

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
07/02/2019**

**Closed Session 4:30 P.M.
Public Meeting 5:30 P.M.**

OPENING

CLOSED SESSION – 4:30 P.M.

CALL TO ORDER

ROLL CALL

PUBLIC EMPLOYMENT

Title: City Manager

Pursuant to California Government Code Section 54957

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Bradford v. City of Compton, LASC Case No. TC026769

Chandra Felder v. City of Compton, LASC Case No. BC 674 403

Kate Ayala v. City of Compton, et al., LASC Case No. BC 676 387

Pursuit to California Government Code Section 54956.9(a)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

One (1) Potential Case

Pursuit to California Government Code Section 54956.9(b)

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

INTRODUCTION OF SPECIAL GUESTS

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.

CITY MANAGER

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES RELATING TO COLLECTION OF FINES ON PARKING CITATIONS (\$13,000)

GENERAL SERVICES

2. 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)

HUMAN RESOURCES

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2019-2020

REGULAR AGENDA

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

4. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

MAYOR PRO TEM APPOINTMENT

CITY MANAGER'S REPORT

5. ORAL PRESENTATION - PUBLIC WORK'S WEEKLY REPORT UPDATE

UNFINISHED BUSINESS

6. 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 **(SECOND READING)**
7. 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 **(SECOND READING)**

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,027, RATIFYING THE PROFESSIONAL SERVICES AGREEMENT WITH JMC2 ENGINEERING + SURVEYING TO PROVIDE ENGINEERING SERVICES PURSUANT TO THE ALAMEDA-STATE ROUTE 91 URBAN GREENING/FORESTRY AND WATER RECLAMATION GRANT PROJECTS AND RE-ISSUE A PURCHASE ORDER (\$381,270.40)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,063 AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR IPTV INTERNATIONAL, INC. DBA TV PRO GEAR FOR AUDIO AND VIDEO EQUIPMENT UPGRADES (\$323,689)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 7/9/2019 @ 5:30 PM

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

July 2, 2019

TO: HONORABLE 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 FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES RELATING TO COLLECTION OF FINES ON PARKING CITATIONS (\$13,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a supplemental purchase order in the amount of Thirteen Thousand Dollars (\$13,000.00) for the Superior Court of California, County of Los Angeles related to the collection by the City of Compton of fines on parking citations through Fiscal Year 2018-2019.

BACKGROUND

The State of California has used parking citation fines collected by local governments and campuses since 1991 to balance its budget. Since 1993, the state has imposed a parking penalty surcharge of \$5.00 on each parking citation issued for violations of parking provisions in our Compton Municipal Code that are collected by the City. In 2008, the Legislature passed Senate Bill ("SB") 1407, increasing the parking penalty surcharge to be collected by the City an additional \$4.50 per parking citation collected. These surcharges are collected to fund the Courthouse Construction Fund and the Criminal Justice Facilities Construction Fund.

In 2010, SB 857 increased various court fees, including filing fees and penalty assessments which are aimed at backfilling budget shortfalls within the state court system. SB 857 mandated an additional \$3.00 surcharge on all parking citation fines collected to be remitted to the Los Angeles Court Trial Trust Fund. This surcharge of \$3.00 plus the pre-existing \$9.50 (\$5.00 + \$4.50) surcharges, bring the total amount payable to the Superior Court of California to \$12.50 per citation.

STATEMENT OF THE ISSUE

The Los Angeles County Superior Court is the issuing authority of the City's parking citations and collects a portion of the monies generated through the City's Parking Citation Program (i.e. parking violations of the Compton Municipal Code) for remittance to the County and State. Additionally, the City of Compton is required to remit all fines and penalties collected for every violation of the California Vehicle Code that is issued under our jurisdiction.

FINANCIAL IMPACT

In order to pay the mandated fees and penalties to the Superior Court for remittance to the County and State through Fiscal Year 2018-2019, a projected expenditure of Thirteen Thousand Dollars (\$13,000.00) has been allocated and pre-encumbered in Account No. 1001-670-000-4269.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

**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 FOR THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF LOS ANGELES RELATING TO COLLECTION
OF FINES ON PARKING CITATIONS (\$13,000)**

WHEREAS, the State of California has used parking citation fines collected by local governments and campuses since 1991 to balance its budget. Since 1993, the state has imposed a parking penalty surcharge of \$5.00 on each parking citation issued for violations of parking provisions in our Compton Municipal Code that are collected by the City; and

WHEREAS, in 2008, the Legislature passed Senate Bill ("SB") 1407, increasing the parking penalty surcharge to be collected by the City an additional \$4.50 per parking citation collected. These surcharges are collected to fund the Courthouse Construction Fund and the Criminal Justice Facilities Construction Fund; and

WHEREAS, in 2010, SB 857 increased various court fees, including filing fees and penalty assessments which are aimed at backfilling budget shortfalls within the state court system. SB 857 mandated an additional \$3.00 surcharge on all parking citation fines collected to be remitted to the Los Angeles Court Trial Trust Fund. This surcharge of \$3.00 plus the pre-existing \$9.50 (\$5.00 + \$4.50) surcharges, bring the total amount payable to the Superior Court of California to \$12.50 per citation; and

WHEREAS, the Los Angeles County Superior Court is the issuing authority of the City's parking citations and collects a portion of the monies generated through the City's Parking Citation Program (i.e. parking violations of the Compton Municipal Code) for remittance to the County and State. Additionally, the City of Compton is required to remit all fines and penalties collected for every violation of the California Vehicle Code that is issued under our jurisdiction; and

WHEREAS, funds approved for Fiscal Year 2018-2019 have been exhausted and in order to pay the mandated fees and penalties to the Superior Court for remittance to the County and State through Fiscal Year 2018-2019, additional funding in the amount of Thirteen Thousand Dollars (\$13,000.00) has been allocated in Account No. 1004-61-0000-4269.

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 Thirteen Thousand Dollars (\$13,000.00) for the Superior Court of California, County of Los Angeles.

SECTION 2. That funds in the amount of Thirteen Thousand Dollars (\$13,000.00) have been allocated and pre-encumbered in Account No. 1001-670-000-4269.

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

July 2, 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:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
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:

<u>VENDOR</u>	<u>AMOUNT</u>
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

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Purchase/Install New Rooftop HVAC Units (Kelly & Wilson Parks)
Resolution No. _____**

****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

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Purchase/Install New Rooftop HVAC Units (Kelly & Wilson Parks)
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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

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Purchase/Install New Rooftop HVAC Units (Kelly & Wilson Parks)
Resolution No. _____**

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.

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.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

**Installation Contract – Brown Construction and Development
Purchase/Install New Rooftop HVAC Units (Kelly & Wilson Parks)
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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.

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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.

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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 _____
**Van Wilson, Director
General Services Department**

Dated: _____

Approved by:

Dated: _____

By _____
Cecil W. Rhambo, Jr., City Manager

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Purchase/Install New Rooftop HVAC Units (Kelly & Wilson Parks)
Resolution No. _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

July 2, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES
FOR FISCAL YEAR 2019-2020**

SUMMARY

The attached resolution establishes the Holiday Schedule for City employees for Fiscal Year 2019-2020.

BACKGROUND

In accordance with Rule 7.5A of the City of Compton Personnel Rules and Regulations, it is necessary for the City Council to establish the Holiday Schedule for City employees for each fiscal year.

STATEMENT OF THE ISSUE

The City must post a new Holiday Schedule each fiscal year identifying the dates on which City offices will be closed.

HOLIDAY

DATE HOLIDAY OBSERVED

Independence Day	July 4, 2019 (Thursday)
Labor Day	September 2, 2019 (Monday)
Admission's Day	Floating Holiday
Veteran's Day	November 11, 2019 (Monday)
Thanksgiving Day	November 28, 2019 (Thursday)
Friday after Thanksgiving	November 30, 2019* (Friday)
Christmas Day	December 25, 2019 (Wednesday)
New Year's Day (Observed)	January 1, 2020 (Wednesday)
Martin Luther King, Jr.'s Birthday	January 20, 2020 (Monday)

**Staff Report – Resolution Establishing
Holiday Schedule FY 2019-2020
July 2, 2019, page 2**

Lincoln's Birthday	Floating Holiday
Washington's Birthday (Presidents' Day)	February 17, 2020 (Monday)
Cesar Chavez's Birthday	March 31, 2020 (Tuesday)
Cinco de Mayo	May 5, 2020 (Tuesday)
Memorial Day	May 25, 2020 (Monday)
Employee's Birthday	Floating Holiday

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

RECOMMENDATION

Staff recommends that the City Council approve the attached Resolution establishing the Holiday Schedule for City employees for Fiscal Year 2019-2020.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR
FISCAL YEAR 2019-2020**

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

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

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

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

<u>HOLIDAY</u>	<u>DATE HOLIDAY OBSERVED</u>
Independence Day	July 4, 2019 (Thursday)
Labor Day	September 2, 2019 (Monday)
Admission's Day	Floating Holiday
Veteran's Day	November 11, 2019 (Monday)
Thanksgiving Day	November 28, 2019 (Thursday)
Friday After Thanksgiving	November 30, 2019* (Friday)
Christmas Day	December 25, 2019 (Wednesday)
New Year's Day (Observed)	January 1, 2020 (Wednesday)
Martin Luther King, Jr.'s Birthday	January 20, 2020 (Monday)
Lincoln's Birthday	Floating Holiday
Washington's Birthday (Presidents' Day)	February 17, 2020 (Monday)
Cesar Chavez's Birthday	March 31, 2020 (Tuesday)
Cinco de Mayo	May 5, 2020 (Tuesday)
Memorial Day	May 25, 2020 (Monday)
Employee's Birthday	Floating Holiday

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

Section 2. That the Birthday Holiday must be used within one year in which the birthday falls.

Section 3. That this holiday schedule is not applicable to sworn 56-hour Fire Suppression personnel who are eligible for compensation in lieu of holidays, with the exception of the Fire Chief, Deputy Fire Chief and any 40-hour Fire Battalion Chiefs.

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

Section 5. That floating holidays accrued during Fiscal Year 2019 - 2020, except Employee's Birthday, must be utilized by June 30, 2020.

Section 6. That this holiday schedule is effective July 1, 2019 and shall continue to be observed as set forth in this Resolution, unless otherwise amended.

Section 7. That a certified copy of this Resolution shall be delivered to all departments of the City of Compton.

Section 8. 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, the 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

July 2, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: ALITA GODWIN, MMC
CITY CLERK**

SUBJECT: APPOINTMENT OF MAYOR PRO TEM

The Compton Municipal Code, Section 2-1.16 states that the City Council shall select a Mayor Pro Tem at the first City Council meeting of each fiscal year to preside over any Council meeting from which the Mayor is absent.

It is Staff's recommendation that the City Council appoint its new Mayor Pro Tem for fiscal year 2019/2020.

**ALITA L. GODWIN, MMC
CITY CLERK**

July 2, 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 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

July 2, 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 least 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

July 2, 2019

TO: MAYOR AND CITY COUNCIL

**FROM: WENDELL E. JOHNSON, P.E., DIRECTOR
PUBLIC WORKS DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO. 25,027, RATIFYING THE
PROFESSIONAL SERVICES AGREEMENT WITH JMC2 ENGINEERING
+ SURVEYING TO PROVIDE ENGINEERING SERVICES PURSUANT TO
THE ALAMEDA-STATE ROUTE 91 URBAN GREENING/FORESTRY
AND WATER RECLAMATION GRANT PROJECTS AND RE-ISSUE A
PURCHASE ORDER (\$381,270.40)**

SUMMARY

Adoption of this resolution rescinds Resolution No. 25,027, ratifies the professional services agreement entered into with JMC2 Engineering + Surveying and authorize the re-issuance of a purchase order in the amount of Three Hundred Eighty One Thousand Two Hundred Seventy Dollars and Forty Cents (\$381,270.40) for provision of engineering services pursuant to the Urban Greening/Forestry and Water Reclamation Grant Projects.

BACKGROUND

The City is a recipient of two (2) Urban Greening/Forestry and Water Reclamation Grants from separate State of California agencies: the Natural Resources Agency ("NRA") and the Department of Forestry and Fire Protection ("Cal Fire").

The NRA Grant, titled the "Alameda-SR91 Urban Greening and Water Reclamation Project Greening Compton's State Route 91 (Agreement No. U29107-0)", involves the planting of trees and shrubs, installing irrigation and bioswales, creating water retention and filtration system and installing interpretive signage at the locations of Alameda Street and Artesia Boulevard – State Route 91 Interchange. This project location (i.e. interchange at State Route 91 at South Alameda Street and South Santa Fe Avenue) has eight (8) sites between ramps, Compton Creek, frontage roads, freeway, streets and properties which currently has few trees. The project proposes installation of over 100 carbon sequestering, low water, low drought trees and 200 low water, drought tolerant shrubs to green approximately 8.34 acres of blighted land in and around State Route 91, in addition to permeable surfacing allowing for storm water infiltration and retention (e.g. bioswales), signage, installation of 1,811 linear feet of fencing, park seating, trash receptacles and solar lights. The Grant amount is \$1,207,921.00.

**Staff Report – Resolution Authorizing Professional
Services Agreement with JMC2 Engineering + Surveying
Engineering Design/SR91 Urban Greening/Forestry & Reclamation
Rescind Resolution No. 25,027, Re-Issue P.O.
July 2, 2019, Page 2**

The Cal Fire Grant, titled the “Greening Compton’s State Route 91 (Agreement No. 8GG16423)” involves planting of trees and shrubs, installing irrigation and bioswales, creating storm water filtration systems and installing Cal Fire and Compton signage at the locations of State Route 91 Highway and Artesia Boulevard between Central Avenue and Harbor Avenue. This project location (i.e. north side of State Route 91, from the Compton Creek to South Central Avenue) has eight (8) sites bounded by the freeway, frontage roads and freeway ramps which currently has no trees and limited landscaping. The project proposes installation of 600 trees to decrease greenhouse gas emissions, landscaping, construct 4,150 linear feet of bioswales to reduce soil erosion and provide educational materials about the project to the surrounding communities and schools. The Grant amount is \$580,952.00. The grant period for both the NRA and Cal Fire Grants end March 31, 2020.

On January 16, 2019, the Public Works staff solicited proposals for consulting services to provide the necessary engineering review, design, and recommended services to achieve the goals and requirements outlined in the grants and the preparation of construction documents. The selected firm shall act as the Engineer for the project and shall be responsible for all elements of implementing, design and execution of the project.

On February 13, 2019, proposals were due in the City Clerk’s office; however, no proposals were received. Subsequently, City staff began contacting qualified engineering firms to obtain proposals. This effort garnered receipt of two (2) proposals from the following firms:

<u>Firm</u>	<u>Location</u>	<u>Amount</u>	<u>Responsive</u>
JMC2	San Pedro, CA	\$381,270.40	Yes
CA Urban Foresters, Inc.	Long Beach, CA	Rate Sheet Only	No

The City’s Request for Proposals indicated that the firm must be licensed to practice civil engineering in the State of California and that the firm provide the cost to provide the necessary engineering review, design and recommended services.

Review of the proposal submitted by California Urban Foresters, Inc. revealed that this firm does not have a licensed civil engineer on staff, failed to provide examples of projects that are representative of the type of projects that the firm has designed in the past five years, did not identify experience with site improvements including owner contact information, final project costs and time frame of projects, did not identify the Lead Engineer that will be responsible for the project, did not identify the individual(s) that will be responsible for information gathering on the project and demonstrate and provide specific examples of projects where the identified individual has provided site improvement information, did not describe the project team approach to developing the project from design to completion, and did not demonstrate and provide examples of its ability to complete the design of projects of this size and nature within a predetermined schedule.

Therefore, after careful considerations, City staff determined that the proposal submitted by JMC2 Engineering + Surveying (“JMC2”) demonstrated their possession of the requisite experience, training, expertise and personnel to provide the engineering services needed pursuant to the Alameda-State Route 91 Urban Greening/Forestry and Water Reclamation Grant Projects, at the fee amount of \$381,270.40.

JMC2 is a Los Angeles based, project management and design firm providing public works solutions for a wide variety of projects throughout Southern California. JMC2 provides services: Project Management, Civil Engineering, Structural Engineering, Land Surveying, Permit Processing, and Construction Support. JMC has a twenty one person (21) staff with four licensed professional engineers, one professional land surveyor, one licensed structural engineer, and five (5) engineers in training.

For these projects JMC2 will provide the following approach:

Task 1 - Research

Task 2 - Survey and Base Map

Task 3 - Preliminary Design

Task 4 - Design Documents

Task 5 - Meetings and Coordination

Task 6 - Bidding and Construction Support Services

STATEMENT OF ISSUE

On May 21, 2019, pursuant to Resolution No. 25,027, City Council authorized the City Manager to enter into a professional service agreement with JMC2 in an amount not to exceed \$381,270.40 for design services.

Due to budgetary constraints, the City desires to change the funding source allocation that was previously appropriated pursuant to Resolution No. 25,027. Subsequently, Resolution No. 25,027 needs to be rescinded and a new resolution is necessary with revised account numbers. Furthermore, the contract between the City of Compton and JMC2 Engineering + Surveying will remain in effect.

Therefore, in order to rescind Resolution No. 25,027, ratify the professional service agreement with JMC2 Engineering + Surveying and re-issue a purchase order in the amount of Three Hundred Eighty One Thousand Two Hundred and Seventy Dollars and Forty Cents (\$381,270.40) for JMC2 Engineering + Surveying pursuant to the Urban

Greening/Forestry and Water Reclamation Grant Projects, City Council's authorization is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. It is imperative that the engineering design services be completed on schedule (due to the State by the end of this fiscal year) so that construction services can be completed by or before the Grants deadline of March 30, 2020.

Additionally, the consultant has entered into the agreement with the City and commenced services based upon the good faith belief that proper authorization was obtained and funding allocated.

FISCAL IMPACT

Funds in the amount of \$381,270.40.00 are available in 2019-2020 Fiscal Year budget in Account Nos. 1077-540-000-4262 (\$329,270.40) and 1076-540-000-4262 (\$52,000).

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**WENDELL E. JOHNSON, P.E., DIRECTOR
PUBLIC WORKS DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO. 25,027, RATIFYING THE PROFESSIONAL
SERVICES AGREEMENT WITH JMC2 ENGINEERING + SURVEYING TO
PROVIDE ENGINEERING SERVICES PURSUANT TO THE ALAMEDA-STATE
ROUTE 91 URBAN GREENING/FORESTRY AND WATER RECLAMATION
GRANT PROJECTS AND RE-ISSUE A PURCHASE ORDER (\$381,270.40)**

WHEREAS, the City is a recipient of two (2) Urban Greening/Forestry and Water Reclamation Grants from separate State of California agencies: the Natural Resources Agency (“NRA”) and the Department of Forestry and Fire Protection (“Cal Fire”); and

WHEREAS, the NRA Grant, titled the “Alameda-SR91 Urban Greening and Water Reclamation Project Greening Compton’s State Route 91 (Agreement No. U29107-0)”, involves the planting of trees and shrubs, installing irrigation and bioswales, creating water retention and filtration system and installing interpretive signage at the locations of Alameda Street and Artesia Boulevard – State Route 91 Interchange (the Grant amount is \$1,207,921.00); and

WHEREAS, the Cal Fire Grant, titled the “Greening Compton’s State Route 91 (Agreement No. 8GG16423)” involves planting of trees and shrubs, installing irrigation and bioswales, creating storm water filtration systems and installing Cal Fire and Compton signage at the locations of State Route 91 Highway and Artesia Boulevard between Central Avenue and Harbor Avenue (the Grant amount is \$580,952.00); and

WHEREAS, on January 16, 2019, the Public Works staff solicited proposals for consulting services to provide the necessary engineering review, design, and recommended services to achieve the goals and requirements outlined in the grants and the preparation of construction documents; and

WHEREAS, on February 13, 2019, proposals were due in the City Clerk’s office; however, no proposals were received so City staff began contacting qualified engineering firms to obtain proposals; and

WHEREAS, this effort garnered receipt of two (2) proposals from the following firms:

<u>Firm</u>	<u>Location</u>	<u>Amount</u>	<u>Responsive</u>
JMC2	San Pedro, CA	\$381,270.40	Yes
CA Urban Foresters, Inc.	Long Beach, CA	Rate Sheet Only	No; and

WHEREAS, the City’s Request for Proposals indicated that the firm must be a licensed to practice civil engineering in the State of California and that the firm provide the cost to provide the necessary engineering review, design and recommended services; and

WHEREAS, review of the proposal submitted by California Urban Foresters, Inc. revealed it to be non-responsive in that the firm does not have a licensed civil engineer on staff in addition to a failure to provide other information required within the Request for Proposals; and

WHEREAS, after careful consideration, City staff determined that the proposal submitted by JMC2 Engineering + Surveying (“JMC2”) demonstrated their possession of the requisite experience, training, expertise and personnel to provide the engineering services needed pursuant to the Alameda-State Route 91 Urban Greening/Forestry and Water Reclamation Grant Projects, at the fee amount of \$381,270.40; and

WHEREAS, on May 21, 2019, pursuant to Resolution No. 25,027, City Council authorized the City Manager to enter into a professional service agreement with JMC2 in an amount not to exceed \$381,270.40 for design services; and

WHEREAS, due to budgetary constraints, the City desires to change the funding source allocation that was previously appropriated pursuant to Resolution No. 25,027; and

WHEREAS, Resolution No. 25,027 needs to be rescinded and a new resolution is necessary with revised account numbers; and

WHEREAS, the contract between the City of Compton and JMC2 Engineering + Surveying will remain in effect; and

WHEREAS, funds in the amount of \$381,270.40.00 are available in 2019-2020 Fiscal Year budget in Account Nos. 1077-540-000-4262 (\$329,270.40) and 1076-540-000-4262 (\$52,000).

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

SECTION 1. That Resolution No. 25,027 adopted by City Council on May 21, 2019 is hereby rescinded.

SECTION 2. That the proposal submitted by JMC2 in the amount of \$381,270.40 is hereby re-accepted and ratified and all other bids rejected.

SECTION 3. That the professional services agreement with JMC2 for the provision of design services for the Alameda-State Route 91 Urban Greenling/Forestry and Water Reclamation Grant Projects is hereby re-authorized and ratified.

SECTION 4. That funds in the amount of \$381,270.40.00 are available in 2019-2020 Fiscal Year budget in Account Nos. 1077-540-000-4262 (\$329,270.40) and 1076-540-000-4262 (\$52,000).

SECTION 5. That a purchase order in the amount of \$381,270.40 is authorized to be re-established for the project.

SECTION 6. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, Grants Division and the Public Works Department.

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 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-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

July 2, 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
RESCINDING RESOLUTION NO. 25,063, AUTHORIZING THE CITY
MANAGER TO ENTER INTO A SERVICES CONTRACT WITH AND
ESTABLISH A PURCHASE ORDER FOR IPTV INTERNATIONAL, INC.
DBA TV PRO GEAR FOR AUDIO AND VIDEO EQUIPMENT UPGRADES
(\$323,689)**

SUMMARY

Adoption of this resolution will rescind Resolution No. 25,063, authorize the City Manager to accept the bid of and enter into a services contract with IPTV International, Inc. dba 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:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
IPTV International, Inc. (dba TV Pro Gear)	\$323,689.00
Harper Audio Video Specialty	\$394,000.00

Staff reviewed the bids submitted and determined that IPTV International, Inc. dba TV Pro Gear was the most responsive bidder in the amount of \$323,689.00, and recommends that the Council authorize a services contract with this vendor.

On June 25, 2019, pursuant to Resolution No. 25,063, City Council authorized the City Manager to enter into a services contract with TV Pro Gear in an amount of \$323,689.00 for audio and video equipment upgrades.

Subsequent to Council’s adoption of Resolution No. 25, 063, staff was informed by the vendor named (i.e. TV Pro Gear) and awarded the contract that the proper company name for purposes of the services contract is IPTV International, Inc. dba TV Pro Gear; therefore Resolution No. 25,063 should be rescinded in order to identify and name the appropriate responsible party be authorized by the Council to provide the services needed.

**Staff Report – Resolution Rescinding Resolution No. 25,063
Authorize Contract with IPTV International, Inc. dba TV Pro Gear
Upgrade of Council Chambers Audio/Video Equipment
July 2, 2019, page 3**

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
RESCINDING RESOLUTION NO. 25,063, AUTHORIZING THE CITY
MANAGER TO ENTER INTO A SERVICES CONTRACT WITH AND
ESTABLISH A PURCHASE ORDER FOR IPTV INTERNATIONAL, INC.
DBA 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:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
IPTV International, Inc. (dba TV Pro Gear)	\$323,689.00
Harper Audio Video Specialty	\$394,000.00

WHEREAS, staff reviewed the bids submitted and determined that IPTV International, Inc. dba 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; and

WHEREAS, on June 25, 2019, pursuant to Resolution No. 25,063, City Council authorized the City Manager to enter into a services contract with TV Pro Gear in an amount of \$323,689.00 for audio and video equipment upgrades; and

WHEREAS, subsequent to Council’s adoption of Resolution No. 25, 063, staff was informed by the vendor named (i.e. TV Pro Gear) and awarded the contract that the proper company name for purposes of the services contract is IPTV International, Inc. dba TV Pro Gear; therefore Resolution No. 25,063 should be rescinded in order to properly identify and name the appropriate responsible party be authorized by the Council to provide the services needed.

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

Section 1. That Resolution No. 25,063 adopted by City Council on June 25, 2019 is hereby rescinded.

Section 2. That the bid of IPTV International, Inc. dba 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 3. That the City Manager, on the advice and approval City Attorney is hereby authorized to enter into a services contract with IPTV International, Inc. dba TV Pro Gear for the replacement and upgrading of audio and video equipment in the Compton Council Chambers and City Hall.

Section 4. 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 5. 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 IPTV International, Inc. dba TV Pro Gear.

Section 6. 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 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