February 25, 2025

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE ANNUAL PURCHASE ORDERS TO INSIGHT PUBLIC SECTOR, INC. FOR MICROSOFT 365 SOFTWARE LICENSES COVERING A THIRTY-SIX (36) MONTH TERM AND A ONE TIME MICROSOFT 365 MIGRATION CONSULTING SERVICES FEE IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND FIFTY-ONE CENT ($378,880.51)**

SUMMARY

Adoption of this resolution will authorize the City Manager to renew and upgrade the software licenses to Microsoft 365 at a cost of $103,155.17 per year for three years and pay the one-time Microsoft 365 migration consulting services fee of $69,415.00 to Insight Public Sector, Inc. through a purchase order in an amount not to exceed One Hundred Seventy-Two Thousand Five Hundred and Seventy Dollars and Seventeen Cents ($172,570.17).

The remaining cost of the three-year service agreement will be budgeted at an amount of $103,155.17 per fiscal year for the remaining two-year service agreement.

BACKGROUND

The City Manager's Office – Information Technology Division oversees purchasing and maintaining software licenses to support the City's computer network. The Microsoft Windows Software License is one of the main licenses needed to sustain the network as a result of it being a Windows based platform (i.e. servers, desktops, software, etc.). The current software licenses were purchased through a three-year agreement with Insight Public Sector, Inc. under Resolution No. 25,617 at the March 1, 2022 City Council Meeting.

The City of Compton is now currently running on an on-premise Exchange 2016 email server and the upgrade to Microsoft 365 will allow the City to move to an up-to-date modern platform. Insight Public Sector, Inc. will set-up an exchange hybrid between Exchange 2016 and migrate all mailboxes to Microsoft 365 Exchange and expand the capacity from 300 mailboxes to 500 mailboxes for a one-time fee of $69,415.00. This technical service will ensure the exchange is a smooth transition and make sure all security and compliance measure are met.

STATEMENT OF ISSUE

The City Manager's Office – Information Technology Division software renewals are vital to the day-to-day operation of the City's computer network. The renewal of the software upgrade licensing will be valid from February 2025 through February 2028.

Staff recommends that the City Council approve the proposed resolution and authorize the City Manager to issue a purchase order in the amount of $172,570.17 and the two years software licenses renewals will be budgeted in the next two budget cycles.

ALTERNATIVE

None proposed.

FISCAL IMPACT

Funds for this expenditure are available in the 2024-2025 Fiscal Year budget of the City Manager's Office – Information Technology Division in Account No. 1001-510-IT0-4222 $172,570.17 and $103,155.17 will be budgeted in the 2025-2026 and 2026-2027 Fiscal Year Budgets.

RECOMMENDATION

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

WILLIE A HOPKINS JR.
CITY MANAGER

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE ANNUAL PURCHASE ORDERS TO INSIGHT PUBLIC SECTOR, INC. FOR MICROSOFT 365 SOFTWARE LICENSES COVERING A THIRTY-SIX (36) MONTH TERM AND A ONE TIME MICROSOFT 365 MIGRATION CONSULTING SERVICES FEE IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND FIFTY-ONE CENT ($378,880.51)

WHEREAS, the City Manager's Office – Information Technology Division oversees purchasing and maintaining software licenses to support the City's computer network; and

WHEREAS, the Microsoft Windows Software License is one of the main licenses needed to sustain the network as a result of it being a Windows based platform (i.e. servers, desktops, software etc.); and

WHEREAS, the current software licenses were purchased through a three-year agreement with Insight Public Sector, Inc. (Insight) under Resolution No. 25,617 at the March 1, 2022 City Council Meeting; and

WHEREAS, the City of Compton is now currently running on an on-premise Exchange 2016 email server and the upgrade to Microsoft 365 will allow the City to move to an up-to-date modern platform; and

WHEREAS, Insight Public Sector, Inc. will set-up an exchange hybrid between Exchange 2016 and migrate all mailboxes to Microsoft 365 Exchange and expand the capacity from 300 mailboxes to 500 mailboxes for a one-time fee of $69,415.00. This technical service will ensure the exchange is a smooth transition and make sure all security and compliance measure are met.; and

WHEREAS, the software licenses and one-time migration consulting services fee with Insight for Fiscal Year 2024-2025 will be in an amount not to exceed One Hundred Seventy-Two Thousand Five Hundred and Seventy Dollars and Seventeen Cents ($172,570.17); and

WHEREAS, for the remainder of the three-year contract funds will be allocated at an amount not to exceed One Hundred Three Thousand One Hundred Fifty-Five Dollars and Seventeen Cents $103,155.17 per fiscal year.

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

Section 1. That the City Manager is authorized to issue a purchase order to Insight Public Sector, Inc. for Fiscal year 2024-2025 in the amount not to exceed $172,570.17.

Section 3. That funds for these expenditures are available in the Fiscal Year 2024-2025 Budget in Account No. 1001-510-IT0-4222. Funding for the remaining two- years of the contract will be allocated at an amount of $103,155.17 for fiscal year 2025-2026 and fiscal year 2026-2027.

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

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

ADOPTED this _________ day of _________________, 2025.

____
MAYOR OF THE CITY OF COMPTON
EMMA SHARIF

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON
SATRA D. ZURITA

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

I, Satra D. Zurita, 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 ________________, 2025.

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

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

____
CITY CLERK OF THE CITY OF COMPTON
SATRA D. ZURITA

RESOLUTION NO. 25,617

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE ANNUAL PURCHASE ORDERS TO INSIGHT PUBLIC SECTOR, INC. FOR MICROSOFT SOFTWARE LICENSES COVERING A THIRTY SIX (36) MONTH TERM IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED AND EIGHTY-FOUR DOLLARS ($214,984.00)

WHEREAS, the Internal Services Department recommends purchase of Microsoft Corporation Software Licenses that are used for City network infrastructure as it is a Windows-based platform; and

WHEREAS, the current set of licenses were purchased through SHI International, Inc. via Resolution No. 25,503 during the June 22, 2021 Council Meeting and set to expire at the end of February 2022 and need to be renewed to remain in compliance with Microsoft Corporation regulations; and

WHEREAS, the cost to bring the City in compliance with Microsoft is $214,983.39, or $71,662 per year. The City will pay Insight Public Sector, Inc., a direct distributor for Microsoft Corporation $71,662, this current fiscal year, to bring the City current with all Microsoft Software Licenses. These licenses will be valid from March 1st, 2022 to February 28, 2025; and

WHEREAS, The Internal Services Department solicited proposals for the purchase of Microsoft Corporation Software Licenses. The following three proposals were received:

COMPANIES	**PROPOSAL AMOUNT**	**ANNUAL AMOUNT**
Insight Public Sector Inc.	$214,983.39	$71,662.00
Crayon	$222,351.15	$74,118.00
SHI International Corporation	$231,956.43	$77,319.0

WHEREAS, Staff has reviewed the proposals and has determined that Insight Public Sector, Inc. provided the best proposal in the amount of $214,983.39; and

WHEREAS, resolution number 25,001 dated April 23, 2019 states a purchase order in amount greater than $25,000.00 must be submitted to the City Council by resolution for approval.

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

Section 1. That the proposal for INSIGHT Public Sector INC. in the amount of Two Hundred and Fourteen Thousand Nine Hundred and Eighty-Three Dollars and Thirty-Nine Cents ($214,983.39), for purchase of Microsoft Software Licenses is hereby accepted and all other proposals are rejected.

Section 2. That the City Manager is authorized to issue a purchase order to Insight Public Sector, Inc. in the amount not to exceed $71,662.00 per fiscal year.

Section 3. That funds for these expenditures are available in the Fiscal Year 2021-2022 Budget in Account No. 1001-620-IT0-4222. Funding for the remaining years will be allocated in future City budgets.

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

RESOLUTION NO. 25,617
Page 2

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

ADOPTED this 1st day of MARCH, 2022.

Emma Sharif
MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 1st day of MARCH, 2022.

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

AYES: **COUNCILMEMBERS-**CHAMBERS, BOWERS, DARDEN, SHARIF
NOES: **COUNCILMEMBERS-**NONE
ABSTAIN: **COUNCILMEMBERS-** NONE
ABSENT: **COUNCILMEMBERS-**GALVAN

CITY CLERK OF THE CITY OF COMPTON

January 25, 2025

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT'S 2024-2025 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE CENTER AVENUE GREEN STREET AND STORM DRAIN IMPROVEMENT PROJECT, CIP# 24-04 AND ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF $945,688.**

SUMMARY

Adoption of this Resolution will amend the Public Works Engineering Department's 2024-2025 fiscal year budget and authorize the City Manager to enter into professional services agreement with NV5, Inc. to provide design engineering services pursuant to the Center Avenue Green Street Improvement Project, CIP# 24-04 and establish a purchase order in the amount of $945,688**.**

BACKGROUND

Section 19.56, subdivision (e) (19) of the Budget Act of 2021 appropriated $10,000,000 from the State General Fund to Caltrans, to be allocated to the City of Compton for the Center Avenue Green Street Improvement Project.

On June 24, 2022, the City of Compton entered into a Funds Transfer Agreement with the California Department of Transportation (Caltrans) in the amount of $10,000,000 for the development of the Center Avenue Green Street Improvement Project.

The Center Avenue Green Street Improvement Project (Project) is an infrastructure project proposed by the City of Compton. The primary objective of the Project is to provide flood protection, improve water quality, and enhance recreational opportunities in the City that currently lack adequate drainage and green space.

The project will extend and expand the existing storm drain system with the construction of catch basins, lateral line, and gravity mains along Center Avenue. Additionally, several structural Low Impact Development (LID) Best Management Practices (BMPs) will be installed, yielding multi-benefits that will improve water quality, water resilience, and watershed protection in the adjacent Compton Creek and downstream into the Los Angeles River.

The Project targets and enhances a highly urbanized residential area within the City that experience extensive street flooding during storm events. The proposed Project will entail the extension and expansion of the existing storm drain system infrastructure (i.e catch basins, lateral lines, and gravity mains) in the project area, in addition to restoration of the existing road surface.

The proposed Project will also include the installation of structural Low Impact Development (LID) Best Management Practices (BMPs) along Center Avenue; and from Center Avenue along Alondra Boulevad to Compton Creek, which will be specifically designed to capture and/or treat stormwater flow that would otherwise contribute to the current flooding problem. Examples of potential LID BMPs include drywells, parkway bioswales, permeable pavement, and tree wells. Geotechnical investigations will be conducted in the project area to ensure that the existing soil characteristics are suitable for infiltration. The completion of the proposed Project will yield multi-benefits including flood mitigation, improve water quality, increased water supply, water conservation, watershed protection, and the creation of a new natural resource within the City.

The proposed project area is along South Center Avenue from West Greenleaf Boulevard to Alondra Boulevard, South Center Avenue from Alondra Boulevard to South Wilmington Avenue, and along Alondra Boulevard from South Center Avenue to Compton Creek. This encompasses a potential capture area of approximately 150 acres consisting largely of single-family residences.

Installation of LID BMPs along Alondra Boulevard will connect the Center Avenue Green Street project to the City's Alondra Gateway Park project, which in part of the Compton Creek Implementation Plan's multi-objective effort to transform the existing Compton Creek right-of-way into a multi-benefit publicly accessible (32,000 sf) green space.

STATEMENT OF THE ISSUE

An essential component of this project is to obtain the services of a qualified and experienced engineering firm to provide design engineering services. On November 13, 2024, staff solicited proposals from qualified design engineering firms to prepare the construction plans, specifications and estimates pursuant to the Center Avenue Green Street Improvement Project.

On December 4, 2024, the City received two proposals comprising of NV5, Inc and JMD. A panel of Public Works staff reviewed the submitted proposals. Each consultant was rated based upon their qualifications, experience, a demonstrable understanding of the scope of services, approach, resources and the proposed schedule for project implementation.

The two respondent to the RFP are listed below:

Rank	Firm	Location	Amount
1	NV5	Irvine, CA	$945,688
2	JMD	City of Industry	$779,398

The scope of work required for the preparation of plans, specifications, and estimates for the Center Avenue storm drain project include the following, but not limited to:

- Conduct inventory and assessment of existing storm drain infrastructure, including pipes, culverts, catch basins, and outfalls

- Conduct a geotechnical investigation in the project area to ensure that existing soil characteristics are suitable for infiltration and provide structural/integrity assessment of existing storm drain facilities

- Evaluate the condition, capacity, and performance of the storm drain system and identify flood-prone areas and drainage issues

- Perform underground utility research and request current underground utility as-built with original plans and develop an updated substructure plan

- Perform technical specifications, construction drawings, probable cost estimate, and any other documents deemed necessary as determined by the consultant, and approved by the City's Engineer

- Conduct comprehensive inventory of existing drainage facilities including review of as-built from the LA County Public Works Flood Control District and Caltrans

- Design Low Impact Developments (LID) Best Management Practices (BMPs) to improve water quality, water resilience and watershed protection in the adjacent Compton Creek and mitigate the effects of erosion and the inherent potential for sedimentation and other pollutants entering the storm water system

- Perform hydraulic calculations to determine deficiencies in the existing storm drain system including acceptable street capacities based on the LA County requirements

- Identify street segments, and develop complete and comprehensive construction documents

- Prepare Bid Sheet explanations to align with the new construction cost estimate provided

The evaluation process was based upon on several factors including the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work. Given the unique nature of the project, fees for the project were not considered until after the selection of the most qualified firms.

The panel evaluation process resulted in the selection of NV5, Inc. to prepare the construction plans, specifications and estimates for improvement project. NV5, Inc. selection was based on several factors. NV5's demonstrated its multifaceted technical knowledge that combines engineering design for flood control, drainage, green infrastructure, and citywide experience necessary to deliver the project in the most cost efficient and cost-effective manner. The design portion is estimated to take approximately 467 days.

Addtionally, NV5's extensive experience and strong existing relationship with the City infrastructure improvement needs, in light of staff shortage has enabled the firm to provide sufficient cost and time efficient services on previous City projects which included: the Emergency Sewer Line Replacement, the Pearl Avenue Sewer Replacement, and the Annual Residential Streets Rehabilitation, Phase 1 and Phase 2.

Therefore, in order to amend the Public Works Engineering Department's 2024-2025 fiscal year budget and authorize the City Manager to enter into professional services agreement with NV5, Inc. to provide design engineering services pursuant to the Center Avenue Green Street Improvement Project, CIP# 24-04 and establish a purchase order in the amount of $945,686, City Council authorization is necessary.

FISCAL IMPACT

The Public Works Engineering Department's 2024-2025 fiscal year budget will be amended from fund balance as follows:

Increase Expenditures:

Account No.	Description	Amount
2789-710-040-4300	State Grants Capital Outlay	$945,688

Funds in the amount of $945,688 will be available in the Public Works Engineering Department's 2024-2025 Fiscal Year budget in Account No. 2789-710-040-4300.

ALTERNATIVE

Council can reject the proposals. However, due to the desire of the City to move forward with this project, no other alternatives is being proposed at this time.

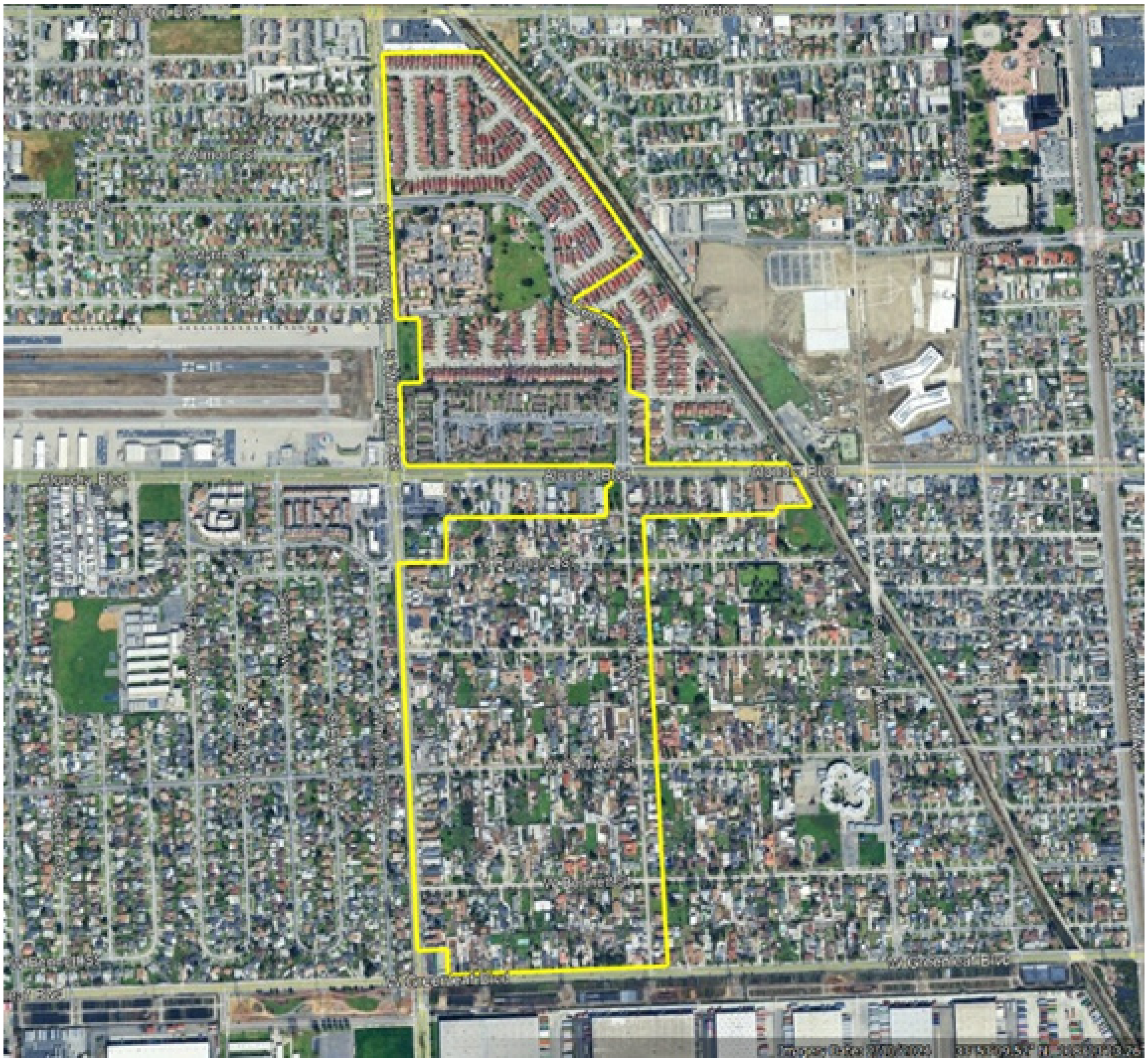
RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

JOHN D. STRICKLAND, JR.,
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER



CENTER AVENUE GREEN STREET AND STORM DRAIN PROJECT MAP

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT'S 2024-2025 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE CENTER AVENUE GREEN STREET AND STORM DRAIN IMPROVEMENT PROJECT, CIP# 24-04 AND ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF $945,688.

WHEREAS, adoption of this resolution will amend the Public Works Engineering Department's 2024-2025 fiscal year budget and authorize the City Manager to enter into a professional services agreement with and establish a purchase order with NV5, Inc. to provide design engineering services for the Green Street Improvement Project, CIP# 24-04 in the amount of $ 945,688; and

WHEREAS, section 19.56, subdivision (e) (19) of the Budget Act of 2021 appropriated $10,000,000 from the State General Fund to Caltrans, to be allocated to the City of Compton for the Center Avenue Green Street Improvement Project; and

WHEREAS, on June 24, 2022, the City of Compton entered into a Funds Transfer Agreement with the California Department of Transportation (Caltrans) in the amount of $10,000,000 for the development of the Center Avenue Green Street Improvement Project; and

WHEREAS, the Center Avenue Green Street Improvement Project (Project) is an infrastructure project proposed by the City of Compton; and

WHEREAS, the primary objective of the Project is to provide flood protection, improve water quality, and enhance recreational opportunities in the City that currently lack adequate drainage and green space; and

WHEREAS, the project will extend and expand the existing storm drain system with the construction of catch basins, lateral line, and gravity mains along Center Avenue; and

WHEREAS, several structural Low Impact Development (LID) Best Management Practices (BMPs) will be installed, yielding multi-benefits that will improve water quality, water resilience, and watershed protection in the adjacent Compton Creek and downstream into the Los Angeles River; and

WHEREAS, the Project targets and enhances a highly urbanized residential area within the City that experience extensive street flooding during storm events and the proposed Project will entail the extension and expansion of the existing storm drain system infrastructure (i.e catch basins, lateral lines, and gravity mains) in the project area, in addition to restoration of the existing road surface; and

WHEREAS, the proposed Project will also include the installation of structural Low Impact Development (LID) Best Management Practices (BMPs) along Center Avenue; and from Center Avenue along Alondra Boulevard to Compton Creek, which will be specifically designed to capture and/or treat stormwater flow that would otherwise contribute to the current flooding problem; and

WHEREAS, examples of potential LID BMPs include drywells, parkway bioswales, permeable pavement, and tree wells; and

WHEREAS, Geotechnical investigations will be conducted in the project area to ensure that the existing soil characteristics are suitable for infiltration; and

WHEREAS, the completion of the proposed Project will yield multi-benefits including flood mitigation, improve water quality, increased water supply, water conservation, watershed protection, and the creation of a new natural resource within the City; and

WHEREAS, the proposed project area is along South Center Avenue from West Greenleaf Boulevard to Alondra Boulevard, South Center Avenue from Alondra Boulevard to South Wilmington Avenue, and along Alondra Boulevard from South Center Avenue to Compton Creek; and

WHEREAS, this encompasses a potential capture area of approximately 150 acres consisting largely of single-family residences; and

WHEREAS, installation of LID BMPs along Alondra Boulevard will connect the Center Avenue Green Street project to the City's Alondra Gateway Park project, which in part of the Compton Creek Implementation Plan's multi-objective effort to transform the existing Compton Creek right-of-way into a multi-benefit publicly accessible (32,000 sf) green space; and

WHEREAS, an essential component of this project is to obtain the services of a qualified and experienced engineering firm to provide design engineering services and on November 13, 2024, staff solicited proposals from qualified design engineering firms to prepare the construction plans, specifications and estimates pursuant to the Center Avenue Green Street Improvement Project; and

WHEREAS, on December 4, 2024, the City received two proposals comprising of NV5, Inc and JMD; and

WHEREAS, a panel of Public Works staff reviewed the submitted proposals and each consultant was rated based upon their qualifications, experience, a demonstrable understanding of the scope of services, approach, resources and the proposed schedule for project implementation; and

WHEREAS, the two respondent to the RFP are listed below:

Rank	Firm	Location	Amount
1	NV5	Irvine, CA	$945,688
2	JMD	City of Industry	$779,398; and

WHEREAS, the scope of work required for the preparation of plans, specifications, and estimates for the Center Avenue storm drain project include the following, but not limited to:

- Conduct inventory and assessment of existing storm drain infrastructure, including pipes, culverts, catch basins, and outfalls

- Conduct a geotechnical investigation in the project area to ensure that existing soil characteristics are suitable for infiltration and provide structural/integrity assessment of existing storm drain facilities

- Evaluate the condition, capacity, and performance of the storm drain system and identify flood-prone areas and drainage issues

- Perform underground utility research and request current underground utility as-built with original plans and develop an updated substructure plan

- Perform technical specifications, construction drawings, probable cost estimate, and any other documents deemed necessary as determined by the consultant, and approved by the City's Engineer

- Conduct comprehensive inventory of existing drainage facilities including review of as-built from the LA County Public Works Flood Control District and Caltrans

- Design Low Impact Developments (LID) Best Management Practices (BMPs) to improve water quality, water resilience and watershed protection in the adjacent Compton Creek and mitigate the effects of erosion and the inherent potential for sedimentation and other pollutants entering the storm water system

- Perform hydraulic calculations to determine deficiencies in the existing storm drain system including acceptable street capacities based on the LA County requirements

- Identify street segments, and develop complete and comprehensive construction documents

- Prepare Bid Sheet explanations to align with the new construction cost estimate provided; and

WHEREAS, the evaluation process was based upon on several factors including the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work and given the unique nature of the project, fees for the project were not considered until after the selection of the most qualified firms; and

WHEREAS, the panel evaluation process resulted in the selection of NV5, Inc. to prepare the construction plans, specifications and estimates for improvement project; and

WHEREAS, NV5, Inc. selection was based on several factors:

NV5's demonstrated its multifaceted technical knowledge that combines engineering design for flood control, drainage, green infrastructure, and citywide experience necessary to deliver the project in the most cost efficient and cost-effective manner. The design portion is estimated to take approximately 467 days.

NV5's extensive experience and strong existing relationship with the City infrastructure improvement needs, in light of staff shortage has enabled the firm to provide sufficient cost and time efficient services on previous City projects which included: the Emergency Sewer Line Replacement, the Pearl Avenue Sewer Replacement, and the Annual Residential Streets Rehabilitation Project, Phase 1 and Phase 2; and

WHEREAS, the Public Works Engineering Department's 2024-2025 fiscal year budget will be amended from fund balance as follows:

Increase Expenditures:

Account No.	Description	Amount
2789-710-040-4300	State Grants Capital Outlay	$945,688; and

WHEREAS, funds in the amount of $945,688 will be available in the Public Works Engineering Department's 2024-2025 Fiscal Year budget in Account No. 2789-710-040-4300; and

WHEREAS, in order to amend the Public Works Engineering Department's 2024-2025 fiscal year budget authorize the City Manager to enter into professional services agreement with NV5, Inc. to provide design engineering services pursuant to the Center Avenue Green Street Improvement Project, CIP# 24-04 and establish a purchase order in the amount of $945,686, City Council authorization is necessary.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with and establish a purchase order with NV5, Inc. to provide design engineering services for the Center Avenue Green Street Improvement Project Improvement Project, CIP# 24-04 in the amount of $ 945,688.

SECTION 2. That the Public Works Engineering Department's 2024-2025 fiscal year budget will be amended from fund balance as follows:

Increase Expenditures:

Account No.	Description	Amount
2789-710-040-4300	State Grants Capital Outlay	$945,688

SECTION 3. That funds in the amount of $945,688 are available in the Public Works Engineering Department's 2024-2025 Fiscal Year budget in Account No. 2789-710-040-4300.

SECTION 4. That a purchase order in the amount of $945,688 shall be established for NV5 Inc. for services to be rendered.

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

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

ADOPTED this ________ day of ____________ 2025.

____
MAYOR OF THE CITY OF COMPTON
EMMA SHARIF

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON
SATRA D. ZURITA

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

I, Satra D. Zurita, 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 __________________, 2025.

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

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

____

CITY CLERK OF THE CITY OF COMPTON
SATRA D. ZURITA

February 25, 2025

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: GENERAL SERVICES DIRECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT BETWEEN VOLUNTEERS OF AMERICA OF LOS ANGELES TO PROVIDE SPACE AT THE NEIGHBORHOOD CENTER (600 NORTH ALAMEDA STREET)

SUMMARY

The City Council will consider a request by Volunteers of America of Los Angeles ("Volunteers of America") to enter into a five (5) year (i.e. February 18, 2025 through April 30, 2030) lease agreement with the City of Compton of City-owned property located at 600 North Alameda Street, Compton, to authorize the leasing of 3,411 square feet of indoor space at the rental rate of One Dollar ($1.00) per square foot.

BACKGROUND

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

In November 2012, the City Manager implemented a City-wide leasing policy which specifies that lease rates shall be on the square footage of the area(s) subject to the exclusive use/occupation of the tenant and that the standard leasing rate for indoor floor space in a City-owned facility shall be ***at least* One Dollar ($1.00) *per square foot.***
Additionally, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance, repairs, security, etc. At the Neighborhood Center location, staff has identified that cost to Two Dollars and Two Cents ($2.02) per square foot. Thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of Three Dollars and Two Cents ($3.02) (i.e. $1.00 per square foot base rental rate plus $2.02 per square foot for utilities.

On December 3, 2019, the Council approved Resolution No. 25,170 which authorized the City Manager to enter into a Three (3) years (i.e. July 1, 2017 through June 30, 2020); lease agreement with Volunteers of America for exclusive use of approximately 3,411 square feet of indoor space located at the Neighborhood Center building at the monthly rental rate of One Dollar ($1.00) per square foot for a total of Three Thousand, Four Hundred Eleven Dollars. ($3411) per mouth, with Volunteers responsible for providing the general upkeep, janitorial, custodial, minor repairs and security for their area. Volunteers utilizes this space for offices for their support services staff.

STATEMENT OF THE ISSUE

According to the prospective Lessee, Volunteers of America is a non-profit human services organization committed to serving people in need, strengthening families and building communities as a faith-based organization with a broad scope of support and services for all regardless of race, gender, age or religious preference. In their second century of service, Volunteers of America is one of the nation's largest and most comprehensive human services organizations, touching the lives of more than 2 million people each year in hundreds of communities across the United States.

This proposed lease agreement will provide Volunteers of America with exclusive use of the following indoor space at the Neighborhood Center facility:

LOCATION	USE	SIZE	SQUARE FEET	CHANGE
Room 1	Office	11' x 24'	264 S.F.	
Room 2	Office	10' x 12'	120 S.F.	
Room 3	Office	6' x 24'	144 S.F.	
Room 4	Office	10' x 11'	110 S.F.	
Room 5	Office	17' x 31'	527 S.F.	
Room 6	Office	17' x 25'	425 S.F.	
Room 7	Office	17' x 28'	476 S.F.	
Room 9	Office	17' x 21'	357 S.F.	
Room 10	Office	17' x 23'	391 S.F.	
Break Room		15' x 11'	165 S.F.	
Storage Room		16' x 27'	432 S.F.	

Total Exclusive Square Footage after Lease Amendment – 3,411 Square Feet

Volunteers of America needs a location for its California Intervention and Prevention (CALVIP) Program and seeks City Council approval to enter into a five (5) year lease agreement with the City of Compton, beginning February 18, 2025 through April 30, 2030, for exclusive occupation of the above-indicated indoor space located at the Neighborhood Center. Volunteer of America is interested in leasing the subject property for the purpose of developing and implementing programming for at-risk transition-aged youth between 18-25 years old. The program would include a comprehensive employment and life skills training program to prepare youth for stable, independent lives outside of gang involvement and will service approximately 300 youth.

Volunteers of America has requested to enter into a five (5) year lease agreement commencing February 18, 2025 through April 30, 2030 to authorize the leasing of a total of 3411 square feet of indoor space at the rental rate of Three Dollars and Two Cents ($3.02) per square foot, which will bring the total rental amount to Ten Thousand, Three Hundred and One Dollar and Twenty-Two Cents ($10,301.22) per month. Volunteers of America shall be responsible for providing the general upkeep, janitorial, custodial, minor repairs and security for their entire areas and the City will be responsible for major and structural upkeep/repairs.

FISCAL IMPACT

Approval of the proposed lease agreement at the requested Three Dollars and Two Cents ($3.02) per square foot for occupation of approximately 3,411 square feet of indoor office space will total of Ten Thousand, Three Hundred and One Dollar and Twenty-Two Cents ($10,301.22) per month. In rental fees for use of the City's facilities.

RECOMMENDATION

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

NEBRAKSA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS
CITY MANAGER

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND VOLUNTEERS OF AMERICA TO PROVIDE SPACE AT THE NEIGHBORHOOD CENTER (600 NORTH ALAMEDA STREET)

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

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

WHEREAS, additionally, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance, repairs, security, etc. and at the Neighborhood Center location, staff has identified that cost to be two dollars and two cents ($2.02) per square foot; thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of three dollars and two cents ($3.02) for exclusive indoor spaces; and

WHEREAS, Volunteers of America is a non-profit human services organization committed to serving people in need, strengthening families and building communities as a faith-based organization with a broad scope of support and services for all regardless of race, gender, age or religious preference. In their second century of service, Volunteers of America is one of the nation's largest and most comprehensive human services organizations, touching the lives of more than 2 million people each year in hundreds of communities across the United States; and

WHEREAS, on December 3, 2019, the Council approved Resolution No. 25,170, which authorized the City Manager to enter into a three (3) year (i.e. July 1, 2017 through June 31, 2020) lease agreement with Volunteers of America for the exclusive use of approximately 3,411 square feet of indoor space located at the Neighborhood Center building at the monthly rental rate of One Dollar ($1.00) per square foot for a total of Three Thousand, Four Hundred and Eleven Dollars $3,411 per month with Volunteers responsible for providing the general upkeep, janitorial, custodial, minor repairs and security for their area. Volunteers utilizes this space for offices for their support services staff; and

WHEREAS Volunteers of America has requested to enter into a five (5) year lease agreement commencing February 18, 2025 through April 30, 2030 to authorize the leasing of a total of 3411 square feet of indoor space at the rental rate of Three Dollars and Two Cents ($3.02) per square foot, which will bring the total rental amount to Ten Thousand, Three Hundred and One Dollar and Twenty-Two Cents ($10,301.22) per month. Volunteers of America shall be responsible for providing the general upkeep, janitorial, custodial, minor repairs and security for their entire areas and the City will be responsible for major and structural upkeep/repairs.

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

<u>Section 1.</u> That the City Manager, upon the approval of the City Attorney is hereby authorized to enter into a five (5) year lease agreement between the City of Compton and Volunteers of America to authorize the leasing of 3411 square feet of indoor space at 600 North Alameda Street, Compton ("Neighborhood Center" facility), at the rental rate of Three Dollars and Two Cents ($3.02) per square foot for the lease agreement term (i.e. February 18, 2025 through April 30, 2030).

<u>Section 2.</u> That commencing on February 18, 2025, the monthly lease rate shall be Eighteen Thousand, Seven Hundred and Ninety-Three Dollars and Forty-Six Cents ($18,793.46) – i.e. Three Dollars and Two Cents ($3.02) per square foot for the total 6,223 square feet in the facility leased to Shields for Families.

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

<u>Section 4.</u> 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 Services-Security Division and the City Attorney.

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

ADOPTED this _______ day of _____________, 2025.

____
MAYOR OF THE CITY OF COMPTON
EMMA SHARIF

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON
SATRA D. ZURITA

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

I, Satra D. Zurita, 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 _____________, 2025.

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

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

____
CITY CLERK OF THE CITY OF COMPTON
SATRA D. ZURITA

LEASE AGREEMENT BETWEEN
CITY OF COMPTON
AND
VOLUNTEERS OF AMERICA

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 **VOLUNTEERS OF AMERICA OF LOS ANGELES** (hereinafter referred to as **"LESSEE"**), collectively, the "Parties."

RECITALS:

WHEREAS, the City of Compton (**"Owner"**), has under its jurisdiction certain real property located at **600 North Alameda Street, Compton, California**, also known as the "**Neighborhood Center**" facility (the "Site"); and

WHEREAS, on_________ the City Council adopted Resolution No. **______,** which authorized the City Manager to enter into a lease agreement with the **Volunteers of America of Los Angeles** ("Lessee") for a period of five (5) years, commencing February 18, 2025, through April 30, 2030; 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 Neihborhood Center Facility
600 North Alameda Street
Compton, California 90220

[The "Site"]

Lessee shall lease approximately 3,411 square feet of indoor office space within the Site building (as outlined on the attached Diagram/map of the Site/Premises). Lessee may also have access to and use of shared public spaces within the site.

Exclusive Indoor Space:

LOCATION	USE	SIZE	SQUARE FEET	CHANGE
Room 1	Office	11' x 24'	264 S.F.	
Room 2	Office	10' x 12'	120 S.F.	
Room 3	Office	6' x 24'	144 S.F.	
Room 4	Office	10' x 11'	110 S.F.	
Room 5	Office	17' x 31'	527 S.F.	
Room 6	Office	17' x 25'	425 S.F.	
Room 7	Office	17' x 28'	476 S.F.	
Room 9	Office	17' x 21'	357 S.F.	
Room 10	Office	17' x 23'	391 S.F.	
Break Room		15' x 11'	165 S.F.	
Storage Room		16' x 27'	432 S.F.	

Total Current Exclusive Square Footage 3,411 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 five (5) years commencing on February 18, 2025, and shall terminate on April 30, 2030, 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 authorize the leasing of a total of 3411 square feet of indoor space at the rental rate of Three Dollars and Two Cents ($3.02) per square foot, which will bring the total rental amount to Ten Thousand, Three Hundred and One Dollar and Twenty-Two Cents ($10,301.22) per month, based on a rental rate of $1.00 per square foot for base rental rate plus $2.02 per square foot for utilities [i.e. Three Dollars and Two Cents ($3.02) per square foot] per square foot of exclusive use indoor space. 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: Neighborhood Center – 600 N. Alameda St.]

<u>Section 4.</u> <u>Use of Premises.</u> 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.), **(excepting legal City holidays)** 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 or for any commercial purposes not stated herein. 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.

<u>Use of Premises at Shared Site on City Holidays and Non-Business Hours</u>
On those dates designated by the City Council as legal City holidays, the Site (including the Premises) shall be closed. If Lessee desires to use the Premises on a City holiday or during hours not specified above, Lessee shall pay the City the costs (e.g. employees' salary) of providing access to the Premises/Site and for provision of City security (if applicable).

Lessee shall provide written notification to the General Services Department a minimum of three (3) business days in advance of its desire to use the Premises on a City holiday or during non-business building hours. Owner shall provide Lessee with an invoice for the costs owed by Lessee for access/use of the Premises on a City holiday or during non-business building hours, which shall be due and payable on receipt by the Lessee.

<u>Section 5.</u> <u>Delivery of Premises.</u> 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. Owner agrees to furnish the following utilities and services at Owner'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.

b. Heating/Cooling.

c. Hot and cold water.

d. Routine maintenance.

e. General/shared security for the Site.

Any and all other types of utilities (e.g. telephone, cable, etc.) and services shall be at the sole expense and responsibility of the Lessee. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises and/or Site. Lessee shall reimburse Owner for the cost of repairing any and all damages to the Premises and/or Site 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.

<u>Section 9.</u> **<u>Repairs and Maintenance.</u>** Owner shall not be responsible to make any repairs or alterations to the Premises, excepting due to reasonable normal wear and tear, 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. 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.

<u>Section 10.</u> <u>Insurance.</u> 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. <u>Losses.</u> 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. <u>Damage or Destruction.</u>

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.

<u>Section 14.</u> **<u>Default.</u>** 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.

<u>Section 15.</u> **<u>Holding Over.</u>** 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. **<u>Cancellation Provision.</u>** 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.

<u>Section 17.</u> **<u>Owner's Access.</u>** 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.

<u>Section 18.</u> **<u>Discrimination.</u>** 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.

<u>Section 31.</u> **<u>Notices.</u>** 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** **(310) 605-1753 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**
To LESSEE:	**Volunteers of America** **3600 Wilshire Blvd** **Los Angeles, California 90010** **Attn:Veronica Lara, Chief Operting Officer** **(213) 389-1500**

<u>Section 32.</u> **<u>Entire Agreement.</u>** 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.

VOLUNTEERS OF AMERICA/LESSEE

By __________________________________ Dated: ______________
Veronica Lara, Chief Operating Officer

CITY OF COMPTON/OWNER
Recommended for Approval:

By __________________________________ Dated: ______________
Nebraska Jones, Director
General Services Department

Approved by:

By __________________________________ Dated: ______________
Willie A. Hopkins, Jr., City Manager

Approved as to form:

By __________________________________ Dated: ______________
Eric J. Perrodin, City Attorney

ATTEST:

Dated: _________________ By ______________________________
Santra D. Zurita, City Clerk

Encl:
Resolution No. _________

Volunteers of America
LOS ANGELES

February 5, 2025

Nebraska Jones
City of Compton
205 South Willowbrook Ave
Compton, CA 90220

Re: Renewing the lease for 600 N. Alameda Street, Compton, CA 90221

Dear Mr Jones,

We would like to renew our lease at 600 N Alameda Street, Compton, CA 90221. The space will continue to be used as Administrative Office Space consists of 3,411 square feet for the rate of $2.00 per sq ft. for a term of 3 years effective March 1, 2025.

If you can provide the draft lease agreement for our review. You can send it directly to Juana Rivas, Senior Property Services, email jrivas@voala.org. If you have any questions, please feel free to contact us at 213-389-7641.

Sincerely,

Veronica Lara
Chief Operating Officer

3600 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90010 phone (213) 389-1500 fax (213) 385-7599 www.voala.org

February 25, 2025

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **DIRECTOR GENERAL SERVICES DEPARTMENT**

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

SUMMARY

The City Council will consider a request by Shields for Families (“Shields”) to enter into a five (5) year (i.e. March 1, 2025 through March 31, 2030) lease agreement with the City of Compton of City-owned property located at 600 North Alameda Street, Compton, to authorize the leasing of 6,223 square feet of indoor space at the rental rate of One Dollar ($1.00) per square foot.

BACKGROUND

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

In November 2012, the City implemented a City-wide leasing policy which specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the tenant and that the standard leasing rate for indoor floor space in a City-owned facility shall be ***at least*** **One Dollar ($1.00)** ***per square foot.*** Additionally, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance, repairs, security, etc. At the Neighborhood Center location, staff has identified that cost to Two Dollars and Two Cents ($2.02) per square foot. Thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of Three Dollars and Two Cents ($3.02) (i.e. $1.00 per square foot base rental rate plus $2.02 per square foot for utilities, maintenance, custodial and security).

On October 8th, 2019, the Council approved Resolution No. 25,134, which authorized the City Manager to enter into a five (5) year (i.e. August 1, 2017 through July 31, 2022) lease agreement with Shields for the exclusive use of approximately 5,808 square feet of indoor space located at the Neighborhood Center building at the monthly rental rate of One Dollar and Forty Cents ($1.40) per square foot for a total of $8,131.20 per month, with Shields responsible for providing the general upkeep, janitorial, custodial, minor repairs and security for their area. Shields utilizes this space for offices for their support services staff.

Shields has requested to enter into a five (5) year lease agreement commencing February 18, 2025 through March 31, 2030 to authorize the leasing of a total of 6223 square feet of indoor space at the rental rate of Three Dollars and Two Cents ($3.02) per square foot, which will bring the total rental amount to Eighteen Thousand, Seven Hundred and Ninety-Three Dollars and Forty-six Cents ($18,793.46). Shields shall be responsible for providing the general upkeep, janitorial, custodial, minor repairs and security for their entire areas and the City will be responsible for major and structural upkeep/repairs.

STATEMENT OF THE ISSUE

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

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

LOCATION	USE	SIZE	SQUARE FEET
Room 8	Office	16'-0" x 27'-8"	443 S.F.
Room 8B	Office	12'-9" x 11'-4"	145 S.F.
Room 11	Office	16'-0" x 9'-11" 12'-9" x 6'-5"	240 S.F.
Room 12	Office	11'-8" x 16'-6"	193 S.F.
Room 13	Office	7'-6" x 16'-6"	124 S.F.
Room 14	Office	9'-6" x 16'-6"	157 S.F.
Room 15	Office	9'-6" x 16'-6"	157 S.F.
Room 16	Office	21'-6" x 16'-6"	355 S.F.
Room 17	Office	11'-6" x 16'-8"	192 S.F.
Room 18	Office	35'-9" x 16'-8"	596 S.F.
Room 19	Office	15'-6" x 16'-8"	258 S.F.
Room 20	Office	18'-2" x 16'-8"	303 S.F.
Room 21	Office	12'-4" x 16'-8"	206 S.F.
Room 22	Office	17'-11" x 16'-8"	299 S.F.
Room 23	Office	16'-7" x 16'-8"	276 S.F.
Room 28 – 31	Office	16'-0" x 38'-0"	608 S.F.
Room 29	Office	16'-0" x 19'-11"	319 S.F.
Room 30	Office	16'-0" x 12'-9"	204 S.F.
Storage 1	Storage	11'-0" x 4'-0"	44 S.F.
Storage 2	Storage	11'-0" x 4'-0"	44 S.F.
Lobby Storage	Storage	16'-0" x 6'-0"	96 S.F.
Room 32	Office	17'-0" x 13'-0"	221 S.F.
Room 32 RR	Restroom	12'-0" x 6'-0"	72 S.F.
Room 33	Office	16'-0" x 11'-0"	176 S.F.
Kitchen	Kitchen	15'-0 x 22'-0	330 S.F.

Total Current Exclusive Square Footage 6,223 Square Feet

FINANCIAL IMPACT

Approval of the proposed lease agreement at the requested Three Dollars and Two Cents ($3.02) per square foot for occupation of approximately 6,058 square feet of indoor office space will total to Eighteen Thousand, Seven Hundred and Ninety-Three Dollars and Forty-six Cents ($18,793.46) per month in rental fees for use of the City's facilities.

RECOMMENDATION

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

NEBRASKA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

WILLIE HOPKINS
CITY MANAGER

RESOLUTION NO. __________

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

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

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

WHEREAS, additionally, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance, repairs, security, etc. and at the Neighborhood Center location, staff has identified that cost to be two dollars and two cents ($2.02) per square foot; thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of three dollars and two cents ($3.02) for exclusive indoor spaces; and

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

WHEREAS, on October 8, 2019, the Council approved Resolution No. 25,134, which authorized the City Manager to enter into a five (5) year (i.e. August 1, 2017 through July 31, 2022) lease agreement with Shields for Families for the exclusive use of approximately 5,808 square feet of indoor space located at the Neighborhood Center building at the monthly rental rate of One Dollar and Forty Cents ($1.40) per square foot for a total of Eight Thousand, One Hundred, Thirty One Dollars and Twenty Cents $8,131.20 per month; and

WHEREAS, Shields has requested to further enter into a five (5) year lease agreement to authorize the leasing of a total of 6,223 square feet of indoor space at the rental rate of Three Dollars and Two Cents ($3.02) per square foot, which will bring the total rental amount to Eighteen Thousand, Seven Hundred and Ninety-Three Dollars and Forty six Cents ($18,793.46). Shields shall be responsible for providing the general upkeep, janitorial, custodial, minor repairs and security for their entire areas and the City will be responsible for certain utilities (i.e. gas, electrical, water, trash, etc.) and major and structural upkeep/repairs.

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

Section 1. That the City Manager, upon the approval of the City Attorney is hereby authorized to enter into a five (5) year lease agreement between the City of Compton and Shields for Families to authorize the leasing of 6058 square feet of indoor space at 600 North Alameda Street, Compton ("Neighborhood Center" facility), at the rental rate of Three Dollars and Two Cents ($3.02) per square foot for the lease agreement term (i.e. February 18, 2025 through March 31, 2030).

Section 2. That commencing on March 1, 2025, the monthly lease rate shall be Eighteen Thousand, Seven Hundred and Ninety-Three Dollars and Forty six Cents ($18,793.46) – i.e. Three Dollars and Two Cents ($3.02) per square foot for the total 6,223 square feet in the facility leased to Shields for Families.

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 Services-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 _____________, 2025.

____
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, Satra D. Zurita, 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 _____________, 2025.

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

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

____
CITY CLERK OF THE CITY OF COMPTON

LEASE AGREEMENT BETWEEN
CITY OF COMPTON
AND
SHIELDS FOR FAMILIES

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 **SHIELDS FOR FAMILIES** (hereinafter referred to as **"LESSEE"**), collectively, the "Parties."

RECITALS:

WHEREAS, the City of Compton (**"Owner"**), has under its jurisdiction certain real property located at **600 North Alameda Street, Compton, California**, also known as the "**Neighborhood Center**" facility (the "Site"); and

WHEREAS, on__________ the City Council adopted Resolution No. ______**,** which authorized the City Manager to enter into a lease agreement with the **Shields For Families** ("Lessee") for a period of five (5) years, commencing February 18, 2025, through May 31, 2030; 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 Neihborhood Center Facility
600 North Alameda Street
Compton, California 90220

[The "Site"]

Lessee shall lease approximately 6,058 square feet of indoor office space within the Site building (as outlined on the attached Diagram/map of the Site/Premises). Lessee may also have access to and use of shared public spaces within the site.

Exclusive Indoor Space:

LOCATION	USE	SIZE	SQUARE FEET
Room 8	Office	16’-0” x 27’-8”	443 S.F.
Room 8B	Office	12’-9” x 11’-4”	145 S.F.
Room 11	Office	16’-0” x 9’-11” 12’-9” x 6’-5”	240 S.F.
Room 12	Office	11’-8” x 16’-6”	193 S.F.
Room 13	Office	7’-6” x 16’-6”	124 S.F.
Room 14	Office	9’-6” x 16’-6”	157 S.F.
Room 15	Office	9’-6” x 16’-6”	157 S.F.
Room 16	Office	21’-6” x 16’-6”	355 S.F.
Room 17	Office	11’-6” x 16’-8”	192 S.F.
Room 18	Office	35’-9” x 16’-8”	596 S.F.
Room 19	Office	15’-6” x 16’-8”	258 S.F.
Room 20	Office	18’-2” x 16’-8”	303 S.F.
Room 21	Office	12’-4” x 16’-8”	206 S.F.
Room 22	Office	17’-11” x 16’-8”	299 S.F.
Room 23	Office	16’-7” x 16’-8”	276 S.F.
Room 28 – 31	Office	16’-0” x 38’-0”	608 S.F.
Room 29	Office	16’-0” x 19’-11”	319 S.F.
Room 30	Office	16’-0” x 12’-9”	204 S.F.
Storage 1	Storage	11’-0” x 4’-0”	44 S.F.
Storage 2	Storage	11’-0” x 4’-0”	44 S.F.
Lobby Storage	Storage	16’-0” x 6’-0”	96 S.F.
Room 32	Office	17’-0” x 13’-0”	221 S.F.
Room 32 RR	Restroom	12’-0” x 6’-0”	72 S.F.
Room 33	Office	16’-0” x 11’-0”	176 S.F.
Kitchen	Kitchen	15’-0 x 22’-0	330 S.F.

Total Current Exclusive Square Footage 6223 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 five (5) years commencing on February 18, 2025, and shall terminate on March 31, 2030, 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 **Eighteen Thousand, Seven Hundred and Ninety-Three Dollars and Forty-six Cents ($18,793.46) per month**, based on a rental rate of $1.00 per square foot for base rental rate plus $2.02 per square foot for utilities [i.e. Three Dollars and Two Cents ($3.02) per square foot] per square foot of exclusive use indoor space. 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: Neighborhood Center – 600 N. Alameda St.]

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.), **(excepting legal City holidays)** 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 or for any commercial purposes not stated herein. 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.

<u>Use of Premises at Shared Site on City Holidays and Non-Business Hours</u>
On those dates designated by the City Council as legal City holidays, the Site (including the Premises) shall be closed. If Lessee desires to use the Premises on a City holiday or during hours not specified above, Lessee shall pay the City the costs (e.g. employees' salary) of providing access to the Premises/Site and for provision of City security (if applicable).

Lessee shall provide written notification to the General Services Department a minimum of three (3) business days in advance of its desire to use the Premises on a City holiday or during non-business building hours. Owner shall provide Lessee with an invoice for the costs owed by Lessee for access/use of the Premises on a City holiday or during non-business building hours, which shall be due and payable on receipt by the Lessee.

<u>Section 5.</u> **<u>Delivery of Premises.</u>** 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.

<u>Section 6.</u> **<u>Utilities and Other Services.</u>** Owner agrees to furnish the following utilities and services at Owner'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.

b. Heating/Cooling.

c. Hot and cold water.

d. Routine maintenance.

e. General/shared security for the Site.

Any and all other types of utilities (e.g. telephone, cable, etc.) and services shall be at the sole expense and responsibility of the Lessee. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises and/or Site. Lessee shall reimburse

Owner for the cost of repairing any and all damages to the Premises and/or Site 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.

<u>Section 9.</u> **<u>Repairs and Maintenance.</u>** Owner shall not be responsible to make any repairs or alterations to the Premises, excepting due to reasonable normal wear and tear, 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. 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.

<u>Section 10.</u> **<u>Insurance.</u>** 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.

<u>Section 13.</u> **<u>Hazard Materials.</u>** 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. <u>Remediation.</u> 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.

<u>Section 14.</u> **<u>Default.</u>** 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.

<u>Section 28.</u> <u>Amendments.</u> 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.

<u>Section 29.</u> <u>Waivers.</u> 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.

<u>Section 30.</u> <u>Governing Law and Severability.</u> 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.

<u>Section 31.</u> <u>Notices.</u> 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
(310) 605-1753 – fax.

With copy to:

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

To LESSEE: **Shields For Families**
11601 S. Western Ave
Los Angeles, California 90047
Attn:Jonathan Ousley, Chief Administrative Officer
(323) 242-5000

<u>Section 32.</u> <u>Entire Agreement.</u> 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.

SHIELDS FOR FAMILIES LESSEE

By ________________________________ **Dated:** ______________
Jonathan Ousley, Chief Administrative Officer

CITY OF COMPTON/OWNER
Recommended for Approval:

By ________________________________ **Dated:** ______________
Nebraska Jones, Director
General Services Department

Approved by:

By ____________________________________ Dated: _______________
Willie A. Hopkins, Jr., City Manager

Approved as to form:

By ___________________________________ Dated: _______________
Eric J. Perrodin, City Attorney

ATTEST:

Dated: __________________ By _______________________________
Santra D. Zurita, City Clerk

Encl:
Resolution No. __________

SHIELDS for families

believing, building, becoming

2/6/2025

ATTN: City of Compton

RE: 600 North Alameda, Lease Rate for SHIELDS for Families

To Whom It May Concern:

This letter is to accompany our application to continue the Lease for SHIELDS for Families at the 600 North Alameda building owned by the City of Compton. In our application package, we referenced a competitive lease rate based on our previous lease at this location. SHIELDS is now aware that the cost per square foot has increased since this time and would like to notify the City of Compton that we are agreeable to the increase in cost per square foot. This location is critical to the programs and services that we offer to the residents of Compton, and we want to clarify that an increase in rent from our previous lease is acceptable.

Sincerely,

Jonathan Ousley, LMFT
Chief Administrative Officer
SHIELDS for Families