

NOTICE

The Urban Community Development Commission (UCDC) was established by Ordinance August 15, 1975 to function as the governing body of the Community Redevelopment Agency. Its purpose is to aid in planning and implementing projects in the City of Compton. 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.

URBAN COMMUNITY DEVELOPMENT COMMISSION AGENDA

**Tuesday, September 09, 2008
2:50 PM**

WORKSHOP(S)

HEARING(S)

OPENING

ROLL CALL

APPROVAL OF MINUTES

ORAL AND WRITTEN COMMUNICATION

EXECUTIVE SECRETARY'S REPORT

1. REQUEST THAT THE URBAN COMMUNITY DEVELOPMENT COMMISSION DIRECT GENERAL COUNSEL TO INVESTIGATE ANY AND ALL REAL ESTATE TRANSACTIONS ENTERED INTO BETWEEN THE URBAN COMMUNITY DEVELOPMENT COMMISSION AND LONG TERM CARE AFFORDABLE HOUSING CORPORATION, LONG TERM CARE HOUSING CORPORATION AND ALAMEDA COURT, LLC. AND TO TAKE ANY NECESSARY LEGAL RECOURSE

UNFINISHED BUSINESS

NEW BUSINESS

2. A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION APPROVING A LEASE AGREEMENT WITH THE CITY OF COMPTON AND THE COMPTON LOCAL HOUSING AUTHORITY
3. A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF DEL TERRA GROUP, TO PROVIDE PROJECT MANAGEMENT TRACKING, AND MONITORING SERVICES TO FACILITATE IMPLEMENTATION OF HOUSING AND REDEVELOPMENT PROGRAMS IN THE CITY OF COMPTON

AUDIENCE COMMENTS

COMMISSION COMMENTS

ADJOURNMENT

September 9, 2008

TO: CHAIRMAN AND COMMISSIONERS

FROM: EXECUTIVE SECRETARY

SUBJECT: REQUEST THAT THE URBAN COMMUNITY DEVELOPMENT COMMISSION DIRECT GENERAL COUNSEL TO INVESTIGATE ANY AND ALL REAL ESTATE TRANSACTIONS ENTERED INTO BETWEEN THE URBAN COMMUNITY DEVELOPMENT COMMISSION AND LONG TERM CARE AFFORDABLE HOUSING CORPORATION, LONG TERM CARE HOUSING CORPORATION AND ALAMEDA COURT, LLC. AND TO TAKE ANY NECESSARY LEGAL RECOURSE

SUMMARY

Staff is requesting that the Urban Community Development Commission direct General Counsel to investigate any and all real estate transactions entered into between the Urban Community Development Commission and Long Term Care Affordable Housing Corporation, Long Term Care Housing Corporation and Alameda Court, LLC.

BACKGROUND

The Los Angeles Times has recently reported that Tyrone Freeman, president of the Los Chapter of Service Employees International Union is currently under investigation for improper payments made through his union as well as through his non-profit organizations. One of the non-profits that he is purported to be affiliated with is Long Term Housing Corporation. The U.C.D.C. has entered into real estate transactions with this non-profit in the past.

It is staff's recommendations that UCDC direct General Counsel to investigate all real estate transactions concerning Long Term Housing Corporation and any affiliate companies to ensure that the UCDC have not been victimized by any misrepresentations or fraudulent actions by Long Term Care Housing Corporation. In event, that the investigation reveals any improprieties, General Counsel should be directed to take any necessary legal recourse.

RECOMMENDATION

That the request be approved

KOFI SEFA-BOAKYE
DIRECTOR OF REDEVELOPMENT

CHARLES EVANS
EXECUTIVE SECRETARY

September 9, 2008

TO: HONORABLE CHAIRMAN AND COMMISSIONERS

FROM: EXECUTIVE SECRETARY

SUBJECT: A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSIONY APPROVING A LEASE AGREEMENT WITH THE CITY OF COMPTON AND THE COMPTON LOCAL HOUSING AUTHORITY

BACKGROUND

The United States Department of Housing and Urban Development (HUD, requires evidence of a lease agreement when utilizing rental space to conduct the Section 8 Housing Choice Voucher Program. Such documentation to support evidence will be provided to HUD financial analyst during annual audits. The Sum of Thirty Five Thousand Dollars (\$35, 000) will be paid for annual rental fee, beginning July 1, 2008 and concluding June 30, 2009. The location of the Section 8 Housing Choice Voucher Program will be at 600 North Alameda Street, Room numbers 17, 18, 19, 21, 29, 30, 31, 32, and 33, Server room, and Supply closet, Compton California 90221.

STATEMENT OF THE FACT

The Local Housing Authority of the City of Compton was established pursuant to the Laws of the State of California. The Authority is authorized to transact business and exercise those powers within its area of operation as defined by said Laws. The purpose of the Local Housing Authority is to carry out housing and housing related activities in support of low-income families.

FINANCIAL IMPACT

There is no fiscal impact to the General Fund. The total amount will not exceed Thirty Five Thousand Dollars (\$35, 000). Funds are available in the LHA's 2008/2009 fiscal year budget in account number 2820-790-000-4286.

RECOMMENDATION

It is recommended that the Urban Community Development Commission adopt the attached resolution approving a Lease Agreement by and between the City of Compton and the Local Housing Authority of the City of Compton.

HARRIETH ROBINSON-BLUE
HOUSING DIRECTOR

CHARLES EVANS
EXECUTIVE SECRETARY

RESOLUTION NO. _____

A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION APPROVING A LEASE AGREEMENT WITH THE CITY OF COMPTON AND THE COMPTON LOCAL HOUSING AUTHORITY

WHEREAS, the United States Department of Housing and Urban Development has executed a Consolidated Annual Contribution Contract (CACC) Section 8 Housing Choice Voucher Program with the Compton Local Housing Authority; and

WHEREAS, the Urban Community Development Commission finds that the housing program the Housing Authority administers are advantageous and necessary for unemployed and underemployed residents of the City to achieve safe, decent, sanitary, and affordable accommodations; and

WHEREAS, the Urban Community Development Commission of the City of Compton does hereby agree to lease additional office space to the Compton Local Housing Authority should it become necessary during the term of this Lease Agreement; and

WHEREAS, the Lease Agreement is for office space located at 600 North Alameda Street, Compton, California 90221; and

WHEREAS, the Urban Community Development Commission and the Compton Local Housing Authority have mutually agreed to said Lease; and

WHEREAS, the sum of Thirty Five Thousand Dollars (\$35,000) is for the period beginning 7/1/08 and concluding 6/30/09 will be paid for annual rental fees.

NOW, THEREFORE, THE URBAN COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Urban Community Development Commission does hereby enter into a Lease Agreement with the Compton Local Housing Authority for the office space at 600 North Alameda Street, Room Numbers 17, 18, 19,21, 29, 30, 31, 32, and 33, Server room and Supply closet.

Section 2. That if it becomes necessary to lease additional office space within the 2008-2009 fiscal year, the Executive Secretary may do so with the approval of the City Attorney.

Section 3. That the Executive Secretary is authorized to execute this Lease Agreement retroactive to July 1, 2008.

Section 4. That the annual rental fee of Thirty Five Thousand Dollars (\$35,000) is agreed upon for the period 7/1/2008 through 6/30/2009.

Section 5. That the funds are appropriated in the City's 2008/2009 fiscal year budget in account number 2820-790-000-4286.

Section 6. That a certified copy of this resolution shall be filed in the offices of the Executive Secretary, City Attorney, City Controller and Local Housing Authority.

RESOLUTION NO. _____
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Section 7. That the Chairman shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2008.

**CHAIRMAN OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

ATTEST:

**CLERK OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

**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 Commission, signed by the Chairman, and attested by the Clerk at a regular meeting thereof held on the _____ day of _____, 2008.

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

**AYES: COMMISSIONERS -
NOES: COMMISSIONERS -
ABSENT: COMMISSIONERS -
ABSTAIN: COMMISSIONERS -**

**CLERK OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

#2.

LEASE AGREEMENT BETWEEN THE
CITY OF COMPTON
AND
COMPTON LOCAL HOUSING AUTHORITY

This **LEASE AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**LESSOR**") and the **COMPTON LOCAL HOUSING AUTHORITY** (hereinafter referred to as "**LESSEE**").

WITNESSETH:

Section 1. PREMISES. The **LESSOR**, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the **LESSEE** and upon the following terms and conditions, hereby leases to the **LESSEE**, and the **LESSEE** hereby hires and takes of and from the **LESSOR**, identifiable space within those certain Premises situated in the City of Compton, County of Los Angeles, State of California, more particularly described as:

City of Compton Neighborhood Center
600 North Alameda Street, Compton, California 90221

Rooms 17, 18, 19, 21, 29, 30, 31, 32 and 33
Server room and Supply closet

The Premises are as outlined herein, together with:

- a. All improvements thereon and appurtenances thereto; and
- b. The continuous and uninterrupted right of **LESSEE** and sublessees and licensees, and their respective officers, employees, business invitees, customers and patrons, of access to and from the Premises over and across any part(s) of **LESSOR'S** adjacent property which is not a part of the Premises for any purpose related to the use and enjoyment of the Premises;

but reserving and excepting to **LESSOR or LESSOR'S** authorized agents free access to the Premises at all reasonable times for the purpose of inspection or for making necessary alterations, improvements or major repairs.

Section 2. TERM. The term of this Lease shall commence on **July 1, 2008** and terminate on **June 30, 2009**.

Section 3. RENT. The **LESSEE** shall pay to **LESSOR** as rent for said Premises during the term hereof the sum of **Two Thousand Nine Hundred Sixteen Dollars and Sixty-Six Cents (\$2,916.66)** per month, for a total annual lease amount of **Thirty Five Thousand Dollars (\$35,000.00)**. Rental payments shall be due in advance on the first day of each and every month of the term hereof. When the first

day of any month falls on a non-workday of the City of Compton, the rental payment for each such month shall be paid by the business day prior to said non-workday of the City of Compton.

Section 4. USE OF PREMISES. **LESSEE** is entitled to use the Premises for the following purpose:

Administration of the Local Housing Authority

LESSEE may not use the Premises for any other purpose without the prior written consent of the **LESSOR**.

Section 5. DELIVERY OF PREMISES. If **LESSOR**, for any reason, cannot deliver the Premises described above to **LESSEE** at the commencement of the term hereof, **LESSOR** shall not be liable to **LESSEE** for any loss or damage resulting therefrom and **LESSEE** at **LESSEE's** option, may declare this Agreement to be null and void and all money paid to **LESSOR** shall thereupon be refunded to **LESSEE**.

Section 6. UTILITIES AND OTHER SERVICES. **LESSOR** agrees to furnish the following utilities and services at **LESSOR'S** expense during normal business hours:

- a. Electricity for normal lighting and power for office use.
Special or additional electrical requirements over and above the standard for general office uses will be charged directly to **LESSEE** provided such additional power could be separately metered.
- b. Heating/Cooling.
- c. Hot and cold water.
- d. Routine maintenance.
- e. Painting of interior of Premises as reasonably needed.

LESSOR shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of said utilities and services due to any cause whatsoever, other than **LESSOR'S** gross negligence, and no temporary interruption or failure of such utilities and services shall be deemed an eviction of **LESSEE** or relieve **LESSEE** from any of **LESSEE'S** obligations under this Lease Agreement.

Section 7. ASSIGNMENT AND SUBLETTING. **LESSEE** agrees not to sublet the whole or part of the Premises nor to assign the Lease without in each case first securing the written consent of the **LESSOR**. Any attempted assignment or subletting of this Lease without the written consent of the **LESSOR** constitutes fraud and shall be null and void.

Section 8. ALTERATIONS AND ADDITIONS. **LESSEE** agrees not to make any alterations or additions in or on the Premises without first securing the

#2.

written consent of the **LESSOR**. **LESSEE** further agrees to make such alterations only at such time as is agreeable to the **LESSOR**. **LESSEE** shall construct **LESSEE'S** improvements at its sole cost and expense, subject to review by **LESSOR** of plans and specifications and **LESSOR'S** consent.

LESSOR agrees that except for structural alterations, the **LESSEE** may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, trade fixtures, including machinery, equipment, furnishings and all other personal property placed or installed in or upon the Premises by the **LESSEE** or under its authority. Any personal property, trade fixtures, alterations, improvements or additions not removed by **LESSEE** within thirty (30) days after the end of the term shall automatically become the property of **LESSOR**.

LESSEE shall repair any damage to the Premises caused by **LESSEE'S** removal of its personal property, trade fixtures, alterations, improvements or additions.

Section 9. REPAIRS AND MAINTENANCE. **LESSEE** agrees to repair and maintain at its own expense the interior of the Premises leased and to return said Premises to **LESSOR** in as good order, repair and condition as the same were in at the commencement of this Lease; damage caused by fire and items covered by extended coverage insurance, unavoidable casualty, reasonable wear and tear, and **LESSOR'S** failure to repair excepted. Any equipment, facilities or fixtures shall, at **LESSEE'S** sole expense, be kept, repaired, maintained, replaced or added to, at all times by **LESSEE** in good order and in sanitary and safe condition and repair and in accordance with all governmental requirements and insurance requirements.

Section 10. INSURANCE. **LESSEE** shall furnish certificates substantiating the fact that it has taken out the specified insurance for the term covered by this Lease, or any extension or holdover period thereof, with an insurance carrier acceptable to the **LESSOR** under forms satisfactory to the **LESSOR**. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to **LESSOR**. Each certificate shall include an endorsement page naming **LESSOR** as *"additional insured."*

LESSEE shall present proof of required insurance coverage to **LESSOR** on or before the effective date of this Lease. The **LESSEE** shall not occupy the Premises until the **LESSOR** has received and approved the required certification for the following policies:

- a. Workman's Compensation Insurance to cover employees of the **LESSEE** as required by the Labor Code of the State of California.
- b. General liability insurance insuring against any and all claims and risk for injury to or death of persons and loss of or damage to property occurring upon, in or about the Premises with minimum limits of **One Million Dollars (\$1,000,000.00)** for each occurrence.

LESSEE shall be solely responsible for securing any other and additional insurance that **LESSEE** deems necessary relating to any of **LESSEE'S** furniture, equipment or other personal property maintained by **LESSEE** at the Premises.

Section 11. DAMAGE OR DESTRUCTION. **LESSOR** agrees that should the Premises be so badly damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them wholly unfit for **LESSEE'S** occupancy, then this Lease shall be terminated immediately upon the happening of any such event, whereupon **LESSEE** shall surrender the Premises and shall not be liable for any further rental and **LESSOR** shall return any unearned rent paid in advance by **LESSEE** calculated at a daily rate based on the regular yearly rental.

In event of any lesser damage by such cause, **LESSOR** may restore the Premises to the condition it was in immediately prior to the event causing the damage, and the rental shall abate in proportion to the area not used by **LESSEE** during the period of restoration. If **LESSOR** should fail to pursue said restoration work with reasonable diligence to completion, **LESSEE** at its sole option may surrender the Premises and shall not be liable for any further rental under this Lease.

LESSOR shall not be in any way or to any extent liable for any loss or damage to any property at any time or within said leased premises, whether occasioned by fire or water or gas which may come or be therein or from any other cause whatsoever.

Section 12. CONDEMNATION. Should the **LESSEE** be required to vacate the Premises, it will not be eligible for relocation payments or other assistance under the Uniform Relocation Assistance Act or HUD regulation. The **LESSEE** waives any and all rights to relocation benefits as specified in the Uniform Relocation Assistance Act of 1970 by its signature here:

By: _____

Section 13. DEFAULT. **LESSEE** agrees that if default shall be made in the payment of rent in the manner herein provided or in any of the covenants or agreements herein contained on the part of the **LESSEE** to be kept and performed, it shall be lawful for the **LESSOR** to declare said term ended and to terminate this Lease upon the giving of thirty (30) days written notice. In addition thereto, **LESSOR** shall have such other rights or remedies as may be provided for by law.

Section 14. HOLDING OVER. In case **LESSEE** holds over beyond the term herein provided with the consent, express or implied, of the **LESSOR**, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease, but shall not be a renewal hereof, and the rent to be paid therefore shall be at the rate **prevailing** under the terms of this Lease.

Section 15. CANCELLATION PROVISION. **LESSEE** and **LESSOR** shall each, alone, have the right to cancel this Lease, with or without cause, before its

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scheduled termination date provided that the canceling party has provided a sixty (60) day written notice of the intent to cancel to the other party.

Section 16. **LESSOR'S ACCESS.** **LESSEE** agrees to permit the **LESSOR** or **LESSOR'S** authorized agents free access to the Premises at all reasonable times for the purpose of inspection and making such alterations, improvements, additions or repairs to the Premises or to the building as necessary.

Section 17. **DISCRIMINATION.** The **LESSEE** herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or through it that this Lease is made, accepted and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, the leasing, subleasing, transferring, use, occupancy, tenure, enjoyment of the Premises herein leased nor shall the **LESSEE** itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises herein leased.

Section 18. **NOTICES.** Any notices required or permitted under this Lease shall be effective when delivered in person; and effective two (2) business days after delivery by facsimile transmission; and effective five (5) business days after mailing by U.S. Mail, postage prepaid and properly addressed to the **LESSOR** at:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager**

and to the **LESSEE** at:

**Compton Local Housing Authority
600 North Alameda Street
Compton, California 90221
Attn: Director**

Section 19. **INDEMNIFICATION.** **LESSEE** shall indemnify and save harmless the **LESSOR**, its officials, officers, employees, agents and volunteers (collectively hereafter the "Lessor"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the **LESSOR** from any and all liability and expense, including 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 in any way resulting from or arising out of **LESSEE**, its employees, contractors, agents or invitees use of the Premises, or from conduct of **LESSEE**, its employees, contractors, agents or invitees

practice or business from any activity, work or things done, permitted or suffered by **LESSEE** in or about the premises, or from the negligent or intentional acts or omissions of **LESSEE**, its employees, contractors, agents or invitees.

Section 20. ENTIRE AGREEMENT. This Lease contains the entire agreement of **LESSOR** and **LESSEE**. There are no agreements, terms, conditions or obligations other than those set forth herein. This Lease shall supersede all previous communications, representations or agreements, either verbal or written between **LESSOR** and **LESSEE**. This agreement may be modified only by written agreement signed by both **LESSOR** and **LESSEE**.

IN WITNESS WHEREOF, LESSEE has executed this Lease and the **LESSOR**, by its City Manager/Executive Secretary, who is authorized to do so, has executed this Lease.

**COMPTON LOCAL HOUSING AUTHORITY
LESSEE**

Dated: _____

By _____
Harrieth Robinson
Housing Director

**CITY OF COMPTON/URBAN COMMUNITY
DEVELOPMENT COMMISSION
LESSOR**

Dated: _____

By _____
**City Manager, City Manager/
Executive Secretary**

Approved as to form:

Craig Cornwell
City Attorney

By _____
Deputy City Attorney

Dated: _____

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ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Housing Authority**

RESOLUTION TITLE: **A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION APROVING A LEASE AGREEMENT WITH THE CITY OF COMPTON AND THE COMPTON LOCAL HOUSING AUTHORITY**

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

September 9, 2008

TO: CHAIRMAN AND COMMISSIONERS

FROM: EXECUTIVE SECRETARY

SUBJECT: A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF DEL TERRA GROUP TO PROVIDE PROJECT MANAGEMENT, TRACKING AND MONITORING SERVICES TO FACILITATE IMPLEMENTATION OF HOUSING AND REDEVELOPMENT PROGRAMS IN THE CITY OF COMPTON

SUMMARY

Requesting the Commission to accept the proposal of Del Terra Group to provide project management, tracking, monitoring and other consulting supporting services for the Community Redevelopment Agency.

BACKGROUND

The Community Redevelopment Agency (Agency) is in the midst of major revitalization activities involving provision of homeownership opportunities, carrying out land acquisition and assembly for preferred uses, creating pocket parks to enhance neighborhood outlook. In order to ensure efficient delivery of these multifaceted services within schedule and within budget, the Agency has determined a need for a full-service consulting firm to complement Agency's project management responsibilities including but not limited to monitoring, scheduling and tracking of these projects.

STATEMENT OF THE ISSUE

Over the past several months, the Agency has reviewed the qualifications of various consultants specialized in the field of project management, monitoring, tracking and scheduling of redevelopment programs and projects. Consulting firms contacted include: NAI Capital Real Estate Consulting Services as well as Alliance Services Group Inc.

Upon extensive review of submitted proposals, the Agency has determined that Del Terra Group, a Project Management consulting firm is uniquely qualified with track record to develop Project Management and Tracking system that would enable the Agency to effectively and efficiently manage and fast track redevelopment projects within schedule and budget.

Del Terra's list of clients in the Project Management field includes City of Rosemead, City of Whittier, Bassett Unified School District; Compton Unified School District; Garvey School District Hacienda-La Puente Unified School District and Los Angeles City College (See

#3.

Attached). The cost for the design and installation of the project management software program is estimated at \$55,000.00

FISCAL IMPACT

Funds not to exceed \$55,000 are available in the Agency's 2008/2009 Fiscal Year Budget Account Number 1200-80-0000-4262.

RECOMMENDATION

Staff recommends that the Commission approve the attached resolution accepting Del Terra Consulting Services to design and install project management software to assist the Agency in tracking redevelopment programs and projects.

**KOFI SEFA-BOAKYE
DIRECTOR OF REDEVELOPMENT**

**CHARLES EVANS
EXECUTIVE SECRETARY**

RESOLUTION NO. _____

A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF DEL TERRA GROUP, TO PROVIDE PROJECT MANAGEMENT TRACKING, AND MONITORING SERVICES TO FACILITATE IMPLEMENTATION OF HOUSING AND REDEVELOPMENT PROGRAMS IN THE CITY OF COMPTON

WHEREAS, the Community Redevelopment Agency of the City of Compton (the "Agency") is carrying out the Redevelopment Plan for the Compton Redevelopment Project Area, as merged and amended by Ordinance No. 2,114 adopted by the City Council on November 16, 2004; and

WHEREAS, the Agency is assembling land for smart growth developments; developing pockets parks to enhance aesthetic outlook of the community; providing homeownership opportunities through down payment assistance programs; and promoting housing rehabilitation programs.; and

WHEREAS, the Agency desires to select a consulting firm to provide project management services in connection with implementation of housing and redevelopment programs for the Agency; and

the Agency is in receipt of a proposal from Del Terra Group to provide project management services in connection with implementation of housing and redevelopment programs for the Agency; and

WHEREAS, the Agency has determined that selection of Del Terra Group to design and install project management and tracking system for the sum of \$55,000.00 is in the best interest of the Agency; and

WHEREAS, funds for this project are available in account number 1200-80-0000-4262.

NOW, THEREFORE, THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Executive Secretary is hereby authorized to accept the proposal of Del Terra Group to provide project management services for the Agency in the amount not to exceed \$55,000.00.

Section 2. That funds for this project are available in account number 1200-80-0000-4262.

Section3. That the Executive Secretary is hereby authorized to execute the necessary agreements to finalize contract execution

Section 4. That a certified copy of this resolution shall be filed in the offices of the Executive Secretary, City Attorney, City Controller, Community Redevelopment Agency, and Clerk.

Section 5. That the Chairman shall sign and the Clerk shall attest to the adoption of this resolution.

Resolution No. _____
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ADOPTED this _____ day of _____, 2008.

**CHAIRMAN OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

ATTEST:

**CLERK OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

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

I, Alita Godwin, Clerk of the Urban Community Development Commission of the City of Compton, hereby certify that the foregoing resolution was adopted by the Commission, signed by the Chairman, and attested by the Clerk at the regular meeting thereof held on the _____ day of _____, 2008.

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

AYES: **COMMISSIONERS -**
NOES: **COMMISSIONERS -**
ABSENT: **COMMISSIONERS -**
ABSTAIN: **COMMISSIONERS -**

**CLERK OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**



13181 Crossroads Pkwy North, Ste 200
City of Industry, CA 91746

Phone: 626.839.9300
Fax: 626.839.9307

June 30, 2008

Mr. Kofi Sefa - Boakye
Director, Community Redevelopment Agency
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Dear Mr. Sefa-Boakye,

Del Terra Group (**Del Terra**) is proud to present our Proposal of Services to the City of Compton's Community Redevelopment Agency. Del Terra is a full-service Management and Consulting firm specializing in municipalities and public agencies throughout California. Del Terra's extensive experience with Public Works and publicly funded construction and infrastructure projects makes Del Terra an excellent choice to assist the City of Compton's Redevelopment Agency in managing the various Projects in various levels of negotiations and development.

Our firm has been recognized as an industry leader by many agencies and professional organizations. Del Terra's consistent performance and deliverables for our clients is the cornerstone of our success. In Del Terra's fourteen (14) years of managing Public Works projects, we have developed invaluable experience and lessons-learned. With this experience, Del Terra has the understanding and capabilities to fully comprehend the benefits and risks of various types of projects and contracts.

Del Terra's proposes to provide the Community Redevelopment Agency with Consulting and Support Services. The services Del Terra proposes are listed herein. If you should have any questions or require additional information please feel free to contact me at your earliest convenience.

Sincerely,

Luis D. Rojas
President & CEO

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COVER LETTER

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SECTION B: PROPOSED FEE

SECTION C: HOURLY RATE SCHEDULE

Community Redevelopment Agency Support Services

Based on the scope of services required by the city of Compton's Community Redevelopment Agency, Del Terra is prepared to provide a Project Management Tracking and Scheduling control program.

1. Tracking and Scheduling Control Program of Redevelopment Projects

The Tracking and Scheduling control program (TSCP) will be developed by Del Terra for the City of Compton's Community Redevelopment Agency. The TSCP will enable the Agency to efficiently and effectively monitor the status of all Redevelopment contracts and projects.

The Agency has a various Redevelopment projects at various levels of negotiations, contract development and build-out. Del Terra will create a control program that will enable the Agency's management to concisely monitor all the pertinent Redevelopment projects from commencement of negotiations through eventual build-out.

All relevant data, as defined by the Agency, will be uniquely categorized and controlled for various levels of monitoring and reporting. Specific Report formats will be contemplated and pre-defined per Agency direction.

The Team will be responsible to evaluate the various Proposed Projects being negotiated or planned by the City. Del Terra understands that the scope of proposed services shall be to Identify, Track and Monitor:

- Project Name
- Project Type
- Developer
- Consultant
- Project Location
- Project Status
- Potential Benefits to the City
- Agency Financing Obligations
- Developer Financing Obligations
- Project's Schedule
- Milestones

2. Monitoring Support Services of Redevelopment Projects

Due to the extensive level of Projects the Community Redevelopment Agency has at various levels of negotiations, contract development and build-out, Del Terra proposes to provide Support Services in the area of Monitoring and Reporting of existing and new Redevelopment projects. The Projects may be at various levels of negotiations, e.g. Exclusive Negotiating Agreements (ENA) and Development and Disposition Agreements (DDA).

Del Terra will provide support and consulting services to the City to ensure that the Projects comply to the terms as specified in their respective ENA's and DDA's. Further, Del Terra will provide services to properly monitor and report the status of the Projects to City management.

3. Management and Oversight of Land Assemblage

City is in the process of a large Redevelopment effort throughout the City of Compton. Various steps must be followed in order to ensure proper procedure and process in the Assembly of properties is adhered, such as:

- Property Identification
- Property Valuation and Analysis
- Acquisition Approach
- Relocation, as necessary
- Demolition

Del Terra proposes to provide consulting services in order to expedite and effectively implement the procedures to Assemble properties, as identified above. Del Terra shall provide the staffing and expertise to assist the City of Compton's Community Redevelopment Agency in the tracking, monitoring and follow up of the procedures required for the Assembly of Properties.

4. Residential Rehabilitation Program - Inspection Services

City of Compton provides a successful Residential Rehabilitation Program for homeowners throughout the city. Homeowners are responsible for contracting with licensed General Contractors, as long as they meet the Community Development Departments requirements, to provide the improvements and rehabilitation of their properties, funded through the City of Compton. The city has the obligation to ensure that the various improvements and rehabilitation efforts are performed appropriately and within city ordinances and regulations. The Community Redevelopment department is responsible for the inspections of such repairs and improvements.

Del Terra proposes to provide Inspection Services of the repairs and improvements of the Rehabilitation projects funded by the City of Compton's Residential Rehabilitation Program. The Inspection Services shall be provided by Del Terra staff on an On-Call basis.

5. First Time Homebuyers Program - Support Services

The City provides a thriving First Time Homebuyers Program for potential new homeowners throughout the City. Due to the high response of interested First Time Homebuyers, the Community Redevelopment Agency has been inundated with potential applicants. Del Terra proposes to provide Support Services on an As-Needed, On-Call basis to assist in the documentation and processing of applications.

6. Grant Writing Services

Del Terra is prepared to provide the necessary Grant Writing services in order for the City of Compton to identify and acquire external funding for the various City programs. Del Terra will provide Grant Writing services on an On-Call, As-Needed basis.

Proposed Fee

Task	Description	Amount
Task No. 1	Tracking and Scheduling Control Program of Redevelopment Projects	\$55,000. System and Program modifications are additional.
Task No. 2	Monitoring Support Services of Redevelopment Projects	Time & Material, see Hourly Rate Schedule
Task No. 3	Management and Oversight of Land Assemblage	Time & Material, see Hourly Rate Schedule
Task No. 4	Residential Rehabilitation Program - Inspection Services	Time & Material, see Hourly Rate Schedule
Task No. 5	First Time Homebuyers Program - Support Services	Time & Material, see Hourly Rate Schedule
Task No. 6	Grant Writing Services	Time & Material, see Hourly Rate Schedule

#3.



Hourly Rate Schedule

POSITION/CLASSIFICATIONS	RATE
Principal	\$ 180.00
Project Executive	\$ 165.00
Director	\$ 160.00
Senior Project Manager	\$ 152.00
Project Manager	\$ 140.00
Construction Manager	\$ 125.00
Design Manager	\$ 125.00
Estimator	\$ 120.00
Scheduler	\$ 110.00
Field Superintendent	\$ 100.00
Assistant Project Manager	\$ 96.00
Assistant Construction Manager	\$ 92.00
Field Engineer	\$ 80.00
Accounting	\$ 70.00
Project Coordinator	\$ 70.00
Document Control	\$ 60.00
Administrative Assistant	\$ 55.00

Note: Hourly Rates are subject to yearly adjustments.

Del Terra Group**List of Clients, past and present:**

- 1) First Interstate Bank, CalFed Bank, Great Western Bank, Coast Federal Bank, Wells Fargo Bank
Real Estate Development & Asset Management Portfolio Services: (\$500Million portfolio)
Provide Management, Development and Disposition services of various Bank Owned Real Estate Development projects, ranging from Single Family Residential (SFRs), Multi-Family Residential (MFRs), Commercial and Retail properties throughout California and Texas.
- 2) City of Rosemead, Public Works and Redevelopment Departments
Consulting and Project Management Services:
Provide Consulting and External Project Manager services for various City Public Works and Redevelopment projects. Assist City staff in the operations and reporting of Public Works and Redevelopment projects.
- 3) City of Whittier, Public Works Department, \$7.5Million
General Contractor:
Provide project planning, coordinating and general contracting services for a 4.5mile publicly funded Pedestrian/Bike Trail and new Landscaping project.
- 4) Bassett Unified School District, Total Program Value \$58Million
Program and Construction Management Services:
Provide all planning, budgeting, oversight and implementation of General Obligation Bond funded projects.
- 5) Compton Unified School District
 - a) *Bond Program Performance Audit Services:*
Review the Operational and Internal Control performance of \$220Million Construction program.
 - b) *Program and Construction Management Services, \$60Million:*
Provide all planning, budgeting, oversight and implementation of publicly funded projects.
- 6) Garvey School District, Total Program Value \$38.4Million
Program and Construction Management Services:
Provide all planning, budgeting, oversight and implementation of General Obligation Bond funded projects.
- 7) Hacienda La Puente Unified School District, Total Program Value \$172Million
Program and Construction Management Services:
Provide all planning, budgeting, oversight and implementation of General Obligation Bond funded projects.

- 8) Montebello Unified School District, Total Program Value [\\$169.5Million](#)
Program and Construction Management Services:
Provide all planning, budgeting, oversight and implementation of General Obligation Bond funded projects.
- 9) Rowland Unified School District, Total Program Value [\\$125Million](#)
Program and Construction Management Services:
Provide all planning, budgeting, oversight and implementation of General Obligation Bond funded projects.
- 10) Sacramento City Unified School District, Total Program Value [\\$400Million](#)
Bond Program Performance Audit Services:
Review the Operational and Internal Control performance of \$400Million General Obligation Bond Construction program.
- 11) Lynwood Unified School District, Total Program Value [\\$17Million](#)
Program and Construction Management Services:
Provide all planning, budgeting, oversight and implementation of publicly funded projects.
- 12) Rio Hondo College , Total Program Value [\\$335Million](#)
Program Management Services:
Provide all planning, budgeting, oversight and implementation of General Obligation Bond funded projects.
- 13) Los Angeles City College, Total Program Value [\\$175Million](#)
Program and Construction Management Services:
Provide all planning, budgeting, oversight and implementation of General Obligation Bond funded projects.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Community Redevelopment

RESOLUTION TITLE: A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF DEL TERRA GROUP, TO PROVIDE PROJECT MANAGEMENT TRACKING, AND MONITORING SERVICES TO FACILITATE IMPLEMENTATION OF HOUSING AND REDEVELOPMENT PROGRAMS IN THE CITY OF COMPTON

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

