contractor, to provide such personnel, equipment and supplies as are necessary to assist the City to achieve compliance with the requirements of the Act;

NOW, THEREFORE, in consideration of the premises above stated and the terms, conditions, covenants and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

The terms used in this Agreement shall have the meaning set forth in this Article 1. In the event a term is not defined in this Article 1, then it shall have the meaning set forth in Chapter XXI of the Compton Municipal Code or in Division 30, Part 1, Chapter 2 of the California Public Resources Code (with precedence given to definitions in the Compton Municipal Code over conflicting definitions contained in the Public Resources Code). Except as provided in Article 1, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following meanings:

1.1 2012 Agreement

"2012 Agreement" is defined in the fourth recital hereof.

1.2 Act

"Act" is defined in the first recital hereof.

1.3 Affiliate

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Company by virtue of direct or indirect ownership interest or common management. An Affiliate shall include a business in

which Company owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Company and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Company. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986 (26 U.S.C. § 318(a)), as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

1.4 Applicable Law

"Applicable Law" means all laws, regulations, rules, orders, directives, judgments, decrees, permits, approvals, or other requirement of the United States, the State of California, the County of Los Angeles, the City of Compton (including, but not limited to, Chapter XXI of the Compton Municipal Code), and any federal, state, regional or local administrative and regulatory agencies, that are applicable to any aspect of this Agreement, the Company, or the provision of Solid Waste and Recyclable Materials Handling Services, that are in force on the Effective Date, and subject to the provisions of Sections 2.91 and 6.3 of this Agreement, as they may be enacted, issued or amended during the Term.

1.5 Billings

"Billings" or "Billing" or "Bill" means the statement(s) of charges provided to Customers for services rendered by Company.

1.6 Bin

"Bin" means a metal Container with hinged lids and wheels with a capacity of less than ten cubic yards and designed for mechanical pick-up by Collection Vehicles.

1.7 Bin Service

"Bin Service" means Solid Waste and Recyclable Materials Handling Services in which a Bin is used for the Collection of Solid Waste and Recyclable Materials.

1.8 Bonds

"Bonds" means the Bonds referred to in the Recitals hereof.

1.9 Brown Goods

"Brown Goods" includes Electronic Waste and means discarded electronic equipment such as, but not limited to, cellular telephones, video cassette recorders, compact disk (CD) players, CD

recorders, digital video disk (DVD) players, DVD recorders, video cassette recorders, stereos, audio receivers, video receivers, facsimile machines, central processing units (CPUs), laptop computers, and peripherals (e.g., external computer hard drives, computer keyboards, computer mice, and computer printers), and other similar items commonly known as "brown goods" and "e-waste."

1.10 Bulky Items

"Bulky Items" means Solid Waste that cannot and/or would not typically be accommodated within a Cart including specifically without limitation: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); Brown Goods, Electronic Waste; wood waste, tree branches (if not larger than 2 feet in diameter and four feet in length and weighing not more than 60 pounds). Bulky Items do not include car bodies or parts, Construction and Demolition Debris, Hazardous Waste or items requiring more than two persons to remove. Other items not specifically included or excluded above will be Collected provided that they are not more than eight feet in length, four feet in width, or more than 60 pounds. In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, the City Manager shall determine whether that definition shall apply, which determination shall be final and binding on the Parties.

1.11 Business Day

"Business Day" means any day of the week except Saturday, Sunday and the following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

1.12 CalRecyle

"CalRecycle" means the State of California's Department of Resources Recycling and Recovery.

1.13 Cart

"Cart" means a plastic Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 30 and no greater than 101 gallons.

1.14 City

"City" means the City of Compton, a municipal corporation and charter city.

1.15 City Council

"City Council" means the City Council of the City.

1.16 City Equipment

"City Equipment" shall have the meaning ascribed in Section 2.13.

1.17 City Facilities

"City Facilities" means all Premises owned or operated by City, now and in the future, including but not limited to, City Hall, City offices, parks, City yard and street maintenance operations.

1.18 City Manager

"City Manager" means the City Manager of the City or the City Manager's designee.

1.19 Collect/Collection/Collected

"Collect", "Collection" or "Collected" means to take physical possession, transport, and remove Solid Waste or Recyclable Materials within the Service Area.

1.20 Collection Vehicle

"Collection Vehicle" is defined in Section 4.6.2.A of this Agreement.

1.21 Commercial

"Commercial" refers to services performed at or for Commercial Premises.

1.22 Commercial Premises

"Commercial Premises" means all Premises in the City, other than Residential Premises. The term "Commercial Premises" includes, but is not limited to, stores; offices; Federal, State, County, and local governmental institutions, including, but not limited to schools, school districts, special districts, and water districts; restaurants; rooming houses; hotels; motels; offices; manufacturing, processing, or assembling shops or plants; hospitals; clinics; nursing homes; convalescent centers; dormitories; barracks; and card rooms. In the event a question ever arises as to whether a specific Premise meets the definition of Commercial Premises, the City Manager shall determine whether that definition will apply, which determination shall be final and binding on the Parties.

1.23 Company

"Company" means Consolidated Disposal Service, LLC, a Delaware limited liability company and wholly-owned subsidiary of Republic Services, Inc., a Delaware corporation, and its officers, directors, employees, agents, companies and subcontractors.

1.24 Company Compensation

"Company Compensation" means the revenue received by the Company from Customers or City in return for providing services in accordance with this Agreement.

1.25 Company Fees

"Company Fees" is defined in the preamble of Article 3 hereof.

1.26 Composting

"Composting" means the separation of organic matter from the waste stream for controlled decomposition into a material that may be used as a soil amendment.

1.27 Construction and Demolition Debris

"Construction and Demolition Debris" means Solid Waste resulting from construction, remodeling, repair, or demolition operations at any Premises.

1.28 CPI

"CPI" means the Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services, Series ID #CUSR0000SEHG not to exceed 3.5% in any year.

1.29 Container

"Container" means any and all types of Solid Waste or Recyclable Materials receptacles, including Carts, Bins and Roll-off Boxes.

1.30 Customer

"Customer" means a Person receiving Solid Waste and Recyclable Materials Handling Services from Company pursuant to the terms of this Agreement.

1.31 Designated Green Waste Processing Facility

"Designated Green Waste Processing Facility" is defined in Section 4.19.2 hereof.

1.32 Designated Organic Waste Processing Facility

"Designated Organic Waste Processing Facility" is defined in Section 4.19.3 hereof.

1.33 Designated Recycling Facility

"Designated Recycling Facility" is defined in Section 4.19.1 hereof.

1.34 Disposal

"Disposal" means the ultimate disposition of Solid Waste Collected by Company at a landfill or otherwise as permitted by Applicable Law.

1.35 Disposal Site(s)

"Disposal Site(s)" means the Facility or Facilities utilized for the Disposal of Solid Waste Collected by Company.

1.36 Diversion

"Diversion" has the meaning ascribed in Section 40124 of the California Public Resources Code.

1.37 Effective Date

"Effective Date" is defined in Section 2.3.

1.38 Electronic Waste

"Electronic Waste" has the meaning ascribed to "Covered Electronic Waste" in Section 42463 of the Public Resources Code and all Brown Goods.

1.39 EMSW Conversion

"EMSW Conversion" has the meaning ascribed in Section 40132.2 of the Public Resources Code.

1.40 Environmental Laws

"Environmental Laws" means all federal and state statutes, county, local and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, CERCLA; the RCRA; the Federal Clean Water Act, 33 U.S.C. § 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code § 25100 et seq.; the California Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code § 25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code § 13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code § 25249.5 et seq.; and all rules and regulations promulgated thereunder.

1.41 Facility

"Facility" means any plant or site, owned or leased and maintained, operated or used by Company for purposes of performing under this Agreement.

1.42 Franchise

"Franchise" shall have the meaning ascribed in Section 2.1.

1.43 Franchise Fee

"Franchise Fee" means the fee negotiated at arms-length between the Parties and paid by Company to City or retained by the City pursuant to Section 3.1.1 hereof for the rights granted pursuant to Section 2.1 hereof.

1.44 Green Waste

"Green Waste" means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than 48 inches in its longest dimension or four inches in diameter. Green Waste includes plant debris, such as tree trimmings, wood stumps, grass cuttings, dead plants, leaves, branches, flowers, plant stocks, leaves, dead trees (subject to length and diameter limitations), and other forms of Organic Waste that is generated at the Premises wherein the Green Waste is Collected. Green Waste excludes yucca and palm fronds. Green Waste does not include material not normally produced from gardens or landscape areas, such as brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood products.

1.45 Green Waste Processing Facility

"Green Waste Processing Facility" means a permitted Facility where Green Waste is sorted, mulched or separated for the purposes of Recycling, reuse or Composting.

1.46 Gross Revenues

"Gross Revenues" means any and all revenue received from Billings by Company or City for the provision of Solid Waste and Recyclable Materials Handling Services pursuant to this Agreement, in accordance with generally accepted accounting principles, without subtracting Franchise Fees, administrative fees or other fees or any other cost of doing business.

1.47 Hazardous Substance

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to the following laws as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder: (i) CERCLA; (ii) the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; (iii) RCRA; (iv) the Federal Clean Water Act, 33 U.S.C. § 1251 et seq.; (v) California Health and Safety Code §§ 25110.02, 25115, 25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 U.S.C. § 7401 et seq.; and (vii) California Water Code § 13050; and (b) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local Environmental Laws currently existing or hereinafter enacted, and all rules and regulations promulgated thereunder, including, without limitation, friable asbestos, polychlorinated biphenyls ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

1.48 Hazardous Waste

"Hazardous Waste" means wastes defined in Public Resources Code Section 40141 as well as all substances defined as hazardous waste, Acutely hazardous waste, or Extremely hazardous waste in Health and Safety Code §§ 25110.02, 25115, and 25117 and listed as Hazardous Waste by the United States Environmental Protection Agency (EPA), pursuant to the RCRA, and all future amendments thereto, and all rules and regulations promulgated thereunder.

1.49 Household Hazardous Waste ("HHW")

"Household Hazardous Waste" means Hazardous Waste generated at Residential Premises.

1.50 Materials Recovery Facility ("MRF")

"Materials Recovery Facility" means a Facility where Solid Waste or Recyclable Materials are sorted or separated for the purposes of Recycling, processing or Composting.

1.51 Multi-Family Dwelling

"Multi-Family Dwelling" means any building or lot containing four or more dwelling units. Multi-Family Dwelling units generally receive Solid Waste and Recyclable Materials Collection through the use of shared Bins.

1.52 Organic Waste

"Organic Waste" shall have the meaning ascribed in Public Resources Code Section 42649.8, and the regulations adopted by CalRecycle.

1.53 Owner

"Owner" means the Person holding the legal title to the Premises to which Solid Waste and Recyclable Materials Handling Services is to be provided under this Agreement.

1.54 Party; Parties

"Party" means City or Company; "Parties" means both City and Company.

1.55 Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Los Angeles, City of Compton, other cities, and special purpose districts.

1.56 Premises

"Premises" means any land or building in the Service Area where Solid Waste and Recyclable Materials are generated or accumulated.

1.57 Rate Schedule

"Rate Schedule" means the approved schedule of maximum permissible monthly and other rates currently in effect on the date Solid Waste and Recyclable Materials Handling Service is provided. See Exhibit 1 for the current maximum rates.

1.58 Rate Year

"Rate Year" means the period July 1 to June 30, for each year during the Term.

1.59 Recyclable Materials

"Recyclable Materials" means Solid Waste that prior to Collection is separated by the Waste Generator from other Solid Waste, has some potential for economic value, and is handled differently than other Solid Waste in order to allow it to be potentially processed for Recycling.. These materials will be as reasonably defined by the City. The initial list of Recyclable Materials to be Collected pursuant to this Agreement is set forth in Exhibit 4 hereto.

1.60 Recycling

"Recycling" means the process of Collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise be disposed of as Solid Waste, and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling does not include Transformation or EMSW Conversion.

1.61 Refuse

"Refuse" is synonymous with Solid Waste as defined herein.

1.62 Residential

"Residential" refers to services performed at and for Residential Premises.

1.63 Residential Premises

"Residential Premises" means Premises upon which dwelling units exist, including, without limitation, Single Family Dwellings and Multi-Family Dwellings, including apartments and condominiums in which each unit has separate cooking and bathing facilities. Notwithstanding any provision to the contrary herein, in the Compton Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses are occurring shall not be deemed to be Residential Premises, and rather shall be deemed to be Commercial Premises: adult residential facilities, assisted living facilities, convalescent homes, dormitories, extended stay motels, group residential facilities; group care facilities, hotels, motels, and any other businesses not specifically listed at which residency is transient in nature and hence should be classified as Commercial Premises. In the event a question ever arises as to whether a specific Premise meets

the definition of Residential Premises, the City Manager shall determine whether that definition will apply, which determination shall be final and binding on the Parties.

1.64 Roll-off Box

"Roll-off Box" means a Solid Waste and Recyclable Materials Collection Container of ten yards or larger.

1.65 Scout Vehicles

"Scout Vehicles" is defined in Section 4.2.7 hereof.

1.66 Service Area

"Service Area" means all the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified during the Term.

1.67 Single Family Dwelling

"Single Family Dwelling" means a dwelling unit in a building or lot containing three or fewer Residential dwelling units. Single Family Dwelling units generally receive individual Solid Waste and Recyclable Materials Collection service with the use of Carts.

1.68 Solid Waste

"Solid Waste" means all discarded putrescible and non-putrescible solid and semi-solid wastes, including Construction and Demolition Debris and Bulky Items, or any combination thereof which are permitted to be disposed of in a Class III landfill, and which are included in the definition of "Non-hazardous Solid Waste" as set forth in the California Code of Regulations. Solid Waste includes Recyclable Materials, Organic Waste, and Green Waste, all included in the grant of the Franchise pursuant to Section 2.1 hereof.

1.69 Solid Waste and Recyclable Materials Handling Services

"Solid Waste and Recyclable Materials Handling Services" means the Collection, reduction, separation, recovery, conversion, transfer, transport, Recycling, processing, and Disposal of Solid Waste, including Recyclable Materials, Green Waste and other Organic Waste.

1.70 Solid Waste Services and Performance Review Hearing

"Solid Waste Services and Performance Review Hearing" is defined in Section 7.1 hereof.

1.71 Source Separated

"Source Separated" means the segregation by the Waste Generator of Recyclable Materials, Organic Waste, or Green Waste from other Solid Waste.

1.72 State

"State" means the State of California.

1.73 Street Maintenance Yard

"Street Maintenance Yard" means the equipment and vehicle storage yard used by the Street Maintenance division of City's Public Works Department.

1.74 Tax Roll

"Tax Roll" means the assessment roll upon which the general taxes of the City are collected by the County of Los Angeles.

1.75 Term

"Term" is defined in Section 2.4 hereof.

1.76 Transfer Station

"Transfer Station" means a Facility that receives Solid Waste from Collection Vehicles and third parties and transfers the material to larger vehicles for transport to landfills and other destinations. Transfer Stations may or may not also include MRFs, transferring residual Refuse (Refuse left after the sorting of Recyclable Materials) to landfills and Recyclable Materials, including Green Waste and/or Construction and Demolition Debris, to processors, brokers or end-users.

1.77 Transformation

"Transformation" has the meaning ascribed thereto in California Public Resources Code Section 40201.

1.78 Walk-Out Service

"Walk-Out Service" is defined in Section 4.2.3 hereof.

1.79 Waste Generator

"Waste Generator" means any Person whose act or process produced Solid Waste or Recyclable Materials, or whose act first causes Solid Waste or Recyclable Materials to become subject to regulation.

ARTICLE 2
GRANT AND ACCEPTANCE OF FRANCHISE

2.1 Grant and Acceptance of Franchise

Subject to the terms and conditions of this Agreement (including but not limited to the exclusions set forth in Section 2.8 hereof) and Applicable Law, and to the rights of the State, county and school districts, and other entities that are permitted pursuant to State law, to use a Solid Waste enterprise other than Company, City hereby grants to Company and Company hereby accepts from City, for the Term hereof, the exclusive franchise, right and privilege to provide Solid Waste and Recyclable Materials Handling Services at all Residential and Commercial Premises within the Service Area (the "Franchise").

2.2 Enforcement of Exclusivity

City shall have the right to enforce the exclusivity provisions hereof if, in its absolute and sole discretion, it chooses to do so, but shall have no obligation to do so for the benefit of Company or otherwise. City additionally shall have the right, but not the obligation, to request that Company enforce the exclusivity provisions hereof. Company shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. If Company requests that City take administrative, law enforcement, or other legal action to protect Company's exclusive rights, or otherwise enforce the exclusivity of this Agreement (including the adoption of any resolution or ordinance intended to facilitate the enforcement of the exclusive rights granted herein), Company shall reimburse City for all its administrative, law enforcement, or other legal costs and fees related to any such action.

2.3 Effective Date; Commencement of Services; Effect on 2012 Agreement

This Agreement shall become effective when the provisions of Section 2.6 hereof have been satisfied or waived ("Effective Date"). The provision of Solid Waste and Recyclable Materials Handling Services by Company pursuant to this Agreement shall commence on the Effective Date.

Upon the Effective Date, the 2012 Agreement shall be of no further force or effect, except that Sections 9.1 or 9.2 and any other provision thereof which is declared to survive the expiration or termination of that 2012 Agreement, shall survive.

2.4 Term of Agreement

The term of this Agreement shall commence on the Effective Date and expire on September 30, 2022 (the "Term"). The Parties may meet and confer and agree to extend the Term on mutually acceptable terms by either Party providing written notice to the other of a request to initiate a meet and confer on or before December 31, 2021.

2.5 Representations and Warranties of Company

Company hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true on and as of the Effective Date of this Agreement:

a) Consolidated Disposal Service, LLC, is a Delaware limited liability company, which is a wholly owned subsidiary of Republic Services, Inc., a Delaware corporation ("Republic").

b) Company is duly organized, validly existing and in good standing under Applicable Law. It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

c) Company has the authority to enter into and perform its obligations under this Agreement. The sole member of Company has taken all actions required by law, its articles of incorporation, and its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Company have authority to do so.

d) Neither the execution of this Agreement nor the delivery by Company of services nor the performance by Company of its obligations hereunder: (1) conflicts with, violates or results in a breach of any Applicable Law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Company) or instrument to which Company is a party or by which Company or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Company.

e) There is no action, suit or other proceeding, at law or in equity, or to the best of Company's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Company or Republic Services, Inc. which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Company or Republic Services, Inc. in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Company to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Company.

f) Company has not filed any lawsuit or other action against the City in any state or federal court relating in any way to the Dispute (as defined in Section 6.5).

g) Company has no knowledge of any Applicable Law in effect as of the date of this Agreement that would prohibit the performance by Company of this Agreement and the transactions contemplated hereby.

h) Company has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Solid Waste and Recyclable Materials Handling Services required by this Agreement.

i) The information supplied by Company in all submittals made in connection with negotiation and execution of this Agreement, including but not limited to all materials in the exhibits of this Agreement, and all representations and warranties made by Company throughout this Agreement are true, accurate, correct and complete in all material respects.

j) Company's Municipal Liaison, designated in Section 5.3.5 hereof, shall serve as the primary liaison for Customer service and all other matters related to this Agreement. City may rely upon actions taken by such designated representative as action of Company unless the actions taken are not within the scope of this Agreement.

k) Company's General Manager, designated in Section 2.7.2 hereof, shall have authority in all daily operational matters related to this Agreement. City may rely upon actions taken by such designated representative as action of Company unless the actions taken are not within the scope of this Agreement.

l) No elected official, officer, agent or employee of City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, no City employee who acts in City as a "purchasing agent" as defined in the appropriate Section of California Statutes, nor any elected or appointed officer of City, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of Company and, further, no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in Company. Material interest means direct or indirect ownership of more than five percent of the total assets or capital stock of Company.

m) Company is familiar with City's prohibition against acceptance of any gift over $25 by a City officer or designated employee. Company shall not offer any City officer or designated employee any gifts prohibited by City.

2.6 Conditions to Commencement of Services and Termination of 2012 Agreement

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to commencement of services and the termination of the 2012 Agreement, and a condition of Company's continued right to the benefits conveyed herein:

a) Accuracy of Representations. All representations and warranties made by Company and set forth in this Agreement shall be accurate, true and correct on and as of the Effective Date, and shall remain so during the Term hereof.

b) Absence of Litigation. There shall be no litigation pending in any court challenging the award of this Franchise to Company or the execution of this Agreement or seeking to restrain or enjoin its performance or relating any way to the Dispute (as defined in Section 6.5)

c) Furnishing of Insurance and Bond. Company shall have furnished evidence of the insurance and bonds required by Article 9, and shall comply with all ongoing requirements relating thereto.

d) Furnishing of Corporate Guaranty. Company shall have delivered to City an original of the Parent Guaranty Agreement substantially in the form attached hereto as Exhibit 5 executed and acknowledged by Republic Services, Inc.

e) Execution of Agreement and Effectiveness of City Council Actions. The Parties shall have fully executed this Agreement and the City's approval of this Agreement and the rates set forth in the Rate Schedule shall have become effective pursuant to State law.

f) Designated Facilities. Company shall have delivered to City evidence satisfactory to the City Manager that Company has the right to provide, or has arranged for, the Disposal and processing rights at the Disposal Site(s), Designated Green Waste Processing Facility, Designated Organic Waste Processing Facility, and Designated Recycling Facility.

2.7 Delegation of Authority

2.7.1 City Representatives

References in this Agreement to the "City" shall mean the City Council and all actions to be taken by City shall be taken by the City Council except where this Agreement expressly delegates the authority to the City Manager, in which case the action shall be taken by the City Manager. The City Council may also delegate, in writing, additional authority to the City Manager, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. Company may rely upon actions taken by such delegates if they are within the scope of the authority so delegated to them.

2.7.2 Company Representative

Company's General Manager shall serve as the representative of Company in all matters related to this Agreement and who shall be responsible for working with City and/or City's designated representative(s) to resolve Agreement-related issues ("Contract Liaison"). Company shall inform the City in writing of any limitations upon the Contract Liaison's authority to bind Company. City shall be notified in advance in writing of any change in Contract Liaison, and

any Contract Liaison shall be a responsible employee. Company acknowledges and agrees that City may rely upon action taken by the Contract Liaison as actions of Company taken on behalf of and with the full approval of Company unless the action is outside the scope of the authority delegated to him/her by Company as communicated in writing to City.

2.8 Limitations to Scope

Notwithstanding any provision to the contrary contained herein, the Franchise granted to Company by this Agreement specifically excludes the following services, which services may be provided by Persons other than Company and which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

a) The sale or donation of Source-Separated Recyclable Materials or Organic Waste by the Waste Generator to any Person or entity other than the Company in accordance with the requirements of the Compton Municipal Code; provided, however, to the extent permitted by law, if the Waste Generator is required to pay monetary or non-monetary consideration in any form or amount for the Collection, transportation, transfer, brokerage, removal, handling or processing of Recyclable Materials or Organic Waste, the fact that the Waste Generator receives a reduction or discount in price (or in other terms of the consideration the Waste Generator is required to pay) shall not be considered a sale or donation;

b) The removal of Solid Waste, including Green Waste, Organic Waste, Bulky Items, and Recyclable Materials from any Premises by the Waste Generator, which is transported personally by such Waste Generator (or by his or her full-time employees) to a processing or Disposal Facility in a manner consistent with all Applicable Law;

c) The removal of Green Waste from a Premises by a gardening, landscaping, or tree trimming company in accordance with the requirements of the Compton Municipal Code, utilizing its own equipment, as an incidental part of a total service offered by that company rather than as a hauling service;

d) The Collection, transfer, transport, Recycling, processing, and Disposal of animal waste and remains from slaughterhouses or butcher shops for use as tallow;

e) The Collection, transfer, transport, Recycling, processing, and Disposal of by-products of sewage treatment, including sludge, sludge ash, grit and screenings;

f) The Collection, transfer, transport, Recycling, processing, and Disposal of Hazardous Substances, Hazardous Waste, HHW and radioactive waste regardless of its source;

g) The removal of Construction and Demolition Debris by a duly-licensed construction or demolition company that is not a solid waste enterprise, as part of a total service offered by that licensed company where the licensed company utilizes its own employees and equipment, in accordance with the requirements of the Compton Municipal Code;

h) The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste and Recyclable Materials by City through City officers or employees in the normal course of their City employment; and

i) Solid Waste and Recyclable Materials Handling Services for governmental agencies other than City, which may have facilities in the Service Area, but over which City has no jurisdiction in connection with the regulation of Solid Waste.

While the grant contained herein shall not be exclusive with respect to the above noted matters, Company shall still be obligated to provide those services which may be included in the above (e.g., Collection of Bulky Items, Collection of Green Waste, Collection of Organic Waste, Collection of Recyclable Materials, Collection of Solid Waste) pursuant to the rates, and other terms, as set forth in this Agreement.

The Franchise granted to Company by this Agreement shall be interpreted to be consistent with all Applicable Law, and the scope of this Agreement shall be limited by all Applicable Law. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of City to lawfully grant Company the scope of services as specifically set forth herein, Company agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Company as a result thereof. In such event, Company shall be entitled to an Additional Rate Adjustment in accordance with Section 6.3.

2.9 City's Right to Direct Changes

2.9.1 General

City may direct Company to perform additional Solid Waste and Recyclable Materials Handling Services (including new Diversion programs, etc.) or modify the manner in which it performs existing services or Bills for services. Pilot programs and innovative services which may entail new Collection methods and different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which City may direct. City and Company acknowledge that changes in State or City law may increase the Diversion requirements during the Term of this Agreement, and Company agrees to propose services to meet such Diversion requirements. Company shall be entitled to an Additional Rate Adjustment in accordance with Section 6.3 in connection with providing such additional or modified services.

2.9.2 New Diversion Programs

Company shall present, within 30 days of a request to do so by City, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.).
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).

- Labor requirements (number of employees by classification).
- Type(s) of Containers to be utilized.
- Type(s) of material to be Collected.
- Provision for program publicity/education/marketing.
- Three-year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.
- The added cost for providing such additional or expanded Diversion services.
- The projected increase in the Service Area's Diversion rate.

2.10 Ownership of Solid Waste

City and Company understand and agree that it is Company, and not City, who will arrange to Collect Solid Waste and Recyclable Materials, that City has not, and, by this Agreement does not, instruct Company on its Collection methods, nor supervise the Collection process; nor do the Parties intend to place title to Solid Waste and Recyclable Materials Collected by Company in City. Rather, the Parties intend that whatever, if any, title in and to the Solid Waste and Recyclable Materials that is Collected by Company which otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Company; and further that if Company gains title to such Solid Waste and Recyclable Materials, it is by operation of law and agreement with its Customers and is not the result of this Agreement. At no time does City obtain any right of ownership or possession of Solid Waste or Recyclable Materials placed for Collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights. City and Company agree that, for the purposes of the Uniform Commercial Code and all other laws imposing liability for defective products, it is Company, and not City which is to be considered the merchant of goods recycled pursuant to this Agreement. Subject to the provisions of this Agreement, and unless City exercises its rights to direct the location for Disposal and processing of Solid Waste and Recyclable Materials, Company shall have the right to retain, Recycle, process, dispose of, and otherwise use Solid Waste and Recyclable Materials Collected pursuant to the terms hereof in any lawful fashion or for any lawful purpose; and, further, shall have the right to retain any benefit resulting from its right to retain, convert, Recycle, process, dispose of, or reuse the Solid Waste and Recyclable Materials which it Collects including, without limitation, all carbon, air quality, green house gas reduction, emission, and renewable energy credits, set-offs, and similar benefits (collectively "Credits") arising from the Solid Waste and Recyclable Materials Handling Services by Company pursuant to this Agreement. Ownership of Solid Waste shall transfer to Company when Customer places it at point of Collection.

2.11 Permits and Licenses

Company shall acquire and maintain, at its own expense, all necessary permits, licenses, and approvals required by Applicable Law for the Collecting, transferring, transporting, and processing of Solid Waste and Recyclable Materials, the Disposal of Solid Waste, and the Recycling of Recyclable Materials, and maintain same in full force and effect throughout the Term. Company shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the City Manager. Failure to maintain all required permits, licenses and approvals shall be deemed a material breach of contract for which City may terminate this Agreement as provided in Section 11.2. Company must follow requirements of the Compton Municipal Code.

2.12 Company Name

Company name may not include "Compton" or any other language indicating that the Company is a division of, or otherwise connected to, City.

2.13 Conveyance of City-Owned Roll-off Truck

Pursuant to the 2012 Agreement, City authorized Company to use certain City owned Bins, Roll-off Boxes, Carts, and vehicles (the "City Equipment") in the provision of services pursuant to the 2012 Agreement. A complete list of the City Equipment is set forth in Exhibit 6. Within 10 days after the Effective Date, Company shall deliver to City the Roll-off truck identified in Exhibit 6, or the sum of $25,000. Company's failure to deliver the Roll-off truck or pay the sum of $25,000 within 10 days after the Effective Date shall constitute a material breach of this Agreement. If the Company retains the Roll-off truck identified in Exhibit 6, the City hereby authorizes Company to continue to use such Roll-off truck in the provision of services pursuant to this Agreement to the extent such Roll-off truck satisfies all applicable requirements of this Agreement.

ARTICLE 3
ADMINISTRATIVE, FRANCHISE AND OTHER FEES

3.1 Company Fees

In addition to any other consideration set forth herein, as part of its consideration for entering into this Agreement, and for the Franchise as specified herein, Company shall pay the fees specified in this Article 3 ("Company Fees").

3.1.1 Franchise Fee

Company shall pay to City each month during the Term a Franchise Fee consisting of (i) an amount equal to one-twelfth of the annual debt service on the Bonds (a schedule of annual debt service payments is attached hereto as Exhibit 3), and (ii) an amount equal to ten percent of the Gross Revenues collected by Company from Billings undertaken by the Company, less the

amount paid to the City pursuant to clause (i). Concurrent with each Franchise Fee payment, Company shall provide all supporting revenue reports and documentation. Company shall pay the Franchise Fee to the City within 30 days of each month end.

The City shall withhold each month during the Term, a Franchise Fee in an amount equal to ten percent of the revenues collected by the City in payment from Billings undertaken by the City.

3.1.2 Administrative Fee

City shall withhold from revenues payable by City to Company pursuant to Section 5.1 an administrative fee on a monthly basis during the Term to cover the City's cost of Billing Customers and performing other administrative duties under this Agreement ('Administrative Fee"). The initial monthly amount shall be $26,946.67. This amount shall be increased annually on each July 1, commencing on July 1, 2020, based on the percentage change in the CPI for the 12-month period ended the preceding May.

ARTICLE 4
SERVICES

4.1 General

The work to be done by Company pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required.

The work to be done by Company pursuant to this Agreement shall be accomplished in a thorough and professional manner so that all Customers are provided reliable, courteous and high-quality Solid Waste and Recyclable Materials Handling Services at all times.

4.2 Refuse

4.2.1 Single Family Dwelling and Multi-Family Dwelling (Without Bin Service) Refuse Collection

Company shall provide all Customers at Single Family Dwellings and Multi-Family Dwellings without Bin Service, with one 95-gallon Cart ("Refuse Cart(s)"), and shall collect all Refuse placed therein for Collection not less than once per week. Cart Customers shall be instructed to place the Cart(s) in the street gutter for Collection, unless the Customer receives Walk-Out Service. However, Company shall relocate Carts for Collection when necessary, and return them to their original position.

Cart Customers that regularly require more than one Refuse Cart may request a second Cart for an additional charge per Cart per month in accordance with the Rate Schedule.

4.2.2 Party Rentals

Company shall provide Cart Customers with an extra Refuse Cart at a weekly rate per the Rate Schedule to accommodate occasional increases in Refuse, such as that resulting from parties or other occasional events.

4.2.3 Walk-Out Service

Company shall provide disabled Cart Customers with Walk-out Service at no additional charge. Disabled Cart Customers shall place Containers at the edge of Customers' property line. Company shall remove Refuse, Recyclable Materials, and Green Waste Containers from the edge of the property line, transport to the vehicle service area, and return Containers to the original point of removal after Collection. In order to qualify as disabled under this section, Customers must have been issued a handicap placard issued by the Department of Motor Vehicles. Additionally, Walk-Out Service need not be provided if an able-bodied person resides with the disabled Cart Customer.

Company may require annual confirmation that the disability continues and that no-able bodied person resides at the Residential Premises.

4.2.4 Multi-Family Dwelling and Commercial Refuse Collection

Company shall provide Bin Service to Multi-Family Dwellings and Commercial Customers. Company shall Collect and remove all Refuse that is placed in Bins from the property of Customers receiving Bin Service, at least as frequently as required per the Compton Municipal Code and more frequently if required to handle the waste generated at the Premises where the Bins are located. In the event of a Customer dispute, the City Manager shall make the final determination as to the number and size of Containers, and frequency of Collection to be provided to Bin Customers. Special consideration shall be given when determining the pickup areas to ensure that the flow of traffic is not impeded.

4.2.5 Roll-off Box Service

Company shall provide permanent and temporary Roll-off Box Collection service to Customers upon request, at rates that do not exceed those authorized in the Rate Schedule. If Company does not deliver a Roll-off Box to Customers within two Business Days from the request, liquidated damages may be levied against Company per Section 11.3.

4.2.6 Temporary Bin Service

Company shall provide temporary Bin Service to Customers upon request, at rates that do not exceed those authorized in the Rate Schedule. Rates for temporary Bin Service are listed separately in the Rate Schedule. Only a four cubic yard Bin will be used for temporary Bin Service. If Company does not deliver a temporary Bin to Customers within two Business Days from the request, liquidated damages may be levied against Company per Section 11.3.

4.2.7 Scout Vehicles/Roll-Outs

"Scout Vehicles" are defined as vehicles that transport Bins to and from the point of Collection to provide access by a Collection Vehicle. Scout Vehicles shall be used upon request of Customer or City to access Bins and to avoid driving Collection Vehicles on private roads or driveways. In special instances, scout service or a long roll-out may be required to provide service to Bins, avoid potential damage to a private road or due to noise from the Collection Vehicle, even if not operationally required. Company shall receive compensation for scout service or long roll-out service in accordance with Exhibit 1.

4.2.8 Bulky Item Waste Collection

Company shall provide Bulky Item pickup service to all Residential Customers (whether Cart or Bin Customers) on an on-call basis once per quarter free of charge. Customers may place out for collection a maximum of six items per collection. Residents requiring additional Bulky Item pickup service in excess of once per quarter or with more than six items will be charged according to the rate schedule provided in Exhibit 1. Customers shall call Company at least 48 hours in advance. Bulky Item Collection will be provided on the next regularly scheduled Collection day which occurs at least 48 hours after notification by the Customer.

Company shall provide enhanced Bulky Item programs designed by the City, at the direction of, and in consultation with, City. Company shall provide a credit to the City for the cost of the enhanced Bulky Item programs each year. The amount of the credit for fiscal year 2019-20 shall be $171,400, and this amount shall be increased annually by the annual percentage change in Customer rates, commencing on October 1, 2020. Such enhanced Bulky Item programs to be provided by Company shall be in addition to, and shall not supersede, services required to be provided by Company pursuant to this Agreement, including but not limited to, the services required to be provided pursuant to the first paragraph of this Section 4.2.8. Company will provide to the City tonnage Collection and diversion statistics in connection with the enhanced Bulky Item programs.

4.2.9 Abandoned Item Collection by City

City will collect abandoned items and transport them to the City yard. Company will provide and service a Roll-off Box at the City yard for City to process or dispose of abandoned items at the rate set forth in Exhibit 1. Company will Collect and properly process and recycle items left alongside the Roll-off Box, should City choose to separate out items such as Electronic Waste or reusable items from items deposited in the Roll-off Box. City will have the option to use the Transfer Station located on Rosecrans Boulevard to deliver items using the per ton rate set in Exhibit 1.

4.2.10 Bulky Item Diversion

Bulky Items Collected by Company in accordance with Sections 4.2.8 or 4.2.9 or otherwise Collected under this Agreement, may not be deposited in a landfill until the following hierarchy of Diversion efforts has been followed by Company:

1) Reuse as is (if energy efficient)

2) Disassemble for reuse or Recycling

3) Recycle

4) Disposal

4.2.11 INTENTIONALLY NOT USED

4.2.12 INTENTIONALLY NOT USED

4.3 Recycling

4.3.1 Single Family Dwelling Recyclable Materials Collection

Company shall provide all Single Family Dwelling Customers receiving Cart Refuse Collection with a 64-gallon Cart for Collection of Source Separated Recyclable Materials ("Recycling Cart(s)"), and shall collect all Recyclable Materials placed therein for Collection not less than once per week. Single Family Dwelling Customers shall be instructed to place the Recycling Carts in the street gutter for Collection, unless Customer receives Walk-Out Service. However, Company shall relocate Recycling Carts for Collection, when necessary, and return them to their original position. Company shall Collect Recyclable Materials placed in Recycling Carts for Collection from each Single Family Dwelling Customer on the same day as Customer's Refuse Cart is collected.

Single Family Dwelling Customers may request an additional Recycling Cart for an additional charge per Recycling Cart per month in accordance with the Rate Schedule.

4.3.2 Multi-Family Dwelling and Commercial Recyclable Materials Collection

Company agrees to provide, at no additional charge, unlimited Recyclable Materials Collection service to Multi-Family Dwelling and Commercial Customers requesting it from Company, consisting of a full 5-day route with an annual tonnage limit of 1,275 tons per year. Company may purchase Recyclable Materials from its Customers as well. Company agrees to provide Recycling Bins, cans or Carts to such Customers in sufficient quantities, up to 1,275 tons per year, to meet the Recycling needs of each Customer. Recyclable Materials Collection programs shall be made available at a minimum for the materials included in Exhibit 4 for the Single Family Recycling program.

Company shall notify all Multi-Family Dwelling and Commercial Customers via a mailed flyer each year of the availability of Recycling Collection programs.

Company shall take all commercially reasonable efforts to assist the City to meet all State requirements for Commercial and Multi-Family Recycling programs (including the requirements set forth in California Public Resources Code Sections 42649-42649.7 and Title 14 of the

California Code of Regulations Sections 18835-18839), and shall assist City in meeting Commercial and Multi-Family Dwelling Recycling requirements, both through the provision of Recycling services as addressed above, and through assistance in meeting reporting requirements. Company shall gather and provide necessary information on Recycling service levels and Customers' programs and shall assist in the completion of the reports. Company will provide to City upon request a report of Multi-Family Dwelling Bin and Commercial Customers, including permanent Roll-Off Box Customers generating four-cubic-yards or more of Solid Waste per week that do not receive Recycling services from the Company. Company shall be responsible for providing all the education and outreach for the Recycling programs, and shall actively promote the programs.

4.3.3 Additional Recyclable Materials Programs

In addition to the materials specified in Exhibit 4, Company also agrees to make programs available for all other Recyclable Materials for which it has established markets. Company shall notify all Customers via a mailed flyer each year of the availability of free Recyclable Material Collection programs.

4.3.4 Multi-Family Dwelling and Commercial Site Visits

Company shall visit each Multi-Family Dwelling and Commercial Customer, both new Customers and whenever there is a change in service for an existing Customer, for the purpose of establishing a Recycling program. Company will provide a monthly log to City, including the name and address of Customer, the date of the visit and the contact name and phone number, demonstrating that the required visits have been made. At the end of the first six months of service, including a change in service, and again at the end of the first 12 months of service or a change in service, Company will provide City with two lists, one of Multi-Family Dwelling and Commercial Recycling program participants and one of Multi-Family Dwelling and Commercial Customer non-participants. Each list shall include Customer names and addresses, contact names and phone numbers, Refuse service levels including number and size of Containers and number of pickups per week, and Recycling service levels (if applicable), including number and size of Containers and number of pickups per week. The lists shall be sorted so that Customers with and without Recycling Containers are grouped separately.

Company will visit all new Customers within two weeks of the start of new service, and existing Customers within two weeks of a change of service. Company will continue to conduct on-site visits to Multi-Family Dwelling and Commercial Customers throughout the Term to implement and optimize Recycling programs for each Customer. A list of new account and ongoing account visits, including all the information required above, shall be provided to City each six months for the Term.

4.3.5 Marketing and Sale of Recyclable Materials

Company shall be responsible for undertaking commercially reasonable efforts in marketing and selling Recyclable Materials Collected pursuant to this Agreement to the maximum extent feasible. Company may retain revenue from the sale of Recyclable Materials, and shall report

the amount of such revenues to City upon request, with actual California Redemption Value (CRV) revenue separately reported to permit City to track Customer participation in Recycling programs.

4.3.6 Minimum Diversion Requirements

Each calendar year for the Term, Company shall undertake commercially reasonable efforts to recycle or divert from landfill Disposal Solid Waste Collected pursuant to this Agreement. Solid Waste Collected shall only be considered to have been recycled or diverted as required under this Agreement if it is deemed to be Diversion by CalRecycle in connection with efforts to meet City's Diversion goals. Company shall provide documentation to City within 30 days of the end of each calendar year stating and supporting that calendar year's Diversion rate.

If the State materially increases waste Diversion requirements, or City materially increases waste Diversion requirements, Company may request an Additional Rate Adjustment for the additional waste Diversion requirement services that may be required in accordance with Section 2.9.1 and 6.3, and the provisions of this Section and Section 4.3.7 will apply using the higher Diversion rate upon the effectiveness of increased rates.

4.3.7 Transformation Facility Requirement

If City's most recently submitted annual report to the CalRecycle (including revisions that may be made during the review process) reports a Diversion rate for the Service Area that, excluding Diversion from Solid Waste sent to Transformation Facilities, would be 40% or lower, then Company will use commercially reasonable efforts to deliver Solid Waste in a quantity equal to ten percent of Service Area-generated total Solid Waste to Transformation Facilities for Diversion credit.

4.3.8 Recyclable Materials Processing Facility

All loads of Recyclable Materials shall be taken to the Designated Recycling Facility for material recovery except where contamination makes it impractical to do so. Recyclable Materials properly set out for Collection (excluding contaminated loads that have been red-tagged and recorded) shall only be Collected in vehicles on dedicated Recycling routes bound for Facilities capable of Recycling Recyclable Materials.

4.3.9 Construction and Demolition Debris Diversion

Construction and Demolition Debris Collected in Roll-off Boxes or temporary Bins shall be diverted to Construction and Demolition Debris Recycling facilities, or diverted to qualified inert facilities for Construction and Demolition Debris, where processing of such materials would not be counted as Disposal for Act compliance purposes.

4.4 Green Waste and Organic Waste Program

4.4.1 Single Family Dwelling Green Waste Collection

Company shall provide, at no additional cost, all Single Family Dwelling Customers receiving Cart Refuse Collection with a 64-gallon Cart for Collection of Green Waste ("Green Waste Cart(s)"). Such Customers shall be instructed to place the Green Waste Carts in the street gutter for Collection, unless Customer receives Walk-Out Service. However, Company shall relocate Green Waste Carts for Collection, when necessary, and return them to their original position. Company shall Collect all Green Waste placed in Green Waste Carts, as well as all Green Waste bundled as set forth below, and put out for Collection by Single Family Dwelling Customers, not less than once per week on the same day as Refuse Collection. Company shall have a Green Waste Recycling program whereby it, at a minimum, collects the types of Green Waste defined in Section 1.44.

Company shall only be obligated to Collect Green Waste set out for Collection in a bundle if it is a maximum of 48 inches long and 24 inches in diameter, with a bundled weight limit of 60 pounds.

Customers may request a second Green Waste Cart for an additional charge per Cart per month in accordance with the Rate Schedule.

4.4.2 Holiday Tree Collection Program

Company shall operate an annual holiday tree Collection program, beginning December 26 and continuing through the second Saturday in January ("Holiday Tree Collection Period"). During the Holiday Tree Collection Period, all holiday trees placed out for Collection by Single Family Dwelling and Multi-Family Dwelling Customers shall be Collected by Company on Customer's regular Collection days at Customer's Collection locations for Solid Waste. After the Holiday Tree Collection Period, holiday trees will be Collected as Bulky Items. Trees up to ten feet in length will be Collected and diverted without Customers needing to cut them. Company may request that Customers with larger trees cut the trees to pieces no longer than ten feet.

Company will divert all holiday trees from landfill to the maximum extent feasible. To encourage participation in this program, Company shall not charge Customers an additional fee for this program during the Holiday Tree Collection Period. Company will be required to inform all Customers in advance of the Collection schedule. The notification should be by mail or other acceptable multi-media communications as approved by the City Manager.

Upon request of the Owner or property manager, Company shall deliver a free Roll-off Box or Bin for holiday tree Collection to Multi-Family Dwellings, which delivery shall occur no later than January 7 of each year. Company shall notify all Multi-Family Dwelling Customers annually of this program and explain the limitations to the program, the dates of service, and any materials Collection preparation or participation requirements, including the option to order a free Roll-off Box or Bin, or collect the trees loose from designated Collection locations.

Company shall develop a communications campaign to inform property management of this program yearly and submit such plan to the City Manager for approval.

4.4.3 End Uses for Green Waste

Company shall divert Green Waste materials Collected through weekly Cart and bundle Collection, holiday tree Collection, Roll-off Box or Bin Collection and mixed waste processing from Disposal to the maximum extent feasible.

4.4.4 Organic Waste Diversion Program

Commencing on the Effective Date, Company will Collect and Recycle Organic Waste from Multi-family and Commercial Customers at no additional charge, up to an annual cap of 842 tons or Organic Waste per year. Company agrees to provide Recycling Bins, cans or Carts to such Customers in sufficient quantities to meet the Organic Waste Recycling needs of each Customer. Company shall notify all Multi-Family Dwelling and Commercial Customers via a mailed flyer each year of the availability of the Organic Waste Recycling service.

In the event that the annual tonnage from Organic Waste collection program exceeds 842 tons per year, the Parties agree to meet and confer for a period of up to 60 days in order to develop program parameters and an adjusted program rate for the increased level of service, and to thereafter adjust rates in accordance with the process set forth in Section 6.3 herein. During the meet and confer period and processing time to determine the adjustment of rates pursuant to section 6.3, the Company will continue to provide the Organic Waste program service to Multi Family and Commercial Customers.

Company shall take all commercially reasonable efforts to assist the City to meet all State requirements for mandatory Organic Waste Recycling programs (including the requirements set forth in Sections 42649.8 et seq. of the Public Resources Code). Company shall assist City in meeting mandatory Organic Waste Recycling requirements, both through the provision of Recycling services as addressed above, and through assistance in meeting reporting requirements. Company shall gather and provide necessary information on Organic Waste Recycling service levels and Customers' programs and shall assist in the completion of the reports. Company will provide to City upon request a report of Multi-Family Dwelling Bin and Commercial Customers, including permanent Roll-Off Box Customers generating four-cubic-yards or more of Solid Waste per week that do not receive Organic Waste Recycling services from the Company. Company shall be responsible for providing all the education and outreach for the Organic Waste Recycling program, and shall actively promote the Organic Waste Recycling program.

4.5 City Services

4.5.1 City Facilities Collection

Company shall Collect and dispose of all Refuse, Recyclable Materials, Organic Waste and Green Waste put in Containers for Collection at City Facilities, other than at City's Street

Maintenance Yard, at no charge. Company shall Collect and dispose of all Refuse, Recyclable Materials, Organic Waste and Green Waste put in Containers for Collection at City's Street Maintenance Yard at rates that do not exceed those set forth in Exhibit 1. Service levels and number of City Facilities serviced may increase during the Term without any additional compensation paid to Company. Collections shall be scheduled at a time mutually agreed upon by Company and City, but not less than once per week. Company shall allow each City Facility to use Carts, Bins, or Roll-off Boxes for Refuse, Recyclable Materials, Organic Waste and Green Waste Collection, as determined by the City Manager.

Company shall provide Containers for staging Recyclable Materials inside City buildings. Company shall provide sufficient new Containers at no additional charge so that City has the needed Containers for Recycling in all offices at all City Facilities.

Company will provide locking Bin Service for City if requested at no additional charge.

4.5.2 City Sponsored Events

Company shall provide, at no additional charge, Solid Waste and Recyclable Materials Handling Services for up to five City-sponsored events per year. This shall include providing Containers (Bins, Roll-off Boxes, clearly labeled Recyclable Materials Containers and cardboard waste boxes with liners) to Collect and dispose of or process all Solid Waste and Recyclable Materials, as determined by City.

4.5.3 Street Litter Container Collection

City shall service street litter Containers and deposit collected material at the City yard.

4.5.4 Emergency Collection and Disposal Service

A. Emergency Service

Company will assist City at City's request with emergency Collection and Disposal service (in the event of major disaster, such as an earthquake, storm, riot or civil disturbance), or as otherwise determined necessary by City, by providing Collection equipment and drivers normally assigned to the Service Area. Company shall develop an emergency action plan that will include items such as:

- Emergency contact names and numbers;
- A specific commitment of resources (such as manpower, vehicles and Refuse Containers, to the extent not destroyed by the disaster) that would be made available to City in the event of a major disaster; and,
- Optional resources that would be moved in from other locations should local resources be unavailable.

Company must obtain written City approval for this plan within 60 days of the execution of this Agreement. Company shall revise its submitted plan as requested in writing by the City Manager.

B. Alternative Service

Notwithstanding subsection A or any other provision of this Agreement or the Compton Municipal Code, Company agrees that, in the event that (i) Company is unable to respond within the time period requested by City for Collection, cleanup and removal of debris resulting from an emergency or natural disaster, or (ii) the work requested by City is outside of Company's normal scope of Solid Waste and Recyclable Materials collection and disposal operations, City shall have the right to engage other persons, firms, and entities to collect, cleanup and remove debris resulting from such emergency or natural disaster for a period ending on the date such collection, cleanup and removal is complete. Company shall not be required to any additional liquidated damages, fees, fines or other payments as a result of this subsection B.

4.5.5 Citywide and District Cleanups

Each year, Company will provide, at no additional charge, up to three Roll-off Boxes, as determined by City, for each of five Council Districts (a total of 15 Roll-off Boxes) with the schedules and locations to be approved by the City Manager. Company shall process or dispose of all Collected Solid Waste, excluding Hazardous Substances and Hazardous Waste in accordance with Sections 4.16 and 4.17. These events do not count as one of the five City-sponsored events to be provided under Section 4.5.2 or an enhanced Bulky Item program pursuant to Section 4.28. Company shall record by class and weight (in tons) the Solid Waste Collected, diverted and disposed during the cleanup events.

4.5.6 INTENTIONALLY NOT USED

4.5.7 Community Development Review Services

Upon City request and at no additional charge, Company will review building permit applicant's plans and advise regarding adequacy of Container storage space and access, particularly to accommodate Recycling programs.

4.5.8 Large Venue Event Assistance, Event Recycling

Company will assist planners of large venue events with reporting and planning needs as may be useful in meeting the requirements of Public Resources Code Section 42648 et seq. at no additional charge.

4.5.9 INTENTIONALLY NOT USED

Company shall provide all City residents with pre-paid mail-back Sharps Containers for the proper disposal of Sharps such as needles and lancets. Containers may be provided for order through Company's website and will be provided free of charge.

4.5.10 Community Paper Shredding

Company and City shall work cooperatively to develop and promote community paper shredding events at no additional cost that are mutually acceptable to City and Company with respect to scope, timing and location, provided that Company shall provide a minimum of two events per year.

Company will provide to the City tonnage Collection and diversion statistics for Customers' paper shredding at these events.

4.5.11 Composting Events

Company and City shall work cooperatively to develop and promote Residential Composting events at no additional cost that are mutually acceptable to City and Company with respect to scope, timing and location.

At the events, Company shall make available compost bins for distribution to residents of the City that complete the training.

The provisions of this Section 4.5.11 are in addition to the requirements of Section 2.9.2.

4.6 Operations

4.6.1 Schedules

To preserve peace and quiet, Solid Waste and Recyclable Materials shall only be Collected between 5:00 a.m. and 6:00 p.m. Monday through Saturday. No Sunday Collection is permitted without prior written approval from the City Manager. If the regularly scheduled Collection day falls on a day on which the Disposal Site (landfill, not Transfer Station) is closed (initially New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day), Collection days for the remainder of that week shall all be postponed one Collection day, and regularly scheduled Collections shall resume by the following calendar week. If one of these holidays falls on a Saturday, the Company shall perform Collection on the following Monday.

Holiday scheduling, including the addition or deletion of holidays, is not permitted without advance written City approval.

Company shall review its operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials Collected under this Agreement with City at least once annually, and upon 30 days' written notice requesting a review of its operations plan. Company shall submit a copy of its Commercial and Residential Collection schedule and route map annually, and a list of Sunday service addresses (if any have been approved). If the plan is determined to be inadequate by City, Company shall revise it by incorporating any changes necessary to make it satisfactory to City within 30 days. No change in schedules and routing shall be implemented until 15 days after Company receives approval from City and notifies Customers.

When notified of a missed pickup prior to 1:00 p.m., Company shall collect the Refuse, Recyclable Materials, Organic Waste, and/or Green Waste that was not Collected the same day. If notified after 1:00 p.m., Collection must take place no later than the next Business Day.

4.6.2 Vehicles

A. **General.** "Collection Vehicles" means all vehicles used in the provision of Solid Waste and Recyclable Materials Handling Services. Company shall provide such Collection Vehicles and routes as are required to meet the service standards set forth herein. Company shall have available on Collection days sufficient back-up vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. Company shall clean, maintain, service, and operate all Collection Vehicles in accordance with the specifications, standards and requirements provided in this Agreement, including but not limited to this subsection 4.6.2, and all Collection Vehicles shall meet the specifications, standards and requirements set forth herein.

B. **Specifications.** Collection Vehicles must be registered with the California Department of Motor Vehicles and shall have water-tight bodies designed to prevent leakage, spillage or overflow. At all times during the Term, Company's Collection Vehicles shall comply with all applicable air pollution control laws, including but not limited to South Coast Air Quality Management District Requirements and the California Air Resource Board's (CARB) emission standards for Solid Waste Collection Vehicles as established in the California Code of Regulations Title 13, Section 2020 et seq., as well as other Applicable Law. Annually, Company shall provide City with documentation of such compliance for each Collection Vehicle. For example, with regard to CARB regulations, such documentation shall demonstrate, at a minimum, the vehicle number, make, model, year, control technology used or planned, and the year that the control technology was applied or is planned to be applied. Company will provide Collection Vehicles that can provide Collection service to buildings with covered parking areas having a minimum height of seven feet, six inches (7'6").

C. **Vehicle Identification and Labeling.** Each Collection Vehicle shall be marked with Company's name, toll free phone number, and a vehicle identification number designated by Company for each Collection Vehicle which shall be prominently displayed in letters of contrasting colors, at least four inches high, on each side and the rear of all Collection Vehicles. City must approve truck labeling, and may place billboards with public notices on vehicles at no additional charge; no other advertising is permitted.

D. **Cleaning and Maintenance**

Company shall maintain all properties, Collection Vehicles, Facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean and operable condition at all times.

Collection Vehicles shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. City may inspect vehicles or any other equipment used in providing service pursuant to this Agreement at any time to determine compliance with this Agreement. Company shall also make all Collection Vehicles available to

the County of Los Angeles for inspection regarding health concerns and requirements, at any frequency it requests. Company agrees to replace or repair, to City's satisfaction, any Collection Vehicle that City determines to be of unsightly appearance, leaking, or in unsatisfactory operating condition.

Company shall repaint any or all Collection Vehicles within 30 days' notice from City, if City determines that their appearance warrants painting. City may not require a vehicle to be repainted if it has been repainted within the previous 24 months.

Company shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Company shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Company shall keep accurate records of all Collection Vehicle maintenance, recorded according to date and mileage and shall make such records available to City upon request.

Company shall repair, or arrange for the repair of, all Collection Vehicles and all of its equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Company shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed and shall make such records available to City upon request.

Company shall clean up any leaks or spills from its Collection Vehicles per the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

Upon request, Company shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, year of production, ID number, and date of acquisition, type, capacity, and whether the vehicle or other equipment is a spare.

E. **Operation.** Collection Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Company shall not load Collection Vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on such vehicles.

Company's equipment shall comply with United States Environmental Protection Agency noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, as well as other Applicable Law, and such noise control features shall be incorporated throughout the entirety of all Collection Vehicles. Noise levels of equipment used for Collection shall comply with City ordinance and in no event shall the noise level exceed 75 dba when measured at a distance of 25 feet from the vehicle, five feet from the ground. Company shall store all equipment in safe and secure locations in accordance with City's applicable zoning regulations.

Company shall be responsible for any damage resulting from or directly attributable to any of its operations, and which it causes to: driving surfaces in the Service Area, whether or not paved, public or private; associated curbs, gutters and traffic control devices; and all other public and private improvements.

F. **Collection Vehicle Certification.** Company shall obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 et seq.) and regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 et seq.) and the regulations promulgated thereunder, as applicable to the Collection Vehicle. Company shall maintain copies of such certificates and reports and shall make such certificates and reports available for inspection upon request by City.

G. **City Inspection per Code.** City may cause any Collection Vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the State Vehicle Code, including, but not limited to, California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements. City may direct the removal of any Collection Vehicle from service if that vehicle is found to be in nonconformance with Applicable Law. No Collection Vehicle directed to be removed from service shall be returned to service until it conforms to Applicable Law, and its return to service has been approved by City.

H. **Vehicle Inspections.** Company shall submit the Safety Compliance Report/ Terminal Record Update from its Biennial Inspection of Terminal, or BIT. If Company receives a terminal rating below satisfactory, Company shall notify City. Company has the time allowed by the Department of California Highway Patrol ("CHP") to cure violations and bring the terminal rating up to satisfactory. If the CHP does not adjust the rating to satisfactory or better within six months, then this shall be considered a material breach of the Agreement; and Company shall be considered in default, and City may terminate this Agreement.

I. **California Heavy Duty Inspection Program.** No later than January of each year, Company shall submit to City verification that each Collection Vehicle has passed the California Heavy Duty Vehicle Inspection. Company shall cause each Collection Vehicle to be tested annually in the California Heavy Duty Inspection Program and shall submit written verification to City within ten Business Days of the completion of such test. Company shall not use any vehicle that does not pass such inspection.

J. **Correction of Defects.** Following any inspection, the City Manager shall have the right to cause Company, at its sole cost and expense, to recondition or replace any Collection Vehicle or equipment found to be unsafe, unsanitary or unsightly. The City Manager's determination may be appealed to the City Council, whose decision shall be final.

4.6.3 Containers

Company shall provide any and all Containers to be used throughout the Term. Company shall include the phone number that Customers may call for pickup of Bulky Items and other service needs on a label on all Containers. (See Section 5.3.2 regarding phone numbers.)

Company shall provide unlimited graffiti removal from Containers at no additional charge. Company shall remove graffiti from any Container within two Business Days of request by City or Customer.

4.7 Carts

4.7.1 Cart Design Requirements

All Carts provided by Company utilized in the performance of this Agreement shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. All Carts selected shall be subject to City's approval prior to Company placing orders for Carts.

4.7.2 Capacity

The references in Sections 4.2, 4.3 and 4.4 to Cart sizes of 64 and 95 gallons may be approximate. City has distributed Refuse Carts of approximately 95 gallons and Recycling Carts and Green Waste Carts of approximately 64 gallons in size. New Carts distributed by Company shall be of the same size and appearance of those already distributed.

4.7.3 Cart Color and Appearance

The Refuse, Recycling and Green Waste Carts will be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Color must be uniform within each Container. Refuse Carts will be brown. Recycling Carts will be gray. Green Waste Carts will be green. Cart colors shall be consistent throughout the Service Area. New Carts provided by Company shall be the same shade of color already distributed, and Cart markings shall match. City will not permit Carts and Cart lids with inconsistent colors or in poor condition to be used in the City at any time during the Term and may require Company to replace such Carts.

4.7.4 Cart Labeling and Hot Stamping

Carts will be hot stamped with written and graphic instructions, in English and Spanish, indicating which materials should and should not be deposited in the Cart. Cart labels will identify, at a minimum, in English and Spanish, written and graphic instruction indicating what items do and do not belong in each Cart, the name and telephone number of Company, and where to call for proper disposal of HHW and Bulky Items and other service needs. Design for both the labels and the hot stamps must be approved by City prior to ordering labels or Carts. City shall approve what information is included on the label and in the hot stamp, as well as

approve design and quality. Labels shall be replaced when worn and when information on the label is in need of updating.

4.7.5 Cart Maintenance and Replacement Responsibilities

Company shall be responsible for Cart repair and maintenance, and replacing lost, stolen or damaged Carts within one Business Day. All repairs must restore the Cart to its full functionality.

4.8 Bins and Boxes

4.8.1 Generally. Company shall provide Customers with any Bins required during the Term, due to Bin damage, increase in Customer service or otherwise. The size of Company-provided Bins shall be determined by mutual agreement of each Owner and Company and shall be subject to City approval. All Bins in use shall be constructed of heavy metal, or other suitable, durable material, and shall be watertight and well painted. Wheels, forklift slots, and other apparatuses, which were designed for movement, loading, or unloading of the Bin shall be maintained in good repair.

4.8.2 Cleaning. Company shall maintain Bins in a clean, sound condition free from putrescible residue. Upon request by City or a Customer, Company shall clean Customer Bins no more frequently than once per year at no additional charge. In addition to these mandatory annual cleanings, Company shall perform cleaning or replacement of Bins more frequently if necessary, or if requested by Customer or City, for an additional fee to prevent a nuisance caused by odors or vector harborage. When a Bin is removed for cleaning, Company shall replace the Bin, either temporarily or as a change-out, with another Container**.**

4.8.3 Bin Identification and Color. Each Bin placed in the Service Area by Company shall have the name of Company and phone number, in accordance with Section 5.3.2, in letters not less than three inches high on the exterior of the Bin so as to be visible when the Bin is placed for use. Company shall identify the Bins that are assigned to each Multi-Family Dwelling and Commercial Customer using a method that is acceptable to City. Company shall label Bins with bilingual (English and Spanish) and graphic instructions on what materials should and should not be placed in each Bin. Labels on all Bins shall include the telephone number to call for Bulky Item pickups and other service needs. Company shall repaint Bins upon City's request. All Refuse Bins shall be painted a uniform color of green or blue, and all Recycling Bins shall be painted a different, uniform color of white.

4.8.4 Roll-off Boxes. Company shall provide any Roll-off Boxes that might be needed to meet the Service Area's demand throughout the Term, and will keep all Roll-off Boxes clean, free from graffiti, equipped with reflectors, and with the name and phone number of Company in letters not less than three inches high on the exterior of the Roll-off Box so as to be visible when the Roll-off Box is placed for use. Company shall properly cover all open Roll-off Boxes during transport as required by the State Vehicle Code.

Each Roll-off Box placed in the Service Area by Company shall have the name of Company and phone number, in accordance with Section 5.3.2, in letters not less than three inches high on the exterior of the Roll-off Box on at least two sides. Company shall label Roll-off Boxes with bilingual (English and Spanish) and graphic instructions on what materials should and should not be placed in each Roll-Off Box.

4.8.5 Repair of Bins and Roll-off Boxes. Company shall be responsible for repair and maintenance of Bins and Roll-off Boxes, and replacing lost, stolen or damaged Bins and Roll-off Boxes within one Business Day at no additional charge. All repairs must restore the Bins and Roll-off Boxes to their full functionality. Unsightly/worn-out Bins and Roll-off Boxes shall be replaced by Company upon request of Customer.

4.9 Litter Abatement

4.9.1 Minimization of Spills. Company shall use due care to prevent Solid Waste, Recyclable Materials or fluids from leaking, being spilled and/or scattered during the Collection or transportation process.

Company shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, or accidental damage to a vehicle, without prior written approval by City.

4.9.2 Clean Up. During the Collection or transportation process, Company shall promptly clean up all litter spilled and fluids leaked during Collection or transportation process or otherwise caused by Company. Each Collection Vehicle shall carry a broom, shovel, absorbent, and containment materials at all times for this purpose. Company shall leave a "red tag" notice for Customer if litter not caused by Company is found in Container enclosure or around Containers. Company shall directly contact Customer regarding instances of repeated spillage not caused by Company and will report such instances to City. City will attempt to rectify such situations with the Waste Generator if Company has already attempted to do so without success.

In the event of a spill of materials (vehicle fluids, Green Waste leachate, etc.), Company shall provide a cleanup of the spill to the satisfaction of City and other governing agencies. Cleanup methods may include pressure washing (Company must capture and reclaim water) or other similar clean-up methods.

4.9.3 Covering of Loads. Company shall properly cover all open debris boxes during transport to the Disposal Site.

4.10 Personnel

4.10.1 Qualified Personnel. Company shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Company shall be responsible for ensuring that its employees comply with all Applicable Law and regulations and meet all federal, state and local requirements related to their employment and position. To the extent permissible under current law. To the extent permissible under current law, City reserves the right to perform a security and identification check through the Los Angeles County Sheriff's Department upon Company and all its present and future employees employed by Company to work in the Service Area, in accordance with accepted procedures established by City, or for probable cause.

4.10.2 Hazardous Waste Employee Training. Company shall establish and vigorously enforce an educational program which will train Company's employees in the identification of Hazardous Waste. Company's employees shall not knowingly place such Hazardous Waste in the Collection Vehicles, nor knowingly dispose of such Hazardous Waste at the processing Facility or Disposal Site.

4.10.3 Customer Courtesy. Company shall train its employees in Customer courtesy, shall prohibit the use of loud or profane language and shall instruct Collection crews to perform the work quietly. Company shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Company shall take all necessary corrective measures including, but not limited to, transfer, discipline or termination. If City has notified Company of a complaint related to discourteous or improper behavior, Company will consider reassigning the employee to duties not entailing contact with the public while Company is pursuing its investigation and corrective action process.

Customer service representatives receiving multiple complaints are to be transferred from Customer service duties or, with City approval, disciplined and appropriately trained. Company shall record Customer complaints regarding Customer service personnel in accordance with Section 5.6.

4.10.4 Unauthorized Material Removal. Company shall dismiss or discipline employees who remove documents or any other material from Containers, other than specifically for the purposes of Disposal and Diversion as described in this Agreement.

4.10.5 Training. Company shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

4.10.6 Representations. Company's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of City.

4.11 Identification Required

Company shall provide its employees, companies and subcontractors with identification for all individuals who may make personal contact with residents or businesses in the Service Area, including drivers. City may require Company to notify Customers yearly of the form of its identification. Company shall provide a list of current employees, companies, and subcontractors to City upon request.

4.12 Fees and Gratuities

Company shall not, nor shall it permit any agent, employee, or subcontractor employed by it to request, solicit, or demand, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement except as authorized pursuant to this Agreement.

4.13 Non-Discrimination

Company shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal, state, or local law.

4.14 Coordination with Street Sweeping Services

Company shall make reasonable efforts to coordinate route schedules with City's street sweeping schedule. Company shall provide all routes and route schedules to City and work with City to resolve conflicts with street sweeping schedules.

4.15 Report of Accumulation of Solid Waste and Recyclable Materials; Unauthorized Dumping

Company shall direct its drivers to note (1) the addresses of any Premises at which they observe that Solid Waste and/or Recyclable Materials are accumulating and are not being delivered for Collection; and (2) the address, or other location description, at which Solid Waste and/or Recyclable Materials have been dumped in an apparently unauthorized manner. Company shall deliver the address or description to City within one Business Day of such observation.

4.16 Transportation of Solid Waste and Recyclable Materials

Company shall transport all Solid Waste Collected to a City-approved Facility (e.g., Transfer Station, MRF, Transformation Facility, Green Waste Processing Facility, or Disposal Site).

Company agrees to make all reasonable efforts to separate Recyclable Materials from Refuse for Diversion from landfill Disposal.

Company shall maintain accurate records of the quantities of Solid Waste and Recyclable Materials transported to all Facilities utilized and will cooperate with City in any audits or investigations of such quantities.

Company shall cooperate with the operator of any Disposal Site or Facility that Company is using with regard to operations therein.

4.17 Disposal of Refuse

Company shall dispose of Refuse Collected that is not required to be processed or Transformed at the Disposal Site. Recyclable Materials shall be processed in accordance with Section 4.19.

4.18 Status of Disposal Site

Any Disposal Site utilized by Company shall have been issued all permits from federal, state, regional, county and City agencies necessary for it to operate as a Class III Sanitary Landfill and shall be in full regulatory compliance with all such permits.

4.19 Other Processing Facilities

4.19.1 Designated Recycling Facility

Company shall deliver all Recyclable Materials Collected in the Service Area to the Recycling Facility designated in accordance with Section 4.19.4 ("Designated Recycling Facility"). Company shall undertake reasonable business efforts designed to ensure that Recyclable Materials are used in a manner that is classified as Diversion.

4.19.2 Designated Green Waste Processing Facility

Company shall deliver all Green Waste Collected in the Service Area to Green Waste processing Facility designated in accordance with Section 4.19.4 (the "Designated Green Waste Processing Facility"). Company shall undertake reasonable business efforts designed to ensure that Green Waste is processed and used in a manner that is classified as Diversion.

4.19.3 Designated Organic Waste Processing Facility

Company shall deliver all Organic Waste Collected in the Service Area to the Organic Waste processing Facility designated in accordance with Section 4.19.4 (the "Designated Organic Waste Processing Facility"). Notwithstanding the preceding sentence, Green Waste Collected from Single Family Dwelling Customers pursuant to Section 4.4.1 shall be delivered to the Designated Green Waste Facility; holiday trees Collected pursuant to Section 4.4.2 shall be processed in accordance with that section. Company shall undertake reasonable business efforts designed to ensure that Organic Waste is processed and used in a manner that is classified as Diversion.

4.19.4 Designation of Processing Facilities and Disposal Sites

Upon written notification to the City Manager, Company may utilize a permitted facility within Los Angeles County as a Disposal Site or for the processing of Solid Waste, Organic Waste, Green Waste, and Recyclable Materials Collected within the Service Area. Company is responsible for ensuring that each Facility it uses is properly permitted in compliance with Applicable Law.

4.20 Facility Replacement Due to Non-Compliance of Applicable Law

Company shall undertake reasonable business efforts designed to ensure that the Disposal Site, Designated Recycling Facility, Designated Green Waste Processing Facility, and all other designated Facilities are properly permitted and in compliance with Applicable Law at all times during the Term.

4.21 Route Audit

Once at the end of the first year and every other year thereafter, unless requested annually by City, Company shall conduct an audit of its Collection routes in the Service Area. City may use information from the audit to develop a request for proposals for a new service provider. City may instruct Company when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses. City may also instruct Company to conduct an audit at a time that would produce the most accurate Customer service information for a new service provider to use in establishing service with Customers. City will establish the deadlines by which the Company will provide City with (A) routing and account information, and (B) the route audit summary report.

The route audit, at minimum, shall consist of an independent physical observation by person(s) other than the route driver of each Customer in the Service Area. This person(s) is to be approved in advance by City. The routing and account information shall include, at a minimum, the following information for each account:

For Residential Customers:

- Route Number;
- Truck Number;
- Number of Residential Customers;
- Number of Extra Carts and Bins by type of waste stream (Refuse, Recycling, Green Waste);

For Commercial Customers:

- Route Number;
- Truck Number;
- Account Name;
- Account Number;
- Account Service Address;
- Service Level (Quantity, Size, Frequency);
- Service Level per Routing System;
- Observed Containers (Quantity and Size);
- Container condition;
- Proper signage; and,
- Graffiti.

Within 30 days after the completion of the route audit, Company shall submit to City a report summarizing the results of the audit. The route audit summary report shall include:

- Identification of the routes;
- Route map;
- Truck numbers;
- Number of accounts, by route and in total (Residential and Commercial);
- Confirmation that all routes are dedicated exclusively to Service Area Customers;
- Number and types of exceptions observed;
- Total monthly service charge (Residential and Commercial), pre-audit; and,
- Total monthly service charge (Residential and Commercial), post-audit (subsequent to corrections of identified exceptions).

The route audit summary report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations. Additionally, the

report shall include a description of the pre-audit training of the route auditors, particularly if temporary personnel are used.

The route audit summary report shall also include a description of the changes and Company's plans to resolve the exceptions. The results of the audit, and supporting back-up data, shall be available for review by City or its representative. If review indicates that two percent or more are inaccurate, Company shall pay City for the cost of conducting a second route audit by City or a third party selected by City. City to implement all approved changes within 30 days of approval by City and Company.

4.22 Routing Plan Approval

Company's routing plan is subject to City approval and will limit cross-City traffic and traffic on major streets during rush hour, and avoid streets by schools at times when children are going to and coming from school.

4.23 Service Exceptions; Hazardous Waste Notifications

A. **Residential Contamination – Red Tag Program.** Company will establish and maintain a red tag program to minimize contamination in Residential Recycling Carts and Residential Greenwaste Carts. The red tag program shall consist of a physical inspection of Residential Carts. If contamination is observed, a notice will be attached to the Residential Cart containing the contamination and Company will provide service. Company shall not be required to provide service to Residential Recycling Carts and Residential Greenwaste Carts that receive two or more red tag violation notices within a 90-day period. Residents that receive three or more red tag contamination notices within a 90-day period will be charged a contamination fee per occurrence in accordance with the Rate Schedule.

B. **Hazardous Waste Inspection and Reporting.** Company reserves the right to inspect Solid Waste and Recyclable Materials put out for Collection and to reject Solid Waste and Recyclable Materials observed to be contaminated with Hazardous Waste and the right not to Collect Hazardous Waste put out with Solid Waste and/or Recyclable Materials. Company shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control, Local Emergency Response Providers, and the National Response Center, of reportable quantities of Hazardous Waste found or observed in Solid Waste and/or Recyclable Materials anywhere within the Service Area. In addition to other required notifications, if Company observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on any City property, including storm drains, streets or other public rights-of-way, Company will immediately notify the City Manager. Company shall implement and maintain a training program that will assist its employees in identifying and properly disposing of any Hazardous Waste that may come into their possession.

C. **Hazardous Waste Diversion Records.** Company shall maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste and/or

Recyclable Materials and which was inadvertently Collected from within the Service Area, but diverted from landfill.

ARTICLE 5
OTHER SERVICES

5.1 Customer Billing

5.1.1 Monthly Billings and Payment – Residential and Commercial Customers

City shall Bill Single-Family Residential Customers and Multi-Family Customers without Bin service. City may bill such Customers on the water bill for the Premises, by separate bill of the City, or on the Tax Roll. City's Billings shall not give rise to any inference of a joint venture or partnership with Company. City's Billings may be made monthly, quarterly, bimonthly or quarterly in advance.

City shall remit to Company the revenues received by City pursuant to the City's Billings pursuant to the preceding paragraph, including any late payments received from Customers for prior Billings that were not included in a previous payment to Company, within 35 days of each month end closing (for accounts Billed on the water bill or by invoice) and within 35 days of the date of the invoice (for accounts billed by the City by separate invoice). City shall remit to Company the revenues received from the County of Los Angeles County Auditor-Controller (for accounts billed by the City on the Tax Roll) within 35 days of the City's receipt of such revenues from the County.

From the revenues received by the City for Billings by the City, the City will retain the City's Franchise Fees (Section 3.1.1) and Administrative Fees (Section 3.1.2).

Commencing on August 1, 2019 or September 1, 2019, at the direction of the City Manager provided Company has provided three advance notices by mail to affected Customers of the new Billing arrangement, Company shall commence Billing all other Customers, with Multi-Family Residential Customers Billed monthly or quarterly, no sooner than the first day of the month or quarter for which services are being Billed, and Commercial Customers Billed monthly, no sooner than the first day of the month for which services are being Billed. Payment will not be considered delinquent if received on or before 30 days after Billing. Upon a payment becoming delinquent, Company shall notify the Customer that the invoice is over-due and that non-payment will result in further collection action. Amounts Billed by Company shall not exceed the rates set forth in the Rate Schedule. Prior to the transition of Billing to Company, City shall Bill all Customers and remit revenues to Company pursuant to the preceding paragraphs.

Bills to Residential Customers shall be for all classifications of services and will show the aggregate amount, unless otherwise specified by City.

5.1.2 Temporary Services Billing

Commencing on August 1, 2019 or September 1, 2019, at the direction of the City Manager provided Company has provided three advance notices by mail to affected Customers of the new Billing arrangement, Company shall Bill for temporary Roll-off Box and Bin services, and other one-time charges (such as an extra Bulky Item pickup). For established Commercial accounts, Company shall Bill monthly, no sooner than the first day of service, and require payment no sooner than 30 days from the start of the service period Billed for. Upon a payment becoming delinquent, Company shall notify the Customer that the invoice is over-due and that non-payment will result in further collection action.

For Customers without an established, on-going service account, Company will accept major credit cards for payment. Such Customers who do not use credit cards may be required by the Company to post a security deposit or to pay on a "Cash on Delivery" (C.O.D.) basis. Any unused portion of a security deposit will be refunded to the Customer within 30 Business Days of the termination of service.

Prior to the transition of Billing to Company, City shall Bill all Customers and remit revenues to Company pursuant to the preceding paragraphs.

5.1.2 Invoices

All Bills provided by Company must include service description, including Container size, frequency of service, any special services (such as locking lid service), and period billed for. All Bills must carry a due date, not "due upon receipt." Bills will not separately itemize City fees, surcharges, disposal components or other breakdown of rates without advance written approval from City. Bills shall include Company's telephone number for Billing and service inquiries. All Billing formats shall be subject to approval of the City Manager. Company shall maintain copies of all Billing records and receipts.

5.1.3 Billing Inserts

Company shall periodically, prior to the effective date of a rate change, and at a minimum of once per year, prepare and distribute subject to the direction of City, a notice to each Customer containing the following: a listing of Company's Collection rates, the annual holiday schedule and a general summary of services required to be provided hereunder including optional service which may be furnished by Company. Such notice shall be in a form subject to City's approval prior to its distribution and may be included in one of the Company's quarterly notices or annual brochure.

5.1.4 Billing Disputes

If any Customer disputes a Billing statement provided by Company, Company shall provide notice thereof to the City Manager, with a copy of the Billing invoice and the nature of the dispute (including copies of any correspondence from the Customer). Company shall use its best efforts to resolve such disputes within seven days of receipt of notice from the Customer of such

dispute. If such dispute cannot be mutually resolved by the Company and the Customer within such seven-day period, the dispute will be submitted to the City Manager for binding dispute resolution. Company acknowledges that the determination of the City Manager relating to such dispute shall be final and un-appealable.

5.1.5 Delinquent Accounts

Company has the option to turn over delinquent accounts for Multi-family Residential Customers (with Bin service) and Commercial Customers billed by Company to City for collection Company may not discontinue service for Residential Customers. Company may discontinue service to Commercial Customers for non-payment if the account remains delinquent after a period of 90 days. City may instruct Company to discontinue service to Commercial Customers for non-payment and may require Company to remove the Container from the site, or to continue service.

For delinquent accounts turned over by Company to City for collection, and for delinquent accounts for Multi-family Residential Customers (with Bin service) and Commercial Customers billed by City for the period January 1, 2019 through July 1, 2019, City shall, commencing with the Tax Roll for fiscal year 2020-21, undertake annual proceedings for collection of the delinquencies on the Tax Roll in accordance with the requirements of Chapter XXI of the Compton Municipal Code. Company must submit the list of delinquent accounts, together with any supporting information required by the City Manager, by May 15th each year. To the extent allowed by law, City and Company shall include administrative costs of collection in the delinquent amount to be placed on the Tax Roll, and otherwise Company shall pay all costs incurred by City in collecting delinquent amounts through the Tax Roll. All revenues collected by City via the Tax Roll shall be considered part of Company's Gross Revenues and shall be paid by City to Company within 35 days of the City's receipt of such revenues from the County, less (i) all costs incurred by City in collecting the delinquent amounts through the Tax Roll, and (b) ten percent, which shall be attributed towards the Franchise Fee (Section 3.1.1).

5.1.6 Customer Billing Adjustments

Should Company determine that Company has under-billed a Customer, or Customers, Company may back-Bill for no more than six months.

If Company Bills Customers for any service charges not on the City-approved Rate Schedule, or not otherwise approved in writing by the City, such charges shall be refunded to Customers at City or Customer's request or as soon as discovered by Company; Company shall refund up to three years of past unapproved Billings.

5.1.7 Billing for Street Maintenance Yard

Company shall Bill City monthly, no sooner than the first day of the month for which service is being Billed, for Collection at the Street Maintenance Yard. City will make a good faith effort to keep its Street Maintenance Yard account current.

7.1.7 Review of Accounts

Company may review each Customer's account billed by City on July 1, 2020 and every two years thereafter and submit to City a written report of its review along with the results of the route audit described in Section 4.11. The purpose of the Customer account review is to confirm that the amount which City is Billing each Customer is correct. Results of the account review should be submitted as part of the route audit summary report described in Section 4.11.

Should City determine that a Customer or Customers has been undercharged, Company may request City to back bill for no more than six months, with any remaining undercharges absorbed by Company. Amounts overcharged to Customers shall be refunded within 30 days of discovery. Customers will receive a service credit for any overcharges in excess of six months in lieu of a refund.

Company shall maintain copies of Customer service levels with amounts as well as records of receipts from City for these Billings, each in chronological order, as required by Section 8.2.1 for inspection by City upon request. Company, may at its option, maintain these records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner, and are sufficient to verify the accuracy of fees owed to City.

5.2 INTENTIONALLY LEFT BLANK

5.3 Customer Service

5.3.1 Local Office

Company shall maintain a local office located at 14905 S. San Pedro Street, Gardena, CA 90248. The local office shall be open at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays ("Office Hours"). A responsible and qualified bilingual (English and Spanish speaking) representative of Company shall be available during Office Hours for personal communication with the public at the local office. The local office shall be available to Customers to make payments and request service during Office Hours and two parking spaces at the local office shall be dedicated for use by Customers.

5.3.2 Telephone and Customer Service Requirements

Company shall be available to take live service calls between 8:00 a.m. and 5:00 p.m. on Monday through Friday, and between 8:00 a.m. and 12:00 p.m. on Saturday ("Telephone Service Hours"). Bilingual (English and Spanish speaking) personnel will be available during Telephone Service Hours to assist Customers. The telephone number shall be a toll-free number from all portions of the City.

Company's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days, and shall ensure that wait times do not exceed five minutes. If City receives more than five complaints in any 30-day period that Customers are unable to

contact Company by phone, City may require Company to increase capacity. Company shall have a representative, a message machine, or an answering service available outside of Telephone Service Hours. Calls received outside of Telephone Service Hours shall be responded to on the next Business Day.

Company shall provide City with an emergency phone number where Company can be reached outside of the required Office Hours. A live person, not voice-mail, shall be available at that number at all times, 24 hours per day.

5.3.3 Complaint Documentation

Company shall keep daily logs of complaints received for a minimum of 24 months.

Company shall log all complaints received, including the date and time the complaint was received, the name, address and telephone number of the caller/complainant, a description of the complaint, the name of the employee recording the complaint and the action taken by Company to respond to and remedy the complaint. The log shall also include each instance that Solid Waste and/or Recyclable Materials are not Collected and the form of notification used to inform the participants of the reasons of non-Collection and the end result or means of resolution of the incident.

All written Customer complaints and inquiries shall be date-stamped when received. All complaints, both oral and written, shall be initially responded to within one Business Day of receipt. Company shall use best efforts to resolve complaints within two Business Days. Company shall log action taken by Company to respond to and remedy the complaint.

All Customer service records and logs kept by Company shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Company's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints.

5.3.4 Resolution of Customer Complaints

Should Company and Customers not be able to resolve a complaint, not be able to establish a mutually acceptable fee to be charged for services not included on the Rate Schedule, or otherwise disagree, the matter shall be determined by City, and City's decision shall be final.

5.3.5 Municipal Liaison

Company shall designate in writing within five days of the Effective Date, an employee as "Municipal Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer service related complaints. City shall be notified in advance of any change in Municipal Liaison.

5.4 Education and Public Awareness

5.4.1 General

Company acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve the requirements of the Act. Accordingly, Company agrees to take direction from City to take advantage of opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

Company shall maintain its own program of providing information relevant to needs and methods to reduce, reuse and recycle Solid Waste, including materials for inclusion with the Bills mailed to Customers. All public education materials shall be approved in advance by City and, unless otherwise noted, shall be printed in English and Spanish.

5.4.2 Company Representative

Company shall retain on its staff an individual who shall, as part of his or her job function, routinely visit civic groups, school assemblies, homeowners' associations, Multi-Family Dwelling complexes and businesses, to promote and explain the Recycling and other programs Company offers, and participate in demonstrations and civic events.

5.4.3 Community Events

At the direction of City, Company shall participate in and promote Recycling and other Diversion techniques at community events and local activities. Such participation shall include providing, without cost, Collection and educational and publicity information promoting the goals of City's Solid Waste and Recyclable Materials programs.

5.4.4 Waste Generation/Characterization Studies

Company acknowledges that City must perform Solid Waste and Recyclable Materials generation and Disposal characterization studies periodically to comply with the requirements of the Act. Company agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City, to determine weights and volumes of Solid Waste and Recyclable Materials Collected and characterize Solid Waste and Recyclable Materials generated, disposed, transformed, diverted or otherwise handled/processed, by Customer type (Single Family Dwelling, Multi-Family Dwelling, Commercial), to satisfy the requirements of the Act. Company will at its sole expense conduct such a waste generation and characterization study upon request of City, but not more than once every two years.

ARTICLE 6
COMPANY COMPENSATION AND RATES

6.1 General

The maximum rates set forth in Exhibit 1 shall be the maximum amount Company may charge Customers as full, entire and complete Company Compensation due pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, letters of credit, overhead, Disposal, transfer, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. Company shall impose no other charges for services provided to Customers unless approved in advance in writing by the City Manager. Company shall not charge, and shall not provide Solid Waste and Recyclable Materials Handling Services to, any properties that are exempt (pursuant to City's Municipal Code, as it now exists or may subsequently be amended) from the obligation to utilize the services provided by Company and do not utilize such services.

Company shall not charge for Collection at City Facilities, other than for Collection from the Street Maintenance Yard.

6.2 Schedule of Future CPI Adjustments

Effective July 1, 2020 and each July 1st thereafter during the Term, Company shall be entitled to an adjustment of maximum rates for CPI in accordance with the Rate Schedule. Prior to each June 1st, beginning June 1, 2020, during the Term, Company shall submit rate increase data necessary to support the CPI adjustment to the maximum rates set forth in Exhibit 1 to the City Manager in person or via certified mail. The City Manager shall review the rate adjustment data submitted by Company, and the City Manager shall authorize the CPI rate adjustment in accordance with the Rate Schedule if the information submitted is determined to be accurate. Rate adjustments shall be effective July 1st of each year. Company shall provide notice of any CPI adjustment in its regular Billing statements not less than 30 days prior to the effective date of the adjustment.

6.3 Additional Rate Adjustments

Company may request in writing an adjustment to maximum rates that are in addition to the CPI adjustments described in Section 6.2 ("Additional Rate Adjustment") at reasonable times in the event of extraordinary changes in the cost of providing service under this Agreement, but in no event more than once per Rate Year, and pursuant to Sections 2.8, 2.9.1, 4.3.6, and 4.4.4. Such changes shall not include changes in tipping fees for Refuse Disposal (beyond the changes permitted below in this Section 6.3), or Recyclable Materials or Green Waste processing costs, changes in the market value of Recyclable Materials from the values assumed by Company in the negotiation of this Agreement, inaccurate estimates by Company of its proposed cost of operations, unionization of Company's work force, change in wage rates or employee benefits, or the inability of the Company to dispose of any or all Solid Waste at a selected landfill, including due to closure of the Disposal Site. Notwithstanding the foregoing, the City shall permit an Additional Rate Adjustment based upon (1) changes to the Refuse Disposal gate rate

due to an increase in a direct per ton surcharge assessed by CalRecycle, the LEA or at the Disposal Site by federal, state or local regulatory agencies after the Effective Date, or (2) any new or amended State or local governmental fee or assessment applicable to Solid Waste and Recyclable Materials Handling Services provided to Residential or Commercial Customers. Company is expected to comply with SCAQMD Rule 1193, and the Air Resource Board's emission standards existing on the Effective Date of this Agreement. In the event federal, state and local laws and regulations may be enacted or amended during the Term resulting in the need for City-directed changes in programs and/or requirements, the provisions of Sections 2.9.1 and 4.3.6 shall apply.

For each request for an Additional Rate Adjustment pursuant to this Section 6.3, Company shall prepare a schedule documenting the extraordinary costs or lost profits, as applicable. Such request shall be prepared in a form acceptable to City with support for assumptions made by Company in preparing the estimate. City shall review the Company's request and make the final determination as to whether an Additional Rate Adjustment has been substantiated.

All Additional Rate Adjustments are subject to the requirements of Article XIII D of the California Constitution. Upon substantiation of a Company request for an Additional Rate Adjustment in accordance with this Section 6.3, City agrees to undertake proceedings in accordance with this Section pursuant to Article XIII D to consider the adjustments. Any such Additional Rate Adjustments shall only be effective after the City Council approves such adjustments. Approval by the City Council will not be applied retroactively.

In the event that an Additional Rate Adjustment is not approved as a result of a valid majority protest in compliance with Article XIII D of the California Constitution, the Parties shall meet and confer to determine required adjustments and changes to existing service levels and programs in order to provide minimum State mandated programs and services within the then existing rates without adjustment. In addition, the Parties shall meet and confer and thereafter seek to adjust the rates pursuant to this Section 6.3 and Article XIII D of the California Constitution, taking into account the specific objections, if any, asserted in the majority protest proceedings. If after the foregoing, the rates are not adjusted or the Parties do not agree on required adjustments to the existing service levels, then either Party may terminate the Agreement upon 180 day's written notice.

6.4 Supporting Information

Any request for an Additional Rate Adjustment made pursuant to Section 6.3 shall be accompanied by a copy of Company's or its parent company's certified annual financial statements prepared by a Certified Public Accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and Regulations of the State Board of Accountancy," as established by the California Code of Regulations, Title 16, Chapter I. Such Certified Public Accountant shall be entirely independent of Company and shall have no financial interest whatsoever in the business of Company. City may specify the form and detail of the financial statements.

6.5 Payments by City to Company

6.5.1 Installment Payments

To fully resolve any and all claims relating to disputes between the City and Company with respect to the 2012 Agreement through the Effective Date, including, without limitation, any undercharges to Customers, any delinquent accounts that have not been paid, customer service matters, reconciliation of historical billing disputes, and any deduction of certain bond license fees from payments made by the City to Company (collectively, "Dispute"), City shall pay Company a total of $1,600,000, payable in the following installment payments, without interest:

a. Six monthly payments of $33,333, beginning on August 1, 2019;
b. Payment of $200,000 on or before December 23, 2021; and
c. Payment of $1,200,000 upon the earlier of (i) the close of escrow of the sale by the City of real property located at 1119 S. Alameda Street ("Property"), or (ii) March 30, 2022.

All such payments reflect prior deduction for the Franchise Fee and any other fees. Payments shall be made by City to Company by wire transfer. Company shall provide to City wire transfer instructions at least 10 days prior to the scheduled payment date.

6.5.2 Lien

As security for the payment obligation set forth in Section 6.5.1c.(i) ("Secured Payment Obligation"), the City shall, on the Effective Date, execute and record against the Property the Deed of Trust in substantially the form attached hereto as Exhibit 7 ("Deed of Trust") in the Official Records of the Los Angeles County Recorder. The Secured Payment Obligation shall be paid solely from those moneys as may be received by the City at closing less (i) normal closing costs payable by the City, as seller (e.g., escrow/title fees, transfer taxes, etc.), and (ii) such portion of the proceeds of the Property sale in an amount necessary for the City to optionally redeem and defease any remaining outstanding City of Compton Sold Waste Management Facilities Variable Rate Revenue Bonds, Series 2000 (the "2000 Bonds").

The Parties hereto acknowledge and agree that so long as any 2000 Bonds remain Outstanding (as defined in the Bond Indenture) proceeds of the sale of the Property constitute "Revenues" as defined in Section 1.1 of that certain Trust Indenture, dated June 20, 2000 (the "Bond Indenture"), by and between the City and U.S. Bank Trust National Association, as trustee, and are subject to the prior lien of the Bond Indenture for the benefit of the 2000 Bonds and the owners thereof.

In furtherance of the Secured Payment Obligation and the covenant set forth in Section 10.2 of the Bond Indenture, so long as any 2000 Bonds remain Outstanding (as defined in the Bond Indenture) at the time of any sale by the City of the Property prior to the payment by the City of installment payment required by Section 6.5.1c. above, the City hereby agrees and covenants to apply proceeds of the sale of the Property at closing to the optional redemption and defeasance of all remaining Outstanding 2000 Bonds pursuant to the Bond Indenture in order to discharge and

terminate the lien thereof on the Revenues upon such defeasance, as provided for in Sections 13.1 and 13.2 of the Bond Indenture, and facilitate payment by the City of the Secured Payment Obligation from proceeds of the sale of the Property at closing.

Upon full payment of the Secured Payment Obligation, or if the payment of the obligation described in Section 6.5.1c. is paid by the City from any other source of available revenues, the Company shall promptly and as required by law execute and record in the Official Records of the Los Angeles County Recorder a substitution of trustee and full reconveyance of the Deed of Trust.

6.5.3 Compromise and Settlement of Dispute

City and Company agree that all claims, demands, contentions, allegations, actions, causes of action proceedings, obligations, liabilities, damages, losses, costs, and expenses of any nature whatsoever related to the Dispute which are contained or alleged, or which could have been raised or alleged, in connection with the Dispute, are to be compromised and settled without any admission of liability or concession by any Party that the contentions of the other Party are correct. Upon payment of the total sum of $1,600,000 by City to Company pursuant to this Section, City and Company shall have no further obligation to each other, including any financial obligation, in connection with the Dispute.

6.5.4 Mutual Release and Discharge

In consideration of the mutually dependent promises and representations set forth in this Section, and except for the obligations created pursuant to this Section, the City and Company hereby fully release and forever discharge each other and their respective successors, assigns, employees, agents, representatives, officers, directors, managers, contractors, attorneys, and all persons acting in concert with them, from and against any and all claims, demands, actions, causes of action, proceedings, obligations, liabilities, damages, losses, costs, and expenses of any nature whatsoever, in law or in equity, known or unknown, foreseen or unforeseen, contingent or non-contingent, that either Party now has based upon or in any way arising out of or in connection with the Dispute that occurred, or are alleged to have occurred, at any time prior to the Effective Date.

City and Company recognize that the release set forth above shall extend to claims whether known or unknown to it and that the release is made with the understanding that it shall include unknown claims contemplated by Civil Code § 1542, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Company Initial Here_____ City Initial Here _____

The comprise and settlement of Dispute and release and discharge as set forth in this Section shall be binding upon and inure to the benefit of the Parties, and their respective employees, agents, attorneys, successors, devises, executors, administrators, assigns, and insurance carriers.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE 7
REVIEW OF SERVICES AND PERFORMANCE

7.1 Performance Review Hearing

A. In or about July of each year during the Term, City may hold a public hearing to review Company's Solid Waste and Recyclable Materials Collection efforts, source reduction, processing and other Diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Hearing"). The purpose of the Solid Waste Services and Performance Review Hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, processing and Disposal to achieve a continuing, advanced Solid Waste and Recyclable Materials Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided by Company with adequate quality, effectiveness and economy, and in full compliance with the terms of this Agreement.

B. City shall notify Company of its intent to hold a Solid Waste Services and Performance Review Hearing at least 60 days in advance thereof. Within 30 days after receiving notice from City of a Solid Waste Services and Performance Review Hearing, Company shall submit a report to City which may contain such information as it wishes to have considered and shall contain the following:

1. Current Diversion rates and a report on Company's outreach activities for the past year.

2. Recommended changes and/or new services to improve City's ability to meet the goals of the Act and to contain costs and minimize impacts on rates.

3. A specific plan for the Act compliance.

Any specific plans for changes or provision for new or changed services by Company shall be subject to prior review and approval by the City Manager.

C. The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Company's performance, and Company may submit other relevant performance information and reports for consideration at the Solid Waste Services and Performance Review Hearing. In addition to the above, City may request Company to submit

any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Hearing, and any Customer may submit comments or complaints during or before the Hearing, either orally or in writing. Company shall be present at and participate in the Solid Waste Services and Performance Review Hearing.

D. As a result of its findings following any Solid Waste Services and Performance Review Hearing, City may require Company to provide expanded or new services within a reasonable time and City may direct or take corrective actions for any performance inadequacies (although nothing contained in this provision should be construed as requiring City to hold a Solid Waste Services and Performance Review Hearing in order to enforce any rights or remedies it has pursuant to the terms hereof).

7.2 Performance Satisfaction Survey

If requested by City, commencing July 1, 2020 and every year thereafter, Company will create and conduct a survey in preparation for any Solid Waste Services and Performance Review Hearing held pursuant to Section 7.1. City shall notify Company of its desire for such a survey at least 90 days in advance of the Solid Waste Services and Performance Review Hearing. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by Company. The survey will be distributed to a minimum of ten percent of the Residential Customers and ten percent of the Commercial Customers, selected at random. City may instruct Company to send out separate Single Family Dwelling, Multiple-Family Dwelling, and Commercial surveys. Company shall obtain City's approval of each survey's content, format, and mailing list prior to its distribution. City may require that Company have Customer responses to the survey returned directly to City. The survey results shall be made available to the City 30 days prior to the Solid Waste Services and Performance Review Hearing.

ARTICLE 8
RECORDS, REPORTS AND INFORMATION REQUIREMENTS

8.1 General

Company shall maintain Billing, accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Company agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with Applicable Law and to meet the reporting and Solid Waste and Recyclable Materials program management needs of City. To this extent, such requirements set out in this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and is not meant to exactly or comprehensively define the scope and content of the records and reports.

Company shall maintain all records necessary to allow the City to determine Company's compliance with the terms of this Agreement, including the performance standards presented in

this Agreement. The records shall be maintained in a manner that allows for easy verification of Company's performance.

Company will maintain all financial records in accordance with General Acceptable Accounting Principles (GAAP). These records shall be available to City for reviewing and auditing during the Term.

8.2 Records

8.2.1 General

Company shall maintain records related to the conduct of its operations, to support requests it may make to City, and to respond to requests from City. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected, backed up and stored at a separate site from the original data. All records shall be maintained for a minimum of five years after the expiration of this Agreement, unless a shorter retention period is specifically provided in this Agreement (e.g., Section 5.3.3 "Complaint Documentation"). After minimum retention periods are met, Company shall notify City 90 days before destroying records.

Company agrees that the records of any and all companies conducting operations addressed in this Agreement shall be provided or made available to City and its official representatives during normal business hours. City may review or utilize any of the records described in this section for any purpose whatsoever. Such records include, but are not limited to, financial (but limited to revenue or Billing information only), Solid Waste and Recyclable Materials, the CERCLA and Disposal records.

8.2.2 Financial and Billing Records

Company shall maintain financial records relating to its operations pursuant to this Agreement separate and segregated from such records relating to its other operations.

Company shall maintain at least the following records:

a) Reviewed financial statements for Company and/or parent company guarantor;

b) Financial statements (compiled, or reviewed or audited) of revenue and expense for this Agreement segregated from the other operations of Company (including without limitation those operations of Company in the Service Area and surrounding jurisdictions which are not covered by this Agreement), including a description of segregation methodology; and,

c) Complete descriptions of related party transactions (corporate and/or regional management fees, inter-company profits from transfer, processing or Disposal operations).

8.2.3 Solid Waste and Recyclable Materials Records

Company shall maintain and make available to City upon request the following records relating to its operations pursuant to this Agreement:

a) Customer services and Billing/Service Area payment records;

b) Records of tons Collected, processed, diverted and disposed by waste stream (Refuse, Recycling, Green Waste, Organic Waste, by Customer type (Residential Cart, Residential Bin, Commercial Bin, etc.) and the Facilities (Transfer Station, MRF, Transformation Facility or landfill) where such material was taken;

c) Quantity of Recyclable Materials recovered by material type, as well as quantity of material diverted from landfills in compliance with the Act;

d) Results for Bulky Item pickup, special annual cleanup events, and City sponsored events, including tons disposed and diverted;

e) Routes;

f) Facilities, equipment and personnel used;

g) Facilities and equipment operations, maintenance and repair;

h) Number and type of Refuse, Recycling, Organic Waste, and Green Waste Company-owned Containers in service;

i) Complaints; and,

j) Missed pickups.

8.2.4 CERCLA Defense Records

City views the ability to defend against actions arising under CERCLA and related litigation as a matter of great importance. For this reason, City regards the ability to prove where Solid Waste Collected in the Service Area was taken for Disposal, as well as where it was not taken, to be matters of concern. Company shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the Service Area was landfilled (and therefore establish where it was not landfilled) for not less than five years following the termination of this Agreement, and agrees to notify City's Risk Administrator and City Attorney before destroying such records thereafter. At any time, including after the expiration of the Term hereof, Company shall provide copies of such records to City. The requirements of this section shall survive the expiration of the Term.

8.2.5 Disposal Records

Company shall maintain, and make available to the City upon request, records of Disposal of all Solid Waste and Recyclable Materials Collected in the Service Area pursuant to this Agreement. In the event Company discontinues providing Solid Waste and Recyclable Materials Handling Services to Service Area, Company shall provide all records of Disposal or processing of all Solid Waste and Recyclable Materials Collected in the Service Area to City within 30 days of discontinuing service. Records shall be in chronological and organized form and readily and easily interpreted.

8.2.6 Other Programs' Records

Records for other programs shall be tailored to specific needs. In general, they shall include:

- Plans, tasks, and milestones; and,
- Accomplishments in terms such as dates, activities conducted, quantities of products used, produced or distributed, and numbers of participants and responses.

8.2.7 Biennial Audit and Costs

Commencing July 1, 2020 and once every other year thereafter, City may conduct an audit of Company. The scope of the audit, and auditing party, will be determined by City, and the scope may include, but is not limited to, compliance with this Agreement, Customer service levels and Billing, fee payments, Gross Revenues, tonnage, and verification of the applicable Diversion rate. Company will reimburse City the cost of such audits.

Company shall maintain copies of Customer service levels with amounts due for these Billings, each in chronological order for inspection by City upon request. Company may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner, and are sufficient to verify the accuracy of fees owed to City.

8.2.8 Payments and Refunds

Should an audit disclose that amounts payable by Customers for Billings undertaken by Company were underpaid, Company has the right to adjust and correct the Billing to the Customers for any underpayment not to exceed six months of back billing. Should an audit disclose that Customers were overcharged for the period under review, Company will refund or credit to Customers any overcharges within 30 days following the date of the audit. Company shall refund up to three years of past overcharges.

8.3 Reports

8.3.1 Report Formats and Schedule

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

a) Determine and set maximum rates and evaluate the financial efficacy of operations;

b) Evaluate past and expected progress towards achieving the Act's goals and objectives;

c) Determine needs for adjustment to programs; and,

d) Evaluate Customer service and complaints.

Company may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City. In addition to submitting all reports on paper, Company shall also submit all reports in an electronic format approved by City, compatible with City's software/computers, at no additional charge.

Monthly reports shall be submitted within 30 calendar days after the end of the report month. Quarterly reports shall be submitted within 30 calendar days after the end of the calendar quarter. Annual reports for which a date is not otherwise specified in this Agreement shall be submitted before January 31 following the reporting year. If requested, Company's complaint summary, described in Section 8.3.3.a) below, shall be sent to the City Manager within five days of request.

All reports shall be submitted to:

City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

8.3.2 Monthly Reports

The information listed below shall be the minimum reported for the preceding month:

a) Solid Waste and Recyclable Materials Collected by Company for each month, sorted by type of Solid Waste Collected and diverted (Refuse, Construction and Demolition Debris, Green Waste, and Organic Waste) or Recyclable Materials in tons (including contamination and Diversion rates for each waste stream and Customer type), and identifying by tonnage and type the Facilities where the Solid Waste or Recyclable Materials were processed or disposed.

b) Warning notices issued for contaminated Recyclable Materials and Green Waste Containers.

c) Narrative summary of problems encountered (including scavenging) and actions taken with recommendations for City, as appropriate.

d) Materials Sales. Sales statement showing: kinds of material, quantity sold (in tons), and materials rejected for sale.

8.3.3 Quarterly Reports

Quarterly Reports shall contain at a minimum the information required in the monthly report and also include the following:

a) Complaint summary for the quarter summarized by nature of complaints.

b) Description of Company outreach activities and copies of promotional and public education materials sent during the quarter.

c) Other information or reports that City may reasonably request or require.

8.3.4 Annual Report

The Annual Report is to be essentially in the form and content of the monthly and quarterly reports but shall also include:

a) A complete inventory of Collection Vehicles used to provide all services (including make, year, type, fuel used, use, California license number and whether or not it is used as a spare) and a complete inventory of Containers by size and waste stream type Container is used for.

b) Documentation of compliance with all applicable air pollution control laws for each Collection Vehicle.

c) A summary of the number of Containers by size (number of gallons, number of yards) and type of service (Refuse, Recyclable Materials, Green Waste and Organic Waste).

d) General information about Company and its most recent annual report.

e) Copy of Hazardous Waste Diversion records showing types and quantities, if any, of Hazardous Waste that was inadvertently Collected, but diverted from the landfill.

f) Number of routes and route hours per day by type of service as of December 31.

g) Operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials Collected under this Agreement.

h) Documentation supporting that calendar year's Diversion rate.

i) Other information or reports that City may reasonably request or require.

8.3.5 Financial Report

City may, at City's option, request and be provided with Company's financial reports/statements for the most recently completed fiscal year in connection with any audit, rate adjustment request, or verification of other information required under this Agreement.

Financial statements shall include a supplemental combining schedule showing Company's results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement, separated from others included in such financial statements. The financial statements and footnotes shall be prepared in accordance with generally accepted accounting principles (GAAP) and audited, in accordance with generally accepted auditing standards (GAAS) by an independent (not affiliated with Company) certified public accountant (CPA) licensed (in good standing) to practice public accounting in the State as determined by the State. Financial statements and records of parent company Republic Services, Inc. may be used for purposes of Company's compliance with this Section 8.3.5.

Department of Consumer Affairs Board of Accountancy. The cost for preparation of the financial statements and audit shall be borne by Company as a direct cost of service. In addition, Company shall provide to City the supplemental schedule on a compiled basis.

8.4 Reporting Adverse Information

Company shall provide City two copies (one to the City Manager, one to the City Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating in any way to Company's performance of services pursuant to this Agreement, submitted by Company to, or received by Company from, the United States, California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, state or local agency, including any federal or state court. Copies shall be submitted to City within 30 days of receipt by Company, or sooner if reasonably apparent that to do so is materially relevant and any responses by Company shall be submitted to City simultaneously with Company's filing or submission of such matters with these agencies. Company's routine correspondence to these agencies need not be routinely submitted to City, but shall be made available to City promptly upon City's written request.

8.5 Right to Inspect Records

City shall have the right to inspect or review the specific documents or records required pursuant to this Agreement, or any other similar records or reports of Company or its Affiliates that City shall reasonably deem necessary to evaluate annual reports, rate adjustments applications provided for in this Agreement and Company's performance provided for in this Agreement. Company shall make all records and documents to be reviewed and inspected by City as a part of any audit or other record review conducted by City, available for City's review, inspection and copying within 24 hours of receiving written notice from City requesting the same.

8.6 Failure to Report

The refusal or failure of Company to file any required reports, or to provide required information to City within five days of demand to do so by City, or the inclusion of any materially false or misleading statement or representation by Company in such report shall be deemed a material breach of this Agreement as described in Section 11.1 and shall subject Company to all remedies which are available to the City under this Agreement or otherwise.

ARTICLE 9
INDEMNIFICATION, INSURANCE, BOND

9.1 Indemnification

Company hereby agrees to and shall indemnify and hold harmless City, its public officials, officers, employees, consultants, agents, volunteers and independent contractors serving in the role of City officials (collectively, "Indemnitees") from and against any and all loss, liability, penalty, damage, costs and fees (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals as well as all court or other dispute resolution costs, and costs of exhibits, reports and other similar defense expenses), forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) the negligence, willful misconduct or intentional acts or omissions of Company, its officers, employees, agents, representatives, contractors, subcontractors and/or Affiliates in performing services under this Agreement, including with respect to the collection by City of delinquent accounts on the Tax Roll turned over by Company to City for collection; (2) the failure of Company, its officers, employees, agents, representatives, contractors and/or subcontractors to comply in all respects with the provisions of this Agreement, Applicable Laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; and (3) the acts of Company, its officers, employees, agents, representatives, contractors, subcontractors and/or Affiliates in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws). Company further agrees to and shall, upon demand of City, at Company's sole cost and expense, defend (with attorneys acceptable to City) the Indemnitees against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time Company elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by Company.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9.2 Hazardous Substances Indemnification

A. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Company specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold harmless the Indemnitees from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Company from and after the Effective Date that:

1. Results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or

2. Relates to material Collected, transported, recycled, processed, treated or disposed of by Company.

B. Company's obligations pursuant to this section shall apply, without limitation, to:

3. Any Claims brought pursuant to or based on the provisions of any Environmental Law;

4. Any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of Company of any Facility;

5. Any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, Disposal, processing or use of any materials recovered by Company; and

6. Any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

B. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Company or any Affiliate. However, Company assumes no liability whatsoever for acts or omissions of City that precede the Effective Date of this Agreement.

C. For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Substance, any Hazardous Waste, any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9.3 Indemnification for Failure to Meet Diversion Requirements; Guarantee

A. To the extent authorized by law, Company agrees to indemnify and hold harmless City from and against all fines and/or penalties imposed by the CalRecycle in the event the waste diversion or disposal reduction goals or any other requirements of the Act are not met by City.

B. Company warrants and represents that it is familiar with City's waste characterization study as set forth in City's Source Recovery and Recycling Element (SRRE), and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for Diversion, and any other requirements) set forth in the Act.

C. Subject to the provisions of Section 40059.1 of the Public Resources Code, Company agrees to protect and defend Indemnitees with counsel selected by Company and approved by City, to pay all costs and fees (including, without limitation, fees and charges of engineers, architects, attorneys and other professionals, and costs of exhibits, reports and other similar defense expenses) and to indemnify and hold Indemnitees harmless from and against all fines or penalties imposed by the CalRecycle if the Diversion goals specified in California Public Resources Code Section 41780 are not met by the City with respect to the Solid Waste and Recyclable Materials Collected by Company and if the lack in meeting such goals are attributable to the failure of the Company to implement and operate the Recycling or Diversion programs or undertake the related activities required by this Agreement.

9.4 Insurance

Company shall procure and maintain during the entire Term the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Company's performance hereunder or the actions or inactions of any of Company's officers, agents, representatives, employees, contractors or subcontractors in connection with Company's performance. The insurance requirements hereunder in no way limit Company's various defense and indemnification obligations, or any other obligations as set forth herein.

9.4.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).

2. The most recent editions of Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25.

3. Hazardous Waste and Environmental Impairment Liability: $3,000,000 limit aggregate.

4. Workers' Compensation insurance as required by the Labor Code of the State and Employer's Liability insurance.

9.4.2 Minimum Limits of Insurance. Company shall maintain in force for the Term limits no less than:

1. Comprehensive General Liability: $10,000,000 limit aggregate and $5,000,000 limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: $5,000,000 limit aggregate and $5,000,000 limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State and Employer's Liability limits of $1,000,000 per accident.

9.4.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officials, employees and agents; or Company shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9.4.4 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a) City, its elective and appointive boards, commissions, officials, employees, agents, and volunteers are to be named as additional insured's as respects: liability arising out of activities performed by or on behalf of Company; products and completed operations of Company; Premises owned, leased or used by Company; or vehicles owned, leased, hired or borrowed by Company. The coverage shall contain no special limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, agents or volunteers.

b) Company's insurance coverage shall be primary insurance as respects City, its elective and appointive boards, commissions, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards, commissions, employees, agents or volunteers shall be excess of Company's insurance and shall not contribute with it.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, elective and appointive boards, commissions, employees, agents or volunteers.

a) Coverage shall state that Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against City, its officials, elective and appointive boards, commissions, employees, agents and, volunteers for losses arising from work performed by Company for City.

4. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled , reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

9.4.5 Acceptability of Insurers. The insurance policies required by this section shall be issued by an insurance company or companies authorized to do business in the State and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

9.4.6 Verification of Coverage. Company shall furnish City with certificates of insurance and with original endorsements affecting coverage required hereunder. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

9.4.7 Contractors and Subcontractors. Company shall include all contractors and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein.

9.4.8 Required Endorsements

1. The Workers' Compensation policy shall contain an endorsement in substantially the following form:

> "Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to City in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220"

The Comprehensive General Liability policy shall contain endorsements in substantially the following form:

a) "Thirty (30) days prior written notice shall be given to City in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220"

b) "City, its public officials, officers, employees, consultants, agents, volunteers and independent contractors serving in the role of City officials are additional insured's on this policy."

c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

d) "Inclusion of City as an insured shall not affect City's rights as respects any claim, demand, suit or judgment brought or recovered against Company. This policy shall protect Company and City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase Company's liability as set forth in the policy beyond the amount shown or to which Company would have been liable if only one party had been named as an insured."

9.4.9 Delivery of Proof of Coverage. Simultaneously with the execution of this Agreement, Company shall furnish City certificates of each policy of insurance required hereunder, in form and substance satisfactory to City. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements. If City requests, copies of each policy, together with all endorsements, shall also be promptly delivered to City.

Renewal certificates will be furnished periodically to City to demonstrate maintenance of the required coverage throughout the Term.

9.4.10 Other Insurance Requirements

1. In the event any services are delegated to another company or subcontractor, Company shall require and cause such company or subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the company's or subcontractor's employees engaged in the work in accordance with this Section 9.4. The liability insurance required by this Section 9.4 shall cover all companies or subcontractors or the company or subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 9.4.

2. Company shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Company from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third Person against Company or any company or subcontractor on account of any occurrence related to this Agreement, Company shall promptly report the facts in writing to the insurance carrier and to City.

3. If Company fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Company's expense, such insurance as it may deem proper. Company shall reimburse City the full cost of City of obtaining such insurance, within 30 days of a written invoice requesting payment.

9.5 Faithful Performance Bond

Concurrently with execution of this Agreement, Company shall deliver to City a performance bond in the amount of $250,000, substantially in the form attached hereto as Exhibit 2, which secures the faithful performance of this Agreement, including, without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement, unless such requirement is waived by the City Manager. The performance bond shall be executed by a surety company licensed to do business in the State, having an A:VII or better rating, and approved by the City; and included on the list of surety companies approved by the Treasurer of the United States. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his or her power of attorney. The bond shall be unconditional and remain in force during the entire Term, and during the continuation period after the Term as provided in Section 9.7.

9.6 Forfeiture of Performance Bond

In the event Company shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or the entire performance bond forfeited to the City. Upon partial or full forfeiture of the performance bond, Company shall restore the performance bond to its face amount within 30 days of the City's declaration. Failure to restore the performance bond to its full amount within 30 days shall be a material breach of this Agreement.

9.7 Performance Security beyond Service Term

Some Agreement requirements extend beyond the Term and other requirements, such as Diversion rates per Sections 4.3.6 and 4.3.7, will not be substantiated until after the final service date. Therefore, Company shall not terminate the performance bond and will renew it annually to ensure continuous availability to City, until the earlier of (1) receiving a written release from City, or (2) the expiration of 12 months after the Term. Any performance bond will automatically expire at the end of 36 months after the end of the Term. Permission from City to discontinue holding these performance securities does not relieve Company of payments to City that may be due, or may become due.

9.8 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees, agents, or subcontractors of Company to City property shall be promptly repaired or replaced at Company's expense.

ARTICLE 10
CITY'S RIGHT TO PERFORM SERVICE

10.1 General

A. In the event that Company, for any reason whatsoever, fails, refuses or is unable to Collect, Recycle, process, transport or dispose of any or all Solid Waste or Recyclable Materials as required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than 48 hours (seven consecutive days if performance is excused pursuant to Section 11.4), and if, as a result thereof, Solid Waste should accumulate in the Service Area to such an extent, in such a manner, or for such a time that such accumulation creates an imminent and substantial threat to the public health, safety or welfare, then City shall have the right, but not the obligation, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Company; and/or (2) to take possession of any or all of Company's land, equipment and other property used or useful in the Collection, transfer, transportation, Recycling, processing and Disposal of Solid Waste and Recyclable Materials, and to use such property to Collect, transfer, transport, recycle, process and Dispose of any Solid Waste and Recyclable Materials generated within the Service Area which Company would otherwise be obligated to Collect, transfer, transport, recycle, and properly dispose of or process pursuant to this Agreement.

B. Notice of City's determination to effect its rights under this Section may be given orally by telephone to Company at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Company within 24 hours of the oral notification.

C. Company further agrees that in such event:

1. It will take direction from City to effect the transfer of possession of equipment and property to City for City's use, or for use by any Person or entity designated by the City.

2. It will, if City so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain this property in operational condition.

D. City may immediately engage all or any personnel necessary or useful for the Collection, transfer, transportation, Recycling, processing and Disposal of Solid Waste and Recyclable Materials, including, if City so desires, employees previously or then employed by Company. Company further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Company whose services are necessary or useful for Solid Waste and Recyclable Materials Collection, transfer, transportation, Recycling, processing and Disposal operations and for the Billing and Collection of fees for these services.

E. City agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

F. If the interruption or discontinuance in service is caused by any of the reasons listed in Section 11.4, City shall pay to Company the reasonable rental value of the equipment and facilities, possession of which is taken by City, for the period of City's possession, if any, which extends beyond the period of time for which Company has rendered Bills in advance of service, for the class of service involved.

10.2 Billing and Compensation to City during City's Possession

During such time that City is providing Solid Waste and Recyclable Materials Handling Services, as above provided, City shall bill and collect payment from all users of the above-mentioned services as described in Section 5.1, retaining all amounts collected. Company further agrees that, in such event, it shall reimburse City for any and all costs and expenses incurred by City beyond that billed and received by City in taking over possession of the above-mentioned equipment and property for Solid Waste and Recyclable Materials service in such manner and to an extent as would otherwise be required of Company under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Company of each statement listing such costs and expenses, but in no event later than five Business Days from and after each such submission.

10.3 City's Right to Relinquish Possession

It is further mutually agreed that City may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Company and thereupon demand that Company resume the Solid Waste and Recyclable Materials Handling Services as provided in this Agreement, whereupon Company shall be bound to resume the same.

10.4 City's Possession not a Taking

The Parties agree that City's exercise of its rights under this Article does not constitute a taking of private property for which compensation must be paid.

10.5 Duration of City's Possession

City's right pursuant to this Article to retain temporary possession of Company's facilities and equipment, and to render Collection services, shall terminate when City determines that such services can be resumed by Company, or when City no longer reasonably requires such property or equipment or 90 days from taking possession, whichever occurs first. In any case, City has no obligation to maintain possession of Company's property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Company.

ARTICLE 11
DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

11.1 Events of Default

A. Each of the following shall constitute an event of default:

1. **Fraud or Deceit or Misrepresentation.** If Company engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City.

2. **Insolvency or Bankruptcy.** If Company becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets and this result in a suspension of service creating an imminent and substantial threat to public health and safety.

3. **Failure to Maintain Coverage.** If Company fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage required by this Agreement; or if Company fails to provide or maintain in full force and effect the faithful performance bond required by Sections 9.5 and 9.6 of this Agreement.

4. **Violations of Regulation.** If Company violates any orders or filings of any regulatory body having jurisdiction over Company relative to this Agreement, provided that Company may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision after exhaustion of all appeals adverse to the Company is entered.

5. **Failure to Perform.** Subject to events of Force Majeure, including earthquakes, floods and fires, if Company ceases to provide all or a portion of the Collection, processing or Recycling services, or any other Solid Waste and Recyclable Materials Handling Services as required under this Agreement for a period of two consecutive days or more, for any reason within the control of Company, including labor disputes.

6. **Failure to Pay.** If Company fails to make any payments required under this Agreement.

7. **Failure to Cooperate with Audits.** Failure to complete, perform or cooperate with any audit as described by this Agreement.

8. **Failure to Submit Reports or Documentation.** Failure to complete or to provide required reports or documents to City as required by this Agreement, and/or refuses to provide City, within ten days of the demand, with required information, reports, and/or records in a timely manner.

9. **Acts or Omissions.** Any act or omission by Company relative to the services provided under this Agreement which violates the material terms, conditions, or requirements of this Agreement, the Act, or any Applicable Law. Any failure to correct or remedy any such violation within the time set in the written notice of the violation or, if Company cannot reasonably correct or remedy the breach within the time set forth in such notice, if Company should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

10. **False or Misleading Statements.** Any representation or disclosure made to City by Company in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

11. **Attachment.** The seizure of, attachment of, or levy on, the operating equipment of Company, including, without limits, its equipment, maintenance or office facilities, or any part thereof.

12. **Suspension or Termination of Service.** Any termination or suspension of the transaction of business by Company, including, without limitation, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than two consecutive days.

13. **Failure to Provide Assurance of Performance.** If Company fails to provide reasonable assurances of performance as required under Section 11.6.

B. Company shall have three Business Days from the time it is given notification by City to cure any default arising under subsections 3, 5, 6, 7, 8, 9, 11, 12 and 13 above. Company acknowledges that it is not entitled to receive notice of default, or to cure such default, with respect to those matters listed in subsections 1, 2, 4, and 10 above.

11.2 Right to Terminate Upon Default

If Company commits a material breach, including specifically any of the matters listed in subsections 1 through 13 of Section 11.1.A above (and, if permitted to cure, does not cure it

within three Business Days), City shall be entitled to unilaterally terminate this Agreement or impose other such sanctions (which may include financial sanctions, temporary suspensions or any other conditions it deems appropriate short of termination) as it shall deem proper. Should City decide to terminate this Agreement upon a default by Company, City shall have the right to do so upon giving ten days' notice to Company and shall not be required to take any further action (such as holding any hearing, bringing any suit or taking any other action).

City's rights to terminate this Agreement and to exercise its rights under Article 10 are not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. Instead, such remedies shall be in addition to any and all other legal and equitable rights and remedies which City may have.

By virtue of the nature of this Agreement, the urgency of timely continuous and high-quality service, the time required to effect alternative service, and the rights granted by City to Company, the remedy of damages for a breach hereof by Company is inadequate and City shall be entitled to seek injunctive relief and/or specific performance of any breach of this Agreement.

11.3 Liquidated Damages

A. **General.**

City finds, and Company agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Company of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.**

1. The Parties further acknowledge that consistent, reliable Solid Waste and Recyclable Materials Handling Service is of utmost importance to City and that City has considered and relied on Company's representations as to its quality of service commitment in entering this Agreement with it. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Company fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents and

businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default under this Article 11, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Company Initial Here _____ City Initial Here _____

2. Company agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

a) Collection Reliability

1) For each failure, which exceeds ten such failures annually, to Collect Solid Waste from any established Customer account on the scheduled Collection day and not Collected within the period described in this Agreement: $150.00

2) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer on two consecutive scheduled pickup days: $150.00

b) Collection Quality

1) For each failure to deliver a Roll-off Box or temporary Bin within two Business Days of a Customer's request: $150.00

c) Customer Responsiveness

1) For each failure to process Customer complaints to City as required by Article 5, which exceed a cumulative total for all Customers of five such days annually: $250.00

d) Accuracy of Billing

1) Each Customer invoice that is not prepared in accordance with the Rate Schedule, in excess of ten such invoices annually: $25.00 per invoice not to exceed $1,00 per Billing run.

City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints.

Prior to assessing liquidated damages, City shall give Company notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Company may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Company may, within ten days after receiving the notice, request a meeting with the City Manager. Company may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City Manager will provide Company with a written explanation of his determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the City Manager shall be final.

C. **Amount.** City may assess liquidated damages for each calendar day or event, as appropriate, that Company is determined to be liable in accordance with this Agreement.

D. **Timing of Payment.** Company shall pay any liquidated damages assessed by City within 14 calendar days after they are assessed. If they are not paid within the 14-day period, City may proceed against the performance bond required by the Agreement or find Company in default and terminate this Agreement pursuant to Section 11.2, or both.

11.4 Excuse from Performance

The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. Labor unrest, including, but not limited to, strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Company's employees or directed at Company and lasting for a period of more than 48 hours is not an excuse from performance and Company shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events . The Party claiming excuse from performance shall, within two days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this section.

The interruption or discontinuance of Company's services caused by one or more of the events excused shall not constitute a default by Company under this Agreement. Notwithstanding the foregoing, however, if Company is excused from performing its obligations hereunder for any of the causes listed in this section for a period of seven consecutive days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten days' notice. City's rights to terminate this Agreement is not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. Instead, such remedy shall be in addition to any and all other legal and equitable rights and remedies which City may have.

11.5 Notice, Hearing and Appeal of City Breach

A. Administrative Hearing. Should Company contend that City is in breach of any aspect of this Agreement, it shall give notice to the City Manager requesting an administrative hearing on the allegation. A hearing officer shall be appointed by the City Manager, and the

hearing shall occur as soon as reasonably possible, or on such date as mutually agreed by the City Manager and Company. The hearing officer shall make an advisory ruling on Company's allegations, and suggest a remedy if a breach by City is determined to exist. The hearing officer's ruling and recommendations shall become final and binding if the Parties so agree in writing within 30 days of the date notice of the decision is given to both Parties. Otherwise, the hearing officer's ruling shall have no further force or effect.

B. Other Remedies; Claims. Company shall be entitled to all available remedies in law or equity for City's breach of this Agreement; provided, however, Company shall not file or otherwise commence any action against City, in law or equity, in any court, until after an administrative hearing as set forth above has been completed, and the above noted 30-day period to accept the hearing officer's decision has passed, or either City or Company has given timely written notice to the other that it will not accept the hearing officer's decision.

C. Actions for Damages. As a prerequisite to the filing and maintenance of any action for damages by Company against City arising out of this Agreement, Company shall present a claim to City, as required by Government Code Section 910 et seq., within 30 days of the date of the occurrence giving rise to the claim for damages.

11.6 Assurance of Performance

City may, at its option and in addition to all other remedies it may have, demand from Company reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Company fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default.

ARTICLE 12
OTHER AGREEMENTS OF THE PARTIES

12.1 Relationship of Parties

The Parties intend that Company shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer, agent, or employee of City or as a partner of or joint venture with City. No employee or agent of Company shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Company shall have the exclusive control over the manner and means of conducting the Solid Waste and Recyclable Materials Handling Services performed under this Agreement, and all Persons performing such services. Company shall be solely responsible for the acts and omissions of its officers, employees, Affiliates, contractors, subcontractors and agents. Neither Company nor its officers, employees, Affiliates, contractors, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City, and Company waives any claim it may have or acquire to such benefits.

12.2 Compliance with Law

In providing the services required under this Agreement, Company shall at all times, at its sole cost, comply with all Applicable Law, including but not limited to the payment of prevailing wages, if applicable.

12.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State.

12.4 Jurisdiction

A. Except for those matters where federal courts have exclusive jurisdiction, any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State, which shall have exclusive jurisdiction over such lawsuits.

B. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Los Angeles County, South Central Judicial District.

12.5 Assignment

Except as may be provided for in Article 10, Company shall not assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement (collectively referred to as an "assignment") to any other Person without the prior written consent of City. Any such assignment made without the consent of City shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this section the term "assignment" shall be given the broadest possible interpretation, and shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Company's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Company to a third party provided such sale, exchange or transfer may result in a change of control of Company; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Company; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Company of any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Company's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Company.

Company acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Company to perform the services specified herein

based on (i) Company's experience, skill and reputation for conducting its Solid Waste and Recyclable Materials Handling Services in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste and Recyclable Materials management practices, and (ii) Company's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Company to perform the services to be rendered by Company under this Agreement.

If Company requests City's consideration of and consent to an assignment, City may deny or approve such request in its sole and absolute discretion. Any request for an assignment shall be made in a manner to be prescribed by the City Manager, and no request by Company for consent to an assignment need be considered by City unless and until Company has met (or with respect to matters that would only occur upon completion of the assignment if approved, made reasonable assurances that it will meet) the following requirements:

a) Company shall undertake to pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment. An advance payment of $50,000 towards expenses shall be paid to City prior to City consideration of any assignment request and Company shall be responsible to pay all costs incurred by City in considering a request for assignment, including those in excess of this deposit amount, regardless of whether City consents to the assignment.

b) Company shall pay the City a transfer fee equal to one percent of the Gross Revenues it, or its assignee, will receive during the remaining Term, as estimated by City.

c) Company shall furnish City with audited financial statements for the proposed assignee's operations for the immediately preceding three operating years.

d) A proforma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such proforma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Company's operations.

e) Company shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten years of Solid Waste and Recyclable Materials management experience on a scale equal to or exceeding the scale of operations conducted by Company under this Agreement; (ii) that in the last five years, the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its Solid Waste and Recyclable Materials management operations due to any significant failure to comply with state, federal or local Environmental Laws and that the assignee has provided City with a complete list of any such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste and Recyclable Materials Handling Services in accordance with sound Solid Waste and Recyclable Materials management practices in full compliance with all federal, state and local laws regulating the collection and disposal of Solid

Waste and Recyclable Materials including Hazardous Substances and Hazardous Waste; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall City be obliged to consider any proposed assignment by Company if Company is in default at any time during the period of consideration. Should City consent to any assignment request, such assignment shall not take effect until all conditions relating to City's approval have been met. In the event of any permitted assignment, the assignee shall fully assume all the liabilities of the Company.

12.6 Contracting or Subcontracting

Company shall not engage any contractors or subcontractors for Collection, transfer, processing, Recycling or Disposal of Solid Waste or Recyclable Materials, without the prior consent of City.

12.7 Binding on Assigns

The provisions of this Agreement shall inure to the benefit to and be binding on the permitted assigns (if any) of the Parties.

12.8 Cooperation in Preparation for Termination or Expiration of Contract

A. Prior to, and at, the end of the Term or in the event this Agreement is terminated for cause prior to the end of the Term, Company shall cooperate fully with City and any subsequent Solid Waste enterprise it designates to assure a smooth transition of Solid Waste and Recyclable Materials Handling Services. Company's cooperation shall include, but not be limited to, providing route lists, Billing information and other operating records needed to service all Premises covered by this Agreement. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

B. Company shall provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Company shall be responsible for coordinating transfer immediately after Company's final pickups, so as not to disrupt service. Company shall provide City with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (number and size of Containers and pickup days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Company shall provide means of access to the new service provider at least one full Business Day prior to the first day of Collection by another party and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

12.9 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties to it and their representatives, successors and permitted assigns.

12.10 Waiver

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either Party of any moneys which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

12.11 Company's Investigation

Company has made an independent investigation (satisfactory to Company) of the conditions and circumstances surrounding this Agreement and the work to be performed by it.

12.12 Notice

A. Unless otherwise specified in this Agreement, all notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City:

City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

If to Company:

General Manager
Consolidated Disposal Service
14905 South San Pedro Street
Gardena, CA 90248

City will endeavor to also send a courtesy copy of such communications to:

Market Area Vice President
Consolidated Disposal Service
9200 Glenoaks Boulevard
Sun Valley, CA 91352

B. The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this section.

C. Notice shall be deemed given on the day it is personally delivered or, if mailed, three days from the date it is deposited in the mail.

12.13 City Free to Negotiate with Third Parties

City may investigate all options for the Collection, transferring, transporting, Recycling, processing and Disposal of Solid Waste and Recyclable Materials for periods during which this Agreement has expired or been terminated. Without limiting the generality of the foregoing, City may solicit proposals from Company and from third parties for the provision of Solid Waste and Recyclable Materials Handling Services which are the subject of this Agreement, including without limitation Collection services, Disposal services, Recycling services, Green Waste services and processing, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination of this Agreement.

12.14 Privacy

Company shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Company from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by the Act. This provision shall not apply to reports or records provided to City pursuant to this Agreement.

12.15 Public Records; Exempt Information

Company is obligated to permit City inspection of its records which are applicable to this Agreement on demand and to provide copies to City where requested. All documents that are provided to City will be subject to disclosure if requested by a member of the public pursuant to the Public Records Act (Government Code Section 6250 et seq.). There are a very limited number of narrow exemptions to this disclosure requirement. If Company believes the copies it provides to City are exempt from disclosure under the Public Records Act, Company must mark the portions considered as such and state the specific provisions of the Public Records Act that provides the exemption as well as the factual basis for claiming the exemption. City, if it concurs with Company's conclusion, will endeavor to maintain the confidentiality of documents so marked but will not guarantee to do so. If the City chooses to withhold records from disclosure at the Company's request and an action is brought against the City to force disclosure, the Company shall pay all attorney's fees and litigation costs associated with defending that action, including without limitation, City's and the prevailing plaintiff's attorney's fees and litigation costs.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 Entire Agreement

This Agreement contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals, and agreements between the Parties, whether written or oral. The Parties acknowledge this document has been executed with the consent and upon the advice of counsel. Each of the Parties acknowledges that no Party or agent or attorney of any other Party has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other Party to execute this instrument.

13.2 Section Headings

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

13.3 References to Laws and Other Agreements

All references in this Agreement to laws or regulations shall be understood to include such laws or regulations as they may be subsequently amended or recodified, unless otherwise specifically provided.

13.4 Interpretation

This Agreement, including the exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

Where used in this Agreement, “shall” is mandatory and “may” is permissive.

13.5 Agreement

This Agreement may not be modified or amended in any respect except by a writing signed by the Parties.

13.6 Severability

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

13.7 Exhibits

Each of Exhibits identified as Exhibits 1 through 7 is attached hereto and incorporated herein and made a part hereof by this reference.

13.8 Attorney's Fees

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover its reasonable attorney's fees and costs. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, City and Company have executed this Agreement as of the day and year first above written.

[signatures begin on next page]

CITY OF COMPTON,
A municipal corporation and Charter City

By: _____
City Manager

COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

_____
NAME OF COMPANY

_____

_____
ADDRESS

_____
TELEPHONE

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT 1

MONTHLY RATES			
2 Cubic Yard - Multi-Family & Commercial	**7/1/2018**	**7/1/2019***	**8/1/2019****
2 cyd 1 X per week	$148.71	$171.15	$173.38
2 cyd 2 X per week	$217.79	$250.65	$253.92
2 cyd 3 X per week	$271.06	$311.96	$316.03
2 cyd 4 X per week	$336.92	$387.76	$392.82
2 cyd 5 X per week	$387.14	$445.56	$451.37
2 cyd 6 X per week	$455.83	$524.61	$531.45
3 Cubic Yard - Multi-Family & Commercial			
3 cyd 1 X per week	$180.05	$207.22	$209.92
3 cyd 2 X per week	$261.68	$301.17	$305.09
3 cyd 3 X per week	$336.97	$387.82	$392.82
3 cyd 4 X per week	$405.97	$467.23	$473.32
3 cyd 5 X per week	$468.70	$539.43	$546.46
3 cyd 6 X per week	$547.16	$629.73	$637.93
4 Cubic Yard - Multi-Family & Commercial			
4 cyd 1 X per week	$223.00	$256.65	$260.00
4 cyd 2 X per week	$310.87	$357.78	$362.44
4 cyd 3 X per week	$401.86	$462.50	$468.53
4 cyd 4 X per week	$477.19	$549.20	$556.36
4 cyd 5 X per week	$552.43	$635.79	$644.08
4 cyd 6 X per week	$703.74	$809.93	$820.49

MONTHLY RATES			
6 Cubic Yard - Multi-Family & Commercial	**7/1/2018**	**7/1/2019***	**8/1/2019****
6 cyd 1 X per week	$295.19	$339.73	$344.16
6 cyd 2 X per week	$412.32	$474.54	$480.72
6 cyd 3 X per week	$514.78	$592.46	$600.18
6 cyd 4 X per week	$615.21	$708.05	$717.27
6 cyd 5 X per week	$712.48	$819.99	$830.68
6 cyd 6 X per week	$837.99	$964.44	$977.01
96 Gallon - Commercial			
96 Gallon 1X per week	$37.63	$43.31	$43.87
96 Gallon 2X per week	$47.07	$54.17	$54.88
96 Gallon 3X per week	$69.00	$79.41	$80.45
96 Gallon 4X per week	$87.60	$100.82	$102.13
96 Gallon 5X per week	$106.64	$122.73	$124.33
96 Gallon 6X per week	$116.07	$133.58	$135.33
Other / Roll-Offs Multi-Family & Commercial			
Tilt Hoppers per pick up	$86.95	$100.07	$101.38
2 & 3 cyd extra pick up	$52.52	$60.45	$61.23
4 & 6 cyd extra pick up	$56.02	$64.47	$65.31
Locking Lids 1 X per week	$8.74	$10.06	$10.19
Locking Lids 2 X per week	$14.02	$16.14	$16.35
Locking Lids 3X per week	$19.26	$22.17	$22.46

*** Future Automatic Rate Increases Effective on July 1, 2020, July 1, 2021, and July 1, 2022.** All of the rates will be increased automatically on July 1, 2020, July 1, 2021, and July 1, 2022. Each rate increase shall be an amount that is equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services, Series ID #CUSR0000SEHG for the twelve month period ending in April prior to the July 1 rate increase date, but not to exceed 3.5% in any year.
** Rate increase will take effect on 8/1 or 9/1, depending on when Company commences billing.

MONTHLY RATES

Other / Roll-Offs - Multi-Family & Commercial	7/1/2018	7/1/2019*	8/1/2019**
Locking Lids 4X per week	$24.50	$28.20	$28.56
Locking Lids 5X per week	$29.77	$34.26	$34.71
Locking Lids 6X per week	$35.01	$40.29	$40.82
Scout/push service	$21.00	$24.17	$24.48
10 - 40 cyd roll-off	$355.77	$409.46	$414.79
Plus tonnage per ton	$78.21	$90.01	$91.19
20 Yard green waste (3 ton limit)	$265.72	$305.82	$309.80
40 Yard green waste (6 ton limit)	$460.60	$530.10	$537.01
Multi-Family With Cart Service and Single-Family* **			
3 carts	$23.32****	24.37****	Not applicable (N/A)
Additional 64 gal. recycling	$8.74	$9.13	N/A
Additional 64 gal. green waste	$10.51	$10.98	N/A
Additional 95 gal. trash	$17.50	$18.29	N/A
Go back fee per occurrence	$10.51	$10.98	N/A
Extra pick up	$13.12	$13.71	N/A
Temporary party rental per occasion	$26.28	$27.46	N/A

SINGLE-FAMILY, MULTI-FAMILY, & COMMERCIAL OPTIONAL/TEMPORARY SERVICES RATES

Temporary Roll-Off Services	7/1/2018	7/1/2019*	8/1/2019**
10-40 cyd temporary roll-off (5 ton limit)	$640.65	$669.48	$679.09
Overweight per ton	$78.21	$81.73	$82.90
Temporary Bin Services			
Temporary 4 yard bin	$183.18	$191.42	$194.17
4 yard temporary extra per pick up	$56.02	$58.54	$59.38
Bulky Items			
Additional bulk single pick up (per item in excess of six items)	$7.01	$7.33	N/A
Additional bulk up to six items (each occurrence beyond once per quarter)	$28.00	$29.26	N/A
Contamination Fee			
Contaminated recycling or organic bin per occurrence	N/A	$35.00	N/A

CITY ICMS RATES

	7/1/18	7/1/19*	
ICMS rate per pull-roll-off box	$222.02	$258.85	N/A
ICMS rate per pull-street sweeping	$297.35	$346.68	N/A
ICMS tonnage charge per ton	$56.26	$65.59	N/A

* **Future Automatic Rate Increases Effective on July 1, 2020, July 1, 2021, and July 1, 2022.** All of the rates will be increased automatically on July 1, 2020, July 1, 2021, and July 1, 2022. Each rate increase shall be an amount that is equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services, Series ID #CUSR0000SEHG for the twelve month period ending in April prior to the July 1 rate increase date, but not to exceed 3.5% in any year.
** Rate increase will take effect on 8/1 or 9/1, depending on when Company commences billing.
*** A single-family dwelling is a dwelling unit in a building or lot containing three or less units.
**** The rates are per dwelling unit.

EXHIBIT 2

COMPANY'S FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, a California _____, as PRINCIPAL, and _____, a Corporation organized and doing business by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to City, hereinafter called OBLIGEE, in the penal sum of two hundred fifty thousand dollars ($250,000) lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract ("Agreement"), entitled "AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES" with City, to do and perform the following work, to wit: Collect, Process and dispose of Solid Waste and Recyclable Materials generated within the Service Area of the City of Compton, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of the AGREEMENT FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES contract to be performed by said PRINCIPAL, as in the contract set forth, then this BOND shall be null and void; otherwise it will remain in full force and effect.

And the SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

In the event suit is brought by OBLIGEE to enforce the provisions of this bond, the SURETY will pay to OBLIGEE a reasonable attorney's fee, plus costs of suit, in an amount to be fixed by the court.

Capitalized terms used in this Faithful Performance Bond and not otherwise defined herein shall have the meaning assigned to them in the Agreement.

IN WITNESS WHEREOF, PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this ____ DAY OF _____, 20__.

_____	_____
a California Corporation	SURETY
By: _____	By: _____
Title: _____	Title: _____
	(ATTORNEY IN FACT)
By: _____	(SEAL)
Title: _____	
(PRINCIPAL)	
(SEAL)	

This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

EXHIBIT 3

ANNUAL DEBT SERVICE PAYMENT

Year	Total Debt Service Payment
2019	$129,520
2020	$128,880

EXHIBIT 4

RECYCLABLE MATERIALS

1. Newspapers (including inserts and coupons)
2. Glass jars and bottles
3. Cans (aluminum, bi-metal and tin cans)
4. Mixed paper (brown bags, cereal boxes, colored paper, computer paper, construction paper, cracker and cereal boxes, envelopes, junk mail, legal pad backings, paper egg cartons, shoe boxes, and white paper)
5. Telephone books
6. Magazines and catalogs
7. Corrugated cardboard
8. Chipboard
9. Aluminum foil and trays
10. Aerosol cans
11. Scrap metal
12. Plastic containers (1-7)
13. Plastic bags
14. Unpainted wood and lumber
15. Organic Waste

The foregoing list may be modified from time to time as City and Company shall mutually agree, in writing.

EXHIBIT 5

PARENT GUARANTY AGREEMENT

This Guaranty, made as of the date written below by Republic Services, Inc., a Delaware corporation ("Guarantor"), is to and for the benefit of the City of Compton ("City"), a municipal corporation of the State of California ("State"), relative to the City's approval of the Amended and Restated Agreement for Solid Waste and Recyclable Materials Handling Services ("Agreement") between City and Consolidated Disposal Service, LLC a Delaware limited liability company ("Contractor").

WITNESSETH:

WHEREAS, City and Contractor propose to enter into the Agreement, which Agreement is incorporated in this Guaranty by reference; and

WHEREAS, Contractor is a wholly owned subsidiary of Guarantor; and

WHEREAS, City has requested and Contractor has accepted that in connection with City's approval of the Agreement to Contractor ("Agreement"), Contractor shall provide a parent company guaranty for the benefit of City; and

WHEREAS, it is in the interest of Guarantor that City approve the Agreement, and that Contractor enter into the Agreement with the City; and

WHEREAS, City is willing to approve the Agreement only upon the condition that the Guarantor execute this Guaranty; and

WHEREAS, in the event Contractor fails to timely and fully perform its obligations, including the payment of moneys, pursuant to the Agreement, Guarantor is willing to guaranty Contractor's timely and full performance thereof; and

WHEREAS, it is a condition precedent to the City's obligations under the Agreement that the Guarantor provide and maintain this Guaranty.

NOW, THEREFORE, as an inducement to the City to approve the Agreement, Guarantor agrees as follows:

Capitalized terms used in this Guaranty and not otherwise defined in this Guaranty shall have the meaning assigned to them in the Agreement.

1. **Guaranty of Contractor's Performance Under Agreement.** Guarantor by this Guaranty directly, unconditionally, irrevocably, and absolutely guaranties the timely and full performance of Contractor's obligations under the Agreement in accordance with the terms and conditions contained therein or to cause that timely and full performance. Within 30 Calendar

Days of written request therefore by the City, Guarantor shall honor the Guaranty. Notwithstanding the unconditional nature of the Guarantor's payment obligations set forth in this Guaranty, the Guarantor may assert the defenses provided in the paragraph entitled Defenses under Section 8 of this Guaranty, against claims made under this Guaranty.

2. **Governing law; Consent to Jurisdiction; Service of Process.** This Guaranty is governed by the laws of the State of California. The Guarantor by this Guaranty agrees to the service of process in the State for any claim or controversy arising out of this Guaranty or relating to any breach. The Guarantor by this Guaranty agrees that the Superior Court of Los Angeles County, and to the extent permitted by law, the United States District Court for the Central District of California, shall have the exclusive jurisdiction of all suits, actions, and other proceedings involving itself and to which the City may be party for the adjudication of any claim or controversy arising out of this Guaranty or relating to any breach of this Guaranty, waives any objections that it might otherwise have to the venue of any Court for the trial of any suit, action, or proceeding, and consents to the service of process in any suit, action, or proceeding by prepaid registered mail, return receipt requested, to the address set forth in Section 20 hereof.

3. **Enforceability; No Agreement.** This Guaranty is binding upon and enforceable against Guarantor, its successors, assignees, and lawful representatives. It is for the benefit of the City, its successors and assignees. The Guarantor may not Assign or delegate the performance of this Guaranty without the prior written consent of City, which consent City may grant or deny in its sole or absolute discretion.

For purposes of this Guaranty "Assign" means:

(i) selling, exchanging or otherwise transferring effective control of management of the Guarantor (through sale, exchange or other transfer of outstanding stock or otherwise);

(ii) issuing new stock or selling, exchanging or otherwise transferring 50% or more of the then outstanding common stock of the Guarantor which results in a change of control of Guarantor;

(iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Guarantor;

(iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution, being levied against Guarantor, appointment of a receiver taking possession of any of Guarantor's tangible or intangible property; and

(v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any transfer or change of ownership or control of Guarantor.

For purposes of determining ownership, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here, shall apply.

4. **Guaranty Absolute and Unconditional.** The undertakings of Guarantor set forth in this Guaranty are absolute and unconditional, and the City is entitled to enforce any or all of those undertakings against Guarantor without being first required to enforce any remedies or to seek to compel the Contractor to perform its obligations under the Agreement or to seek, or obtain recourse against any other Party or Parties, including but not limited to the Contractor or any assignee of the Contractor, who are, or may be, liable therefore, in whole or in part, irrespective of any cause or state of facts whatever. Without limiting the generality of the foregoing, the Guarantor expressly agrees that its obligations under this Guaranty shall not be affected, limited, modified or impaired by any state of facts or the happening from time to time of an event, other than the payment of monetary obligations by the Contractor to City under the Agreement in accordance with the terms of the Agreement, including, without limitation, any of the following, each of which is by this Guaranty expressly waived as a defense to its liability under this Guaranty, except to the extent those defenses would be available to the Contractor and release, discharge or otherwise offset Contractor's obligations under the Agreement:

(a) the invalidity, irregularity, illegality or unenforceability, of any defect in or objections to the Agreement;

(b) any modification or amendment or compromise of or waiver of compliance with or consent to variation from any of the provisions of the Agreement by the Contractor;

(c) any release of any collateral or lien thereof, including, without limitation, any performance bond;

(d) any defense based upon the election of any remedies against the Guarantor of the Contractor, or both, including without limitation, any consequential loss by the Guarantor of its right to recover any deficiency, by way of subrogation or otherwise, from the Contractor or any other Person or entity;

(e) the recovery of any judgment against the Contractor to enforce any collateral or performance bond;

(f) the City or its assignees taking or omitting to take any of the actions which it or any of its assignees is required to take under the Agreement; any failure, omission or delay on the part of the City or its assignees to enforce, assert or exercise any right, power or remedy conferred on it or its assignees by the Agreement, except to the extent that failure, omission or delay gives rise to an applicable statute of limitations defense by the Contractor with respect to a specific obligation;

(g) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guaranty;

(h) the bankruptcy, insolvency, or similar proceeding involving or pertaining to the Contractor or the City, or any order or decree of a court, trustee or receiver in any proceeding;

(i) in addition to those circumstances described in item (h), any other circumstance which might otherwise constitute a legal or equitable discharge of Guarantor or limit the recourse of the City to the Guarantor;

(j) the existence or absence of any action to enforce the Agreement;

(k) subject to the provisions of Section 11.4 of the Agreement relating to excuse from performance, any present or future law or order of any government or of any agency thereof, purporting to reduce, amend or otherwise affect the Agreement or to vary any terms of payment or performance under the Agreement;

provided that, notwithstanding the foregoing, Guarantor shall not be required to pay any monetary obligation of Contractor to City from which Contractor would be discharged, released or otherwise excused under the provisions of the Agreement.

5. **Waivers.** Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under this Guaranty for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of Contractor; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against Contractor; or (4) any merger or consolidation of Contractor with any other corporation, or any sale, lease or transfer of any or all the assets of Contractor. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Sections 2846, 2849, and 2850 as may be amended from time to time, including without limitation, the right to require the City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. The City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or

more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to Contractor's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the City's approval.

The Guarantor hereby expressly waives, diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect if all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

6. **Agreements between City and Contractor; Waivers by City.** The Guarantor agrees that, without the necessity for any additional endorsement or Guaranty by or any reservation of rights against Guarantor and without any further assent by Guarantor, by mutual agreement between the City and Contractor, the City and Contractor may, from time to time:

(a) renew, modify, or compromise the liability of the Contractor for or upon any of the obligations by this Guaranty guarantied; or

(b) consent to any amendment or change of any terms of the Agreement; or

(c) accept, release, or surrender any security (including, without limitation, any performance bond), or

(d) grant any extensions or renewals of the obligations of the Contractor under the Agreement, and any other indulgence with respect thereto, and to effect any release, compromise or settlement with respect thereto,

all without releasing or discharging the liability of Guarantor under this Guaranty.

The Guarantor further agrees that the City or any of its assignees shall have and may exercise full power in its uncontrolled discretion, without in any way affecting the liability of the Guarantor under this Guaranty, to waive compliance with and any default of the Contractor under, the Agreement.

7. **Continuing Guaranty.** This Guaranty is a continuing Guaranty and shall continue to be effective or be reinstated, as applicable, if at any time any payment of any of the obligations under this Guaranty is rescinded or is otherwise required to be returned upon reorganization, insolvency or bankruptcy of the Contractor or Guarantor or otherwise, all as though payment had not been made.

8. **Defenses.** Notwithstanding any provision in this Guaranty to the contrary, the Guarantor may exercise or assert any and all legal or equitable rights, defenses, counter claims or affirmative defenses under the Agreement or Applicable Law which the Contractor could assert against any Party seeking to enforce the Agreement against the Contractor, and nothing in this Guaranty shall constitute a waiver thereof by the Guarantor.

9. **Payment of Costs of Enforcing Guaranty.** In addition to the amount guaranteed under this Guaranty, Guarantor agrees to pay all costs, expenses and fees, including all reasonable attorney's fees, which may be incurred by the City in enforcing this Guaranty following an Event of Default on the part of the Guarantor under this Guaranty, whether the same is enforced by suit or otherwise, including any action to determine the respective rights and obligations of the parties hereunder.

10. **Enforcement.** The terms of this Guaranty may be enforced as to any one or more breaches either separately or cumulatively.

11. **Remedies Cumulative.** No remedy in this Guaranty conferred upon or reserved to the City under this Guaranty is intended to be exclusive of any other available remedy or remedies, but each and every remedy is cumulative and is in addition to every other remedy given under the Guaranty and the Agreement or in this Guaranty after existing at law or in equity or by statute.

12. **No Waivers.** No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

13. **Severability.** The invalidity or unenforceability of any one or more phrases, sentences or clauses in this Guaranty contained shall not affect the validity or enforceability of the remaining portions of this Guaranty, or any part thereof.

14. **Amendments.** No amendment, change, modification or termination of this Guaranty is effective unless it is in writing and signed by the City and by Guarantor.

15. **Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.

16. **No Set-offs.**

By Guarantor. The obligation of Guarantor under this Guaranty shall not be affected by any set-off, counterclaim, recoupment, defense or other right that Guarantor may have against the City on account of any claim of the Guarantor against the City; provided that Guarantor reserves the right to bring independent claims or counter claims not arising from the Agreement against the City so long as any claims shall not be used to set-off or deduct from any claims which the City may have against the Guarantor arising from this Guaranty.

By Contractor. The obligation of Guarantor under this Guaranty is subject to any set-off, counterclaim, recoupment, defense or other right that the Contractor may assert pursuant to the Agreement, if any, but the obligation of Guarantor under this Guaranty shall not be subject to any set-off, counterclaim, recoupment, defense or other right that the Contractor may assert independently of and outside the Agreement.

17. **Warranties and Representations.** The Guarantor warrants and represents that as of date of execution of this Guaranty:

(a) The Guarantor has the power, authority and legal right to enter into this Guaranty and to perform its obligations and undertakings under this Guaranty, and the execution, delivery and performance of this Guaranty by the Guarantor (i) have been duly authorized by all necessary corporate and shareholder action on the part of the Guarantor, (ii) have the requisite approval of all federal, State and local governing bodies having jurisdiction or authority with respect thereto, (iii) do not violate any judgment, order, law or regulation applicable to the Guarantor, (iv) do not conflict with or constitute a default under any agreement or instrument to which the Guarantor is a party or by which the Guarantor or its assets may be bound or affected, and (v) do not violate any provision of the Guarantor's articles or certificate of incorporation or by-laws;

(b) This Guaranty has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms; and

(c) There are no pending or, to the knowledge of the Guarantor, threatened actions or proceedings before any court or administrative agency which would have a material adverse effect on the financial condition of the Guarantor, or the ability of the Guarantor to perform its obligations or undertakings under this Guaranty.

18. **No Merger; No Conveyance of Assets.** Guarantor agrees that during the term of this Guaranty in accordance with Section 15 Guarantor shall not consolidate with or merge into any other corporation where the shareholders of the Guarantor yield control of the Guarantor, or a majority interest in the Guarantor, to the newly formed corporation, or convey, transfer or lease all or substantially all of its properties and assets to any Person, firm, joint venture, corporation and other entity, unless the City consents thereto in accordance with Section 3 above.

19. **Counterparts.** This Guaranty may be executed in any number of counterparts, some of which may not bear the signatures of all Parties to this Guaranty. Each counterpart, when so executed and delivered, is deemed to be an original and all counterparts, taken together, shall constitute one and the same instrument; provided, however, that in pleading or proving this Guaranty, it shall not be necessary to produce more than one copy (or sets of copies) bearing the signature of the Guarantor.

20. **Notices.** All notices, instructions and other communications required or permitted to be given to or made upon any party to this Guaranty shall be in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City: City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

with a copy to the City Attorney at the same address.

To the Guarantor: Timothy Benter
Vice President and Deputy General Counsel
Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054

The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this Section. Notice shall be deemed given three days from the date it is deposited in the mail.

21. **Separate Suits.** Each and every payment default by Contractor under the Agreement shall give rise to a separate cause of action under this Guaranty, and separate suits may be brought under this Guaranty by the City or its assignees as each cause of action arises.

22. **Headings.** The Section headings appearing in this Guaranty are for convenience only and shall not govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Guaranty.

23. **Entire Agreement.** This Guaranty constitutes the entire agreement between the parties to this Guaranty with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any Person other than the Guarantor, the City and their permitted successors and Assigns under this Guaranty any rights or remedies under or by reason of this Guaranty.

24. **Personal Liability.** It is understood and agreed to by the City that nothing contained in this Guaranty shall create any obligation or right to look to any director, officer, employee or stockholder of the Guarantor (or any Affiliate thereof) for the satisfaction of any obligations

under this Guaranty, and no judgment, order or execution with respect to or in connection with this Guaranty is taken against any director, officer, employee or stockholder.

25. **Events of Default.** Each of the following shall constitute an Event of Default under this Guaranty:

(a) **Failure to Fulfill Payment of Guaranty.** Guarantor fails to fulfill full and timely payment of any payment obligation under this Guaranty, and the failure continues for five Calendar Days after notice provided in accordance with Section 20 of this Guaranty (hereunder defined as Notice) has been given to the Guarantor by the City;

(b) **Breach of Guaranty.** The Guarantor fails to observe and perform any covenant, condition or other obligation under this Guaranty, or engages in any acts prohibited under this Guaranty, other than any failures listed explicitly in this Section, and that failure continues for more than 30 Calendar Days after Notice has been given the Guarantor by the City;

(c) **Failure to Give Notice of Proposed Assignment.** The Guarantor fails to give City notice in accordance with Section 20 within ten Calendar Days of the first to occur of:

(i) Contractor or any Affiliate issuing a press release as to any proposed assignment (within the meaning of Section 3), or consolidation, merger, conveyance, transfer or lease described in paragraph (e) of this Section 25 or;

(ii) the filing with the Securities and Exchange Commission of a Form 8-K or other filing with respect to a memorandum of intent or an agreement and plan thereof.

(paragraphs (i) and (ii) together defined as Change Notice);

(d) **Consolidation, Merger; Conveyance of Assets.** The Guarantor consolidates, merges or conveys, transfers or leases assets in violation of Section 18 despite City action following Change Notice in preceding paragraph (c) withholding or denying City consent, and on or before 15 Calendar Days thereafter, does not provide City with a substitute Guarantor satisfactory to City;

(e) **Bankruptcy, Insolvency, Liquidation.** Guarantor files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, administrator (or similar official) of Guarantor for any substantial part of Guarantor's operating assets or any substantial part of Guarantor's property, or shall make any general assignment for the benefit of Guarantor's creditors, or shall fail generally to pay Guarantor's debts as they become due or shall take any action in furtherance of any of the foregoing.

A court having jurisdiction enters a decree or order for relief in respect of the Agreement, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Guarantor consents to or fails to oppose any proceeding, or any court enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Guarantor or for any substantial part of the Guarantor's operating equipment or assets, or orders the winding up or liquidation of the affairs of the Guarantor;

(f) **Breach of Representations or Warranties.** Any representation or warranty of Guarantor is untrue as of the date thereof; Guarantor knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, records, and reports under this Guaranty.

Upon any Event of Default the City may proceed first and directly against the Guarantor under Guaranty without proceeding against or exhausting any other remedies which it may have.

IN WITNESS WHEREOF Guarantor has executed this instrument the day and year first below written.

REPUBLIC SERVICES, INC.

By: _____

Name: _____

Title: _____

The undersigned, being the duly elected and qualified [Secretary] of Guarantor, hereby certifies that _____ is the duly elected and qualified _____ Guarantor and that the foregoing signature appearing above his or her name is his or her genuine signature.

REPUBLIC SERVICES, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of Arizona)
)
County of)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

ACKNOWLEDGMENT

State of Arizona)
)
County of)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

EXHIBIT 6

LIST OF CITY EQUIPMENT

CITY OWNED VEHICLES

TRUCK NUMBER	TRUCK TYPE	VIN #	PLATE	RETURNED TO CITY
#70 01 VOLVO WXR	Residential Sideloader	4V2EC6HE11N308005	1072243	Yes
#71 01 VOLVO WXR	Residential Sideloader	4V2EC6HE31N308006	1072244	Yes
#72 00 VOLVO WXR	Residential Sideloader	4V2EC2HE2YN254698	1064441	Yes
#73 01 VOLVO WXR	Residential Sideloader	4V2EC6HE51N308007	1064444	Yes
#74 01 VOLVO WXR	Residential Sideloader	4V2EC6HEX1N308004	1072241	Yes
#75 01 VOLVO WXR	Residential Sideloader	4V2EC6HE71N308008	1064442	Yes
#76 01 VOLVO WXR	Residential Sideloader	4V2EC6HE81N308003	1072242	Yes
#77 01 VOLVO WXR	Residential Sideloader	4V2EC6HE71N310969	1085765	Yes
#78 97 VOLVO WXR		4V5ECFPE0VR717857	1094914	Yes
#79 97 VOLVO WXR		4V5ECFPE4VR717862	1094915	Yes
#80 99 VOLVO WXR	Commercial Frontloader	4VMDCMHE4XN775144	1064443	Yes
#81 99 VOLVO WXR	Commercial Frontloader	4VMDCMHE5XN781325	1064440	Yes
#82 99VOLVO WXR	Commercial Frontloader	4VMDCMHE0XN775139	1085766	Yes
#83 99 VOLVO WXR	Commercial Frontloader	4VMDCMHE7XN781326	1085767	Yes
#84 99 VOLVO WXR	Rolloff	4VMDCMHE8XN781089	1072277	No
#85 99 VOLVO WXR	Rolloff	4VMDCMHE5XN792311	1072283	Yes
#88 99 VOLVO WXR	Rolloff	4VMDCMHE7XN792312	1072276	Yes
#63 00 GMC 6500	Lift Gate	1GDJ6H1C3YJ526974	1085928	Yes
#67 00 GMC 3500	Mechanic service vehicle	1GBCG34R6YF464570	1086026	Yes
#S1 01 S 10	Chevy S-10	1GCCS145418155933	1086102	Yes
#S2 01 S 10	Chevy S-10	1GCCS14551K131465	1086028	Yes
#S3 01 S 10	Chevy S-10	1GCCS14581K131959	1086027	Yes

EXHIBIT 6

LIST OF CITY EQUIPMENT (continued)

CITY OWNED BINS

CONTAINER SIZE	QUANTITY
6 cubic yard	169
4 cubic yard	197
3 cubic yard	898
2 cubic yard	426

CITY OWNED ROLL-OFF BOXES

CONTAINER SIZE	QUANTITY
10 cubic yard	15
25 cubic yard	15
40 cubic yard	75
30 cubic yard Compactor	5

EXHIBIT 7

DEED OF TRUST

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Compton 205 S. Willowbrook Avenue Compton, CA 90220 Attn: _____ APN: _____	

Space Above This Line for Recorder's Use

This Long Form Deed of Trust
is exempt from Recording Fees pursuant to California Government
Code Sections 6103 and 27383

LONG FORM DEED OF TRUST

THIS LONG FORM DEED OF TRUST (this "Deed of Trust"), made this _____ day of _____, 2019, between the City of Compton, a public body herein collectively called Trustor, whose address is 205 South Willowbrook Avenue, Compton, CA 90220, _____, as Trustee and for the benefit of Consolidated Disposal Service, LLC, a Delaware limited liability company wholly owned subsidiary of Republic Services, Inc., a Delaware corporation herein called Beneficiary.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property (the "Property") located in the City of Compton, County of Los Angeles, California, described as follows:

See Exhibit "A," attached hereto and incorporated herein by this reference.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and supply such rents, issues and profits.

For the Purpose of Securing:

1. Performance of each agreement of Trustor herein contained.

2. Payment of that Secured Payment Obligation as described in Sections 6.5.1(c)(i) and 6.5.2 of that certain agreement entitled "Amended and Restated Agreement between City of Compton and Consolidated Disposal Service, LLC, a Delaware Limited Liability Company

Wholly Owned Subsidiary of Republic Services, Inc., a Delaware Corporation for Solid Waste and Recyclable Materials Handling Services", dated _____, 2019 (the "Agreement").

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(2) To pay: at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(3) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(4) That upon default by Trustor in payment of any indebtedness secured hereby, or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by Trustee in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall

deliver to such purchaser Trustee's deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(5) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title estate, rights, powers and duties. The instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

(6) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(7) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any Deed of Trust or of any action or proceeding in which either Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(8) Notwithstanding anything provided herein to the contrary, the Beneficiary agrees to look solely to the Trustor's interest in the Property encumbered hereby and improvements thereon (or the proceeds thereof) for the satisfaction of any remedy of the Beneficiary, and for the collection of a judgment (or other judicial process) requiring the payment of money by the Trustor, except where such judgment results from a claim of fraud; intentional misrepresentation; misapplication, misappropriation, condemnation proceeds, or other funds attributable to the Property; the commission of any act of deliberate waste with respect to the Property.

(9) In the event of foreclosure of a deed of trust recorded prior hereto, or the conveyance by deed in lieu of foreclosure of the Property to a bank, savings and loan, or other institutional lender that is the beneficiary of such deed of trust superior to the lien hereof, the provisions hereof shall terminate and be of no force or effect; provided, however, if the senior lender acquires title to the Property pursuant to a deed in lieu of foreclosure, then this Deed of Trust shall terminate only if (i) Beneficiary has been given written notice of a default under the senior lender's deed of trust, and (ii) the Beneficiary shall not have cured the default under the

senior lender's deed of trust, or diligently pursued the curing of the default as determined by the senior lender, within 60 days after the date the notice is sent to the senior lender.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to the following address:

If to Trustor:	City of Compton 205 S. Willowbrook Avenue Compton, CA 90220 Attn: City Manager
with a copy to:	City of Compton 205 S. Willowbrook Avenue Compton, CA 90220 Attn: City Attorney
If to Beneficiary:	_____ _____ _____ Attn: _____
with a copy to:	_____ _____ _____ Attn: _____

IN WITNESS WHEREOF, the parties hereto have entered into this Deed of Trust as of the later of the dates set forth under the parties' respective signature page of this Deed of Trust.

Date: _____, 2019

TRUSTOR:

City of Compton,
a public body

By: _____
Name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The Land referred to herein below is situated in the City of Compton, County of Los Angeles, State of California, and is described as follows:

LOTS 13 TO 19 INCLUSIVE, IN BLOCK 4 OF TRACT 2883, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28 PAGE 97, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

For conveyance purposes only: APN: 6163-026-900

ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)
_____

On _____ before me, _____
_____
(insert name and title of the officer)

personally appeared _____
_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)
Signature of Notary Public

June 25, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 21-1 OF CHAPTER XXI OF THE COMPTON MUNICIPAL CODE RELATING TO INTEGRATED WASTE MANAGEMENT, MAKING A DETERMINATION OF EXEMPTION FROM CEQA IN CONNECTION THEREWITH, AND TAKING CERTAIN RELATED ACTIONS

SUMMARY

The attached ordinances (i) approve increases to the rates for the solid waste charges (ii) approve an amended and restated solid waste franchise agreement, and (iii) amend Chapter XXI of the Compton Municipal Code (Integrated Waste Management). The attached resolution provides for collection on the fiscal year 2019-20 County tax roll of the solid waste charges for single-family properties that do not receive water service from the City.

BACKGROUND

On April 23, 2019, the City Council adopted Resolution 25,008 (i) declaring the Council's intent to amend the City's existing solid waste franchise agreement, approve increases to the solid waste rates, amend Chapter XXI of the Compton Municipal Code, collect solid waste charges for single-family residential properties that do not receive water service from the City on the fiscal year 2019-20 County tax roll, and make a finding that the foregoing actions are exempt from CEQA; (ii) setting a public hearing on June 18, 2019; and (iii) and taking related actions, including approving procedures for conducting the public hearing, directing staff to prepare a written report in connection with the tax roll billing, and directing staff to provide notice of the public hearing. The public hearing procedures and written report are on file in the office of the City Clerk.

The City published Resolution No. 25,008. In addition, in accordance with the requirements of Proposition 218 (which added Article XIII D to the California Constitution), the City mailed notice of the public hearing to property owners and customers at least 45 days prior to the date of the public hearing and in accordance with Health and Safety Code Section 5473.1, the City published notice of the public hearing once a week for two successive weeks prior to the public hearing. The notices set forth the proposed rate increases and information regarding the collection of charges for single-family properties that do not receive water service from the City on the County tax roll for fiscal year 2019-20.

STATEMENT OF THE ISSUE

In 2010, the City entered into an exclusive solid waste franchise agreement with Pacific Coast Waste & Recycling, LLC, which was amended and restated in 2012. The agreement was assigned to Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. ("Republic"), in 2013. The term of the franchise agreement will expire on September 30, 2022.

California's mandatory commercial recycling law (California Public Resources Code Sections 42649-42649.7 and Title 14 of the California Code of Regulations Sections 18835-18839) ("MCR law") and mandatory organics recycling law (California Public Resources Code Sections 42649.8-42649.87) ("MOR law") require the City to implement a commercial solid waste recycling program and an organic waste recycling program that meet certain requirements.

Pursuant to the MCR law, public entities and businesses that generate four cubic yards or more of solid waste per week and multi-family complexes of five or more units, regardless of the amount of solid waste they generate, must arrange for recycling services. Pursuant to the MOR law, public entities, multi-family complexes of five or more units, and businesses that generate four cubic yards or more of commercial solid waste per week must arrange for recycling services specifically for organic waste. The City must implement commercial solid waste and organic waste recycling programs designed to divert commercial solid waste and organic waste in accordance with the MCR and MOR laws. The programs must include identification of businesses and multi-family complexes subject to the MCR and MOR laws, and notification, monitoring, education, outreach and enforcement actions. The City is also required to report periodically to CalRecyle on its progress in implementing its MCR and MOR programs.

In order to establish and implement suitable MCR and MOR programs and address other solid waste issues, including increasing the solid waste rates, staff recommends that the City Council hold a public hearing and adopt the attached ordinances and resolution to accomplish the actions described below.

A. Increase the solid waste charges.

The City Council will consider the proposed rate increases at the public hearing in accordance with the requirements of Article XIII D of the California Constitution (which was added by Proposition 218). Article XIII D requires that revenues to be derived from the solid waste charges must not exceed the funds required to provide solid waste and recyclable materials handling services; such revenues must not be used for any purpose other than to provide the solid waste services; the amount of the charge imposed upon any parcel must not exceed the proportional cost of the solid waste service attributable to the parcel; the charge must not be imposed upon a parcel unless the solid waste service is actually used by, or immediately available to, the owner of the parcel; and the charge must not be imposed for general

governmental services where the service is available to the public at large in substantially the same manner as it is to property owners.

Republic has requested rate increases to the solid waste charges, effective July 1, 2019. HF&H Consultants, LLC has assisted the City in reviewing Republic's rate proposal. The proposed rate increases recommended by Staff and HF&H are set forth in the exhibit to the attached ordinance increasing the rates. Republic agrees with the proposed rate increases.

The proposed rate increases will compensate Republic for (i) increases in costs over last year for providing existing services, such as increased fuel prices, (ii) the cost of providing enhanced bulky items/clean-up services, and (iii) the cost of providing enhanced commercial solid waste and organic waste recycling programs. In addition, a proposed 1.5% rate increase, effective on or after August 1, 2019, will compensate Republic for taking over billing for multi-family accounts (with bin service) and commercial accounts, and temporary bin and roll off services. Single-family properties will not be subject to the rate increases for the recycling programs or Republic's billing costs. In addition to rate increases described above, automatic rate increases are proposed on July 1, 2020, July 1, 2021, and July 1, 2022, for all premises based on the increase in the Consumer Price Index (Water, Sewer and Trash) (not to exceed 3.5% in any year).

To increase the solid waste rates, the City Council will hold a public hearing in accordance with the requirements of Article XIII D of the California Constitution. Any owners of parcels subject to the proposed rate increases and any tenants of such parcels who are directly responsible for paying the charges may protest the proposed rate increases. At the public hearing, the City Council must hear and consider all objections and protests to the proposed increases. At the close of the public hearing, the City Council will determine whether a majority protest exists. A majority protest will exist if, at the end of the public hearing, written protests against the proposed rate increases have been submitted (and not withdrawn) by the owners of a majority of the parcels subject to the proposed increases or by tenants of such parcels who are directly responsible for paying the charges. One written protest per parcel shall be counted in determining the existence of a majority protest. The City Council cannot adopt the proposed increases if a majority protest exists. In the absence of a majority protest, the City Council may adopt the attached ordinance increasing the solid waste rates.

B. Amend and restate the existing solid waste franchise agreement. The City Council will consider the proposed amended and restated franchise agreement at the public hearing. Republic has agreed to provide recycling programs that will assist the City to comply with the MCR and MOR laws, and has also agreed to provide enhanced bulky waste/clean-up programs. Proposed amendments to the existing franchise agreement set forth the City's and Republic's agreements with respect to the new and enhanced programs and also include updated provisions to the agreement. The proposed amendments to the franchise agreement will not extend the term of the agreement.

Other proposed amendments to the existing franchise agreement include providing for Republic to take over the billing for commercial accounts and multi-family accounts (with bin service) on or after August 1st, with the City to undertake proceedings annually to collect delinquent commercial and multi-family accounts on the County property tax roll commencing in fiscal year 2020-21. In addition, the amended franchise agreement includes provisions for the City to make installment payments to Republic, in the total amount of $1,600,000, over the remaining term of the franchise agreement, to compensate Republic for lost revenues in connection with past solid waste billing issues, including undercharges to customers.

C. Authorize tax roll billing for Fiscal Year 2019-20. Sections 5470 *et seq.* of the California Health and Safety Code and Chapter XXI of the Compton Municipal Code authorize the City to collect solid waste charges on the County tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from the general taxes of the City. The City collects charges on the County tax roll for single-family residential properties that do not receive water service from the City. In accordance with the procedures set forth in the Health and Safety Code*, S*taff has prepared a written report that identifies the single-family parcels that are subject to tax roll billing and the amount of the solid waste charge for each such parcel for fiscal year 2019-20.

At the public hearing, the City Council will consider the collection of the charges on the tax roll for fiscal year 2019-20. Any owners of parcels identified in the written report may protest the collection of the solid waste charges on the 2019-20 tax roll and the City Council must hear and consider all objections and protests to the proposed tax roll billing. At the conclusion of the public hearing, if oral or written protests have been submitted (and not withdrawn) by the owners of a majority of separate parcels described in the written report, then a majority protest against the tax roll billing exits. One protest per parcel shall be counted in determining the existence of a majority protest. The City Council cannot collect the charges on the tax roll for fiscal year 2019-20 if there is a majority protest. In such case, the City must bill the charges by invoice instead of on the tax roll. The attached resolution provides for collecting the solid waste charges for single-family properties that do not receive water service from the City on the 2019-20 tax roll.

D. Amend the Compton Municipal Code. To enable the City to comply with the MCR and MOR laws, the attached ordinance amending Chapter XXI requires, with certain exceptions, that (i) public entities and businesses that generate four cubic yards or more of solid waste per week and multi-family dwellings, regardless of the amount of solid waste they generate, source separate recyclable materials from other solid waste and make arrangements with the City's authorized hauler for the collection of recyclable materials and (ii) that public entities, multi-family dwellings, and businesses that generate four cubic yards or more of solid waste per week source separate organic waste from other solid waste and make arrangements with the City's authorized hauler for the collection of organic waste. The ordinance also makes certain other changes that update the provisions of Chapter XXI.

CEQA

City staff has evaluated the actions described above to determine whether they will have a significant effect on the environment. Staff has determined that the actions are exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in the proposed amended franchise agreement and in Chapter XXI of the Compton Municipal Code, as proposed to be amended, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment. In addition, pursuant to State CEQA Guidelines Section 15378(b)(4), the creation of funding mechanisms and other fiscal activities which do not involve commitments to a specific project that could have significant physical impacts on the environment are not projects subject to CEQA.

Next steps

The Council may consider adopting the attached ordinances at its meeting on June 25, 2019.

FISCAL IMPACT

As described in this Staff Report, Republic has requested rate increases to the solid waste charges. If the higher rates generate higher revenues for Republic, there will be an increase in the City's franchise fee revenues. As described in this Staff Report, the amended franchise agreement includes a payment to Republic in the total amount of $1,600,000, payable in installments over the term of the franchise agreement, to compensate Republic for lost revenues in connection with past solid waste billing issues, including undercharges to customers.

RECOMMENDATION

That the City Council hold a public hearing and (i) in the absence of a majority protest (calculated as described in this Staff Report) introduce the attached ordinance increasing the solid waste rates by a 2/3 vote; (ii) introduce the attached ordinance amending the franchise agreement; (iii) introduce the attached ordinance amending Chapter XXI of the Compton Municipal Code by a 2/3 vote; and (iv) in the absence of a majority protest (calculated in as described in this Staff Report) adopt the attached resolution providing for collection on the fiscal year 2019-20 County tax roll of the solid waste charges for single-family properties that do not receive water service from the City.

CECIL W. RHAMBO, JR.
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, AMENDING SECTION 21-1 OF CHAPTER XXI OF THE COMPTON MUNICIPAL CODE RELATING TO INTEGRATED WASTE MANAGEMENT, MAKING A DETERMINATION OF EXEMPTION FROM CEQA IN CONNECTION THEREWITH, AND TAKING CERTAIN RELATED ACTIONS

WHEREAS, the Legislature of the State of California, by enacting the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 *et seq*.) ("Act"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their respective jurisdictions; and

WHEREAS, in accordance with the Act, the City is required to implement its Source Reduction and Recycling Element in order to maintain the diversion of 50% of solid waste collected in the City from landfill disposal through source reduction, recycling, and composting; and

WHEREAS, the City Council has enacted Chapter XXI of the Compton Municipal Code (Integrated Waste Management) to establish standards for the collection, transportation, recycling, processing and disposal of solid waste ("solid waste and recyclable materials handling services") and the awarding of franchise agreements for such services; and

WHEREAS, pursuant to California's mandatory commercial recycling law (California Public Resources Code Sections 42649-42649.7 and Title 14 of the California Code of Regulations Sections 18835-18839) ("MCR law"), with certain exceptions, public entities and businesses that generate four cubic yards or more of solid waste per week and multi-family dwellings of five or more units, regardless of the amount of solid waste they generate, must arrange for recycling services; and

WHEREAS, pursuant to California's mandatory organics recycling law (California Public Resources Code Sections 42649.8-42649.87 ("MOR law"), with certain exceptions, public entities, multi-family dwellings of five or more units, and businesses that generate four cubic yards or more of solid waste per week must arrange for recycling services specifically for organic waste; and

WHEREAS, the City must implement a commercial solid waste recycling program and an organic waste recycling program designed to divert commercial solid waste and organic waste in accordance with the MCR law and MOR law; and

WHEREAS, in furtherance of meeting the requirements of the Act, including the MCR law and the MOR law, the City Council desires to amend Chapter XXI of the Compton Municipal Code to require, with certain exceptions, that public entities and businesses that generate four cubic yards or more of solid waste per week and multi-family dwellings of four or more units, regardless of the amount of solid waste they generate (collectively, "MCR businesses") source separate recyclable materials from other solid waste and make arrangements with the City's authorized collector for the collection of recyclable materials and that public entities, multi-family dwellings of four or more units, and businesses that generate four cubic yards or more of solid waste per week (collectively, "MOR businesses") source separate organic waste from other solid waste and make arrangements with the City's franchise hauler for the collection of organic waste; and

WHEREAS, the City desires to make certain other changes to Chapter XXI of the Compton Municipal Code;

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

SECTION 1. Recitals. That each of the above recitals is true and correct and is adopted by the City Council.

SECTION 2. Amendment of Section 21-1 of Chapter XXI of the Compton Municipal Code. That Section 21-1 (Waste Management) of Chapter XXI (Integrated Waste Management) of the Compton Municipal Code is hereby amended in its entirety to read as follows:

"21-1 WASTE MANAGEMENT.

21-1.1 Definitions.

a. Definitions Generally. For the purposes of this chapter the following words and phrases shall have the meanings respectively ascribed to them by this chapter unless it is apparent from the context that a different meaning was intended. Words and phrases not ascribed a meaning by this chapter shall have the meaning ascribed by Division 30, Part 1, Chapter 2 of the California Public Resources Code, Sections 40105-40201, and the regulations of CalRecycle, if defined therein, as amended from time to time.

Act shall mean the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq.), (sometimes referred to as "AB 939") as amended from time to time.

Applicable Law shall mean all laws, regulations, rules, orders, directives, judgments, decrees, permits, approvals, or other requirement of the United States, the State of California, the County of Los Angeles, the City, and any federal, state, regional or local administrative and regulatory agencies, that are applicable to the provision of solid waste and recyclable materials handling services in the City, as they all may be enacted, issued, or amended from time to time.

Authorized Collector shall mean the City or a solid waste enterprise operating under the provisions of a collection agreement authorized by the City Council.

Bill/Billing shall mean the statement(s) of charges provided to customers for solid waste and recycling materials handling services rendered by an authorized collector.

Bin shall mean a metal container with a hinged lid and wheels with a capacity of less than ten cubic yards and designed for mechanical pick-up by collection vehicles.

Brown Goods shall mean discarded electronic equipment such as, but not limited to, cellular telephones, video cassette recorders, compact disk (CD) players, CD recorders, digital video disk (DVD) players, DVD recorders, video cassette recorders, stereos, audio receivers, video receivers, facsimile machines, central processing units (CPUs), laptop computers, and peripherals (e.g., external computer hard drives, computer keyboards, computer mice, and computer printers), and other similar items commonly known as "brown goods" and "e-waste."

Bulky Items/Bulky Waste shall mean solid waste that cannot and/or would not typically be accommodated within a cart including specifically without limitation: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); brown goods, electronic waste; wood waste, and tree branches (if no larger than two feet (2') in diameter and four feet (4")in length, and weighing not more than sixty (60) pounds). Bulky waste does not include car bodies or parts, construction and demolition debris or items requiring more than two persons to remove. Other items not specifically included or excluded above will be collected as bulky waste provided the authorized collector has agreed to collect them. In the event a question arises as to whether a specific item or category of items meets the definition of bulky waste, the City Manager will determine whether that definition will apply, which determination will be final and binding.

CalRecycle shall mean the State of California's Department of Resources Recycling and Recovery.

Cart shall mean a plastic container with a hinged lid and wheels serviced by an automated or semi-automated truck and with a capacity of no less than 30 and no greater than 101 gallons.

City Manager shall mean an individual having that title in the employ of the City or the City Manager's designee.

Civic Litter Container shall mean a City-owned receptacle located in a public area for the temporary accumulation and collection of solid waste generated by the public in public places.

Collect/collected/collection shall mean to take physical possession, transport and remove solid waste or recyclable materials within the City.

Collection Agreement shall mean an agreement between the City and a solid waste enterprise, entered into pursuant to this chapter authorizing the solid waste enterprise to provide solid waste and recyclable materials handling services.

Commercial Premises shall mean all premises in the City, other than residential premises. The term "commercial premises" includes, but is not limited to, stores; offices; Federal, State, County, and local governmental institutions, including, but not limited to schools, school districts, special districts, and water districts; restaurants; rooming houses; hotels; motels; offices; manufacturing, processing, or assembling shops or plants; hospitals; clinics; nursing homes; convalescent centers; dormitories; barracks; and card rooms. In the event a question arises as to whether a specific premises meets the definition of commercial premises, the City Manager will determine whether that definition will apply, which determination will be final and binding.

Composting means the separation of organic waste from the waste stream for controlled decomposition into a material that may be used as a soil amendment.

Construction and Demolition Debris shall mean solid waste resulting from construction, remodeling, repair or demolition operations at any premises and includes, but is not limited to, concrete, asphalt, rock and dirt.

Container shall mean any and all types of solid waste or recyclable materials receptacles, including carts, bins and roll-off boxes.

Customer shall mean a person receiving solid waste and recyclable materials handling services from an authorized collector pursuant to the terms of a collection agreement.

Dispose/Disposal shall mean the ultimate disposition of solid waste at a landfill or otherwise as permitted by applicable law.

Diversion shall have the meaning ascribed in Section 40124 of the California Public Resources Code, as amended from time to time.

Electronic Waste has the meaning ascribed to "Covered Electronic Waste" in Section 42463 of the Public Resources Code, as amended from time to time, and all Brown Goods.

EMSW Conversion shall have the meaning ascribed in California Public Resources Code Section 40132.2, as amended from time to time.

Food Waste shall mean unused and discarded solid food products/scraps, including but not limited to, all vegetables, fruits, meat, fish, shells, bones, cheese, bread, coffee grounds, and discarded paper that is contaminated with food waste.

Generator shall mean any person whose act or process produced solid waste or recyclable materials or whose act first causes solid waste or recyclable materials to become subject to regulation.

Green Waste shall mean any vegetative matter resulting from normal yard and landscaping maintenance that is not more than four feet (4') in its longest dimension or four inches (4") in diameter. Green Waste includes plant debris, such as tree trimmings, wood stumps, grass cuttings, dead plants, leaves, branches, flowers, plant stocks, leaves, dead trees (subject to length and diameter limitations), and other forms of organic waste that is generated at the premises wherein the green waste is collected. Green Waste excludes yucca and palm fronds. Green waste does not

include material not normally produced from gardens or landscape areas, such as brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood products. Green waste is an organic waste.

Hazardous Waste shall mean wastes defined in Public Resources Code Section 40141 as well as all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste in Health and Safety Code §§ 25110.02, 25115, and 25117 and listed as hazardous waste by the United States Environmental Protection Agency (EPA), pursuant to the RCRA, and all future amendments thereto, and all rules and regulations promulgated thereunder.

Holiday shall mean Labor Day, New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day, and shall also include any other day designated by resolution of the City Council, the City Manager, or a collection agreement.

Household Hazardous Waste shall mean hazardous waste generated at residential premises.

Medical Waste shall have the meaning ascribed in California Health and Safety Code Section 117600, et seq., as amended from time to time.

Multi-Family Dwelling shall mean any building or lot containing four or more dwelling units. Multi-family dwelling units generally receive solid waste and recyclable materials collection through the use of shared bins.

Occupant shall mean the person who is in possession of, is the inhabitant of, or has the care and control of a premises or is otherwise responsible for the day-to-day operations of the premises.

Organic Waste shall mean food waste, green waste, landscape and pruning waste, nonhazardous wood waste and food-soiled paper waste that is mixed in with food waste.

Owner shall mean the person holding legal title to a premises.

Person shall mean any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Los Angeles, the City, other cities, and special purpose districts.

Premises shall mean any land or building in the City where solid waste is generated or accumulated.

Public Agency/Public Entity shall mean any governmental agency or department thereof, whether federal, state or local.

RCRA shall mean the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. § 6901 et seq.), as amended from time to time.

Recyclable Materials shall mean solid waste that prior to collection is separated by the generator from other solid waste, has some potential economic value, and is handled differently than other solid waste in order to allow it to be processed for recycling. Recyclable materials include any materials identified by resolution of the City Council, the City Manager, or a collection agreement.

Recycle/Recycling shall mean the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise be disposed of as solid waste, and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling does not include transformation or EMSW conversion.

Refuse shall mean solid waste exclusive of Recyclable Materials, Organic Waste, and Green Waste.

Residential Premises shall mean premises upon which dwelling units exist, including, without limitation, single family dwellings and multi-family dwellings, apartments, including apartments and condominiums in which each unit has separate cooking and bathing facilities, but does not include hotels, motels, rooming houses, hospitals, nursing homes, convalescent centers, dormitories or barracks or other group living places. In the event a question arises as to whether a specific premises meets the definition of residential premises, the City Manager will determine whether that definition will apply, which determination will be final and binding.

Roll-off Box shall mean a container of ten yards or larger.

Sharps shall mean waste generated by a household that includes a hypodermic needle, syringe, or lancet.

Single Family Dwelling shall mean a dwelling unit in a building or lot containing three or fewer residential dwelling units. Single family dwelling units generally receive individual solid waste and recyclable materials handling services with the use of carts.

Solid Waste shall mean all discarded putrescible and non-putrescible solid and semisolid wastes including refuse, recyclable materials, green waste, organic waste, construction and demolition debris, bulky items, and any combination thereof which are permitted for disposal of in a Class III landfill, and which are included in the definition of the non-hazardous solid waste set forth in the California Code of Regulations.

Solid Waste and Recyclable Materials Handling Services shall mean the collection, reduction, separation, recovery, conversion, transfer, transport, storage, recycling, processing and disposal of solid waste, including Recyclable Materials, Green Waste, and other Organic Waste.

Solid Waste Enterprise shall mean any person which is regularly engaged in the business of providing solid waste and recyclable materials handling services.

Source separate/source separated shall mean the segregation by the generator of recyclable materials, organic waste or green waste from other solid waste.

Tax Roll shall mean the assessment roll upon which the general taxes of the City are collected by the County of Los Angeles.

Transformation shall have the meaning ascribed thereto in California Public Resources Code Section 40201, as amended from time to time.

Universal Waste shall mean discarded consumer products containing mercury, lead, cadmium and other substances that are hazardous to human health and the environment, including, but not limited to, batteries and fluorescent tubes.

b. Additional definitions. Nothing in this section shall be deemed to preclude the City and any authorized collector from incorporating into any collection agreement definitions relating to their respective contractual rights and obligations, which may differ from or augment those set forth herein.

21-1.2 Integrated Solid Waste Management.

a. Provision of Service. The City shall provide for or furnish solid waste and recyclable materials handling services throughout the City. The solid waste and recyclable materials handling services may be furnished by any one or a combination of City officers and employees, an authorized collector(s) pursuant to a collection agreement(s), or agreement(s) with another local agency or local agencies. The provision of solid waste and recyclable materials handling services shall be under the direction of the City Manager. From time to time, the City Council may adopt resolutions that further implement the purposes and intent of this chapter. Except as may be specifically provided in this chapter, or as may be specified by a resolution of the City Council, the City is not subject to the provisions of this chapter that impose obligations on authorized collectors.

b. Manner, Time and Frequency of Collection. Authorized collectors shall make arrangements with their customers specifying the manner in which solid waste and recyclable materials handling services are provided, subject to the City's duty to protect the public health, safety and well-being and to limit sources of noise and air pollution within the City by prohibiting collection between certain hours and on certain holidays. The City Council may determine, by resolution or a collection agreement, the manner in which solid waste and recyclable materials handling services are provided within the City, specifying the hours, days and frequency of collection.

c. Categories. The City Council may determine, by resolution or a collection agreement, collection categories (e.g., single-family residential and multi-family residential) and make or impose collection requirements which vary for such categories.

d. Mandatory Service; Collection Arrangement Required. Except as expressly provided in this chapter, the owner and occupant of every premises in the City is required to make or cause to be made arrangements with an authorized collector for regular solid waste and recyclable materials handling services, and shall pay the charges for those services as established by the City; shall not enter into an agreement for solid waste and recyclable materials handling services with any person other than an authorized collector, and shall implement measures to reach the diversion and other goals mandated by the act. It shall be unlawful for any such person to fail to comply with the foregoing requirements. An occupant of a premises shall be deemed to have complied with this section if the owner of such premises has caused to be made appropriate arrangements with an authorized collector for regular solid waste and recyclable materials handling services and the payment of the charges for those services as established by the City. It is further unlawful, and a public nuisance, for any person to occupy any premises within the City for which appropriate arrangements for regular solid waste and recyclable materials handling services have not been made and kept in full force and effect.

e. Deposit of Solid Waste on Public Property. Any person who deposits or causes to be deposited any solid waste on any public property, including the public right-of-way, except in a container provided therefor as herein specified, shall immediately clean up, contain, collect and remove same. To facilitate proper disposal of solid waste by pedestrians and motorists, publicly patronized establishments shall provide, empty, and maintain adequate containers for deposit of solid waste generated by the public as a result of the patronization of such establishments.

21-1.3 Fees, Franchises and Permits.

a. Fees.

1. Pursuant to Division 30, Part 3, Chapter 8 of the Public Resources Code, Sections 41900 et seq., the City may levy fees ("fees" or "charges") upon authorized collectors and/or premises for planning and program development and administration regarding solid waste and recyclable materials handling services and for such services. Such fees may include charges for the use of disposal facilities and may include costs of preparing and implementing source reduction and recycling elements, household hazardous waste elements and integrated waste management plans. The charges shall be the amounts which the City Council from time to time may determine and establish by ordinance or resolution.

2. The City may determine to collect all or part of such charges (plus any interest or penalties) on the tax roll for the premises, whether or not delinquent, the water bill, by separate bill of the City or an authorized collector, or by such other means as the City Council may elect. Charges, whether or not delinquent, collected on the tax roll shall be collected pursuant to the provisions of Division 5, Part 3, Chapter 6, Article 4 of the California Health and Safety Code. Non-delinquent charges collected on the tax roll shall be levied as an annual charge in an amount computed in accordance with this chapter.

b. Residential Solid Waste and Recyclable Materials Handling Services Franchises.

1. Upon a determination that the public health, safety and well-being so require, the City Council, by ordinance, referring to the solid waste enterprise by name, may

authorize, by collection agreement, one or more solid waste enterprises to provide solid waste and recyclable materials handling services to residential premises in all or any part of the City. Any collection agreement is subject to all of the provisions and to any rights held by any other solid waste enterprise which may hold rights pursuant to Public Resources Code Section 49520.

2. Each collection agreement shall be granted on such terms and conditions as the City Council shall establish in its sole discretion, as matters of local concern, subject to the provisions of the Compton City Charter and applicable law.

3. Each collection agreement awarded by the City shall be in writing, signed by the Mayor, approved as to form by the City Attorney, and filed with the City Clerk. No solid waste enterprise or any other person shall infer the existence of any other form of agreement not meeting all the foregoing requirements.

4. In the sole discretion of the City Council, the solid waste and recyclable materials handling services may be authorized on an exclusive or non-exclusive basis, and with or without competitive bidding, and may relate to any class or type of solid waste within all or any part of the City.

5. Each authorized collector shall possess a current City business license and shall display a current City-issued decal on each collection vehicle operated in the City.

6. Each authorized collector shall comply with all requirements set forth in the authorized collector's collection agreement and all applicable law, including this Code, this chapter and any regulation which has been adopted pursuant to this chapter.

c. Commercial Solid Waste and Recyclable Materials Handling Services Franchises.

1. Upon a determination that the public health, safety and well-being so require, the City Council, by ordinance, referring to the solid waste enterprise by name, may authorize, by collection agreement, one or more solid waste enterprises to provide solid waste and recyclable materials handling services to commercial premises in all or any part of the City. Any collection agreement is subject to all of the provisions and to any rights held by any other solid waste enterprise which may hold rights pursuant to Public Resources Code Section 49520.

2. Each collection agreement shall be granted on such terms and conditions as the City Council shall establish in its sole discretion, as matters of local concern, subject to the provisions of the Compton City Charter and applicable law.

3. Each collection agreement awarded by the City shall be in writing, signed by the Mayor, approved as to form by the City Attorney, and filed with the City Clerk. No solid waste enterprise or any other person shall infer the existence of any other form of agreement not meeting all the foregoing requirements.

4. In the sole discretion of the City Council, the solid waste and recyclable materials handling services may be authorized on an exclusive or non-exclusive basis, and with or without competitive bidding, and may relate to any class or type of solid waste within all or any part of the City.

5. Each authorized collector shall possess a current City business license and shall display a current City-issued decal on each collection vehicle operated in the City.

6. Each authorized collector shall comply with all requirements set forth in the authorized collector's collection agreement and all applicable law, including this Code and this chapter.

d. Collection Agreement Required. Except as expressly provided in this chapter, no person shall provide solid waste and recyclable materials handling services in the City unless that person has entered into a collection agreement meeting all the requirements of this chapter, irrespective of any permit issued by any other public agency authorizing the provision of solid

waste and recyclable materials handling services. Any such collection agreement shall be in addition to any business license or permit otherwise required by this Code.

e. Resolution of Conflicts. In the event of a conflict between the provisions of a collection agreement and the provisions of this chapter, the provisions of the collection agreement shall control.

f. Licenses and Permits. Every authorized collector shall obtain and maintain at all times during the authorized collector's operations a business license issued by the City, and all applicable permits and licenses required by any public agency having jurisdiction.

g. Solid Waste Facilities. No person shall construct or operate a solid waste management facility, including but not limited to, a materials recovery facility, solid waste transfer or processing station, composing facility, a buy-back or drop-off center, disposal facility, or a recycling center without satisfying all City requirements for land use, environmental and other approvals.

h. Liabilities for Fees.

1. Charges for a premises may be billed on the water bill, the tax roll, whether or not delinquent, or separate bill of the City or authorized collector. The charges (plus any interest or penalties) shall be due and payable on the date stated on the water bill, the property tax bill, or separate bill for the premises.

2. Each person required by this chapter to arrange for solid waste and recyclable materials handling services shall pay or cause to be paid the charges for such services to the City, if billed by the City, authorized collector, if billed by the authorized collector, or the County of Los Angeles Auditor-Controller, if billed on the tax roll. The owner and occupant of each premises shall be jointly and severally liable for the payment of the charges (plus any interest or penalties).

3. Any charges**,** except charges billed on the tax roll, which remain unpaid for a period of thirty (30) or more days after the date upon which they were billed shall be deemed delinquent. A penalty of ten percent (10%) shall be charged and an additional one and one-half percent (1.5%) per month shall be charged until the charges and penalties and interest are paid.

4. The charges collected on the tax roll, including delinquent and non-delinquent charges, shall be collected pursuant to the provisions of Chapter 5, Part 3, Chapter 6, Article 4 of the California Health and Safety Code in the same manner, by the same persons, and at the same time as, together with and not separately from, the City's general taxes and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties.

5. The charges shall be a civil debt owing to the City or authorized collector, as applicable. As a cumulative and alternative remedy, the City or authorized collector, as applicable, may pursue collection of delinquent accounts through collection agencies, small claims courts or any other means provided by law, and may recover reasonable attorneys' fees and costs as permitted by law.

6. Solid Waste and Recyclable Materials Handling Services may be discontinued for commercial premises if any charges remain unpaid for a period of thirty (30) or more days after the date upon which they were billed.

7. Upon written notice from the owner or occupant of a premises to discontinue solid waste and recyclable materials handling services, there shall be refunded any advance charges. However, solid waste and recyclable materials handling services cannot be discontinued as long as the premises is receiving water service from the City or any other public water agency.

8. Any person with a valid self-haul permit who does not use the solid waste and recyclable materials handling services offered by the authorized collector shall be exempt from the payment of fees pursuant to this chapter.

21-1.4 Containers.

a. Containers: Use.

1. The authorized collector shall provide the containers specified in the collection agreement to each premises in the City.

2. Each person required by this chapter to arrange for solid waste and recyclable materials handling services shall keep in a suitable place a sufficient number of containers provided by the authorized collector or approved by the City capable of holding without spilling, leaking, or emitting odors, all solid waste, including recyclable materials, which would ordinarily accumulate on the premises between the time of two (2) successive collections.

3. Each person required by this chapter to arrange for solid waste and recyclable materials handling services shall deposit or cause to be deposited in containers provided by the authorized collector or approved by the City all solid waste, including recyclable materials, generated or accumulated on those premises.

4. No person shall place ashes which are not cold and free from fire in any container.

5. Subject to any exclusions set forth in this chapter, no person shall deposit solid waste from a premises in any place other than an approved container located on the premises which generated the solid waste.

b. Containers, Bulky Waste and Green Waste: Placement and Removal.

1. No person shall place for collection any container not in conformance with the container provided by an authorized collector or approved by the City.

2. No person shall place a container adjacent to a street or public right-of-way for collection if the container and its contents weigh more than sixty-five (65) pounds, unless the authorized collector is using automated collection equipment.

3. No person shall place a container or any bulky waste adjacent to a street or public right-of-way for collection service before noon on the day preceding the regularly scheduled collection day.

4. During the hours for collection, containers for residential premises shall be placed at the location designated by the authorized collector and shall be accessible for mechanized pick-up, if mechanized pick-up methods are utilized by the authorized collector. Bins shall be accessible to the authorized collector. Except during the time a container is placed for curbside collection, containers for residential premises shall not be visible from the public right-of-way. Upon collection, all containers shall be replaced in an upright position, at the location where found by an authorized collector.

5. Containers shall be removed from any location adjacent to a street or public right-of-way not later than 6:00 a.m. on the day following the regularly scheduled collection day.

6. An authorized collector who has been notified in writing by a customer or the City that solid waste service is to be discontinued shall remove all of its bins or carts from such customer's premises within one week following receipt of notification that service is to be discontinued from such customer's premises.

7. Green Waste shall be cut into pieces not to exceed four (4) feet in length and four (4) inches in diameter before being placed adjacent to a street or public right-of-way for collection. Green Waste shall be placed in containers designated for the collection of green waste, or tied securely in bundles not exceeding sixty (60) pounds and shall not be contaminated with other forms of solid waste or with hazardous waste.

8. The City Manager may waive the requirements of this section when necessitated by conditions beyond the control of the authorized collector, owner, or occupant of the premises.

21-1.5 Collection.

a. Frequency. Except as expressly provided in this chapter or an applicable collection agreement, or as otherwise approved by the City Manager if necessary to maintain the public health or safety, each person required by this chapter to arrange for solid waste and recyclable materials handling services shall make arrangements with the authorized collector to have all solid waste from the premises (other than construction and demolition debris) collected no less than once each calendar week. Subject to the foregoing requirement, the owners or occupants of commercial premises or multi-family dwellings may specify the frequency of collection of solid waste from the premises and the size and number of bins or other containers required.

b. Schedule. Collection by an authorized collector shall be in accordance with the applicable collection agreement or a schedule approved by the City Manager, which shall identify the routes and collection days and which shall not permit the accumulation of solid waste in quantities detrimental to the public health or safety.

c. Hours and Days of Collection. Collection from any premises by an authorized collector shall not be made between the hours of 6:00 p.m. and 5:00 a.m. of the following day or at any time on a Sunday or a holiday. The City Manager may waive the requirements of this Section when necessitated by conditions beyond the control of the authorized collector and may require an authorized collector to change hours of operation if disruption occurs.

d. Designation of Routes and Times. Authorized collectors shall design their routes and times for collection in a manner which minimizes air pollution, traffic, noise and wear and tear on public and private streets and other problems with the potential to adversely affect public health, safety, or the environment.

21-1.6 Special Collections.

a. An authorized collector shall provide on-call collection of bulky waste and other items to its customers in accordance with the applicable collection agreement.

b. No sharps, medical waste, hazardous waste (including but not limited to tires, oil and anti-freeze), household hazardous waste, universal waste, battery acid, poisonous, caustic or toxic material or any other substance capable of damaging clothing or causing injury to a person shall be mixed or placed with any other solid waste, including recyclable materials, organic waste or green waste, which is to be collected by an authorized collector. Such items shall be collected at the owner's or occupant's expense only after arrangements have been made for such collection in accordance with all applicable law.

21-1.7 Exemptions.

It shall be unlawful for any person other than an authorized collector to collect or dispose of solid waste except as set forth below or in a collection agreement.

a. Composting Organic Waste. Nothing in this chapter shall prevent owners or occupants from composting organic waste.

b. Self-Hauler's Exclusion. Nothing in this chapter shall prevent owners or occupants from, on a regular basis, collecting and disposing of solid waste, including recyclable materials, green waste and organic waste, generated in or on their premises, in lieu of making arrangements with an authorized collector ("self-haulers"). No self-hauler shall employ or engage any solid waste enterprise, other than an authorized collector, to collect or dispose of such materials. Before collecting or disposing of solid waste, including recyclable materials, green waste and organic waste, self-haulers shall obtain a self-haul permit from the City established by resolution of the City Council, and shall report to the City the type, total weight and destination of solid waste removed, including recyclable materials, green waste and organic waste, on a form prescribed by

the City Manager together with supporting documentation required by the City Manager on a quarterly basis (March, June, September and December). Notwithstanding any other provision of this chapter, no self-hauler shall be obligated to use containers provided by the authorized collector.

c. Selling or Donating Recyclable Materials or Organic Waste. Nothing in this chapter shall prevent a person from selling or donating any source separated recyclable materials or organic waste to a person or entity other than an authorized collector, provided that no such materials may be transported for disposition to a landfill or transfer station (as defined in Public Resources Code Section 40200). If the seller or donor of recyclable materials is required to pay monetary or non-monetary consideration in any form or amount for the collection of recyclable materials or organic waste, the fact that the generator receives a reduction or discount in price (or in other terms of the consideration the generator is required to pay) shall not be considered a sale or donation. Before selling or donating recyclable materials or organic waste, each business, as defined in subsection 21-1.8(b)(1) or subsection 21-1.8(c)(1), shall obtain a permit from the City established by resolution of the City Council, and shall report to the City the name of the person or entity to whom the recyclable materials or organic waste was sold or donated, and the type and total weight of the recyclable materials or organic waste removed on a form prescribed by the City Manager together with supporting documentation required by the City Manager on a quarterly basis (March, June, September and December).

d. Buying Recyclable Materials or Organic Waste. Nothing in this chapter shall prevent a person which is not a solid waste enterprise engaged in the business of collecting or disposing of solid waste for a fee, other charge or consideration from buying source separated recyclable materials or organic waste for monetary or other valuable consideration, and removing and transporting such materials to a destination for marketing, provided that no such materials may be transported for disposition in a landfill or transfer station (as defined in Public Resources Code Section 40200).

e. Document Destruction Service. Nothing in this chapter shall prevent any person engaged in the business of destroying or disposing of secret, confidential, or sensitive documents from transporting or disposing of such documents by shredding, lumping, incinerating or other means, as a part of such document destruction or disposal service. Before transporting or disposing of such documents, persons shall obtain a permit from the City established by resolution of the City Council, and shall report to the City the destination and total weight of documents removed on a form prescribed by the City Manager together with supporting documentation required by the City Manager on a quarterly basis (March, June, September and December).

f. General Requirements Applicable to Exclusions. In all cases where the right to an exclusion pursuant to this chapter is exercised, disposal shall be made in accordance with applicable law at a disposal or processing facility which meets all applicable regulatory requirements. Green waste shall only be disposed of at a permitted facility where green waste is sorted, mulched, or separated for the purpose of recycling, reuse, or composting. Recyclable materials shall only be disposed of at certified materials recovery facility or other mixed waste processing facility for diversion from disposal. Any disposal by a person exempted under this section shall not relieve such person from any obligation or liability imposed by this chapter or any other City ordinance, resolution, rule or regulation or for the payment of any fees pursuant to this chapter, except as otherwise provided in this chapter.

21-1.8 Collection of Recycling Materials; Commercial and Multi-family Recycling Requirements.

a. Ownership of Recyclable Materials and Organic Waste. Upon placement of source separated recyclable materials at a designated recycling location or placement of source separated recycling material or organic waste in a container provided by an authorized collector for the collection of recycling materials or organic waste, the recyclable materials or organic waste shall become the property of the authorized collector.

b. Mandatory Commercial Recycling.

1. Except as otherwise expressly provided in this chapter, public entities or commercial businesses (including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit entity or non-profit entity) that generate four cubic yards or more of solid waste per week and multi-family dwellings ("business" or "businesses" for purposes of this section) shall divert their solid waste from disposal by taking one, or any combination, of the following actions in compliance with the requirements of Chapter 12.8 of Part 3 of Division 30 of the California Public Resources Code (Section 42649 et seq.):

(a) Source separate recyclable materials and make arrangements with an authorized collector for delivery of a container or containers designated for recyclable materials, and deposit recyclable materials in the designated container or containers provided by the authorized collector; or

(b) Source separate recyclable materials and self-haul such materials in compliance with subsection 21-1.7(b); or

(c) Source separate recyclable materials and sell or donate such materials in compliance with subsection 21-1.7(c).

2. The deposit of any materials other than recyclable materials in a container designated for recyclable materials is prohibited and the deposit of recyclable materials in a container that is not designated for recyclable materials is prohibited. .

3. To comply with this section, owners or managers of multi-family dwellings may require tenants to source-separate their recyclable materials.

4. A business may request an exemption from the requirements of this section by submitting an application on a form prescribed by the City Manager. After reviewing the exemption request, the City Manager shall either approve or disapprove the exemption request. To be eligible for an exemption from the requirements of this section, the business must demonstrate that there are no recyclable materials being generated by any activities of the business or there is inadequate storage space for the storage of recyclable materials.

5. The City may require a business that is granted an exemption from the requirements of this section to submit an application every year from the date the exemption was granted by the City.

6. Each business that does not make arrangements with an authorized collector pursuant to subsection b.1(a) shall be responsible for ensuring and demonstrating to the City its compliance with the requirements of this subsection and subsection 21-1.7(b) or (c). Each such business must provide satisfactory proof to the City of the person or entity to whom the recyclable materials is sold or donated, if applicable, and the type, total weight and destination of recyclable materials self-hauled on a form prescribed by the City Manager together with supporting documentation required by the City Manager on a quarterly basis (March, June, September and December).

7. To the extent authorized by law, the City or an authorized collector may inspect the premises and examine the containers for refuse and recyclable materials. The City shall notify a business if the business is not in compliance with this section or if self-hauling is not appropriate or effective.

8. The City shall implement a commercial solid waste recycling program in conjunction with the authorized collector that consists of education, outreach and monitoring of businesses that is designed to divert solid waste from businesses. The authorized collector shall be responsible for providing recycling service to all businesses, including recycling containers, and for monitoring and correcting contamination of recyclable materials, and for reporting recycling participation to the City in accordance with the City's requirements.

9. Nothing in this section is intended to prevent or limit the right of any business to donate or sell its recyclable materials as provided by Public Resources Code Section 41952.

c. Mandatory Commercial Organics Recycling.

1. Except as otherwise expressly provided in this chapter, public entities, commercial businesses (including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit entity or non-profit entity), and multi-family dwellings ("business" or "businesses" for purposes of this section) that generate four cubic yards or more of solid waste per week shall divert their solid waste from disposal by taking one, or any combination, of the following actions in compliance with the requirements of Chapter 12.9 of Part 3 of Division 30 of the California Public Resources Code (Section 42649.8 et seq.):

(a) Source separate organic waste and make arrangements with an authorized collector for delivery of a container or containers designated for organic waste, and deposit organic waste in the designated container or containers provided by the authorized collector; or

(b) Source separate organic waste and recycle such materials onsite; or

(c) Source separate organic waste and self-haul such materials in compliance with subsection 21-1.7(b); or

(d) Source separate organic waste and sell or donate such materials in compliance with subsection 21-1.7(c).

2. The deposit of any materials other than organic waste in a container designated for organic waste is prohibited and the deposit of organic waste in a container that is not designated for organic waste is prohibited.

3. To comply with this section, a business that is an owner may require a lessee or tenant of that property to source separate their organic waste.

4. To comply with this section, when arranging for gardening or landscaping services, the contract or work agreement between a business and a gardening or landscaping service shall require that the organic waste generated by those services be managed in compliance with Chapter 12.8 of Part 3 of Division 30 of the California Public Resources Code (Section 42649.8 et seq.).

5. A business that is a multi-family dwelling is not required to arrange for the recycling of food waste that is generated by the business.

6. A business may request an exemption from the requirements of this section by submitting an application on a form prescribed by the City Manager. After reviewing the exemption request, the City Manager shall either approve or disapprove the exemption request. To be eligible for an exemption from the requirements of this section, the business must demonstrate that the business does not generate at least one-half cubic yard of organic waste per week, there is inadequate space to provide additional organic waste recycling bins, the business is currently implementing actions that result in the recycling of a significant portion of its organic waste, or there is some extraordinary and unforeseen event that warrants a temporary exemption.

7. The City may require a business that is granted an exemption from the requirements of this section to submit an application every year from the date the exemption was granted by the City.

8. Each business that does not make arrangements with an authorized collector pursuant to subparagraph c.1(a) shall be responsible for ensuring and demonstrating to the City its

compliance with the requirements of this subsection and subsection 21-1.7(b) or (c) if applicable. Each such business must provide satisfactory proof to the City of the type and total weight of organic waste recycled on site, the person or entity to whom the organic waste is sold or donated, and the type, total weight and destination of organic waste self-hauled on a form prescribed by the City Manager together with supporting documentation required by the City Manager on a quarterly basis (March, June, September and December).

9. To the extent authorized by law, the City or an authorized collector may inspect the premises and examine the containers for refuse and organic waste. The City shall notify a business if the business is not in compliance with this section or if self-hauling is not appropriate or effective.

10. The City shall implement an organic waste recycling program in conjunction with the authorized collector that consists of education, outreach and monitoring of businesses that is designed to divert organic waste from businesses. The authorized collector shall be responsible for providing organic waste recycling service to all businesses, including recycling containers, and for monitoring and correcting contamination of organic waste, and for reporting recycling participation to the City in accordance with the City's requirements.

11. Nothing in this section is intended to prevent or limit the right of any business to donate or sell its organic waste as provided by Public Resources Code Section 41952

21-1.9 Cleanup Responsibility.

a. Cleanup Responsibility.

1. Until solid waste, including recyclable materials, green waste and organic waste, has been collected in accordance with the requirements of this chapter, the owner or occupant shall immediately clean up any solid waste generated or accumulated on the premises that has spilled or is otherwise located outside an authorized container notwithstanding human or animal interference with containers, wind or other natural forces.

2. Each authorized collector shall immediately clean up any solid waste spilled or otherwise released or discharged into the environment during its collection.

21-1.10 Additional Prohibited Acts.

a. Use of Containers. No person shall keep solid waste in containers other than those supplied by the authorized collector or approved by the City; nor shall any person accumulate solid waste for more than six (6) consecutive days; nor shall any person keep upon any premises any solid waste which is offensive, obnoxious or unsanitary.

b. Moving of Containers. It shall be unlawful for any person other than the owner or occupant of the premises, an officer or employee of the City, or the authorized collector to move any container from the location where the container was placed for storage or collection without the prior written approval of the owner or occupant.

c. Scavenging of Solid Waste. It shall be unlawful for any person other than the owner or occupant of the premises, an officer or employee of the City, or the authorized collector to collect, remove or otherwise handle any solid waste, including recyclable materials, contained in any container that has been placed for storage or collection without the prior written approval of the owner or occupant or to remove recyclable materials placed at a designated recycling collection location.

d. Graffiti. It shall be unlawful for any person to apply any paint or markings (commonly known as "graffiti" or "tagging") to any container supplied by the authorized collector or approved by the City without the prior written approval of the authorized collector or City.

e. Bulky Waste. It shall be unlawful for any person to place bulky waste adjacent to a street or public right-of-way without first having made arrangements with the authorized collector for the collection of the bulky waste.

f. Hazardous Waste. It shall be unlawful for any person to spill or to place sharps, medical waste, hazardous waste (including but not limited to tires, oil and anti-freeze), household hazardous waste, universal waste, battery acid, poisonous, caustic or toxic material or any other substance capable of damaging clothing or causing injury to a person with any other solid waste, including recyclable materials, organic waste or green waste in any container provided by an authorized collector.

g. Solid Waste from Outside City. It shall be unlawful for any person to place for collection any solid waste from outside the City.

h. Non-conforming Solid Waste. It shall be unlawful for any person to place for collection by an authorized collector any solid waste, including bulky waste, that does not conform to the standards of this chapter.

i. Civic Litter Container; Prohibited Waste. It shall be unlawful for any person to place solid waste generated at premises or hazardous waste in any civic litter container.

j. Burning of Solid Waste. It shall be unlawful for any person to burn any solid waste within the City, except in an approved incinerator or transformation facility or other device for which all required permits have been issued by public agencies having jurisdiction and in a manner that complies with such permits and applicable law.

k. Dumping or Burial of Solid Waste. It shall be unlawful for any person to dump, spill, leak, pump, pour, emit, empty, discharge, inject, or bury any solid waste within the City, except pursuant to a permit issued by public agencies having jurisdiction and in a manner that complies with such permit and applicable law.

l. Collection of Solid Waste Without License Prohibited. Except as expressly provided in this chapter, no person shall collect any solid waste from any premises within the City, nor shall any person place a container for the accumulation of solid waste at any premises within the City, without a City business license and a collection agreement or operate a collection vehicle within the City without displaying a current City-issued collector's decal.

m. Failure to Make Collection Arrangements. Except as expressly provided in this chapter, it is unlawful for the owner or occupant of any premises in the City to not make arrangements for regular solid waste and recyclable materials handling services with the authorized collector.

n. Unauthorized Disposal. It shall be unlawful for any person to place solid waste in, or otherwise use the containers of, another without their permission.

o. Trespass. It shall be unlawful for an authorized collector to enter on private property beyond the extent necessary to collect the solid waste or recyclable materials properly placed for collection.

p. Transporting Loose Solid Waste. It shall be unlawful for any person to transport any loose solid waste by motor vehicle unless the cargo is covered and/or secured in such a manner as to prevent depositing of solid waste on public or private property.

q. Transfer of Loads on Public Streets. It shall be unlawful for any person to transfer solid waste or recyclable materials from one collection vehicle to another on any public street or road unless such transfer is essential to the method of operation and is approved by the City Manager, or is necessary owing to mechanical failure or accidental damage to a vehicle.

r. Interference. It shall be unlawful for any person to interfere with the performance of solid waste and recyclable materials handling services being rendered by the City or an authorized collector.

21-1.11 Enforcement.

a. Pursuant to California Penal Code Section 836.5. the City Manager and City Code Enforcement Officers are authorized to enforce the provisions of this chapter as well as those of California Penal Code Sections 374, 374a, 374.2, 374.3, 374.4, 374d, 374.7, and 375, California Government Code Sections 68055, *et seq*.; and California Vehicle Code Sections 23111 and 23112.

b. Whenever in this chapter, enforcement authority is given to any City employee or officer, such authority may be exercised by designees of those officers and employees.

c. Except as otherwise provided in this chapter, violations of this chapter are punishable as set forth in subsections 1-6.1 through 1-6.6.

d. Violation of any provision of this chapter shall be a misdemeanor.

e. The City Manager or the City Manager's designee(s) shall have the authority to enforce the provisions of this chapter. This authority shall be in addition to the authority granted law enforcement officers pursuant to this Code. "

SECTION 3. CEQA Exemption. That the adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the enhanced solid waste regulations will not have a significant effect on the environment. In addition, the new requirements that strengthen requirements for the handling of solid waste represent actions by a regulatory agency (the City) for the protection of the environment, and thus are exempt from CEQA pursuant to State CEQA Guidelines Section 15308 (actions by regulatory agencies for the protection of the environment).

SECTION 4. Severability. That should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

SECTION 5. Effective Date. That this Ordinance shall take effect 30 days from and after the date of its adoption.

SECTION 6. Duration. That this Ordinance shall remain in effect until it is superseded by another Ordinance adopted by the City Council.

SECTION 7. Filing Copy of Ordinance. That a copy of this Ordinance shall be filed in the office of the City Clerk.

SECTION 8. Publication of Ordinance. That the City Clerk shall cause this Ordinance or a summary of this Ordinance to be published in accordance with the City of Compton Charter.

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

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2019.

That said Ordinance 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

June 25, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON INCREASING RATES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES, MAKING A DETERMINATION OF EXEMPTION FROM CEQA IN CONNECTION THEREWITH, AND TAKING CERTAIN RELATED ACTIONS

SUMMARY

The attached ordinance request the City Council to approve increases to the rates for the solid waste charges.

BACKGROUND

On April 23, 2019, the City Council adopted Resolution 25,008 (i) declaring the Council's intent to amend the City's existing solid waste franchise agreement, approve increases to the solid waste rates, amend Chapter XXI of the Compton Municipal Code, collect solid waste charges for single-family residential properties that do not receive water service from the City on the fiscal year 2019-20 County tax roll, and make a finding that the foregoing actions are exempt from CEQA; (ii) setting a public hearing on June 18, 2019; and (iii) and taking related actions, including approving procedures for conducting the public hearing, directing staff to prepare a written report in connection with the tax roll billing, and directing staff to provide notice of the public hearing. The public hearing procedures and written report are on file in the office of the City Clerk.

The City published Resolution No. 25,008. In addition, in accordance with the requirements of Proposition 218 (which added Article XIII D to the California Constitution), the City mailed notice of the public hearing to property owners and customers at least 45 days prior to the date of the public hearing and in accordance with Health and Safety Code Section 5473.1, the City published notice of the public hearing once a week for two successive weeks prior to the public hearing. The notices set forth the proposed rate increases and information regarding the collection of charges for single-family properties that do not receive water service from the City on the County tax roll for fiscal year 2019-20.

STATEMENT OF THE ISSUE

In 2010, the City entered into an exclusive solid waste franchise agreement with Pacific Coast Waste & Recycling, LLC, which was amended and restated in 2012. The agreement was assigned to Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. ("Republic"), in 2013. The term of the franchise agreement will expire on September 30, 2022.

California's mandatory commercial recycling law (California Public Resources Code Sections 42649-42649.7 and Title 14 of the California Code of Regulations Sections 18835-18839) ("MCR law") and mandatory organics recycling law (California Public Resources Code Sections 42649.8-42649.87) ("MOR law") require the City to implement a commercial solid waste recycling program and an organic waste recycling program that meet certain requirements.

Pursuant to the MCR law, public entities and businesses that generate four cubic yards or more of solid waste per week and multi-family complexes of five or more units, regardless of the amount of solid waste they generate, must arrange for recycling services. Pursuant to the MOR law, public entities, multi-family complexes of five or more units, and businesses that generate four cubic yards or more of commercial solid waste per week must arrange for recycling services specifically for organic waste. The City must implement commercial solid waste and organic waste recycling programs designed to divert commercial solid waste and organic waste in accordance with the MCR and MOR laws. The programs must include identification of businesses and multi-family complexes subject to the MCR and MOR laws, and notification, monitoring, education, outreach and enforcement actions. The City is also required to report periodically to CalRecyle on its progress in implementing its MCR and MOR programs.

In order to establish and implement suitable MCR and MOR programs and address other solid waste issues, including increasing the solid waste rates, staff recommends that the City Council hold a public hearing and adopt the attached ordinances and resolution to accomplish the actions described below.

Increase the solid waste charges.

The City Council will consider the proposed rate increases at the public hearing in accordance with the requirements of Article XIII D of the California Constitution (which was added by Proposition 218). Article XIII D requires that revenues to be derived from the solid waste charges must not exceed the funds required to provide solid waste and recyclable materials handling services; such revenues must not be used for any purpose other than to provide the solid waste services; the amount of the charge imposed upon any parcel must not exceed the proportional cost of the solid waste service attributable to the parcel; the charge must not be imposed upon a parcel unless the solid waste service is actually used by, or immediately available to, the owner of the parcel; and the charge must not be imposed for general governmental services where the service is available to the public at large in substantially the same manner as it is to property owners.

Republic has requested rate increases to the solid waste charges, effective July 1, 2019. HF&H Consultants, LLC has assisted the City in reviewing Republic's rate proposal. The proposed rate increases recommended by Staff and HF&H are set forth in the exhibit to the attached ordinance increasing the rates. Republic agrees with the proposed rate increases.

The proposed rate increases will compensate Republic for (i) increases in costs over last year for providing existing services, such as increased fuel prices, (ii) the cost of providing enhanced bulky items/clean-up services, and (iii) the cost of providing enhanced commercial solid waste and organic waste recycling programs. In addition, a proposed 1.5% rate increase, effective on or after August 1, 2019, will compensate Republic for taking over billing for multi-family accounts (with bin service) and commercial accounts, and temporary bin and roll off services. Single-family properties will not be subject to the rate increases for the recycling programs or Republic's billing costs. In addition to rate increases described above, automatic rate increases are proposed on July 1, 2020, July 1, 2021, and July 1, 2022, for all premises based on the increase in the Consumer Price Index (Water, Sewer and Trash) (not to exceed 3.5% in any year).

To increase the solid waste rates, the City Council will hold a public hearing in accordance with the requirements of Article XIII D of the California Constitution. Any owners of parcels subject to the proposed rate increases and any tenants of such parcels who are directly responsible for paying the charges may protest the proposed rate increases. At the public hearing, the City Council must hear and consider all objections and protests to the proposed increases. At the close of the public hearing, the City Council will determine whether a majority protest exists. A majority protest will exist if, at the end of the public hearing, written protests against the proposed rate increases have been submitted (and not withdrawn) by the owners of a majority of the parcels subject to the proposed increases or by tenants of such parcels who are directly responsible for paying the charges. One written protest per parcel shall be counted in determining the existence of a majority protest. The City Council cannot adopt the proposed increases if a majority protest exists. In the absence of a majority protest, the City Council may adopt the attached ordinance increasing the solid waste rates.

Other proposed amendments to the existing franchise agreement include providing for Republic to take over the billing for commercial accounts and multi-family accounts (with bin service) on or after August 1st, with the City to undertake proceedings annually to collect delinquent commercial and multi-family accounts on the County property tax roll commencing in fiscal year 2020-21. In addition, the amended franchise agreement includes provisions for the City to make installment payments to Republic, in the total amount of $1,600,000, over the remaining term of the franchise agreement, to compensate Republic for lost revenues in connection with past solid waste billing issues, including undercharges to customers.

CEQA

City staff has evaluated the actions described above to determine whether they will have a significant effect on the environment. Staff has determined that the actions are exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in the proposed amended franchise agreement and in Chapter XXI of the Compton Municipal Code, as proposed to be amended, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling

of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment. In addition, pursuant to State CEQA Guidelines Section 15378(b)(4), the creation of funding mechanisms and other fiscal activities which do not involve commitments to a specific project that could have significant physical impacts on the environment are not projects subject to CEQA.

FISCAL IMPACT

As described in this Staff Report, Republic has requested rate increases to the solid waste charges. If the higher rates generate higher revenues for Republic, there will be an increase in the City's franchise fee revenues. As described in this Staff Report, the amended franchise agreement includes a payment to Republic in the total amount of $1,600,000, payable in installments over the term of the franchise agreement, to compensate Republic for lost revenues in connection with past solid waste billing issues, including undercharges to customers.

RECOMMENDATION

Staff request City Council to approve the attached Ordinance.

CECIL W. RHAMBO, JR.
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON INCREASING RATES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES, MAKING A DETERMINATION OF EXEMPTION FROM CEQA IN CONNECTION THEREWITH, AND TAKING CERTAIN RELATED ACTIONS

WHEREAS, in accordance with the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 *et seq*.) ("Act"), the City must implement its Source Reduction and Recycling Element in order to maintain the diversion of 50% of solid waste collected in the City from landfill disposal through source reduction, recycling, and composting; and

WHEREAS, Chapter XXI of the Compton Municipal Code (Integrated Waste Management) ("Chapter XXI") establishes standards for the collection, transportation, recycling, processing and disposal of solid waste ("services") and provides for the awarding of franchise agreements and the levy of charges for such services; and

WHEREAS, pursuant to California Health and Safety Code Section 5471, *et seq*. and Chapter XXI any of the charges (plus any interest or penalties) may be collected on the County of Los Angeles Property Tax Roll ("Tax Roll"), the water bill for the premises, or by separate bill of the City or the City's authorized hauler, and the City intends to include the charges for single-family residential properties that do not receive water service from the City on the Tax Roll for fiscal year 2019-20; and

WHEREAS, pursuant to Section 1501 of the Compton City Charter, California Public Resources Code Sections 40059(a)(2), 49300, and 49500-49524, and Section 21-1.3 of the Compton Municipal Code, the City and Pacific Coast Waste & Recycling, LLC ("Pacific") previously entered into that certain Agreement for Integrated Solid Waste Management Services, dated on or about May 17, 2010, providing an exclusive franchise to Pacific to perform services within the City, and the agreement was amended and restated on or about October 1, 2012, for among other purposes, to extend its term to September 30, 2022, and was assigned to Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. ("Republic"), in 2013 ("Existing Agreement"); and

WHEREAS, in furtherance of meeting the requirements of California's mandatory commercial recycling law (California Public Resources Code Sections 42649-42649.7 and Title 14 of the California Code of Regulations Sections 18835-18839) ("MCR law") and California's mandatory organics recycling law (California Public Resources Code Sections 42649.8-42649.87 ("MOR law"), the City Council proposes to amend Chapter XXI to require, with certain exceptions, that public entities and businesses that generate four cubic yards or more of solid waste per week and multi-family dwellings of four or more units, regardless of the amount of solid waste they generate source separate recyclable materials from other solid waste and make arrangements with the City's authorized hauler for the collection of recyclable materials and that public entities, multi-family dwellings of four or more units, and businesses that generate four cubic yards or more of solid waste per week source separate organic waste from other solid waste and make arrangements with the City's authorized hauler for the collection of organic waste; and

WHEREAS, Republic has proposed additional and/or enhanced recycling programs to assist the City to comply with the MCR and MOR laws, and has also proposed additional and/or enhanced bulky waste/clean-up programs; and

WHEREAS, the City Council and Republic desire to amend the Existing Agreement, without extending its term, to set forth their agreements with respect to the recycling and bulky waste/clean-up programs and other matters, including modifying the method to calculate rate increases for increased costs due to inflation and providing for Republic to take over the billing for commercial premises and multi-family premises (with bin service) commencing on or after August 1, 2019 (with the City to undertake proceedings to collect delinquencies with respect to such billings on the Tax Roll commencing in fiscal year 2020-21); and

WHEREAS, in order to compensate Republic for the cost of providing solid waste and recyclable materials handling services, including providing the recycling programs and enhanced bulky waste pick-up service and taking over partial billing responsibility as described above, Republic has requested the City Council to increase the rates for solid waste charges as shown on Exhibit A, attached hereto; and

WHEREAS, on April 23, 2019, the City Council adopted Resolution No. 25,008 entitled, A Resolution of the City Council of the City of Compton (i) Declaring its Intention to Amend the City's Existing Agreement for Integrated Solid Waste Management Services, Approve Increases to the Solid Waste Rates, Amend Chapter XXI of the Compton Municipal Code (Integrated Waste Management), Collect Solid Waste Charges for Certain Single-Family Residential Properties On the 2019-20 County Tax Roll, and Make a Finding that the Foregoing Actions Are Exempt From the California Environmental Quality Act; (ii) Setting a Public Hearing; and (iii) Taking Related Actions; and

WHEREAS, the City Council set June 18, 2019, as the date of a public hearing to consider the proposed rate increases; and

WHEREAS, the City Clerk provided notice of the time and place of the public hearing in accordance with law; and

WHEREAS, the City Council has held a full and fair public hearing on the proposed rate increases where all interested persons were afforded the opportunity to hear and be heard thereon, and the City Council considered all objections and protests thereto.

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

SECTION 1. Recitals. That each of the above recitals is true and correct and is adopted by the City Council.

SECTION 2. **No Majority Protest.** That written protests with respect to the proposed rate increases have not been presented by a majority of owners of the parcels subject to the proposed rate increases or tenants of such parcels directly responsible for the payment of the charges, and therefore no majority protest exists. All protests and objections to the proposed rate increases are hereby overruled.

SECTION 3. Rates. That the City Council hereby approves and adopts the rates, in the amounts not to exceed the amounts set forth in Exhibit A, attached hereto and incorporated herein by reference, and on the effective dates set forth in Exhibit A.

SECTION 4. Necessary Actions. That the City Manager or his designee, are hereby authorized jointly and severally, to execute and deliver any and all necessary documents and instruments, and to do all things which they may deem necessary or proper to effectuate the purposes of this Ordinance, and any such actions previously taken are hereby ratified and confirmed.

SECTION 5. CEQA Exemption. That the adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the enhanced solid waste regulations will not have a significant effect on the environment. In addition, the new requirements that strengthen requirements for the handling of solid waste represent actions by a regulatory agency (the City) for the protection of the environment, and thus are exempt from CEQA pursuant to State CEQA Guidelines Section 15308 (actions by regulatory agencies for the protection of the environment). In addition, pursuant to State CEQA Guidelines Section 15378(b)(4), the creation of funding mechanisms and other fiscal activities which do not involve commitments to a specific project that could have significant physical impacts on the environment are not projects subject to CEQA.

SECTION 6. Severability. That should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

SECTION 7. Effective Date. That this Ordinance shall take effect 30 days from and after the date of its adoption.

SECTION 8. Duration. That this Ordinance shall remain in effect until it is superseded by another Ordinance adopted by the City Council.

SECTION 9. Filing Copy of Ordinance. That a copy of this Ordinance shall be filed in the office of the City Clerk.

SECTION 10. Publication of Ordinance. That the City Clerk shall cause this Ordinance or a summary of this Ordinance to be published in accordance with the City of Compton Charter.

SECTION 11. Signature and Attestation. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance.

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2019.

That said Ordinance 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

EXHIBIT A

CITY OF COMPTON - PROPOSED INCREASES TO CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES

EXHIBIT A
CITY OF COMPTON - PROPOSED INCREASES TO CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES

MONTHLY RATES			
	Current	Proposed*	
2 Cubic Yard - Multi-Family & Commercial	**7/1/2018**	**7/1/2019**	**8/1/2019****
2 cyd 1 X per week	$148.71	$171.15	$173.38
2 cyd 2 X per week	$217.79	$250.65	$253.92
2 cyd 3 X per week	$271.06	$311.96	$316.03
2 cyd 4 X per week	$336.92	$387.76	$392.82
2 cyd 5 X per week	$387.14	$445.56	$451.37
2 cyd 6 X per week	$455.83	$524.61	$531.45
3 Cubic Yard - Multi-Family & Commercial			
3 cyd 1 X per week	$180.05	$207.22	$209.92
3 cyd 2 X per week	$261.68	$301.17	$305.09
3 cyd 3 X per week	$336.97	$387.82	$392.82
3 cyd 4 X per week	$405.97	$467.23	$473.32
3 cyd 5 X per week	$468.70	$539.43	$546.46
3 cyd 6 X per week	$547.16	$629.73	$637.93
4 Cubic Yard - Multi-Family & Commercial			
4 cyd 1 X per week	$223.00	$256.65	$260.00
4 cyd 2 X per week	$310.87	$357.78	$362.44
4 cyd 3 X per week	$401.86	$462.50	$468.53
4 cyd 4 X per week	$477.19	$549.20	$556.36
4 cyd 5 X per week	$552.43	$635.79	$644.08
4 cyd 6 X per week	$703.74	$809.93	$820.49

MONTHLY RATES			
	Current	Proposed*	
6 Cubic Yard - Multi-Family & Commercial	**7/1/2018**	**7/1/2019**	**8/1/2019****
6 cyd 1 X per week	$295.19	$339.73	$344.16
6 cyd 2 X per week	$412.32	$474.54	$480.72
6 cyd 3 X per week	$514.78	$592.46	$600.18
6 cyd 4 X per week	$615.21	$708.05	$717.27
6 cyd 5 X per week	$712.48	$819.99	$830.68
6 cyd 6 X per week	$837.99	$964.44	$977.01
96 Gallon - Commercial			
96 Gallon 1X per week	$37.63	$43.31	$43.87
96 Gallon 2X per week	$47.07	$54.17	$54.88
96 Gallon 3X per week	$69.00	$79.41	$80.45
96 Gallon 4X per week	$87.60	$100.82	$102.13
96 Gallon 5X per week	$106.64	$122.73	$124.33
96 Gallon 6X per week	$116.07	$133.58	$135.33
Other / Roll-Offs Multi-Family & Commercial			
Tilt Hoppers per pick up	$86.95	$100.07	$101.38
2 & 3 cyd extra pick up	$52.52	$60.45	$61.23
4 & 6 cyd extra pick up	$56.02	$64.47	$65.31
Locking Lids 1 X per week	$8.74	$10.06	$10.19
Locking Lids 2 X per week	$14.02	$16.14	$16.35
Locking Lids 3X per week	$19.26	$22.17	$22.46

* **Future Automatic Rate Increases Effective on July 1, 2020, July 1, 2021, and July 1, 2022.** All of the rates will be increased automatically on July 1, 2020, July 1, 2021, and July 1, 2022. Each rate increase shall be an amount that is equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services, Series ID #CUSR0000SEHG for the twelve month period ending in April prior to the July 1 rate increase date, but not to exceed 3.5% in any year.

** Rate increase will take effect on 8/1 or 9/1, depending on when Republic commences billing.

EXHIBIT A
CITY OF COMPTON - PROPOSED INCREASES TO CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES

MONTHLY RATES

	Current	Proposed*	
Other / Roll-Offs - Multi-Family & Commercial	**7/1/2018**	**7/1/2019**	**8/1/2019****
Locking Lids 4X per week	$24.50	$28.20	$28.56
Locking Lids 5X per week	$29.77	$34.26	$34.71
Locking Lids 6X per week	$35.01	$40.29	$40.82
Scout/push service	$21.00	$24.17	$24.48
10 - 40 cyd roll-off	$355.77	$409.46	$414.79
Plus tonnage per ton	$78.21	$90.01	$91.19
20 Yard green waste (3 ton limit)	$265.72	$305.82	$309.80
40 Yard green waste (6 ton limit)	$460.60	$530.10	$537.01
Multi-Family With Cart Service and Single-Family***			
3 carts	$23.32****	24.37****	Not applicable (N/A)
Additional 64 gal. recycling	$8.74	$9.13	N/A
Additional 64 gal. green waste	$10.51	$10.98	N/A
Additional 95 gal. trash	$17.50	$18.29	N/A
Go back fee per occurrence	$10.51	$10.98	N/A
Extra pick up	$13.12	$13.71	N/A
Temporary party rental per occasion	$26.28	$27.46	N/A

SINGLE-FAMILY, MULTI-FAMILY, & COMMERCIAL OPTIONAL/TEMPORARY SERVICES RATES

	Current	Proposed*	
Temporary Roll-Off Services	**7/1/2018**	**7/1/2019**	**8/1/2019****
10-40 cyd temporary roll-off (5 ton limit)	$640.65	$669.48	$679.09
Overweight per ton	$78.21	$81.73	$82.90
Temporary Bin Services			
Temporary 4 yard bin	$183.18	$191.42	$194.17
4 yard temporary extra per pick up	$56.02	$58.54	$59.38
Bulky Items			
Additional bulk single pick up (per item in excess of six items)	$7.01	$7.33	N/A
Additional bulk up to six items (each occurrence beyond once per quarter)	$28.00	$29.26	N/A
Contamination Fee			
Contaminated recycling or organic bin per occurrence	N/A	$35.00	N/A

CITY ICMS RATES

	Current	Proposed*	
	7/1/18	**7/1/19**	
ICMS rate per pull-roll-off box	$222.02	$258.85	
ICMS rate per pull-street sweeping	$297.35	$346.68	
ICMS tonnage charge per ton	$56.26	$65.59	

* **Future Automatic Rate Increases Effective on July 1, 2020, July 1, 2021, and July 1, 2022.** All of the rates will be increased automatically on July 1, 2020, July 1, 2021, and July 1, 2022. Each rate increase shall be an amount that is equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services, Series ID #CUSR0000SEHG for the twelve month period ending in April prior to the July 1 rate increase date, but not to exceed 3.5% in any year.

** Rate increase will take effect on 8/1 or 9/1, depending on when Republic commences billing.

*** A single-family dwelling is a dwelling unit in a building or lot containing three or less units.

**** The rates are per dwelling unit.

June 25, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020

SUMMARY

The Fiscal Year 2019/2020 Proposed Budget for the City of Compton is hereby transmitted to the City Council for review and adoption. The estimated revenues have been supplied by the City Controller. Available "special fund" fund balances and "enterprise fund" retained earnings *(from prior year surplus revenue/income)* available to "balance the budget" have been included. The projected expenditures recommended by the City Manager are in balance with the Controller's estimated revenue. The City Manager, and City Controller, along with all the Budget Team members, have worked diligently to balance this proposed Budget. The extraordinary sacrifices of these City employees, working late nights and long weekends, cannot be overstated. Our special appreciation is extended to each member of our Budget Team. Triphenia Simmons, Budget Officer, merits specific commendation for excellence in achieving three "balanced Budgets" successively from 2017-18, 2018-19 and 2019-20. This balanced budget is recommended to the Mayor & City Council for approval.

BACKGROUND

The Compton City Charter, Section 1407, requires that City Manager present an Annual Budget for adoption by City Council on or before June 30, 2019. Multiple Public Hearings (June 18, 2019 and June 25, 2019) are scheduled to discuss the proposed Fiscal Year 2019-20 Budget. The June 18, 2019 Public Hearing on the Budget was continued to June 25, 2019. Three City Council Budget Workshop discussions were scheduled on the City Council Agenda and held on June 11, 2019, June 18, 2019, and June 25, 2019. Additionally, five District Town Hall Meetings have been conducted on the following dates:

- Mayor's All Districts Citywide Budget Town Hall Meeting: May 28, 2018 at Dollarhide Community Center and Facebook Live;
- City Council District 2 Budget Town Hall Meeting: May 29, 2019 at Lueders Park;
- City Council District 3 Budget Town Hall Meeting: May 30, 2019 at Burrell-McDonald Park;
- City Council District 4 Budget Town Hall Meeting: June 8, 2019 at Kelly Park;
- City Council District 1 Budget Town Hall Meeting: June 12, 2019 at Gonzales Park.

STATEMENT OF THE ISSUE:

The City organizes the Annual Budget by Fund and by Department. The Citywide Fiscal Year 2019-20 Proposed Budget, which includes combined (all) Funds and Departments, totals **$211,943,516.** Expenditures are offset by City-wide revenues, Special Funds Fund Balance and Enterprise Funds Retained Earnings totaling **$211,943,516.** The City-wide budget includes the General Fund. The General Fund, which includes the Measure "P" 1% Sales Tax, is the fund which provides for most of the typical public services which Compton citizens rely on; such as Law Enforcement, Fire Protection, Parks, Recreation, Street Repair and General City Administration. The General Fund Budget equals: **$57,714,194**. Measure P General Fund Resources equal: **$11,566,185**. All General Fund Resources *(inclusive of Measure P)* equal: **$69,280,379.**

NEW WASTE MANAGEMENT & RECYCLING DEPARTMENT

The Budget includes the proposal to add a new Waste Management & Recycling Department. This organizational change is responsive to the State requirement that Compton operate a mandatory recycling program for commercial and industrial waste. Compton's residential recycling program conforms to current State requirements. However, there is an additional "Organics Waste" recycling requirement that involves all waste streams in 2019-20. Finally, there will be an expanded "Bulky Waste" program that that will include several new bulky waste initiatives. An enabling ordinance will be proposed in July to implement this Department.

The FY 2018/19 Proposed Budget advances the priorities of the Mayor and Council, and serves as the financial blueprint for the next fiscal year.

Quarterly Budget Review, Reporting & Compliance

Ongoing monitoring of revenue and expenditures will result in Quarterly Budget review and appropriate adjustments. The City Manager and City Controller intend to conduct a "Mid-year" Budget Review and Workshops with the City Council updating revenue estimates and expenditures. These reviews will be intensive opportunities for citizens, stakeholders, department managers and management to confer and update the Mayor & City Council.

This Proposed Budget implements many of the State Controller's recommendations: Internal controls, accountability, enhanced on-going Budget monitoring, and accountability positions are included to strengthen the City Controller's Office, as well as the implementation of Central Purchasing.

Due to the need for greater program monitoring and compliance review of the eligible uses of intergovernmental Funds, a Program & Compliance Manager is provided in the Public Works Department.

MEASURE P & Capital Improvement Plans.

Funding for Measure P financed activities are included in the Budget. 2019-20 expenditures under the proposed ***Five Year Capital Improvement Plan are included in the Budget***. **$11,566,185** are included for Measure P expenditures within this Proposed 2019-20 Budget.

FINANCIAL IMPACT

	PROPOSED BUDGET FY 2019-2020
CITYWIDE BUDGET	
TOTAL EXPENSES	**$211,943,516**
REVENUES & Prior Year Fund Balance/Retained Earnings	$**211,943,516**
GENERAL FUND – PRIOR YEAR RESERVES	**$ 0**
TOTAL COMBINED FUNDS BUDGET	**$211,943,516**
TOTAL GENERAL FUND BUDGET	
EXPENSES	**$ 57,714,194**
REVENUES	$ **57,714,194**
TOTAL GENERAL FUND	**$ 57,714,194**

RECOMMENDATION

Staff recommends that the Council accept the proposed 2019/20 City of Compton Budget for public comments, revisions and adoption. Alternatively, Mayor and City Council may adopt the attached Resolution extending 2018/19 spending levels for the first 31 days in July 2019.

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020

WHEREAS, the Compton City Charter Section 1407 requires that an annual Budget be presented and adopted by City Council on or before June 30th; and

WHEREAS, The Compton City Charter, Section 1407, requires that City Manager present an Annual Budget for adoption by City Council on or before June 30, 2019. Multiple Public Hearings (June 18, 2019 and June 25, 2019) are scheduled to discuss the proposed Fiscal Year 2019-20 Budget. The June 18, 2019 Public Hearing on the Budget was continued to June 25, 2019. Three City Council Budget Workshop discussions were scheduled on the City Council Agenda and held on June 11, 2019, June 18, 2019, and June 25, 2019. Additionally, five District Town Hall Meetings have been conducted on the following dates:

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- City Council District 3 Budget Town Hall Meeting: May 30, 2019 at Burrell-McDonald Park;
- City Council District 4 Budget Town Hall Meeting: June 8, 2019 at Kelly Park;
- City Council District 1 Budget Town Hall Meeting: June 12, 2019 at Gonzales Park.

WHEREAS, the City Council has fixed the time and place for holding a public Hearings on the proposed 2019-2020 Fiscal Year Budget and has caused notice of said Hearings to be published and the proposed 2019-2020 Fiscal Year Budget has been available for inspection at the City Clerk's Office consistent with Compton City Charter, Section 1405; and

WHEREAS, following notice duly given, the City Council held Public Hearings on June 18, 2019, and June 25, 2019, regarding adoption of the Budget for Fiscal Year 2019-20 and considered all information, documents and comments presented.

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

SECTION 1. That the proposed Fiscal Year 2019-20 Annual Budget of the City of Compton, as set forth in the proposed Annual Budget document, including amendments, approved by the City Council as reflected in this meeting's minutes, is hereby adopted pursuant to Section 1407 of the Compton City Charter and made effective July 1, 2019.

SECTION 2. That a certified copy of this Resolution, along with this meeting's approved minutes evidencing City Council adopted amendments, if any, shall be attached to the Fiscal Year 2019-20 Annual Budget and the same shall be filed with the City Manager, City Controller and City Treasurer and that a copy of said Resolution and Annual Budget shall be placed and shall remain on file in the office of the City Clerk.

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

ADOPTED this _____ day of _____, 2019.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, 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 _____, 2019.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

June 25, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A CONTINUING RESOLUTION BY EXTENDING THE FISCAL YEAR 2018-2019 BUDGET THROUGH JULY 31, 2019

SUMMARY

The attached resolution allows the City Council to adopt a continuing resolution by extending the fiscal year 2018-2019 budget through July 31, 2019.

BACKGROUND

The Compton City Charter, Section 1407, requires that City Manager present an Annual Budget for adoption by City Council on or before June 30, 2019. Multiple Public Hearings (June 18, 2019 and June 25, 2019) are scheduled to discuss the proposed Fiscal Year 2019-20 Budget. The June 18, 2019 Public Hearing on the Budget was continued to June 25, 2019. Three City Council Budget Workshop discussions were scheduled on the City Council Agenda and held on June 11, 2019, June 18, 2019, and June 25, 2019. Additionally, five District Town Hall Meetings have been conducted on the following dates:

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STATEMENT OF THE ISSUE:

The City organizes the Annual Budget by Fund and by Department. The Citywide Fiscal Year 2019-20 Proposed Budget, which includes combined (all) Funds and Departments, totals **$211,943,516.** Expenditures are offset by City-wide revenues, Special Funds Fund Balance and Enterprise Funds Retained Earnings totaling **$211,943,516.** The City-wide budget includes the General Fund. The General Fund, which includes the Measure "P" 1% Sales Tax, is the fund which provides for most of the typical public services which Compton citizens rely on; such as Law Enforcement, Fire Protection, Parks, Recreation, Street Repair and General City Administration. The General Fund Budget equals:

$57,714,194. Measure P General Fund Resources equal: **$11,566,185**. All General Fund Resources *(inclusive of Measure P)* equal: **$69,280,379.**

NEW WASTE MANAGEMENT & RECYCLING DEPARTMENT

The Budget includes the proposal to add a new Waste Management & Recycling Department. This organizational change is responsive to the State requirement that Compton operate a mandatory recycling program for commercial and industrial waste. Compton's residential recycling program conforms to current State requirements. However, there is an additional "Organics Waste" recycling requirement that involves all waste streams in 2019-20. Finally, there will be an expanded "Bulky Waste" program that that will include several new bulky waste initiatives. An enabling ordinance will be proposed in July to implement this Department.

The FY 2018/19 Proposed Budget advances the priorities of the Mayor and Council, and serves as the financial blueprint for the next fiscal year.

Quarterly Budget Review, Reporting & Compliance

Ongoing monitoring of revenue and expenditures will result in Quarterly Budget review and appropriate adjustments. The City Manager and City Controller intend to conduct a "Mid-year" Budget Review and Workshops with the City Council updating revenue estimates and expenditures. These reviews will be intensive opportunities for citizens, stakeholders, department managers and management to confer and update the Mayor & City Council.

This Proposed Budget implements many of the State Controller's recommendations: Internal controls, accountability, enhanced on-going Budget monitoring, and accountability positions are included to strengthen the City Controller's Office, as well as the implementation of Central Purchasing.

Due to the need for greater program monitoring and compliance review of the eligible uses of intergovernmental Funds, a Program & Compliance Manager is provided in the Public Works Department.

MEASURE P & Capital Improvement Plans.

Funding for Measure P financed activities are included in the Budget. 2019-20 expenditures under the proposed ***Five Year Capital Improvement Plan are included in the Budget***. **$11,566,185** are included for Measure P expenditures within this Proposed 2019-20 Budget.

FINANCIAL IMPACT

	PROPOSED BUDGET FY 2019-2020
CITYWIDE BUDGET	
TOTAL EXPENSES	**$211,943,516**
REVENUES & Prior Year Fund Balance/Retained Earnings	$**211,943,516**
GENERAL FUND – PRIOR YEAR RESERVES	**$ 0**
TOTAL COMBINED FUNDS BUDGET	**$211,943,516**
TOTAL GENERAL FUND BUDGET	
EXPENSES	**$ 57,714,194**
REVENUES	$ **57,714,194**
TOTAL GENERAL FUND	**$ 57,714,194**

However, if City Council desires to consider these changes past the June 30, 2019 deadline to adopt the new fiscal year budget, the attached resolution allows the City Council to adopt a continuing resolution by extending the fiscal year 2018-2019 budget through July 31, 2019.

RECOMMENDATION

Mayor and City Council may adopt the attached Resolution extending 2018/19 spending levels for the first 31 days in July 2019.

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A CONTINUING RESOLUTION BY EXTENDING THE FISCAL YEAR 2018-2019 BUDGET THROUGH JULY 31, 2019

WHEREAS, the Compton City Charter Section 1407 requires that an annual Budget be presented and adopted by City Council on or before June 30th; and

WHEREAS, The Compton City Charter, Section 1407, requires that City Manager present an Annual Budget for adoption by City Council on or before June 30, 2019. Multiple Public Hearings (June 18, 2019 and June 25, 2019) are scheduled to discuss the proposed Fiscal Year 2019-20 Budget. The June 18, 2019 Public Hearing on the Budget was continued to June 25, 2019. Three City Council Budget Workshop discussions were scheduled on the City Council Agenda and held on June 11, 2019, June 18, 2019, and June 25, 2019. Additionally, five District Town Hall Meetings have been conducted on the following dates:

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- City Council District 1 Budget Town Hall Meeting: June 12, 2019 at Gonzales Park.

WHEREAS, the City Council has fixed the time and place for holding a public Hearings on the proposed 2019-2020 Fiscal Year Budget and has caused notice of said Hearings to be published and the proposed 2019-2020 Fiscal Year Budget has been available for inspection at the City Clerk's Office consistent with Compton City Charter, Section 1405; and

WHEREAS, following notice duly given, the City Council held Public Hearings on June 18, 2019, and June 25, 2019, regarding adoption of the Budget for Fiscal Year 2019-20 and considered all information, documents and comments presented; and

WHEREAS, the Mayor and City Council desire to extend the existing 2018-19 Fiscal Year Budget for up to thirty-one additional days.

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

SECTION 1. That the proposed Fiscal Year 2019-20 Annual Budget of the City of Compton, shall be at the prior approved levels of the 2018-19 Fiscal Year Budget for up to thirty-one (31) additional days, effective July 1- July 31, 2019.

SECTION 2. That a certified copy of this Resolution shall be filed with the City Manager, City Controller, City Treasurer, City Attorney and shall remain on file in the office of the City Clerk.

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

ADOPTED this ___ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, 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 _____, 2019.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

June 25, 2019

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

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON JUNE 4, 2019**

SUMMARY

The attached Resolution declares the results of the General Municipal Election held on June 4, 2019.

BACKGROUND

Section 700 of the City Charter requires the Compton City Clerk to have charge of all City elections.

The General Municipal Election was held and conducted in the City of Compton, California, on Tuesday, June 4, 2019, as required by the City Charter.

Notice of the election was given by the Compton City Clerk in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Election Code of the State of California for the holding of election in charter cities.

The County Election Department assisted the Compton City Clerk in canvassing the returns of the election and now has certified the results to this City Council, the results are received, attached and made a part hereof as Exhibit "A".

The whole number of ballots cast in the City at the General Municipal Election was **4155**. That **Michelle Chambers** received **67.32** percent of the votes and deemed elected to the Office of City Council, District No. 1 and that **Emma Sharif** received **54.32** percent of the votes and deemed elected to the Office of City Council, District No. 4.

The City Clerk is required to insert in the minutes of the meeting of the City Council a statement of the results of the Election.

FISCAL IMPACT

The Cost of the Election has not been determined. A total of $358,228.00 has been encumbered from the 2018-2019 elections account.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

ALITA L. GODWIN, MMC
CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON JUNE 4, 2019

WHEREAS, section 700 of the City Charter requires the Compton City Clerk to have charge of all City elections; and

WHEREAS, a General Municipal Election was held and conducted in the City of Compton, California, on Tuesday, June 4, 2019, as required by law; and

WHEREAS, notice of the election was given by the Compton City Clerk in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Election Code of the State of California for the holding of elections in charter cities; and

WHEREAS, the County Election Department assisted the Compton City Clerk in canvassing the returns of the election and now has certified the results to this City Council, the results are received, attached and made a part hereof as Exhibit "A".

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

SECTION 1. That the whole number of ballots cast in the precincts except vote by mail voter ballots and provisional ballots was **1865**.

That the whole number of vote by mail and provisional ballots cast in the City was **2290**, making a total of **4155** ballots cast in the City.

SECTION 2. That the names of persons voted for at the election for Member of the City Council District Number 1 are as follows:

Michelle Chambers
Janna Zurita

That the names of persons voted for at the election for Member of the City Council District Number 4 are as follows:

Emma Sharif
Justin Blakely

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are listed in Exhibit "A" attached.

SECTION 4. The City Council does declare and determine that **Michelle Chambers** was elected as Member of City Council for District Number 1, for the full term of 4 (four) years and; that **Emma Sharif** was elected as Member of City Council for District Number 4 for a full term of 4 (four) years.

SECTION 5. The City Clerk shall enter in the records of the City Council of the City, a statement of the results of the election, showing:

1. The whole number of ballots cast in the City;
2. The names of the persons voted for;
3. For what office each person was voted for;
4. The number of votes given at each precinct to each person;
5. The total number of votes given to each person.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

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

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing resolution was duly 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 _____, 2019.

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

EXHIBT A

FINAL OFFICIAL STATEMENT OF VOTES CAST AND THE CANVASS OF THE ELECTION RETURNS

DEAN C. LOGAN
Registrar-Recorder/County Clerk

June 21, 2019

Ms. Alita Godwin, City Clerk
City of Compton
205 South Willowbrook Avenue
Compton, California 90220

Dear Ms. Godwin:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of Compton General Municipal Election consolidated with the Municipal and Special Elections held on June 4, 2019.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

TIMMY DANG, Head
Election Planning Section

Enclosures
Official Canvass Certificate
Official Statement of Votes Cast

J:2019EF.Municipal&SpecialElec.June2019.CanvassCert.CityLetter

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Compton City

at the Municipal and Special Elections, held on the 4th day of June, 2019.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 21st day of June, 2019.

REGISTRAR-RECORDER/COUNTY CLERK
COUNTY OF LOS ANGELES - CALIFORNIA

Dean C Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

CITY OF COMPTON GEN MUNI
COUNCILMEMBER 1ST DIST

LOCATION	REGIST-RATION	BALLOTS CAST	MICHELLE CHAMBERS	JANNA ZURITA
COMPTON - 1450003A	2217	169	131	33
VOTE BY MAIL SERIAL 0044	0	218	129	88
TOTAL	2217	387	260	121
COMPTON - 1450015A	2905	228	175	50
VOTE BY MAIL SERIAL 0048	0	292	124	165
TOTAL	2905	520	299	215
COMPTON - 1450024A	2708	317	237	60
VOTE BY MAIL SERIAL 0051	0	347	235	109
TOTAL	2708	664	472	169
COMPTON - 1450027A	2078	178	160	16
VOTE BY MAIL SERIAL 0052	0	174	128	44
TOTAL	2078	352	288	60
COMPTON - 1450030A	1049	99	86	12
VOTE BY MAIL SERIAL 0053	0	162	55	107
TOTAL	1049	261	141	119
COMPTON - 1450033A	1587	90	68	19
VOTE BY MAIL SERIAL 0054	0	122	56	66
TOTAL	1587	212	124	85

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

CITY OF COMPTON GEN MUNI
COUNCILMEMBER 1ST DIST

LOCATION	REGIST-RATION	BALLOTS CAST	MICHELLE CHAMBERS	JANNA ZURITA
PRECINCT TOTAL	12544	1081	857	190
VBM TOTAL	0	1315	727	579
GROUP TOTAL	0	0	0	0
GRAND TOTAL	12544	2396	1584	769

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

CITY OF COMPTON GEN MUNI
COUNCILMEMBER 4TH DIST

LOCATION	REGIST-RATION	BALLOTS CAST	EMMA SHARIF	JUSTIN A BLAKELY
COMPTON - 1450004A	2002	142	73	61
VOTE BY MAIL SERIAL 0045	0	186	94	90
TOTAL	2002	328	167	151
COMPTON - 1450005A	1541	157	107	48
VOTE BY MAIL SERIAL 0046	0	138	73	65
TOTAL	1541	295	180	113
COMPTON - 1450007B	1270	58	28	30
VOTE BY MAIL SERIAL 0047	0	88	25	62
TOTAL	1270	146	53	92
COMPTON - 1450018A	2061	132	69	58
VOTE BY MAIL SERIAL 0049	0	143	46	97
TOTAL	2061	275	115	155
COMPTON - 1450020A	1799	170	120	48
VOTE BY MAIL SERIAL 0050	0	205	136	67
TOTAL	1799	375	256	115
COMPTON - 1450062A	1203	53	33	20
VOTE BY MAIL SERIAL 0055	0	107	40	67
TOTAL	1203	160	73	87
COMPTON - 1450132A	1550	72	52	19
VOTE BY MAIL SERIAL 0056	0	108	47	61
TOTAL	1550	180	99	80

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

LOCATION	REGIST-RATION	BALLOTS CAST	CITY OF COMPTON GEN MUNI COUNCILMEMBER 4TH DIST EMMA SHARIF	JUSTIN A BLAKELY
PRECINCT TOTAL	11426	784	482	284
VBM TOTAL	0	975	461	509
GROUP TOTAL	0	0	0	0
GRAND TOTAL	11426	1759	943	793

June 25, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENT'S 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SOUTH COAST EMERGENCY VEHICLE SERVICE FOR THE MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS ($30,000.00)

SUMMARY

The adoption of the attached Resolution will amend the Fire Department's 2018-2019 Fiscal Year budget to transfer funds between accounts and authorize the City Manager to issue a purchase order in the amount of Thirty Thousand Dollars and Zero Cents ($30,000.00) to South Coast Emergency Vehicle Service for the additional maintenance and repair services of the Fire Department's emergency apparatus.

BACKGROUND

The City of Compton's ("City") fire engines were purchased in 2005 and due to the high volume of emergency responses as well as the conditions of the City streets, the cost of repairs are increasing.

Annual apparatus maintenance and repair for the Compton Fire Department's ("Department") emergency vehicles are essential for the safe and efficient emergency response and operation. The Department performs routine apparatus and equipment inspections on all apparatus daily to ensure that preventive maintenance guidelines are adhered to and that there are no defects with reference to fire engine operations. Furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles.

Last year, the Department solicited and three (3) bids from the following vendors for maintenance and repair services at the listed hourly labor rates: (i) South Coast Emergency Vehicle Service ("South Coast") ($85.00/hour); (ii) William Kalvikov dba Fire Apparatus Solutions ($89.99/hour); and (iii) Southern California Fleet Services Inc. dba Southern California Fire Services, Inc. ($110.00/hour). The Department determined that South Coast was the lowest and most responsive to the needs of the Department.

STATEMENT OF ISSUE

On September 18, 2019, the City Council adopted Resolution No. 24,861 to approve the Department's use of South Coast, at a labor rate of $85.00 per hour, to perform the maintenance and repair of emergency fire apparatus and issued a purchase order in the amount of $85,000.00 to South Coast. On May 21, 2019, the City Council adopted Resolution No. 25,015 for the continued use of South Coast to perform maintenance and repair and issued an additional purchase order in the amount of $70,000.00 to South Coast. The Department has exhausted both of those purchase orders and is in need of another purchase order to pay for additional maintenance and repairs.

Staff is recommending that the Department continues to use South Coast for its maintenance and repair of emergency fire apparatus. The City has no vendor in the City boundaries that provide maintenance and repairs for emergency fire apparatus. City Council approval is needed because the expenditure is in excess of the $25,000.00 spending approval amount.

FISCAL IMPACT

The estimated cost for maintenance and repairs to the Department's emergency fire apparatus for the remainder of Fiscal Year 2018-2019 is Thirty Thousand Dollars and Zero Cents ($30,000.00). The Department's 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

From:	**Description**	**Amount**
1001-690-000-4269	Other Contract Services	$30,000.00
To:	**Description**	**Amount**
1001-690-000-4229	Automotive Repairs	$30,000.00

After the proposed transfer, the funds for this expenditure will be available in the Fire Department's 2018-2019 Fiscal Year budget in Account No. 1001-690-000-4229.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

RONERICK SIMPSON FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENT'S 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH SOUTH COAST EMERGENCY VEHICLE SERVICE FOR THE MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS ($30,000.00)

WHEREAS, the annual apparatus maintenance and repairs for the Compton Fire Department's ("Department") emergency vehicles are essential for the safe and efficient emergency response and operation; furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles; and

WHEREAS, the City's fire engines and trucks are experiencing a higher level of repairs and maintenance due to the high volume of emergency responses as well as the conditions of the City Streets in need of repair, the overall repair costs are increasing; and

WHEREAS, staff currently uses South Coast Emergency Vehicle Service (Pierce) for its maintenance and repair services for emergency fire apparatus, however, the Department has exhausted the current purchase order and is in need of an additional purchase order to pay for emergency repairs; and

WHEREAS, last year, the Department solicited and received three (3) bids from the following vendors for maintenance and repair services at the listed hourly labor rates: (i) South Coast Emergency Vehicle Service ("South Coast") ($85.00/hour); (ii) William Kalvikov dba Fire Apparatus Solutions ($89.00/hour); and (iii) Southern California Fleet Services Inc. dba Southern California Fire Services, Inc. ($110.00/hour). The Department determined that South Coast was the lowest and most responsive to the needs of the Department; and

WHEREAS, on September 18, 2018, the City Council adopted Resolution No. 24,861 to approve the Department's use of South Coast, at a labor rate of $85.00 per hour, to perform the maintenance and repair of emergency fire apparatus and issued a purchase order in the amount of $85,000.00 to South Coast. On May 21, 2019, the City Council adopted Resolution No. 25,015 for the continued use of South Coast to perform maintenance and repair and issued an additional purchase order in the amount of $70,000.00 to South Coast; and

WHEREAS, the Department has exhausted both of those purchase orders and is in need of an another purchase order to pay for additional maintenance and repairs; and

WHEREAS, Staff is recommending that the Department continues to use South Coast for its maintenance and repair of emergency fire apparatus. The City has no vendor in the City boundaries that provide maintenance and repairs for emergency fire apparatus; and

WHEREAS, the estimated cost for maintenance and repairs to the Department's emergency fire apparatus for the remainder of Fiscal Year 2018-2019 is Thirty Thousand Dollars and Zero Cents ($30,000.00); and

WHEREAS, Staff is requesting to amend the Department's 2018-2019 Fiscal Year budget to transfer funds between accounts as follows:

From:	**Description**	**Amount**
1001-690-000-4269	Other Contract Services	$30,000.00

To:	**Description**	**Amount**
1001-690-000-4229	Automotive Repairs	$30,000.00

WHEREAS, in order to amend the Department's 2018-2019 Fiscal Year budget to issue a purchase order to South Coast Emergency Vehicle Service in the amount of Thirty Thousand Dollars and Zero Cents ($30,000.00), City Council's authorization is required; and

WHEREAS, funds in the amount of Thirty Thousand Dollars and Zero Cents ($30,000.00) will be available for this expenditure in the Account No. 1001-690-000-429.

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

Section 1. That the Fire Departments 2018-2019 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

From:	**Description**	**Amount**
1001-690-000-4269	Other Contract Services	$30,000.00

To:	**Description**	**Amount**
1001-690-000-4229	Automotive Repairs	$30,000.00

Section 2. That the City Manager is hereby authorized to issue a purchase order in an amount of Thirty Thousand Dollars and Zero Cents ($30,000.00) to South Coast Emergency Vehicle Service to provide additional maintenance and repairs for the Department's emergency fire apparatus for the remainder of Fiscal Year 2018-2019.

Section 3. That the funds for this expenditure will be available in the Fire Department's 2018-2019 Fiscal Year budget in the following account:

Account No.	**Description**	**Amount**
1001-690-000-4229	Automotive Repairs	$30,000.00

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk and the Compton Fire Department.

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

ADOPTED this _____ day of _____, 2019

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 24,861

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SOUTH COAST EMERGENCY VEHICLE SERVICE FOR THE MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS ($85,000)

WHEREAS, the annual apparatus maintenance and repair for the Fire Department's ("Department") emergency vehicles are essential for safe and efficient emergency response and operation; furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles; and

WHEREAS, the City's fire engines and trucks are experiencing a higher level of repairs and maintenance due to the high volume of emergency responses and the City streets in need of repair, the overall repair costs are increasing; and

WHEREAS, Department staff solicited bids for the servicing of the Department's emergency apparatus during the remainder of Fiscal Year 2018-2019, with bids submitted by: South Coast Emergency Vehicle Service ($85.00 per hour), William Kalvikov dba Fire Apparatus Solutions ($89.00 per hour) and Southern California Fleet Services Inc. dba Southern California Fire Services, Inc. ($110.00 per hour); and

WHEREAS, staff reviewed the bids and determined that the bid submitted by South Coast was the lowest and most responsive to the needs of the Department; additionally, South Coast will be able to get the best price on needed parts as they are a direct supplier of parts for Pierce equipment – the Department's fleet of fire engines and trucks are manufactured by Pierce; and

WHEREAS, the estimated cost for maintenance and repair to the Department's emergency apparatus for the remainder of Fiscal Year 2018-2019 is Eighty Five Thousand Dollars ($85,000.00), which funds are available in the 2018-2019 Fiscal Year budget.

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

Section 1. That the bid submitted by South Coast Emergency Vehicle Service is hereby accepted and all other bids rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a service agreement with South Coast Emergency Vehicle Service for the maintenance and repair of Fire Department's emergency apparatus for the remainder of Fiscal Year 2018-2019.

Section 3. That a purchase order in the amount of Eighty Five Thousand Dollars ($85,000.00) is authorized to be established for South Coast Emergency Vehicle Service.

Section 4. That the funds for said purchase order shall come from the Fire Department's 2018-2019 Fiscal Year budget, Account No. 6000 69 0000 4229.

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 the Fire Department.

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

ADOPTED this 18th day of September, 2018.

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, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the 18th day of September,2018.

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

AYES: **COUNCIL MEMBERS-** Zurita,Galvan,McCoy,Sharif
NOES: **COUNCIL MEMBERS-** None
ABSTAIN: **COUNCIL MEMBERS-** None
ABSENT: **COUNCIL MEMBERS-** Brown

CITY CLERK OF THE CITY OF COMPTON

June 25, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO MOTOROLA SOLUTIONS FOR THE PURCHASE OF RADIOS (PORTABLE, MOBILE, STATION & CONSOLETTE) TO REPLACE THE FIRE DEPARTMENT'S CURRENT COMMUNICATION/RADIO SYSTEMS ($515,000)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to establish a purchase order in the amount of Five Hundred Fifteen Thousand Dollars and Zero Cents ($515,000.00) to Motorola Solutions for the purchase of radios (portable (40), mobile (25), station mobile (4) and consolette (1) units used by the Fire Department ("Department").

BACKGROUND

Project 25 (P25) is a suite of standards for digital mobile radio communications designed for use by public safety organizations in North America. P25 radios are a direct replacement for analog UHF (example FM) radios but add the ability to transfer data as well as voice, allowing for a more natural implementation of encryption or messaging. P25 radios are commonly implemented by dispatch organizations, such as police, fire, Ambulance and Emergency Rescue Service, using vehicle-mounted radios combined with walkie-talkie handheld use.

The Department currently has communication/radio system (portables, mobiles, station and consolette units) with law enforcement features. These radios allow the Department's medical personnel to have interoperability with most local, State and Federal entities if and when the need arise. These systems are now dated and are in need of an upgrade per Project 25. The goal of P25 is to enable public safety responders to communicate with each other and, thus, achieve enhanced coordination, timely response, efficient and effective use of communications equipment.

STATEMENT OF ISSUE

On May 29, 2019, the Fire Department published an invitation for bids to replace our current communications/radio system. This replacement included all portable (40), mobile (25), station mobile (4) and consolette (1) units. The bids closed on June 10, 2019 with one (1) bid being received.

VENDOR	BID AMOUNT
Motorola Solutions	$515,000.00

After receiving the submitted proposal, staff reviewed and determined that the City purchase the communications/radio system (portable (40), mobile (25), station mobile (4) and consolette (1) units) because they submitted a responsive, complete and responsible bid. A fifty (50%) percent discount has been applied to the bid.

FINANCIAL IMPACT

The cost for this purchase is not to exceed Five Hundred Fifteen Thousand Dollars and Zero Cents ($515,000.00). The Fire Department's 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

From:	Description	Amount
1004-610-000-4269	Other Contract Services	$515,000.00

To:	Description	Amount
1001-690-000-4249	Special Department Expense	$515,000.00

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO MOTOROLA SOLUTIONS FOR THE PURCHASE OF RADIOS (PORTABLE, MOBILE, STATION & CONSOLETTE) TO REPLACE THE FIRE DEPARTMENT'S CURRENT COMMUNICATION/RADIO SYSTEMS ($515,000)

WHEREAS, the Fire Department's ("Department") current communication/radio system (portables, mobiles, station and consolette units) with law enforcement features are now dated and in need of replacing per Project 25 (P25); and

WHEREAS, P25 is a suite of standards for digital mobile radio communications designed for use by public safety organizations in North America. P25 radios will allow the public safety responders to communicate with each other and, thus, achieve enhanced coordination, timely response, efficient and effective use of communications equipment; and

WHEREAS, on June 10, 2019, one bid was received and opened with the following results:

VENDOR	**BID AMOUNT**
Motorola Solutions	$515,000.00

WHEREAS, based upon bids received and reviewed, it has been determined that Motorola Solutions submitted the most responsive, complete and responsible bid; and

WHEREAS, the Fire Departments 2018-2019 Fiscal year budget will need to be amended to transfer funds between accounts.

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

SECTION 1. That the bid/proposal of Motorola Solutions in the amount of $515,000.00 is hereby accepted.

SECTION 2. That the City Manager hereby is authorized to issue a purchase order for Motorola Solutions in an amount not to exceed Five Hundred Fifteen Thousand Dollars and Zero Cents ($515,000.00) for the purchase to replace our current communication/radio system.

SECTION 3. That the Fire Departments 2018-2019 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

From:	**Description**	**Amount**
1004-610-000-4269	Other Contract Services	$515,000.00
To:	**Description**	**Amount**
1001-690-000-4249	Special Department Expense	$515,000.00

SECTION 4. That funds for this expenditure will be available in the Fire Department's 2018-2019 Fiscal Year budget in Account No. 1001-690-000-4249.

SECTION 5. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Clerk, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____ 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, 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 _____, 2019.

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

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RFPs and Bids Details

2019 - Fire Department: RFP to Replace the Radios

The City of Compton Fire Department is requesting proposals from qualified parties to replace our current communication/radio system. This replacement will include all portables, mobiles, station and consolette units. Please refer to the city website for details.

Sealed proposals must be submitted to the Compton City Clerk, 205 S. Willowbrook Avenue, Compton, CA 90220 on or before **Monday, June 10th 2019, 3:00 pm**.

General funds will be utilized to fund this project, and the expenditure of such funds shall adhere to all applicable Federal regulations. The City of Compton reserves the right to reject any or all proposals without exception or explanation.

Questions regarding this RFP may be addressed to:

Ronerick Simpson, Fire Chief
Compton Fire Department
201 S. Acacia Avenue
Compton, CA. 90220
(310) 605-6292 Office
(310) 632-8414 Fax
rsimpson@comptoncity.org

Type	RFP
Value	
Status	Closed
Date Available	5/29/2019
Due Date	6/10/2019
Contact Name	Chief Ronerick Simpson
Contact Phone	(310) 605-6292
Contact Email	RSimpson@comptonfire.org
Pre Bid Meeting Date	,
Pre Bid Meeting Location	
Awarded Date	
Awarded To	

Document Name	Type
Radios	pdf

- ELECTED OFFICIALS
- DEPARTMENTS
- SERVICES
- HOW DO I
- ABOUT US
- CONTACT US

- CALENDAR
- CITY NEWS
- PAY UTILITY BILL

- FAQ

City of Compton
205 S Willowbrook Ave
Compton, CA 90220
T. (310) 605-5500

Hours: 7AM - 6PM (Mon-Thu)

Select Language

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SOCIAL MEDIA

City Council & Agendas

Employment

City Hall @ Your Service

Cust Id: 314 Ad Id: 25354 Sch Id: 76019
Your Control #: CITY OF COMPTON RFP.docx

THE COMPTON BULLETIN
800 E. COMPTON BLVD.
COMPTON, CA 90221
310-635-6776

VERNELL MCDANIEL
CITY OF COMPTON
CITY CLERKS OFFICE
205 S WILLOWBROOK AVENUE
COMPTON, CA 90220

Proof of Publication

2015.5 C.C.P.

State of CA, County of LOS ANGELES

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of The Bulletin, a newspaper of general circulation, published weekly in the City of Compton, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/29/19,06/05/19

I certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Compton, CA on

Signature Izea Grace Kellogg 06/14/2019

CITY OF COMPTON

NOTICE OF REQUEST FOR PROPOSALS

The City of Compton Fire Department is requesting proposals from qualified parties to replace our current communication/radio system. This replacement will include all portables, mobiles, station and consolette units. Please refer to the city website for details.

Sealed proposals must be submitted to the Compton City Clerk, 205 S. Willowbrook Avenue, Compton, CA 90220 on or before Monday, June 10th 2019, 3:00 pm.

General funds will be utilized to fund this project, and the expenditure of such funds shall adhere to all applicable Federal regulations. The City of Compton reserves the right to reject any or all proposals without exception or explanation.

The Request for Proposals will be available at City's Website at www.comptoncity.org on Wednesday, May 29th, 2019.

Questions regarding this RFP may be addressed to:

Ronerick Simpson, Fire Chief
Compton Fire Department
201 S. Acacia Avenue
Compton, CA. 90220
(310) 605-6292 Office
(310) 632-8414 Fax
rsimpson@comptoncity.org

ALITA GODWIN, MMC
CITY CLERK

City of Compton - Fire

ITEM	SUMMARY SPREADSHEET	INDIVIDUAL LIST PRICE	DISCOUNT PRICE- 50%	QTY	EXTENDED LIST PRICE	EXTEND SUBSCRIBER DISCOUNT PRICE- 50%	ACCESSORIES DISCOUNT PRICE- 20%
1	APX 8000XE Portable	$12,571.00	$6,285.50	40	$502,840.00	$251,420.00	$37,114.40
2	APX 8500 Mobile Radio	$10,646.00	$5,323.00	25	$266,150.00	$133,075.00	
3	APX 1500 Mobile	$3,439.00	$1,719.50	4	$13,756.00	$6,878.00	
4	APX Consolette	$10,808.00	$5,404.00	1	$10,808.00	$5,404.00	
	SUB TOTAL			70	$793,554.00	$396,777.00	$37,114.40
	TAX (10.25%)				$81,339.29	$45,519.73	$3,804.23
	TOTAL WARRANTY AMOUNT	$31,620.00	$31,620.00		$31,620.00	$31,620.00	
	FREIGHT				$121.74	$121.74	$42.90
	TOTAL				$906,635.03	**$474,038.47**	**$40,961.53**
	Total for Subscriber + Accessories			**$515,000.00**			

MOTOROLA

CUSTOMER ORDER

Date: May. 15, 2019

All fields required.

* Not Required For LifeLine Dealers

Selling as: MR [Yes] / Agent [ ] / Lifeline Dealer [ ]

LACO Contract # MA-IS-1240419-1

Customer: City of Compton

Customer Number:

Dealer/Agent/MR Name:

Dealer/Agent/MR Address:

Prepared By: Jeff Fukasawa Phone: Fax: Email Address:

*Sold To:	City of Compton Fire	*Bill To:		Ship to:		Ultimate Destination:	
*Street	201 S. Acacia Ave	*Street		Street		Street	
*City	Compton,	*City		City		City	
*State/Zip	CA 90220	*State/Zip		State/Zip		State/Zip	
Att:	Jimmy McCombs	Att:		Att:		Att:	

Equipment Details and Pricing

*Line #	Qty	Model/ Part Number	Item Description	Unit List Price	Unit Discounted Price	Total Extended List Price	Total Extended Discount Price
1A	40	H91TGD9PW9AN	APX 8000H ALL BAND PORTABLE MODEL 3.5	$ 6,992.00	$ 3,496.00	$279,680.00	$139,840.00
1B	40	QA01427	ALT: APX 8000 HOUSING GREEN	$ 25.00	$ 12.50	$1,000.00	$500.00
1C	40	QA02006AD	ENH: APX8000HXE RUGGED RADIO	$ 800.00	$ 400.00	$32,000.00	$16,000.00
1D	40	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	$ 515.00	$ 257.50	$20,600.00	$10,300.00
1E	40	H38BS	ADD: SMARTZONE OPERATION	$ 1,500.00	$ 750.00	$60,000.00	$30,000.00
1F	40	Q361AN	ADD: P25 9600 BAUD TRUNKING	$ 300.00	$ 150.00	$12,000.00	$6,000.00
1G	40	QA00580AA	ADD: TDMA OPERATION	$ 450.00	$ 225.00	$18,000.00	$9,000.00
1H	40	Q53AF	ADD: FRONT PANEL PROGRAMMING & CLONING	$ 150.00	$ 75.00	$6,000.00	$3,000.00
1I	40	QA09001AB	ADD: WIFI CAPABILITY	$ 300.00	$ 150.00	$12,000.00	$6,000.00
1J	40	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	$ -	$ -	$0.00	$0.00
1K	40	Q15AJ	ENH: AES/DES,DES-XL,DES-OFB	$ 799.00	$ 399.50	$31,960.00	$15,980.00
1L	40	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	$ 740.00	$ 370.00	$29,600.00	$14,800.00
			Quote is valid till 10/18/2019				
					SUB-TOTAL	$502,840.00	$251,420.00
					TAX 10.25%		$25,770.55
	40	HA00025AH	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	$ 437.00		$17,480.00	$17,480.00
					FCC License		N/A
					Shipping		$26.21
					ORDER TOTAL		$294,696.76

*Indirect Sales Rep

Name	ID (if known)	Man# (if known)

*Direct Sales Rep

Name	ID (if known)	Man# (if known)
Mike Bravo		

PO #

PO Date

CRSD

Taxable	Yes
*Bid And Quote #	
Freight Terms	FOB
Payment Terms	Net 30
Ship Partial	Yes
Ship Early	Yes
Ship via	Surface

	if applicable		if applicable
TX Freq #1		RX Freq #1	
TX Freq #2		RX Freq #2	
TX Freq #3		RX Freq #3	
TX Freq #4		RX Freq #4	
TX Freq #5		RX Freq #5	
TX Freq #6		RX Freq #6	
TX Freq #7		RX Freq #7	

MOTOROLA

CUSTOMER ORDER

Date: May. 15, 2019

All fields required.

* Not Required For LifeLine Dealers

Selling as: MR (Yes) / Agent / Lifeline Dealer

LACO Contract # MA-IS-1240419-1

Customer: City of Compton

Customer Number:

Dealer/Agent/MR Name:

Dealer/Agent/MR Address:

Prepared By: Jeff Fukasawa **Phone:** **Fax:** **Email Address:**

*Sold To:	City of Compton Fire	*Bill To:		Ship to:		Ultimate Destination:	
*Street	201 S. Acacia Ave	*Street		Street		Street	
*City	Compton,	*City		City		City	
*State/Zip	CA 90220	*State/Zip		State/Zip		State/Zip	
Att:	Jimmy McCombs	Att:		Att:		Att:	

Equipment Details and Pricing

*Line #	Qty	Model/ Part Number	Item Description	Unit List Price	Unit Discounted Price - 20%	Total Extended List Price	Total Extended Discount Price
			OPTIONAL ACCESSORIES				
	40	PMMN4106C	APX XE500 RSM, HIGH IMPACT GREEN	$ 550.00	$ 440.00	$22,000.00	$17,600.00
	40	PMNN4547	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	$ 169.00	$ 135.20	$6,760.00	$5,408.00
	8	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP	$ 1,250.00	$ 1,000.00	$10,000.00	$8,000.00
	2	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC,	$ 170.00	$ 136.00	$340.00	$272.00
	17	NNTN7624	IMPRES SINGLE-UNIT RAPID RATE VEHICULAR CHARG	$ 429.00	$ 343.20	$7,293.00	$5,834.40
					SUB-TOTAL	$46,393.00	$37,114.40
					TAX 10.25%		$3,804.23
				Set Up and	Install Labor		
					FCC License		N/A
					Shipping		$42.90
					ORDER TOTAL		$40,961.53

*Indirect Sales Rep

Name | ID (if known) | Man# (if known)

*Direct Sales Rep

Name: Mike Bravo | ID (if known) | Man# (if known)

PO #

PO Date

CRSD

Taxable	Yes
*Bid And Quote #	
Freight Terms	FOB
Payment Terms	Net 30
Ship Partial	Yes
Ship Early	Yes
Ship via	Surface

	if applicable		if applicable
TX Freq #1		RX Freq #1	
TX Freq #2		RX Freq #2	
TX Freq #3		RX Freq #3	
TX Freq #4		RX Freq #4	
TX Freq #5		RX Freq #5	
TX Freq #6		RX Freq #6	
TX Freq #7		RX Freq #7	

MOTOROLA

CUSTOMER ORDER

Date: May. 15, 2019

All fields required.

* Not Required For LifeLine Dealers

Selling as: MR Agent — Yes

Lifeline Dealer

LACO Contract # MA-IS-1240419-1

Customer: City of Compton

Customer Number:

Dealer/Agent/MR Name:

Dealer/Agent/MR Address:

Prepared By: Jeff Fukasawa Phone: Fax: Email Address:

*Sold To:	City of Compton Fire	*Bill To:		Ship to:		Ultimate Destination:	
*Street	201 S. Acacia Ave	*Street		Street		Street	
*City	Compton,	*City		City		City	
*State/Zip	CA 90220	*State/Zip		State/Zip		State/Zip	
Att:	Jimmy McCombs	Att:		Att:		Att:	

Equipment Details and Pricing

*Line #	Qty	Model/ Part Number	Item Description	Unit List Price	Unit Discounted Price	Total Extended List Price	Total Extended Discount Price
1	25	M37TSS9PW1AN	**APX8500 ALL BAND MP MOBILE**	$ 4,770.00	$ 2,385.00	$119,250.00	$59,625.00
	25	G806	ADD: ASTRO DIGITAL CAI OPERATION	$ 515.00	$ 257.50	$12,875.00	$6,437.50
	25	G51	ENH: SMARTZONE OPERATION	$ 1,500.00	$ 750.00	$37,500.00	$18,750.00
	25	G361	ADD: P25 TRUNKING SOFTWARE	$ 300.00	$ 150.00	$7,500.00	$3,750.00
	25	GA00580	ADD: TDMA OPERATION	$ 450.00	$ 225.00	$11,250.00	$5,625.00
	25	G442	ADD: APX 05 CONTROL HEAD	$ 432.00	$ 216.00	$10,800.00	$5,400.00
	25	G444	ADD: CONTROLHEAD SOFTWARE	$ -	$ -	$0.00	$0.00
	25	G67	ADD: REMOTE MOUNT MID POWER	$ 297.00	$ 148.50	$7,425.00	$3,712.50
	25	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	$ 95.00	$ 47.50	$2,375.00	$1,187.50
	25	GA00250	ADD: WIFI/GNSS FLEXIBLE CABLE LMR195	$ 100.00	$ 50.00	$2,500.00	$1,250.00
	25	G53AL	ADD: FPP & CLONE APX	$ 150.00	$ 75.00	$3,750.00	$1,875.00
	25	GA00235	ADD: NO GPS ANTENNA NEEDED	$ -	$ -	$0.00	$0.00
	25	G892AB	ENH: HAND MIC, WATER RESISTANT	$ 72.00	$ 36.00	$1,800.00	$900.00
	25	G831	ADD: SPKR 15W WATER RESISTANT	$ 60.00	$ 30.00	$1,500.00	$750.00
	25	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	$ -	$ -	$0.00	$0.00
	25	GA09001AA	ADD: WI-FI CAPABILITY	$ 300.00	$ 150.00	$7,500.00	$3,750.00
	25	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	$ 740.00	$ 370.00	$18,500.00	$9,250.00
	25	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION	$ 799.00	$ 399.50	$19,975.00	$9,987.50
	25	W12	ADD: RF PREAMP	$ 66.00	$ 33.00	$1,650.00	$825.00
					SUB-TOTAL	$266,150.00	$133,075.00
					TAX 10.25%		$13,640.19
	25	GA00255AF	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	$ 506.00	$ 506.00	$12,650.00	$12,650.00
					FCC License		N/A
					Shipping		$66.69
					ORDER TOTAL		$159,431.88

*Indirect Sales Rep

Name | ID (if known) | Man# (if known)

*Direct Sales Rep

Name: Mike Bravo | ID (if known) | Man# (if known)

PO #

PO Date

CRSD

Taxable	Yes
*Bid And Quote #	
Freight Terms	FOB
Payment Terms	Net 30
Ship Partial	Yes
Ship Early	Yes
Ship via	Surface

	if applicable		if applicable
TX Freq #1		RX Freq #1	
TX Freq #2		RX Freq #2	
TX Freq #3		RX Freq #3	
TX Freq #4		RX Freq #4	
TX Freq #5		RX Freq #5	
TX Freq #6		RX Freq #6	
TX Freq #7		RX Freq #7	

MOTOROLA

CUSTOMER ORDER

Date: May. 15, 2019

All fields required.

* Not Required For LifeLine Dealers

Selling as: MR (Yes) / Agent / Lifeline Dealer

LACO Contract # MA-IS-1240419-1

Customer: City of Compton

Customer Number:

Dealer/Agent/MR Name:

Dealer/Agent/MR Address:

Prepared By: Jeff Fukasawa Phone: Fax: Email Address:

*Sold To:	City of Compton Fire	*Bill To:		Ship to:		Ultimate Destination:	
*Street	201 S. Acacia Ave	*Street		Street		Street	
*City	Compton,	*City		City		City	
*State/Zip	CA 90220	*State/Zip		State/Zip		State/Zip	
Att:	Jimmy McCombs	Att:		Att:		Att:	

Equipment Details and Pricing

*Line #	Qty	Model/ Part Number	Item Description	Unit List Price	Unit Discounted Price	Total Extended List Price	Total Extended Discount Price
1	4	M36SSS9PW1AN	**APX 1500 UHF R2 MOBILE**	$ 1,564.00	$ 782.00	$6,256.00	$3,128.00
	4	W22BA	ADD: STD PALM MICROPHONE	$ 72.00	$ 36.00	$288.00	$144.00
	4	GA01339AA	ENH: P25 TRUNKING	$ 1,070.00	$ 535.00	$4,280.00	$2,140.00
	4	G66AW	ADD: DASH MOUNT	$ 125.00	$ 62.50	$500.00	$250.00
	4	GA00804AA	ADD: APX 02 CONTROL HEAD (GREY)	$ 492.00	$ 246.00	$1,968.00	$984.00
	4	W12DK	ADD: RF PREAMP	$ 66.00	$ 33.00	$264.00	$132.00
	4	G444AH	ADD: APX CONTROL HEAD SOFTWARE	$ -	$ -	$0.00	$0.00
	4	GA00235AA	ADD: NO GPS ANTENNA NEEDED	$ -	$ -	$0.00	$0.00
	4	G510AB	ADD: ANT LOW PROFILE 450-512MHZ	$ 50.00	$ 25.00	$200.00	$100.00
	4	G142AD	ADD: NO SPEAKER NEEDED	$ -	$ -	$0.00	$0.00
					SUB-TOTAL	$13,756.00	$6,878.00
					TAX 10.25%		$705.00
	4	GA00318AE	ADD: 5 YEAR SERVICE FROM THE START LITE	$ 246.00	$ 246.00	$984.00	$984.00
					FCC License		N/A
					Shipping		$28.84
					ORDER TOTAL		$8,595.84

*Indirect Sales Rep

Name	ID (if known)	Man# (if known)

*Direct Sales Rep

Name	ID (if known)	Man# (if known)
Mike Bravo		

PO #

PO Date

CRSD

Taxable	Yes
*Bid And Quote #	
Freight Terms	FOB
Payment Terms	Net 30
Ship Partial	Yes
Ship Early	Yes
Ship via	Surface

	if applicable		if applicable
TX Freq #1		RX Freq #1	
TX Freq #2		RX Freq #2	
TX Freq #3		RX Freq #3	
TX Freq #4		RX Freq #4	
TX Freq #5		RX Freq #5	
TX Freq #6		RX Freq #6	
TX Freq #7		RX Freq #7	

MOTOROLA

CUSTOMER ORDER

Date: May. 15, 2019

All fields required.

* Not Required For LifeLine Dealers

Selling as:		
	MR	Yes
	Agent	
	Lifeline Dealer	

LACO Contract # MA-IS-1240419-1

Customer: City of Compton

Customer Number:

Dealer/Agent/MR Name:

Dealer/Agent/MR Address:

Prepared By: Jeff Fukasawa **Phone:** **Fax:** **Email Address:**

*Sold To:	City of Compton Fire	*Bill To:		Ship to:		Ultimate Destination:	
*Street	201 S. Acacia Ave	*Street		Street		Street	
*City	Compton,	*City		City		City	
*State/Zip	CA 90220	*State/Zip		State/Zip		State/Zip	
Att:	Jimmy McCombs	Att:		Att:		Att:	

Equipment Details and Pricing

*Line #	Qty	Model/ Part Number	Item Description	Unit List Price	Unit Discounted Price	Total Extended List Price	Total Extended Discount Price
1	1	L30SSS9PW1N	**APX CONSOLETTE UHF R2 MP**	$ 4,554.00	$ 2,277.00	$4,554.00	$2,277.00
	1	GA00345	ADD: UHF R2 MP PRIMARY BAND	$ -	$ -	$0.00	$0.00
	1	GA00308	ADD: VHF MP SECONDARY BAND	$ 400.00	$ 200.00	$400.00	$200.00
	1	GA00579	ADD: ENABLE DUAL BAND OPERATIONS	$ 1,000.00	$ 500.00	$1,000.00	$500.00
	1	G806	ENH: ASTRO DIGITAL CAI	$ 515.00	$ 257.50	$515.00	$257.50
	1	G51	ENH: SMARTZONE OPERATION	$ 1,500.00	$ 750.00	$1,500.00	$750.00
	1	G361AH	ADD: P25 TRUNKING SOFTWARE	$ 300.00	$ 150.00	$300.00	$150.00
	1	GA00639	ADD: MALE RIGHT ANGLE CAN- FEMALE CAN	$ 80.00	$ 40.00	$80.00	$40.00
	1	CA01598	ADD: AC LINE CORD US	$ -	$ -	$0.00	$0.00
	1	GA01438	ADD; GATEWAY REMOTE SPEAKER MICROPHONE	$ 125.00	$ 62.50	$125.00	$62.50
	1	L999	ADD: FULL FP W/05/KEYPAD/CLOCK	$ 789.00	$ 394.50	$789.00	$394.50
	1	G851AG	ADD: AES/DES-XL/DES OFB ENCRYPTION	$ 799.00	$ 399.50	$799.00	$399.50
	1	W969BG	ADD: MULTIPLE KEY ENCRYPTION	$ 330.00	$ 165.00	$330.00	$165.00
	1	G444	ADD: CONTROLHEAD SOFTWARE	$ -	$ -	$0.00	$0.00
	1	W12DK	ADD: RF PREAMP	$ 66.00	$ 33.00	$66.00	$33.00
	1	G53	ADD: FPP	$ 150.00	$ 75.00	$150.00	$75.00
	1	HKN6233C	APX CONSOLETTE RACK MOUNT KIT	$ 200.00	$ 100.00	$200.00	$100.00
					SUB-TOTAL	$10,808.00	$5,404.00
					TAX 10.25%		$553.91
	1	GA00255AF	ADD: 5 YR SFS COMPREHENSIVE	$ 506.00	$ 506.00	$506.00	$506.00
					FCC License		N/A
					Shipping		$0.00
					ORDER TOTAL		**$6,463.91**

***Indirect Sales Rep**

Name	ID (if known)	Man# (if known)

***Direct Sales Rep**

Name	ID (if known)	Man# (if known)
Mike Bravo		

PO #

PO Date

CRSD

Taxable	Yes
***Bid And Quote #**	
Freight Terms	FOB
Payment Terms	Net 30
Ship Partial	Yes
Ship Early	Yes
Ship via	Surface

	if applicable		if applicable
TX Freq #1		RX Freq #1	
TX Freq #2		RX Freq #2	
TX Freq #3		RX Freq #3	
TX Freq #4		RX Freq #4	
TX Freq #5		RX Freq #5	
TX Freq #6		RX Freq #6	
TX Freq #7		RX Freq #7	

June 25, 2019

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **WENDELL E. JOHNSON, P.E., PUBLIC WORKS DIRECTOR**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AGREEMENT AND ISSUE A PURCHASE ORDER TO QUINN CAT FOR THE PURCHASE OF TWO (2) MODEL 908M WHEEL LOADERS WITH INDUSTRIAL GRAPPLE BUCKET FOR THE PUBLIC WORKS DEPARTMENT ($237,317.54)**

SUMMARY

This Resolution authorizes the City Manager to enter into a sales agreement and issue a purchase order in the amount of $237,317.54 to Quinn CAT for the purchase of two (2) Model 908M Wheel Loaders with Industrial Grapple Bucket for the Public Works Department.

BACKGROUND

The Street Maintenance Division is responsible for maintenance of roadways, sewers, and streetscapes through planned and regular investment in the City's infrastructure. In that vein, the Public Works Department ("Department") has determined that there is a need for heavy equipment to be used by the Public Works Street Maintenance Division staff to maintain the City's deteriorated infrastructure through the use of its membership with Sourcewell (formerly the National Joint Powers Alliance).

Sourcewell is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally. The main mission of Sourcewell is to offer a multitude of cooperatively contracted products, equipment and service opportunities to educational and government entities throughout the country.

Sourcewell completed hundreds of Request For Proposals (RFP) for its member agencies to receive the best cost throughout the United States while fulfilling their mission. The City is a long standing member of Sourcewell (since August 2007) and is looking to take advantage of Sourcewell's competitive bidding process and receive the equipment by leveraged volume purchasing discounts resulting in lower prices, better overall value, and considerable time savings.

On January 31, 2019, Sourcewell initiated a Request For Proposal (RFP) for Heavy Construction Equipment with Related Accessories, Attachments and Supplies on behalf of its current and potential member agencies, which includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. The RFP was advertised nationally for at least two consecutive weeks.

On June 17, 2019, City staff contacted Quinn CAT to provide costs for the purchase two (2) new Model 908M Wheel Loaders with Industrial Grapple Bucket. Please see the attached proposed equipment. Quinn CAT is a Sourcewell vendor located in City of Industry, CA. They have an agreement with the Sourcewell.

STATEMENT OF THE ISSUE

The City's Public Works Department has one similar loader. This equipment is approximately 30 years old and is in need of major repair and at end of life. There is no back up loader and given the level of illegal dumping and other public works needs that require this type of equipment, staff is requesting two such loaders. In order for the Public Works Department to purchase the heavy equipment necessary to improve the City's infrastructure, City Council's authorization is necessary.

FINANCIAL IMPACT

In June 2016, voters approved Measure P Funding for the City of Compton. Measure P is a general use tax for municipal purposes, including repairs upon our local streets. Public Works will utilize Measure P funding to purchase the heavy equipment to repair our local streets and arterials citywide.

The street locations to be repaired will be based upon what was identified in the Pavement Management Study (PMS) and known field data. The PMS provides the City the necessary inventory, pavement condition information, recommended methodology for rehabilitation, and plan/approach to rehabilitate the City's streets.

Funds in the amount of Two Hundred Thirty-Seven Thousand Three Hundred Seventeen Dollars and Fifty-Four ($237,317.54) are available in the Public Works Department Fiscal Year 2018-2019 budget in Account No. 1004-720-000-4266 to pay for the equipment.

ALTERNATIVE

No other alternative is being presented.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

WENDELL E. JOHNSON, P.E.,
PUBLIC WORKS DIRECTOR

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AGREEMENT AND ISSUE A PURCHASE ORDER TO QUINN CAT FOR THE PURCHASE OF TWO (2) MODEL 908M WHEEL LOADERS WITH INDUSTRIAL GRAPPLE BUCKET FOR THE PUBLIC WORKS DEPARTMENT ($237,317.54)

WHEREAS, the Street Maintenance Division is responsible for maintenance of roadways, sewers, and streetscapes through planned and regular investment in the City's infrastructure; and

WHEREAS, the Public Works Department ("Department") has determined that there is a need for two (2) Model 908M Wheel Loaders with industrial grapple bucket to be used by the Public Works Street Maintenance Division staff to maintain the City's deteriorated infrastructure through the use of its membership with Sourcewell (formerly the National Joint Powers Alliance) since August 2007; and

WHEREAS, Soucewell is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally and its main mission is to offer a multitude of cooperatively contracted products, equipment and service opportunities to educational and government entities throughout the country; and

WHEREAS, Sourcewell completed hundreds of Request For Proposals (RFP) for its member agencies to receive the best cost throughout the United States while fulfilling their mission; and

WHEREAS the City is a current, long standing member of Sourcewell and is looking to take advantage of Sourcewell's competitive bidding process and receive the equipment by leveraging volume purchasing discounts resulting in lower prices, better overall value, and considerable time savings; and

WHEREAS, on January 31, 2019, Sourcewell initiated a Request For Proposal (RFP) for Heavy Construction Equipment with Related Accessories, Attachments and Supplies on behalf of its current and potential member agencies, which includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations; and

WHEREAS, Sourcewell advertised nationally for at least two consecutive weeks; and

WHEREAS, on June 17, 2019, City staff contacted Quinn CAT to provide costs for the purchase of two (2) new Model 908M Wheel Loader with Industrial Grapple Bucket as a Sourcewell vendor.

WHEREAS, Quinn CAT is a Sourcewell vendor located in the City of Industry, CA and they have an agreement with the Sourcewell; and

WHEREAS, funds in the amount of $237,317.54 (Two Hundred Thirty-Seven Thousand Three Hundred Seventeen Dollars and Fifty-Four Cents) are available in the Public Works Department Fiscal Year 2018-2019 budget in Account No. 1004-720-000-4266 to pay for this equipment expenditures; and

WHEREAS, in order for the Public Works Department to purchase the heavy equipment necessary to improve the City's infrastructure, 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 hereby authorized to enter into a sales agreement, upon the advice of the City Attorney and issue a purchase order in the amount of Two Hundred Thirty-Seven Thousand Three Hundred Seventeen Dollars and Fifty-Four Cents ($237,317.54) to Quinn CAT to purchase two (2) new Model 908M Wheel Loader with Industrial Grapple Bucket for the Public Works Department.

Section 2. That funds in the amount of Two Hundred Thirty-Seven Thousand Three Hundred Seventeen Dollars and Fifty-Four Cents ($237,317.54) is available in the Public Works Department Fiscal Year 2018-2019 budget in Account No. 1004-720-000-4266.

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

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

ADOPTED this _____day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

Quote 132806-01-01

June 17, 2019

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

Attention: Wendell Johnson

Dear Sir,

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

Sourcewell #032515-CAT

CATERPILLAR INC. Model: 908M Wheel Loader with Industrial Grapple Bucket

STOCK NUMBER: NS0010682 **SERIAL NUMBER: 0H8803513** **YEAR: 2018**

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

Sincerely,

Tony Mykris
Governmental Sales

CATERPILLAR INC. Model: 908M Wheel Loader with Industrial Grapple Bucket

STANDARD EQUIPMENT

POWERTRAIN

Emissions Compliance
Higher Regulated Countries
-Cat 55kw gross, C3.3B, HRC
For Europe and Canada:
-US EPA Tier 4i or Tier 4f Certified
-EU Stage 3A or 3B Certified
For United States:
-US EPA Tier 4f Certified
-EU Stage 3B Certified
Engines are fitted with
-cold start plugs
-electric fuel priming pump
-Air cleaner, two-stage with visual indicator
-Closed Circuit Breather
-Hydraulically driven suction fan
-S-O-S sampling valves (engine oil and hydraulic oil)
-Two speed hydrostatic transmission with inching function, 12 mph-20kph maximum speed
-Frame mounted heavy duty axles with outboard planetary reduction
-Maintenance free,sealed for life, prop shaft and universal joints

ELECTRICAL

12 volt direct electric starting
Ignition key start / stop switch
80 ampere alternator
Maintenance free, sealed for life, heavy duty battery
Battery disconnect switch
Cab mounted fuse panel
Service port connector for electronic diagnostics (ET)

OPERATOR ENVIRONMENT

Gauges: -
- Fuel level
- Hydraulic oil temperature
- Engine coolant temperature
- Speedometer
Operator station on isolation mounts
Digital service hourmeter
Operator warning system indicators:
- Master warning
- Parking brake applied
- Hydraulic oil pressure
- Engine oil pressure
- Coolant temperature
- Electrical system
- Hydraulic filter bypass
Multifunction joystick:
- Forward/neutral/reverse
- Gear 1/2 switch, low range
- Differential Lock switch
- Continuous flow, auxiliary
Internal rear view mirror
Suspension seat, adjustable wrist rest
Interior/Exterior aux. power sockets
Suspended brake/accel. pedals
Cup holder
Heavy duty easy clean floormat
Personal storage
Onboard digital display cluster
2 external mirrors - knockback
ROPS/ FOPS certified cab, Level I
Retractable seat belt, 50mm (2 in)

COOLING

Extended life coolant antifreeze	Protected to -33F (-36C)

OTHER STANDARD EQUIPMENT

Z bar linkage with parallel lift	Quick disconnect hydraulics, auxiliary
3rd valve aux hydraulics, standard flow	Recovery hitch and pin
Engine enclosure - lockable	Front and rear fenders
Lockable side door compartments	Pressure test points
Hydraulic oil level sight gauge	Machine lifting/tie down points
Lockable fuel filler cap	Loader end float function
Radiator expansion bottle	High intensity rear lights
Quick release fuel fltr/water separator	Reversing light
ECO engine oil drain	E coat primer
Quick Coupler	Self-cancelling direction indicators
Parking Brake (Secondary Brake)	

SOURCEWELL #032515-CAT

Base Model	Part #	List Price
908M stk# NS10682	551-1285	103,220
Options		
908M WHEEL LOADR S3B CERT	437-9013	0
FILM, AG HANDLER	551-1286	0
LIGHTS, ROADING RH DRIVE DIP	313-1722	0
ENGINE, C3.3B, T4F, HRC	437-9054	0
TRANS 22 MPH DIFF LOCK E/H	437-9070	1,440
SOUND SUPPRESSION, STANDARD	437-9056	0
PRECLEANER	377-7559	234
FAN, COOLING, ON DEMAND	447-9417	404
CPLR, VERT, STD FLOW	451-4357	0
PRODUCT LINK, CELL, PL240	508-0797	0
CAB, DELUXE, SINGLE BRAKE	438-1876	5,880
SEAT, DELUXE	539-7204	760
SEAT BELT, RETRACTABLE 3"	236-8015	239
JOYSTICK, E/H, TANDEM VALVE	437-9092	0
SECURITY SYSTEM, NONE	433-3258	0
HYDRAULIC OIL, STANDARD	454-2908	0
INSTRUCTIONS, ANSI	462-0852	0
LIGHTS, CAB, WORKING HALOGEN	448-9539	590
HARNESS, WIRING,WT, VERTICAL	455-8485	321
RADIO, AM/FM BLUETOOTH	541-4413	540
SERIALIZED TECHNICAL MEDIA KIT	421-8926	0

BEACON, ROTATING		260-5501	381
ALARM, BACK UP		423-3083	192
ANTIFREEZE, -32F		454-2909	0
FEATURE PACKAGE, LOAD/ROAD		447-0747	5,440
TIRES, 400/70 R20, MX, BIBLOAD		462-2556	1,795
VALVE, DRAIN, ECO		308-0189	152
AIR CONDITIONER, AND HEATER		437-9132	5,400
Sub Total			**126,988**
Member Disc %	23.0%		(29,207)
Machine / Option Price			**97,781**
Work Tools / Attachments			
BUCKET-IND. GR,81", BOCE		368-2500	8,172
Sub Total			**8,172**
Member Disc 15%	15.0%		(1,226)
Work Tool / Attachments Price			**6,946**
Customer Invoice			
Machine / Option Price			**97,781**
Work Tool / Attachments Price			**6,946**
Pre-Tax Total			104,727
Pre-Prep Total			104,727
Delivery			500
Machine Prep			1,200
DMV			200
Manuals			1,000
Total			**107,627**

Machine List Price	$135,160.00
Sourcewell sell price	**$107,627.00**
City Sales Tax (0.75%)	$807.20
County Sales Tax (2.25%)	$2,421.61
State Sales Tax (7.25%)	$7,802.96
After Tax Balance	**$118,658.77**

WARRANTY

Standard Warranty: 12 Months Full Machine

F.O.B/TERMS

Delivered / Net 30 Days

Accepted by _____ on _____

_____
Signature

Quote 132806-01-01

June 17, 2019

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

Attention: Wendell Johnson

Dear Sir,

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

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STOCK NUMBER: NS0010682 **SERIAL NUMBER: 0H8803513** **YEAR: 2018**

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

Sincerely,

Tony Mykris
Governmental Sales

CATERPILLAR INC. Model: 908M Wheel Loader with Industrial Grapple Bucket

STANDARD EQUIPMENT

POWERTRAIN

Emissions Compliance
Higher Regulated Countries
-Cat 55kw gross, C3.3B, HRC
For Europe and Canada:
-US EPA Tier 4i or Tier 4f Certified
-EU Stage 3A or 3B Certified
For United States:
-US EPA Tier 4f Certified
-EU Stage 3B Certified
Engines are fitted with
-cold start plugs
-electric fuel priming pump
-Air cleaner, two-stage with visual indicator
-Closed Circuit Breather
-Hydraulically driven suction fan
-S-O-S sampling valves (engine oil and hydraulic oil)
-Two speed hydrostatic transmission with inching function, 12 mph-20kph maximum speed
-Frame mounted heavy duty axles with outboard planetary reduction
-Maintenance free,sealed for life, prop shaft and universal joints

ELECTRICAL

12 volt direct electric starting
Ignition key start / stop switch
80 ampere alternator
Maintenance free, sealed for life, heavy duty battery
Battery disconnect switch
Cab mounted fuse panel
Service port connector for electronic diagnostics (ET)

OPERATOR ENVIRONMENT

Gauges: -
- Fuel level
- Hydraulic oil temperature
- Engine coolant temperature
- Speedometer
Operator station on isolation mounts
Digital service hourmeter
Operator warning system indicators:
- Master warning
- Parking brake applied
- Hydraulic oil pressure
- Engine oil pressure
- Coolant temperature
- Electrical system
- Hydraulic filter bypass
Multifunction joystick:
- Forward/neutral/reverse
- Gear 1/2 switch, low range
- Differential Lock switch
- Continuous flow, auxiliary
Internal rear view mirror
Suspension seat, adjustable wrist rest
Interior/Exterior aux. power sockets
Suspended brake/accel. pedals
Cup holder
Heavy duty easy clean floormat
Personal storage
Onboard digital display cluster
2 external mirrors - knockback
ROPS/ FOPS certified cab, Level I
Retractable seat belt, 50mm (2 in)

COOLING

Extended life coolant antifreeze	Protected to -33F (-36C)

OTHER STANDARD EQUIPMENT

Z bar linkage with parallel lift	Quick disconnect hydraulics, auxiliary
3rd valve aux hydraulics, standard flow	Recovery hitch and pin
Engine enclosure - lockable	Front and rear fenders
Lockable side door compartments	Pressure test points
Hydraulic oil level sight gauge	Machine lifting/tie down points
Lockable fuel filler cap	Loader end float function
Radiator expansion bottle	High intensity rear lights
Quick release fuel fltr/water separator	Reversing light
ECO engine oil drain	E coat primer
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Parking Brake (Secondary Brake)	

SOURCEWELL #032515-CAT

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PRODUCT LINK, CELL, PL240	508-0797	0
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City Sales Tax (0.75%)	$807.20
County Sales Tax (2.25%)	$2,421.61
State Sales Tax (7.25%)	$7,802.96
After Tax Balance	**$118,658.77**

WARRANTY

Standard Warranty: 12 Months Full Machine

F.O.B/TERMS

Delivered / Net 30 Days

Accepted by _____ on _____

_____
Signature

June 25, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR TV PRO GEAR FOR AUDIO AND VIDEO EQUIPMENT UPGRADES ($323,689)

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of and enter into a services contract with TV Pro Gear for the replacement and upgrading of audio and video equipment in the Compton Council Chambers and establish a purchase order in the amount of Three Hundred Twenty Three Thousand Six Hundred Eighty Nine Dollars ($323,689.00).

BACKGROUND

The City of Compton ("City") has televised legislative public meetings and other events since the 1980s as part of its commitment to government transparency and accessible public information. Additionally, special community events of interest to the general public are also broadcast. When events are not being broadcast, Channel 36 TV hosts a bulletin board feature for informational material and public service announcements.

The City's channel is broadcast over Spectrum Cable. It is also streamed over the Internet, allowing the public to see what is being broadcast on the channel from a computer or any other device with Internet access. City Council and Planning Commission meetings are archived and are available for viewing the following day through a "Video on Demand" service.

Almost all of the content that is broadcasted on Compton's Channel 36 TV is filmed from the Control Room located at the back of the City Council Chamber. The Control Room houses a majority of the equipment used for broadcasts and includes an audio matrix, encoder, server, audio board, video switcher, joystick controller, video router, fiber box, DVD recorder, editing hardware and software and various monitors.

STATEMENT OF ISSUE

The video services equipment has reached the end of its useful life. The majority of the equipment is 10 to 30 years old. Some of the components were installed when the City first started broadcasting meetings in the 1980s. In the last year, the system has experienced several equipment failures that has prevented the City from being able to broadcast City Council meetings and it is likely that the equipment components will continue to fail at a faster rate as they age beyond their useful life. Recent equipment failures have had a direct impact on broadcasts, including a wiring failure that prevented live viewing of weekly City Council meetings.

In addition, the Council Chamber currently has inefficient display methods for presentations for the Council and staff. The presentations are difficult for the Council and public to view, and the text from PowerPoint presentations is very difficult to view on the broadcast channel and through online playback. All of these current issues will be addressed in the proposed upgrade.

A Request for Bids ("RFB") was issued on April 23, 2019, soliciting Audio/Visual System Design and Installation Services proposals to replace the current broadcasting system and audio/visual equipment located in the City Council Chamber and City Hall. The bid opening was held on May 29, 2019, with two bids received:

CONTRACTOR	BID AMOUNT
TV Pro Gear	$323,689.00
Harper Audio Video Specialty	$394,000.00

Staff reviewed the bids submitted and determined that TV Pro Gear was the most responsive bidder in the amount of $323,689.00, and recommends that the Council authorize contract with this vendor.

FISCAL IMPACT

Funds for this expenditure will be available in the 2019-2020 Fiscal Year budget in Non Departmental Budget Account No. 1004-610-000-4269.

RECOMMENDATION

Staff recommends that City Council adopt the attached Resolution.

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR TV PRO GEAR FOR AUDIO AND VIDEO EQUIPMENT UPGRADES ($323,689)

WHEREAS, the City of Compton ("City") has televised legislative public meetings and other events since the 1980s as part of its commitment to government transparency and accessible public information, additionally, special community events of interest to the general public are also broadcast; and

WHEREAS, the City's channel is broadcast over Spectrum Cable and streamed over the Internet, allowing the public to see what is being broadcast on the channel from a computer or any other device with Internet access. When events are not being broadcast, Channel 36 TV hosts a bulletin board feature for informational material and public service announcements and City Council and Planning Commission meetings are archived and are available for viewing the following day through a "Video on Demand" service; and

WHEREAS, almost all of the content that is broadcasted on Compton's Channel 36 TV is filmed from the Control Room, which houses a majority of the equipment used for broadcasts, located at the back of the City Council Chamber; and

WHEREAS, the majority of the equipment used for broadcasts is 10 to 30 years old and has reached the end of its useful life, experiencing equipment failures that are likely to continue to fail at a faster rate as they age beyond their useful life; and

WHEREAS, a Request for Bids ("RFB") was issued on April 23, 2019, soliciting Audio/Visual System Design and Installation Services proposals to replace the current broadcasting system and audio/visual equipment located in the City Council Chamber and City Hall. The bid opening was held on May 29, 2019, with two bids received:

CONTRACTOR	**BID AMOUNT**
TV Pro Gear	$323,689.00
Harper Audio Video Specialty	$394,000.00

WHEREAS, staff reviewed the bids submitted and determined that TV Pro Gear was the most responsive bidder in the amount of $323,689.00, and recommends that the Council authorize contract with this vendor; and

WHEREAS, funds for this expenditure will be available in the 2019-2020 Fiscal Year budget in Non Departmental Budget Account No. 1004-610-000-4269.

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

Section 1. That the bid of TV Pro Gear, in the amount of Three Hundred Twenty Three Thousand Six Hundred Eighty Nine Dollars ($323,689.00) is hereby accepted and all other bids rejected.

Section 2. That the City Manager, on the advice and approval City Attorney is hereby authorized to enter into a services contract with TV Pro Gear for the replacement and upgrading of audio and video equipment in the Compton Council Chambers and City Hall.

Section 3. That funds for this expenditure will be available in the 2019-2020 Fiscal Year budget in Non Departmental Budget Account No. 1004-610-000-4269.

Section 4. That a purchase order in the amount of Three Hundred Twenty Three Thousand Six Hundred Eighty Nine Dollars ($323,689.00) is authorized to be established for TV Pro Gear.

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

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

SERVICES CONTRACT
BETWEEN
CITY OF COMPTON
AND
TV PRO GEAR

This **CONTRACT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **TV PRO GEAR (a division of IPTV International, a Nevada Corporation)** (hereinafter referred to as **"CONTRACTOR"**) located at 1630 Flower Street, Glendale, California 91201, (each a "Party" and collectively, the "Parties").

RECITALS

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.

C. City does not have the appropriate equipment or available personnel specifically trained and experienced to perform the services required and requires the services of a contractor trained, certified and experienced with the providing professional engineering services, equipment and installation of the City's video production system.

D. Authorization to enter into this Contract is pursuant to Resolution No. _____, adopted by the City Council on _____, 2019.

WHEREFORE, the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as set forth below:

1.0 Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all professional, technical, clerical services, labor, materials, tools, equipment, transportation, utilities, telephone, etc., used by Contractor in connection with providing for full service audio/visual system design, purchase and installation services for a complete "state-of-the-art" upgrade to the City's Council Chamber Audio/video ("AV") broadcast system.

Contractor agrees to provide and install the equipment listed in "Attachment A". Contractor's Estimated Production Schedule is shown in "Attachment B" and Contractor shall provide training to City staff provided in "Attachment C." Each of the above Contractor's "Attachments" are attached hereto and incorporated hereby. The City's "Request for Bids for Council Chamber AV System Design and Installation Services", dated April 23, 2019 is incorporated hereby.

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

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

Any changes in the general scope of a task, whether initiated by City or Contractor, must be made in writing and accepted by the Parties. If the Parties believe that an adjustment to compensation or any scheduled completion dates is justified as a result of a significant change, the Parties will negotiate in good faith and agree to an adjustment to the services. Each adjustment to an assigned task shall detail the agreed changes to the applicable task, responsibility, duty, pricing, time line or other matters. The contract/task adjustment will become effective upon the execution of a Change Order by both Parties, and shall be made part of this Contract and the applicable agreed services adjustment. Contractor shall not incur any costs or modify its performance of the services based on the modifications set forth in a Change Order unless and until such Change Order is executed by the Parties. Should any contract/task adjustments result in exceeding the maximum compensation authorized for the contract, as specified in **Section 3.0,** below, authorization of the City's legislative body may be required.

The manner and means used by Contractor to perform the services desired by City are at the sole discretion and control of 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 ("Applicable Laws"). 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 City's project and shall replace the personnel with another personnel of equivalent experience and qualifications.

Contractor warrants that all material supplied and services performed under this Contract complies with or will comply with Applicable Laws. City warrants that it shall use any deliverable provided by Contractor in accordance with and for purposes that comply with all Applicable Laws.

2.0 Term of the Contract:

The Contractor shall commence performance of the services upon Notification to Proceed from the City and continue in a diligent and professional manner to perform and execute the agreed services to completion within **ninety (90) working days** after services of the Notification to Proceed, unless this Contract is extended or terminated earlier as provided herein.

3.0 Compensation:

The method of payment for this Contract shall be on an agreed lump sum basis, payable at specific milestones of the Contract. The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved by the City**.**

The agreed maximum sum payable for performance of all work and services pursuant to this Contract is **Three Hundred Twenty Three Thousand Six Hundred Eighty Nine Dollars ($323,689.00)** payable as follows:

- **Execution of Contract by Parties: $ 95,000**
- **City acceptance of engineering & CAD drawing: $160,000**
- **Completion if installation and training: $ 68,689**

Contractor's invoice(s) shall be delivered or mailed to the **Director, Compton General Services Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of work performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records, materials and equipment associated with the performance of this Contract. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation of **$323,689.00.**

4.0 Key Personnel:

4.1 Contractor's Representative. Contractor hereby designates **Andrew Maisner**, **President** 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.

4.2 City's Representative. City hereby designates the **Director, General Services Department** or his/her designee as City's Representative for this Contract.

5.0 Supervision of Services:

Contractor shall supervise and direct the services, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all services means, methods, techniques, sequences and procedures and for coordinating all portions of the services.

6.0 Safety:

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

6.1.2 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 any of the locations (i.e. "Site" or "Sites") where services are performed pursuant to this Contract;

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

.c The property located at the Site, whether or not said property or structures are part of the services or involved in the services.

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

6.1.4 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.

6.1.5 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.

7.0 Indemnity:

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

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

8.0 Insurance:

8.1 Insurance Requirements. 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 8.0.

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 Contract 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 Contract.*** 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.

8.2 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 Contract. 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:

8.2.1 Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **One Million Dollars ($1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Services.

.a The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) contain any exclusions contrary to the Contract.

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars ($1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident."

8.2.3 Worker's Compensation. Worker's Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than **One Million ($1,000,000.00)** per accident for bodily injury and disease. Worker's 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.

8.2.4 Professional Liability. Errors and omissions liability appropriate to the professional engineering services performed pursuant to this Contract 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.

8.3 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.

8.3.1 The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) shall be endorsed to provide the following:

.a 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 Contract.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c 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.

8.3.2 The policy or policies of insurance required by Section 8.2.2 (Automobile Liability) shall be endorsed to provide the following:

.a 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.

8.3.3 The policy or policies of insurance required by Section 8.2.3 (Worker's Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b 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.

8.3.4 The policy or policies of insurance required by Section 8.2.4 (Professional Liability) shall be endorsed to provide the following:

.c 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.

8.4 Waiver of Subrogation. Required insurance coverage's 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.

8.5 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.

8.6 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 on forms approved by 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.

8.7 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.

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

9.0 <u>Non-Discriminatory Employment Practices:</u>

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.

10.0 Successors 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, Contracts and obligations contained in the Contract Documents. Neither party to the Contract 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.

11.0 Warranties:

The Contractor guarantees all equipment, materials, supplies and services furnished on the job against defective construction or workmanship for a period of one (1) year following completion of the various tasks/deliverables pursuant to this Contract.

If within one (1) year after the date of completion of the each of the various tasks/deliverables, any of the services is found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive termination of the Contract. The City shall give notice promptly after discovery of the condition.

12.0 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 of Compton, and is not authorized to act on behalf 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 Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers, joint venture or partner 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. Contractor will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

The payment(s) made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any 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 Contractor of Contractor for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Contractor.

13.0 Permits and Licenses:

Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, 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 Contract, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

14.0 Termination:

Notwithstanding any other provisions of this Contract, this Contract may be terminated by either Party at any time by giving the other Party at least fifteen (15) days prior written notice. Either Party may terminate this Agreement immediately upon written notice to the other Party if: (a) the other Party commits a material breach of this Agreement, which is not cured within ten (10) days of receipt, or (b) immediately upon written notice if the other Party becomes insolvent, is dissolved or liquidated, makes general assignment for the benefit of its creditors, files or has filed against it a petition for bankruptcy, or has a receiver appointed for a substantial part of its assets, or (c) 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 materials or fails to make prompt payment to subcontractors or for materials or labor.

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.

15.0 Ownership of Documents/Equipment:

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other materials ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing services pursuant to this Contract and all equipment upgraded, replaced and installed shall be and are the property of the City**,** whether or not the services are completed.

16.0 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, services 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.

17.0 Waivers:

A waiver by either party to this Contract 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.

18.0 Amendments:

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

19.0 Notice:

All notices, demands or requests to be given under this Contract shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the third business 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.

To Contractor:	**TV Pro Gear** **1630 Flower Street** **Glendale, California 91201** **Attn: Andrew Maisner, President** **(818) 246-7100** **(818) 246 1945 - fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, General Services Department** **(310) 605-5519** **(310) 764-2143 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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.

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

21.0 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 Contract.

22.0 Covenants Against Contingent Fees:

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

23.0 Waivers:

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

24.0 Entire Contract:

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

25.0 Governing Law and Severability:

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

Should any part of this Contract 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 Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

26.0 Federal and State Withholding Taxes:

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

27.0 Miscellaneous:

Contractor and City acknowledge that the terms of this Contract 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 Contract, 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 Contract, and the City, by its City Manager, who is authorized to do so, has executed this Contract.

TV PRO GEAR/CONTRACTOR

Dated: _____ **By _____**
Andrew Maisner, President

CITY OF COMPTON
Recommended for Approval by:

By _____ **Dated: _____**
Van Wilson, Director
General Services Department

Approved by:

Dated: _____ **By _____**
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

Schedule A List of Equipment

Qty	Manufacturer & Model	Description
Studio Control Room Consoles		
1	TBC Consoles SmartTrac ST3E-3T	87" Wide Console with Electric Lift
3	TBC Consoles SmartTrac ST-RT2	2 RU aluminum turret for SmartTrac
1	TBC Consoles SmartTrac ST-RD2	Rear Door, Vented, Hinged and Removable fits ST3
1	TBC Consoles SmartTrac SC-PTR	Producer's Table Right Side
3	TBC Consoles SmartTrac FP-3500	LCD arm, trac mounted, "floating" with height adjustment
1	TBC Consoles SmartTrac SM-C-DM	Speaker Arms, trac mouted (Direct Mount Version)
1	TBC Consoles SmartTrac PS-1615	Power Strip with 16 15-Amp Outlets
1	TBC Consoles Crate & Freight	Crate and Freight from Long Island, NY to Compton, CA
Cameras and mounting Equipments		
7	Panasonic AW-HE130N	HD Robotic Camera with 20X Zoom Lens
1	Panasonic AW-RP150	Robotic Camera Controller
7	TVPG PTZ Camera Cable Bundle	150' Cable *(Include Video, CAT5 and Power)*
7	TVPG PTZ Camera Mounting Brackets	PTZ bracket for wall mounting
Projector and Screen		
1	Panasonic PT-DZ780BU	7000Lumen DLP Projector
1	Panasonic ET-DLE350	Long throw zoom lens
1	Da-Lite Cinema Contour Screen	16x9 De-matte Screen
Switcher, Title Generators, Internet Encoders, Instant Replay, Recorders		
1	Ross CUF-124	Carbonite Ultra 1- M/E Switcher Frame
1	Ross CUF-ADD-I/OPLUS	Adds Frame Syncs to all inputs on Ultra Frame
1	Ross CUF-PSU	Power Supply for Carbonite Ulta Engine
1	Ross CB2-Control Panel	Carbonite Black 2 M/E Panel with 16 Crosspoints
1	Ross PSU-12V16A-6PIN	12V 16A PSU with 6 Pin Connector for Redundancy
1	Ross Xpression XPN-2RU-M7	XPression 2RU HD-SDI Chassis
1	Ross Xpression XSTS-0001	XPression Studio Single Channel Software Includes: • Creation & Playout Software Software • Support for 1 Output Channel (fill+key) • Unlimited Output Layers • Support for 1 Video Input Channel • Support for 1 Physical Preview Channel • Support for 1 Virtual Preview Channel • Support for Virtual Frame Buffers
1	Ross XST-DLQ	DataLinq Server Option
1	Ross XST-CLIP-SERV	Clip Server Option
1	Ross XPN-KBD	Xpression Custom Keyboard
1	Ross DB-LCS-001	DashBoard GUI Layout for Lightning Control System
1	Ross DB-PTZP-001	DashBoard Controller for Panasonic AW-HE PTZ camera.
1	Ross DB-TURNKEY-HW	DashBoard Turnkey Client

Qty	Manufacturer & Model	Description
Video Recorders		
1	BlackMagic HyperDeck Studio Pro	Rack Mounted HD-SDI SSD Disc Recorder
2	Digistor 1TB SSD Drives	Media for BMD Hyperdeck Studio Recorder
Test, Measurement, Signal Distribution		
1	Ross NK-3G34	34x34 3G/HD/SD Reclocking SDI Routing System
1	Ross NK-A32-HQ	32x32 Stereo Analog Audio Routing System
1	Ross RCP-ME	40 LED Illuminated Button Local / Remote Control Panel
1	Ross NK-IPS	NK Network IP Configuration Device
1	Ross NK-VRC	Virtual Routing Core Device (Required if Video & Audio)
1	TP-Link TL-SG1016D	16-Port Gigabit Ethernet Unmanaged Switch/Router
1	Netgear R6700	4-Port Nighthawk Wifi Router
Open Gear Equipment		
1	Ross OGX-FR-CN	21-Slot Card Frame with Power Supply and Ethernet Card
1	Ross PS-OGX	600 Watt Universal Power Supply for OGX Frame
1	Ross SSE-8673-R2C	Single Channel IP Streaming Encoder w/Rear Module
1	Ross UDA-8705A-R2	Analog Video Dist. Amp. with Rear Module, R2-8705
2	BlackMagic OpenGear Card	Audio to SDI (embedder) Card
1	BlackMagic OpenGear Card	SDI to Audio (de-embedder) Card
1	BlackMagic OpenGear Card	HDMI to SDI Card
1	BlackMagic OpenGear Card	SDI to HDMI Card
1	BlackMagic OpenGear Card	Sync Generator (10 outputs) Card
Other Test/Measurment/Distribution		
1	BlackMagic Teranex AV	12G HD-SDI to SD-SDI Up/Down/Cross converter
1	BlackMagic SmartScope Duo 4K	Dual LCD 8" Waveform/Vector/Parade/Histogram Display
1	ESE ES-488U	Timecode Generator/Inserter/Reader
1	CyberPower PR2200LCDRT2U Sinewave	1600W Uninturruptable Power Supply/Battery Backup
Audio Equipment		
1	Marshall AR-AM4-B	4 Stereo Channel Audio Amp with LED Meters
2	Genelec 8010AP	Bi-Amplified Near Field Speakers
17	Sennheiser KE10 Mics with MAT 153 Stand	Gooseneck Microphones with Desk Stand/push to talk
5	Sennheiser MKE-2	Wired Lavalier Condenser Microphones
2	Sennheiser ew 500 G4-MKE2-AW+ Wireless	Wireless Microphone System-MKE-2, transmitter&receivr.
2	Sennheiser DW-4-US C	Handheld Wireless Microphone and Receiver
2	Sennheiser Goosneck Wireless Microphones	MEG 14-40B Mic, DW Receiver, 133-S GN Stand

Qty	Manufacturer & Model	Description
Monitoring Equipment		
1	LG Electronics 55UK7700	55-Inch 4K UHD HDR Smart LED TV
2	LG 24M47VQ	24-Inch 1080p Smart LED Television/Monitor
3	Black Magic Micro Converter	SDI to HDMI Converter for Display
Intercom System		
1	Clearcom MS-702	2-Channel Headset/Speaker Main Station
1	Clearcom RM-702	2-Channel Headset/Speaker Remote Station
2	Clearcom RS-701	Single Channel Wired Beltpack
4	Clearcom CC-26K-X4	Single Ear, Lightweight Headset with 4-Pin Female XLR
1	Clearcom GM-9	GN-250--25 cm/10" Plug-in gooseneck microphone
Cables, Connectors and Custom Access Panels		
250	Neutrik Audio Connectors	Male and Female XLR and 1/4" TRS Connectors
3	Kings BNC Video Connectors	Cable Mounted Video Connectors
1	Middle Atlantic	Filler Panels, Cable Bracing Bars, Swival Arms, Screws
1	Freight Expense	Inbound Freight Expense
System Integration		
60	Hours of Labor	System Design, Engineering and CAD Drawing
300	Hours of Labor	Mount Equipment, Cut, Solder, Crimp and Install Cables
24	Hours of Labor	Testing System (Engineer and Wire Technicial)
40	Hours of Labor	Training Client's Staff

Sub Total $320,485
Sales Tax 3,204
GRAND TOTAL 323,689

SCHEDULE "B" – Production Schedule

This project will be assigned a project manager who will be the main point of contact for the project. The project managers' responsibilities include:

- Supervise engineering to timely deliver a comprehensive set of elevations and CAD drawings
- Obtain from [INITIALS] signed copies of the elevations, patch panel layouts and CAD drawings prior to purchasing equipment.
- Oversee all equipment purchases and delivery
- Develop and manage the project time schedule
- Manage the integration crew
- Oversee weekly progress meetings and reports
- Keep [INITIALS] apprised of project progress
- Implement changes if requested by [INITIALS]

Projected Project Time Schedule

- Day 01 Receive signed contract and deposit
- Day 21 Complete Elevations and CAD drawings and get [INITIALS] approval
- Day 22 Order Video Equipment
- Day 25 Complete Wire Run List and Create Wire Labels
- Day 30 Complete rack mounting of equipment
- Day 32 Start cutting wires and terminating one end of each wire
- Day 48 Complete wiring of video, audio, reference, intercom wiring
- Day 49 System configuration
- Day 51 Start testing all wire connections for correct source, destination and labeling
- Day 53 Complete testing procedure
- Day 55 Compton inspection and approval
- Day 57 Train Compton's staff
- Day 61 Complete training

SCHEDULE "C" – Training Curriculum

Day 1

- Complete System Overview
- Setting up the cameras and learning the camera menus
- Use of the Signal Rasterizer
- Signal Overview (using the router and access panels)
- Use of the camera remote paint panels
- Switcher Overview (capabilities and use)
- How to configure the switcher and how to route signals through it.
- How to set up the multiviewer (assigning tally, audio meters, clocks)
- Use of Digital Video Effects
- Use of Keyers (luminance and Chroma)
- Use of Clip/Still Stores

Day 2

- Using the recorders (recorder and playback)
- Use of the up/down/cross converters
- Using the title Generator
- Use of the Internet encoder

Day 3

- Audio Overview
- Use of the audio router panel
- Using the wireless microphones
- Using the mixer
- Using the Intercom System

Day 4

- Review all systems
- Answer qustions
- Build template

Day 5

- City Council Meeting first shoot with new equipment

June 25, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR THE COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL FOR ANIMAL CONTROL SERVICES TO THE CITY OF COMPTON FOR FISCAL YEARS 2019-2020 THROUGH 2023-2024 ($1,000,000.00)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a five (5) year (i.e. July 1, 2019 through June 30, 2024) contract with the County of Los Angeles Department of Animal Care and Control for provision of animal care and control services to the City and establish a purchase order in the amount of One Million Dollars ($1,000,000.00) for services rendered during Fiscal Year 2019-2020.

BACKGROUND

The City does not have adequate facilities, equipment, shelters, trained caretakers, veterinary personnel, etc. to handle animal care and control services; thus, for a number of years the City has contracted with the County of Los Angeles, Department of Animal Care and Control in order to provide these services.

Typical services provided by the County include, but are not limited to, dead animal pick-up, capture, impoundment, care of stray animals, licensing and medical services. The County bills the City on a monthly basis for housing services according to costs that the County incurs, with the City receiving offsetting credits for licensing and impounding.

On July 22, 2014, the City Council adopted Resolution No. 24,880, which authorized a five (5) year renewal of the services agreement with the County of Los Angeles Department of Animal Care and Control to provide animal control services for the City for the period of July 1, 2014 to June 30, 2019 (“Agreement”). This agreement is due to expire on June 30, 2019.

STATEMENT OF ISSUE

During Fiscal Year 2018-2019, the Los Angeles County Animal Care and Control division provided kennel services for more than twelve thousand (12,000) dogs, cats and other animals, and disposed of seven hundred (700) animals. The Animal Care and Control Department also collected license fees and penalties for more than two thousand (2,000) pets within the City of Compton. Because the City is not equipped nor has the personnel or facilities to provide these needed services to protect the health and welfare of the City and its citizens, staff finds that the renewal of the Agreement is necessary, beneficial and advantageous to the City.

The term of the Agreement with the County of Los Angeles for animal services shall be for five (5) years commencing on July 1, 2019 through June 30, 2024. The annual payments projected for services rendered are $1,000.00.00 (One Million Dollars).

FISCAL IMPACT

Funds in the amount of $1,000,000 (One Million Dollars) have been allocated in the Fiscal Year 2019-2020 Budget in Account No. 1001-670-000-4269 and will be appropriated into each of the subsequent Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024 budget adoptions.

ALTERNATIVE

No alternatives offered at this time. By State statute each City must have some type of animal control services to protect the health and well-being of the City and its citizens.

RECOMMENDATION

Staff recommends that the attached Resolution to renew the Animal Control Services Agreement between the City of Compton and the County of Los Angeles for Fiscal Years 2020-2024 be adopted by the City Council.

ANTHONY WARD, CODE ENFORCEMENT MANAGER
CITY MANAGER'S OFFICE

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, Jr.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR THE COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL FOR ANIMAL CONTROL SERVICES TO THE CITY OF COMPTON FOR FISCAL YEARS 2019-2020 THROUGH 2023-2024 ($1,000,000.00)

WHEREAS, the City has historically contracted with the County of Los Angeles County for provision of animal control services to the City through the County's Department of Animal Care and Control Division. These services are a continuous necessity to protect the health and welfare of the City and its citizens; and

WHEREAS, the City does not have adequate facilities, equipment, shelters, trained caretakers, veterinary personnel, etc. to handle animal care and control services; thus, for a number of years the City has contracted with the County of Los Angeles, Department of Animal Care and Control in order to provide these services; and

WHEREAS, typical services provided by the County include, but are not limited to, dead animal pick-up, capture, impoundment, care of stray animals, licensing and medical services. The County bills the City on a monthly basis for housing services according to costs that the County incurs, with the City receiving offsetting credits for licensing and impounding; and

WHEREAS, on July 22, 2014, the City Council adopted Resolution No. 24,880, which authorized a five (5) year renewal of the services agreement with the County of Los Angeles Department of Animal Care and Control to provide animal control services for the City for the period of July 1, 2014 to June 30, 2019 ("Agreement"); and

WHEREAS, the City is not equipped nor has the personnel or facilities to provide these much needed services to protect the health and welfare of the City and its citizens, staff finds that the renewal of the Agreement is necessary, beneficial and advantageous to the City; and

WHEREAS, the term of the Animal Control Services Agreement with the County of Los Angeles shall be for five (5) years commencing on July 1, 2019 through June 30, 2024.

WHEREAS, funds for this expenditure have been allocated in the Fiscal Year 2019-2020 Budget in Account No. 1001-670-000-4269 and will be appropriated into each of the subsequent Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024 budget adoptions.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized enter into a five (5) year (i.e. July 1, 2019 through June 30, 2024) contract with the County of Los Angeles Department of Animal Care and Control for provision of animal care and control services to the City.

SECTION 2. That funds in the amount of One Million Dollars ($1,000,000.00) will be allocated in the Fiscal Year 2019-2020 Budget in Account No. 1001-670-000-4269 and will be appropriated into each of the subsequent Fiscal Years 2020-2021, 2021-2022, 2022-2023 and 2023-2024 budget adoptions.

SECTION 3. That a purchase order is authorized to Los Angeles County Department of Animal Control in the amount not-to-exceed of $1,000,000 for services rendered during Fiscal Year 2019-2020 (i.e. July 1, 2019 through June 30, 2020).

SECTION 4. That the certificated copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Controller, City Attorney and Code Enforcement Division.

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

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

LOS ANGELES COUNTY
ANIMAL CARE & CONTROL | redefining CARE

Marcia Mayeda, Director

May 6, 2019

Mr. Cecil Rhambo
City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Dear Mr. Rhambo:

NEW SERVICES AGREEMENT, FISCAL YEAR 2019-20
SERVICE LEVELS, AND BILLING RATES

Thank you for your ongoing partnership in protecting the people and animals in your city and the County of Los Angeles. As we advised in our letters dated January 16, 2019, and March 28, 2019, the current five-year City-County Municipal Services Agreement (Agreement) for animal care and control services is due to expire on June 30, 2019. The purpose of this letter is three-fold and will address the new Services Agreement, Fiscal Year (FY) 2019-20 service levels, and billing rates.

City-County Municipal Services Agreement and Service Level Request

The new Agreement (enclosed) was approved by the County of Los Angeles Board of Supervisors (Board) on April 30, 2019. The Department of Animal Care and Control (Department) is seeking your cooperation in executing the Agreement to ensure uninterrupted services within your jurisdiction. This new Agreement will be effective upon the execution of both parties. Please review, obtain the signature of your authorized representative, and submit two copies to the Department by **Thursday, June 13, 2019**. A copy of the executed Agreement will be provided to you, following the signature by our Director.

The completed documents should be submitted to:

County of Los Angeles
Department of Animal Care and Control
Attention Contract Management Division
5898 Cherry Avenue
Long Beach, CA 90805

To ensure the implementation or continuation of requested services within your jurisdiction, please complete and include the enclosed Service Level Request (SLR) (Attachment B). We request that your city submit the initial SLR form by the deadline to ensure newly selected services will take effect on the first day of July. Your City is only required to complete the attached SLR one time for the duration of the five-year contract unless you wish to amend services.

The completion of this SLR is consistent with the terms of the Services Agreement, providing the Department with an acknowledgment of planned services and allowing for operational planning and deployment of resources. You may submit an amended SLR at any time. Any additions or deletions to services will be scheduled for implementation upon agreement by both parties.

Fiscal Year 2019-20 Billing Rates and Methodology

As we have previously communicated, the County of Los Angeles Board of Supervisors (Board) has suspended the implementation of the new billing methodology presented to your city last year. A consultant will be engaged to perform a fiscal and operational audit of the Department after which the Board will determine what further action, if any, should be taken.

The initial billing rates for FY 2019-20 have been developed in accordance with the methodology that has been used for the last five years which provides for annual adjustments by the County Auditor-Controller (A-C). We will advise you of any changes to billing rate calculations upon the completion of the fiscal and operational audit. The billing rates for FY 2019-20, beginning July 1, 2019, include rate increases determined by the A-C, based on the current methodology. The rates are summarized on the first page of the City-County Municipal Services Billing Rates (Attachment C).

The FY 2019-20 rate for Dog and Cat Kennel Services per day (depicted on Attachment C) has been determined by the Auditor-Controller to be $49.03. This compares to the FY 2018-19 rate of $44.85, as referenced in the June 14, 2018, correspondence to you.

If you have any questions, concerns, or are interested in scheduling a meeting, please contact Ms. Whitney Duong, Contract Management Division Liaison, at (562) 256-2412 or via e-mail at wduong@animalcare.lacounty.gov.

Sincerely,

MARCIA MAYEDA
Director

MM:BW:AMJ:WD:mr
s:\cc\sa\fy 19-20\new sa ltr to cities (may 2019) final.doc

Enclosures

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF COMPTON

THIS MUNICIPAL ANIMAL CARE AND CONTROL AGREEMENT ("Agreement") between the COUNTY OF LOS ANGELES ("the County") and the CITY OF COMPTON ("the City"), together known as "the Parties," is made and entered into July 1, 2019, or when signed by all Parties, whichever is later.

RECITALS

a. The City desires to contract with the County to perform the animal care and control functions described in this Agreement; and

b. The County is agreeable to providing such services on the terms and conditions set forth in this Agreement; and

c. Such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the Parties mutually agree as follows:

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

1.1 The County agrees, through the County Department of Animal Care and Control ("the Department"), to provide general animal care and control services within the corporate limits of the City to the extent and in the manner stated in the Agreement and its Attachments.

1.2 Except as otherwise specifically stated in the Agreement, the services will only encompass duties and functions of the type coming within the jurisdiction of and customarily provided by the County under the Charter of the County, the Los Angeles County Code, and the statutes of the State of California. The County will provide services in accordance with the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments enacted to Title 10, except as otherwise agreed by the Parties in the most recently executed Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The County will control all aspects of the services provided by the County including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.

2.2 In the event of a dispute between the Parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the City will be consulted and agreement between the Parties attempted. If agreement cannot be reached, the County will make the final and conclusive determination of the dispute.

2.3 All City employees who work with the Department under the Agreement will remain employees of the City and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County. No City employee will become an employee of the County unless by specific additional agreement in the form of a merger contract, which must be concurrently adopted by the City and the County. Except as otherwise specifically set forth in the Agreement or in the attached Service Level Request, to the extent the County provides the City with animal licensing services, neither the City employees nor their agents will perform any function related to the licensing of animals, including collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the Department for services performed by employees of the Department.

2.4 For the purposes of performing services under the Agreement, and only for the purpose of giving authority for Department staff to provide these services, every County officer and/or employee engaged in performing any service will be deemed to be a contracted officer or employee of the City while performing service for the City, provided the service is within the scope of the Agreement and is a municipal function.

2.5 The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under the Agreement. Except as described under Section 5.0, the City will not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment while providing services under the Agreement.

2.6 The County agrees that it is subject to the County Civil Services Rules prohibiting discrimination based on non-merit factors.

3.0 DEPLOYMENT OF PERSONNEL

3.1 The Department in cooperation with the City will determine how to provide the services required by the Agreement.

3.2 The City agrees to complete an Attachment B, Service Level Request form, specifying the level of service to be provided, which will be signed and authorized by the City and the Department representative and attached to the Agreement. The Department will issue annual notifications of any change to the billing rate as stated in Paragraph 8.2. Unless the City changes other provisions within the most recent executed Service Level Request, it is not necessary to execute a revised Service Level request to reflect a billing rate change.

3.3 The City may at any time request a change in level of service by completing a revised Attachment B, Service Level Request form, and submitting the form to the Department. The revised level of service to be provided and current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to the Agreement as an amendment. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined by the Department. The Department reserves the right to approve or disapprove requests on the Service Level Request in accordance with Section 3.1 of this Agreement.

3.4 The City is not limited to the services indicated but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The County reserves the right to determine, in its sole discretion, whether the Department can provide requested services.

4.0 PERFORMANCE OF CONTRACT

4.1 For performing services under the Agreement, the County will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service.

4.2 Nothing in the Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in performance of the services.

4.3 Any use of special supplies, stationery, notices, forms, in other than standard Department format, must be approved by the Director of the Department and supplied by the City at its own cost and expense.

4.4 If requested, the Department will use its best efforts to attend one in-person meeting with the City, up to three hours duration, per quarter at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of the Department's contract management staff's time at meetings requested by the City. Due to a lack of availability of meeting space in County facilities, the City will provide a mutually agreed upon meeting space and location for all in-person meetings or meet at the Department's headquarters in Long Beach, California.

4.5 If requested, the Department will use its best efforts to send representatives to the City's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the Department is needed.

4.6 If requested, the Department will use best efforts to coordinate a conference call meeting once per month at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of County representatives' time at meetings requested by the City.

4.7 The Department will make available upon request, at no charge to the City, the reports listed on the Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included on Attachment A, Description of Services, or those requested at more frequent intervals, the Department will account for the hours of staff time required to produce the reports. The County will provide, at no charge to the City, up to 12 hours of staff time annually for any additional requested reports. The City will be responsible for any excess hours at the current billing rate for staff time as listed in Attachment C, City-County Municipal Services Billing Rates.

5.0 INDEMNIFICATION

5.1 The Parties have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into the Agreement as if set out in full in the Agreement.

5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date will supersede the Joint Indemnity Agreement previously in effect between the Parties.

6.0 TERM OF CONTRACT

6.1 Unless sooner terminated as provided for in the Agreement, the Agreement will be effective July 1, 2019, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2024, unless sooner terminated or extended.

6.2 At the option of the Board of Supervisors and with the consent of the City Council, the Agreement may be renewable for successive periods not to exceed five (5) years each.

7.0 RIGHT OF TERMINATION

7.1 Either Party may terminate the Agreement as of the first day of July of any year upon notice in writing to the other Party of at least sixty (60) days before the termination date.

7.2 Despite any provision to the contrary in the Agreement, the City may terminate the Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed under the Agreement. In such an event the Agreement will terminate sixty (60) calendar days from the date of the City's notice to the County.

7.3 The Agreement may be terminated at any time, with or without cause, by either Party upon written notice given to the other Party at least one hundred eighty (180) days before the date specified for that termination.

7.4 In the event of an unresolved dispute, either Party may terminate the Agreement by giving not less than sixty (60) days' notice in writing to the other Party. A dispute is unresolved when both Parties agree that there is no resolution and no intent by either Party to continue to seek a resolution.

7.5 In the event of a termination, each Party will fully discharge all obligations owed to the other Party that accrued before the date of the termination, and each Party will be released from all obligations which would otherwise accrue after the date of termination.

8.0 CONTRACT SUM

8.1 The City will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the County

Auditor-Controller and set forth in the current Attachment C, City-County Municipal Services Billing Rates.

8.2 The rates indicated in the City-County Municipal Services Billing Rates form will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the County.

8.3 The City will be billed based on the current service level described in the latest Attachment C, City-County Municipal Services Billing Rates form, submitted by the City and approved by the County.

8.4 The cost of additional services requested under the Agreement and not set forth in the Service Level Request form will be determined by the Department in accordance with the policies and procedures established by the County.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-five (25) days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) days after the date of the invoice.

9.2 If payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest on the unpaid amount. For all disputed amounts, the City will provide the County with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) days after receipt of the invoice. The Parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) days after the date of the written resolution.

9.3 Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.

9.4 Despite the provisions of Government Code Section 907, if payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, or in the case of disputed amounts, from the date of the written resolution, the County may satisfy such indebtedness, including interest on unpaid amounts, from any funds of the City on deposit with the County, without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

10.1 Each Party must designate a Primary Contact, identified in Attachment B, Service Level Request, to facilitate the services which are the subject of the Agreement. Except for necessary communications required for day-to-day facilitation of the services under the Agreement, which may be delivered by telephone, email, or in person, all notices or demands required, permitted, or desired to be given by one Party to the other must be in writing and mailed to the other Party's Primary Contact at the address identified in Attachment B, Service Level Request. Addresses and persons to be notified may be changed by either Party by giving written notice to the other Party.

10.2 Notices to the County of Los Angeles must be addressed as follows:

County of Los Angeles Department of Animal Care and Control
Contract Management Division
Attn: Contract City Liaison
5898 Cherry Avenue
Long Beach, CA 90805
Phone: (562) 256-2412

10.3 Notices to the City must be addressed to the contact person listed on the most recent Service Level Request on file and/or the current City Official or City Manager.

11.0 AMENDMENTS

11.1 All changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing the Agreement for the City is an authorized agent who has actual authority to bind the City to each term, condition, and obligation of the Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing the Agreement for the County is an authorized agent who has actual authority to bind the County to each term, condition, and obligation of the Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

13.1 The Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, City-County Municipal Services Billing Rates, along with the applicable Assumption of Liability or Joint Indemnity Agreement referenced under Section 5.0, constitute the complete and exclusive statements of the Parties which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement. All changes or amendments to the Agreement must be in writing and mutually executed by authorized personnel on behalf of the Parties. The Director of the Department or his/her designee is authorized by the County to execute amendments.

14.0 CONSTRUCTION OF AGREEMENT

14.1 Each Party has participated in the drafting and preparation of the Agreement, and each Party agrees that the Agreement will not be construed against any Party on the grounds that the Party drafted the Agreement.

15.0 IMPLEMENTATION OF AGREEMENT

15.1 Each Party agrees to execute the documentation required and to take such other actions as may be reasonably necessary to accomplish the purposes of the Agreement.

16.0 COUNTERPARTS

16.1 The Agreement may be executed in counterparts (including via facsimile), which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF COMPTON

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused the Agreement to be executed by the Director of the Department of Animal Care and Control and the City has caused the Agreement to be executed on its behalf by its authorized representative.

CITY OF COMPTON	COUNTY OF LOS ANGELES
By CECIL W. RHAMBO, JR. _____ City of Compton, City Manager Date	By _____ _____ MARCIA MAYEDA Date Director, Animal Care and Control
	APPROVED AS TO FORM:
By ALITA GODWIN _____ _____ City Clerk Date	MARY C. WICKHAM County Counsel
By CRAIG CORNWELL _____ _____ City Attorney Date	By _____ _____ Deputy County Counsel Date

ATTACHMENT A

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
DESCRIPTION OF SERVICES

I. Animal Care Services

The Department maintains several animal care centers that accept stray and relinquished animals. The Department also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or lost animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to euthanasia pursuant to State law. The hold period may vary and may be extended in an attempt to reunite the animal with an identified owner or for other reasons.

The Department is dedicated to providing appropriate and safe housing to all animals in the Department's animal care centers. The Department is required by law to provide a safe environment with proper food, water, shelter, opportunity for exercise, and medical care for the animals it houses. Medical care may be provided by Department staff or, at the Department's sole discretion, outsourced to a contracted veterinarian.

As requested by the City in Attachment B, Service Level Request, the Department will provide the City with Full Care Center Services; Animal Care for Transfer only; or No Care Center Services.

A. Full Care Center Services

All animals collected in the field within the boundaries of the City or determined to have originated within the boundaries of the City may be housed at a County animal care center. Impounded animals will be vaccinated and provided medical care, food, and shelter. The Department may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

The Department will make reasonable attempts to house animals from the City at the animal care center closest to the City. The nearest animal care center to the City will be designated as the primary animal care center. There may be circumstances in which the Department will house animals collected from the City at an alternate location.

Full Animal Care Center services include:

- Providing food, water, shelter, enrichment, and medical care for animals in the Department's care;
- Holding stray animals and attempting to reunite them with their owners;
- Accepting unwanted animals surrendered by their owners;
- Making best efforts to find new adoptive homes for domestic animals and livestock;
- Quarantine and observation of animals for rabies and other diseases at the direction of the Department of Public Health;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters;
- Holding animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Spay and neuter services for dogs and cats pursuant to State law;
- Medical treatment and surgeries to make animals more adoptable;
- Euthanizing sick, injured, dangerous, unweaned, feral, or un-adopted animals;
- Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations;
- Filing annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Connecting pet owners to services to increase owner retention of pets; and
- Maintaining regular hours of operation for the public.

B. Animal Care for Transfer

If the City has opted for animal care for transfer services in Attachment B, the Department will provide temporary housing until the City has transported the animal(s) to another animal care facility. Services will be the same as described for Full Shelter Service above. The Department will only release animals to be transported to an animal care facility approved in advance by the Department and documented in Attachment B. The Department will only release an animal to persons capable of transferring an animal safely in a vehicle appropriate for the humane transfer of the animal. The City will be responsible for all costs of the temporary care and housing at the Department's animal care center, as well as the subsequent costs of transportation, care, and housing at the animal care location of the City's

choice. The Department may refuse to release an animal for transport if, in the reasonable assessment of the Department, the vehicle in which the City desires the animal(s) to be transported poses an unacceptable risk of harm to the animal(s) or others, or if the animal is ill or injured to the extent that transportation would cause further injury or suffering.

The Department will not provide transportation from the field or from a County animal care center to any alternate animal care location, except as necessary for the needs of the County. If necessary, the Department may transport an animal(s) to an alternative animal care location of the City's choice and the City will be responsible for the cost of such transport at the current billing rate for field service staff.

The City will be responsible for all costs for the impound, care, and housing at the Department's animal care center, as well as the subsequent costs of care and housing at any animal care facility of the City's choice. The City's designated shelter location is listed in Attachment B, Service Level Request.

II. Field Services

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10, "Animals," and all future amendments, except as otherwise agreed to by the Parties in Attachment B, Service Level Request.

A request by the City for the Department to enforce Los Angeles County Code, Title 10, Chapter 37, will authorize the Department to provide an administrative hearing process to accomplish the enforcement when applicable.

In order to harmonize the terms of this Agreement with the provisions of the City's municipal code, the City must adopt Title 10 "Animals" of Los Angeles County Code ("Title 10"). The City may adopt or opt out of provisions of Title 10 only as agreed to by the Department. The City is encouraged, but not required to, adopt Title 10 in such a way as to incorporate all future amendments.

The Department will inform the City of any proposed changes to Title 10 with as much advance notice as practical, with the intention to provide the City with an opportunity to submit input to the Department and the County related to the proposed changes. The Department shall notify the City of the passage of any change to Title 10 by the County Board of Supervisors as soon as practical. The Department will inform the City whether the City may adopt or opt out of the changes to Title 10.

Description of Field Services

The Department will provide sufficient resources and services for animal control field services. Services consist of Department personnel performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Promptly responding to reports of vicious and dangerous animals that pose a threat to public safety;
- Capturing and impounding stray domestic animals;
- Capturing and impounding or returning domestic animals at large;
- Accepting and caring for animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property as set forth in Section 10.12.130 of the County Code;
- Educating the public and enforcing State laws and local ordinances, including leash laws, animal cruelty laws, and the laws relating to keeping of wild or exotic animals;
- Investigating cases for possible criminal prosecution, including misdemeanor and felony crimes; issuing citations; collecting evidence; preparing reports; testifying in court and other hearings;
- Investigating appropriate cases for potential administrative actions pertaining to animals; preparing appropriate documentation to pursue administrative declarations; conducting administrative hearings, consistent with state and County laws; and defending declarations that are challenged in court;
- Rescuing ill, injured, or abused animals;
- Enforcing animal nuisance complaints such as excessive animal noise and other violations; issue administrative or criminal citations as appropriate;
- Assisting local law enforcement with their investigations when animals are involved, such as the service of search warrants and impounding animals belonging to persons taken into custody;
- Responding to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones;
- Maintain a 24 hour dispatch and communications center to receive calls for service and dispatch staff for field response as appropriate; and
- Maintaining records as necessary.

A. Standard Service Plan

The standard service plan includes answering calls for service 24 hours per day, seven days per week, dispatching or assigning field staff, and performing duties in the field based on priority, location, and availability of staff. Services provided under the Standard Service Plan are similar to those services the Department provides to unincorporated communities in Los Angeles County.

B. Limited Service Plan

The limited service plan includes standard services on a part-time basis during days and hours specified in the Service Level Request. Billing rates are described in Attachment C, City-County Municipal Services Billing Rates.

III. Individual Animal Licensing Services

Adult dogs four months and older are required by State law to have individual licenses. The City may request that the Department enforce licensing requirements in the City for dogs, cats, or other animals as described in Attachment B. The City may adopt the County's fees for animal licenses or set its own fees as permitted in Attachment B.

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment is received and processed annually on a fee-per-license basis. A current license will be required before an animal will be released to a resident of the City. Fees from licenses collected will be credited to the City monthly in arrears.

The Department's animal licensing services include:

- Issuing animal licenses for pets as requested by the City;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties, and other financial remittances; and
- Maintaining a database for animal licensing, records of calls for service, and actions taken.

IV. Additional Outreach and Enforcement Services Options

The City may request the Department to provide additional services as outlined below.

A. Animal License Enforcement Services

License Enforcement Services provides staff to perform individual animal license enforcement in designated areas within the City. This program includes:

- Issuing new licenses and renewing expired licenses;
- Issuing citations to violators of animal licensing ordinances;
- Collecting license revenue, delinquency charges, and authorized fees; and
- Recording licensing data in the Department's database.

B. Animal Facility Licensing

The Department's Animal Facility Licensing program provides staff to perform animal facility inspection and licensing to animal-related businesses or organizations that require a license under Title 10 of the County Code. Animal-related facilities are inspected annually to ensure the well-being of the animals as well as the health and safety of the public. Licensees are provided a letter grade based on the results of the inspection.

The Department retains facility license fees to offset the cost of annual inspections and related administrative costs. Staff time for licensing and inspections are not billed to the City. Investigations in response to complaints about activities at a licensed location are conducted by field officers based in the Department's animal care centers, and are billed in accordance with Attachment C, City-County Municipal Services Billing Rates.

This program includes:

- Annual inspection of any premise used by an animal related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities;
- Issuing grades to animal facilities consistent with the requirements of Section 10.28.270 of the County Code;
- Follow-up inspections of animal facilities as necessary;
- Collection of license fees to offset the cost of services; and
- Documentation and maintenance of records as necessary.

C. Vaccination and Microchip Clinics

California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics". The Department holds periodic low cost rabies vaccination and microchip clinics at its animal care centers. If the City chooses additional rabies vaccination and microchip clinics, the following services are offered:

- Providing or assisting in arranging for low cost vaccinations and microchips;
- Staffing low cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
- Licensing animals vaccinated at the clinic; and
- Assisting jurisdictions in promoting these community based clinics.

D. Spay/Neuter Trust Fund

The City may elect to contribute $5.00 per altered and unaltered dog license to the Spay/Neuter Trust Fund. Participation in the Spay/Neuter Trust Fund allows the Department to offer a low-cost or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. The Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them.

V. Records

Upon reasonable notice, the Department shall make available to authorized representatives of the City of «City», for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City shall ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 6250 et. seq.).

Upon request, the following standard reports are available from the Department on a monthly basis:

1. Dogs and/or Cats Impounded
2. Animals Returned to Owners
3. Dogs and/or Cats Abandoned
4. Special Intake Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Intake Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Impound

In accordance with Section 4.7 of the Services Agreement, the Department will provide up to 12 hours of staff time annually for producing special reports to the City at no cost. Additional staff time will be charged to the City at the current reimbursement rate for applicable staff time.

ATTACHMENT B

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL

AND

THE CITY OF

COMPTON

FISCAL YEAR 2019-20 SERVICE LEVEL REQUEST

I. Animal Care Center Services

The level of animal care center service that the City requests and the County agrees to, is (select one of the three options below):

☒ Full Service

Primary animal care center: Downey Animal Care Center

☐ Animal Care Center Services for Transfer

City's Animal Care Facility contact information:

Agency Name: _____

Telephone: _____

Address: _____

_____

☐ No Animal Care Center Services

II. Field Services

The level of field service that the City requests and the County agrees to, is (select one of the three options below):

☒ Standard Service Plan

☐ Limited Service Plan (check all applicable boxes below)

	Full County Field Services	
	County provides service on following days/times (please identify):	
	Weekend days and holidays (please identify days and hours):	
	Priority County Field Services - Priority 1 Calls Only (As Determined by Department Policy)	
	County provides service on following days/times (please identify):	
	Weekend days and holidays (please identify days and hours):	
	Standby County Field Services (Service Requests only from City Personnel; the City will screen calls from the public)	
	County provides service on following days/times (please identify):	
	Weekend days and holidays (please identify days and hours):	
	Humane Investigations only – as needed	

City's Animal Control (Field Services) contact information:

Department Name: _____

Telephone: _____

Address: _____

_____

☐ No Field Services

III. Individual Animal Licensing

☒ The City agrees to have the County provide individual animal licensing and has adopted the license fees outlined in Los Angeles County Code.

☐ The City agrees to have the County provide individual animal licensing and has adopted the following license fees (please provide a copy of the applicable ordinance or resolution):

Altered Dog	$	Altered Cat	$
Unaltered Dog	$	Unaltered Cat	$
Senior-owned Altered Dog	$	Senior age is defined as age	
Military Veteran w/ Disability Altered Dog	$		
Delinquency Charge	$	Delinquency charge applies after:	days
Other Special License Fee	$	Description/criteria:	
Field Enforcement Fee* (select one)	☐ $40.00 ☐ $0.00		

*Only applicable when licensing is initiated in the field by Department employees.

Current license fees adopted by the City on _____, 20_____.

☐ No Animal Licensing Services

IV. Outreach and Enforcement Services

A. Animal License Field Enforcement

☒ The City requests the County to provide animal license field enforcement in the City, in the area(s) designated by the City and agreed to by the Department.

☐ No animal license field enforcement services.

B. Animal Facility Inspection and Licensing (Costs included in overhead—not billed)

☐ The City requests the County to license animal-related facilities (including inspection and grading services) in the City.

☐ No animal facility licensing services--the City will conduct its own program. (Please provide contact information below.)

The City's animal facility program contact information:

Department Name: _____

Telephone: _____

Address: _____

_____

C. Vaccination and Microchip Clinic(s)

☐ The City requests the County to provide or assist in arranging for vaccination clinic(s) in the City, utilizing Department personnel to also license animals during the vaccination clinic(s), at the applicable rate for staff time.

☐ No vaccination or licensing clinic services.

D. Spay/Neuter Trust Fund

☐ Participate in the Spay/Neuter Trust Fund to allow residents access to low-cost spay/neuter services.

☐ No participation in the Spay/Neuter Trust Fund.

V. Enforcement of County Code

☒ The City agrees to the enforcement of Title 10 with no exceptions.

☐ The City agrees to the enforcement of Title 10 with the following pre-approved exception(s): (please mark all that apply)

- ☐ 10.20.350: Mandatory Spay and Neuter. The City does not require the spay/neuter of:
  - o Dogs
  - o Cats
- ☐ 10.20.185: Mandatory Microchipping. The City does not require the microchipping of:
  - o Dogs
  - o Cats
- ☐ 10.20.038: Number of dogs and cats. In the City the following number of animals are allowed per household:

  Dogs _____ Cats _____ Total of _____ dogs/cats
- ☐ 10.20.030: Mandatory Cat Licensing. Domestic cats are subject to:
  - o Voluntary Cat Licensing
  - o No Cat Licensing
- ☐ 10.28.020: Animal Facility Licensing. The County will not license/inspect animal facilities.
- ☐ 10.40.060: Excessive Animal Noise Complaints. The City will conduct its own noise enforcement.

  City's Animal Noise Complaint contact information:

  Department Name: _____

  Telephone: _____

  Address: _____

  _____

  E-mail: _____

VI. Requested Additions to Title 10 Enforcement

Please list individual municipal code sections requested to be enforced by the Department. (Please ensure your municipal code contains adequate enforcement authority.)

City Code Section No.	City Code Section Title	COUNTY Approved	Not Approved

VII. Contact Information

County Primary Contact

Name: Whitney Duong

Title: Contract Management Division Liaison

Address: 5898 Cherry Avenue

Long Beach, CA 90805

Telephone: (562) 256-2412

E-mail: WDuong@animalcare.lacounty.gov

County Alternate Contact

Name: Marissa Muller

Title: Contract Management Analyst

Address: 5898 Cherry Avenue

Long Beach, CA 90805

Telephone: (562) 256-2417

E-mail: MMuller@animalcare.lacounty.gov

City Primary Contact

Name: MILY HUNTLEY

Title: ASSISTANT CITY MANAGER

Address: 205 SOUTH WILLOWBROOK AVENUE

COMPTON, CA 90220

Telephone: (310) 605-5585

E-mail: mhuntley@comptoncity.org

City Alternate Contact

Name: ANTHONY WARD

Title: CODE ENFORCEMENT MANAGER

Address: 205 SOUTH WILLOWBROOK AVENUE

COMPTON, CA 90221

Telephone: (310) 605-5689

E-mail: award@comptoncity.org

VIII. Annual/Amended Service Request Approval

For the City:

MILY HUNTLEY		
Authorized City Representative (Printed Name)	Authorized Signature (Signature)	Date
ASSISTANT CITY MANAGER	(310) 605-5585	
Title	Telephone Number	

For the County:

Marcia Mayeda		
Director Dept. of Animal Care and Control	Authorized Signature (Signature)	Date

ATTACHMENT C

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
CITY-COUNTY MUNICIPAL SERVICES
BILLING RATES

I. Billing Period

These billing rates are effective from July 1, 2019, until the consultant's audit report is completed and further action is taken by the County of Los Angeles Board of Supervisors (through June 30, 2020, or sooner).

II. Billing Rates

Animal Care Center Services	
Shelter Services:	
Daily Rate for stray or relinquished dogs and cats (up to a maximum of 5 days)	$49.03 per day
Daily Rate for stray or relinquished other species of animals (up to a maximum of 5 days)	$12.28 per day
Daily Rate for dogs and cats of "legal hold" animals (See Paragraph III.D "Billing for 'legal hold' animals")	$49.03 per day
Daily Rate for other species of "legal hold" animals (See Paragraph III.D "Billing for 'legal hold' animals")	$12.28 per day
Animal License Field Enforcement per hour	$76.19 per hour
Dog/Cat License processing per license	$3.26 per license
Field Services per hour	$107.58 per hour
Additional Administrative Services	
Attendance at meetings in excess of contract allowance	$233.52 per hour
Production of reports in excess of contract allowance	$109.16 per hour
Liability Trust Fund	
Liability Trust Fund	4.5 % of hourly rate*

*Percentage is based on, and in addition to, the hourly rate for hours actually billed for Field Services and animal license Field Enforcement.

III. Billing Methodology for Care Center Services

The City is financially responsible for the care of animals impounded within the City's jurisdiction. If an animal is claimed by its owner, the redemption fees collected from the owner will be credited to the City up to the maximum amount billed to the City for that animal. The County assumes responsibility for the physical care and disposition of all animals coming into the Department's possession or custody.

A. Cost Allocation for Care Center Services

During the billing period, the costs of providing Care Center Services are allocated as follows:

Daily rate per dog, cat, and other species of animals impounded:

a. A daily dog/cat and other species of animals impoundment rate is established annually based upon the costs of housing animals. The daily rate is billed for all dogs/cats and other species of animals housed, up to the maximum amount of days for each type, except as outlined in paragraph D below. During the billing period, the cost of care for dog/cat and other species of animals in excess of capped days are subsidized, except as outlined in paragraph D below.

b. For dogs, cats, and other species of animals impounded in circumstances described in paragraph D below, that are held beyond the maximum billed length of stay, a daily impoundment rate is established annually based upon the costs of the time allocated to the impoundment, care (including medical care), and feeding of those animals. The City will be billed at the daily rate for all days those animals are housed by the Department.

B. Medical Costs

Medical costs (excluding spay/neuter surgeries) provided by the Department's medical staff are included in the overhead to establish the cost-recovery rate for boarding, and are not billed separately or in addition to that rate. The Department reserves the right to send any animal to a private veterinary facility for examination, treatment, and/or hospitalization as the Department deems necessary in its sole and absolute discretion. All expenses incurred by the Department for outside medical services, for animals from the City, will be billed to the City.

C. Cost Offsets

The City will receive a credit from the County for all applicable redemption fees collected from or on behalf of the owner of an animal that is claimed from the custody of the Department, up to the maximum amount billed to the City for that animal. The Department reserves the right to waive fees when appropriate in the Department's sole and absolute discretion.

The City will not receive any credit for adoption fees (whether paid by an individual or an organization).

D. Billing for "Legal Hold" and Other Shelter Services:

Dogs, cats, and other species of animals that are housed for a "legal hold" and other shelter services are billed at the daily rate for the time the animal is housed by the Department (from intake to disposition). Legal hold animals are held in accordance with applicable statutory guidelines, and/or at the sole and absolute discretion of the Department based on pending or anticipated criminal, civil, or administrative action.

"Legal Hold" and Other Shelter Type Descriptions		Total Number of Days Billed
Quarantine Observation Animals	Per applicable state law, any animal of a species susceptible to rabies that bites a person and breaks the skin is required to be quarantined for 10 to 30 days (depending on the species). Animals susceptible to rabies that have contact with a wild (potentially rabid) animal must be quarantined for 30 days or six months (depending on the species and vaccination status). Animals in the custody of the Department that are reported to have either bitten or been exposed to a potentially rabid animal, will be placed in quarantine/isolation and observed for symptoms of rabies for the required period. Additionally, although rare, the Department of Public Health has the authority to quarantine animals for other specified diseases. Any quarantine for a disease other than rabies will be specified by disease.	Unlimited days

Special Intake:	Animals that are seized pursuant to a search warrant, Penal Code Sections 597.1 or 599aa, or as evidence in a criminal investigation may be held up to the time of disposition of the criminal matter. Animals subject to the jurisdiction of the Coroner's Office may be held until released by that Office. Animals in the custody of the Department that are the subject of anticipated or pending civil litigation or administrative regulation may be held through the pendency of that action, and any appeal stemming from that action.	Unlimited days
Return to Owner Animals:	Any animal with traceable identification that is brought to the Animal Care Center, whether by the Department staff or the public, will be held for ten (10) calendar days for the owner to reclaim it. The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound, boarding, and private veterinary fees accruing up to the time of such redemption.	10 days
Abandoned Animals:	Animals that are found to be abandoned in a private property will be held at the Animal Care Center at least fifteen (15) calendar days to determine whether the owner had an agreement with someone to care for the animal in their absence.	15 days

June 25, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER IX OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 9-27 GOVERNING THE ISSUANCE OF PERMITS TO ENGAGE IN FILMING ACTIVITIES (MOTION PICTURES, TELEVISION AND PHOTOGRAPHIC PRODUCTION) WITHIN THE CITY

SUMMARY

The City Council will consider adopting an Ordinance that will amend Chapter 9 of the Compton Municipal Code by adding Section 9-27, to be known as the "Motion Pictures, Television and Photographic Production Ordinance", which will establish guidelines, administrative rules and regulations governing the review and issuance of permits to engage in filming activities; which includes, but is not limited to feature motion pictures, digital media, television productions, commercials and still photography; within the City of Compton.

BACKGROUND

One of California's signature industries, motion picture and television production is an essential source of economic activity tax revenue, jobs and tourism in California. Encouraging film production in the City of Compton is an economic development tool that can provide temporary jobs for local residents, generate local revenue and bolster local businesses.

Currently, the City does not a have in place an ordinance or formal, uniform rules and regulations that provide guidance and procedures to be followed for review and issuance of filming permits for motion picture, television and photographic production in the City.

STATEMENT OF ISSUE

It is always important to balance the needs of a production company with the concerns of local government and the local community; thus, adopting a local ordinance and establishing formal, uniform permit policies and regulations can provide the appropriate tools for accomplishing the balancing of both concerns; i.e. establishing the City as a "film friendly" jurisdiction while assuring that appropriate time and place safeguards are in place to address community

concerns and minimize inconvenience to businesses and residents, assure that the City is protected from liability for filming activities and guaranteeing that the City's treasury is properly reimbursed for the use of City services and personnel.

The provisions of the proposed ordinance will establish the underlying law of requiring that a filming permit be obtained for proposed production activities occurring within the City, along with general conditions attendant to the issuance of the permit.

Highlights of the proposed ordinance include:

1. Requires obtaining a permit for commercial photographic and filming activity within the City. Following activities do not require a permit:

    a. Noncommercial photographic or filming conducted solely for private use;
    b. Photographic or filming conducted for breaking news purposes;
    c. Photographic or filming conducted for use in civil or criminal proceedings;
    d. Photographic or filming conducted for education, government, public access/local origination programs; and
    e. Studio filming.

2. Establishes the position/assignment of a City Permit Coordinator, designated by the City Manager to administer and oversee the processing and use of filming permits within the City, in order to centralize and expedite the process.

3. Requires a refundable security deposit, non-refundable permit application fee and payment of applicable cost recovery fees for use of City resources and personnel. The security deposit and application fee is waived for (a) City produced or sponsored and educational access productions; (b) Student productions; and (c) Productions by charitable organizations.

4. Requires provision of insurance coverage and hold harmless/indemnification protection for the City.

5. Requires that the City Manager promulgate uniform rules, regulations and guidelines for the granting/denying permits, which shall be submitted to the Council for review and approval.

FISCAL IMPACT

The fiscal impact to the City may be positive in that an orderly, efficient processing of filming permits may result in more permit requests being processed and fees collected.

RECOMMENDATION

It is recommended that the Council adopt the attached Ordinance.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING

CECIL W. RHAMBO, JR.
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER IX OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 9-27 GOVERNING THE ISSUANCE OF PERMITS TO ENGAGE IN FILMING ACTIVITIES (MOTION PICTURES, TELEVISION AND PHOTOGRAPHIC PRODUCTION) WITHIN THE CITY

WHEREAS, the City of Compton has been, and continues to be, a desired location for filming activity including, but not limited to motion pictures, television shows, commercials, digital media and still photography; and

WHEREAS, the "Uniform Film Permit Act," commencing with Section 14999.20, *et seq.* of the California Government Code encourages local governments to adopt uniform permit procedures throughout the State; and

WHEREAS, the City wishes to adopt regulations for the issuance of photographic, motion picture and television filming permits and to establish a more uniform process for the permitting of commercial film activities within the City; and

WHEREAS, as required by Section 14999.21(b) of the Government Code, a copy of the City's proposed Ordinance was submitted to the California Film Commission prior to consideration/adoption by the Compton City Council.

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

Section 1. That Chapter IX of the Compton Municipal Code is hereby amended to add Section 9-27 to read as follows:

9-27 MOTION PICTURES, TELEVISION AND PHOTOGRAPHIC PRODUCTION.

9-27.1 TITLE. This section shall be known as the "Motion Pictures, Television and Photographic Production Ordinance" of the City of Compton.

9-27.2 PURPOSE AND INTENT. This section is to establish administrative rules and regulations for the review and issuance of filming permits for motion picture, television and photographic production in the City of Compton. The intent of this Section is to facilitate and regulate the time, place and manner of such filming activity and to mitigate the potential impact filming activities may have on residents and business owners.

9-27.3 DEFINITIONS. For purposes of this section, the following definitions shall apply:

"Charitable Films" shall mean commercials, motion pictures, television (digital, film or tape) or still photography produced by a nonprofit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, tapes or photos.

"City Permit Coordinator" shall mean the City employee or body designated by the City Manager as responsible for issuing permits pursuant to this section.

"Family Videos" shall mean the filming, videotaping of motion pictures or taking of photographs solely for private and/or family use.

"Film" shall mean and include, but not be limited to feature motion pictures, video recordings, television motion pictures, commercials, digital media and still photography.

"Filming Activity" shall mean all activity attendant to staging or shooting commercial motion pictures, television shows or programs, web-based media, commercials and the taking of single or multiple photographs for sale or commercial use where the photographer sets up stationary equipment in any one location for longer than five (5) consecutive minutes. Filming activity also includes filming of commercial radio station promotional events.

"Filming Location" shall mean actual property or properties at which any filming activity is performed.

"News Media" shall mean an individual or individuals or organizations filming or videotaping for the purpose of breaking, spontaneous, unplanned reporting of news events concerning those persons, scenes or occurrences which are in the news and of general public interest by reporters, photographers or camera persons in the employ of a newspaper, television station, news service or similar entity.

"Preparation (Prep)" shall mean the work day or days preceding filming activities. These activities may include, but are not limited to set construction, dressing, painting, landscaping and/or rigging for stunts and special effects.

"Production" shall mean the activity of making a film for commercial or noncommercial purposes on property owned by the City of Compton or on private property within the jurisdiction of the City of Compton.

"Strike" shall mean the work at a filming location that includes the removal of equipment at the end of filming activities. These activities may include, but are not limited to set removal, re-painting, re-landscaping and/or un-rigging from stunts and special effects.

"Student Films" shall mean the motion pictures, television programs or commercials or still photography produced to satisfy a course or curriculum requirement at an educational institution. The student filmmaker must supply proof that he/she is currently enrolled.

"Studio" shall mean a legally established commercial motion picture/television/still photography place of business where filming activities (motion or still photography) are regularly conducted inside a studio/stage on the premises.

9-27.4 PERMIT REQUIRED; EXEMPTIONS.

A. No person shall use any public or private property, building, facility or residence for the purpose of filming activity, including but not limited to producing, making or taking commercial motion pictures or television pictures (digital, film or tape) or commercial still photography without first applying for and receiving a permit from the City.

B. Except where otherwise indicated herein, the provisions of this section shall not apply to the following:

1. Noncommercial filming, videotaping or photography activities conducted solely for private or family use;

2. Filming, videotaping or photography activities conducted for spontaneous, unplanned or breaking news purposes, as defined herein;

3. Filming activities conducted for use in a criminal investigation or civil or criminal court proceeding;

4. Filming activities conducted for education, government, public access and local origination programs for cable television systems franchised within the City;

5. Any activity deemed to be in the public interest by the City Manager of his/her designee; or

6. Studio Filming.

C. Nothing in this section shall limit the right of the City to suspend filming or videotaping activities exempted herein when found necessary for the protection of the public health, safety or general welfare, and when such filming activity poses an immediate hazard to persons and/or property.

9-27.5 PERMIT APPLICATIONS AND ISSUANCE.

A. Permit Applications. Any person desiring a permit under the provisions of this section shall submit the following to the City Permit Coordinator:

1. A completed application for a permit on a form provided by the City. The form must be signed and accompanied by a nonrefundable permit application fee and security deposit (unless exempted pursuant to Section 9-27.6), and if applicable, written permission of private property owner(s), as required by this section and the City's administrative rules and regulations before the permit will be processed. Each application must include:

a. The name, address, telephone number and email address of the applicant or duly authorized representative, the location manager and, if available, of the director, first assistance director and/or the unit production manager;

b. The name, address, telephone number and email address of the individual or production company to whom the permit is to be issued;

c. The name, address, telephone number and email address of the owner or representative of the property at which the activity is to be conducted;

d. The specific location at such address or place;

e. The inclusive hours and dates such activity will occur, including but not limited to the preparation and clean-up of the location;

f. A general statement of the character or nature of the proposed filming activities, including any other activity which would affect the use of public facilities in the area;

g. The estimated number of personnel to be involved;

h. If applicable, a statement indicating that the applicant intends to use either animals, chemicals, explosives, fire or pyrotechnics or intends to engage in any other hazardous activities such as stunts;

i. The exact amount/type of vehicles/equipment to be involved;

j. The location of a base camp for the production, if any; and

k. Such additional information as the City may deem necessary.

2. Permit fee as established by City Council ordinance or resolution and other applicable deposits as described in subsection 9-27.6.

3. If determined to be necessary by the City Permit Coordinator, written evidence of permits and/or conditions with other public agencies as may be required upon submission of an application for a permit. Requirements of these responsible agencies shall be requirements of this permit. Examples of such agencies include, but are not limited to the California Highway Patrol, the Los Angeles County Sheriff's Department, Federal Aviation Administration, the Compton Fire and Public Works Departments.

4. Any other information as required by the City's administrative rules and regulations.

B. Permit Issuance.

1. The City Permit Coordinator shall be responsible for the issuance of permits under this section, when, from a consideration of the application and from such other information as may be otherwise obtained, he/she finds that:

a. The conduct of such activity will not unduly interfere with traffic or pedestrian movement or endanger public safety and that no streets will be completely closed to traffic for an unreasonable period of time;

b. The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant; and

c. At the determination of the City's Public Works Department, as well as the City's authorized law enforcement agency, City Fire Department and the City Engineer, as required, that the condition of such activity will not constitute a fire hazard or any other type of hazard and all proper safety precautions will be taken as determined by the Department Director(s) or their designee(s).

2. The City Permit Coordinator may impose any conditions found necessary to protect the public's health, safety and welfare. The permittee shall comply with any conditions or restrictions the City may impose as a condition to issuing a permit. No changes to such conditions shall be made without first obtaining the City Permit Coordinator's prior written approval. Failure to comply with the terms and conditions of a permit shall be grounds for permit revocation by the City.

1. Following issuance of a permit under this section, the permittee shall notify residents and businesses within a five-hundred-foot (500') radius of the location of the proposed filming activity by distributing a fully completed

"Filming Location Notification Form", including the production company's contact telephone numbers, at least twenty-four (24) hours prior to the first day of filming activity. Notification is not required for still photographic productions with cast and crew of less than ten (10) people.

2. The decision of the City Permit Coordinator to issue, conditionally issue or not issue a permit shall be final unless appealed pursuant to subsection 9-27.9.

C. Permit Processing. Review and processing of a completed application shall be completed, when reasonably possible, within four (4) to eight (8) City business days of submission, unless an extension of time is agreed to in writing by an applicant. The processing of a film permit application submitted for a small or routine request should generally be conducted within four (4) City business days, but may be extended beyond that time based on a reasonable determination made by the City Permit Coordinator. The processing of more complex or multi-faceted permit applications may extend beyond the four (4) to eight (8) City business days, but within a reasonable period of time. When an applicant does not agree to extend the permit application review process beyond the four (4) to eight (8) City business days, the City Permit Coordinator is authorized to deny the application and to refund all monies paid by the applicant with a letter describing the reasons for denial.

D. General Permit Conditions. Any applicant granted a permit pursuant to this section shall comply with all of the following conditions:

1. The applicant shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use and the clean-up of trash and debris. The area used shall be cleaned of trash and debris upon completion of shooting at the scene and restored to the original condition before leaving the site.

2. An applicant is required to obtain the property owner's written permission, consent and/or lease for use of property not owned or controlled by the City.

3. If the applicant must park equipment, trucks and/or cars in zones that will not permit it, temporary "No Parking" signs shall be posted by the applicant, if required by the City. The applicant must also obtain permission to string cable across sidewalks or from a generator to a service point.

4. For filming that would impair traffic flow, an applicant must use the City's authorized law enforcement agency personnel and comply with all traffic control requirements deemed necessary.

a. An applicant shall furnish and install advance warning signs and any other traffic control devices in conformance with the manual of traffic controls, State of California, Department of Transportation. All appropriate safety precautions must be taken.

b. Traffic may be restricted by lane closure(s) and/or stopped intermittently. The period of time that traffic may be restricted will be determined by the City, based on location.

c. Traffic shall not be detoured across a double line without prior approval of the appropriate City department representative.

d. Unless authorized by the City, camera cars must be driven in the direction of traffic and must observe all traffic laws.

e. Emergency road work or construction by City crews, other governmental entities, public utilities and/or private contractors, under permit or contract to the appropriate department shall have priority over filming activities. However, at the City's discretion, the City shall attempt to work with the permittee to find an equitable solution, if possible.

f. No relocation, alteration or moving of City owned structures or property will be permitted without prior approval.

5. City fire safety officers or advisors may be required if warranted by the activities; such as use of special effects, indoor filming, large crews, projectile pyrotechnics and filming during fire season or in fire-sensitive areas.

6. Compliance with the City's administrative rules and regulations.

9-27.6 PERMIT FEES; COSTS. Each application for a permit shall be accompanied by:

A. A security deposit, in an amount established by City Council ordinance or resolution, to ensure cleanup and restoration of the site of the filming activity. The deposit, in full or part thereof, may be returned to the applicant upon completion of filming activity and inspection of the site by the City; and

B. A nonrefundable permit application fee in an amount established by ordinance or resolution of the City Council to reimburse the City for staff time required to evaluate and process the application and establish conditions of approval and to monitor the activity.

C. The security deposit and permit application fee shall not apply to or affect:

1. City produced or City-sponsored government or educational access productions;

2. Student films; and

3. Productions by charitable organizations that have been issued 501(c)(3) status by the Internal Revenue Service and is in good standing.

D. If deemed necessary by the City Permit Coordinator, additional law enforcement agency, code enforcement, film monitor and/or other City services shall be provided for the purpose of assisting, regulating or providing security or protection to the applicant and/or public for the proposed activities conducted under the permit, at a cost billed to the permittee. The cost of providing such additional services shall be paid in advance to the City by the permittee. Additional City services shall be provided/coordinated through the City Permit Coordinator. Additionally, if City property is destroyed or damaged by reason of permittee's use, event or activity, the Permittee shall reimburse the City the actual replacement or repair cost of the destroyed or damaged property.

9-27.7 INSURANCE AND HOLD HARMLESS. If the permit application is approved, before the permit shall be issued, the applicant/permittee (both for-profit, non-profit and student filming activities) shall submit the following:

A. Liability Insurance. If the activity will be conducted on public property, a certificate of insurance shall be submitted evidencing the following: 1) General Liability with limits no less than One Million Dollars ($1,000,000); 2) Auto Liability, if applicable, with limits no less than One Million Dollars ($1,000,000); 3) Workers' Compensation coverage as required by law; and 4) Employer's Liability with limits no less than One Million Dollars ($1,000,000). The General Liability and Auto Liability policies shall name the City, its officials, officers, employees, agents and volunteers as additional insureds to protect the City against claims of third persons for personal injuries, wrongful death and property damage and to indemnify the City for damage to City property arising out of the permittee's activities. An additional aggregate may be required for the use of pyrotechnics or when other conditions warrant greater insurance liability. Such policy(ies) shall be provided by an insured permitted to do business in the State of California and shall not be subject to cancellation or modification until after thirty (30) days written notice to the City.

B. Hold Harmless Agreement. An applicant must execute and submit a hold harmless agreement in a form approved by the City Attorney, agreeing to defend, indemnify and hold harmless the City, its officials, officers, agents, employees and volunteers against losses and liabilities incurred from the activities of the permittee or issuance of the permit.

9-27.8 REVOCATION OF A CITY FILM PERMIT.

A. A permit may be revoked by the City for any of the following reasons:

1. Misrepresentation(s) on the permit application, including but not limited to the type or manner of film production, the location of activity or the parameters or the need for stunts or special effects.

2. Any violations of the local, state or federal law, and/or the City's administrative rules and regulations for filming activity.

3. Any violation of the conditions imposed on the permit.

B. The City's authorized law enforcement agency, City Fire Department, Code Enforcement and/or the City Permit Coordinator are authorized to suspend any filming activity not authorized by the necessary permit or when permit conditions are violated or where the City's filming rules and regulations, laws or ordinances are violated. A written notice of suspension shall be provided to the permittee and the City Permit Coordinator within twenty-four (24) hours of the suspension.

1. Depending on the nature of the violation, the City may issue a verbal or written notification to the permittee demanding that the violation(s) be immediately addressed and corrected before a suspension or revocation of the permit.

C. The decision of the City Permit Coordinator to revoke a City film permit shall be final unless appealed pursuant to Subsection 9-27.9.

9-27.9 APPEAL PROCEDURES. The decision of the City Permit Coordinator to issue, conditionally issue, not issue, suspend or revoke a permit may be appealed in writing to the City Manager within two (2) City business days of the decision. The appeal must include copies of all pertinent material necessary to support the permittee's position on appeal. The appeal shall be heard by the City Manager, or his/her designee, within two (2) City business days after the appeal is filed and he/she shall render a decision within two (2) City business days after the appeal hearing. Any actions of the City Manager shall be final.

9-27.10 RULES AND REGULATIONS.

A. Change of Date. Upon the request of the applicant, submitted a minimum of twenty-four (24) hours' in advance, the City Permit Coordinator or his/her designee shall have the power, upon a showing of good cause, to change the date for which the permit has been issued, provided established limitations are complied with in respect to time and location.

B. Rules. The City Manager or his/her designee is authorized and directed to promulgate rules and regulations, subject to approval by resolution of the City Council, governing the time, place and manner of any film activity within the City. The rules and regulations shall be based upon the criteria set forth in this Section.

9-27.11 ENFORCEMENT OF VIOLATIONS.

A. Notwithstanding any other provision of the Compton Municipal Code to the contrary, any person who has been issued a filming permit or any person responsible for conducting filming activities within the City of Compton without first obtaining a filming permit, causes or permits a violation of any provision of this section, or who fails to comply with any obligation or requirement of this section, is guilty of a misdemeanor violation, or at the discretion of the City Attorney, an infraction, punishable in accordance with Section 1-6 of Chapter I of the Compton Municipal Code.

B. This section does not exclusively regulate filming activity in the City, and the remedies provided in this section are in addition to other applicable remedies and penalties authorized by the Compton Municipal Code, or by the laws of the State of California or of the United States.

SECTION 2. That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance, hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by any reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

SECTION 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, Public Works, Fire, Building and Safety, General Services, Code Enforcement and Los Angeles County Sheriff's Department, Compton Station.

SECTION 4. That this Ordinance shall take effect thirty (30) days from after adoption by the City Council.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause same to be published as required by law.

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2019.

That said Ordinance 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

June 25, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 7-20 (CAMPING, SLEEPING AND/OR STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY) OF THE COMPTON MUNICIPAL CODE

SUMMARY

City Council will consider adopting an ordinance amending various sections of Chapter VII of the Compton Municipal Code so as to comply with the recent United States Ninth Circuit Court of Appeals decision, *Martin v. City of Boise, 902 F.3d 1031,* which precluded the enforcement of statutes that prohibit sleeping on public property against homeless individuals without access to alternate shelter.

BACKGROUND

Unauthorized camping, sleeping and/or storage of personal property on public property by individuals has been known to cause a disturbance of the peace, health, safety and general welfare of the community and pose hazardous threats to camp occupants. On April 11, 2017, the City of Compton (hereinafter referred to as "the City") adopted Ordinance No. 2,285, which added Sections 7-20 to the Compton Municipal Code to regulate camping, sleeping and/or storage of personal property on public property. The City specifically prohibits:

(1) Persons from camping (7-20.3) or sleeping (7-20.5) on any public park, street, sidewalk or public property;
(2) Storage of personal property (including camp paraphernalia) on any public park, street, sidewalk, or other public property (7-20.4); and
(3) Living and/or sleeping in vehicles on public property (7-20.6).

While the creation of the City's Ordinance was not targeted against homeless individuals, it does affect the homeless population, many of whom live on public streets, sidewalks and on other City property. According to the annual homeless count in 2018 conducted by the Los Angeles Homeless Services Authority (LAHSA), the City of Compton's homeless count (excluding youth ages 18-24) totaled 352 unsheltered persons living in vehicles, makeshift shelters, campers tents, vans or on the street and 42 that were sheltered.

STATEMENT OF THE ISSUE

Finding constructive alternatives and solutions for the homeless population remains a top priority for the State of California as the lack of affordable housing compounded with the cost of living

have contributed to a homeless crisis in cities across California. On September 4, 2018, the United States Ninth Circuit Court of Appeals held that the Cruel and Unusual Punishments Clause of the Eighth Amendment precluded the enforcement of a statute prohibiting sleeping outside against homeless individuals with no access to alternative shelter (*Martin v. City of Boise, 902 F.3d 1031* hereinafter referred to as the "Martin decision"). Because the United States Ninth Circuit Court of Appeals has jurisdiction over the district courts of California, the City Attorney's Office was asked to review the City's Municipal Code in light of the Martin decision to determine whether the City's Municipal Code should be amended.

The United States Ninth Circuit Court of Appeals ruled in the Martin decision that if an individual has no option to sleep indoors, a city cannot cite him or her for violating an ordinance that prohibits sleeping outside on public property. The court held that enforcing a statute prohibiting sleeping outside in public spaces against individuals that are homeless with no access to alternative shelter violates the United States Constitution's Eighth Amendment prohibition on cruel and unusual punishment.

As a result of the Martin decision, the City now desires to amend Section 7-20 of the Compton Municipal Code. Amendments to the Compton Municipal Code are necessary to ensure that enforcement of the current code related to *Camping, Sleeping and/or Storage of Personal Property on Public Property* is consistent with current case law established by the holding in the Martin decision. Specifically, enforcement of the City's current code can only be effectuated under circumstances in which shelter space is available and voluntarily refused. Our current code, however, lacks that specificity.

The purpose of this Staff Report and Ordinance is to propose amendments revising various subsections of Chapter VII, Section 7-20. The proposed amendments will:

(1) add "shelter space" as a definition to Section 7-20.2;
(2) add "unsheltered space" as a definition to Section 7-20.2;
(3) revise Section 7-20.7 to clarify when enforcement will not occur.

Sections 7-20.7 to 7-20.10 will be renumbered to accommodate the changes listed above.

FISCAL IMPACT
None.

RECOMMENDATION
Staff recommends that the City Council adopt the attached proposed Ordinance amending certain sections of CMC 7-20.

CRAIG J. CORNWELL
CITY ATTORNEY

CECIL W. RHAMBO, JR.
CITY MANAGER

APPROVED FOR FORWARDING:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 7-20 (CAMPING, SLEEPING AND/OR STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY) OF THE COMPTON MUNICIPAL CODE

WHEREAS, unauthorized camping, sleeping and/or storage of personal property on public property by individuals has been known to cause a disturbance of the peace, health, safety and general welfare of the community and pose hazardous threats to camp occupants; and

WHEREAS, on April 11, 2017, the City of Compton (hereinafter referred to as "the City") adopted Ordinance No. 2,285, which added Sections 7-20 to the Compton Municipal Code to regulate camping, sleeping and/or storage of personal property on public property; and

WHEREAS, the adoption of Ordinance No. 2,285 was not targeted against homeless individuals but does affect the homeless population, many of whom live on public streets, sidewalks and on other City property; and

WHEREAS, finding constructive alternatives and solutions for the homeless population remains a top priority for the State of California as the lack of affordable housing compounded with the cost of living have contributed to a homeless crisis in cities across California; and

WHEREAS, on September 4, 2018, the United States Ninth Circuit Court of Appeals held that the Cruel and Unusual Punishments Clause of the Eighth Amendment precluded the enforcement of a statute prohibiting sleeping outside against homeless individuals with no access to alternative shelter (*Martin v. City of Boise, 902 F.3d 1031* hereinafter referred to as the "Martin decision"); and

WHEREAS, based on the ruling in the Martin decision, enforcement of the City's current code can only be effectuated under circumstances in which shelter space is available and voluntarily refused; and

WHEREAS, the provisions of Ordinance No. 2,285 lack the specificity required by the Martin decision, thus amendments to Section 7-20 of the Compton Municipal Code are necessary to ensure that enforcement related to *Camping, Sleeping and/or Storage of Personal Property on Public Property* is consistent with current case law.

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

Section 1. That Section 7-20.2 (Definitions) of Chapter VII of the Compton Municipal Code is hereby amended in its entirety to read as follows:

7-20.2 Definitions. For purposes of this section, the following definitions shall apply:

"Camp" shall mean, in light of all of the circumstances, residing in or using a public park or other public property for living accommodation purposes such as making preparations to sleep overnight, including the laying down bedding for the purpose of sleeping or storing personal belongings, blankets, sheets, other bedding material, luggage, backpacks, kitchen utensils, cookware and similar material; erecting, maintaining or occupying any structure with natural or artificial material, including a building or tent; making any fire or using any tents; regular cooking of meals; living in a parked trailer, camper shell, motor home, or any vehicle; or setting up or using any camp paraphernalia.

"Camp facilities" shall mean and include, but not be limited to tents, huts, temporary shelters, parked trailer, camper shell, motor home or any vehicle.

"Camp paraphernalia" shall mean, but is not limited to, tarpaulins, cots, beds, bed rolls, sleeping bags, hammocks, shopping carts, recyclable material and/or non-City designated cooking facilities and similar equipment, or personal possessions that would facilitate one's use of a park, public property, or any portion of the public right-of-way as a temporary residence.

"Public property" shall mean any public park, public street, alley, lane, public right-of-way, or any public parking lot or public area whether improved or unimproved.

"Shelter Space" shall be mean any temporary and available housing shelter that offers free overnight indoor sleeping accommodations to the unsheltered individual.

Shelter space shall be considered available if:

a. a shelter space is open and accessible;
b. the shelter space is within City boundaries or within twenty (20) miles of the City's boundary;
c. in the case of a family unit, the shelter space is open and accessible and the shelter requires adult men and women to sleep separately.

Shelter space shall not be considered available if:

a. in the case of a family unit, the family would have to be separated into two or more different shelter spaces;
b. the individual would be disqualified from accessing a shelter space due to any restrictions, rules or covenants beyond their use or control; or
c. the shelter space required mandatory participation in a program or act as a prerequisite to access or use of the shelter space.

"Store" shall mean, in light of all of the circumstances, to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location any personal property on public property.

"Unsheltered Individual" shall mean an individual that lacks a fixed, regular and nighttime residence and lives in a vehicle, a RV/camper, tent, van or on the street or in any other makeshift shelter.

"Vehicle" shall mean and include any vehicle that is self-propelled or a device by which any person or property may be propelled, moved, or drawn upon a highway. Vehicle does not include a self-propelled wheelchair, invalid tricycle, or motorized quadricycle when operated by a person who, by reason of physical disability, is otherwise unable to move about as a pedestrian.

Section 2. That Section 7-20.6 (Living and/or Sleeping in Vehicles on Public Property) of Chapter VII of the Compton Municipal Code is hereby amended in its entirety to read as follows:

7-20.6 Living and/or Sleeping in Vehicles on Public Property.

a. Unless otherwise permitted by law, it is unlawful for any person to occupy any parked trailer, camper shell, motor home, or any vehicle located in any public park or other public place or on any public street for the purpose of living or sleeping.

b. For purposes of this section, occupying for the purpose of "living or sleeping" shall include, but not be limited to acts of sleeping, living in, occupying as a dwelling or any other sojourn or stay within the vehicle not directly related to driving the vehicle.

Section 3. That Section 7-20.7 (Penalties) is hereby added to Chapter VII of the Compton Municipal Code to read as follows:

7-20.7 Penalties

The following enforcement procedures shall apply to persons found to be in violation of any subsection of 7-20:

1. Upon a first offense, an enforcement officer shall issue a verbal warning to the person.

2. Upon a second offense, an enforcement officer shall issue a citation to the person in violation. Persons found to be in violation of this section shall be guilty of a misdemeanor and upon conviction thereof shall be liable to the penalty established in Chapter I, Section 1-6.

3. Upon a third offense, an enforcement officer shall make an arrest of the person found to be in violation. Persons found to be in violation of this section shall be guilty of a misdemeanor and upon conviction thereof shall be liable to the penalty established in Chapter I, Section 1-6.

4. If applicable, upon arrest, the vehicle shall be seized and impounded. Impoundment shall be for a period of up to thirty (30) days.

Section 7-20.7 is not applicable when an unsheltered person is sleeping on public property or in a vehicle and there is no available shelter space as defined in Section 7-20.2.

Section 4. That Section 7-20.7 (Notice of Intent to Enforce and Clean-Up) is hereby renumbered as Section 7-20.8.

Section 5. That renumbered subsection 7-20.8(b) is amended to read as follows:

7-20.8(b): The following procedures shall apply to camps and/or camp facilities which are either inhabited by fewer than ten (10) individuals or have been in place for fewer than thirty (30) days:

1. At lease seventy-two (72) hours prior to undertaking a clean-up, the City shall seek to provide written notice of the intended clean-up by posting and/or distributing written notice in a manner which is reasonably calculated to provide notice to any occupants of the camp and/or camp facilities. The written notice of intended clean-up shall be in substantially the form specified in Section 7-20.8(c), below.

Section 6. That Section 7-20.8 (Removal of Trash, Debris and Hazardous Substances and Documentation of Site Conditions) is hereby renumbered as Section 7-20.9.

Section 7. That Section 7-20.9 (Collection, Storage and Disposition of Personal Property) is hereby renumbered as Section 7-20.10.

Section 8. That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance, hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by an reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 9. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Manager's Office (Code Enforcement Division), Compton Local Housing Authority and the Los Angeles County Sheriff's Department, Compton Station.

Section 10. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

Section 11. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby verify that the foregoing Ordinance 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 _____, 2019.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON