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**GOVERNING BODY OF THE SUCCESSOR AGENCY
AGENDA**

11/17/2020

6:00 PM

OPENING

ROLL CALL

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

NEW BUSINESS

1. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TEMPORARY LICENSE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND SANTA'S CHRISTMAS TREES FOR THE PURPOSE OF SELLING CHRISTMAS TREES ON CERTAIN AGENCY-OWNED PROPERTY LOCATED AT 2000 WEST COMPTON BOULEVARD (\$2,000)

DIRECTORS COMMENTS

ADJOURNMENT

November 17, 2020

TO: CHAIRPERSON AND BOARDMEMBERS

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 TEMPORARY LICENSE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND SANTA'S CHRISTMAS TREES FOR THE PURPOSE OF SELLING CHRISTMAS TREES ON CERTAIN AGENCY-OWNED PROPERTY LOCATED AT 2000 WEST COMPTON BOULEVARD (\$2,000)

SUMMARY

Staff is requesting the Board of Directors to authorize the Executive Director to enter into a temporary license agreement, in the amount of Two Thousand Dollars (\$2,000.00), between the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency" or "Agency") and Santa's Christmas Trees for the purpose of selling Christmas trees on certain Agency-owned properties located at 2000 West Compton Boulevard, Compton.

BACKGROUND

Over the past six (6) years, Santa's Christmas Trees has entered into temporary lease agreements with the Agency for the purpose of selling Christmas trees at the subject site located at 107 North Santa Fe Avenue. Each time, the applicant successfully complied with the terms of the temporary agreements.

STATEMENT OF ISSUE

In October 2020, the Agency received a request from Brownie Mentlow, owner of Santa's Christmas Trees, to lease certain Agency-owned properties located at 2000 W. Compton Boulevard (the "Properties") for the purpose of selling Christmas trees, commencing November 23, 2020 through December 30, 2020. Santa's Christmas Trees intends to lease the Agency's Properties for the sum of Two Thousand Dollars (\$2,000.00), payable to the Successor Agency. Additionally, the company will secure a \$1,000,000 Certificate of Insurance naming the Successor Agency and the City of Compton as additional insureds.

**Staff Report – Resolution Authorizing Temporary License
Use of Successor Agency Properties 2000 W. Compton Blvd.)
Santa's Christmas Trees
November 17, 2020**

Contingent to the transaction, the Agency has directed Santa's Christmas Trees to contact the following agencies in connection with the proposed use of the subject Properties;; the Los Angeles County Sheriff's Department to make ensure that any security plans for the event are in place; the City Attorney's Office for required insurance coverage; the City's Planning and Building Department for any permits; the City's Business License Division for all licenses and permit fees; and, the Compton Fire Department for any emergency medical assistance.

FISCAL IMPACT

The vendor, Brownie Mentlow, owner of Santa's Christmas Trees will pay the Agency \$2,000.00 for the temporary license with the intended type of use for the subject Properties.

RECOMMENDATION

Staff recommends that the Board of Directors 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 TEMPORARY LICENSE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND SANTA'S CHRISTMAS TREES FOR THE PURPOSE OF SELLING CHRISTMAS TREES ON CERTAIN AGENCY-OWNED PROPERTY LOCATED AT 2000 WEST COMPTON BOULEVARD (\$2,000)

WHEREAS, the Successor Agency has received a request from Brownie Mentlow, owner of Santa's Christmas Trees, to lease certain Agency-owned property at 2000 West Compton Boulevard (the "Property") for the purpose of selling Christmas trees from November 23, 2020 to December 30, 2020; and

WHEREAS, Santa's Christmas Trees proposes to lease the Property for the sum of Two Thousand Dollars (\$2,000.00) payable to the Successor Agency. Additionally, the company will obtain a \$1,000,000 Certificate of Insurance naming the Successor Agency and the City of Compton as additional insureds; and

WHEREAS, contingent to the transaction, the Agency has directed Santa's Christmas Trees to contact the following agencies in connection with the proposed use of the subject Property: the Los Angeles County Sheriff's Department to make ensure that any security plans for the event are in place; the City Attorney's Office for required insurance coverage; the City's Planning and Building Department for any permits; the City's Business License Division for all licenses and permit fees; and the Compton Fire Department for any emergency medical assistance; and

WHEREAS, the Agency desires to enter into a temporary license agreement with Santa's Christmas Trees to use certain Successor Agency-owned property located at 2000 W. Compton Boulevard for the purpose of selling Christmas trees at the subject Property for the period of November 23, 2020 through December 30, 2020 for the sum of \$2,000.00.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. That the Executive Director, upon the advice and approval of the Agency General Counsel is hereby authorized to enter into a temporary license agreement with Santa's Christmas Trees to lease certain Agency-owned property located at 2000 West Compton Boulevard, Compton, California 90220 for the sum of Two Thousand Dollars (\$2,000.00) for the purpose of selling Christmas trees for the period of November 23, 2020 through December 30, 2020.

Section 2. That the vendor, Brownie Mentlow, owner of Santa's Christmas Trees will pay the Agency \$2,000.00, for the temporary license, in addition to complying with all conditions attendant to the temporary use of the subject Property.

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

Section 4. 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 Chairperson, and attested to 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: DIRECTORS-
NOES: DIRECTORS-
ABSENT: DIRECTORS-
ABSTAIN: DIRECTORS-

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

**LICENSE AGREEMENT
BETWEEN
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON
AND
SANTA'S CHRISTMAS TREES**

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") dated _____ is entered into 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 (hereinafter referred to as "Licensor") located at 205 South Willowbrook Avenue, Compton, California 90220, and **SANTA'S CHRISTMAS TREES** (hereinafter referred to as "Licensee") located at 421 West Almond Street, Compton, California 90220.

W I T N E S S E T H:

WHEREAS, Licensor is the owner of the lands commonly known as 2000 West Compton Boulevard, Compton, California 90220 (the "Property");

WHEREAS, Licensee has requested the limited right to enter upon the Property for the limited purpose of selling Christmas trees (the "Activities") for the period commencing November 23, 2020 through December 30, 2020;

WHEREAS, Licensor has agreed to grant to Licensee, and Licensee has agreed to accept from Licensor, a limited, non-exclusive, revocable license to enter upon the Property to conduct the Activities in accordance with and subject to the terms and provisions of this Agreement;

WHEREAS, Licensor and Licensee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Activities and Licensee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee do hereby covenant and agree as follows:

1. Term. The term of this Agreement shall be for the period of thirty-eight (38) days commencing on November 23, 2020 and shall expire

on December 30, 2020. This Agreement shall automatically terminate upon its expiration and Licensee hereby waives any and all rights to relocation benefits under California law upon the expiration or earlier termination of this Agreement.

2. Fee. The license fee for this Agreement shall be Two Thousand Dollars (\$2,000.00) payable to the Successor Agency – City of Compton.

3. Use. Licensee may use the Property only for the Activities and for no other use or purpose.

4. No Improvements or Hazardous Substances. Licensee shall not construct any improvements on the Property or bring onto or use any hazardous substances on the Property without the prior written consent of Licensor.

5. Removal of Personal Property. Upon the expiration or earlier termination of this Agreement, Licensee shall remove all of its personal property from the Property and restore the Property to its condition as of the date hereof.

6. Damage; Indemnity. Licensee expressly agrees as follows: (i) any Activities by or on behalf of Licensee, including, without limitation, the entry by Licensee or Licensee's officers, members, employees, agents or contractors (collectively, "Licensee's Designees") onto the Properties in connection with the Activities, shall not damage the Property in any manner whatsoever, (ii) in the event the Property are damaged, altered or disturbed in any manner in connection with the Activities, Licensee shall return the Property to the condition existing prior to the Activities, and (iii) Licensee, to the fullest extent allowed by law, shall indemnify, defend and hold Licensor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever, including, without limitation, attorneys' fees and expenses and court costs suffered, incurred or sustained by Licensor as a result of, by reason of, or in connection with the Activities or the entry by Licensee or Licensee's Designees onto the Property (including, without limitation mechanics liens). The indemnification and defense obligations of Licensee contained herein shall survive the expiration or earlier termination of this Agreement.

7. Permits and Licenses. Licensee, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of this Agreement.

8. Insurance. Licensee shall procure and maintain, at its own expense and during the term of this Agreement, a policy of commercial

General Liability insurance issued by an insurer reasonably satisfactory to Licensor covering each of the Activities with limits of liability of not less than \$1,000,000.00 per occurrence and Automobile insurance with a limit of liability of not less than \$1,000,000 for each accident. Licensee shall deliver to Licensor Certificate(s) of Insurance evidencing that such insurance is in full force and effect, and evidencing that Licensor and the City of Compton has been named as an additional insureds thereunder with respect to the Activities, prior to entering the Properties. Additionally, in accordance with the provisions of

Section 3700 of the Labor Code, Licensee shall be insured against liability for Workers' Compensation or to undertake self-insurance in compliance with that Code.

9. Successors. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

10. Limitations. Licensor does not hereby convey to Licensee any right, title or interest in or to the Property, but merely grants the specific and limited contractual rights and privileges hereinabove set forth.

11. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be deemed given as of the time of hand delivery to the addresses set forth below, or if sent by United States registered or certified mail, postage prepaid, return receipt requested or nationally recognized overnight mail service (i.e., FedEx), on the date of actual delivery. Unless notice of a different address has been given in accordance with this section, all such notices shall be addressed as follows:

If to Licensor, to:

Successor Agency of the City of Compton
205 S. Willowbrook Avenue
Compton, California 90220
Attn: Craig J. Cornwell

If to Licensee, to:

Santa's 'Christmas Trees
421 West Almond Street
Compton, California 90220
Attn: Brownie Mentlow

12. Assignment. This Agreement may not be assigned by Licensee, in whole or in part.

13. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Furthermore, executed counterparts of this Agreement may be delivered by emails of .pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party. Notwithstanding the foregoing, each party delivering executed documents by email agrees to provide the other party with an original, hard copy of the relevant signed documents promptly after the request of the other party.

15. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

16. Miscellaneous. As part of this Agreement, Licensor has directed Licensee to contact the following agencies in connection with the proposed use of the Properties prior to the commencement of the Activities: (i) the Los Angeles County Sheriff's Department to ensure that any security plans for the event are in place; (ii) the City Attorney's Office; (iii) the City's Building and Safety for any applicable permits; (iv) the City's Business License Division for all applicable licenses and permit fees; and (v) the Compton Fire Department for any emergency medical assistance, if needed.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and sealed, on the day and year first written above.

SANTA'S CHRISTMAS TREES

"LICENSEE"

Dated: _____

By: _____
Brownie Mentlow, Owner

**SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE
CITY OF COMPTON
"LICENSOR"**

Dated: _____

By: _____
Craig J. Cornwell, Executive Director

Approved as to form:

By: _____ **Dated:** _____
Damon M. Brown, General Counsel

ATTEST:

Dated: _____

By: _____
**Alita Godwin, Secretary to the
Successor Agency Board**