

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

**COMPTON CITY COUNCIL
AGENDA
10/08/2019**

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

**CITY COUNCIL CHAMBER
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220**

CLOSED SESSION 4:30 P.M.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS

(Persons wishing to address the City Council on the Closed Session items may do so at this time. Comments are limited to one (1) minute per speaker and shall be limited to closed session agenda items)

RECESS TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Perez v. City of Compton, WCAB Case No. ADJ7734883

Evans v. City of Compton, WCAB Case No. ADJ11321675

Pursuant to California Government Code Section 54956.9(a)

PUBLIC MEETING – 5:30 P.M.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

REPORT ON CLOSED SESSION ACTION(S)

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

(Comments are limited to three (3) minutes per speaker and shall be limited to items appearing on the City Council agenda and/or matters of public interest within the jurisdiction of the City Council)

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. SEPTEMBER 24, 2019

**CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER
REPORTS**

2. GAMING REPORT - JUNE 2019 (Receive and File)
3. GAMING REPORT - JULY 2019 (Receive and File)
4. GAMING REPORT - AUGUST 2019 (Receive and File)

HUMAN RESOURCES

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,037 AND AUTHORIZING THE CITY MANAGER TO APPROVE AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS AND ESTABLISHING A SALARY RANGE FOR THE POSITIONS OF LEAD PARKING CONTROL OFFICER AND LEAD SECURITY OFFICER

REGULAR AGENDA

CITY MANAGER'S REPORT

6. A REQUEST TO SCHEDULE A PUBLIC HEARING TO AMEND THE CITY OF COMPTON'S GENERAL PLAN TO ADOPT THE 2014-2021 HOUSING ELEMENT (November 5, 2019 at 5:35 p.m.)

CITY ATTORNEY'S REPORTS

7. ORAL REPORT - COMPTON CEMETERIES

NEW BUSINESS

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 1-7 (ADMINISTRATIVE CITATIONS) OF CHAPTER I OF THE COMPTON MUNICIPAL CODE (First Reading)
9. AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON IMPOSING A TEMPORARY MORATORIUM ON FIREWORKS STAND LAND USES AND DECLARING THE URGENCY THEREOF
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH LIBERTY UTILITIES FOR THE STREET REHABILITATION PORTION OF THE WATERLINE PROJECT ON 137TH STREET AND PAULSEN AVENUE IN THE CITY OF COMPTON FOR AN ESTIMATED TOTAL AMOUNT OF \$108,443.53
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR FIFTY TWO CONSULTING, INC. TO PROVIDE ON-CALL/DEMAND FOR INFORMATION SYSTEMS ENGINEERING AND SYSTEM MAINTENANCE SERVICES (\$85,500)
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ELEVATE PUBLIC AFFAIRS TO PROVIDE PUBLIC RELATIONS SERVICES (\$78,000)
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH SYLVIA NUNN ANGELS FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH ANGELS FOR SIGHT FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND SHIELDS FOR FAMILIES TO PROVIDE ADDITIONAL SPACE AT THE NEIGHBORHOOD CENTER (600 NORTH ALAMEDA STREET)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 10/15/2019 @ 5:30 PM

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SEPTEMBER 24, 2019

The Compton City Council Closed Session meeting was called to order at 4:41 p.m. in the Council Chambers of City Hall by Mayor Pro Tem Emma Sharif. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Pro Tem Emma Sharif.

ROLL CALL

Council Members Present – Chambers, McCoy, Sharif

Council Members Absent – Galvan and Mayor Brown (*Entered the meeting during closed session.*)

Other Officials Present: D. Brown A. Godwin, T. Simmons/C. Cornwell

CLOSED SESSION AGENDA ITEMS

PUBLIC EMPLOYEE APPOINTMENT

Title: Compton Sheriff Captain

Pursuant to California Government Code Section 54957

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Smith v. City of Compton, WCAB Case Nos. ADJ9193433 and ADJ9193437

Keyes v. City of Compton, Claim No. I-9561

Evans v. City of Compton, WCAB Case No. ADJ11321675

Pursuant to California Government Code Section 54956.9(a)

City Attorney Damon Brown requested a closed session to discuss Public Employee Appointment: Compton Sheriff Captain, pursuant to California Government Code Section 54957, and Conference with legal counsel-existing litigation: Smith v. City of Compton, WCAB Case Nos. ADJ9193433 and ADJ9193437; Keyes v. City of Compton, Claim No. I-9561; Evans v. City of Compton, WCAB Case No. ADJ11321675 pursuant to California Government Code Section 54956.9(a).

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS ONLY

Robert Ray, Compton resident, stated that this is the first time that the City Council has been involved with the hiring of the Sheriff's Captain for the City of Compton. Mr. Ray felt that the L. A. County Sheriff will designate whoever he wants to fill the position, as the designated Captain will be a County employee and not a City of Compton employee.

City Attorney Damon Brown replied that under the Government Code Section 54957, the term 'employee' includes any officer, or independent contractor who functions as an officer/employee of the City of Compton. City Attorney Brown then indicated that the Compton Sheriff's Captain will serve, for all intents and purposes, as the City's Police Chief.

RECESS TO CLOSED SESSION

On motion by McCoy, seconded by Chambers, the City Council voted to recess to closed session at 4:49 p.m. by the following vote on roll call:

AYES: Council Members - Chambers, McCoy, Sharif

NOES: Council Members - None

ABSENT: Council Members - Galvan, Brown

On motion by Galvan, seconded by Sharif, the City Council voted to reconvene to open session at 9:43 p.m. by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Chambers

REPORT ON CLOSED SESSION ACTIONS

City Attorney Damon Brown reported that there were four proposed items under discussion during closed session, and further reported that there were no reportable action taken during the closed session.

(Councilmember Chambers entered the meeting at 9:43 p.m.)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, urged the Honorable Body to vote ‘Yes’ on agenda item Number 2 (fee waiver for retirement celebration for Marie Hollis), indicating that Ms. Hollis recently celebrated her 90th Birthday. Mr. Ray also stated that it is important to note that this event is being funded out of the pockets of community individuals, and no Concerned Citizens of Compton funds will be used. Mr. Ray spoke out against agenda item regarding a retainer agreement for legal services, indicating that the city has enough attorneys on staff. Mr. Ray then urged the city to address the tall weeds at Alondra Regional Park, indicating that this is a serious fire hazard.

Mr. Kilgo, Compton resident, spoke regarding the problems he has experienced with the pre-sale inspection for his property in Compton, which has been occurring since April of this year. Mr. Kilgo then explained that each time the City Inspectors come out to his property, they add further items to the list of ‘corrections.’ He then indicated that he filed a complaint and attempted to resolve the matter with the Building and Planning Departments, however, his building contractor was not allowed to pull permits for the property. Mr. Kilgo felt that this was retaliation, because he complained that the Inspectors were discourteous, disrespectful and unprofessional. Mr. Kilgo also raised concerns about racist remarks made by an Inspector.

Mayor Brown requested a report from the City Manager regarding the racist remarks and poor public service. Mayor Brown indicated that the inspection procedure and requirements should not change mid-way through the process, further adding that city officials must always provide courteous and professional service to the community.

Mr. Hernandez, Compton resident, substantiated the claims made by Mr. Kilgo.

Bishop L. J. Guillory, President of the East Tichenor Block Club, presented several of his neighbors, who have been experiencing threats and harassment by gang members on Tichenor Street. Mr. Guillory informed the City Council that one of his neighbors has experienced problems for several years and further detailed an incident whereby a neighbor’s teenage son was approached by the ‘Southside Crips’ who were preventing his mother from entering her own driveway. Mr. Guillory indicated that many residents have submitted video footage of illegal activity to the Sheriff’s Department and were told that there is nothing that can be done. Mr. Guillory stated that his street and the residents are being held hostage, and then commented that several gang members have indicated that if the local park is completed, they will stop hanging around the block.

Mayor Brown commented that there must be some sort of legal mechanism whereby the city can provide assistance to the community, indicating that this is a serious concern and this is a quality of life issue.

City Attorney Damon Brown indicated that one of the city’s outside law firms has obtained a stipulation regarding this matter, and added that he will be presenting a report to the City Council and the residents in the very near future.

Councilman Galvan requested that the City Attorney acquire a record of all the times the residents have called the Sheriff’s Department requesting assistance.

Councilmember Sharif requested a report to determine how many calls have been received by the Sheriff’s Department for the entire block of East Tichenor.

Richard Earl, Compton resident, requested that the Councilmembers approve agenda item Number 2 (fee waiver for retirement celebration for Marie Hollis), submitting that Ms. Hollis has diligently served the community for many years, and deserves to be celebrated and honored for

her accomplishments. Mr. Earl urged the City Council to clean up the city and address the growing number of illegal marijuana shops in the city. He also commented that Angeles Abbey Cemetery is in horrendous condition and is an embarrassment to the City of Compton. Mr. Earl concluded by requesting that the city remove all blight and improve the appearance of the City.

Martin Miller, Compton resident of the 1700 block of Grandee Avenue, stated that he was before the City Council a few weeks ago regarding the illegal citations and towing of vehicles from their property. Mr. Miller indicated that Code Enforcement is taking advantage of the Senior citizens who are now living in fear, as they have received numerous citations and towing fees. He asserted that he has received \$400 worth of citations in one day and submitted photographs of his property to substantiate his claims and further requested that the City Council investigate this issue.

Benjamin Holifield, President-Founder Compton Business Chamber of Commerce, emphasized that Compton must be safe, clean and friendly. Mr. Holifield indicated that the City must provide left-hand turn signals for all four corners of Wilmington Avenue and Greenleaf Boulevard. Mr. Holifield commented that things are changing, but we must address the issues and concerns raised by the community.

Joyce Kelly, Compton resident, asserted that the City Council should have called a Special meeting to conduct the interviews for the Compton Sheriff Captain. Ms. Kelly then indicated that when Captain Thatcher was here the marijuana shops were closed. She asserted that the city must close the illegal marijuana shops and apply the laws to notify the property owners that the City of Compton will seize their property if they are renting their locations out for illegal activity such as marijuana sales. Ms. Kelly suggested that the city post “No Dumping” and “No Littering” signs including the fine amount around the community. Ms. Kelly concluded by urging the City Attorney to investigate the numerous complaints regarding the illegal ticketing and towing of vehicles by Code Enforcement.

Lynn Boone, Compton resident, presented a list of instances whereby she felt that the former City Attorney did not properly perform his duties and represent the people of Compton. Ms. Boone spoke out against hiring additional legal firms, further indicating that there are city employees out on paid Administrative Leave, with no structure as to what the ‘pending investigation’ entails. Ms. Boone then noted that in the past, the payments for retainers of outside legal firms have come out of the City Attorney’s budget; however, in this instance, the payments will come out of the General Fund, which is improper.

5:35 P.M. - PUBLIC HEARING - TO RECEIVE COMMENTS ON THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FISCAL YEAR 2018-2019

On motion by McCoy, seconded by Galvan, the public hearing was open at 10:22 p.m. by the following vote on roll call:

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

Dr. Aubrey Relf, Grants Compliance Manager, offered a power point presentation highlighting that this public hearing is being held to receive input on the City’s Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2018-2019, required by the Housing and Urban Development (HUD) Department. HUD guidelines mandate that the City of Compton report on how the HUD funding has been allocated.

Dr. Relf reported on the Community Development Block Grant (CDBG) program which is a partnership between the City and non-profit organizations and the HOME (First-time home buyers) Program. The FY 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) is the City of Compton’s report to the U.S. Department of Housing and Urban Development (HUD) describing the use of federal Community Block Grant (CDBG) and HOME Investment Partnerships (HOME) covering July 1, 2018 to June 30, 2019.

Dr. Relf indicated that for Fiscal Year 2018-2019, the City received \$1,574,119 of CDBG funds and \$604,126 of HOME funds for a total investment of \$2,178,255 of entitlement

funds from HUD. The three general goals of the funding are to develop viable urban communities by providing decent housing; create a suitable living environment; and expand economic opportunities, however, the funds can only be utilized in certain specific areas. The purpose of the funding is to enhance opportunities for low to moderate income earning individuals. Dr. Relf displayed a map of the city which designates the HUD eligible areas for the various programs.

Dr. Relf went on to detail that \$275,327 was received in program income from loan payoffs. One hundred thirteen residents received landlord-tenant mediation services and two thousand residents received public services. Dr. Relf further indicated that this public hearing is an opportunity for the community to provide input regarding CDBG and HOME spending, adding that comments from the residents will be included in the report submitted to HUD.

PUBLIC COMMENTS REGARDING THE HEARING

Robert Ray, Compton resident, commented that over one million dollars was allocated towards the HOME program, however, not all the money was spent. He questioned why all the funds were not used and further questioned what would be done with the balance of the funding.

Dr. Relf replied that the program was paused as there were personnel changes to the Grants Division. Any funds that have not been spent will be carried over to the current fiscal year and will be re-purposed for CDBG and HOME related programs.

Joyce Kelly, Compton resident, questioned which non-profit organizations will receive funding under the CBGD program.

Dr. Relf responded that there are approximately 5 organizations which will receive funding; Champions of Care Connection, Compton Youth Build, The Legal Aid Society, El Nido Family Center and the Children's Clinic.

Lynn Boone, Compton resident, questioned the accuracy of the designated low to moderate income areas, indicating that the boundaries have not changed for many years, noting that it appears as though the city is repairing the same streets over and over again. Ms. Boone also commented that the non-profit organizations which will be receiving CDBG funding were never brought before the community.

Dr. Relf indicated that the U.S. Census data is used in determining the designated low to moderate income areas of the City of Compton.

There being no further public comments, It was moved by Galvan, seconded by McCoy, the hearing was closed at 10:35 p.m. by the following vote on roll call:

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

5:45 P.M. - PUBLIC HEARING - TO CONSIDER AND ADOPT A RESOLUTION RECOMMENDING THE CITY COUNCIL'S APPROVAL OF AN AMENDMENT TO CHAPTER 30, ZONING, OF THE COMPTON MUNICIPAL CODE TO: 1) CREATE A NEW CHAPTER REGULATING EMERGENCY SHELTERS AND 2) AMEND THE USE REGULATIONS TO SPECIFICALLY ALLOW TRANSITIONAL AND SUPPORTIVE HOUSING IN RESIDENTIAL ZONES (Request to Reschedule Hearing to October 1, 2019 at 5:35 p.m.)

On motion by McCoy, seconded by Sharif, the above public hearing was rescheduled for **October 1, 2019 at 5:35 p.m.** by the following vote on roll call:

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

CONSENT AGENDA

APPROVAL OF MINUTES

1. SEPTEMBER 10, 2019

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

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

REGULAR AGENDA

CITY MANAGER'S REPORT

2. ACTION ITEM -- REQUEST FOR CITY COUNCIL TO WAIVE FACILITY FEES FOR USE OF THE DOLLARHIDE COMMUNITY CENTER FOR THE MARIE HOLLIS RETIREMENT CELEBRATION TO BE HELD ON OCTOBER 11, 2019 (\$375.00)

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

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

CITY ATTORNEY'S REPORTS

3. INFORMATIONAL REPORT/ CITY COUNCIL POLICY ESTABLISHING A STANDARD PROCESS FOR THE PERFORMANCE EVALUATION OF THE CITY MANAGER AND CITY CONTROLLER

City Attorney Damon Brown commented that this an informational report which contains proposed policies relating to the establishment of standard practices for evaluating the performance of the City Controller and City Manager. The report also contains drafts of the documents which may be used during the evaluation process.

Mayor Brown requested that the City Council have the ability to provide input relative to changes or amendments in the evaluation process.

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2019-2020 AND 2020-2021

It was moved by McCoy, seconded by Sharif, that the resolution be adopted.

City Attorney Brown offered that the City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an as-needed basis with specialized projects such as City Attorney's Office conflict of interest matters, municipal labor and employment practices, labor negotiations, investigations, administrative and municipal hearings, litigation, housing development transactions and municipal advice letters.

Councilman Galvan commented that he would be voting 'No' because he is not familiar with any of the proposed legal firms.

Resolution Number 25,125 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2019-2020 AND 2020-2021**’ was adopted by the following vote on roll call:

AYES: Council Members - Chambers, McCoy, Sharif, Brown

NOES: Council Members - Galvan

ABSENT: Council Members - None

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2019-2020 BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A TWO-YEAR CONTRACT WITH NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES FOR TWO FISCAL YEARS (2019-2021) ON HOUSING SUCCESSOR CITY OWNED PARCELES IN THE CITY OF COMPTON AND TO OPEN A PURCHASE ORDER FOR FISCAL YEAR 2019-2020 IN THE AMOUNT OF THIRTEEN THOUSAND AND FIVE HUNDRED DOLLARS (\$13,500)

It was moved by McCoy, seconded by Sharif, that the resolution be adopted.

Mayor Brown emphasized that Successor Agency owned property must be properly maintained.

There was discussion among the Councilmembers regarding the designation of which streets are scheduled to be repaired.

Joanna Stewart, Street Superintendent, reported on the potholes that have been filled during the week, as well as the numerous sites where illegally dumped materials were removed by Staff.

(Councilmember Chambers exited the meeting at 11:07 p.m.)

Resolution Number 25,126 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2019-2020 BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A TWO YEAR CONTRACT WITH NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES FOR TWO FISCAL YEARS (2019-2021) ON HOUSING SUCCESSOR CITY OWNED PARCELES IN THE CITY OF COMPTON AND TO OPEN A PURCHASE ORDER FOR FISCAL YEAR 2019-2020 IN THE AMOUNT OF THIRTEEN THOUSAND AND FIVE HUNDRED DOLLARS**’ was adopted by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Chambers

(Mayor Brown exited the meeting at 11:16 p.m.)

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Thanked everyone who attended his 2nd District community cleanup this past Saturday at Wilson Park, Leuders Park and Caesar Chavez Park and various streets throughout the community, adding that the wonderful volunteers assisted out of the kindness of their hearts with a desire to improve the community—Councilman Galvan also thanked Republic Services for assisting and donating trash bins and cleaning equipment.

Councilperson McCoy offered the following communications/announcements:

- Invited the community to attend her 3rd District Town Hall meeting on October 10, 2019 at Burrell-MacDonald park, 2516 W. Alondra Blvd. beginning 6 p.m.

- Announced that the Grand Re-Opening of Burrell MacDonald Park will take place on October 12, 2019---invitations to the event are forthcoming.
- Announced that Sunny Cove is hosting a community cleanup on October 19, 2019 and is requesting assistance from the city.
- Adjourn in memory of **Mandy McLaughlin**.

Mayor Pro Tem Sharif offered the following communications/announcements:

- Invited the community to participate in the 4th District community cleanup scheduled for October 19, 2019 beginning at 7:00 a.m. at the Compton Courthouse Civic Center Plaza.
- Announced that the 2020 Census has immediate job openings and urged all interest parties to contact her office at (310) 605-5662 for further information.
- Invited the community to attend the Ribbon Cutting Ceremony on October 26, 2019 from 10 a.m.to 11 a.m. at South Park, 1300 East Caldwell Street—there will be a concert at the park from 11 a.m. to 4 p.m.
- Invited the community to attend and participate in the next Youth Leadership Council Workshop entitled “**Manifest Your Dreams**” -- This exciting workshop will provide an opportunity for the youth to manifest their hopes and dreams by providing materials and sessions to assist them in creating a positive, productive and successful future. This event will be held on Saturday, September, 28, 2019 from 11 a.m. until 2 p.m. at 2319 East Caldwell Street, Compton. (310) 605-5662 or email 4thdistrictyouth@gmail.com for further information.
- Commented on the wonderful events taking place in the city, including the ***End of Summer Block Party***, adding how great it was to see the abundantly talented members of the community showcase their talents.

ADJOURNMENT

On motion by McCoy, seconded by Galvan the meeting was adjourned at 11:24 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

October 8, 2019

TO: THE HONORABLE MAYOR & COUNCIL MEMBERS
FROM: CITY CONTROLLER
SUBJECT: GAMING REVENUE - JUNE 2019

The license fee for Celebrity Casino Inc., (dba Crystal Park and Hotel) was agreed to reflect the following calculation of revenues:

<u>Gross Gaming Revenues</u>	<u>Fee</u>
\$ Less than \$300,000.00	5.7% per month
\$300,000.01 to \$400,000.00	6.7% per month
\$400,000.01 to \$1,200,000.00	7.7% per month
\$1,200,000.01 to \$3,000,000.00	10.0% per month
\$3,000,000.01 to \$7,000,000.00	12.0% per month
\$7,000,000.01 and over	14.0% per month

The Celebrity Casino Inc. submitted the Gross Gaming Revenues Report for the month of June 2019, showing gross revenue of \$1,622,889.00 recorded by the Casino in June 2019.

The City received a check for \$162,288.90 based on the Casino's revenue for the month of June 2019. The check for \$162,288.90 was recorded in account number 1001-000-000-3248.

The total revenue received by the City from July 1, 2018 to June 30, 2019 is \$1,955,691.45, which is 95.4% of the projected budget amount for the fiscal year.

Rafaela T. King
City Controller

October 8, 2019

TO: THE HONORABLE MAYOR & COUNCIL MEMBERS
FROM: CITY CONTROLLER
SUBJECT: GAMING REVENUE - JULY 2019

The license fee for Celebrity Casino Inc., (dba Crystal Park and Hotel) was agreed to reflect the following calculation of revenues:

<u>Gross Gaming Revenues</u>	<u>Fee</u>
\$ Less than \$300,000.00	5.7% per month
\$300,000.01 to \$400,000.00	6.7% per month
\$400,000.01 to \$1,200,000.00	7.7% per month
\$1,200,000.01 to \$3,000,000.00	10.0% per month
\$3,000,000.01 to \$7,000,000.00	12.0% per month
\$7,000,000.01 and over	14.0% per month

The Celebrity Casino Inc. submitted the Gross Gaming Revenues Report for the month of July 2019, showing gross revenue of \$1,784,569.00 recorded by the Casino in July 2019.

The City received a check for \$178,456.90 based on the Casino's revenue for the month of July 2019. The check for \$178,456.90 was recorded in account number 1001-000-000-3248.

The total revenue received by the City from July 1, 2019 to June 30, 2020 is \$178,456.90.

Rafaela T. King
 City Controller

October 8, 2019

TO: THE HONORABLE MAYOR & COUNCIL MEMBERS
FROM: CITY CONTROLLER
SUBJECT: GAMING REVENUE - AUGUST 2019

The license fee for Celebrity Casino Inc., (dba Crystal Park and Hotel) was agreed to reflect the following calculation of revenues:

<u>Gross Gaming Revenues</u>	<u>Fee</u>
\$ Less than \$300,000.00	5.7% per month
\$300,000.01 to \$400,000.00	6.7% per month
\$400,000.01 to \$1,200,000.00	7.7% per month
\$1,200,000.01 to \$3,000,000.00	10.0% per month
\$3,000,000.01 to \$7,000,000.00	12.0% per month
\$7,000,000.01 and over	14.0% per month

The Celebrity Casino Inc. submitted the Gross Gaming Revenues Report for the month of August 2019, showing gross revenue of \$2,020,396.50 recorded by the Casino in August 2019.

The City received a check for \$202,039.65 based on the Casino's revenue for the month of August 2019. The check for \$202,039.65 was recorded in account number 1001-000-000-3248.

The total revenue received by the City from July 1, 2019 to June 30, 2020 is \$380,496.55.

Rafaela T. King
City Controller

OCTOBER 8, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CODE ENFORCEMENT MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,037 AND AUTHORIZING THE CITY MANAGER TO APPROVE AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS AND ESTABLISHING A SALARY RANGE FOR THE POSITIONS OF LEAD PARKING CONTROL OFFICER AND LEAD SECURITY OFFICER

SUMMARY

The City Council will consider a resolution amending the Position Classification Plan to add new positions of Lead Parking Control Officer and Lead Security Officer.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to add new positions of Lead Parking Control Officer and Lead Security Officer.

On November 7, 2018, the City and representatives of the applicable employee bargaining union, Service Employees International Union ("SEIU") Local 721, met, conferred and agreed to amend the Position Classification Plan to include the new classifications.

After conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter on January 17, 2019, the Personnel Board approved amendment to the classification plan to include the classification of Lead Parking Control Officer and Lead Security Officer and recommend approval and adoption thereof to the City Council at its meeting conducted on June 18, 2019.

STATEMENT OF ISSUE

The primary purpose for adding the Lead Parking Control Officer and Lead Security Officer to the classification plan is to provide a higher level of support with administrative and operational duties of all parking and security related functions associated with the division. These revisions will update the existing Classification Plan.

On June 11, 2019, the City Council adopted Resolution 25,037; however, due to a clerical error, the salary ranges listed were inadvertently transposed and therefore Resolution No. 25,037 needs to be rescinded.

FISCAL IMPACT

The City Manager's Parking Control and Security Division Fiscal Year 2019-20 Budget shall include the following:

<u>Classification</u>	<u>Range</u>
Lead Security Officer	86
Lead Parking Control Officer	93

The salaries for the above new classifications are included in the City's 2019-2020 adopted Fiscal Year's budget; therefore, no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

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

ANTHONY WARD, MANAGER
CODE ENFORCEMENT DIVISION

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,037 AND AUTHORIZING THE CITY MANAGER TO APPROVE AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS AND ESTABLISHING A SALARY RANGE FOR THE POSITIONS OF LEAD PARKING CONTROL OFFICER AND LEAD SECURITY OFFICER

WHEREAS, the City Council will consider a resolution amending the Position Classification Plan to add the new positions of Lead Parking Control Officer and Lead Security Officer; and

WHEREAS, the City Manager authorized a review of the City’s current Position Classification Plan to add the new positions of Lead Parking Control Officer and Lead Security Officer; and

WHEREAS, on November 7, 2018, the City and representatives of the applicable employee bargaining union, Service Employees International Union (“SEIU”) Local 721, met, conferred and agreed to amend the Position Classification Plan to include the new classifications; and

WHEREAS, after conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter on January 17, 2019, the Personnel Board approved amendment to the classification plan to include the classification of Lead Parking Control Officer and Lead Security Officer and recommend approval and adoption thereof to the City Council at its meeting conducted on June 18, 2019; and

WHEREAS, on June 11, 2019, the City Council adopted Resolution 25,037; however, upon further review the salary ranges listed were inadvertently transposed and therefore Resolution No. 25,037 needs to be rescinded; and

WHEREAS, the primary purpose for adding the Lead Parking Control Officer and Lead Security Officer to the classification plan is to provide a higher level of support with administrative and operational duties of all parking and security related functions associated with the division. These revisions will update the existing Classification Plan.

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

SECTION 1. That Resolution Number 25,037 is hereby rescinded.

SECTION 2. That the new classification specifications of Lead Parking Control Officer and Lead Security Officer are hereby approved and added to the Position Classification Plan of the City of Compton.

SECTION 3. That the salary range for the new classifications shall be as follows:

<u>Classification</u>	<u>Range</u>
Lead Security Officer	86
Lead Parking Control Officer	93

SECTION 4. That the salaries for the new classifications are included in the City’s 2019-2020 Fiscal Year budget.

RESOLUTION NO. _____

Page 2

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

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

SECTION 7. That a certified copy of this resolution shall be filed in the offices of the City Manager, Code Enforcement, and City Clerk.

ADOPTED this _____ day of _____, 2019

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON**

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

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

**AYES: Council Members-
NOES: Council Members-
ABSENT: Council Members-
ABSTAIN: Council Members-**

CITY CLERK OF THE CITY OF COMPTON

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION
PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS AND
ESTABLISHING A SALARY RANGE FOR THE POSITIONS OF LEAD
PARKING CONTROL OFFICER AND LEAD SECURITY OFFICER**

WHEREAS, the City Manager authorized a review of the City's current Position Classification Plan to add the new positions of Lead Parking Control Officer and Lead Security Officer; and

WHEREAS, on November 7, 2018, the City and representatives of the applicable employee bargaining union, Service Employees International Union ("SEIU" Local 721) met, conferred and agreed to amend the Position Classification Plan to include the new classifications; and

WHEREAS, subsequent to conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the Position Classification Plan to include the classifications of Lead Parking Control Officer and Lead Security Officer and recommended approval and adoption thereof to the City Council at its meeting conducted on January 17, 2018; and

WHEREAS, after review, staff has determined it to be fair and necessary to amend the Position Classification Plan by adding the Lead Parking Control Officer and the Lead Security Officer classifications; and

WHEREAS, the primary purpose for adding the Lead Parking Control Officer and Lead Security Officer to the Position Classification Plan is to provide a higher level of support with administrative and operational duties of all parking and security related functions; and

WHEREAS, the salaries for the above new classifications are included in the City's 2018-2019 Fiscal Year budget; therefore no anticipated fiscal impact will result from approving this requested action.

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

Section 1. That the new classification specifications of Lead Parking Control Officer and Lead Security Officer are hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the salary range for the new classifications shall be as follows:

<u>Classification</u>	<u>Range</u>
Lead Security Officer	93
Lead Parking Control Officer	86

Section 3. That the salaries for the new classifications are included in the City's 2018-19 Fiscal Year budget.

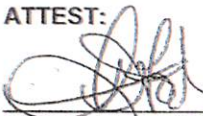
Section 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk, City Controller and the Human Resources Department.

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

ADOPTED this 11th day of June, 2019.


MAYOR OF THE CITY OF COMPTON

ATTEST:


CITY CLERK OF THE CITY OF COMPTON



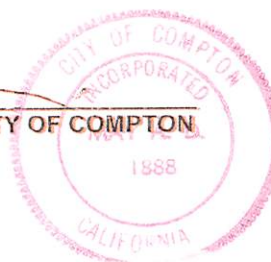
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

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 11th day of June, 2019.

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

AYES: COUNCILMEMBERS- Galvan, McCoy, Sharif, Brown
NOES: COUNCILMEMBERS- None
ABSTAIN: COUNCILMEMBERS- None
ABSENT: COUNCILMEMBERS- Zurita


CITY CLERK OF THE CITY OF COMPTON



October 8, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT: A REQUEST TO SCHEDULE A PUBLIC HEARING TO AMEND THE
CITY OF COMPTON GENERAL PLAN TO ADOPT THE 2014 – 2021
HOUSING ELEMENT**

SUMMARY

The draft 2014 – 2021 Housing Element has been completed and certified by the state Housing and Community Development Department. The Housing Element is now ready for adoption by the City Council.

Staff requests that a public hearing be set on Tuesday, November 5, 2019 at 5:35 pm.

**RICHARD ROJAS, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT**

APPROVED FOR FORWARDING:

**CRAIG CORNWELL
CITY MANAGER**

October 8, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 1-7 (ADMINISTRATIVE CITATIONS) OF CHAPTER I OF THE COMPTON MUNICIPAL CODE

SUMMARY

The City Council will consider adopting an Ordinance that will amend the provisions of Section 1-7 (Administrative Citations) of Chapter I of the Compton Municipal Code in its entirety to clarify and update various provisions of Section 1-7.

BACKGROUND

Section 53069.4 of the California Government Code authorizes local agencies by ordinance, to make any violation of any ordinance of the local agency subject to an administrative fine or penalty. The ordinance adopted by the governing body shall set forth the administrative procedures that govern the imposition, enforcement, collection and review of the administrative fines or penalties.

As an effective tool to obtain compliance, administrative citations are simple to administer and can be applied to a wide variety of code enforcement cases. The use of administrative citations is also cost effective with a reduction in overall City personnel time. Adoption of an Administrative Citation ordinance aids in obtaining code compliance in an expeditious manner, especially for minor offenses, thus enabling City enforcement agencies, the City Attorney's Office and courts to focus on criminal prosecution of more serious code violations which may involve important health and safety concerns.

Some of the features of an Administrative Citation Ordinance are:

- **Ordinance procedures apply to a wide variety of violations.** The citations can be issued to compel compliance with a wide variety of code provisions dealing with zoning, building, fire and many other regulations within the Compton Municipal Code.
- **Covers conditions of approval associated with land use entitlements.** Citations can be issued to force compliance with conditions placed on discretionary land use approvals such as Conditional Use Permits and

other City permits and licenses. Imposing a civil fine is an alternative to the more time-consuming and complex revocation procedures.

- **Control of fine amounts.** Subject to certain State law limitations, the City Council sets the amount of the fine for violations.
- **Cost Recovery.** The City receives the entire amount of the fines collected, rather than receiving a minimal portion of the fines collected by the courts in criminal prosecutions for code violation citations issued by the City.
- **Built-in fine collection.** If a person issued an administrative citation chooses to contest the violation, the City must first receive a deposit of the full amount of the fine before an administrative hearing will be scheduled. There is a provision that allows waiver of the advance deposit if a person can show financial hardship.
- **Simple, informal administrative hearings.** An informal administrative hearing procedure is used to resolve contested citations in an expeditious manner.
- **Court appeals are short and inexpensive.** Although the recipient of the citation may appeal the decision of the administrative hearing officer to the Superior Court, the appeal process would end with that court. This process avoids the often costly and seemingly endless litigation that may occur in criminal prosecutions, writ cases and nuisance abatement proceedings. The court makes its own “de novo” ruling on whether the person violated the code.

STATEMENT OF ISSUE

Pursuant to the provisions of Section 53069.4, on July 22, 2008, the City Council adopted Ordinance No. 2,175, which authorized the issuance of administrative citations for violation(s) of the provisions of the Compton Municipal Code, in addition to providing for the processing, service, payment, and administrative appeal of administrative citations.

On June 18, 2019, the City Council adopted Resolution No. 25,048, which authorized an agreement with a private company (i.e. Turbo Data Systems, Inc.) to process City-issued administrative citations and pursuant to the provisions of the agreement this contractor will assume and be responsible for the handling of a number of duties currently assigned to various City departments by Ordinance

No. 2,175; such as, current requirements that various forms be obtained from and returned to the City Clerk's Office, limitation that fines be paid to the City Treasurer, etc. Thus, it is necessary to amend Section 1-7 of the Compton Municipal Code to revise those sections which place certain duties and responsibilities on City departments that now will be handled by the City's contractor; additionally, to clarify and update provisions to address changes in the law on this subject matter; such as, administrative citations relative to illegal cultivation of cannabis.

ALTERNATIVE

None suggested. Based on contract provisions with the private contractor, revisions to Section 1-7 of the Compton Municipal Code are required.

FISCAL IMPACT

Amendment to Section 1-7 of the Compton Municipal Code allows for at least partial recovery of costs expended by the City to gain compliance with Municipal Code requirements. Currently, the court retains the majority of funds collected for infraction and misdemeanor citations. Fines assessed and collected through use of the Administrative Citation Program is retained by the City.

RECOMMEDATION

Staff recommends that the City Council adopt the attached Ordinance.

**DAMON M. BROWN
CITY ATTORNEY**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

CJC:DMB:RAR:rar

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING SECTION 1-7 (ADMINISTRATIVE CITATIONS) OF CHAPTER I
OF THE COMPTON MUNICIPAL CODE**

WHEREAS, the City of Compton is authorized by Section 53069.4 of the California Government Code to enact an ordinance which makes any violation of any ordinance enacted by the City subject to an administrative fine or penalty; and

WHEREAS, pursuant to the provisions of Section 53069.4, on July 22, 2008, the City Council adopted Ordinance No. 2,175, which authorized the issuance of administrative citations for violation(s) of the provisions of the Compton Municipal Code; and

WHEREAS, Ordinance No. 2,175 (codified at Section 1-7 of the Compton Municipal Code), further provided for the processing, service, payment, and administrative appeal of administrative citations; and

WHEREAS, on June 18, 2019, the City Council adopted Resolution No. 25,048, which authorized an agreement with a private company (i.e. Turbo Data Systems, Inc.) to process City-issued administrative citations and pursuant to the provisions of the agreement this contractor will assume and be responsible for the handling of a number of duties currently assigned to various City departments by Ordinance No. 2,175; and

WHEREAS, it is necessary to amend Section 1-7 of the Compton Municipal Code to revise those sections which place certain duties and responsibilities on City departments that now will be handled by the City's contractor; additionally, to clarify and update provisions to address changes in the law on this subject matter.

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

Section 1. That Section 1-7 (Administrative Citations) of the Compton Municipal Code is hereby amended in its entirety to read as following:

1-7.1 Administrative Fines and Penalties for Violations of City Ordinances and Codes. Every violation of a provision of the Municipal Code, the penalty for which is defined as an "infraction" or "misdemeanor," shall be subject to an administrative fine and/or penalty. The provisions of this section relating to administrative fines and penalties are in addition to all other legal remedies, criminal or civil, which may be pursued by the City to address any violation of codes, ordinances, resolutions, mandates, regulations, rules or other laws adopted by the City, or other applicable state codes. Use of this section shall be at the sole discretion of the City and nothing in this section shall prevent the City from initiating a civil, criminal or other legal or equitable proceedings as an alternative to the proceedings set forth in the administrative fine and/or penalty provisions of this section.

1-7.2 Definitions. As used in this Section:

- a. "Administrative Citation" shall mean the ticket issued to the Responsible Person(s) who has violated a provision of the Municipal Code.
- b. "City" shall mean the City of Compton.
- c. "City Manager" shall mean the City Manager of the City of Compton or the City Manager's designee(s).

d. “Continuing Violation” shall mean a building, plumbing, electrical or other similar structural or zoning violation which does not create an immediate danger to health or safety.

e. “Enforcement Officer” shall mean any individual employed or otherwise charged by the City to enforce codes, ordinances, mandates, regulations, rules or other laws adopted by the City.

f. “Hearing Officer” shall mean the person or contracted company designated by the City Manager or his/her designee to determine the validity of an administrative citation after the person to whom the citation was issued requests a hearing.

g. “Municipal Code” shall mean any codified or non-codified ordinance or law adopted by the City, including codes adopted by reference.

h. “Responsible Person(s)” shall mean any individual, corporation, partnership, association or other group or combination of individuals acting as an entity, the heirs, executors, administrators, assigns or agents of the aforesaid, who is the owner or occupant of real property, or the parent or legal guardian of any person under the age of eighteen (18) years, who creates, allows, causes, commits, continues, permits and/or maintains any violation of the Municipal Code. For purposes of this section, there may be more than one (1) responsible person.

i. “Transient Violation” shall mean a violation which is of a brief or non-permanent nature and which can be remedied rapidly.

j. “Violation” shall mean any violation of any provision of the Municipal Code and any code adopted by reference by the Municipal Code.

1-7.3 Administrative Citations.

a. An Enforcement Officer shall have authority to issue an administrative citation to any responsible person for a violation of any provision of the Municipal Code and codes adopted by reference.

b. Except when a violation creates an immediate danger to health or safety, if the violation pertains to building, plumbing, electrical or other similar structural or zoning issues that do not create an immediate danger to health or safety, the cited person shall be given a reasonable period of time, but no more than thirty (30) calendar days, to correct the violation before an administrative fine or penalty is imposed.

1. Administration fines or penalties may be immediately imposed if a violation(s) of building, plumbing, electrical or other similar structural, health and safety or zoning requirements exists as a result of, or to facilitate the illegal cultivation of cannabis. This subsection shall not be construed to apply to cannabis cultivation that is lawfully undertaken pursuant to Section 11362.1 of the California Health and Safety Code.

2. Notwithstanding subsection (b)(1) above, prior to immediate imposition of administrative fines or penalties for a violation specified in subsection (b)(1) above, the cited person shall be given a reasonable period of time, but no more

than thirty (30) calendar days, to correct the violation before an administrative fine or penalty is imposed if all of the following conditions exist:

- (a) A tenant is in possession of the property that is the subject of the administrative action;
- (b) The rental property owner or agent can provide evidence that the rental or lease agreement prohibits the cultivation of cannabis; and
- (c) The rental property owner or agent did not know the tenant was illegally cultivating cannabis and no complaint, property inspection or other information caused the rental property owner or agent to have actual notice of the illegal cannabis cultivation.

- c. Each administrative citation shall contain the following information:
 - 1. The date of the violation;
 - 2. The address or a legal description of the location where the violation occurred;
 - 3. The section of the Municipal Code violated and a description of the violation;
 - 4. A description of the action required to correct the violation;
 - 5. The number of days provided to correct or otherwise remedy the violation prior to the imposition of fines and/or penalties, if applicable;
 - 6. The amount of the fine for the violation and the amount of the late charge if the fine is not paid by a specified date;
 - 7. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid;
 - 8. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a Request for Hearing form to contest the administrative citation may be obtained;
 - 9. An order prohibiting the continuation or repeated occurrence of the violation described in the administrative citation with notice that payment of the fine does not excuse the requirement to remedy a continuing violation; and
 - 10. The name and signature of the citing Enforcement Officer.

1-7.4 Service of Administrative Citations. An administrative citation may be issued by an Enforcement Officer to the responsible person for violation(s) of the Municipal Code, including any code adopted by reference, in the following manner:

- a. **Personal Service.** The Enforcement Officer shall attempt to locate and personally serve the responsible person and attempt to obtain that person's signature on the administrative citation. If the responsible person is an entity, the

Enforcement Officer may personally serve an employee over the age of 18, manager, principal, partner, director, officer or representative of the entity on behalf of the entity. The failure or refusal of a person to sign a citation shall not affect its validity or any related subsequent proceeding, nor shall signing a citation constitute an admission of guilt. Service shall be deemed to have been completed on the date of service of the citation.

b. Service by Mail. As an alternative to personal service, the administrative citation may be mailed to the responsible person by certified mail, postage prepaid, return receipt requested, with a copy of the citation simultaneously sent by first class mail. The date indicated on the certified mail receipt, or, if returned unsigned or unclaimed, the date of the first class mailing shall constitute the date of issuance of the citation.

c. Service by Posting Notice. If service cannot be accomplished by personal service or mailed service, the Enforcement Officer shall post the administrative citation on any real property within the City in which the City has knowledge that the responsible person has a legal interest, and such posting shall be deemed effective service. A photograph of the administrative citation posted on the property shall be taken as proof of service. Service shall be deemed to have been completed on the date of posting.

The failure of a responsible person to receive an administrative citation shall not invalidate any fine, late charge, action or proceeding.

Section 1-7.5

Amount of Fines and Penalties.

a. The amount of fines for violations of the Municipal Code imposed pursuant to this section shall be established by ordinance or resolution of the City Council. Where the violation would otherwise be an infraction, the administrative fine or penalty shall not exceed the maximum fine or penalty amounts for infractions set forth in Section 25132 and subdivision (b) of Section 36900 of the California Government Code.

b. Except with regard to violations that would otherwise be an infraction, fines shall be increased, in a manner established by ordinance or resolution of the City Council, for subsequent repeat violations of the same or similar provisions of the Municipal Code by the same responsible person within a twelve (12) month consecutive period from the date of the first violation.

c. The ordinance or resolution establishing the amount of fines shall specify the amount of any late payment charges imposed for the payment of a fine after its due date.

Section 1-7.6

Payment of Fines.

a. All fines and penalties shall be paid to the City within thirty (30) calendar days from the effective date of the administrative citation. The effective date of an administrative citation shall be the date the citation is issued, unless the Enforcement Officer grants an opportunity for the person cited to correct the violation. Where a correction period has been granted, the effective date of the administrative citation shall be on the final date of the correction period, if the person has not corrected the violation.

b. Where there is more than one responsible person, each responsible person shall be jointly and severally liable for the amount of the fine, plus any penalty that may be owed.

c. Any administrative citation fine or penalty paid pursuant to subsection (a) above shall be refunded if it is determined, after hearing, that the person charged was not the person responsible for the violation or there was no violation as charged in the administrative citation.

d. Payment of a fine or penalty under this section shall not excuse or discharge any continuation or repeated occurrence of a violation of the Municipal Code that is the subject of an administrative citation.

e. The City may use all available legal means to collect any past due fines, penalties and other costs related to issuing administrative citations and collecting the fines and penalties, including, but not limited to contracting with collection agencies, filing liens and seeking judgments in court.

Section 1-7.7 Appeal of an Administrative Citation.

a. Any recipient of an administrative citation may contest that there was a violation or that he or she is a responsible person, not later than fifteen (15) calendar days from the date of service of the administrative citation. The request shall be submitted in writing on a Request for Hearing form available from the issuing agency or as directed on the citation and shall include a detailed written explanation as to why the administrative citation is being contested. The request shall be accompanied by a deposit in the full amount of the fine or a request for an Advance Deposit Hardship Waiver. An appeal hearing will not be scheduled unless the full amount of the fine is deposited, or the City finds the responsible person unable to do so and waives the deposit requirement.

b. The recipient of an administrative citation shall deposit the amount of the fine and/or penalty specified on the administrative citation as directed on the citation at the time he or she submits the Request for Hearing form, or he or she shall submit notice that a request for an Advance Deposit Hardship Waiver has been filed pursuant to Section 1-7.8. Fines that are deposited with the City while a citation is contested shall not accrue interest.

c. The recipient of an administrative citation requesting the hearing shall be notified of the date, time and location of the hearing at least ten (10) calendar days prior to the date of the hearing. The hearing shall be set for a date that is not less than fifteen (15) calendar days and not more than sixty (60) calendar days from the date that a completed request for administrative hearing is filed in accordance with the provisions of this section. The notice may be served personally on the cited person or by U.S. mail with first class postage prepaid. Mailed notice shall be addressed to the cited party at the address provided by the cited party, or if there is no such address then in care of the property address of the cited party. Service of notice is complete upon personal service on the cited party or upon depositing the notice of hearing in the U.S. mail. Failure of any person to receive the mailed notice shall not affect the validity of any proceeding or order regarding administrative citations.

d. Failure to timely request a hearing shall render the administrative citation final and shall constitute a failure to exhaust administrative remedies.

Section 1-7.8 **Advance Deposit Hardship Waiver.**

a. If the recipient of an administrative citation intends to request an administrative hearing and is financially unable to make the advance deposit of the fine as required herein, a request for an Advance Deposit Hardship Waiver may be filed. Advance Deposit Hardship Waiver forms are available from the issuing agency, the City Attorney's Office or as directed on the citation. The completed Advance Deposit Hardship Waiver form must be filed simultaneously with the Request for Hearing form.

b. The City Attorney or his/her designee may waive the requirement of an advance deposit and issue the Advance Deposit Hardship Waiver only if the applicant submits the required Advance Deposit Hardship Waiver form, together with supporting documents, demonstrating to the satisfaction of the City Attorney or his/her designee that the recipient of the administrative citation is financially unable to deposit with the City the full amount of the fine in advance of the hearing. Documentation of financial hardship may include, but is not limited to proof of receipt of specified public benefit programs, current payroll stubs, recent W-2 and/or similar documents acceptable to the City Attorney or his/her designee, demonstrating that the cited party is unable to deposit the fine. Written notice of the determination shall be served by first class mail or by personal service upon the cited party. Service shall be deemed complete at the time the notice is personally serviced or deposited into the mail and addressed to the person at the address indicated on the Administrative Hearing Request form. If applicable, the notice shall include a brief description of the reasons for the City's determination to not issue the Advance Deposit Hardship Waiver. The written determination of the City shall be final.

c. If the City determines not to issue an Advance Deposit Hardship Waiver, the recipient of the administrative citation shall remit the full amount of the fine within ten (10) days of service of the written decision to deny the advance deposit hardship waiver.

1-7.9 **Administrative Hearing Officer.** The City Manager shall designate the Hearing Officer or the contracted company for the administrative hearings. The Hearing Officer shall not be a City employee and his or her compensation shall not be conditioned upon whether or not administrative citations are upheld.

1-7.10 **Administrative Citation Hearing Procedure.** Administrative hearings are informal, and formal rules of evidence and discovery do not apply. Evidence shall be relevant to the issues to be decided. The Hearing Officer shall use preponderance of the evidence as the standard of proof in deciding the issues.

a. At the hearing, all persons contesting the validity of an administrative citation shall be given the opportunity to testify and present evidence concerning the administrative citation. The party requesting the hearing may bring an interpreter to the hearing at his or her sole expense. The Hearing Officer may question any person who presents evidence or who testifies at any appeal hearing. The cited party, or that person's representative, may attend the hearing in person, or in lieu of attending may submit an Appearance by Written Declaration on a form provided by the City for that purpose.

b. The administrative citation and any additional report submitted by the Enforcement Officer shall constitute prima facie evidence of the violation. The Enforcement Officer who issued the citation may participate in the hearing. If the Enforcement Officer submits an additional written report concerning the administrative citation to the Hearing Officer, then a copy of this report shall be served on the person requesting the hearing by certified mail, return receipt requested at least five (5) calendar days prior to the date of the hearing. Service shall be deemed complete at the time the report is deposited into the mail and addressed to the person at the address indicated on the administrative hearing request form.

c. Failure of the party contesting the administrative citation to appear at the hearing shall constitute forfeiture of the fine and a failure to exhaust his or her administrative remedies and shall result in forfeiture of the deposit. The Hearing Officer shall dismiss the challenge to the administrative citation and shall issue a written notice to that effect. The advance deposit shall then become the property of the City.

d. If a hearing is scheduled after approval of an Advance Deposit Hardship Waiver and then dismissed at the request of the cited party, the cited party shall pay the fine to the City within seven (7) days after written notice to do so. If the cited party obtained an Advance Deposit Hardship Waiver and neither attended the hearing nor submitted an Appearance by Written Declaration, the cited party shall pay the fine within seven (7) days after written notice to do so.

e. The Hearing Officer may continue the hearing from time to time and provide the person with additional time in which to remedy the violation. In addition, the Hearing Officer may request additional information or evidence from the Enforcement Officer or the recipient of the administrative citation prior to issuing a written decision.

f. At the conclusion of the hearing or within thirty (30) calendar days thereafter, the Hearing Officer shall render a decision as follows:

1. After consideration of all of the evidence, the Hearing Officer shall issue a written decision to uphold or cancel the administrative citation and shall state the reason for the decision and notice of the right to appeal the decision.

2. The cited party/appellant and the Enforcement Officer shall each be served by first class mail, postage prepaid, with a copy of the Hearing Officer's written decision. The cited party/appellant shall also be served by certified mail, return receipt requested. Service shall be deemed made as of the date on the receipt or, it returned unsigned or unclaimed, as of the date of mailing of the Hearing Officer's written decision.

3. If the administrative citation is upheld, the deposit with the City shall be retained by the City. If the administrative citation is not upheld, the City shall, within thirty (30) calendar days, refund the amount of the deposited fine. If the administrative citation is upheld and the fine has not been deposited pursuant to an Advance Deposit Hardship Waiver, the Hearing Officer shall set forth in the decision a payment schedule for the fine and/or penalty. If the administrative citation is upheld and the violation has not been fully corrected as of the date of the hearing, the Hearing Officer's decision shall contain an order to correct the violation and a deadline for compliance.

4. The decision of the Hearing Officer shall be the City's final.

administrative decision.

Ordinance No. _____

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Section 1-7.11 **Judicial Review of Administrative Order.** A cited person who objects to the Hearing Officer's administrative decision and/or order may obtain review of the administrative citation by filing an appeal with the Superior Court of Los Angeles County in accord with Section 53069.4 of the California Government Code. Such appeal must be filed within twenty (20) days after mailing or personal service of the Administrative Order to the cited party. The cited party shall within ten (10) days of filing a notice of appeal with the Superior Court serve upon the City Clerk, either in person or by first class mail, a copy of the notice of appeal.

Section 1-7.12 **Failure to Comply with the Administrative Order.** Failure to comply with an Administrative Order directing the abatement of a continuing violation shall constitute a public nuisance and a misdemeanor crime. In that event, or if the City prevails in an appeal of such administrative order to the Superior Court and the responsible person does not comply with the administrative order, the City may file a criminal misdemeanor action against the responsible person. Filing the criminal misdemeanor action does not preclude the City from using any other legal remedy available to gain compliance with the administrative order.

Section 1-7.13 **Only Abatement Discharges the Violation.** Payment of the fine and/or penalty under this section shall not excuse or discharge any continuation or repeated occurrence of the code violation that is the subject of the administrative citation. Only abatement of the cited condition discharges the violation.

Section 1-7.14 **Recovery of Abatement Costs.** The Administrative Citation process described in this section does not preclude the City from recovering any code violation abatement costs incurred by the City in performing its code enforcement efforts pursuant to this Code.

Section 2. That the City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences 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, Building & Safety, Planning and Economic Development, Fire, Code Enforcement Division, City Controller, City Treasurer, the Los Angeles County Sheriff's Department (Compton Station) and with the City's contractor (Turbo Data Systems, Inc.).

Section 4. That this Ordinance shall take effect thirty (30) days after its adoption.

Section 5. 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 certify 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 ____ 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

October 8, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON IMPOSING A TEMPORARY MORATORIUM ON FIREWORKS STAND LAND USES AND DECLARING THE URGENCY THEREOF

SUMMARY

The City Council will consider adopting an interim ordinance imposing temporary moratorium on fireworks stand land uses.

BACKGROUND

Health and Safety Code Sections 12541 and 12640 authorize municipalities to prohibit or regulate the sale of fireworks in their jurisdiction.

Compton Municipal Code Section 30-12.2 designates fireworks stands as a principal permitted land use in the Limited Commercial (C-L) Zone. In 2006, the City of Compton passed Ordinance No. 2,138, approving a lottery system to select charitable organizations, associations, or corporations to obtain a permit to sell safe and sane fireworks. Compton Municipal Code Section 22-2 establishes a process for up to 15 charitable organizations, associations, and corporations to obtain a permit from the City Council for authorization to sell safe and sane fireworks.

On March 1, 2020 the application period begins for the City's next random drawing for eligibility to file for a permit to sell safe and sane fireworks. The City Council intends to study within a reasonable time the adequacy of the City's existing zoning regulations for fireworks stand land uses.

STATEMENT OF ISSUE

The purpose of a temporary moratorium would be to afford Council and Staff a reasonable time to review the adequacy of the existing zoning regulations for fireworks stand land uses.

State law (Government Code Section 65858) specifies how a moratorium can be established and how long it can last. A moratorium is established by the adoption of an interim ordinance. Unlike "regular" ordinances, which need three votes, an interim ordinance requires a four-fifths vote to be adopted. Additionally, an interim ordinance

requires legislative findings that (i) there is a current and immediate threat to the public health, safety or welfare; and (ii) the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use that is required in order to comply with the zoning ordinance would result in that threat to public health, safety, or welfare.

An interim ordinance expires 45 days after adoption unless it is extended before that time. After notice and a public hearing, an interim ordinance can be extended for 10 months and 15 days, and then for one year. Each extension requires a four-fifths vote and only two extensions are allowed. Ten days before an interim ordinance expires or is extended, a written report must be issued to describe the measures taken to alleviate the condition that led to the ordinance's adoption. After an interim ordinance expires, a new interim ordinance cannot be adopted for the same property unless it is necessary to address a different set of circumstances than the ones that led to the prior ordinance's adoption.

The attached interim ordinance would prohibit construction and operation of new fireworks stand land uses throughout the City during a temporary moratorium period. If adopted at this meeting, the ordinance would expire on November 8, 2019 unless previously extended by the City Council at a regularly noticed public hearing pursuant to Government Code Section 65858.

RECOMMENDATION

Staff recommends that the City Council adopt the attached interim ordinance to impose a temporary moratorium on fireworks stand land uses.

DAMON M. BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

ORDINANCE NO. _____

**AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COMPTON IMPOSING A TEMPORARY MORATORIUM ON
FIREWORKS STAND LAND USES AND DECLARING THE URGENCY
THEREOF**

WHEREAS, Government Code Section 65858 authorizes cities to adopt as an urgency measure an interim ordinance prohibiting any land uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, Health and Safety Code Sections 12541 and 12640 authorize municipalities to prohibit or regulate the sale of fireworks in their jurisdiction; and

WHEREAS, Compton Municipal Code Section 30-12.2 designates fireworks stands as a principal permitted land use in the Limited Commercial (C-L) Zone; and

WHEREAS, Compton Municipal Code Section 22-2 establishes a process for up to 15 charitable organizations, associations, and corporations to obtain a permit from the City Council for authorization to sell safe and sane fireworks; and

WHEREAS, on March 1, 2020 the application period begins for the City's next random drawing for eligibility to file for a permit to sell safe and sane fireworks; and

WHEREAS, the City Council intends to study within a reasonable time the adequacy of the City's existing zoning regulations for fireworks stand land uses.

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

SECTION 1. That construction and operation of new fireworks stand land uses is hereby prohibited during a temporary moratorium period imposed by this Ordinance.

SECTION 2. That, notwithstanding any other ordinance or provision of the Compton Municipal Code, no application for a building permit, conditional use permit or any other entitlement for the construction or operation of a new fireworks stand land use in the City shall be approved during the term of the temporary moratorium imposed by this Ordinance.

SECTION 3. That this Ordinance, and the temporary moratorium imposed hereby, shall be effective for 45 days and shall expire on November 8, 2019, unless previously extended by the City Council at a regularly noticed public hearing pursuant to Government Code Section 65858.

SECTION 4. That violation of any provision of this Ordinance shall constitute a misdemeanor and shall be punishable by a fine not to exceed \$1,000 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each and every day such a violation exists shall constitute a separate and distinct violation of this Ordinance. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

SECTION 5. That the City Council finds that there is a current and immediate threat to the public health, safety, and welfare presented by the imminent commencement of the application period for the random drawing for eligibility to file for a permit to sell safe and sane fireworks. The City Council further finds that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for a fireworks stand land use that is required to comply with the zoning ordinance would result in that threat to the public health, safety, and welfare.

SECTION 6. That the City Council finds that it can be seen with certainty there is no possibility the adoption of this Ordinance may have a significant effect on the environment. Adoption of this Ordinance is therefore exempt from California Environmental Quality Act review pursuant to California Code of Regulations Title 14, Section 15061(b)(3).

SECTION 7. That if any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8. That this Ordinance is adopted as an urgency measure and, in accordance with Government Code Section 65858, this Ordinance shall take effect immediately upon adoption.

SECTION 9. 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
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 to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2019.

The Ordinance was adopted by the following vote, to wit:

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

CITY CLERK OF THE CITY OF COMPTON

October 8, 2019

TO: MAYOR AND CITY COUNCIL

FROM: DIRECTOR OF PUBLIC WORKS

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH LIBERTY UTILITIES FOR THE STREET REHABILITATION PORTION OF THE WATERLINE PROJECT ON 137TH STREET AND PAULSEN AVENUE IN THE CITY OF COMPTON FOR AN ESTIMATED TOTAL AMOUNT OF \$108,443.53

SUMMARY

This resolution amends the Public Works Department 2019-2020 Fiscal Year budget to transfer funds between accounts and authorizes the City Manager to enter into a funding agreement with Liberty Utilities for the street rehabilitation portion of the waterline project on 137th Street and Paulsen Avenue in the City of Compton for an estimated total amount of \$108,443.53.

BACKGROUND

On January 31, 2019, Liberty Utilities solicited Request for Bids from qualified contractors to provide Street Restoration on 137th Street and Paulsen Avenue in the City of Compton. There were no bids received.

Liberty Utilities is a regulated water, wastewater, natural gas, electric utility company providing local utility management, service, and support to more than 750,000 customers in small and mid-sized communities across the United States.

On February 12, 2019, the Public Works Department issued an encroachment permit to Liberty Utilities to do a waterline project consisting of the installation of 2,785 feet of 12", 8", 6" & 4" ductile iron pipelines, 16-valves, 6-6" fire hydrants, 67 water services, and 8" interconnection (vault and meter) on 137th Street, from Grandee Avenue to Paulsen Avenue and on Paulsen Avenue, from Stockwell Avenue to 137th Street.

On April 15, 2019, the Public Works Department issued a second permit to Liberty Utilities to do a waterline project consisting of the installation of 1,015 feet of 12", 8" and 4" ductile iron pipeline, 9 valves, 4-6" fire hydrants and 1 fire hydrant removal on Paulsen Avenue.

As part of the encroachment permits special conditions, the City of Compton Public Works Department is requiring Liberty Utilities to reconstruct a portion of the street and the City of

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Liberty Utilities- Waterline Project
October 8, 2019
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Compton would share in the cost of constructing the City's portion that is in very poor condition. This pavement work would remove or rehabilitate approximately 100,000 square feet of pavement at a cost to the City of less than \$1.00/square feet or a total cost of \$108,443.53 (including a 10% contingency).

On July 2, 2019, Liberty Utilities sent out a Request for Bids to the following four (4) contractors:

GM Sager Construction
Excel Paving
EBS
Pave Company

On July 19, 2019, Liberty Utilities received one bid from GM Sager Construction in the amount of \$231,884.10 to provide street restoration on 137th Street and Paulsen Avenue in the City of Compton. On July 26, 2019, Liberty Utilities sent out the award letter to GM Sager Construction to provide the street construction portion of the project.

The pavement portion of the project will consist of the cold milling of 2"-3" of asphalt concrete and construct 2" of asphalt concrete (on 137th Street, from Grandee Avenue to Wilmington), grind & cap with rubberized asphalt (20' width), cold milling 2"-3" of asphalt concrete and construct 2" of asphalt concrete, slurry seal (Paulsen – Stockwell to 137th Street, and cold milling of 2"-3" asphalt concrete and construct 2" of asphalt concrete (Paulsen from 137th Street to 139th Street. The project will begin in October 2019 and is expected to be completed within 5 weeks.

STATEMENT OF ISSUE

Sharing the costs of this project will facilitate pavement rehabilitation work, minimize public inconvenience and save City staff resources and funds that would need to be expended if the City of Compton was to procure the rehabilitation of 137th Street and Paulsen Avenue on its own.

Therefore, in order for the City Manager to enter into a funding agreement with Liberty Utilities for the street rehabilitation portion of the waterline project on 137th Street and Paulsen Avenue in the City of Compton for a total contract amount of \$108,443.53, City Council's authorization is necessary.

FISCAL IMPACT

The final cost estimate for the entire project is estimated at \$231,884.10 and the City of Compton's share is estimated to be \$108,443.53 as follows:

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 Liberty Utilities- Waterline Project
 October 8, 2019
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Item Description	Liberty	Compton	Sativa
Cold Mill 2"-3" AC/construct	\$43,930.95	\$ 43,930.95	0
Grind & CAP	\$18,180.00	0	0
Cold Mill 2"-3" AC/construct 2"	\$21,975.15	\$ 21,975.15	0
Slurry Seal	\$38,320.00	0	0
Cold Mill 2"-3" AC/construct 2"	0	\$ 32,678.93	\$21,785.95
Subtotal	\$122,406.10	\$ 98,585.03	\$21,785.95
10% Contingency		\$ 9,858.50	
Budget Total	\$122,406.10	\$108,443.53	\$21,785.95

The Public Works 2019-2020 Fiscal Year budget will be amended to transfer funds between accounts as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1520-720-OMR-4233	Maint/Repair Materials	\$75,966.00
2300-720-000- 4233	Maint/Repair Materials	\$ 2,298.28

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1520-720-OMR-4266	Contract Services	\$75,966.00
2300-720-000- 4269	Other Contract Services	\$ 2,298.28

Funds in the amount of \$108,443.53 are available in the Public Works Fiscal Year 2019-2020 fiscal year budget in Account Nos. 1520-710-OMR-4266 (\$30,179.25), 2300-720-000-4269 (\$2,298.28) and 1520-720-OMR-4266 (\$75,966).

ALTERNATIVE

The City desires to rehabilitate the entire street on 137th Street and Paulsen in the City of Compton. Therefore, no other alternative is being proposed.

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RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH LIBERTY UTILITIES FOR THE STREET REHABILITATION PORTION OF THE WATERLINE PROJECT ON 137TH STREET AND PAULSEN AVENUE IN THE CITY OF COMPTON FOR AN ESTIMATED TOTAL AMOUNT OF \$108,443.53

WHEREAS, on January 31, 2019, Liberty Utilities solicited Request for Bids from qualified contractors to provide street restoration on 137th Street and Paulsen Avenue in the City of Compton and there were no bids received; and

WHEREAS, on February 12, 2019, the Public Works Department issued an encroachment permit to Liberty Utilities to do a waterline project consisting of the installation of 2,785 feet of 12", 8", 6" & 4" ductile iron pipelines, 16-valves, 6-6" fire hydrants, 67 water services, and 8" interconnection (vault and meter) on 137th Street, from Grandee Avenue to Paulsen Avenue and on Paulsen Avenue, from Stockwell Street to 137th Street; and

WHEREAS, on April 15, 2019, the Public Works Department issued a second permit to Liberty Utilities to do a waterline project consisting of the installation of 1,015 feet of 12", 8" and 4" ductile iron pipeline, 9 valves, 4-6" fire hydrants and 1 fire hydrant removal on Paulsen Avenue; and

WHEREAS, as part of the encroachment permits special conditions, the City of Compton Public Works Department is requiring Liberty Utilities to reconstruct a portion of the street and the City of Compton would share in the cost of construction the City's portion that is in very poor condition; and

WHEREAS, this pavement work would remove or rehabilitate approximately 100,000 square feet of pavement at a cost to the City of less than \$1.00/square feet or a total cost of \$108,443.53 (including a 10% contingency); and

WHEREAS, on July 2, 2019, Liberty Utilities sent out a Request for Bids to the following four (4) contractors:

GM Sager Construction
Excel Paving
EBS
Pave Company

WHEREAS, on July 19, 2019, Liberty Utilities received one bid from GM Sager Construction in the amount of \$231,884.10 and on July 26, 2019, Liberty Utilities sent out the award letter to GM Sager Construction to provide the street construction portion of the project; and

WHEREAS, the pavement portion of the project will consist of the cold milling of 2"-3" of asphalt concrete and construct 2" of asphalt concrete (on 137th Street, from Grandee Avenue to Wilmington Avenue), grind & cap with rubberized asphalt (20' width), cold milling 2"-3" of asphalt concrete and construct 2" of asphalt concrete, slurry seal (Paulsen Avenue – Stockwell Street to 137th Street, and cold milling of 2"-3" asphalt concrete and construct 2" of asphalt concrete (Paulsen Avenue from 137th Street to 139th Street and the project will begin in October 2019 and is expected to be completed within 5 weeks; and

WHEREAS, sharing the costs of this project will facilitate pavement rehabilitation work, minimize public inconvenience and save City staff resources and funds that would need to be expended if the City of Compton was to procure the rehabilitation of 137th Street and Paulsen Avenue on its own; and

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WHEREAS, the final cost estimate for the entire project is estimated at \$231,884.10 and the City of Compton’s share is estimated to be \$108,443.53 as follows:

Item Description	Liberty	Compton	Sativa
Cold Mill 2”-3” AC/construct	\$43,930.95	\$ 43,930.95	0
Grind & CAP	\$18,180.00	0	0
Cold Mill 2”-3” AC/construct 2”	\$21,975.15	\$ 21,975.15	0
Slurry Seal	\$38,320.00	0	0
Cold Mill 2”-3” AC/construct 2”	0	\$ 32,678.93	\$21,785.95
Subtotal	\$122,406.10	\$ 98,585.03	\$21,785.95
10% Contingency		\$ 9,858.50	
Budget Total	\$122,406.10	\$108,443.53	\$21,785.95;

and

WHEREAS, the Public Works 2019-2020 Fiscal Year budget will be amended to transfer funds between accounts as follows:

From:

Account No.	Description	Amount
1520-720-OMR-4233	Maint/Repair Materials	\$75,966.00
2300-720-000- 4233	Maint/Repair Materials	\$ 2,298.28

To:

Account No.	Description	Amount
1520-720-OMR-4266	Contract Services	\$75,966.00
2300-720-000- 4269	Other Contract Services	\$ 2,298.28; and

WHEREAS, funds in the amount of \$108,443.53 will be available in the Public Works Fiscal Year 2019-2020 fiscal year budget in Account Nos. 1520-710-OMR-4266 (\$30,179.25), 2300-720-000-4269 (\$2,298.28), and 1520-720-OMR-4266 (\$75,966); and

WHEREAS, in order for the City Manager to enter into a funding agreement with Liberty Utilities for the street rehabilitation portion of the waterline project on 137th Street and Paulsen Avenue in the City of Compton for a total contract amount of \$108,443.53, City Council’s authorization is necessary

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a funding agreement with Liberty Utilities, including any necessary amendments there to, for the construction of the street rehabilitation portion of the waterline project on 137th Street and Paulsen Avenue in the City of Compton.

SECTION 2. That the Public Works 2019-2020 Fiscal Year budget will be amended to transfer funds between accounts as follows:

From:

Account No.	Description	Amount
1520-720-OMR-4233	Maint/Repair Materials	\$75,966.00
2300-720-000- 4233	Maint/Repair Materials	\$ 2,298.28

RESOLUTION NO. _____
PAGE THREE

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1520-720-OMR-4266	Contract Services	\$75,966.00
2300-720-000- 4269	Other Contract Services	\$ 2,298.28

SECTION 3. That funds in the amount of \$108,443.53 will be available in the Public Works Fiscal Year 2019-2020 fiscal year budget in Account Nos. 1520-710-OMR-4266 (\$30,179.25), 2300-720-000-4269 (\$2,298.28), and 1520-720-OMR-4266 (\$75,966).

SECTION 4. That a purchase order in the amount of \$98,585.03 and a contingency amount of \$9,858.03 is hereby authorized to be issued.

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

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**FUNDING AGREEMENT FOR 137th STREET AND PAULSEN AVENUE
IMPROVEMENTS
BETWEEN LIBERTY UTILITIES AND THE CITY OF COMPTON**

THIS FUNDING AGREEMENT ("Agreement") is made as of the ____ day of **September 2019**, by and between Liberty Utilities, a corporation, having its principal office at 9750 Washburn Road, Downey, CA 90241 ("LIBERTY UTILITIES") and the City of Compton, a municipal corporation, having its principal office at 205 South Willowbrook Avenue, Compton, CA 90220 ("COMPTON").

WITNESSETH:

WHEREAS, 137th Street, between Grandee Avenue and Wilmington Avenue in the CITY OF COMPTON and Paulsen Avenue between Stockwell and 137th Street and Paulsen Avenue between 137th Street to 139th Street in the CITY OF COMPTON is in need of rehabilitation. It is mutually agreed that this street sections are in need of grid and overly and slurry seal to address traffic concerns; and

WHEREAS, LIBERTY UTILITIES is willing to include that portion of 137th Street, between Grandee Avenue and Wilmington Avenue in the CITY OF COMPTON and Paulsen Avenue between Stockwell and 137th Street and Paulsen Avenue between 137th Street to 139th Street in the CITY OF COMPTON as part of the street portions of its Waterline Project ("PROJECT").

WHEREAS, LIBERTY UTILITIES is requesting that COMPTON join LIBERTY in improving 137TH Street and Paulsen Avenue; and

WHEREAS, COMPTON is willing to join LIBERTY UTILITIES by sharing the costs of the street rehabilitation portion of the project.

WHEREAS, LIBERTY UTILITIES will be solely responsible for the bidding process, award, inspection and administration of the construction of the project.

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

A. The fair share of construction cost will be \$98,585.03 for COMPTON and \$122,406.10 for LIBERTY UTILITIES. Prior to commencing work, LIBERTY UTILITIES shall provide to COMPTON a detailed good faith estimate of COMPTON's Project Costs and obtain COMPTON's approval of the same from its Director of Public Works prior to proceeding forward with the COMPTON portion. Upon submission of all required applications and payment of all applicable fees, COMPTON agrees to issue to Contractor all necessary permits required to perform and complete COMPTON's portion of the Project based on any applicable construction plans approved by COMPTON.

B. COMPTON agrees to pay COMPTON's portion of the grind and overlay and slurry seal work within sixty (60) days of the receipt by LIBERTY UTILITIES of the invoiced amounts, which LIBERTY UTILITIES shall reasonably approve in a timely manner.

C. LIBERTY UTILITIES and COMPTON agree that COMPTON would be responsible for the maintenance of the improvements constructed upon completion and acceptance of the Project. LIBERTY UTILITIES shall not accept the Project as complete without consulting with and obtaining the consent of COMPTON.

D. LIBERTY UTILITIES shall use its best efforts to complete the Project within the engineer's estimates set forth in or otherwise implied by the P.W. Contract ("Engineer's Estimates"). COMPTON acknowledges that the Project Costs may exceed the engineer's estimates approved by COMPTON during the term of the P.W. Contract.

E. LIBERTY UTILITIES shall require the Contractor to indemnify and defend COMPTON in the same manner that LIBERTY UTILITIES is indemnified by Contractor under the P.W. Contract. LIBERTY UTILITIES shall require Contractor to name both LIBERTY UTILITIES and COMPTON as additional insureds on all insurance policies, including endorsements which Contractor obtains related to the Project ("Insurance Policies"). Any Insurance Policies shall be regarded as primary insurance underlying any other insurance available to COMPTON.

F. Except as expressly set forth herein, LIBERTY UTILITIES has not made and disclaims any representation or warranty, whether express or implied, and whether by common law, statute, or otherwise, regarding Contractor's fitness to undertake the California Project.

G. The representatives of the respective parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

The principal representative of the City of Compton shall be:

Wendell Johnson
Director of Public Works
205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5500

The principal representative of the Liberty Utilities shall be:

Chris Alario
California President

9750 Washburn Road
Downey, CA 90241
(562) 299-5122

H. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties

I. This Agreement is covered by the laws of the State of California. Any action relating to this Agreement, whether in law or in equity, must be filed in the Los Angeles Superior Court, Southeast Judicial District.

J. To the extent that LIBERTY UTILITIES has the right under the P.W. Contract or otherwise at law to terminate the P.W. Contract and/or replace the Contractor, LIBERTY UTILITIES reserves the right to do so at any time and for any reason, but shall consult with COMPTON before finalizing a decision to terminate the P.W. Contract or replace the Contractor.

K. To the extent that LIBERTY UTILITIES has the right under the P.W. Contract or otherwise at law to temporarily suspend or permanently abandon the Project, LIBERTY UTILITIES shall consult with COMPTON before finalizing any decision to suspend or abandon the project.

L. The terms, conditions, and provisions hereof shall extend to and be binding upon the parties hereto, their successors and assigns. LIBERTY UTILITIES may not transfer or assign this Agreement without COMPTON's prior written consent, which consent shall not be unreasonably withheld.

IN WITNESS THEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

CITY OF COMPTON:

LIBERTY UTILITIES:

Craig J. Cornwell, City Manager

Chris Alario, California President

ATTEST:

Alita Godwin, City Clerk

Dated: _____

APPROVED AS TO FORM:

Damon M. Brown, City Attorney

Dated: _____

**SCHEDULE OF WORK ITEMS
BID SCHEDULE**

**STREET RESTORATION – 137TH STREET AND PAULSEN AVENUE
CITY OF COMPTON
JOB NO. 11183010 & 1119AC01**

ITEM NO.	APPROX QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	40,866 SQ FT	137 th Street from Grandee to Wilmington: Cold mill AC pavement 2-3 inch deep and construct 2 inch AC pavement	\$ 2.15	\$ 87,861.90
2.	3,636 SQ FT	Wilmington Intersection: Match existing rubberized asphalt, pave 10 feet width each direction from center of trench	\$ 5.00	\$ 18,180.00
3.	20,442 SQ FT	137 th Street from Wilmington to Paulsen: Cold mill AC pavement 2-3 inch deep and construct 2 inch AC pavement	\$ 2.15	\$ 43,950.30
4.	23,950 SQ FT	Anzac, Grape, & Paulsen from Stockwell to 137 th : Provide 2 inch AC pavement on existing trench width and Slurry Seal #2 from edge of gutter to edge of gutter	\$ 1.60	\$ 38,320.00
5.	20,266 SQ FT	Paulsen from 137 th to 139 th : Cold mill AC pavement 2-3 inch deep and construct 2 inch AC pavement	\$ 2.15	\$ 43,571.90
			\$	\$
			\$	\$
Total Bid Amount in Figures				231,884.10

It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.



Liberty Utilities®

July 26, 2019

Mr. Michael Sager
GM Sager Construction Co., Inc.
1380 S. East End Avenue
Pomona, California 91766

Re: Notice of Award – Street Restoration – 137th Street and Paulsen Avenue, Job No.
11183010 & 119AC01

Dear Mr. Sager:

Subject to the bid submitted and in accordance with Section 3-1 of the Project Specifications, we accept your company's bid in the amount of \$231,884.10 and choose to award the construction contract for this project to your firm.

Enclosed are two sets of the agreement and bonds to be executed by your firm. Section 3-2 of the Project Specifications states that the signed agreement and bonds (performance and payment), along with the required certificate(s) of insurance per Section 8-1, are to be returned within 15 calendar days from the date of this letter. These documents are to be executed in duplicate and returned to Liberty Utilities (Park Water) Corp. Once received, Liberty Park Water will counter sign the agreement and return one set of the documents to your office for your records.

We do not require Builder's All-Risk, Earthquake, or Tidal Wave insurance for this project. If you have any questions or require further information, please feel free to contact me by phone at 562.299.5122 or by email at janelle.rellosa@libertyutilities.com. We look forward to working with your firm on this project.

Sincerely,

LIBERTY UTILITIES (PARK WATER) CORP.

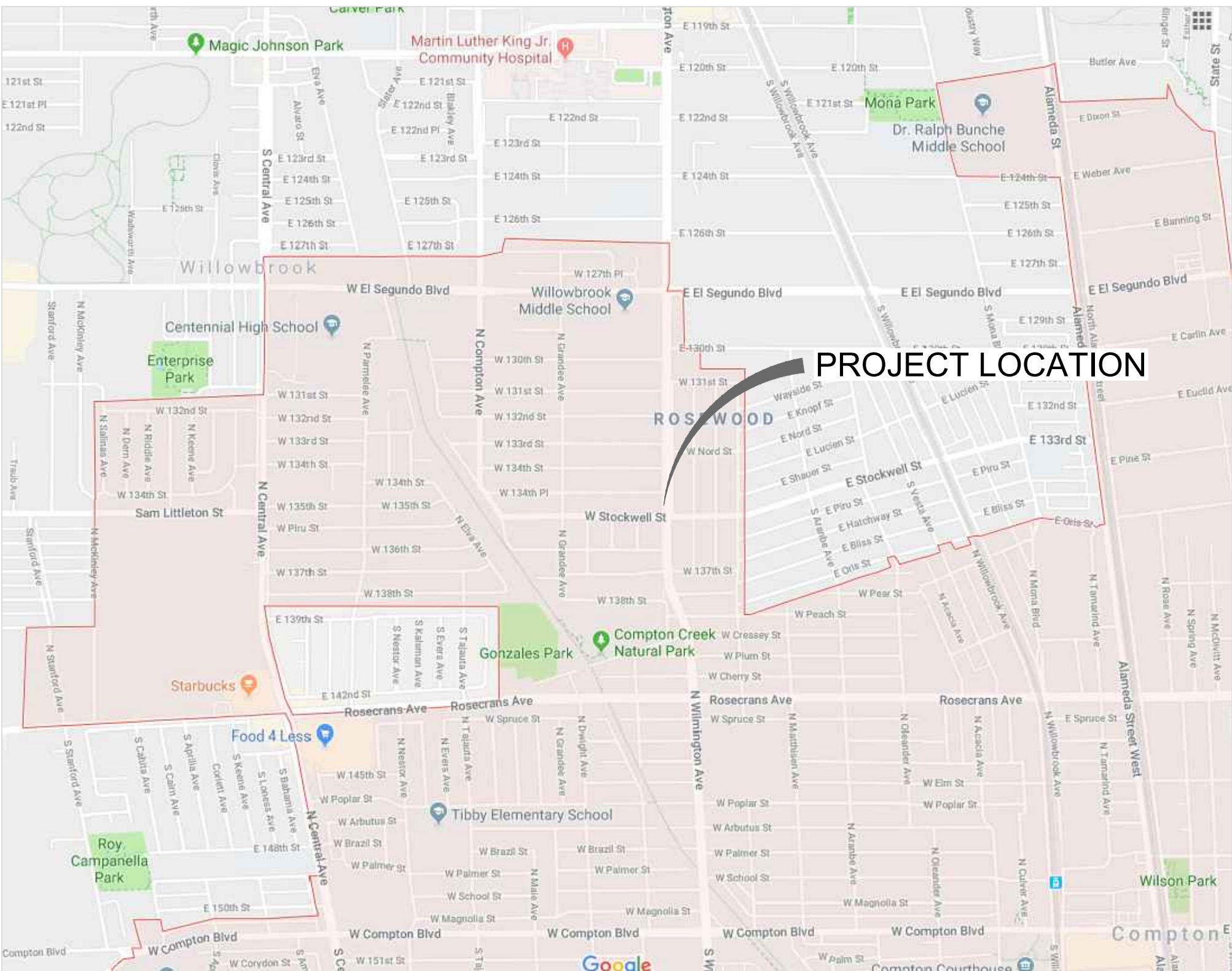
Janelle Rellosa, PE
Senior Engineer

Enclosures

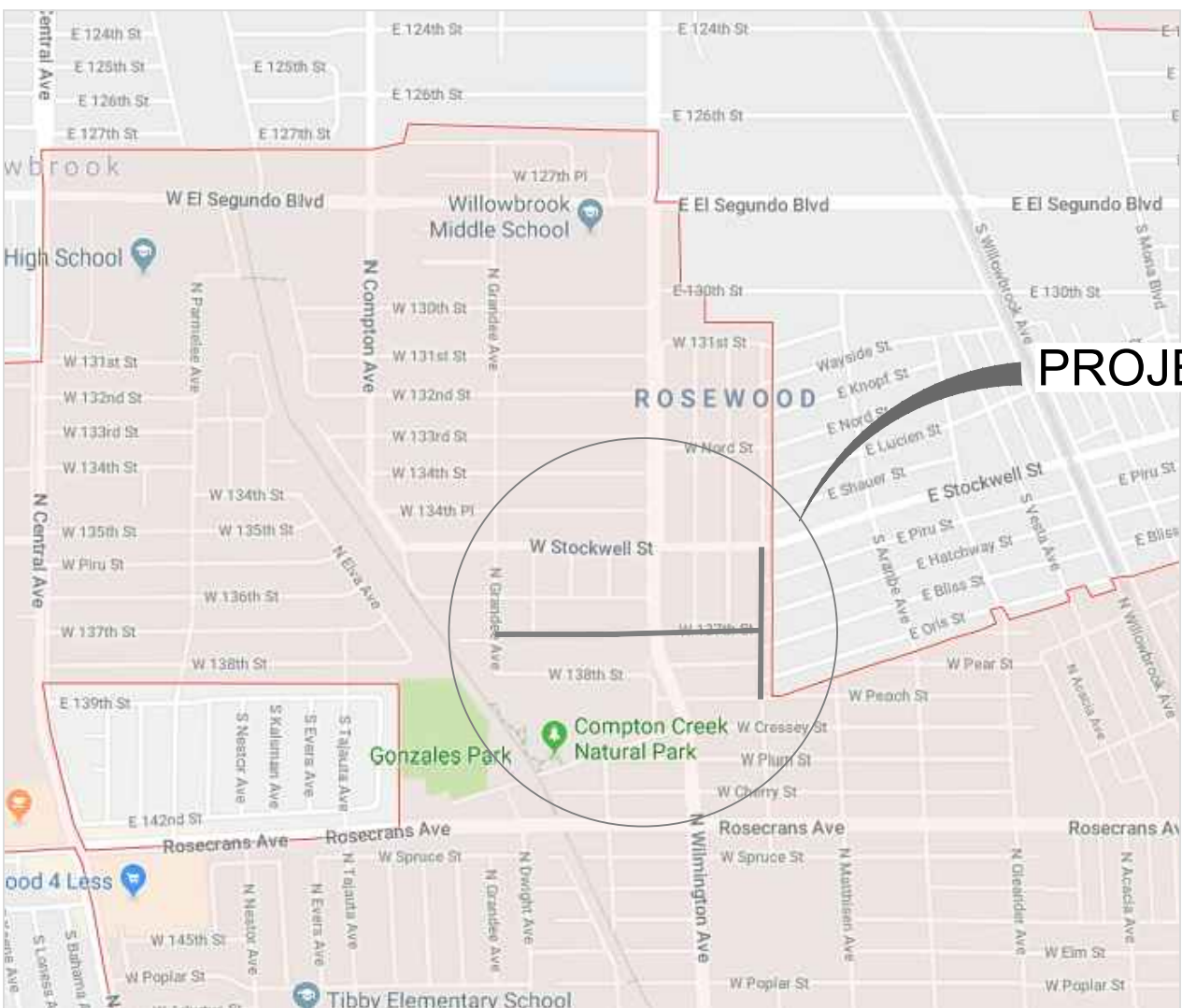
STREET RESTORATION

137TH STREET AND PAULSEN AVENUE

CITY OF COMPTON



VICINITY MAP
NO SCALE



LOCATION MAP
NO SCALE



SHEET INDEX:	
1	T-1 TITLE SHEET
2	W-1 PLAN VIEW - 137TH STREET
3	W-2 PLAN VIEW - PAULSEN AVENUE

UNDERGROUND SERVICE ALERT



REV	DATE	BY	DESCRIPTION

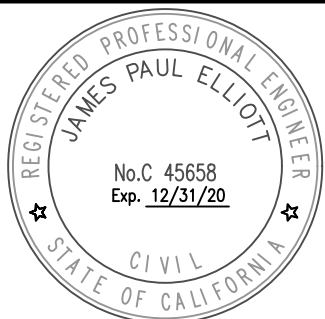
WARNING
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IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED _____
DRAWN JDR
CHECKED _____
SCALE NO SCALE

 Liberty Utilities

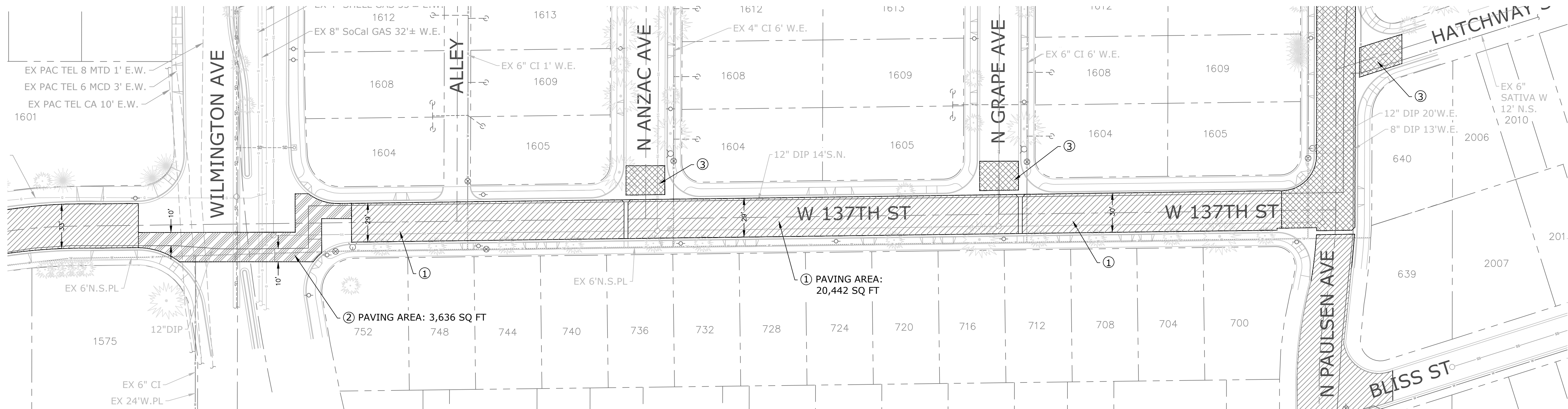
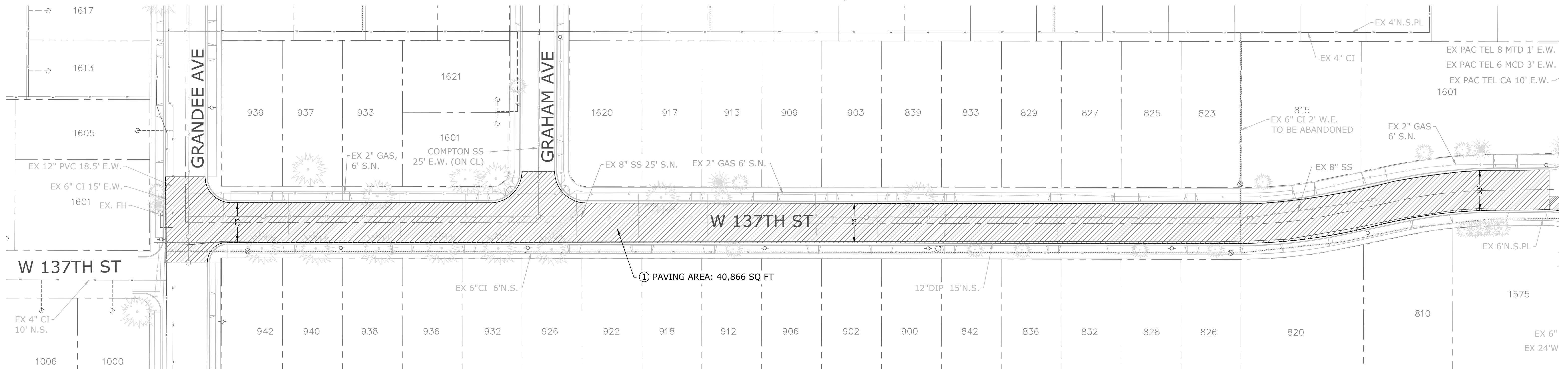
JAMES P. ELLIOTT DATE _____
SENIOR MANAGER, ENGINEERING



LIBERTY UTILITIES (PARK WATER)			
9750 WASHBURN RD, DOWNEY, CA 90241			
APPROVED:	APPROVED:		
SENIOR MANAGER, ENGINEERING	DATE	DIRECTOR, OPERATIONS	DATE

STREET RESTORATION - 137TH STREET AND PAULSEN AVENUE CITY OF COMPTON	
TITLE	

SHEET	
T-1	
SHEET 1 OF 3	PROJECT # 11183010 & 1119R01



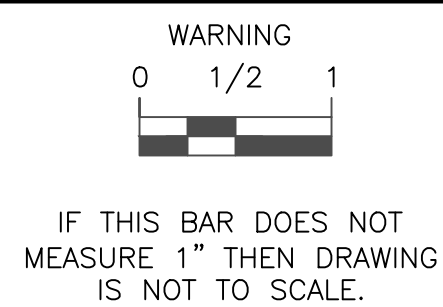
CONSTRUCTION NOTES

- ① COLD MILL EXISTING AC PAVEMENT TO 2-3 INCH DEEP AND CONSTRUCT APPROXIMATE 2-INCH THICK AC PAVEMENT TO ACHIEVE 2% CROSS SLOPE 1% MINIMUM AT INTERSECTION
- ② MATCH EXISTING - RUBBERIZED ASPHALT AT WILMINGTON INTERSECTION, PAVE 10' EACH DIRECTION FROM CENTER OF TRENCH
- ③ PROVIDE 2-INCH AC PAVEMENT ON EXISTING TRENCH WIDTH AND SLURRY SEAL #2 FROM EDGE OF GUTTER TO EDGE OF GUTTER
- ④ PROTECT IN PLACE EXISTING UTILITY MANHOLES AND VALVES, ADJUST VALVE CAN TO GRADE

LEGEND

- | | |
|---|---|
|  | COLD MILL AND CONSTRUCT AC PAVEMENT |
|  | RUBBERIZED ASPHALT TO MATCH EXISTING PAVEMENT |
|  | SLURRY SEAL PAVEMENT |

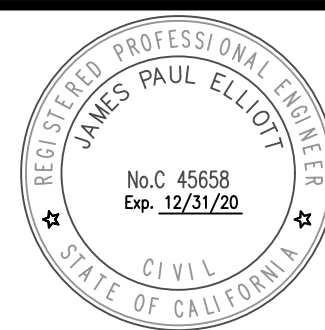
REV	DATE	BY	DESCRIPTION



DESIGNED _____
DRAWN JDR
CHECKED _____
SCALE NO SCALE



JAMES P. ELLIOTT DATE _____
SENIOR MANAGER, ENGINEERING



LIBERTY UTILITIES (PARK WATER)
9750 WASHBURN RD, DOWNEY, CA 90241

APPROVED:		APPROVED:	
SENIOR MANAGER, ENGINEERING	DATE	DIRECTOR, OPERATIONS	DATE

STREET RESTORATION -
137TH STREET AND PAULSEN AVENUE
CITY OF COMPTON

PLAN VIEW

SHEET

 $N-1$

SHEET 2 OF 3
PROJECT #
11183010 & 1119RE01



- ① COLD MILL EXISTING AC PAVEMENT TO 2-3 INCH DEEP AND CONSTRUCT APPROXIMATE 2-INCH THICK AC PAVEMENT TO ACHIEVE 2% CROSS SLOPE 1% MINIMUM AT INTERSECTION
- ② MATCH EXISTING - RUBBERIZED ASPHALT AT WILMINGTON INTERSECTION, PAVE 10' EACH DIRECTION FROM CENTER OF TRENCH
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	COLD MILL AND CONSTRUCT AC PAVEMENT
	RUBBERIZED ASPHALT TO MATCH EXISTING PAVEMENT
	SLURRY SEAL PAVEMENT

WARNING

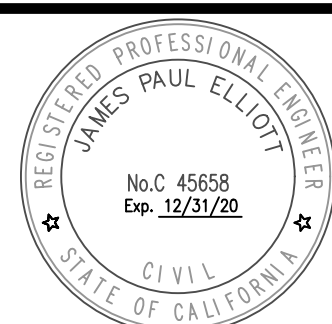
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MEASURE 1" THEN DRAWING
IS NOT TO SCALE.

Liberty Utilities

JAMES P. ELLIOTT DATE _____
 SENIOR MANAGER, ENGINEERING



STREET RESTORATION -
137TH STREET AND PAULSEN AVENUE
CITY OF COMPTON

PLAN VIEW

October 8, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR FIFTY TWO CONSULTING, INC. TO PROVIDE ON-CALL/DEMAND FOR INFORMATION SYSTEMS ENGINEERING AND SYSTEM MAINTENANCE SERVICES (\$85,500)

SUMMARY

Adoption of this resolution will amend the 2019-2020 Fiscal Year budget to transfer Eighty Five Thousand Five Hundred Dollars (\$85,500.00) between accounts and authorize the City Manager to enter into a professional services agreement with and establish a purchase order in the total amount of \$85,500.00 (i.e. \$58,500 for Remote Network Monitoring and Management; \$27,000 for Hourly Service Fees), for provision of On-Call/Demand Services by Fifty Two Consulting, Inc. on behalf of the City's IT Division for a period of approximately nine (9) months (i.e. October 1, 2019 through June 30, 2020).

BACKGROUND

Due to a recent unanticipated personnel change in the City's IT Division, there is an immediate and vital need for the services of an outside firm with experienced and professional information systems and operations engineer(s) to provide constant assistance and maintenance with issues including, but not limited to On-Call/Demand Services and Remote Network Monitoring, and Management Services.

On September 5, 2019, the City solicited proposals from information systems firms and consultants to provide on-call, systems engineering, and system maintenance support. On September 12, 2019 five (5) written proposals were received from the following firms: Apex Technologies Management, Fifty Two Consulting, Inc., ABTECH Technologies, Anderson IT, and Golden Star Technology. The responding firms described how their firm could serve, support, maintain, and improve the entire City information system infrastructure, while providing quality customer service and quick response times to potential system issues. The proposals were rated on their quality of service as it relates to the City's network

**Staff Report – Resolution Authorizing On-Call/On-Demand
IT Systems Agreement with Fifty Two Consulting, Inc.
October 8, 2019, page 2**

and system configuration, and out of the five, Fifty Two Consulting, Inc. (“Fifty Two”) was deemed to be best qualified to support the City’s need. Fifty Two, which has a history of supporting the City’s network and system infrastructure previously, as well as having the best overall quality rating of the five proposals submitted, was thus chosen by staff for recommending that the City enter into a professional services agreement.

STATEMENT OF THE ISSUE

The City’s information systems and system maintenance are vital to the City’s operations as the system is utilized by the entire City staff on a daily basis; thus, the information systems engineering and system maintenance need to be monitored around the clock daily to ensure the City’s systems are fully functioning and operational. Under the direction of the City Manager’s Office, the approved budget provides for funds to engage a qualified systems engineer to work in the interest of the City for information systems improvement, monitoring, and oversight.

FISCAL IMPACT

Funds are to be transferred from salary saving to cover this expenditure in the agreed total amount of \$85,500.00 for On-Call/Demand for Information Systems Engineering and System Maintenance Services, for the period of October 1, 2019 through June 30, 2020. Funds shall be transferred as follows:

<u>From</u>	<u>To</u>	<u>Amount</u>
1001-510-IT0-4101	1001-510-IT0-4269	\$85,500.00
Salary Savings	Other Contract Services	

Below is how the cost breakdown for Fifty Two Consulting, Inc. was calculated:

Service	Amount	Contract Duration	Hours/Month	Total
Remote Network Monitoring & Management Services	\$6,500	9 Months	n/a	\$58,500
Hourly Service Fees	\$125	9 Months	24 hrs./mo.	\$27,000
Grand Total				\$85,500

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS
AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A
PURCHASE ORDER FOR FIFTY TWO CONSULTING, INC. TO PROVIDE ON-
CALL/DEMAND FOR INFORMATION SYSTEMS ENGINEERING AND
SYSTEM MAINTENANCE SERVICES (\$85,500)**

WHEREAS, the City’s information systems and system maintenance are vital to the City’s operations as the system is utilized by the entire City staff on a daily basis; thus, the information systems engineering and system maintenance need to be monitored around the clock daily to ensure the City’s systems are fully functioning and operational; and

WHEREAS, due to a recent unanticipated personnel change in the City’s IT Division, there is an immediate and vital need for the services of an outside firm with experienced and professional information systems and operations engineer(s) to provide constant assistance and maintenance with issues including, but not limited to On-Call/Demand Services and Remote Network Monitoring, and Management Services; and

WHEREAS, on September 5, 2019, the City solicited proposals from information systems firms and consultants to provide on-call/on-demand systems engineering and system maintenance support and on September 12, 2019 received written proposals from the following firms: Apex Technologies Management, Fifty Two Consulting, Inc., ABTECH Technologies, Anderson IT, and Golden Star Technology; and

WHEREAS, after reviewing the proposals, rated on their quality of service as it relates to the City’s network and system configuration, Fifty Two Consulting, Inc. was deemed by staff to be best qualified to support the City’s need; and

WHEREAS, the 2019-2020 Fiscal Year budget will need to be amended to transfer funds to cover the costs of providing the needed services over a nine (9) month contractual term with Fifty Two Consulting, Inc.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to accept the proposal of Fifty-Two Consulting, Inc. and enter into a nine (9) month professional services agreement for the provision of information systems monitoring, oversight, and system maintenance on an on-call/on demand daily basis, effective October 1, 2019 through June 30, 2020.

SECTION 2. That the 2019-2020 Fiscal Year budget shall be amended to transfer funds as follows:

<u>From</u>	<u>To</u>	<u>Amount</u>
1001-510-IT0-4101	1001-510-IT0-4269	\$85,500.00
Salary	Other Contract Services	

SECTION 3. Funds budgeted are for the following services:

Service	Amount	Contract Duration	Hours/Month	Total
Remote Network Monitoring & Management Services	\$6,500	9 Months	n/a	\$58,500
Hourly Service Fees	\$125	9 Months	24 hrs./mo.	\$27,000
Grand Total				\$85,500

SECTION 4. That a purchase order in the amount of \$85,500.00 is hereby authorized to be established for Fifty Two Consulting, Inc.

SECTION 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, and 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
CITY OF COMPTON: ss

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

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

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

CITY CLERK OF THE CITY OF COMPTON

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

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

RECITALS

WHEREAS, City has an immediate need to employ the services of a firm with experienced and professional information systems and operations engineer(s) to provide constant assistance and maintenance with issues including, but not limited to on-call/on-demand services and remote network monitoring, and management services; and

WHEREAS, Consultant (Fifty Two Consulting, Inc.) warrants that it is specifically trained, experienced, competent and has the resources to provide such necessary services which will be required by this Agreement; and

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

WHEREAS, By Resolution No. _____, adopted on the ___ day of _____, 2019, the City Council gave approval to award a contract to the Consultant for performing the needed services; and

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

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

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for providing on-call/on-demand professional and technical expertise and assistance to the City and its IT Division as it relates to the continuing need to monitor and maintain the City's computer systems and to update the systems with various software updates, installs and configure hardware and software, and provide work to remedy intermittent technical problems. Due to the nature of the project, the Consultant shall perform on-call/on-demand for service assignments that include, but are not limited to computer system analysis, design, acquisition, installation, maintenance and troubleshooting in relation to the City's network infrastructure hardware and software, and provide and perform other related services. More specifically, Consultant shall provide the following services and tasks:

Task: Design, Planning and Implementation of All City Computer Network Solutions

Task: Remote Network Equipment and Server Support Services (including Network Switching, Routing, Server Infrastructure, Fault Detection/Correction, Configuration Management, Performance Engineering/Analysis)

**Professional Services Agreement – Fifty Two Consulting, Inc.
Microsoft Exchange Migration Services
City Manager's Office (IT)/Resolution No. _____**

Task: Service Levels:

Service Level Agreement (SLA)			
Priority	Response	Restore	Description
Critical	30 minutes	4 Hours	This is an EMERGENCY condition that significantly restricts the use of a City application, system or network to perform any critical business function. This could mean that several departments are impacted
High	2 Hours	8 Hours	The reported issue may severely restrict use of key devices in the City's network. This could mean that a single department is impacted but the overall network and servers are functioning.
Medium	4 Hours	16 Hours	The reported issue may restrict the use of one or more features of the City's computer systems, but the City business or financial impact is not severe.
Low	24 Hours	48 Hours	The reported anomaly in the system does not substantially restrict the use of one or more features of the product to perform necessary City business functions

Contract Rates for Billing Services

Service	Amount	Contract Duration	Hours/Month	Total
Remote Network Monitoring & Management Services	\$6,500	9 Months	n/a	\$58,500
Hourly Service Fees	\$125	9 Months	24 hrs./mo.	\$27,000
Grand Total				\$85,500

Position	Billing Frequency	Rate
End User (Desktop) Support Specialist	Hourly	\$45.00
Infrastructure Support Specialist	Hourly	\$95.00
Network Engineer	Hourly	\$125.00
Senior Network Architect	Hourly	\$175.00
Project Manager	Hourly	\$95.00
VoIP	Hourly	\$55.00

As more fully described and specified in the City's **"Request for Qualifications: On-Call/Demand for Information Systems Engineering and Systems Maintenance Services,"** released September 4, 2019 and the Consultant's response proposal to the **"Request for Qualifications: On-Call/Demand for Information Systems Engineering and Systems Maintenance Services,"** submitted September 12, 2019, both of which are incorporated herein by this reference.

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

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

Professional Services Agreement – Fifty Two Consulting, Inc.
Microsoft Exchange Migration Services
City Manager's Office (IT)/Resolution No. _____

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

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

2. Duration of Contract. The Consultant shall commence the services provided for herein on October 1, 2019 or Notification to Proceed, whichever occurs first, from the City to Consultant and continue in a diligent and professional manner through June 30, 2020, unless this Agreement is extended or terminated as provided herein.

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified above in **Section 1** and within Consultant's "**Cost/Proposal Pricing**", incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

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

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

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Eighty Five Thousand Five Hundred Dollars (\$85,500.00)** allocated as follows: **\$58,500.00 for Remote Network Monitoring and Management and \$27,000.00 for Hourly Service Fees.**

Professional Services Agreement – Fifty Two Consulting, Inc.
Microsoft Exchange Migration Services
City Manager's Office (IT)/Resolution No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

Brian E. Hardy, Managing Partner

Date

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

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

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

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

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

25. Confidentiality and Trade Secret Information.

25.1 Use of Confidential Information. The Parties may be required to disclose Confidential Information to each other. As such, the Parties shall use Confidential Information solely for the purpose and in the context of the Parties' evaluation of the Project and shall not otherwise use, or authorize the use of, any Confidential Information. Neither Party or any of its officials, employees, sub-contractors, agents or volunteers (hereinafter "Party" or "Parties"), nor any of their respective Representatives, shall have any obligation to disclose any Confidential Information at any time.

25.2 Non-Disclosure of Confidential Information.

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

(b) Media Disclosure. Without limiting the generality of the foregoing, the Parties shall not, at any time or times, directly or indirectly, act in any way as a source for, contribute to, participate in, encourage, confirm, corroborate or authenticate any news or media report relating to any of the personal or business affairs of the Parties or any Confidential

Information including, but not limited to, by way of any book, article, news story, documentary, dramatic or other production, regardless of whether or not favorable to or derogatory of anyone, nor communicate any derogatory, disparaging, inaccurate or otherwise detrimental information of or concerning, or any Confidential Information of the Parties.

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

(d) Notice of Demands. If, at any time or times, the Parties are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information, the Party shall provide to the other Party immediate written notice thereof so that said Party may seek an appropriate protective order or waive compliance with the applicable provision of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, in the written opinion of that Party's legal counsel (delivered to the Party at least fifteen (15) business days prior to any such disclosure), is compelled to disclose any Confidential Information, the Party may disclose only that portion of the Confidential Information that counsel so opines must be disclosed and the Party shall use its utmost best efforts to obtain assurance that confidential treatment shall be accorded to that portion of the Confidential Information being disclosed. In no event shall the Parties, or anyone on behalf of the Parties, oppose, hinder or impair the ability of the Party or any of their respective Representatives, to take any action to obtain a protective order or other assurance satisfactory to said Party, or any of their respective Representatives that confidential treatment shall be accorded to Confidential Information.

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

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

Professional Services Agreement – Fifty Two Consulting, Inc.
Microsoft Exchange Migration Services
City Manager's Office (IT)/Resolution No. _____

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

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

To Consultant:

**Fifty Two Consulting, Inc.
15804 Laurel Branch Court
Riverside, California, 92503
Attn: Brian Hardy, Managing Partner
(310) 344-8063
bhardy@52consulting.com**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585
(310) 761-1429 – fax.**

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

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

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

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

**FIFTY TWO CONSULTING, INC.
CONSULTANT**

Dated: _____

By _____
Brian Hardy, Managing Partner

Professional Services Agreement – Fifty Two Consulting, Inc.
Microsoft Exchange Migration Services
City Manager's Office (IT)/Resolution No. _____

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Craig J. Cornwell, City Manager

Approved as to form:

By _____
Damon M. Brown, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER
FOR ELEVATE PUBLIC AFFAIRS TO PROVIDE PUBLIC RELATIONS
SERVICES (\$78,000)**

WHEREAS, the City has a vital need for the services of an experienced and professional Public Information Official/Spokesperson ("PIO") to interface with the media on a variety of municipal issues including, but not limited to public safety, water sanitation, street improvements, recreation programs, business attraction, financial budget status, asset protection, City housing, homeless management, and the like. Additionally, the now ubiquitous and proliferation of social media compels the City to have a professional firm manage its social media community profile; and

WHEREAS, since July 2019, City operations have been absent of a central point of contact for public responses; thus, on August 5, 2019, the City solicited proposals from media relations firms and consultants to provide professional assistance and guidance with public and internal communications, governmental brand management and strategic community partnerships. Five (5) written proposals were received: BBPR, Inc., City Pride Magazine, Elevate Public Affairs, Rambo House and The Hub Radio; and

WHEREAS, staff reviewed the proposals and determined that the proposal presented by Elevate Public Affairs, a local, women-owned firm with offices in northern and southern California possessed the training, experience and professionalism, at a reasonable costs, to provide the services needed and sought by the City; and

WHEREAS, funding in the amount of \$78,000.00 for services rendered for the remainder of this 2019-2020 Fiscal Year for public information official consulting services is available in the City Manager's Budget (Account #1001-510-000-4269); and

WHEREAS, staff recommends and request authority, at the discretion of the City, to enter into two (2) additional one-year contract extensions at a maximum compensation amount of \$105,000.00 per contract year extension, which funding will be appropriated in future City budgets.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to accept the proposal of Elevate Public Affairs and enter into a nine (9) month (i.e. October 2019 through June 30, 2020) professional services agreement, with authority to enter into two (2) additional one-year contract extensions, for the provision of public and internal strategic communications, strategic governmental brand management, social, print and televised media relations, news media planning and strategic community partnerships for the City.

SECTION 2. That funds for services rendered during the remainder of the 2019-2020 Fiscal Year have been appropriated in City's 2018-2019 Fiscal Year Budget, City Manager's Account No. 1001-510-000-4269, in the amount of Seventy Eight Thousand Dollars (\$78,000.00).

SECTION 3. That a purchase order in the amount of \$78,000.00 is authorized to be established for Elevate Public Affairs.

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

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

ADOPTED this _____ day of _____, 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 forgoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

October 8, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ELEVATE PUBLIC AFFAIRS TO PROVIDE PUBLIC RELATIONS SERVICES (\$78,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a nine (9) month (i.e. October 2019 through June 30, 2020) professional services agreement, with authority to enter into two (2) additional one-year contract extensions, with and establish a purchase order in the amount of Seventy Eight Thousand Dollars (\$78,000.00) for Elevate Public Affairs for provision of public relations services.

BACKGROUND

The City has a vital need for the services of an experienced and professional Public Information Official/Spokesperson ("PIO") to interface with the media on a variety of municipal issues including, but not limited to public safety, water sanitation, street improvements, recreation programs, business attraction, financial budget status, asset protection, City housing, homeless management, and the like. Additionally, the now ubiquitous and proliferation of social media compels the City to have a professional firm manage its social media community profile.

Since July 2019, City operations have been absent of a central point of contact for public responses; thus, on August 5, 2019, the City solicited proposals from media relations firms and consultants to provide professional assistance and guidance with public and internal communications, governmental brand management and strategic community partnerships. Five (5) written proposals were received. The responding firms described how their respective firm envisions serving as the City's Public Information Official/Spokesperson (PIO) to work with all Elected City Officials and City Management while adding to and developing a comprehensive and unified look, feel and style for public communications material produced and distributed by the City.

- BBPR, Inc. — Twenty-three year experienced full-service communications and marketing firm, delivering event planning and promotion, tourism marketing and brand awareness, SEO, digital marketing and advertising, news and featuring writing, social marketing, public education campaigns, and more.

- CITY PRIDE MAGAZINE — Since 2004 has consistently covered the City of Compton special events in the City Pride Magazine, specializing in print and online community news with strong lines of communications between, churches, schools, business and community organizations, and more.
- ELEVATE PUBLIC AFFAIRS — Experienced in working with municipalities and public agencies on positive and crisis communications, media advisories, press releases, branding collateral, communications protocols handbooks, website, social media, fluent in Spanish media, and more.
- RAMBO HOUSE — Experienced in public relations with municipalities delivering mass press/media, marketing/PR, community outreach, event logistics, PR crisis management, branding-graphics, digital campaigns, strategic alliances, and more.
- THE HUB RADIO — Compton-based public media and Internet radio station with over nine years' experience bringing people together through podcasts, webcasts, community events, civic community clean-ups, topical news articles, and more.

STATEMENT OF THE ISSUE

Staff reviewed the proposals and determined that the proposal presented by Elevate Public Affairs, a local, women-owned firm with offices in northern and southern California possessed the training, experience and professionalism, at a reasonable costs, to provide the services needed and sought by the City. Under the direction of the City Manager's Office, the approved budget provides for funds to engage a qualified PIO to work in the interest of the City for media relations, public information management, social media management, market branding, and all matters dealing with verbal and written public statements.

FISCAL IMPACT

Funding in the amount of \$78,000.00 for services rendered for the remainder of this 2019-2020 Fiscal Year for public information official consulting services is available in the City Manager's Budget (Account #1001-510-000-4269). Should it be decided to exercise one or both of the renewal options, the agreed maximum compensation shall be limited to \$105,000.00 per contract year renewal, which funding will be appropriated in future City budgets.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**CRAIG J. CORNWELL
CITY MANAGER**

October 8, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12)
MONTH AGREEMENT WITH SYLVIA NUNN ANGELS FOR THE LEASE
OF CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH
BOULEVARD

SUMMARY

The City Council will consider a request by the Sylvia Nunn Angels organization to authorize the City Manager to enter into a twelve (12) month (i.e. October 1, 2019 through September 30, 2020), agreement for the lease of approximately 1,767 square feet of indoor space at City-owned property, located at 200 North Long Beach Boulevard, at a lease rental rate that is less than the recommended amount contained within the City's Leasing Policy, in addition to waiver of other property costs.

BACKGROUND

The City of Compton owns certain real property located at 200 North Long Beach Boulevard, Compton. Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be **at least One Dollar (\$1.00) per square foot.**

In addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, etc.), maintenance and repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor interior and exterior maintenance of the facility or property.*

On March 14, 2017, the City Council adopted Resolution No. 24,532, which authorized a one (1) year lease agreement with Sylvia Nunn Angels (“Nunn”) to provide sole occupation of the City-owned building at 200 North Long Beach Boulevard. Pursuant to Council discretion and authority, the rental amount for the lease term was reduced to One Dollar (\$1.00) per year.

STATEMENT OF ISSUE

Historical Background of Organization

According to the prospective Tenant, since 2012 Nunn has been utilizing a grassroots approach towards changing the social environment for youth living in Compton and all surrounding areas. Nunn provides support to vulnerable families through multiple programs offered by dedicated community partners, community members, volunteer staff, and established network of professionals around Los Angeles County.

Nunn functions as a non-profit organization providing youth the opportunity to develop their life skills, establish positive relationships within their community, and helps them become self-confident, self-disciplined, and more hard-working. They contribute to leadership development, improved communication skills, organization skills, and time management. Key services include parental support, teen and adult counseling, gang prevention/interventions, food programs, housing support referral, and volunteer opportunities.

Nunn requests to continue leasing the building for twelve (12) months (i.e. October 1, 2019 through September 30, 2020). Nunn requests that the City Council waive the minimum base rent requirement of \$1.00 per square foot and authorize a rental rate of One Dollar (\$1.00) per year. Additionally, Nunn requests that the City be financially responsible for payment of certain utilities (i.e. gas, electricity, water and trash) costs associated with occupation of the building. SOM Policy 4.17(A)(1) provides that “...*only the City Council shall have the authority to reduce or waive the standard leasing rates and/or other costs required by the policy and the proposed lease agreement.*” Thus, City Council approval is required for the reduction in and/or waiver of the standard leasing rate or other facility charges.

In anticipation of a renewal of the Lease for these premises for the term of twelve (12) months, the City requested the following information from the prospective Tenant:

1. List of 501(c)(3) letter from the IRS documenting the organization’s tax-exempt status.
2. Bylaws.

3. Articles of Incorporation.
4. Proof of General Liability Insurance naming the City as an additional insured.
5. City of Compton Certification of Occupancy and Business License or Consultant License.
6. Number of Compton residents served by the organization.

Sylvia Nunn Angels satisfactorily addressed our request.

FINANCIAL IMPACT

Unless the Council decides to waive the minimum lease rate and other property costs requirements of Policy 4.17(A)(1) of the City Leasing Policy, the estimated fiscal impact of this proposed action will be a net gain to the General Fund of a monthly lease rental rate of **One Thousand Seven Hundred Sixty-Seven Dollars (\$1,767.00) per month** for the term of the lease equating to an annual amount of \$21,204.00.

ALTERNATIVE

The Council has discretion to choose among a number of options:

1. Authorize the City Manager to enter into a lease agreement with Sylvia Nunn Angels for the 12-month term requested (or offer a lesser term) as follows:
 - a. For the minimally recommended City policy rates (i.e. \$1.00 per square foot per month = \$1,767.00 per month) or for some other monthly rental rate, with the Tenant responsible for *all utilities, janitorial, security, and minor interior and exterior maintenance of the facility or property* as provided within the City Leasing Policy.
 - b. For the requested reduced rental rate of \$1.00 total per year for the 12-month term with the Tenant responsible for *all utilities, janitorial, security, and minor interior and exterior maintenance of the facility or property* as provided within the City Leasing Policy.
 - c. For the requested reduced rental rate of \$1.00 per year for the 12-month term with the City responsible for provision and payment of certain utilities (i.e. gas, electricity, water and trash) for the subject Property.
2. Reject the request to enter into a lease agreement for this location by Sylvia Nunn Angels.

RECOMMENDATION

Due to the City's financial position, coupled with the mandated Corrective Action Plan in response to the State Controller's Audit, staff recommends adherence to Standard Operating Manual, Policy 4.17(A). The decision to reduce lease rental amounts and/or waive other requirements of the City's Leasing Policy is at the discretion of the City Council.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12)
MONTH AGREEMENT WITH SYLVIA NUNN ANGELS FOR THE LEASE OF
CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH
BOULEVARD**

WHEREAS, the City of Compton owns certain real property located at 200 North Bullis Road; and

WHEREAS, pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy [Standard Operating Manual, Policy 4.17(A)], which mandates that City-owned facilities and/or property shall not be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement; and

WHEREAS, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be *at least* One Dollar (\$1.00) *per square foot*; and

WHEREAS, in addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, etc.), maintenance and repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor interior and exterior maintenance of the facility or property*; and

WHEREAS, on March 14, 2017, the City Council adopted Resolution No. 24,532, which authorized a 1-year lease agreement with Sylvia Nunn Angels to provide sole occupation of the City-owned building at 200 North Long Beach Boulevard and pursuant to Council discretion and authority, the rental amount for the lease term was reduced to One Dollar (\$1.00) per year; and

WHEREAS, the current lease agreement with Sylvia Nunn Angels has expired and they seek City Council approval to enter into a Twelve (12) month lease agreement (i.e. October 1, 2019 through September 30, 2020), for exclusive occupation of the City-owned building located at 200 North Long Beach Boulevard; and

WHEREAS, Sylvia Nunn Angels has requested that the Council authorize a leasing rate different than required by the City's Leasing Policy; more specifically, a lesser rental amount of \$1.00 per year, in addition to requesting that the City be financially responsible for payment of certain utilities (i.e. gas, electricity, water and trash) costs associated with occupation of the building; and

WHEREAS, due to the City's financial position, coupled with the mandated Corrective Action Plan in response to the State Controller's Audit, staff recommends adherence to Standard Operating Manual, Policy 4.17(A); however, if the Council finds that the public benefit received by the City and its residents is of far more value than the true cost; as reflected within the City's Leasing Policy; of providing use of City-owned property, the decision to revise, reduce or waive certain provisions of the City's Leasing Policy rests in the discretion of the City Council.

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

Section 1. That the City Manager, upon the approval of the City Attorney is authorized to enter into a twelve (12) month lease agreement, effective retroactively from October 1, 2019 through September 30, 2020, with Sylvia Nunn Angels for the exclusive use of approximately 1,767 square feet of space within the City-owned building located

at 200 North Long Beach Boulevard, Compton for purposes of administrative offices and support services.

Section 2. That the rental rate for the twelve (12) month term of the lease agreement shall be _____ (\$) per _____, with utilities to be provided and paid for by the _____.

Section 3. That Account No. 1001-000-000-3420 has been established to receive all facility lease payments.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager (City Security), City Clerk, City Controller, General Services, CareerLink, and the City Attorney.

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

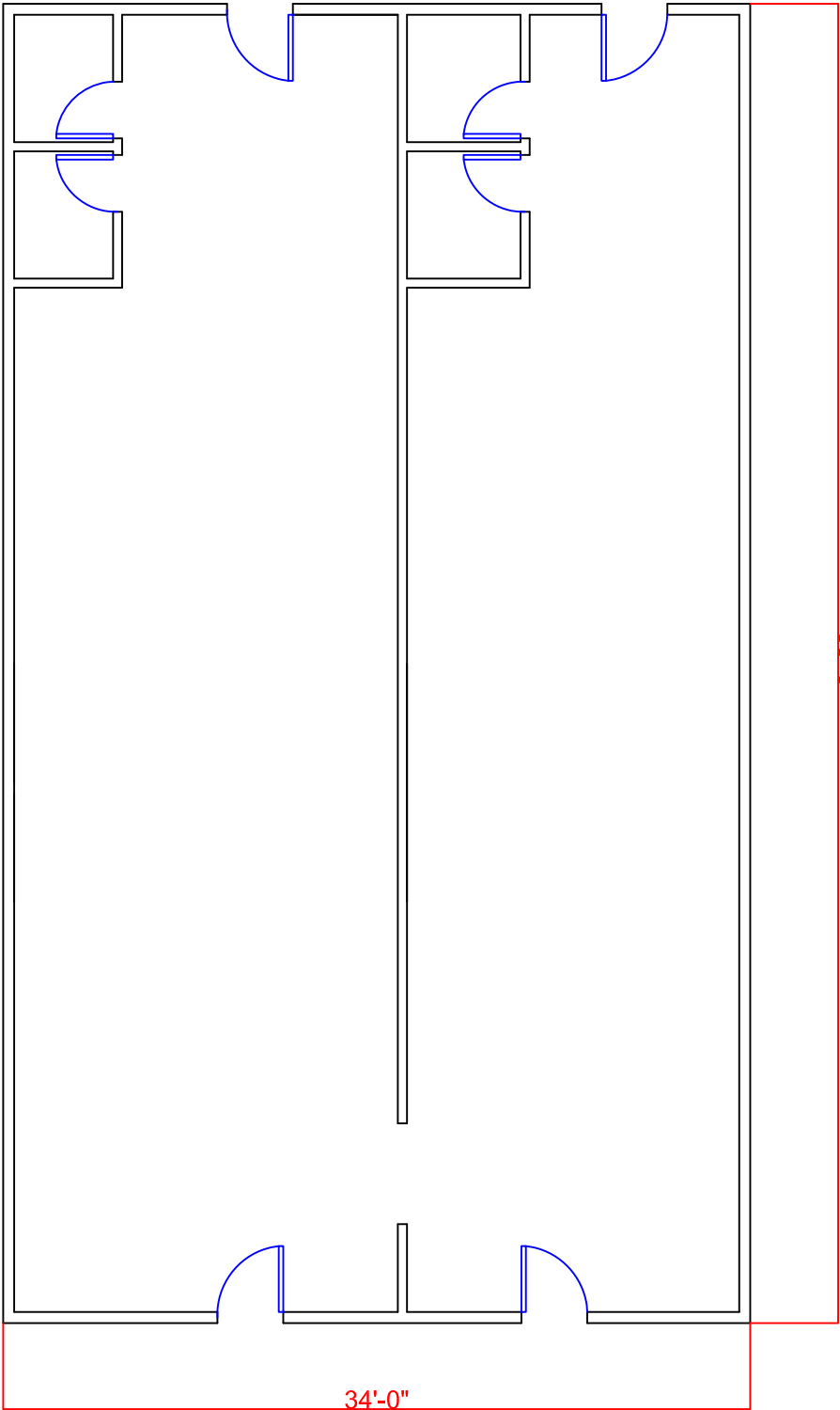
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council 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



General Notes

Project Name and Address

No. Revision/Issue Date

Project Name and Address

S.Y.L.V.I.A. Nunn Angeles
203 North Long Beach Blvd.
City of Compton, CA 90220

Project ELOOR PLAN

Date 3-24-2016

Scale

A1

October 8, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12)
MONTH AGREEMENT WITH ANGELS FOR SIGHT FOR THE LEASE OF
CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA
STREET

SUMMARY

The City Council will consider a request by the Angels for Sight organization to authorize the City Manager to enter into a twelve (12) month (i.e. October 1, 2019 through September 30, 2020), agreement for the lease of approximately 1,224 square feet of indoor space at City-owned property, located at 920 North Alameda Street, at a lease rental rate that is less than the recommended amount contained within the City's Leasing Policy.

BACKGROUND

The City of Compton owns certain real property located at 920 North Alameda Street, Compton. Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be ***at least One Dollar (\$1.00) per square foot.***

In addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, etc.), maintenance and repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor, routine interior and exterior maintenance of the facility or property*, with the City responsible for structural and major repairs and maintenance.

STATEMENT OF ISSUE

Historical Background of Organization

According to the prospective Tenant, Angels for Sight (“Angels”) is a non-profit dedicated and committed to providing free vision screening, eye examinations, and glasses to the uninsured and visually impaired. Their goal is to ensure that our children’s vision will provide them with confidence to see the future. Studies have shown that children whom suffer from vision deficiencies are more likely to suffer educationally and socially. At Angels, they believe that the ability for our children to see is critical. Without sight and clear vision, our children’s ability to learn is virtually eliminated.

Angels seeks City Council approval to enter into a twelve (12) month lease agreement with the City, beginning October 1, 2019 through September 30, 2020, for exclusive occupation of the entire property – 1,224 square feet of indoor space – located at 920 North Alameda Street. Angels is interested in leasing the subject property for the purpose of administrative offices and support services for their organization.

Angels requests that the Council authorize leasing rental rate provisions different than required by the City’s Leasing Policy; more specifically, a lesser rental amount of One Dollar (\$1.00) per year for the term of the lease agreement. Angels will be responsible for utilities, routine maintenance, minor repairs, custodial, and security. SOM Policy 4.17(A)(1) provides that “...*only the City Council shall have the authority to reduce or waive the standard leasing rates and/or other costs required by the policy and the proposed lease agreement.*” Thus, City Council approval is required for the reduction in and/or waiver of the standard leasing rates.

In anticipation of a renewal of the Lease for these premises for the term of twelve (12) months, the City requested the following information from the prospective Tenant:

1. List of 501(c)(3) letter from the IRS documenting the organization’s tax-exempt status.
2. Bylaws.
3. Articles of Incorporation.
4. Proof of General Liability Insurance naming the City as an additional insured.
5. City of Compton Certification of Occupancy and Business License or Consultant License.
6. Number of Compton residents served by the organization.

The Angles for Sight organization satisfactorily addressed our request.

FINANCIAL IMPACT

Unless the Council decides to waive the minimum lease rental rate requirements of Policy 4.17(A)(1) of the City Leasing Policy, the estimated fiscal impact of this proposed action will be a net gain to the General Fund of a base monthly lease rental rate of **One Thousand Two Hundred Twenty-Four Dollars (\$1,224.00) per month** for the term of the lease for an annual amount of \$14,688.00.

ALTERNATIVE

The Council has discretion to choose among a number of options:

1. Authorize the City Manager to enter into a lease agreement with Angels for Sight for the 12-month term requested (or offer a lesser term) as follows:
 - a. For the minimally recommended City policy rates (i.e. \$1.00 per square foot per month = \$1,224.00 per month).
 - b. For the requested reduced rental rate of \$1.00 total per year for the 12-month term, or for some other monthly rental rate.
2. Reject the request to enter into a lease agreement for this location by Angels for Sight.

RECOMMENDATION

Due to the City's financial position, coupled with the mandated Corrective Action Plan in response to the State Controller's Audit, staff recommends adherence to Standard Operating Manual, Policy 4.17(A). The decision to reduce lease rental amounts and/or waive other requirements of the City's Leasing Policy is at the discretion of the City Council.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12)
MONTH LEASE AGREEMENT WITH ANGELES FOR SIGHT FOR THE LEASE
OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET**

WHEREAS, the City of Compton owns certain real property located at 920 North Alameda Street; and

WHEREAS, pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy [Standard Operating Manual, Policy 4.17(A)], which mandates that City-owned facilities and/or property shall not be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement; and

WHEREAS, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be *at least* One Dollar (\$1.00) *per square foot*; and

WHEREAS, in addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, etc.), routine maintenance and minor repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor and routine interior and exterior maintenance of the facility or property*; and

WHEREAS, Angels for Sight, a non-profit organization, seeks City Council approval to enter into a twelve (12) month lease agreement with the City, beginning October 1, 2019 through September 30, 2020, for exclusive occupation of the entire property – 1,224 square feet of indoor space – located at 920 North Alameda Street, for the purpose of administrative offices and support services for their organization; and

WHEREAS, Angels for Sight requests that the Council authorize leasing rental rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount of One Dollar (\$1.00) per year for the term of the lease agreement; and

WHEREAS, due to the City's financial position, coupled with the mandated Corrective Action Plan in response to the State Controller's Audit, staff recommends adherence to Standard Operating Manual, Policy 4.17(A); however, if the Council finds that the public benefit received by the City and its residents is of far more value than the true cost; as reflected within the City's Leasing Policy; of providing use of City-owned property, the decision to revise, reduce or waive certain provisions of the City's Leasing Policy rests in the discretion of the City Council.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a twelve (12) month lease agreement, effective retroactively from October 1, 2019 through September 30, 2020, with Angels for Sight for the exclusive use of approximately 1,224 square feet of space within the City-owned building located at 920 North Alameda Street, Compton for purposes of administrative offices and support services.

Section 2. That the rental rate for the twelve (12) month term of the lease agreement shall be _____ Dollars (\$) per _____, and Angels for Sight shall be responsible for all utilities, janitorial, security, and minor and routine interior and exterior maintenance of the facility or property.

Section 3. That Account No. 1001-000-000-3420 has been established to receive all facility lease payments.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager (City Security), City Clerk, City Controller, General Services and the City Attorney.

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

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

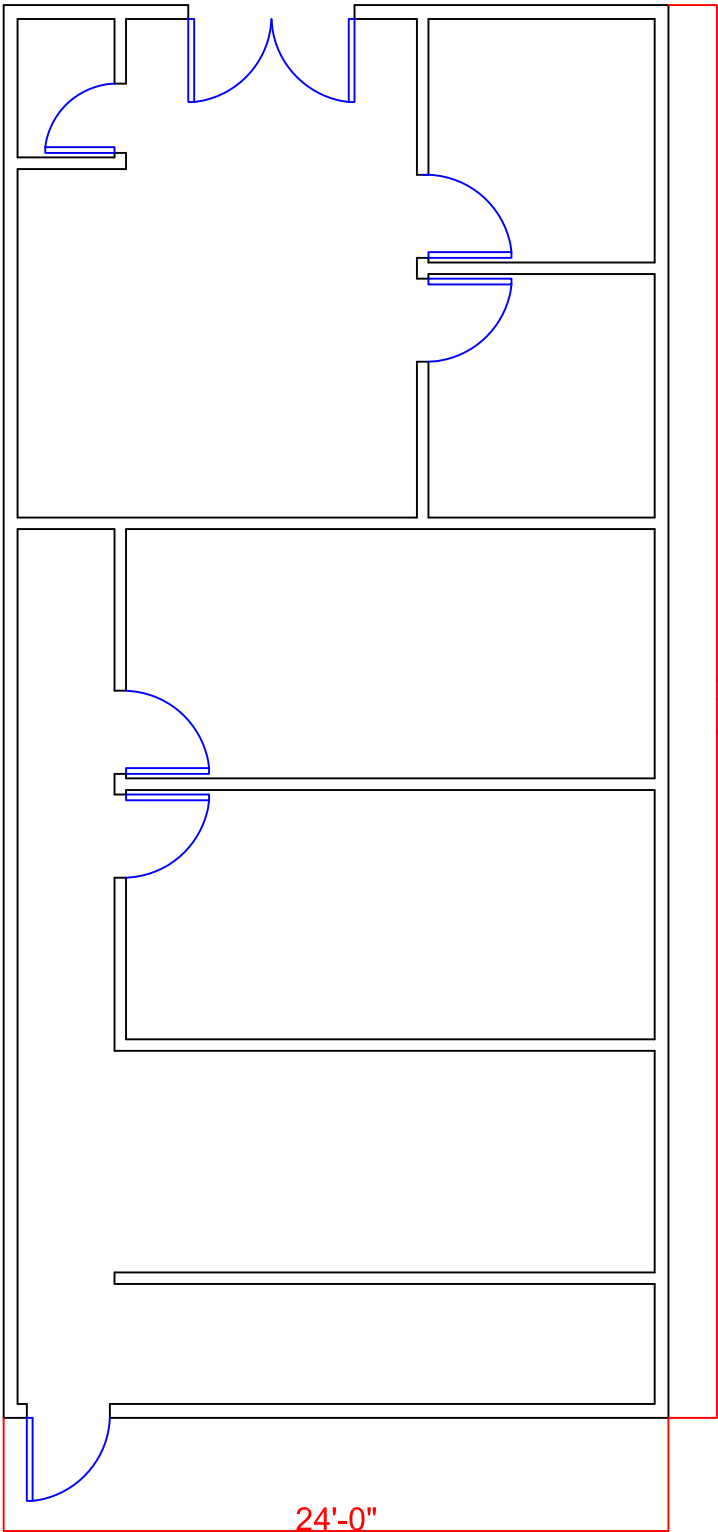
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council 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



General Notes

No. Revision/Issue Date

Rev. Name and Address

Project Name and Address

Angles For Sight
820 North Alameda Street
City of Compton, CA 90220

Project ELOOR PLAN

Date 3-24-2016

Scale

A1

October 8, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: DIRECTOR GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND SHIELDS FOR FAMILIES TO PROVIDE ADDITIONAL SPACE AT THE NEIGHBORHOOD CENTER (600 NORTH ALAMEDA STREET)

SUMMARY

The City Council will consider a request by the Shields for Families (“Shields”) to amend their existing five (5) year (i.e. August 1, 2017 through July 31, 2022) lease agreement with the City of Compton of City-owned property located at 600 North Alameda Street, Compton, to authorize the leasing of an additional 330 square feet of indoor space at the rental rate of One Dollar and Forty Cents (\$1.40) per square foot.

BACKGROUND

The City of Compton owns certain real property located at 600 North Alameda Street, Compton, commonly known as the “Neighborhood Center” facility. This property is used as a “shared occupancy” facility, offering indoor and outside space for leasing to outside agencies, organizations, and individuals. Current tenants at this location include the Volunteers of America and Shields for Families.

In November 2012, the City implemented a City-wide leasing policy which specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the tenant and that the standard leasing rate for indoor floor space in a City-owned facility shall be **at least One Dollar (\$1.00) per square foot**. Additionally, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance, repairs, security, etc. At the Neighborhood Center location, staff has identified that cost to be ninety-seven cents (\$0.97) per square foot. Thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of \$1.97 (i.e. \$1.00 per square foot base rental rate plus \$0.97 per square foot for utilities, maintenance, custodial and security).

On August 2, 2017, the Council approved Resolution No. 24,632, which authorized the City Manager to enter into a sixty (60) month (i.e. August 1, 2017

**Staff Report – Resolution Authorize Amend 60 Month
Lease Agreement with Shields for Families
Neighborhood Center Facility – 600 North Alameda
October 8, 2019, page 2**

through July 31, 2022) lease agreement with Shields for the exclusive use of approximately 5,808 square feet of indoor space located at the Neighborhood Center building at the monthly rental rate of One Dollar and Forty Cents (\$1.40) per square foot for a total of \$8,131.20 per month, with Shields responsible for providing the general upkeep, janitorial, custodial, minor repairs and security for their area. Shields utilizes this space for offices for their support services staff.

On February 6, 2018 the Council approved Resolution No. 24,727, which authorized the City Manager to amend the existing five (5) year lease agreement with Shields to authorize leasing of an additional 818 square feet of indoor space at the rental rate of One Dollar and Forty Cents (\$1.40) per square foot, bringing the total rental amount to \$8,250.20 per month.

Shields has requested to further amend the existing five (5) year lease agreement to authorize the leasing of an additional 330 square feet of indoor space (the kitchen area) at the rental rate of One Dollar and Forty Cents (\$1.40) per square foot, which if approved, will bring the total rental amount to \$8,712.20 per month. Shields shall be responsible for providing the general upkeep, janitorial, custodial, minor repairs and security for their entire areas. Shields will utilize this kitchen facility for their support services staff.

STATEMENT OF THE ISSUE

Shields is a community-based 501c3 non-profit organization located in South Los Angeles serving individuals, children, and families through comprehensive and collaborative social services for child and youth development, child welfare, mental health, substance abuse treatment, and supportive services such as food, transportation, housing, legal services, and educational and vocational training.

Shields desires to provide a kitchen to facilitate a health nutrition, healthy cooking program for the families they serve and has requested that the City consider their request to amend the current lease agreement to provide an additional 330 square feet of indoor space at the current rental rate of One Dollar and Forty Cents (\$1.40) per square foot for the remainder of the lease term.

The current lease agreement provides Shields with the exclusive use of the following indoor spaces within the Neighborhood Center facility:

**Staff Report – Resolution Authorize Amend 60 Month
Lease Agreement with Shields for Families
Neighborhood Center Facility – 600 North Alameda
October 8, 2019, page 3**

LOCATION	USE	SIZE	SQUARE FEET
Room 7	Office	15'-0" x 11'-0"	165 S.F.
Room 8	Office	16'-0" x 27'-8"	443 S.F.
Room 8B	Office	12'-9" x 11'-4"	145 S.F.
Room 11	Office	16'-0" x 9'-11" 12'-9" x 6'-5"	240 S.F.
Room 12	Office	11'-8" x 16'-6"	193 S.F.
Room 13	Office	7'-6" x 16'-6"	124 S.F.
Room 14	Office	9'-6" x 16'-6"	157 S.F.
Room 15	Office	9'-6" x 16'-6"	157 S.F.
Room 16	Office	21'-6" x 16'-6"	355 S.F.
Room 17	Office	11'-6" x 16'-8"	192 S.F.
Room 18	Office	35'-9" x 16'-8"	596 S.F.
Room 19	Office	15'-6" x 16'-8"	258 S.F.
Room 20	Office	18'-2" x 16'-8"	303 S.F.
Room 21	Office	12'-4" x 16'-8"	206 S.F.
Room 22	Office	17'-11" x 16'-8"	299 S.F.
Room 23	Office	16'-7" x 16'-8"	276 S.F.
Room 28 – 31	Office	16'-0" x 38'-0"	608 S.F.
Room 29	Office	16'-0" x 19'-11"	319 S.F.
Room 30	Office	16'-0" x 12'-9"	204 S.F.
Storage 1	Storage	11'-0" x 4'-0"	44 S.F.
Storage 2	Storage	11'-0" x 4'-0"	44 S.F.
Lobby Storage	Storage	16'-0" x 6'-0"	96 S.F.
Room 32	Office	17'-0" x 13'-0"	221 S.F.
Room 32 RR	Restroom	12'-0" x 6'-0"	72 S.F.
Room 33	Office	16'-0" x 11'-0"	176 S.F.

**Staff Report – Resolution Authorize Amend 60 Month
Lease Agreement with Shields for Families
Neighborhood Center Facility – 600 North Alameda
October 8, 2019, page 4**

Total Current Exclusive Square Footage 5893 Square Feet

Below are the proposed square footage lease agreement changes:

LOCATION	USE	SIZE	SQUARE FEET	CHANGE
Kitchen	Kitchen	15'-0" x 22'-0"	330 S.F.	ADD

Total Exclusive Square Footage after Lease Amendment 6223 Square Feet

FINANCIAL IMPACT

Approval of the amendment to the current lease agreement at the requested \$1.40 per square foot for occupation of approximately 6,223 square feet of indoor office space will total \$8,712.20 per month in rental fees for use of the City's facilities.

RECOMMENDATION

Staff has no objection to Shields for Families' request to rent additional square footage; however, staff is not authorized to offer to lease City-owned property wherein the terms sought by the prospective Tenant may vary from the requirements of the City's Leasing Policy; that is, waiver of City costs for utilities, etc.; thus, staff makes no recommendation concerning this request. The decision is at the discretion of the City Council.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING LEASE
AGREEMENT BETWEEN THE CITY OF COMPTON AND SHIELDS FOR
FAMILIES TO PROVIDE ADDITIONAL SPACE AT THE NEIGHBORHOOD
CENTER (600 NORTH ALAMEDA STREET)**

WHEREAS, the City of Compton owns certain real property located at 600 North Alameda Street, commonly known as the “Neighborhood Center” facility, which is used as a “shared occupancy” facility, offering indoor and outside space for leasing to outside agencies, organizations, and individuals; and

WHEREAS, in November 2012, the City implemented a City-wide leasing policy which specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the tenant and that the standard leasing rate for indoor floor space in a City-owned facility shall be *at least* One Dollar (\$1.00) *per square foot*; and

WHEREAS, additionally, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance, repairs, security, etc. and at the Neighborhood Center location, staff has identified that cost to be ninety-seven cents (\$0.97) per square foot; thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of \$1.97 for exclusive indoor spaces; and

WHEREAS, Shields For Families (“Shields”) is a community-based 501c3 non-profit organization located in South Los Angeles serving individuals, children, and families through comprehensive and collaborative social services for child and youth development, child welfare, mental health, substance abuse treatment, and supportive services such as food, transportation, housing, legal services, and educational and vocational training; and

WHEREAS, on August 2, 2017, the Council approved Resolution No. 24,632, which authorized the City Manager to enter into a sixty (60) month (i.e. August 1, 2017 through July 31, 2022) lease agreement with Shields for the exclusive use of approximately 5,808 square feet of indoor space located at the Neighborhood Center building at the monthly rental rate of One Dollar and Forty Cents (\$1.40) per square foot for a total of \$8,131.20 per month; and

WHEREAS, on February 6, 2018, the Council approved Resolution No. 24,727, which authorized the City Manager to amend the existing five (5) year lease agreement with Shields to authorize leasing of an additional 818 square feet of indoor space at the rental rate of One Dollar and Forty Cents (\$1.40) per square foot, bringing the total rental amount to \$8,250.20 per month; and

WHEREAS, Shields has requested to further amend the existing five (5) year lease agreement to authorize the leasing of an additional 330 square feet of indoor space (the kitchen area) at the rental rate of One Dollar and Forty Cents (\$1.40) per square foot, which will bring the total rental amount to \$8,712.20 per month. Shields shall be responsible for providing the general upkeep, janitorial, custodial, minor repairs and security for their entire areas and the City will be responsible for certain utilities (i.e. gas, electrical, water, trash, etc.) and major and structural upkeep/repairs.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to amend the existing five (5) year lease agreement between the City of Compton and Shields for Families to authorize the leasing of an additional 330 square feet of indoor space at 600 North Alameda Street, Compton ("Neighborhood Center" facility), at the rental rate of One Dollar and Forty Cents (\$1.40) per square foot for the remainder of the lease agreement term (i.e. August 1, 2017 through July 31, 2022).

Section 2. That leasing of the additional 330 square feet of indoor space at the Neighborhood Center facility by Shields for Families is authorized to commence on October 1, 2019 and continue through July 31, 2022.

Section 3. That commencing October 1, 2019, the monthly lease rate shall be Eight Thousand Seven Hundred Twelve Dollars and Twenty Cents (\$8,712.20) – i.e. One Dollar (\$1.40) per square foot for the total 6,223 square feet in the facility leased to Shields for Families.

Section 4. That Account No. 1001-000-000-3420 has been established to receive all facility lease payments.

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

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