

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

**COMPTON CITY COUNCIL
AGENDA
10/08/2024**

**CLOSED SESSION – 4:30 PM
PUBLIC COMMENT - 5:30 PM**

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

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION ITEM(S) ONLY

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

Case No. 24CMCV00646 - Domingo v. City of Compton

Case No. 24CMCV00652 - Robinson v. City of Compton

PURSUANT TO GOV CODE SECTION 54956.9

PUBLIC MEETING – 5:30 PM

REPORT ON CLOSED SESSION ITEM(S)

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. POWERPOINT PRESENTATION: MEASURE "A" ALLOCATION PRESENTATION
- (Aditi Shakkarwar - United Way of Greater Los Angeles)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

REGULAR AGENDA

CITY MANAGER'S REPORT

2. COMMUNITY UPDATES

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DESIGNATING THE CITY MANAGER, ON BEHALF OF THE CITY, TO BE AN AUTHORIZED AGENT TO ENGAGE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) REGARDING FINANCIAL ASSISTANCE FOR EMERGENCIES/DISASTERS
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH SYLVIA NUNN ANGELS FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 202 NORTH LONG BEACH BOULEVARD

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 10/15/2024 5:30PM

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

Yes
on **A**

City of Compton



What have we learned?

42 people per day end their homelessness

More than 100,000 people across L.A. County have ended their homelessness over the last 5 years

There are 6,400 offline long-term board & care beds

People with serious mental illness and older adults need a higher level of support—valuable board & care beds are offline due to lack of sufficient funding.

We have not invested enough in preventing homelessness

Only 3.4% of the current county funding goes to homelessness prevention

We are 521,000 units short of affordable housing

We need to scale up faster and lower cost approaches to building housing

What have we learned?

No single city can solve this- we need a Countywide approach for housing

The approach to affordable housing production, preservation and renter protections has been highly fragmented and under-resourced

A dedicated source of revenue is critical to long-term planning & innovation

One-time funding and funding with near-term sunset clauses creates uncertainty and undermines effective work

We need new financing approaches that power new housing models

Building affordable housing with a single source of financing is critical to reducing costs and increasing speed.

Clear and shared goals can spark broader alignment

Clear outcome goals are key to helping build alignment across systems and funding sources.

Key Ballot Measure Components



This measure will help make housing more affordable



This measure will expand access to mental health treatment



This measure will guarantee real accountability

There's a lot at stake.

We need more urgency and results on housing affordability and mental health.

If we don't act:

49,000+

People will lose lifesaving housing or services

28%

Risks a 28% increase in homelessness

4,105

People will lose lifesaving housing or services in the Gateway Cities



5 Legally Required Outcomes



1. **Increase** # of people permanently leaving homelessness



2. **Increase** # of people moving from encampments into permanent housing



3. **Increase** # of affordable housing units in L.A. County



4. **Reduce** # of people with a mental illness and/or substance use disorder experiencing homelessness



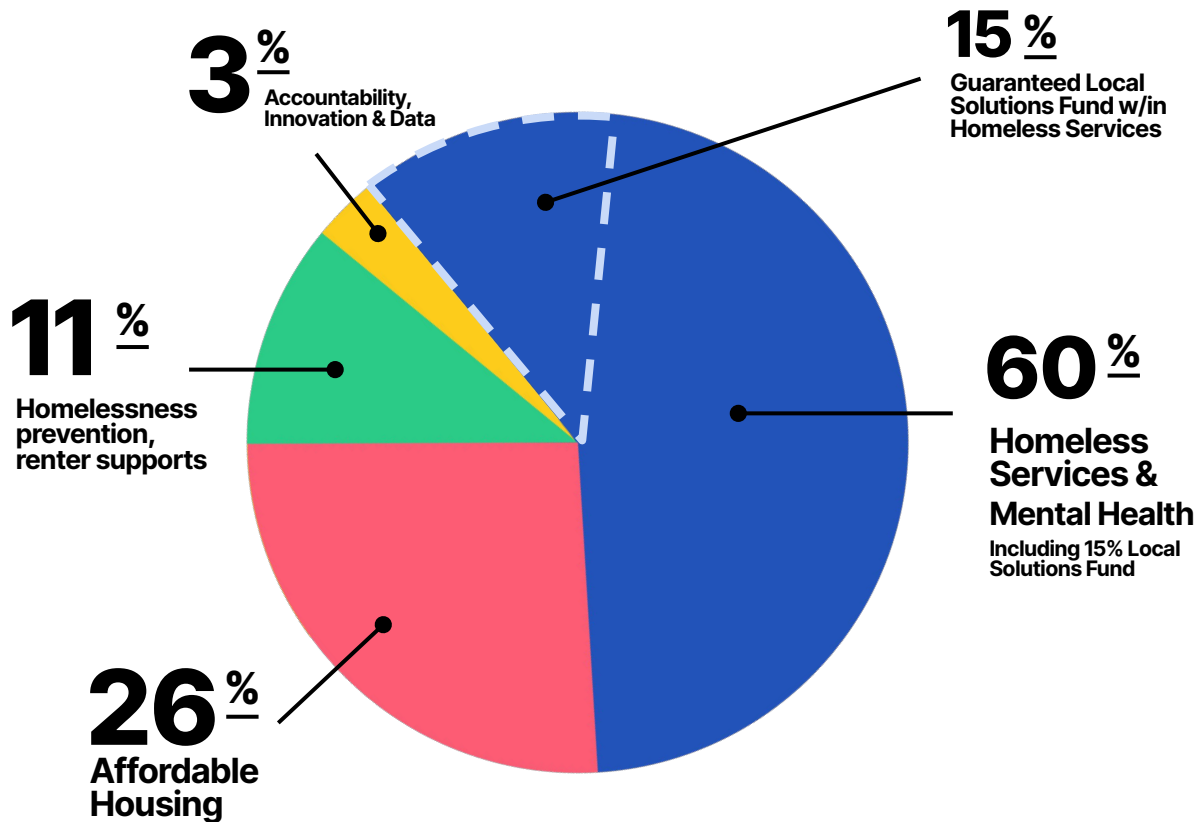
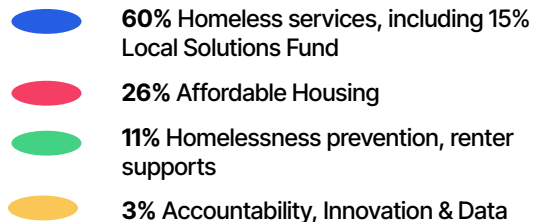
5. **Reduce** # of people falling into homelessness (inflow)



Core Components

Allocation Summary

- Minimum funding level for housing is guaranteed, flexibility between categories is allowed



How it Works

Funding source

The measure repeals the existing Measure H sales tax and replaces it with a ½ cent sales tax countywide. This will be implemented as follows:

- ¼ cent sales tax increase for 82 of 88 cities. ½ cent increase for Compton, Long Beach, Lynwood, Pico Rivera, Santa Monica, & South Gate.

Avg. annual household cost

Low-income: \$2.50 / month

Average income: \$5 / month

Example

If you buy a \$100 pair of shoes, the additional tax from this measure would be 25 cents.

Does not apply to:



Groceries



Gas



Medication



EBT Purchases



Rent



Diapers

How much is the Gateway Cities Council of Government region guaranteed from this measure?

The minimum level of funding is estimated to be \$23,042,139 annually.

- This excludes the City of Long Beach & Unincorporated Communities
- Additional funding will come from either L.A. County's homeless services allocation or LACAHSAs discretionary regional allocations
- The Gateway Cities COG is represented on the LACAHSAs board with Long Beach Mayor Rex Richardson, Bellflower Councilmember Victor Sanchez, Bell Gardens Councilmember Jorgel Chavez, and Compton Mayor Emma Sharif
- Five year LACAHSAs spending plan will create allocation plan for countywide funding

How much is the City of Compton guaranteed from this measure?

The City of Compton is guaranteed a direct allocation through the Local Solutions Fund, estimated to be \$825,888 annually.

- The Local Solutions Fund is a stable and ongoing source of funding for cities to use, consistent with the purposes of the measure
 - Can be used on homeless services or affordable housing
- Funding for Affordable Housing Production & Ownership, Renter Protections & Support, and Technical Assistance will be administered through the Gateway Cities COG
- Additional funding will come from either L.A. County's homeless services allocation or LACAHSAs discretionary regional allocations
- The City of Compton is represented on the LACAHSAs board with Mayor Emma Sharif



Gateway Cities CoG- Revenue Allocation Analysis

Excludes City of Long Beach & Unincorporated Communities

Local Solutions Fund (can be used for housing or homeless services):

- **\$5,088,699**
 - Assumes straight PIT count allocation across the county. BoS ultimately sets the formula.

Affordable Housing Production & Ownership:

- **\$8,696,005**
 - Based on the aggregated low-income RHNA goal
 - Requires 80% of funds to go to buildings larger than 40 units for the first 10 years

Renter Protections & Support:

- **\$7,934,944**
 - Based on the aggregated population of low-income renter households
 - Can be taken and administered, or earmarked for the region within LACAHSAs programs

Technical Assistance:

- **\$1,322,491**
 - Can be taken and administered, or earmarked for the region within LACAHSAs programs

Note:

-Various data points can be used to calculate the LSF & Renter Protection Allocations.

Exact data sources are not specified in the ballot measure and the LACAHSAs Board & County have discretion as to which source to use

A closer look at the Gateway CoG analysis

	Source	Percentage	Dollars	Annual Gateway CoG Minimum:	Revenue share calculation per ballot measure / SB679:
1	Total Revenue	100%	\$1,076,076,350		
2	Core Homeless Services- Countywide	60.0%	\$645,645,810		
3	Local Solutions Fund (Part of Core Homeless Services 60%)	15.0%	\$96,846,872	\$5,088,699	Calculated based on point in time count share of 5.25% of countywide total. <i>This is not the required formula- the Board of Supervisors will ultimately determine.</i>
4	LACAHSA- Countywide	35.8%	\$384,697,295		
5	Production, Preservation & Ownership - total	45.0%	\$173,113,783		
6	-70% Guaranteed Funding (% of low income RHNA)	31.5%	\$121,179,648	\$6,522,004	Calculated based on Low Income RHNA share of 5.38% of countywide total
7	-30% At Large / Countywide	13.5%	\$51,934,135		
8	Annual Board Priorities (All to PPO)	15.00%	\$57,704,594		
9	-70% Guaranteed Funding	10.50%	\$40,393,216	\$2,174,001	Per ballot measure requirements, this should be added to the Prod / Pres / Own category for the first 10 years
10	-30% Priority	4.50%	\$17,311,378		
11	Renter Supports - total	30.0%	\$115,409,189		
12	-70% Guaranteed Funding (% of low income households)	21.0%	\$80,786,432	\$7,934,944	Calculated based on Low Income Household share of 9.82% of countywide total
13	-30% At Large / Countywide	9.0%	\$34,622,757		
14	Technical Assistance	5.0%	\$19,234,865		
15	-70% Guaranteed Funding (% of low income households)	3.5%	\$13,464,405	\$1,322,491	Calculated based on Low Income Household share of 9.82% of countywide total
16	-30% At Large / Countywide	1.5%	\$5,770,459		
17	Admin (Maximum 10%)	5.0%	\$19,234,865		
18	Total Annual Guaranteed Funding			\$23,042,139	

Thank you!

October 10, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DESIGNATING THE CITY MANAGER, ON BEHALF OF THE CITY, TO BE AN AUTHORIZED AGENT TO ENGAGE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) REGARDING FINANCIAL ASSISTANCE FOR EMERGENCIES /DISASTERS

SUMMARY

It is recommended that the City Council adopt the California Governor's Office of Emergency Services (Cal OES) Resolution designating the City Manager as an authorized agent to execute applications on behalf of the City of Compton for obtaining post-disaster public assistance grants from Cal OES and FEMA.

BACKGROUND

California Governor's Office of Emergency Services requires a Designation of Sub recipient's Agent Resolution for Non-State Agencies (Cal OES Form 130) to be on file for obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or State financial assistance under the California Disaster Assistance Act.

A new Designation of Applicant's Agent Resolution for Non-State Agencies is required if the previously submitted document is older than three (3) years from the last date of approval or if changes are required to the name and/or title of authorized agents. The attached Resolution designates the City Manager as the authorized agent for the City of Compton. The prior agreement expired on April 28, 2023.

STATEMENT OF ISSUE

The City of Compton seeks to apply for Federal Emergency Management (FEMA) and California reimbursement for the purpose of obtaining federal financial assistance for open and/or future disaster/grant programs.

The City of Compton desires to ensure that Form 130 makes the City eligible to apply for all open and/or future disaster/grant programs declared up to three (3) years.

**Staff Report – Designation of Applicant's
Agent Resolution for Non-State Agencies
October 10, 2024 page 2**

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends that the City Council approves the attached Resolution.

ATTACHMENT

Attachment A: Designation of Applicant's Agent Resolution for Non-State Agencies Form
Cal OES -FPD-103.

**WILLIE A. HOPKINS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DESIGNATING THE CITY MANAGER, ON BEHALF OF THE CITY, TO
BE AN AUTHORIZED AGENT TO ENGAGE WITH THE FEDERAL
EMERGENCY MANAGEMENT AGENCY AND THE CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES)
REGARDING FINANCIAL ASSISTANCE FOR EMERGENCIES
/DISASTERS**

WHEREAS, the City of Compton seeks to apply for Federal Emergency Management (FEMA) and California reimbursement for the purpose of obtaining federal financial assistance for open and/or future disaster/grant programs; and

WHEREAS, the Governor's Office of Emergency Services (Cal OES) administers the State and Federal reimbursement process and grant programs for emergency and disaster relief; and

WHEREAS, Cal OES Form 130 requires the City of Compton to designate agents to engage with FEMA and Cal OES regarding assistance and grants applied for by the City; and

WHEREAS, a new Designation of Applicant's Agent Resolution for Non-State Agencies is required if the previously submitted document is older than three (3) years from the last date of approval or if changes are required to the name and/or title of authorized agents; and

WHEREAS, the attached Resolution designates the City Manager as the authorized agent for the City of Compton. The prior agreement expired on April 28, 2023; and

WHEREAS, the City of Compton seeks to apply for Federal Emergency Management (FEMA) and California reimbursement for the purpose of obtaining federal financial assistance for open and/or future disaster/grant programs; and

WHEREAS, the City of Compton desires to ensure that Form 130 makes the City eligible to apply for all open and/or future disaster/grant programs declared up to three (3) years.

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

Section 1. That the City Manager is hereby authorized to sign and execute applications and agreements for Federal and State disaster relief and emergency assistance.

Section 2. That the City Manager is designated as the agent for Form "Cal OES Form 130: Designation of Applicant's Agent Resolution for Non-State Agencies."

Section 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk and the Fire Department.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2024.

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

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

CITY CLERK OF THE CITY OF COMPTON



Cal OES ID No: 037-15044

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council OF THE City of Compton
(Governing Body) (Name of Applicant)

THAT City of Compton, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Compton,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Compton, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ____ day of _____, 20 ____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

City of Compton _____, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the **City Council**
(Governing Body)

of the **City of Compton** on the ____ day of _____, 20 ____.
(Name of Applicant)

(Signature)

(Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

October 08, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: NEBRASKA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12)
MONTH AGREEMENT WITH SYLVIA NUNN ANGELS FOR THE LEASE
OF CITY-OWNED PROPERTY LOCATED AT 202 NORTH LONG BEACH
BOULEVARD

SUMMARY

The City Council will consider a request by the Sylvia Nunn Angels (“Nunn”) organization to authorize the City Manager to enter into a twelve (12) month (i.e. October 1, 2024, through September 30, 2025) agreement for the lease of approximately 1,983 square feet of indoor space and 3,018 of outdoor space at City-owned property, located at 202 North Long Beach Boulevard, Compton, CA 90221.

BACKGROUND

The City of Compton owns certain real property located at 202 North Long Beach Boulevard, Compton, California 90221. Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate in a City-owned facility shall be ***at least One Dollar (\$1.00) per square foot for indoor space and Fifty Cents (\$0.50) per square foot for outdoor space or vacant property.***

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

STATEMENT OF ISSUE

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

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

On October 8, 2019, the City Council adopted Resolution No. 25,133, which authorized a one (1) year lease agreement with Sylvia Nunn Angels (“Nunn”) to provide sole occupation of the City-owned building. Pursuant to Council discretion and authority, the rental amount for the lease term was reduced to One Dollar (\$1.00) per year.

Nunn seeks City Council approval to continue leasing the building for twelve (12) months (i.e., October 1, 2024, through September 30, 2025). The proposed lease agreement will provide Nunn with exclusive use of the following space at 202 N. Long Beach Boulevard, Compton, California 90221:

Exclusive Indoor Square Footage	1,983 square feet
<u>Exclusive Outdoor Square Footage</u>	<u>3,018 square feet</u>

Total Exclusive Square Footage	5,001 square feet
---------------------------------------	--------------------------

FINANCIAL IMPACT

Unless the Council decides to waive the minimum lease rental rate requirements of Policy 4.17(A)(1) of the City Leasing Policy, the estimated fiscal impact of this proposed action will be a net gain to the General Fund of a base monthly lease rental rate of **Three Thousand Four Hundred Ninety-Two Dollars and Zero Cents (\$3,492.00) per month** for the term of the lease for an annual amount of Forty-One Thousand Nine Hundred Four Dollars and Zero Cents (\$41,904.00).

ALTERNATIVE

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

1. Authorize the City Manager to enter into a lease agreement with Sylvia Nunn Angels for the twelve (12) month term requested (or offer a lesser term) as follows:
 - a. For the minimally recommended City policy rates of \$1.00 per square foot for indoor space [i.e. 1,983 Sq. Ft.] and \$0.50 per square foot for outdoor space [i.e. 3,018 Sq. Ft.] of \$3,492.00 per month.
 - b. For some other monthly rental rate.
_____ per month, or _____ per year.
2. Deny the request to enter into a lease agreement for this location by Sylvia Nunn Angels.

RECOMMENDATION

Staff recommends adherence to the current Standard Operating Manual, Policy 4.17(A) at this time. However, the decision to increase lease rental amounts and/or waive other requirements of the City's Leasing Policy is at the discretion of the City Council.

**NEBRASKA JONES
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**WILLIE A. HOPKINS, JR.
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12)
MONTH AGREEMENT WITH SYLVIA NUNN ANGELS FOR THE LEASE OF
CITY-OWNED PROPERTY LOCATED AT 202 NORTH LONG BEACH
BOULEVARD**

WHEREAS, the City of Compton owns certain real property located at 202 North Long Beach Boulevard, Compton, CA 90221; and

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

WHEREAS, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for a City-owned facility shall be *at least One Dollar (\$1.00) per square foot for indoor space and Fifty Cents (\$0.50) per square foot for outdoor or vacant property*; and

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

WHEREAS, on October 8, 2019, the City Council adopted Resolution No. 25,133, which authorized a 1-year lease agreement with Sylvia Nunn Angels to provide sole occupation of the City-owned building and pursuant to Council discretion and authority, the rental amount for the lease term was reduced to One Dollar (\$1.00) per year; and

WHEREAS, the lease agreement with Sylvia Nunn Angels has expired, and they seek City Council approval to enter into a Twelve (12) month lease agreement (i.e. October 1, 2024, through September 30, 2025), for exclusive occupation of the City-owned building located at 202 North Long Beach Boulevard, Compton, California 90221 for the purpose of administrative office and support services for their organization; and

Exclusive Indoor Square Footage	1,983 square feet
Exclusive Outdoor Square Footage	3,018 square feet
Total Exclusive Square Footage	5,001 square feet

WHEREAS, the City Council has the discretion of authorizing a lease agreement with Sylvia Nunn Angels and choose among a number of options:

1. Authorize the City Manager to enter into a lease agreement with Sylvia Nunn Angels for a twelve (12) month term requested (or offer a lesser term) as follows:
 - a. For the minimally recommended City policy rates of \$1.00 per square foot for indoor space [i.e. 1,983 Sq. Ft.] and \$0.50 per square foot for outdoor space [i.e. 3,018 Sq. Ft.] of \$3,492.00 per month.
 - b. For some other monthly rental rate.
_____ per month, or _____ per year.
2. Deny the request to enter into a lease agreement for this location by Sylvia Nunn Angels.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a twelve (12) month lease agreement, effective October 1, 2024, through September 30, 2025, with Sylvia Nunn Angels for the exclusive use of approximately 3,440 square feet of space within the City-owned building located at 202 North Long Beach Boulevard, Compton, California 90221 for purposes of administrative offices and support services.

Section 2. That Sylvia Nunn Angels shall be responsible for all utilities, janitorial, security, and minor and routine interior and exterior maintenance of the facility or property, and the rental rate for the twelve (12) month of the lease agreement shall be:

- a. For the minimally recommended City policy rates of \$1.00 per square foot for indoor space [i.e. 1,983 Sq. Ft.] and \$0.50 per square foot for outdoor space [i.e. 3,018 Sq. Ft.] of \$3,492.00 per month.

Total cost - **Three Thousand Four Hundred Ninety-Two Dollars and Zero Cents (\$3,492.00) per month**, or Forty-One Thousand Nine Hundred Four Dollars and Zero Cents (\$41,904.00) annually.

- a. For some other monthly rental rate.

_____ per month, or _____ per year.

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

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

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

ADOPTED this _____ day of _____, 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2024.

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

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

CITY CLERK OF THE CITY OF COMPTON

**LEASE AGREEMENT BETWEEN
CITY OF COMPTON
AND
SYLVIA NUNN ANGELS**

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**OWNER**”) and **SYLVIA NUNN ANGELS** (hereinafter referred to as “**LESSEE**”), collectively, the “Parties.”

RECITALS:

WHEREAS, the City of Compton (“**Owner**”), has under its jurisdiction certain real property located at **202 North Long Beach Boulevard, Compton, California 90221**; and

WHEREAS, on _____, the City Council adopted **Resolution No. _____** which authorized the City Manager to enter into a lease agreement with the **Sylvia Nunn Angels** (“Lessee”) for a period of twelve (12) months, commencing October 1, 2024, through September 30, 2025, and

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

WITNESSETH:

Section 1. Premises. The Owner, 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 Owner, those certain Premises situated in the City of Compton, County of Los Angeles, State of California, more particularly described as:

**Compton Facility
202 North Long Beach Boulevard
Compton, California 90221**

[The “Site”]

**Lessee shall lease approximately 1,983 square feet of indoor office space
and 3,018 of outdoor space at the location.**

Total Exclusive Square Footage	5,001 square feet
---------------------------------------	--------------------------

[The “Premises”]

The Premises are leased in "AS IS" condition and Lessee acknowledges that it has inspected and accepts the Premises in their present condition as suitable for the purpose for which the Premises are leased. Taking of possession by Lessee shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken. Owner makes no warranties or representation as to the suitability of the Premises for Lessee's intended use, including without limitation, as to zoning, visibility, traffic count or any other factors.

Section 2. Term. This Lease shall be for a term of twelve (12) months, commencing October 1, 2024, and shall terminate on September 30, 2025, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements, written or oral.

Section 3. Rent. During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the total sum of **Three Thousand Four Hundred Ninety-Two Dollars and Zero Cents (\$3,492.00) per month**, based on a rental rate of \$1.00 per square foot for indoor space [i.e. 1,983 Sq. Ft.] and \$0.50 per square foot for outdoor space [i.e. 3,018 Sq. Ft.] of exclusive use. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late, and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to: General Services Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director
Payable to: City of Compton
[Please identify your Lease Site on the payment]

[Lease Site: 202 N. Long Beach Blvd.]

Section 4. Use of Premises. Lessee is entitled to use the Premises during normal building business days/hours (Mondays through Fridays, 7:00 a.m. to 6:00 p.m.), for the following purpose(s) only:

Administrative Offices and Support Services

Lessee shall not use the Premises for any other purposes without the prior written consent of the Owner. Lessee shall not use the Premises for residential purposes, for any commercial purposes not stated herein, or for any campaign activity as defined in California Government Code section 8314. Lessee shall not use the Premises for the storage of unusable equipment or property or for the

rental or storage of any type of equipment not integral to the purposes of the program.

Section 5. Delivery of Premises. If Owner, for any reason, cannot deliver the Premises described above to Lessee at the commencement of the term hereof, Owner shall not be deemed to be in default hereunder, nor shall Owner be liable to Lessee for any loss or damage resulting directly or indirectly arising out of or resulting from such failure and Lessee at Lessee's option, may declare this Agreement to be null and void.

Section 6. Utilities and Other Services. Unless otherwise agreed by Owner in writing, Lessee shall, at its sole cost and expense, make arrangements for and pay for all utilities used by Lessee at or upon the Premises, including but not limited to electric, gas, water, sewer, trash disposal and any other utility charges in connection with the Lessee's use of the leased Premises and security. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises. Lessee shall reimburse Owner for the cost of repairing any and all damages to the Premises caused directly or indirectly by Lessee's utility or service provider, or its equipment.

Owner shall in no way be liable or responsible for any loss, damage, or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the utilities and services supplied to Premises and/or Site unless directly caused by the active negligence or willful misconduct of the Owner.

Section 7. Assignment and Subletting. Lessee agrees not to sublet the whole or part of the Premises, assign the Lease, nor permit the use of the Premises by anyone other than the Lessee, its employees, business invitees, customers, and patrons without in each case first securing the written consent of the Owner. Any attempted assignment or subletting of this Lease without the written consent of the Owner constitutes fraud, and this Agreement shall be null and void.

Section 8. Alterations and Additions. Lessee shall not make any alterations or construct any additions or improvements in or on the Site and/or the Premises until the Owner has been provided with said plans and specifications for the project. Once the Owner has been provided with said plans and specifications, Owner shall have a fifteen (15) day minimum review period before granting Lessee approval or disapproval of the project in writing. Lessee shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition, or improvement subject to plan review by Owner at Lessee's expense.

Owner 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, personal property placed or installed in or upon the Site and/or the Premises by the Lessee or under its authority. Any personal property, improvements or additions not removed by Lessee within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Owner.

Lessee shall repair any damage to the Site and/or the Premises caused by Lessee's installation and/or removal of its personal property, alterations, improvements or additions.

Lessee shall, at its sole cost and expense, be allowed to place its typical signage on the Building on the Site upon the Owner's advance written approval.

Section 9. Repairs and Maintenance. Owner shall not be responsible to make any repairs or alterations to the Premises, and Lessee assumes any and all cost and liability for the repair and maintenance of the Premises leased herein, unless such repairs, alterations or maintenance are due to Owner's negligence or willful misconduct. Lessee agrees to repair any damage caused by Lessee, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to Owner in as good order, repair and condition as the same were in at the commencement of this Lease. Lessee must obtain prior written approval from the Owner prior to commencing any repairs to the leased Premises.

Lessee shall continue to maintain said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Lease.

Lessee agrees to keep Premises in good order and condition at their sole cost and expense. Lessee shall be responsible for the general maintenance and upkeep, custodial, janitorial, landscaping installation and maintenance, security, non-structural repair, and all other non-structural upkeep of the Premises that it occupies. All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

Unless otherwise required by law or expressly provided for within this Lease Agreement, Owner shall have no liability to Lessee for any condition on the Premises leased herein and Lessee agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. Lessee agrees to hold the Owner harmless from any and all liability arising out of or in connection with the use for the Premises leased here by the Lessee, its agents, employees business invitees, customers and patrons, except

to the extent any such liability is attributable to Owner's negligence or willful misconduct.

Section 10. Insurance. Lessee shall furnish certificates of insurance, along with endorsements, issued to Owner 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 Owner under forms satisfactory to the Owner. 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 Owner. It is agreed that Owner shall not be liable for the payment of any premiums or assessments on the insurance required.

Lessee shall present evidence of required insurance and certificate of endorsement to Owner no later than the commencement date of this Lease and each and every lease year thereafter. The Lessee shall not occupy the Premises until the Owner has received and approved the required certification. ***Failure on the part of the Lessee to procure or maintain insurance shall constitute a material breach upon which the Owner may immediately terminate this Lease Agreement.***

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

a. **General Liability.** Lessee shall provide and maintain at its own expense during the term of this Lease Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

b. **Workers' Compensation Insurance.** Lessee shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the Lessee and all risks to such persons under the Agreement.

c. **Fire and Casualty Insurance.** Lessee shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. Lessee shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the Premises on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage.

Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

d. **Insurance Endorsements.** The liability insurance policy(ies) shall be endorsed with the following language:

(1) The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as “additional insureds” with respect to liability arising out of the activities of the Lessee.

(2) The insurer waives all rights of subrogation against the City.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City.

(4) Identify the leased Premises covered by the policy(ies) and the identity of the insured(s).

e. **Contractor’s Insurance Requirements.** Lessee shall require that any contractors and subcontractors used to perform improvements/repairs to the building structure and Premises as provided in Sections 8 and 9 of this Lease Agreement to provide and maintain during the entire period of performing improvements/repairs the following programs of insurance:

(1) A policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence and **Two Million Dollars (\$2,000,000.00)** general aggregate. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

(2) A program of Workers’ Compensation Insurance and Employer’s Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the contractor and all risks to such persons.

(3) A program of Automobile Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000.00) for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

(4) The Contractor(s) liability insurance policy(ies) shall be endorsed with the following language: The City and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as “additional insureds” with respect to liability arising out of the activities of the contractor.

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Lessee and/or its contractors and subcontractors under the terms of the Lease Agreement. Lessee shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary relating to Lessee’s use of the Premises and improvement/repairs made to the Premises.

Section 11. Losses. Owner shall not be responsible for losses or damage to personal property, equipment or materials of Lessee. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

Section 12. Damage or Destruction.

a. Termination of Lease. If the entire Premises or any material portion thereof are damaged or destroyed by earthquake or other violent action of the elements, or by fire or other casualty such that it is difficult or impossible for Lessee to continue operating its business thereon, then either Owner or Lessee may cancel this Lease as of the date of damage or destruction by delivering written notice to the other within thirty (30) days following the damage or destruction. If the Lease is cancelled, Lessee shall surrender the Premises and shall not be obligated for any further rental payment and Owner shall refund any unearned rent paid in advance by Lessee, calculated at a daily rate based on the regular monthly rental.

Repair of Premises. In the event of any lesser damage by casualty (other than that caused by or do the actions/inactions of the Lessee), Owner shall, at Owner's cost and expense, promptly repair the same to the extent Owner's insurance proceeds are made available to Owner therefor and provided that (a) such repairs, in Owner's reasonable good faith opinion, can be commenced within thirty (30) days of the event which necessitated the repair and restoration, unless it is not reasonably possible to commence repair and restoration within thirty (30) days from the date of such damage or destruction (without payment of overtime or other premiums) and (b) the cost of such repairs, in Owner's reasonable good faith opinion, will not exceed 50% of the then replacement cost

of the Site. If Owner is not required to repair such damage or destruction, then Owner shall, within 30 days from the date of such damage or destruction, either (i) notify Lessee in writing of Owner's election to repair such damage or destruction, in which event Owner shall promptly repair the same, or (ii) notify Lessee in writing of Owner's election to immediately terminate this Lease, in which event this Lease is terminated effective as of the date of such damage or destruction. Lessee may terminate this Lease effective as of the date of any such damage or destruction if Lessee reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the Lessee's operations by notifying Owner in writing of Lessee's election to terminate not later than 30 days after the date of such damage or destruction.

Loss Caused by Lessee. If the Premises are wholly or partially damaged or destroyed as a result of the gross negligence or willful misconduct or omission of Lessee, Lessee shall forthwith diligently undertake to repair or restore all such damage destruction at Lessee's sole cost and expense. This Lease shall continue in full force and effect without any abatement or reduction in rent or other payments owed by Lessee, and this obligation of Lessee to repair or restore the Premises shall survive the cancellation of this Lease.

Exclusive Remedy. This Section 12 shall be Lessee's sole and exclusive remedy in the event of damage or destruction of the Premises, and Lessee waives and releases Lessee's rights under California Civil Code Section 1932 and 1933(4).

No damages, compensation or claim shall be payable by Owner for any inconvenience, any interruption or cessation of Lessee's business, or any annoyance, arising from any damage or destruction of all or any portion of the Premises.

Section 13. Hazard Materials. Lessee shall not use any Hazardous Materials in/or on Site or the Premises, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Lessee will promptly notify Owner of any release or presence of any Hazardous Material in/on the Premises of which Lessee becomes aware.

- a. Remediation. If Hazardous Materials are released at the Site and/or Premises by Lessee, its agents, employees, or contractors, then Lessee is solely responsible for the removal and/or remediation of any Hazardous Materials to the extent required by governmental authorities in compliance with applicable Environmental Laws.
- b. Indemnification. Lessee shall indemnify and hold Owner harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous

Materials at the Site and/or Premises released by Lessee or its agents, employees, or contractors.

Section 14. Default. Lessee shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Owner to Lessee of such default, this Lease may be terminated. Owner may not terminate the Lease if (a) Lessee cures the default within the thirty (30) day period after notice of default is given, or (b) the default cannot reasonably be cured within thirty (30) days after notice of default is given, but Lessee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

Section 15. Holding Over. In case Lessee holds over beyond the term herein provided with the consent, express or implied, of the Owner, such tenancy shall be from month-to-month only, subject to the same terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 16. Cancellation Provision. Notwithstanding any other provisions contained herein, either party shall have the right to cancel this Lease, without cause, at anytime, upon thirty (30) days prior written notice to the other party.

Section 17. Owner's Access. Lessee agrees to permit the Owner or Owner's authorized agents, upon reasonable advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises or for making necessary alterations, improvements or major repairs.

Section 18. 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 referenced to the selection,

location, number, use of occupancy, of Lessees or vendees in the Premises herein leased.

Section 19. Indemnification. Lessee shall indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers (collectively hereafter the “Owner”), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Owner from any and all liability and expense, including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers’ Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Lessee’s, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises, or from conduct of Lessee, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

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

Section 20. Partnership Disclaimer. Lessee and any and all agents of Lessee shall act in an independent capacity and not as officers or employees of the Owner. Nothing herein contained shall be construed as constituting the parties herein as partners.

Section 21. Vacating Premises. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Owner, the Premises in good order, condition and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 22. Compliance with Laws. Lessee shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Section 23. Easements and Right of Way. This Lease is subject to all existing easements and right of way. Owner further reserves the right to grant additional public utility easements as may be necessary and Lessee hereby consents to the granting of any such easements. The public utility will be required to reimburse Lessee for any damages suffered by Lessee caused by the construction work on the easement area.

Section 24. Parking Access. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Lessee, its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided to all Lessees on a first-come, first-served basis.

Section 25. Relocation. Lessee acknowledges that Lessee, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 26. Failure to Perform. In the event of the failure, neglect or refusal of Lessee to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Lessee, Owner shall, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay Owner the costs thereof on demand.

Section 27. Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Owner, and wherever the context permits or requires the successors in interest to the Lessee.

Section 28. Amendments. This Lease Agreement may be modified or amended only be written document executed by both Lessee and Owner's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Lease Agreement.

Section 29. Waivers. A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

Section 30. Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Section 31. Notices. All notices, demands, or requests to be given under this Lease Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally or (b) on the fifth (5th) business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

To OWNER: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5519

With copy to: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

To LESSEE: Sylvia Nunn Angels

Attn: Cynthia Nunn, President
(310) 906-9154

Section 32. Entire Agreement. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Owner 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 Owner and Lessee. This agreement may be modified only by written agreement signed by both Owner and Lessee.

IN WITNESS WHEREOF, Lessee has executed this Lease and the Owner, by its City Manager, who is authorized to do so, has executed this Lease.

SYLVIA NUNN ANGELS
LESSEE

By _____
Cynthia Nunn, President

Dated: _____

CITY OF COMPTON/OWNER
Recommended for Approval:

By _____
Nebraska Jones, Director
General Services Department

Dated: _____

Approved by:

By _____
Willie A. Hopkins, Jr., City Manager

Dated: _____

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

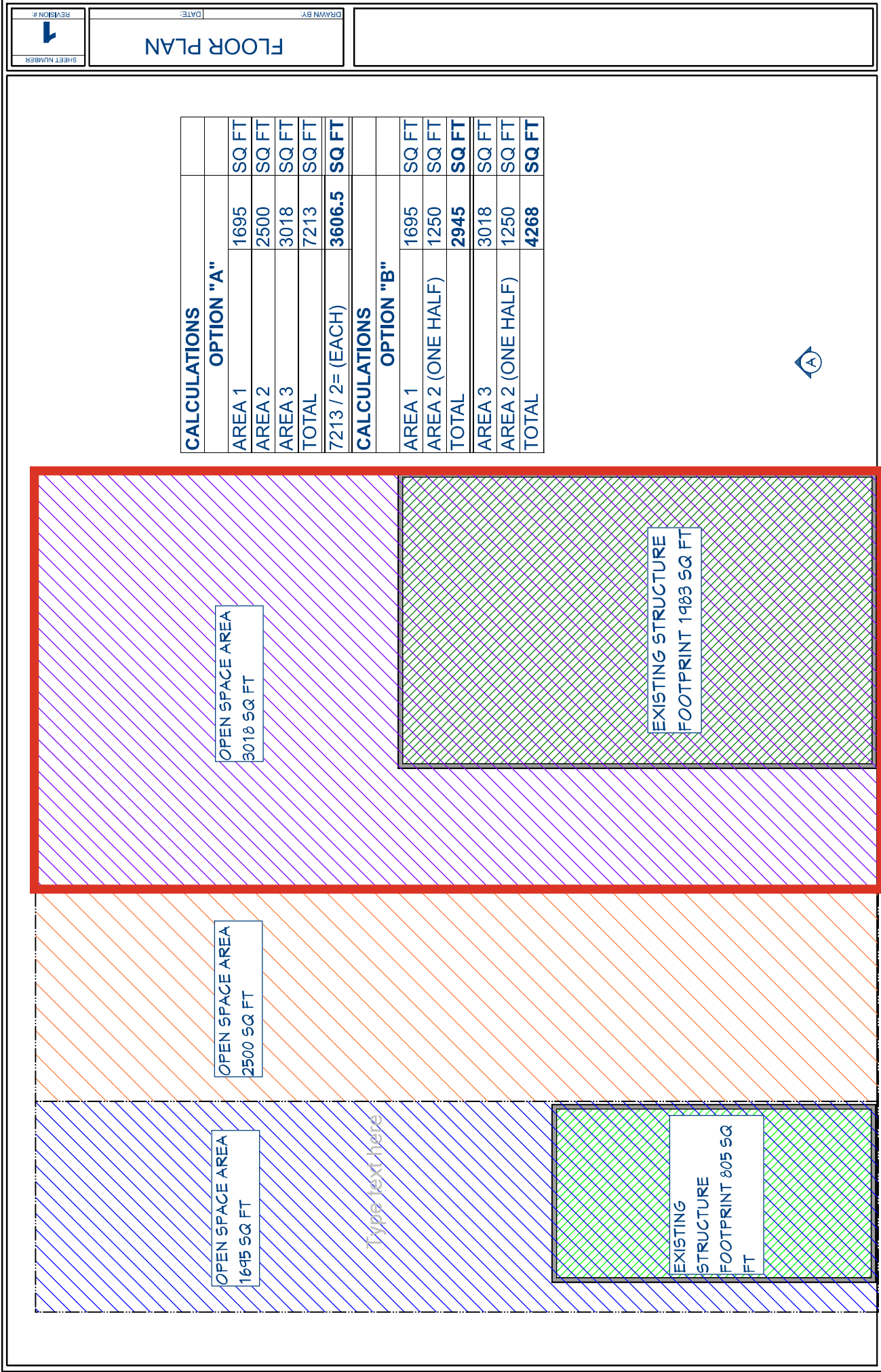
Dated: _____

ATTEST:

Dated: _____

By _____
Vernell McDaniel, City Clerk

Sylvia Nunn Angels
202 N. Long Beach Blvd.



CALCULATIONS			
OPTION "A"			
AREA 1	1695	SQ FT	
AREA 2	2500	SQ FT	
AREA 3	3018	SQ FT	
TOTAL	7213	SQ FT	
7213 / 2= (EACH)			
	3606.5	SQ FT	
CALCULATIONS			
OPTION "B"			
AREA 1	1695	SQ FT	
AREA 2 (ONE HALF)	1250	SQ FT	
TOTAL	2945	SQ FT	
AREA 3	3018	SQ FT	
AREA 2 (ONE HALF)	1250	SQ FT	
TOTAL	4268	SQ FT	

Indoor Cost: \$1,983.00
Outdoor Cost: \$1,509.00
Monthly Lease Payment: \$3,492.00



Sylvia Nunn Angels
200 N. Long Beach Blvd.
Compton, Ca. 90221
SNANGELS@yahoo.com

City of Compton

Emma Sharif, Mayor

205 South Willowbrook Avenue

Compton, CA 90220

Dear Mayor Sharif and Compton City Council,

Sylvia Nunn Angels, Inc. (SNA) is requesting that the Compton City Council continues to support the Organization by allowing SNA to occupy the building at 200 N. Long Beach Blvd.

SNA is committed to continuing its work to support, assist, and divert youth from joining gangs as well As support and assist adults with food, clothing, housing assistance, and job leads. SNA has served the Compton Community in this location since 2012 and has had a positive and consistent impact.

Your consideration to continue this mutually beneficial relationship is greatly appreciated.

Sincerely,

Cynthia Nunn

Executive Director/ founder

Sylvia Nunn Angels Inc.