The Successor Agency to the Compton Community Redevelopment Agency, is a distinct and separate legal entity from the City of Compton, and was established by Resolution No. 1, adopted on February 7, 2012. The Successor Agency is limited to the assets and liabilities of the dissolved Community Redevelopment Agency (CRA) of the City of Compton and shall have the authority to perform the functions and duties described in Part 1.85 to Division 24 of the California Health and Safety Code.

GOVERNING BODY OF THE SUCCESSOR AGENCY AGENDA

09/08/2020
6:00 PM

OPENING

ROLL CALL

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

APPROVAL OF MINUTES

1. JULY 28, 2020

NEW BUSINESS

2. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A SECOND AMENDMENT TO THE SERVICES CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR WITH NEW WEST LANDSCAPING TO PROVIDE COMPENSATION FOR SERVICES RENDERED DURING FISCAL YEAR 2020-2021 ($45,000)

3. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ROTH AND ASSOCIATES FOR SUCCESSOR AGENCY-OWNED PROPERTY APPRAISAL SERVICES RENDERED DURING FISCAL YEAR 2020-2021 ($30,000)

4. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH OLIVER ALVAREZ TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1501 SOUTH ALAMEDA STREET

DIRECTORS COMMENTS

ADJOURNMENT

JULY 28, 2020

The Governing Body of the Successor Agency meeting was called to order at 9:47 p.m. in the Council Chambers of City Hall by Chairperson Aja Brown.

ROLL CALL

Directors Present: **McCoy, Sharif, Brown** *(Via Zoom Teleconference)*

Directors Absent: **Chambers, Galvan**

Other Officials Present: **D. Brown, A. Godwin, C. Cornwell**

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

There were no audience comments.

APPROVAL OF MINUTES

1. JULY 7, 2020

On motion by McCoy, seconded by Sharif, the minutes were approved by the following vote on roll call:

AYES: Directors – McCoy, Sharif, Brown
NOES: Directors – None
ABSENT: Directors – Chambers, Galvan

NEW BUSINESS

2. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH CLIFF AND DELORES WILLIAMS TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 408 AND 412 WEST ALONDRA BOULEVARD

On motion by Sharif, seconded by McCoy, **Resolution Number 110** entitled **'A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH CLIFF AND DELORES WILLIAMS TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF SUCCESSOR AGENCY-OWNED**

PROPERTY LOCATED AT 408 AND 412 WEST ALONDRA BOULEVARD' was adopted by the following vote on roll call:

AYES: Directors – McCoy, Sharif, Brown
NOES: Directors – None
ABSENT: Directors – Chambers, Galvan

3. A RESOLUTION OF THE BOARD DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND ENVISION RED, LP TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN AGENCY-OWNED PROPERTY 1117 SOUTH LONG BEACH BOULEVARD FOR A PROPOSED MIXED-USE DEVELOPMENT

On motion by McCoy, seconded by Sharif, **Resolution Number 111** entitled **'A RESOLUTION OF THE BOARD DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND ENVISION RED, LP TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN AGENCY-OWNED PROPERTY 1117 SOUTH LONG BEACH BOULEVARD FOR A PROPOSED MIXED-USE DEVELOPMENT'** was adopted by the following vote on roll call:

AYES: Directors – McCoy, Sharif, Brown
NOES: Directors – None
ABSENT: Directors – Chambers, Galvan

ADJOURNMENT

On motion by McCoy, seconded by Sharif, the meeting was adjourned in memory of **Grady Gordy** at 10:00 p.m. by the following vote on roll call:

AYES: Directors – McCoy, Sharif, Brown
NOES: Directors – None
ABSENT: Directors – Chambers, Galvan

Secretary of the Successor Agency **Chairperson of the Successor Agency**

September 8, 2020

TO: **HONORABLE CHAIRPERSON AND DIRECTORS**

FROM: **EXECUTIVE DIRECTOR**

SUBJECT: **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A SECOND AMENDMENT TO THE SERVICES CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR NEW WEST LANDSCAPING TO PROVIDE COMPENSATION FOR SERVICES RENDERED DURING FISCAL YEAR 2020-2021 ($45,000)**

SUMMARY

Staff requests that the Board of Directors of the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Agency") authorize the Executive Director to enter into a second (2nd) amendment to the current services contract with New West Landscaping ("New West") to provide compensation for landscape maintenance services on Agency-owned properties rendered during Fiscal Year 2020-2021 and establish a purchase order in the amount of Forty Five Thousand Dollars ($45,000.00).

BACKGROUND

On September 24, 2019, the Agency adopted Resolution No. 96, which approved a two (2) year services contract with New West for landscape and maintenance services of Agency-owned properties during Fiscal Years 2019-2020 and 2020-2021. The original contract authorized $31,050.00 for services to be rendered during Fiscal Year 2019-20. The original contract provides for New West to provide a bi-weekly schedule of services on all of the Agency- owned properties, except the property at 2815-2875 West Alondra Boulevard (approximately 18 acres), to be serviced on an "as-needed" basis.

In Fiscal Year 2019-20, New West exhausted the authorized $31,050.00 before the end of the fiscal year due to increased illegal dumping and clean-up of homelessness encampments, in addition to the New West's regularly scheduled maintenance. A First (1st) Amendment to the original agreement was approved to increase the contract amount by $5,000 for a one-time service specifically for the Agency-owned property located at 2815-2875 West Alondra Boulevard.

STATEMENT OF ISSUE

The services contract provides that the maximum compensation payable for Fiscal Year 2020-2021 will be determined by the ROPS 2020-21 approved by the Department of Finance, which will be added to this contract as an amendment. Thus, there is a need to amend the services contract with New West to establish the ROPS 2020-2021 approved compensation amount for services to be rendered during Fiscal Year 2020-2021 in the amount of Forty Five Thousand Dollars ($45,000.00). Thirty Five Thousand Dollars ($35,000.00) will be allocated for maintenance of Agency-owned properties on the bi-weekly schedule and Ten Thousand Dollars ($10,000.00) for "as-needed" maintenance at the property located at 2815-2875 West Alondra Boulevard.

FISCAL IMPACT

This contract amendment will not impact the General Fund. The Successor Agency ROPS 2020-21 approved $150,000 from the Redevelopment Property Tax Fund Trust ("RPTTF") for landscape maintenance to various vendors. This amount was appropriated in the Agency's Fiscal Year 2020-2021 budget. The $45,000.00 for this Second (2nd) Amendment to the New West contract is available in Account No. 1201-910-000-4269.

RECOMMENDATION

Staff recommends that the Board of Director adopt the attached Resolution.

CRAIG J. CORNWELL
EXECUTIVE DIRECTOR

RESOLUTION NO.________

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A SECOND AMENDMENT TO THE SERVICES CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR NEW WEST LANDSCAPING TO PROVIDE COMPENSATION FOR SERVICES RENDERED DURING FISCAL YEAR 2020-2021 ($45,000)

WHEREAS, on September 24, 2019, the Agency adopted Resolution No. 96, which approved a two (2) year services contract with New West Landscaping ("New West") for landscape and maintenance services of Agency-owned properties during Fiscal Years 2019-2020 and 2020-2021; and

WHEREAS, the original contract authorized $31,050.00 for services to be rendered during Fiscal Year 2019-20, which provided for New West to provide a bi-weekly schedule of services on all of the Agency- owned properties, except the property at 2815-2875 West Alondra Boulevard (approximately 18 acres), to be serviced on an "as-needed" basis; and

WHEREAS, in Fiscal Year 2019-20, New West exhausted the authorized $31,050.00 before the end of the fiscal year due to increased illegal dumping and clean-up of homelessness encampments, in addition to the New West's regularly scheduled maintenance. A First (1st) Amendment to the original agreement was approved to increase the contract amount by $5,000 for a one-time service specifically for the Agency-owned property located at 2815-2875 West Alondra Boulevard; and

WHEREAS, the services contract provides that the maximum compensation payable for Fiscal Year 2020-2021 will be determined by the ROPS 2020-21 approved by the Department of Finance, which will be added to this contract as an amendment; thus, there is a need to amend the services contract with New West to establish the ROPS 2020-2021 approved compensation amount for services to be rendered during Fiscal Year 2020-2021 in the amount of Forty Five Thousand Dollars ($45,000.00) - Thirty Five Thousand Dollars ($35,000.00) will be allocated for maintenance of Agency-owned properties on the bi-weekly schedule and Ten Thousand Dollars ($10,000.00) for "as-needed" maintenance at the property located at 2815-2875 West Alondra Boulevard; and

WHEREAS, there are sufficient funds available in the 2020-2021 Fiscal Year Recognized Obligation Payment Schedule ("ROPS"), approved by the Department of Finance, budget for this additional expenditure.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Executive Director, upon the advice and approval of General Counsel is hereby authorized to enter into a Second (2nd) amendment the property maintenance services agreement with New West Landscaping to provide Forty Five Thousand Dollars ($45,000.00) compensation for services during Fiscal Year 2020-2021.

Section 2. That funds for this expenditure are available in the Successor Agency's Fiscal Year 2020-2021 budget in Account No. 1201-910-000-4269.

Section 3. That a purchase order is authorized to be established in the amount of Forty Five Thousand Dollars ($45,000.00).

Section 4. That a certified copy of this Resolution shall be filed in the offices of the Executive Director, General Counsel, Agency Controller, Successor Agency and Agency Secretary.

<u>Section 5.</u> That the Chairperson shall sign and the Agency Clerk shall attest to the adoption of this Resolution.

ADOPTED this day _______ of _________________, 2020.

____
CHAIRPERSON OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON

ATTEST:

____
SECRETARY OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON

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

I, Alita Godwin, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Board, signed by the Chairperson, and attested by the Clerk to the Board at the regular meeting thereof held on the ________ day of ____________________, 2020.

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

AYES: **BOARD MEMBERS-**
NOES: **BOARD MEMBERS-**
ABSENT: **BOARD MEMBERS-**
ABSTAIN: **BOARD MEMBERS-**

____
SECRETARY OF THE SUCCESSOR AGENCY TOTHE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON

SECOND AMENDMENT TO
PROPERTY MAINTENANCE SERVICES AGREEMENT
BETWEEN
NEW WEST LANDSCAPING
AND
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON

This **SECOND AMENDMENT** to the Property Maintenance Services Agreement is made by and between the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a distinct and separate legal entity from the City of Compton created pursuant to the laws of the State of California (hereinafter referred to as **"AGENCY"**) and **NEW WEST LANDSCAPING** (hereinafter referred to a **"CONTRACTOR"**)**.**

RECITALS:

WHEREAS, on September 24, 2019, the Board of Directors of the Successor Agency to the Community Redevelopment Agency of the City of Compton adopted Resolution No. 96, which authorized the Executive Director to enter into a two (2) year Property Maintenance Services Agreement (i.e. Fiscal Years 2019-2020 and 2020-2021) with New West Landscaping to provide property maintenance and landscaping services on specified Agency-owned properties, with the compensation amount authorized for the 2020-2021 Fiscal Year to be determined by ROPS approved by the State Department of Finance; and

WHEREAS, pursuant to the provisions of the Property Maintenance Services Agreement, New West Landscaping is to render services which include, but are not limited to: abatement of all dumped materials and debris, weed abatement, trash removal, shrub and tree trimming, and removal and disposal of all materials abated on specified parcels on a bi-weekly bases, except one (1) property located at 2815-2875 West Alondra Boulevard, an eighteen (18) acre parcel, scheduled for services on an "on-call" basis; and

WHEREAS, there is a need to amend the original Agreement with the Contractor to provide the ROPS authorized compensation for services to be rendered during Fiscal Year 2020-2021;

WHEREAS, by Resolution No. ______, adopted on the _____ day of _____________, 2020, the Board of Directors of the Agency authorized the Executive Director to amend the Property Maintenance Services Agreement with New West Landscaping to provide compensation in the amount of $45,000.00 for services rendered during the 2020-2021 Fiscal Year.

WITNESSETH:

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree to amend the original Agreement as follows:

AMENDMENTS

1. The parties agree to amend **Section 2 – Compensation** of the original Agreement to revise the maximum amount of compensation payable to Consultant for services performed and completed pursuant to the Agreement during the 2020-2021 Fiscal Year by providing compensation in the not-to-exceed amount of **Forty Five Thousand Dollars ($45,000.00).**

2. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Consultant all remain in effect.

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

NEW WEST LANDSCAPING/CONTRACTOR

Dated: _______________ **By ___________________________________**
Keith Dickerson, Owner

CITY OF COMPTON

Approved by:

Dated: _______________ **By ____________________________________**
Craig J. Cornwell, Executive Director

Approved as to form:

By __________________________________ **Dated: ____________________**
Damon M. Brown, General Counsel

ATTEST:

Dated: _______________ **By __________________________________**
Alita Godwin, Board Clerk

September 8, 2020

TO: **HONORABLE CHAIRPERSON AND DIRECTORS**

FROM: **EXECUTIVE DIRECTOR**

SUBJECT: **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ROTH AND ASSOCIATES FOR SUCCESSOR AGENCY-OWNED PROPERTY APPRAISAL SERVICES RENDERED DURING FISCAL YEAR 2020-2021 ($30,000)**

SUMMARY

Staff requests that the Board of Directors of the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Agency") authorize the Executive Director to enter into a second (2^{nd}) amendment to the current professional services agreement with Roth and Associates to provide compensation for Agency-owned property appraisal services rendered during Fiscal Year 2020-2021 and establish a purchase order in the amount of Thirty Thousand Dollars ($30,000.00).

BACKGROUND

On November 12, 2019, the Agency adopted Resolution No. 98, which approved a two (2) year professional services agreement with Roth and Associates ("Roth") to provide professional and expert property appraisal services for Agency-owned properties during Fiscal Years 2019-2020 and 2020-2021. The original contract authorized $30,000.00 for services to be rendered during Fiscal Year 2019-20.

STATEMENT OF ISSUE

The professional services agreement provides that the maximum compensation payable for Fiscal Year 2020-2021 will be determined by the ROPS 2020-21 approved by the Department of Finance ("DOF"), which will be added to this contract as an amendment. Thus, there is a need to amend the agreement with Roth to establish the ROPS 2020-2021 approved compensation amount for services to be rendered during Fiscal Year 2020-2021 in the amount of Thirty Thousand Dollars ($30,000.00).

FISCAL IMPACT

This contract amendment will not impact the General Fund. The DOF approved the Successor Agency ROPS 2020-21 amount of $30,000.00 from the Redevelopment Property Tax Fund Trust ("RPTTF") for appraisal services to Roth. This amount was appropriated in the Agency's Fiscal Year 2020-2021 budget. The $30,000.00 for this Amendment to the Roth and Associates agreement is available in Account No. 1201-910-000-4262.

RECOMMENDATION

Staff recommends that the Board of Director adopt the attached Resolution.

CRAIG J. CORNWELL
EXECUTIVE DIRECTOR

RESOLUTION NO. ____________

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ROTH AND ASSOCIATES FOR SUCCESSOR AGENCY-OWNED PROPERTY APPRAISAL SERVICES RENDERED DURING FISCAL YEAR 2020-2021 ($30,000)

WHEREAS, on November 12, 2019, the Board of Directors of the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Agency") adopted Resolution No. 98, which approved a two (2) year professional services agreement with Roth and Associates ("Roth") to provide professional and expert property appraisal services for Agency-owned properties during Fiscal Years 2019-2020 and 2020-2021. The original contract authorized $30,000.00 for services to be rendered during Fiscal Year 2019-20; and

WHEREAS, the original professional services agreement provides that the maximum compensation payable for Fiscal Year 2020-2021 will be determined by the ROPS 2020-21 approved by the Department of Finance ("DOF"), which will be added to this contract as an amendment; and

WHEREAS, the DOF approved the Successor Agency ROPS 2020-21 amount of $30,000.00 from the Redevelopment Property Tax Fund Trust ("RPTTF") for appraisal services to Roth for services rendered in Fiscal Year 2020-2021; and

WHEREAS, there is a need to amend the agreement with Roth to establish the ROPS 2020-2021 approved compensation amount for services to be rendered during Fiscal Year 2020-2021 in the amount of Thirty Thousand Dollars ($30,000.00); and

WHEREAS, funds for this expenditure are available in the 2020-2021 Fiscal Year Recognized Obligation Payment Schedule ("ROPS"), approved by the Department of Finance.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Executive Director, upon the advice and approval of General Counsel is hereby authorized to enter into an amendment of the professional services agreement with Roth and Associates to provide Thirty Thousand Dollars ($30,000.00) compensation for performance of property appraisal services on Successor Agency-owned properties during Fiscal Year 2020-2021.

Section 2. That funds for this expenditure are available in the Successor Agency's Fiscal Year 2020-2021 budget in Account No. 1201-910-000-4262.

Section 3. That a purchase order is authorized to be established in the amount of Thirty Thousand Dollars ($30,000.00).

Section 4. That a certified copy of this Resolution shall be filed in the offices of the Executive Secretary, General Counsel, Agency Controller, Successor Agency and Agency Clerk.

<u>Section 5.</u> That the Chairperson shall sign and the Agency Secretary shall attest to the adoption of this Resolution.

ADOPTED this day _______ of _________________, 2020.

____
CHAIRPERSON OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON

ATTEST:

____
SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON

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

I, Alita Godwin, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Board, signed by the Chairperson, and attested by the Clerk to the Board at the regular meeting thereof held on the ________ day of ____________________, 2020.

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

AYES: BOARD MEMBERS-
NOES: BOARD MEMBERS-
ABSENT: BOARD MEMBERS-
ABSTAIN: BOARD MEMBERS-

____
SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ROTH AND ASSOCIATES
AND
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON**

This **AMENDMENT** to the Professional Services Agreement is made by and between the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a distinct and separate legal entity from the City of Compton created pursuant to the laws of the State of California (hereinafter referred to as **"AGENCY"**) and **ROTH AND ASSOCIATES** (hereinafter referred to a **"CONSULTANT"**)**.**

RECITALS:

WHEREAS, on November 12, 2019, the Board of Directors of the Successor Agency to the Community Redevelopment Agency of the City of Compton adopted Resolution No. 98, which authorized the Executive Director to enter into a two (2) year Professional Services Agreement (i.e. Fiscal Years 2019-2020 and 2020-2021) with Roth and Associates to provide property appraisal services on specified Agency-owned properties at a total compensation amount for Fiscal Year 2019-2020 in the amount of $30,000.00, with the compensation amount authorized for the 2020-2021 Fiscal Year to be determined by ROPS approved by the State Department of Finance; and

WHEREAS, there is a need to amend the original Agreement with the Consultant to provide the ROPS authorized compensation for services to be rendered during Fiscal Year 2020-2021;

WHEREAS, by Resolution No. ______, adopted on the _____ day of _____________, 2020, the Board of Directors of the Agency authorized the Executive Director to amend the Professional Services Agreement with Roth and Associates to provide compensation in the amount of $30,000.00 for services rendered during the 2020-2021 Fiscal Year.

WITNESSETH:

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

AMENDMENTS

1. The parties agree to amend **Section 3– Compensation** of the original Agreement to revise the maximum amount of compensation payable to Consultant for services performed and completed pursuant to the Agreement during the 2020-2021 Fiscal Year by providing compensation in the not-to-exceed amount of **Thirty Thousand Dollars ($30,000.00).**

2. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Consultant all remain in effect.

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

ROTH AND ASSOCIATES/CONSULTANT

Dated: _______________ **By** ____________________________________
Tim Roth, Owner

CITY OF COMPTON

Approved by:

Dated: _______________ **By _____________________________________**
Craig J. Cornwell, Executive Director

Approved as to form:

By ___________________________________ **Dated: ______________**
Damon M. Brown, General Counsel

ATTEST:

Dated: _______________ **By ___________________________________**
Alita Godwin, Agency Clerk

September 8, 2020

TO: **HONORABLE CHAIRPERSON AND DIRECTORS**

FROM: **EXECUTIVE DIRECTOR**

SUBJECT: **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH OLIVER ALVAREZ TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1501 SOUTH ALAMEDA STREET**

SUMMARY

Adoption of the attached resolution will authorize the Executive Director to enter into a four (4) month Exclusive Negotiation Agreement ("ENA") with Oliver Alvarez ("Purchaser") to work out the terms and conditions of a Purchase and Sale Agreement ("PSA") for the Disposition and Development of Successor Agency-owned property located at 1501 South Alameda Street, Compton.

BACKGROUND

On June 24, 2020, a Request for Proposals ("RFP") was released for Successor Agency-owned property located at 1501 South Alameda Street. Two (2) proposals were submitted: Majestic Auto Glass and JHL Development Inc.

Oliver Alvarez, owner of Majestic Auto Glass, located at 1511 South Alameda Street, proposes to upgrade his existing property and expand operations by purchasing and developing the Agency-owned parcel at 1501 South Alameda Street. The project exterior façade will blend in with the surrounding neighborhood and include decorative awnings and planters. Development plans include improved sidewalks in front of and to the side of the building to make the area more pedestrian friendly. Plans also include improving the building by updating and redesigning the functionality; pave and stripe the parking lot; include disability access for ordering; extend the lighting throughout the parking spaces; and new landscaping.

STATEMENT OF THE ISSSUE

The subject site has experienced prolonged blight and non-conforming uses. The proposed development will increase the size of Majestic Auto Glass operations, which would increase employment opportunities for the community. After evaluating both proposals staff recommends entering into an ENA with Oliver Alvarez of Majestic Auto

Glass for a four (4) month or One-Hundred and Twenty (120) days ENA period.

DEVELOPER PROFILE

Majestic Auto Glass has been operating at 1511 South Alameda Street; which is adjacent to the Successor Agency-owned property; for fifteen (15) years providing tax revenue, services and employment opportunities to the City during that time.

ECONOMIC BENEFITS

The proposed development will transform a blighted and underutilized area into an attractive building and walkway for the surrounding neighborhood which is largely residential. It also provides a long time Compton business owner with an opportunity to expand his operations and contribute to the revitalization that is occurring in Compton through increased employment opportunities and additional tax revenues.

FISCAL IMPACT

There is no impact to Successor Agency funds with the approval of this Resolution. On successful negotiation of a Purchase and Sale Agreement with the Purchaser, the proceeds from the sale of the property will either use the net proceeds to pay enforceable obligations or distribute net proceeds from the sale to the County Auditor Controller for distribution to the taxing entities in proportion to their shares of the base property tax. The calculation of net proceeds will consider the transaction costs incurred by the Successor Agency in marketing and selling the property.

RECOMMENDATION

Staff recommends that the Board adopt the attached Resolution.

CRAIG J. CORNWELL
EXECUTIVE DIRECTOR

RESOLUTION NO. __________

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH OLIVER ALVAREZ TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1501 SOUTH ALAMEDA STREET

WHEREAS, the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency") owns property located at 1501 South Alameda Street, Compton ("Property"); and

WHEREAS, Oliver Alvarez (Purchaser) has owned and operated Majestic Auto Glass, located at 1511 South Alameda Street; which is adjacent to the Successor Agency-owned property; for fifteen (15) years; and

WHEREAS, Purchaser desires to purchase the Successor Agency-owned property and proposes to improve the building by updating and redesigning the functionality; pave and stripe the parking lot; include disability access for ordering; extend the lighting throughout the parking spaces; new landscaping; an exterior façade that will blend in with the surrounding neighborhood, including decorative awnings, planters, new signage and improved sidewalks in front of and to the side of the building to make the area more pedestrian friendly; and

WHEREAS, the Successor Agency desires to enter into an Exclusive Negotiation Agreement with Purchaser for a period of four (4) months to work out the terms and conditions of a Purchase and Sale Agreement to consummate the sale and disposition of the subject Property at 1501 South Alameda Street; and

WHEREAS, the proposed development will transform a blighted and underutilized area into an attractive building and walkway for the surrounding neighborhood which is largely residential and also provides a long time Compton business owner with an opportunity to expand his operations and contribute to the revitalization that is occurring in Compton through increased employment opportunities and additional tax revenues; and

WHEREAS, the Los Angeles County 2nd District Oversight Board and the State Department of Finance will review any subsequent resolution for a Purchase Sale Agreement as to form and substance; and

WHEREAS, there is no impact to Successor Agency funds by this action.

NOW, THEREFORE, THE BOARD OF DIRECTORS TO THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVOPMENT AGENCY OF THE CITY OF COMPTON HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Executive Director, upon the advice and approval of Agency Counsel is hereby authorized to enter into an Exclusive Negotiation Agreement with Oliver Alvarez to work out the terms and conditions of a Purchase and Sale Agreement for the Disposition and Development of Successor Agency-owned property located at 1501 South Alameda Street for proposed development.

Section 2. That there is no negative fiscal impact to the Successor Agency Fund with the approval of this Resolution.

Section 3. That a certified copy of this Resolution shall be filed in the offices of the Executive Director, General Counsel, Agency Controller, Successor Agency, and Agency Secretary.

<u>Section 4</u>. That the Chairperson shall sign and the Secretary shall attest to the adoption of this Resolution.

ADOPTED this _____ day of ________________, 2020.

____
CHAIRPERSON OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON

ATTEST:

____
SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON

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

I, Alita Godwin, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Board, signed by the Chairman, and attested by the Secretary at the regular meeting thereof held on the _____ day of ________________, 2020.

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

AYES: **BOARD MEMBERS-**
NOES: **BOARD MEMBERS-**
ABSENT: **BOARD MEMBERS-**
ABSTAIN: **BOARD MEMBERS-**

____
SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON

EXCLUSIVE NEGOTIATING AGREEMENT

This **EXCLUSIVE NEGOTIATING AGREEMENT** (this "Agreement") is dated as of ____________, 2020 (the "Effective Date"), and is entered into, by and between the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a public body (the "Successor Agency") and **OLIVER ALVAREZ** (the "Purchaser"), collectively the "Parties."

R E C I T A L S

A. The Successor Agency owns the land in the City of Compton, State of California that is located at 1501 South Alameda Street, Compton, California, 90220 and further described in Attachment No. 1 (the "Property"); and

B. The Board of Directors of the Successor Agency has instructed staff to proceed with this Exclusive Negotiating Agreement (the "ENA") between Successor Agency and Purchaser to negotiate on an exclusive basis to establish the terms and conditions of a Purchase and Sale Agreement that would result in the sale of the Property by the Successor Agency to Purchaser and the development by the Purchaser of the Property.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The term of this Agreement shall commence on the Effective Date and shall end on the date that is four (4) months thereafter (the "ENA Period"). The Executive Director of Successor Agency shall have the authority (in the exercise of his/her sole discretion) to enter into non-substantial amendments to this ENA, including the extension of the ENA Period, provided said amendment(s) are in writing and signed by both the Executive Director and the Purchaser, and approved as to form by Agency Counsel.

2. Either party may terminate this ENA if the other party fails to comply with or perform any provisions of this ENA and fails to cure the default within ten (10) calendar days after written notice from the other party.

3. During the ENA Period, the Successor Agency shall not negotiate with any person or entity other than the Purchaser for the sale, lease or development of the Property.

4. The Purchaser shall deliver the materials and information identified on Attachment No. 2, attached hereto to the Successor Agency within the times set forth within same Attachment.

5. Throughout the ENA Period, Successor Agency staff shall be reasonably available to meet with the Purchaser to discuss the proposed Purchase and Sale Agreement.

6. The Successor Agency and Purchaser acknowledge that all applicable requirements of CEQA must be met in order to approve the Purchase and Sale Agreement and that this may require reports or analyses for CEQA purposes (collectively, the "CEQA Docs"). The Purchaser will, at its cost, fully cooperate with the Successor Agency, as the lead agency for the CEQA Docs. The CEQA Docs shall be prepared for the Purchase and Sale Agreement by the Successor Agency consultants at Purchaser's cost.

7. The Purchaser and the Successor Agency understand and agree that neither is under any obligation whatsoever to enter into a Purchase and Sale Agreement. In the event of the expiration or earlier termination of this ENA, the Successor Agency shall be free, at the Successor Agency's option, to negotiate with any persons or entities with respect to the sale, lease and/or development of the Property. In addition, the Purchaser acknowledges and agrees that the Successor Agency cannot enter into a binding Purchase and Sale Agreement unless and until the Purchase and Sale Agreement has been approved by the Oversight Board to the Successor Agency and, if required, the California Department of Finance.

8. This Agreement may not be assigned by the Purchaser without the prior express written consent of the Successor Agency, in its sole and absolute discretion.

9. Any notice, request, approval or other communication to be provided by one party to the other shall be in writing and provided by certified mail, a reputable overnight delivery service (such as Federal Express) or by email (as indicated below) and addressed as follows:

If to the
SUCCESSOR AGENCY:

Successor Agency to the Community Redevelopment Agency
of the City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Director

If to the
PURCHASER:

Oliver Alvarez
Majestic Auto Glass
1511 S. Alameda St.
Compton, California 90220
Attn: Oliver Alvarez

10. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. There are no other agreements or understandings between the Parties with respect to the subject matter hereof or any related subject and no representations by either party to the other have been made as an inducement to enter into this Agreement. All prior negotiations between the Parties are superseded by this Agreement.

11. This Agreement may not be altered, amended or modified except by a writing executed by all Parties.

12. If any party should bring any legal action or proceeding relating to this Agreement or to enforce any provision hereof, or if the Parties agree to arbitration or mediation relating to this Agreement, the party in whose favor a judgment or decision is rendered shall be entitled to recover reasonable attorneys' fees and expenses from the other, up to a limit of Ten Thousand Dollars ($10,000). Beyond this limit, each party shall bear its own attorneys' fees and costs incurred in compelling the enforcement of this Agreement. The Parties agree that any legal action or proceeding or agreed-upon arbitration or mediation shall be filed in and shall occur in the County of Los Angeles.

13. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

14. Time is of the essence of each and every provision hereof.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Signatures follow on next page

IN WITNESS WHEREOF, the Parties hereto have executed this Exclusive Negotiating Agreement as of the day and year first written above.

PURCHASER:

OLIVER ALVAREZ

____
By: Oliver Alvarez
Title: Owner Majestic Auto Glass

SUCCESSOR AGENCY:

____
By: Craig J. Cornwell
Title: Executive Director

ATTEST:

____
By: Alita Godwin, Agency Secretary

APPROVED AS TO FORM:

____
By: Damon M. Brown, General Counsel

ATTACHMENT NO. 1

EXHIBIT "A"

Legal Description of the Land

Real property in the City of Compton, County of Los Angeles, State of California, described as follows:

TR=2883 LAND DESC IN DOC 34889,010711 EX OF ST LOT 17 AND POR OF LOTS 16 AND 18.

Assessor's Parcel Number 6163-022-900.

ATTACHMENT NO. 2

MATERIALS TO BE DELIVERED BY PURCHASER

Item	Date Delivered
1. Development budget.	**30** days following the Effective Date
2. Sources and uses of funds for the development.	**45** days following the Effective Date
3. Development schedule, including key milestones.	**30** days following the Effective Date
4. Reserved	**60** days following the Effective Date
5. Bi-weekly status report on the project	Commencing 14 days following the Effective Date

ATTACHMENT NO. 3

SUCCESSOR AGENCY TASKS

1. Provide to Purchaser all written information regarding the Property (including any Phase I and Phase II environmental reports) that is in the possession of the SUCCESSOR AGENCY (to the extent not previously delivered to Purchaser) to the extent it is both material and not privileged (under the attorney-client or attorney work product privileged).

2. Obtain an appraisal of the Property in order to help determine the purchase price and deliver a copy thereof to the Purchaser.

3. Obtain a title report for the Property and deliver a copy thereof to the Purchaser.

4. Prepare and revise drafts of the Purchase and Sale Agreement to the extent reasonably permitted by the negotiations.