

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, October 09, 2012 5:45 PM

HEARING(S)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. **POWER POINT PRESENTATION** - Congresswoman Laura Richardson, Legislative Update
2. **PROCLAMATION PROCLAIMING** - Day of the Girl

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

APPROVAL OF MINUTES

3. SEPTEMBER 25, 2012

REPORTS OF OFFICERS AND COMMISSIONS

CITY FIRE DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CARMENITA TRUCK CENTER FOR VEHICLE MAINTENANCE AND REPAIR

COMMUNITY REDEVELOPMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH YOUTH BUILD AS A DEVELOPER PARTNER FOR THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP 1 & 3)

HOUSING AUTHORITY

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON LOCAL HOUSING AUTHORITY

PUBLIC WORKS-ENGINEERING

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING ANNUAL MEMBERSHIP, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2012-2013

WATER DEPARTMENT

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SPRINGBROOK SOFTWARE COMPANY FOR THE MAINTENANCE OF TECHNICAL SUPPORT OF THE SOFTWARE AND HARDWARE FOR THE WATER DEPARTMENT'S UTILITY BILLING SYSTEM

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

9. A REQUEST TO SCHEDULE PUBLIC HEARINGS REGARDING PROPOSED RE-ALIGNMENT OF ELECTORAL DISTRICTS (**October 23, 2012 at 5:50 p.m. and November 6, 2012 at 6:00 p.m.**)
10. **ORAL REPORT** - SHERIFF'S DEPARTMENT (Prostitution)
11. **POWERPOINT PRESENTATION-** GRANT PROGRAMS OVERVIEW

CLOSED SESSION

12. THREAT TO PUBLIC SERVICES OR FACILITIES:

CONSULTATION WITH: LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT - Lt. Jerry Cummins

Pursuant to California Government Code Section 54957(a)

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE, PRO SHOP AND SNACK BAR
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR THE PAYMENT OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2012/2013
15. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-21.6 OF CHAPTER 2 OF THE COMPTON MUNICIPAL CODE ELIMINATING THE COMPENSATION OF THE CHAIRPERSON AND COMMISSION MEMBERS OF THE COMPTON GAMING COMMISSION

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, October 16, 2012 @ 5:45 PM.

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

View Meetings Live at <mms://livemedia.comptoncity.org:8080>

SEPTEMBER 25, 2012

The City Council meeting was called to order at 5:58 p.m. in the Council Chambers of City Hall by Mayor Pro-Tem Lillie Dobson.

ROLL CALL

Council Members Present: **Zurita, Jones, Dobson**

Council Members Absent: **Arceneaux, Perrodin**

Other Officials Present: **C. Cornwell, A. Godwin, G. H. Duffey**

Craig Cornwell, City Attorney, requested a motion to waive the order of the agenda and go into closed session.

Mayor Pro-Tem Dobson opened the floor for audience comments on closed session item.

Joyce Kelly, Compton resident, expressed a concern for closed sessions routinely being held before agenda items. She also asked that the attorneys on the case be introduced to the citizens, and questioned what makes these cases different from previous cases.

Lynn Boone, Compton resident, challenged the city attorney's request to conduct a closed session prior to a vote of the council to select a district map. She also stated that she was looking forward to the city attorney's response to the Coalition of Compton Unions lawsuit.

Lee Wax, Coalition of Compton Unions, petitioned the City Council to work as a team to resolve PERB Case No. LA-CE712-M.

Sheila Smith, Compton resident, objected to the city attorney's request to conduct a closed session prior to addressing agenda items, because it is an inconvenience on the citizens in attendance.

Val Dudley, Compton resident, asked that notices be posted on the agenda to notify residents when closed session items will be held prior to the council meeting.

On motion by Zurita, seconded by Jones, to waive the order of the agenda, by the following vote on roll call:

AYES: **Council Members - Zurita, Jones, Dobson**

NOES: **Council Members - None**

ABSENT:**Council Members - Arceneaux, Perrodin**

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
 Gonzalez v. City of Compton, LASC BC450494

Coalition of Compton Unions v. City of Compton, State of California PERB Case No. LA-CE712-M
Pursuant to California Government Code Section 54956.9(a)

On motion by Zurita, seconded by Jones, the closed sessions were approved, by the following vote on roll call:

AYES: **Council Members - Zurita, Jones, Dobson**

NOES: **Council Members - None**

ABSENT:**Council Members - Arceneaux, Perrodin**

#3.

The meeting was recessed to closed session at 6:07 p.m. and reconvened at 8:03 p.m.

ROLL CALL

Council Members Present: Zurita, Jones, Dobson
Council Members Absent: Arceneaux, Perrodin

REPORT OUT OF CLOSED SESSION

Craig Cornwell, City Attorney, reported that council met in closed session with legal counsel, existing litigation, Gonzales v. City of Compton, LASC BC450494. No action was taken.

As it relates to the Coalition of Compton Unions v. City of Compton, State of California PERB Case No. LA-CE712-M: settlement parameters were given to resolve the matter pursuant California Government Code Section 54956.9(a).

6:00 P.M. - PUBLIC HEARING - ADOPTION OF CONGESTION MANAGEMENT PLAN IN CONFORMANCE WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (Item #9)

On motion by Zurita, seconded by Jones, the public hearing was opened at 8:06 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Dobson
NOES: Council Members - None
ABSENT: Council Members - Arceneaux, Perrodin

Mr. Williams, Public Works Director recommended that council take public testimony, waive further readings and adopt the resolution which declares the City of Compton to be in conformance with the congestion management report, and adopting the congestion management local development report in accordance with California Government Code Section 65089.

AUDIENCE COMMENTS ON THE HEARING

Lynn Boone, Compton resident, requested the cost to conduct the study. Mr. Williams stated that he did not have that information at this time.

G. H. Duffey, City Manager, asked the members of the audience to ask all their questions at once and staff will respond at the end of the questions.

Ms. Boone asked if there were any changes in the report since last year. Mr. Williams explained that there were minimal changes and that the report is prepared by the Planning Department.

Ms. Boone suggested that an employee from the Planning Commission answer the questions; and asked why the staff report indicates that there would be no fiscal impact to the City's general fund, if the City is expected to receive gas tax funds.

Mr. Williams answered that the gas tax allocations would not be increased because it is the same amount every year. Mr. Williams noted that any changes would be reflected in the environmental report.

G. H. Duffey, City Manager, notified Ms. Boone that gas taxes have already been allocated into the 2012-2013 fiscal year budget; and that there has been very little development and growth that would impact the report from year to year.

Joyce Kelly, Compton resident, stated that she was offended by the lack of respect the city manager has for the elected officials. She questioned the findings within the report and asked if an employee from the Planning Department could address the citizen's concerns.

Councilperson Zurita clarified that she did not perceive any disrespect from the city manager's charge to restore order in the meeting.

Robert Delgadillo, Planning Department, presented a quick overview of the item from the Planning Department's perspective.

On motion by Zurita, seconded by Jones, the public hearing was closed at 8:19 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Dobson

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Perrodin

COUNCIL COMMENTS ON THE HEARING - There were no Council Comments on the hearing.

6:15 P.M. - PUBLIC HEARING - PROPOSED RE-ALIGNMENT OF ELECTORAL DISTRICTS (Item #10)

On motion by Zurita, seconded by Jones, the public hearing was opened at 8:20 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Dobson

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Perrodin

Douglas Johnson, demographer of National Demographics Corporation (NDC), presented Plans A, B and C, two plans from the Plaintiff's group (shown last week) and a new map Plan D.

AUDIENCE COMMENTS ON THE HEARING

Robert Ray, Compton resident, spoke in favor of Plan "A" because it maintains the closest boundaries the citizens are accustomed to. He asked if the City had any intentions on annexing any of the three unincorporated areas into the City and if so, will they determine how many people live in those areas and draw a map of six districts.

Barbara Calhoun, Compton resident and former councilperson, spoke in favor of Plan "A" and asked that copies of the new map be made available to the citizens. She asked if Plan D was established solely on population; and that council ensures that all elected officials live in the district they represent.

Benjamin Holifield, Compton resident, spoke in favor of Plan "A" and the implementation of six districts.

Pedro Pallan, concerned citizen, expressed a concern for the demographics and voting age of Plan "D." He went on to ask that council have more consideration for the people in attendance when considering going into closed session.

Lynn Boone, Compton resident, indicated that there would have to be changes in the voting process, in order for the boundaries to be effective.

Craig Cornwell, City Attorney, recommended that the hearing be suspended to Thursday to give everyone a chance to review the new map.

On motion by Zurita, seconded by Jones, the public hearing was continued to Thursday, September 27, 2012 at 7 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Dobson

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Perrodin

COMMENDATORY RESOLUTIONS/PRESENTATIONS

Mayor Pro-Tem Dobson and the City Council proclaimed September 25, 2012 as "National Voter Registration Day" in the City of Compton.

#3.

1. **PROCLAMATION** - "IT CAN WAIT - NO TEXTING WHILE DRIVING PLEDGE" - AT&T

Craig Cornwell, City Attorney, read the proclamation proclaiming September 19, 2012 as "No Texting While Driving Pledge Day" in the City of Compton.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Roland Coleman, Deputy Director of the Compton Worksource Center (CWC), offered the City of Compton four to six paid internship opportunities from September 26, 2012 to January 31, 2013. If you would like additional information, please call the Worksource Center at (310) 762-1101.

Carlos Vasquez, Site Manager at CWC, announced that CWC would be partnering with hundreds of organizations to provide resources and tools for mature workers. Mr. Vasquez announced the following workshops and employment opportunities to be held at CWC:

A mature workers workshop will be held Wednesday, September 26, 2013 at 10 a.m.

"Expungement Forum" to be held Monday, October 22, 2012.

Los Angeles Police Department testing for Police Officer I Tuesday, October 30, 2012 at 10 a.m.

"Resource & Career Fair" to be held Thursday, November 1, 2012 from 10 a.m. to 2 p.m.

If you would like more information on how you can learn how to find a job, obtain job leads and job search strategies, get help with online job searching, resume writing, dressing for success, cover letters and career and technical education, please call (310) 762-1101.

Robert Ray, Compton resident, commended Mayor Pro-Tem Dobson and former councilperson Barbara Calhoun for the services provided during the "9th Annual Homeless Veterans Stand-down" event last weekend. Mr. Ray called for peace among those of the Muslim faith and declared that America did not make the offensive video recording.

Benjamin Holifield, Compton resident, requested a copy of the report addressing the traffic signal at Central and Compton Boulevard. He commented on the garden event at Walton Middle School last Saturday and the shuttle viewing prior to that. He petitioned the City Council to redesign the monument at Willowbrook and Compton Boulevard to honor U. S. veterans and asked the city manager to negotiate with the petroleum companies in an effort to help eliminate the City's indebtedness. He also asked that the issue regarding the gate dividing the Crystal Casino and the Gateway Towne Center be revisited.

Jim Jenkins, owner of the Brandy Salon banquet hall, petitioned the City Council to approve the document that was approved by the Planning Commission.

Councilperson Jones asked Mr. Jenkins if there were any modifications in the proposed resolution. Mr. Jenkins replied that he was surprised to see a modification in documents, which is why he is specifically requesting that council consider approving the document that the Planning Commission approved at their hearing.

Councilperson Jones made a recommendation to uphold the decision made by the Planning Commission.

Craig Cornwell, City Attorney, recommended that council first hear from the Planning Department regarding the logistics of the resolution.

Councilperson Jones clarified that it is his recommendation to review the same information that the Planning Commission approved.

McKinley Johnson, veteran and film-making student, requested the council's approval to utilize VFW Post 5394 to facilitate film production October 4-5, 2012.

Craig Cornwell, City Attorney, referred Mr. Johnson to his office.

Lorraine Cervantes, Compton resident, invited the City Council to participate in the Our Lady Victory carnival festivities September 28-30, 2012. She alleged that there were several properties being used in the community to host birthday parties and suggested that legal facilities be established before addressing illegal ones. She spoke in favor of the Brandy Salon banquet hall and alleged that two of the individuals who spoke in opposition to the conditional use permit last week were paid to do so.

Joyce Kelly, Compton resident, advised the members of the City Council to drive around the neighborhood surrounding the banquet hall to see exactly how the events affect nearby residents. She suggested that monies expended on construction management and inspection services for traffic signal upgrades be spent on pothole and street repair.

Val Dudley, Compton resident, after walking the streets of Santa Fe and Pine Street, Ms. Dudley petitioned the City Council to order code enforcement to address the property at 541 Pine Street.

Mayor Pro-Tem Dobson maintained that the Compton Initiative does a wonderful job in trying to clean-up the City of Compton; however she stated it is impossible for the City to clean up everyone's living quarters.

Lynn Boone, Compton resident, advised the citizens to read the City Charter with regard to the city attorney's duties concerning the conditional use permit for the property at 541 Pine Street. She held that the approval of the conditional use permit would subject nearby residents to the banquet room being open for thirteen to fourteen hours seven days a week for ten years. She alleged that the city manager was lobbying the Caucasian business owner of the banquet room against the Latino owners of the apartment building to see if he could make a deal. She further advised Councilperson Jones to read the resolution before committing himself, because it is wrong.

G. H. Duffey, city manager, apologized to everyone for those racist remarks.

CONSENT AGENDA

ITEMS REMOVED FROM THE CONSENT AGENDA - Item Number Three was removed from the Consent Agenda.

On motion by Zurita, seconded by Jones, the Consent Agenda was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Dobson

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Perrodin

APPROVAL OF MINUTES

2. SEPTEMBER 11, 2012 - Approved.

PUBLIC WORKS-ENGINEERING

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH GK & ASSOCIATES TO EXTEND THE TERMS OF THE AGREEMENT TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE TRAFFIC SIGNAL UPGRADE PROJECT (CIP# 06-06 & CIP 06-06R)

Councilperson Zurita asked the city manager if it was necessary for the City to contract out for construction management and inspection services.

#3.

Harold Williams, Public Works Director, stated that it is absolutely imperative that this contract continue, because there is no one within the City capable of facilitating this multi-million dollar CALTRANS grant-funded project.

On motion by Zurita, seconded by Jones, **Resolution # 23,608** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH GK & ASSOCIATES TO EXTEND THE TERMS OF THE AGREEMENT TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE TRAFFIC SIGNAL UPGRADE PROJECT (CIP# 06-06 & CIP 06-06R)**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Dobson

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Perrodin

END COSENT AGENDA

REGULAR AGENDA

4. ORAL REPORT - Martinez v. City of Compton - I-8502 (Status)

City Attorney Cornwell stated that this item was brought before the council's attention in June 2012 regarding a slip and fall injury for \$56,000. Mr. Cornwell announced that the City was successful in court and the case was not allowed to continue.

CITY MANAGER'S REPORT- There was no City Manager Reports.

UNFINISHED BUSINESS- There was no Unfinished Business.

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO UPHOLD THE PLANNING COMMISSIONERS' DECISION TO APPROVE CONDITIONAL USE PERMIT CASE NO. 2698, VARIANCE CASE NO. 2707, AND MND CASE NO. 928 FOR THE SALON BRANDY BANQUET FACILITY SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL

Councilperson Jones questioned whether or not, there were any modifications in the item that was approved by the Planning Commission.

Robert Delgadillo, Planning Department, explained that condition 45 was added to the Planning Commission's decision, because he discovered that there was inadequate parking in the offsite parking location. Mr. Delgadillo indicated that the applicant had secured 60 spaces with the offsite lot at 431 East Oaks Street; however he stated that those spaces will not be available until after 4 p.m.

Councilperson Jones asked if there were opportunities to host events during the morning and afternoon hours. Mr. Delgadillo answered that staff put in an exemption in the resolution, which states that the applicant can operate one room prior to 4 p.m.

Councilperson Jones requested an amendment be placed in the resolution to allow breakfast meetings on site.

City Attorney Cornwell conceded that council was unable to approve an item that was not discussed in the public hearing at the planning or council level; the council will have to give the public an opportunity to comment on this item in a public hearing.

Councilperson Jones requested the action before the council. Mr. Delgadillo stated that the Planning Commission's decision without condition 45 is currently before the council.

Councilperson Jones asked if he could host a breakfast event at the site. Mr. Duffey replied affirmatively.

Councilperson Zurita contended that condition 45 could not be added to the resolution if it was not a part of the public hearing.

Councilperson Zurita maintained that the proper procedure would have been to bring the item back for a public hearing.

Councilperson Zurita requested legal counsel regarding a motion to exclude the amendment.

City Attorney Cornwell instructed Councilperson Zurita to include the exclusion in the motion.

Councilperson Zurita motioned to exclude condition 45 and to uphold the decision made by the Planning Commission.

On motion by Zurita, seconded by Jones, **Resolution # 23,609** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO UPHOLD THE PLANNING COMMISSIONERS' DECISION TO APPROVE CONDITIONAL USE PERMIT CASE NO. 2698, VARIANCE CASE NO. 2707, AND MND CASE NO. 928 FOR THE SALON BRANDY BANQUET FACILITY SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Dobson

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Perrodin

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-2013

On motion by Zurita, seconded by Jones, **Resolution # 23,610** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-2013**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Dobson

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Perrodin

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO ENTER INTO A WASTE HAULING FRANCHISE AGREEMENT WITH PACIFIC COAST WASTE AND RECYCLING LLC AND SETTING A PUBLIC HEARING FOR OCTOBER 16, 2012 AT 5:50PM

Councilperson Zurita requested an explanation on behalf of the citizens.

Craig Cornwell, City Attorney, requested a public hearing to review and discuss the current terms of the City of Compton and Pacific Coast Waste & Recycling agreement:

- proposed ten year waste hauling and recycling services agreement effective October 1, 2012
- two year contract extension fee of \$500,000 to the City prior to June 30, 2014
- increase in franchise fees to the city of Compton from 6.4% to 10 % for waste hauling and recycling services for the City of Compton
- the sale of city-owned collection vehicles for \$500,000 no later than June 1, 2013 and,
- the sale of city owned commercial bins for \$162,730 no later than July 1, 2014
- as well as other proposed changes to the current waste hauling and recycling services agreement between the City of Compton and Pacific Coast Waste & Recycling LLC

This resolution will be posted in the Compton Bulletin until the hearing date of October 16, 2012 if approved by council.

#3.

Councilperson Zurita stated that she was pleased to hear that the City would no longer be liable for the maintenance of these vehicles.

On motion by Zurita, seconded by Jones, **Resolution # 23,611** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO ENTER INTO A WASTE HAULING FRANCHISE AGREEMENT WITH PACIFIC COAST WASTE AND RECYCLING LLC. AND SETTING A PUBLIC HEARING FOR OCTOBER 16, 2012 AT 5:50 P.M.**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Dobson

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Perrodin

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FINDING THE CITY OF COMPTON TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

On motion by Zurita, seconded by Jones, **Resolution # 23,612** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FINDING THE CITY OF COMPTON TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Dobson

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Perrodin

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON RE-ALIGNING THE BOUNDARIES OF THE CITY COUNCIL DISTRICTS, BASED ON THE 2010 CENSUS, FOR USE AT THE CITY'S APRIL 2013 PRIMARY ELECTION AND SUBSEQUENT ELECTIONS (First Reading) **(REAGENDAD TO THURSDAY, SEPTEMBER 27, 2012 AT 7 P.M.)**

APPROVAL OF WARRANTS- There was no warrants to be approved.

COUNCIL COMMENTS

Councilperson Zurita requested that the meeting be adjourned in the memory of former Compton Unified School District personnel commissioner Martin D. Chavez.

Councilperson Zurita congratulated Assemblyman Dr. Isadore Hall III for winning the 2012 Legislature of the Year Award. Ms. Zurita also thanked Mr. Williams for his timely presentation on the traffic signal at Central and Compton Boulevard.

Councilperson Zurita commended the Holifield family for their vision to create the community care organic pilot program at Walton Middle School. Ms. Zurita mentioned that she also had the opportunity to attend the East Rancho 6th Annual Community Fair at East Rancho Dominguez Park.

Councilperson Zurita encouraged the residents to patronize the new Sprint service store in the Downtown Compton Plaza.

Councilperson Zurita announced the Compton Parks and Recreation afterschool program for youths ages 5 to 14 beginning October 1, 2012. For more information, please call the park office at (310) 638-1007. Sign-ups are taken at all parks.

Councilperson Zurita announced the "1st Annual Compton Walk for the Cure" event to be held on Saturday, October 27, 2012.

Councilperson Jones commended Councilperson Dobson for her leadership at the "9th Annual Homeless Veterans Stand-down" event. He also commended Ms. Calhoun for helping to make this a successful event.

Councilperson Jones thanked the city employees for their commitment and dedication to serving the City. Dr. Jones personally recognized Public Works street foreman Michael Pete for his 40+ years of service.

Mayor Pro-Tem Dobson commended everyone that participated in the success of the "9th Annual Homeless Veterans Stand-down" event. Ms. Dobson asked the city manager to honor them with a plaque of appreciation.

Mayor Pro-Tem Dobson stated that she was able to visit the Mayor’s mother and asked the residents to keep her in their prayers.

ADJOURNMENT

On motion by Zurita, seconded by Jones, the meeting was recessed at 10:22 p.m. to Thursday, September 27, 2012 at 7 p.m., in the memory of **Martin D. Chavez**, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Dobson

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Perrodin

Clerk of the City of Compton

Mayor of the City of Compton

October 9, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: JON THOMPSON, FIRE CHIEF

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE
A PURCHASE ORDER TO CARMENITA TRUCK CENTER
FOR VEHICLE MAINTENANCE AND REPAIR**

SUMMARY

Maintenance of emergency and staff vehicles is essential to the Fire Department's operations. The department performs routine maintenance and repairs in-house, and refers specialized and heavy-duty repairs to an outside vendor.

BACKGROUND

Three vendors (Carmenita Truck Center, Central Ford and Emergency Vehicle Group) were solicited for repair and maintenance pricing. Shop rates were the same at all three. Therefore the fire department maintenance committee feels that it is in the best interest of the City to use Carmenita Truck Center. This company is part of the Ford Franchise that sells and services the Ambulances that the Fire Department has in its inventory. Carmenita Truck Center is located minutes away from the City of Compton, and provides the Fire Department with pick-up and delivery service. This will be the Fire Department's second time employing Carmenita Truck Center to provide services during a fiscal year. Carmenita Truck Center handled our needs last fiscal year very efficiently and Fire Department Managers feel comfortable with Carmenita continuing to handle all of our ambulance maintenance and repair needs.

STATEMENT OF THE ISSUE

The Fire Department request that a Purchase Order be issued in the name of Carmenita Truck Center in order to compensate the vendor for repair and maintenance work to be done on ambulances and utility vehicles.

#4.

FINANCIAL IMPACT

Total estimated repair and maintenance costs are sixty thousand dollars (**\$60,000.00**). These costs are anticipated based on our aging ambulance fleet as well as cost incurred in previous fiscal years. Funds have been allocated in account 10016900004229 of the 20012/13 Fiscal Year Budget.

ALTERNATIVE

Alternatives would be to create a purchase order for one of the other vendors who submitted proposals that were not as responsive or competitive in pricing.

RECOMMENDATION

It is recommended that Council approves the attached resolution and authorize the City Manager to issue a purchase order.

**JON THOMPSON
FIRE CHIEF**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO CARMENITA TRUCK CENTER FOR VEHICLE MAINTENANCE AND
REPAIR**

WHEREAS, the Fire Department has a continuous need for vehicle repair and maintenance; and

WHEREAS, during the past year Carmenita Truck Center met our need for maintenance and repair of our emergency vehicles; and

WHEREAS, Carmenita Truck Center will now meet our diesel service needs at a fair market price; and

WHEREAS, Camenita Truck Center will service our Department’s preventive maintenance needs for our Ambulances as well as serve as a back-up vendor to satisfy repair needs on our Fire Apparatus when the City of Santa Fe Springs Mechanics are overwhelmed; and

WHEREAS, three vendors (Emergency Vehicle Group, Carmenita Truck Center and Central Ford) provided service proposals for our apparatus and Camenita Ford's proposal was the most responsive and competitive; and

WHEREAS, the funds have been allocated in the Fire Department 2012-2013 fiscal year budget for these purchases.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to Carmenita Ford for an amount not to exceed sixty thousand (\$60,000) dollars to provide maintenance and repair for fire department emergency vehicles

SECTION 2. That the funds are to be taken from Account No. 1001-69-0000-4229 of the fire departments fiscal year budget.

SECTION 3. That a copy of this resolution shall be forwarded to the offices of the City Manager, City Controller and Fire Department

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____ 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

Resolution No. _____
Page 2

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2012.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CARMENITA TRUCK CENTER FOR VEHICLE MAINTENANCE AND REPAIR

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

9/10/2012 3:14:53 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/12/2012 4:13:05 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/4/2012 3:00:19 PM
DATE

G. Harold Duffey
CITY MANAGER

9/12/2012 1:33:49 PM
DATE

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

October 2, 2012

TO: MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH YOUTH BUILD AS A DEVELOPER PARTNER FOR THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP 1 & 3)

SUMMARY

Staff is requesting that the City Council authorize the City Manager to enter into an agreement with the Youth Build as a Developer Partner under the City of Compton's Neighborhood Stabilization Program # 1 & #3.

BACKGROUND

The City of Compton (City) has received an allocation of \$3,242,281 and \$1,436,390 respectively from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program (NSP 1 & NSP 3) respectively to stabilize neighborhoods negatively impacted by foreclosed and abandoned properties.

The Neighborhood Stabilization Program provides funds to local governments to stabilize their respective neighborhoods by acquiring and redeveloping foreclosed, vacant, and abandoned properties that have become eyesores in the community and are driving down neighboring property values. Upon rehabilitation, these homes are offered at affordable prices to qualified homebuyers.

The NSP program guidelines include provisions that recommend that the City enter into agreements with experienced for-profit and/or non-profit housing development organizations as partners ("Developer Partners") to enhance the efforts of the Agency to implement the NSP program.

STATEMENT OF THE ISSUE

The Successor Agency administers and implements the NSP program on behalf of the City. To that extent, the Agency solicited proposals from qualified companies and non-profit agencies with extensive experience in real estate rehabilitation, management and estate financing. Although HUD does not mandate a specific employment requirement within the NSP program, the Agency's has emphasizes importance to all prospective Developer Partners of the City's desire of recruiting and utilizing local residents, businesses within the City.

#5.

The Youth Build organization has indicated their desire and interest to work with the Agency in furtherance of the goals and objectives of the City's NSP program. Youth Build is a very successful non-profit organization that is dedicated to provide life skills including, education and job training skills to young adults in the field of construction. In addition, Youth Build focuses their outreach and training to youth in low-income communities such as Compton.

Youth Build has a proven track record of successful collaborative experience in the area of rehabilitation and resale of foreclosed properties. Previously, Youth Build has worked with Habitat for Humanity to purchase, rehabilitate and sale HUD homes to low-income families. Staff believes that Youth Build's prior experience in the area of rehabilitation and resale of low-income housing will lend them to be a great asset to the City's NSP program.

Currently, the City has two approved Developer Partner's under the NSP Program: ANR Industries and the Win Project. The purpose of this resolution is to officially approve Youth Build as a Developer Partner, which will allow them to be awarded NSP funds in the future. What's more, the addition of Youth Build to the list of existing NSP developer partners would allow the Agency to have more flexibility in implementing the NSP program; thus allowing for increased acquisition and rehabilitation of foreclosed properties within the City hence stabilizing and revitalizing distressed neighborhoods in the community.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund for the approval of this agreement. The NSP program is funded by the U.S. Department of Housing and Urban Development (HUD) and does not require the City to contribute any matching funds to this grant.

At this time, there are no funds being directly awarded to Youth Build. The purpose of this resolution is to enter into a developer partner agreement with Youth Build for the future use of NSP funds.

RECOMMENDATION

Staff is requesting that the City Council authorize the City Manager to enter into an agreement with the Youth Build as a Developer Partner under the City of Compton's Neighborhood Stabilization Program # 1 & #3.

G. HAROLD DUFFEY
CITY MANAGER

GHD:KSB:mla

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
YOUTH BUILD AS A DEVELOPER PARTNER FOR THE NEIGHBORHOOD
STABILIZATION PROGRAM (NSP 1 & 3)**

WHEREAS, the City of Compton (City) has received an allocation of \$3,242,281 and \$1,436,390 respectively from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program (NSP 1 & NSP 3) to stabilize neighborhoods negatively impacted by foreclosed and abandoned properties; and

WHEREAS, the Neighborhood Stabilization Program provides funds to local governments to stabilize their respective neighborhoods by acquiring and redeveloping foreclosed, vacant, and abandoned properties that have become eyesores in the community and are driving down neighboring property values. Upon rehabilitation, these homes are offered at affordable prices to qualified homebuyers; and

WHEREAS, the NSP guidelines include provisions that recommend that the Agency enter into agreements with experienced for-profit and/or non-profit housing development organizations as partners (“Developer Partners”) to enhance the efforts of the Agency to implement the NSP program; and

WHEREAS, the Successor Agency administers and implements the NSP program on behalf of the City. To that extent, the Agency solicited proposals from qualified companies and non-profit agencies with extensive experience in real estate rehabilitation, management and estate financing. Although HUD does not mandate a specific employment requirement within the NSP program, the Agency’s has emphasizes importance to all prospective Developer Partners of the City’s desire of recruiting and utilizing local residents, businesses within the City; and

WHEREAS, the Youth Build organization has indicated their desire and interest to work with the City and Agency in furtherance of the goals and objectives of the City’s NSP program. Youth Build is a very successful non-profit organization that is dedicated to provide life skills including, education and job training skills to young adults in the field of construction. In addition, Youth Build focuses their outreach and training to youth in low-income communities such as Compton; and

WHEREAS, Youth Build has a proven track record of successful collaborative experience in the area of rehabilitation and resale of foreclosed properties. Previously, Youth Build has worked with Habitat for Humanity to purchase, rehabilitate and sale HUD homes to low-income families. Staff believes that Youth Build’s prior experience in the area of rehabilitation and resale of low-income housing will lend them to be a great asset to the City’s NSP program; and

WHEREAS, the City has two approved Developer Partner’s under the NSP Program: ANR Industries and the Win Project. The purpose of this resolution is to officially approve Youth Build as a Developer Partner, which will allow them to be awarded NSP funds in the future. What’s more, the addition of Youth Build to the list of existing NSP developer partners would allow the Agency to have more flexibility in implementing the NSP program; thus allowing for increased acquisition and rehabilitation of foreclosed properties within the City hence stabilizing and revitalizing distressed neighborhoods in the community.

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

Section 1. The City Manager is authorized to enter into an agreement with Youth Build for the purchase, demolition, rehabilitation, resale and reconstruction of foreclosed, vacant and abandoned properties under the Neighborhood Stabilization Program (NSP#1 & #3) within the City of Compton.

RESOLUTION NO. _____
PAGE TWO

Section 2. That there is no fiscal impact to the City’s General Fund for the approval of this agreement. The NSP program is funded by the U.S. Department of Housing and Urban Development (HUD) and does not require the City to contribute any matching funds to this grant. The approval of this resolution does not allocate any funds to Youth Build at this time.

Section 3. That copies of this Resolution shall be filed in the office of the City Clerk, City Manager, City Attorney and the Successor Agency.

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

ADOPTED this _____ day of _____ 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, Clerk of the City Council of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the Clerk at the regular meeting thereof held on the _____ day of _____, 2012.

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

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

CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

Community Redevelopment

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH YOUTH BUILD AS A DEVELOPER PARTNER FOR THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP 1 & 3)

Kofi Sefa-Boakye

DEPARTMENT MANAGER’S SIGNATURE

8/6/2012 1:35:24 PM

DATE

REVIEW / APPROVAL

Ruth Rugley

CITY ATTORNEY

9/20/2012 2:30:14 PM

DATE

Stephen Ajobiewe

CITY CONTROLLER

9/20/2012 4:09:27 PM

DATE

G. Harold Duffey

CITY MANAGER

9/20/2012 2:28:00 PM

DATE

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

October 9, 2012

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN
THE CITY OF COMPTON AND COMPTON LOCAL HOUSING
AUTHORITY**

BACKGROUND

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

STATEMENT OF ISSUE

The United States Department of Housing and Urban Development (“HUD”) requires evidence of a lease agreement when utilizing rental space to conduct the Section 8 Housing Choice Voucher Program. Such documentation to support evidence will be provided to HUD financial analyst during annual audits. The Sum of Thirty Five Thousand Dollars (\$35, 000) will be paid for annual rental fee, beginning July 1, 2012 and concluding June 30, 2013. The location of the Section 8 Housing Choice Voucher Program will be at 600 North Alameda Street, Room numbers 17, 18, 19, 21, 22, 29, 30, 31, 32, and 33, server room (shared space) and supply closet.

It should be noted that HUD funding to the Compton Local Housing Authority, including allocations for rental allowance, was already finalized *prior to* the City’s implementation of the Standard Leasing Policy.

FINANCIAL IMPACT

Fiscal impact is receipt of \$35,000 in rental payments. Funds will be received from the Authority’s 2012/2013 fiscal year budget in Account Number 2820-790-000-4286.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing a twelve (12) month Lease Agreement between the City of Compton and the Local Housing Authority of the City of Compton.

#6.

**DELMONSHA GREEN, (INTERIM) DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN
THE CITY OF COMPTON AND COMPTON LOCAL HOUSING
AUTHORITY**

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

WHEREAS, the City Council finds that the housing programs the Authority administers are advantageous and necessary for unemployed and underemployed residents of the City to achieve safe, decent, sanitary, and affordable accommodations; and

WHEREAS, HUD requires evidence of a lease agreement when utilizing rental space to conduct the Section 8 Housing Choice Voucher Program; and

WHEREAS, the City of Compton has space available for lease in property owned by it at 600 North Alameda Street (“the Neighborhood Center”) and is willing to lease space therein to the Authority for operation of its programs.

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

Section 1. That the City Manager is hereby authorized to enter into a twelve (12) month Lease Agreement on behalf of the City of Compton with the Compton Local Housing Authority for the office space at 600 North Alameda Street, Room Numbers 17, 18, 19, 21, 22, 29, 30, 31, 32, and 33, server room (shared space) and supply closet.

Section 2. That the annual rental fees of Thirty Five Thousand Dollars (\$35,000) is agreed upon for the period of July 1, 2012 through June 30, 2013.

Section 3. That the funds will be received by the City for lease payments from the Compton Local Housing Authority’s FY 2012-2013 budget in Account Number 2820-790-000-4286.

Section 4. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Attorney, City Controller and the Local Housing Authority.

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

ADOPTED this ____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

Resolution No. _____
Page No. 2

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the Council, signed by the Mayor, and attested by the Clerk at a regular meeting thereof held on the _____ day of _____, 2012.

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

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

CITY CLERK OF THE CITY OF COMPTON

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

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 **COMPTON LOCAL HOUSING AUTHORITY** (hereinafter referred to as "**LESSEE**").

RECITALS:

WHEREAS, the City of Compton ("Owner"), has under its jurisdiction certain real property located at 600 North Alameda Street, Compton, California 90221, also known as the "Neighborhood Center" (the "Site"); and

WHEREAS, on October __, 2012, the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the Compton Local Housing Authority ("Lessee") for a period of twelve (12) months, commencing July 1, 2012 through June 30, 2013.

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:

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

[The "Site"]

Lessee shall lease Rooms 17, 18, 19, 21, 22, 29, 39, 31 and 32, a supply closet and shared access to the Server Room within the Site building. Lessee shall also have access to and use of shared public spaces within the Site.

[The "Premises"]

Section 2. TERM. This Lease shall be for a term of twelve (12) months, commencing on July 1, 2012 and shall terminate on June 30, 2013, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements.

Lease Agreement – Compton Local Housing Authority
Neighborhood Center, 600 North Alameda Street
[Resolution No. _____]

Section 3. RENT. During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the sum of **Two Thousand One Hundred Seventeen Dollars (\$2,917.00)** per month. 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: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
Payable to: City of Compton
[Please identify your Lease Site on the payment]

Section 4. USE OF PREMISES. Lessee is entitled to use the Premises during normal building business hours (Mondays through Fridays, 7:00 p.m. to 6:00 p.m.), *(excepting City holidays)* for the following purpose(s) only:

ADMINISTRATION OF THE LOCAL HOUSING AUTHORITY

Lessee shall not use the Premises for any other purpose without the prior written consent of the Owner. Lessee shall not use the Premises in a manner so as to interfere with Owner's use or equipment at the Site. Lessee shall not use the Premises for the storage of inoperable or unusable equipment or property.

Use of Premises on City Holidays and Non-Business Hours. 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 non-business building hours, Lessee shall pay the City the costs of providing access to the Premises/Site and for provision of City security (if applicable).

Lessee shall provide written notification to the City Manager 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 and provide a deposit in the amount of hours of anticipated Premise use for the date(s) requested. If fewer hours are used than provided by the deposit, the City shall deduct the overpayment from a future lease payment. If more hours are used than provided by the deposit, Lessee shall include the additional amounts owed in the next lease payment.

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

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

Lease Agreement – Compton Local Housing Authority
 Neighborhood Center, 600 North Alameda Street
 [Resolution No. _____]

office uses will be charged directly to Lessee provided such additional power could be separately metered.

- b. Heating/Cooling.
- c. Hot and cold water.
- d. Routine maintenance.
- e. 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. 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 Lease 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 of 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 approved the complete plans and specifications for the project. Once the Owner has been provided with said plans and specifications, Owner shall have a thirty (30) 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 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.

Section 9. REPAIRS AND MAINTENANCE. Owner shall not be responsible to make any repairs or alterations to the Premises and Lessee assumes any and all cost

Lease Agreement – Compton Local Housing Authority
Neighborhood Center, 600 North Alameda Street
[Resolution No. _____]

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 of the Premises leased herein by the Lessee, its agents, employees, business invitees, customers and patrons, except to the extent any such liability is attributable to Owner's negligence or willful misconduct.

Section 10. INSURANCE. Lessee shall furnish certificates of insurance, along with endorsements, issued to Owner substantiating the fact that it has taken out the specified insurance for the term covered by this Lease, or any extension or holdover period thereof, with an insurance carrier acceptable to the Owner under forms satisfactory to the Owner. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Owner. It is agreed that Owner shall not be liable for the payment of any premiums or assessments on the insurance required.

Lessee shall present evidence of required insurance and certificate of endorsement to Owner no later than the commencement date of this Lease. 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 City may immediately terminate this Lease Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Lessee 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.

Lease Agreement – Compton Local Housing Authority
 Neighborhood Center, 600 North Alameda Street
 [Resolution No. _____]

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 (\$1,000,000.00)** 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 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 (hereinafter the "City") 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).

Section 11. LOSSES. Owner shall not be responsible for losses or damage to the business activities or profits, 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

Lease Agreement – Compton Local Housing Authority
Neighborhood Center, 600 North Alameda Street
[Resolution No. _____]

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. Owner agrees that should the Premises be so badly damaged by earthquake or other violent action of the elements as to render them wholly unfit for Lessee's occupancy, than this Lease shall be terminated immediately upon the happening of any such event, whereupon Lessee shall surrender the Premises.

Section 13. DEFAULT. Lessee shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Owner to Lessee of such default, this Lease may be terminated. 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 14. 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 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 15. CANCELLATION PROVISION. Notwithstanding any other provisions contained herein, any willful violation of the terms or conditions of this Lease or of the rules and regulations that continue for a period of thirty (30) days after written notice by the Owner to Lessee shall be grounds for immediate cancellation of the Lease and removal of Lessee.

Section 16. TERMINATION BY LESSEE. Lessee may terminate this Lease Agreement prior to the expiration date by providing Owner with at least thirty (30) advance written notice of the effective date of the termination. The termination notice must be accompanied by payment of an early termination fee in the amount of **Five Hundred Dollars (\$500.00)**. Such payment will release Lessee only from any further rental obligations beyond the date the termination is effective, however, all of the terms of the Lease Agreement must be complied with through the date of vacating the premises on or before the effective date of the termination. If the termination fee is not paid, the notice shall be of no effect, the entire lease term will remain binding and Owner shall retain all remedies for non-compliance with the Lease Agreement. Lessee shall be liable for any damages for non-compliance or failure to properly vacate pursuant to the thirty (30) day termination notice.

Section 17. OWNER'S ACCESS. Lessee agrees to permit the Owner or Owner's authorized agents 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.

Lease Agreement – Compton Local Housing Authority
 Neighborhood Center, 600 North Alameda Street
 [Resolution No. _____]

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 tenants, lessees, sublessees, subtenants, 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. RECOVERY OF LEGAL FEES. If action is brought by Owner for the recovery hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Premises, or to protect any rights given to the Owner against the Lessee, and if the Owner shall prevail in such action, the Lessee shall pay to the Owner such amount of all costs and expenses including attorney's fees in said action, as the court determines to be reasonable.

Section 21. 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 22. 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 23. 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.

Lease Agreement – Compton Local Housing Authority
Neighborhood Center, 600 North Alameda Street
[Resolution No. _____]

Section 24. 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 25. PARKING ACCESS. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Lessee and its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided to all tenants on a first-come, first-served basis.

Section 26. 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 27. 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 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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

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

Section 31. NOTICES. All notices, demands or requests to be given under this Lease Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the third 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.

Lease Agreement – Compton Local Housing Authority
 Neighborhood Center, 600 North Alameda Street
 [Resolution No. _____]

To OWNER:

City of Compton
 205 South Willowbrook Avenue
 Compton, California 90220
 Attn: City Manager
 (310) 605-5585
 (310) 761-1429 – fax.

To LESSEE:

Compton Local Housing Authority
 600 North Alameda Street
 Compton, California 90220
 Attn: Director
 (310) 605-3080
 (310) 605-3096

Section 32. ENTIRE AGREEMENT. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Owner and Lessee. There are no agreements, terms, conditions or obligations other than those set forth herein. This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Owner and Lessee. This agreement may be modified only by written agreement signed by both Owner and Lessee.

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

COMPTON LOCAL HOUSING AUTHORITY
 LESSEE

By _____
 Delmonsha Green, (Interim) Director

Dated: _____

CITY OF COMPTON/OWNER

By _____
 G. Harold Duffey, City Manager

Dated: _____

Approved as to form:

By _____
 Craig J. Cornwell, City Attorney

Dated: _____

#6.

Lease Agreement – Compton Local Housing Authority
Neighborhood Center, 600 North Alameda Street
[Resolution No. _____]

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Housing Authority**

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON LOCAL HOUSING AUTHORITY

Delmonsha Green
DEPARTMENT MANAGER'S SIGNATURE

9/10/2012 2:06:26 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/4/2012 11:30:12 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/4/2012 8:52:51 AM
DATE

G. Harold Duffey
CITY MANAGER

10/3/2012 8:07:09 PM
DATE

Use when:

Public Works: When contracting for Engineering Services.

City Attorney: When contracting for legal services; contracts that require City Attorney's review.

Controller/Budget Officer: Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.

Asst. City Manager/OAS: All personnel actions.

October 9, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: HAROLD C. WILLIAMS, P.E., (INTERIM) DIRECTOR
PUBLIC WORKS DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE
PURPOSE OF PAYING ANNUAL MEMBERSHIP, I-710 CORRIDOR
ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT
STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR
CORRIDOR STUDY FEES FOR FISCAL YEAR 2012-2013**

SUMMARY

This resolution requests authorization to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying Annual Membership, I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS) Report and SR- 91/I-605/I-405 Major Corridor Study fees for Fiscal Year 2012-2013.

BACKGROUND

I-710 Freeway

The mission of the GCCOG includes transportation planning for the sub-region, and advocating for maximum public sector funding for city and sub-regional projects. GCCOG adopted improvement of the I-710 freeway as one of its transportation priorities. The purpose and need for the study enumerated traffic congestion, safety, air quality, goods movement, design deficiencies, land use constraints, cost effectiveness, environmental justice, aesthetics, noise, and adequacy of public transit as issues requiring attention and public action in any transportation improvement plan for the corridor. GCCOG served as the advocate for the inclusion of impacted municipalities in the completion of the study.

In April 2008, GCCOG entered into a Memorandum of Understanding (MOU) with Caltrans, LACMTA and SCAG to establish a multi-jurisdictional structure to fund and govern the implementation of the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) to study the locally preferred strategy developed by the Major Corridor Study and alternative improvements to the I-710. The MOU establishes an I-710 EIR/EIS Project Committee and an I-710 Executive Committee, each of which provides for and depends upon the participation of local elected and appointed offices.

**Gateway Cities
October 9, 2012
Page Two**

SR-91 and I-605 Freeway

The cities that comprise the GCCOG and are adjacent to the SR-91 and I-605 Freeway corridors have requested that the GCCOG prepare a proposal outlining their collective position on the modification and expansion of the corridors. The GCCOG has recommended that a needs assessment study of the SR-91 and I-605 corridors be conducted. The Joint Exercise of Powers Agreement of the GCCOG provides that affected members may execute an implantation agreement for the purpose of authorizing the GCCOG to implement, manage and administer area-wide and regional programs in the interest of local public welfare.

STATEMENT OF THE ISSUE

The Public Works Department receives invoices from GCCOG annually for Annual Membership and Participation in the Transportation Assessment, MTA Staff Support, I-710 EIR/EIS Report and SR-91/I-605/I-405 Major Corridor Study.

In order for the City of Compton to continue to participate in providing input and feedback in relation to how the recommended studies impact the City to GCCOG, annual fees must be paid. The amount to be expended for the 2012-2013 Fiscal Year exceeds the \$5,000.00 threshold. Therefore, City Council's authorization is necessary.

The invoices listed will be received annually until the projects are completed.

Annual Membership Dues	\$ 9,500.00
Transportation Assessment	\$ 7,890.21
MTA Staff Support	\$ 3,795.47
Local Participation in the EIR/EIS report for the I-710 Corridor	\$25,000.00
Local Participation for SR-91/I-605/I-405 Major Corridor Study	<u>\$20,000.00</u>
Grand Total	\$66,185.68

Gateway Cities
October 9, 2012
Page Three

FISCAL IMPACT

Funds to pay for membership and participation fees for the above invoices are available in Public Works Department's 2012-2013 Fiscal Year budget in the following accounts:

<u>Account Number</u>	<u>Amount Used</u>	<u>Account Balance</u>
1001-71-0000-4289	\$58,144.00	0
1001-71-0000-4249	<u>\$ 8,041.68</u>	\$31,948
	\$ 66,185.68	

Balances are valid as of the time of this writing.

ALTERNATIVES

The alternative is that the City of Compton would no longer be a part of the GCCOG and would not provide input with regards to the I-710 Corridor EIR/EIS Report and the SR-91/I-605/I-405 Major Corridor Study.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to issue a purchase order to Gateway Cities Council of Governments in the amount of \$66,185.68.

HAROLD C. WILLIAMS, P.E.
INTERIM PUBLIC WORKS DIRECTOR

APPROVED FOR FOWARDING

HAROLD DUFFEY
CITY MANAGER

HD:HW:RC

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO
GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE
PURPOSE OF PAYING ANNUAL MEMBERSHIP, I-710 CORRIDOR
ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT
STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR
STUDY FEES FOR FISCAL YEAR 2012-2013**

WHEREAS, the Public Works Department requests authorization to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying Annual Membership, I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS) Report and SR-91/I-605/I-405 Major Corridor Study fees for Fiscal Year 2012-2013; and

WHEREAS, the mission of the GCCOG includes transportation planning for the sub-region, and advocating for maximum public sector funding for city and sub-regional projects. GCCOG adopted improvement of the I-710 freeway as one of its transportation priorities; and

WHEREAS, the purpose and need for the study enumerated traffic congestion, safety, air quality, goods movement, design deficiencies, land use constraints, cost effectiveness, environmental justice, aesthetics, noise, and adequacy of public transit as issues requiring attention and public action in any transportation improvement plan for the corridor; and

WHEREAS, the cities that comprise the GCCOG and are adjacent to the SR-91, I-605 & I-405 Freeway corridors have requested that the GCCOG prepare a proposal outlining their collective position on the modification and expansion of the corridors; and

WHEREAS, the Joint Exercise of Powers Agreement of the GCCOG provides that affected members may execute an implantation agreement for the purpose of authorizing the GCCOG to implement, manage and administer area-wide and regional programs in the interest of local public welfare; and

WHEREAS, the Public Works Department receives invoices from GCCOG annually for Annual Membership and Participation in the Transportation Assessment, MTA Staff Support, I-710 EIR/EIS Report and SR-91/I-605/I-405 Major Corridor Study; and

WHEREAS, In order for the City of Compton to continue to participate in providing input and feedback in relation to how the recommended studies impact the City to GCCOG, annual fees must be paid; and

The invoices listed will be received annually until the projects are completed.

Annual Membership Dues	\$ 9,500.00
Transportation Assessment	\$ 7,890.21
MTA Staff Support	\$ 3,795.47
Local Participation in the EIR/EIS report for the I-710 Corridor	\$25,000.00
Local Participation for SR-91/I-605/I-405 Major Corridor Study	<u>\$20,000.00</u>
Grand Total	\$66,185.68

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 GCCOG in the amount of \$66,185.68 (Sixty Six Thousand One Hundred Eighty Five Dollars and Sixty Eight Cents).

RESOLUTION NO. _____
PAGE TWO

SECTION 2. Funds to pay for membership and participation fees for the above invoices are available in Public Works Department’s 2012-2013 Fiscal Year budget in Account Number 1001-71-0000-4289 in the amount of \$58,144 (Fifty Eight Thousand One Hundred Forty Four Dollars) and Account Number 1001-71-0000-4249 in the amount of 8,041.68 (Eight Thousand Forty One Dollars and Sixty Eight cents).

SECTION 3. That a copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Department.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2012.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING ANNUAL MEMBERSHIP, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2012-2013

John Strickland
DEPARTMENT MANAGER’S SIGNATURE

9/24/2012 5:39:21 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/4/2012 11:44:22 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/4/2012 8:32:53 AM
DATE

G. Harold Duffey
CITY MANAGER

10/3/2012 8:03:47 PM
DATE

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

October 9, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: HAROLD C. WILLIAMS, P.E.
WATER/PUBLIC WORKS DIRECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SPRINGBROOK SOFTWARE COMPANY FOR THE MAINTENANCE OF TECHNICAL SOFTWARE AND HARDWARE SUPPORT AND ASSISTANCE FOR THE WATER DEPARTMENT'S UTILITY BILLING SYSTEM

SUMMARY

This resolution authorizes a purchase order to Springbrook Software Company in the amount of \$27,435.52 (Twenty Seven Thousand Four Hundred Thirty Five Dollars and Fifty Two Cents) for the annual maintenance.

BACKGROUND

The Municipal Water Department utilizes the services of Springbrook Software Company for the maintenance and technical support of the hardware and software of the department's utility billing system. The continued effectiveness of the computer system depends on regular service, maintenance and upgrades of the system's software.

The Municipal Water Department has already scheduled with Springbrook the upgrade to Version 7 which will improve the payment options, cashiering system, work order system and provide better interface with the Controller's Bi-tech Accounting System.

STATEMENT OF THE ISSUE

The Department has an invoice that needs to be paid for the 2012-13 Fiscal Year. Invoice #0021895 in the amount of \$27,435.52 (Twenty Seven Thousand Four Hundred Thirty Five Dollars and Fifty Two Cents) for the annual maintenance.

ALTERNATIVE

Springbrook Software is the utility billing software used by the Water Department. Therefore, the alternative would be to completely purchase a new software systems for additional cost and training.

#8.

Springbrook Software
October 9, 2012
Page 2

FISCAL IMPACT

Funds are available in the 2012-2013 fiscal year budget in account 5000-890-000-4222 (Computer Software).

RECOMMENDATIONS

It is recommended that the Mayor and City Council authorize the City Manager to execute a purchase order to Springbrook Software Company in the amount of \$27,435.52 (Twenty Seven Thousand Four Hundred and Thirty Five Dollars and Fifty Two Cents) for payment of invoice #0021895.

HAROLD C. WILLIAMS, P.E.
WATER/PUBLIC WORKS DEPARTMENT

APPROVED FOR FORWARDING

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO
SPRINGBROOK SOFTWARE COMPANY FOR THE MAINTENANCE OF
TECHNICAL SOFTWARE AND HARDWARE SUPPORT AND ASSISTANCE FOR
THE WATER DEPARTMENT’S UTILITY BILLING SYSTEM**

WHEREAS, the Water Department utilizes the services of Springbrook Software Company for the maintenance and technical support of the hardware and software of the department’s utility billing system; and

WHEREAS, the continued effectiveness of the computer system depends on regular service, maintenance and support of the system hardware and software; and

WHEREAS, Springbrook Software Company is the sole vendor authorized to provide these services on the utility billing system; and

WHEREAS, the cost for these services is Twenty Seven Thousand Four Hundred Thirty Five Dollars and Fifty Two Cents (\$27,435.52), and funds are available in the Water Department’s Fiscal Year 2012-2013 Budget in Account Number 5000-890-000-4222.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order in the amount of Twenty Seven Thousand Four Hundred Thirty Five Dollars and Fifty Two Cents (\$27,435.52) to Springbrook Software Company.

SECTION 2. That funds are available in the Municipal Water Department’s 2012-2013 Fiscal Year Budget in Account Number 5000-890-000-4222.

SECTION 3. That a copy of this resolution shall be filed in the offices of the City Manager, City Controller and Municipal Water Department.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON**

RESOLUTION NO. _____
PAGE 2

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2012.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SPRINGBROOK SOFTWARE COMPANY FOR THE MAINTENANCE OF TECHNICAL SUPPORT OF THE SOFTWARE AND HARDWARE FOR THE WATER DEPARTMENT’S UTILITY BILLING SYSTEM

John Strickland
DEPARTMENT MANAGER’S SIGNATURE

10/4/2012 11:00:10 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/4/2012 2:00:00 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/4/2012 2:57:58 PM
DATE

G. Harold Duffey
CITY MANAGER

10/4/2012 1:31:42 PM
DATE

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

October 9, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY'S OFFICE

**SUBJECT: REQUEST TO SCHEDULE PUBLIC HEARINGS REGARDING
PROPOSED RE-ALIGNMENT OF ELECTORAL DISTRICTS**

SUMMARY:

This staff report is a request to set public hearings for the proposed re-alignment of electoral districts for October 23, 2012 at 5:50 PM, and November 6, 2012 at 6:00 PM, if necessary.

BACKGROUND:

Federal law requires Council districts to be as nearly equal in population as may be, taking into consideration topography, geography, cohesiveness, continuity, integrity and compactness of territory, and community of interest of the districts.

In order to comply with Federal law, the City of Compton is embarking on a process of redefining its Council District boundaries.

RECOMMENDED ACTION:

Staff is requesting that the City Council to set a Public Hearing for October 23, 2012 at 5:50 PM, and November 6, 2012 at 6:00 PM, if necessary.

CRAIG J. CORNWELL
CITY ATTORNEY

October 9, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: MARVIN HUNT, (INTERIM) DIRECTOR
PARKS & RECREATION DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER
INTO A CONTRACT AGREEMENT WITH WILLIE FORGE
TO OPERATE THE COMPTON PAR 3 GOLF COURSE, PRO
SHOP AND SNACK BAR**

SUMMARY

This resolution authorizes the City Manager to enter into a contract agreement with Willie Forge to operate the Compton Par 3 Golf Course for the Fiscal Year 2012-2013.

BACKGROUND

The Parks and Recreation Department is responsible for the supervision, maintenance, and operation of the Compton Par 3 Golf Course, Snack Bar and Pro Shop located at 6400 East Compton Boulevard. The City employs an operator who is capable of managing the facility, which includes the provision of professional advice and instructions in the game of golf, as well as the purchase and acquisition of golfing equipment and supplies.

STATEMENT OF ISSUE

Mr. Forge, the present Golf Pro, has operated the Compton Par 3 Golf Course, Snack Bar and Pro Shop for many years. During that tenure, Mr. Forge has been effective with providing considerable upgrades to the Golf Course. As a result of his efforts, more players now desire to play at the Compton Par 3 Golf Course. Mr. Forge has agreed to continue providing services from July 1, 2012 to June 30, 2013. The Operator shall release to the City all golf fees collected and pay rental fees to the City in the amount of Seventy-Five Dollars (\$75.00) per month each for leasing of the Snack Bar and Pro Shop.

Per the City's Procurement Policy (Standard Operating Manual, Policy 4.5), a noncompetitive, negotiated or sole source procurement may occur when "only one vendor is qualified to do the work or provide the product." While the Department's goal is to minimize the usage of "sole source procurement," the policy notes its usage should be where practical, justified and documented. The Department contends that since this company has created and administered the Golf Course's current management plan, it would be most prudent to continue with this company through Fiscal Year 2012-2013.

#13.

ALTERNATIVE

The City of Compton Department of Parks & Recreation Department does not employ the resources within its current staffing to offer these services. If the City Council declines to adopt the attached resolution, it would result in a closure of the Compton Par 3 Golf Course until adequate staffing is secured.

FINANCIAL IMPACT

The cost of the annual contract services is \$42,000.00 (Forty Two Thousand Dollars and No Cents). Funds are available in the Parks and Recreation Fiscal Year 2012-2013 Budget in account number 5200-840-000-4269. The City shall receive all golf fees and the Operator shall pay \$75.00 per month each as lease payments for use/operation of the Snack Bar and Pro Shop.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution securing the services of Willie Forge to operate the Compton Par 3 Golf Course for the 2012/2013 fiscal year.

**MARVIN C. HUNT JR., (INTERIM) DIRECTOR
PARKS & RECREATION DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITYMANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE, PRO SHOP AND SNACK BAR

WHEREAS, Mr. Willie Forge, Golf Pro, has operated the Compton Par 3 Golf Course (6400 East Compton Boulevard), Pro Shop and Snack Bar for many years; and

WHEREAS, Mr. Forge has performed a commendable job in operating the Compton Par 3 Golf Course and facilities; and

WHEREAS, it is in the best interest of the City to retain Mr. Willie Forge as Golf Pro and operator of the Compton Par 3 Golf Course, Snack Bar and Pro Shop during the 2012-2013 Fiscal Year; and

WHEREAS, the cost for these services is **Forty Two Thousand Dollars (\$42,000.00)**; and

WHEREAS, funds have been allocated in the Parks and Recreation Department's 2012-2013 Fiscal Year Budget for that purpose.

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

SECTION 1. That the City Manager, upon the advice of the City Attorney, is hereby authorized to enter into an agreement with Mr. Willie Forge to operate the Compton Par 3 Golf Course, Snack Bar and Pro Shop for a period commencing July 1, 2012 until June 30, 2013.

SECTION 2. That the Operator shall receive a stipend of **Three Thousand Five Hundred Dollars (\$3,500.00)** each month, for a total of **Forty Two Thousand Dollars (\$42,000.00)**.

SECTION 3. That funds are in the account as follows:

<u>DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
Other Contract Services	5200-840-000-4269	\$42,000.00

SECTION 4. That a purchase order shall be issued to fulfill the contract referenced herein.

SECTION 5. That the Operator shall pay rental fees to the City of Compton in the amount of Seventy-Five Dollars (\$75.00) per month each for leasing/operation of the Snack Bar and Pro Shop.

SECTION 6. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Parks and Recreation Department.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this ____ day of _____ 2012.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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 the ____ day of _____, 2012.

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

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

CITY CLERK OF THE CITY OF COMPTON

**SERVICES AGREEMENT AND LEASE
BETWEEN THE CITY OF COMPTON
AND WILLIE FORGE**

This Services Agreement and Lease is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **WILLIE FORGE**, (hereinafter referred to as "**OPERATOR**") located at 220 Magnolia Court, Compton, California 90220.

RECITALS:

WHEREAS, the **CITY** owns and operates, for public recreational purposes, the Compton Par 3 Golf Course, Snack Bar and Pro Shop, located at 6400 East Compton Boulevard, City of Compton, County of Los Angeles, State of California, under the supervision of the Parks and Recreation Department, herein referred as "Department"; and

WHEREAS, in order to promote public use and enjoyment of said facility and to provide management of said facility, instruction in the game of golf, and in making available to the general public professional advice and consultation regarding the purchase and acquisition of golfing equipment and supplies, **CITY** is desirous of contracting with an operator to provide these services on the terms and conditions stated herein and leasing the premises; and

WHEREAS, **OPERATOR** warrants that he is specifically trained, experienced, competent and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2012, the City Council authorized the City Manager to enter into a contract with the **OPERATOR** to manage the facility, provide instruction on the game and otherwise provide advice and consultation to the public, in addition to lease and operate the Pro Shop and Snack Bar.

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

1. **Term of Services Agreement and Lease:** The term of this Services Agreement and Lease shall extend from July 1, 2012 until June 30, 2013.

In case **OPERATOR** holds over beyond the term herein provided for the Lease with the consent, express or implied, of the **CITY**, the terms and conditions of the Lease shall continue in effect on a month-to-month basis, with each party having the right to terminate said Lease, with or without cause, on thirty (30) days written notice to the other party.

2. **Leased Premises:** **CITY**, for and in consideration of the payments of rents and the performance of the covenants contain herein specified, does hereby grant to **OPERATOR** the exclusive right to operate the City's Par 3 Golf Course, Snack Bar and Pro shop ("Premises"), located at 6400 East Compton Boulevard, Compton, California.

OPERATOR shall not use the above identified premises for any other purpose without the prior written consent of the **CITY**.

3. Scope of Services of OPERATOR:

It is the mutual understanding of the parties that the **OPERATOR** shall perform and be responsible for rendering the following services:

- Perform as Golf Starter
- Advertise tournaments in all local news media in English and Spanish and mail the same to local businesses
- Promote Junior Golf for the City's youth, both male and female
- Contact local schools and make presentations on the positive side of golf as a sport
- Provide free golf lessons for all beginners
- Provide a Golf Pro for golf clinics on a continuous basis
- Twice weekly, teach the fundamentals of golf to all interested parties
- Make periodic visits to other local golf courses in order to promote the Compton Par 3 Golf Course
- Make personal presentations to all senior citizen clubs on an ongoing basis
- And such other services as the parties agree will be of benefit in promoting the positive aspects of golf

4. Compensation to OPERATOR: The method of payment for this Services Agreement will be based on lump sum. The total lump sum price paid the **OPERATOR** will include compensation for all services, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **OPERATOR**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between the **OPERATOR** and the **CITY**. Adjustment in the total lump sum compensation will not be effective until authorized and approved by the **CITY**.

If **OPERATOR** fails to perform the services agreed to herein, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein. **OPERATOR** shall furnish to the **CITY** an invoice(s) for services performed, including a monthly report of services and activities performed in the preceding month.

The **OPERATOR** is required to comply with all federal, state and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. The **OPERATOR** shall indemnify, defend and hold harmless the **CITY**, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law for work performed by the **OPERATOR's** employees for which the **CITY** may be found jointly or solely liable.

For services performed **CITY** agrees to pay and **OPERATOR** agrees to accept in full payment for the services provided, the maximum lump sum of up to **Three Thousand Five Hundred Dollars (\$3,500.00)** per month. Said compensation shall be paid at the beginning of each month the Agreement is in force.

In the event of termination, the **OPERATOR** shall be entitled to compensation for the reasonable value of services performed to the effective date of termination; provided, however, that the **CITY** may condition payment of such compensation upon the

OPERATOR's delivery to the **CITY** of any and all **CITY** property, documents, reports, records, and materials associated with the performance of this Agreement.

5. **Payments to CITY:** **CITY** shall receive all Golf Course fees collected. Remittance of Golf Course fees collected shall be submitted to the **CITY** monthly, in addition to complete records and reports of all fees collected. **CITY** shall, at its discretion, and at reasonable times, conduct audits of the cash derived from the operation of the Golf Course.

OPERATOR agrees to pay rental fees of **\$75.00 per month** for the Snack Bar and a rental fee of **\$75.00 per month** for the Pro Shop. These rental fees shall be due and payable at the beginning of each month the Agreement is in force and shall be deducted from compensation payable to the **OPERATOR** as specified in **Section 4 above**.

6. **Public Recreation Facility:** It is understood and agreed that said Golf Course, Pro Shop and Snack Bar is one of the public recreation facilities owned by the City of Compton, and under the jurisdiction of the Department of Parks and Recreation, and its conduct, and operation are primarily for service to and for the benefit of the public.

7. **Independent Contractor Status:** **OPERATOR**, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **OPERATOR**, except as expressly set forth in this Agreement. **OPERATOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **OPERATOR** shall not at any time or in any manner, represent that **OPERATOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **OPERATOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **OPERATOR** expressly waives any claim to such rights.

8. **Indemnification:** **OPERATOR** shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **OPERATOR**, its officers, employees, subcontractors or agents in the performance of the duties undertaken by **OPERATOR** pursuant to this Agreement.

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

9. **Insurance:** Without limiting the **OPERATOR's** indemnification of the **CITY**, **OPERATOR** shall provide and maintain, at its own expense, and require all of its subcontractors to maintain, during the term of this Agreement and furnish proof thereof to the **CITY**, certificates of insurance, along with endorsements, covering its operations as applicable hereunder in this Agreement, with an insurance carrier acceptable to the **CITY**. Each certificate shall specifically identify this Agreement and shall expressly bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such

#13.

certificate except upon at least thirty (30) days prior written notice to the **CITY**. It is agreed that the **CITY** shall not be liable for the payment of any premiums or assessments on the insurance required. ***Failure on the part of the OPERATOR to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **OPERATOR** under the terms of the Agreement. **OPERATOR** 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 **OPERATOR's** use of the Premises.

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. **OPERATOR** shall provide and maintain at its own expense during the term of this 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 (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

b. Workers' Compensation Insurance. **OPERATOR** 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. **OPERATOR** shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. **OPERATOR** 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.

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 (hereinafter the "City") 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).

10. Nondiscriminatory Employment Practices: During the performance of this Contract, the **OPERATOR** agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin or handicap in accordance with requirements of City, State or Federal laws and regulations. The **OPERATOR** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The **OPERATOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

In the event of the **OPERATOR'S** noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

11. Successor and Assigns: **CITY** and the **OPERATOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **OPERATOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

12. Equipment: The only equipment furnished by **CITY** will be a sink and range vent hood. All other equipment and furnishings shall be supplied by **OPERATOR**.

13. Utilities: **CITY** agrees to furnish the following utilities and services for operation of the premises: water, gas and electricity.

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

14. Alterations and Additions: **OPERATOR** shall not make any alterations or construct any additions or improvements in or on the Premises until the **CITY** has approved the complete plans and specifications for the project. Once the **CITY** has been provided with said plans and specifications, **CITY** shall have a thirty (30) day minimum review period before granting **OPERATOR** approval or disapproval of the project in writing. **OPERATOR** 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 **CITY** at **OPERATOR's** expense.

CITY agrees that except for structural alterations, the **OPERATOR** may remove, during or at the expiration or other termination of the term of this Agreement, or of any extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Premises by the **OPERATOR** or under its authority. Any personal property, improvements or additions not removed by **OPERATOR** within thirty (30) days

after the end of the term, or any extension or holdover period thereof, shall automatically become the property of the **CITY**.

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

15. Maintenance and Repairs: **CITY** shall not be responsible to make any repairs or alterations to the Premises, excepting due to reasonable normal wear and tear, and **OPERATOR** 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 **CITY's** negligence or willful misconduct. **OPERATOR** agrees to repair any damage caused by **OPERATOR**, its employees, contractors or agents, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to **CITY** in as good order, repair and condition as the same were in at the commencement of this Agreement. **OPERATOR** must obtain prior written approval from the **CITY** prior to commencing any repairs to the leased Premises.

OPERATOR 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 Agreement.

OPERATOR agrees to keep Premises in good order and condition at his sole cost and expense. All work done by **OPERATOR** 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 Agreement, **CITY** shall have no liability to **OPERATOR** for any condition on the Premises leased herein and **OPERATOR** agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. **OPERATOR** agrees to hold the **CITY** harmless from any and all liability arising out of or in connection with the use of the Premises leased herein by the **OPERATOR**, its agents, employees, business invitees, customers and patrons, except to the extent any such liability is attributable to **CITY's** negligence or willful misconduct.

16. Damage or Destruction: **CITY** agrees that should the premises be so badly damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them wholly unfit for **OPERATOR's** occupancy, than this Lease shall be terminated immediately upon the happening of any such event, whereupon **OPERATOR** shall surrender the premises and shall not be liable for any further rental and **CITY** shall not be liable for any further monthly compensation to the **OPERATOR**.

In event of any lesser damage by such cause, **CITY** may restore the premises to the condition it was in immediately prior to the event causing the damage, and the rental fees shall abate in proportion to the area not used by **OPERATOR** during the period of restoration.

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

17. **Signs and Advertisements:** No signs or advertising matter of any kind shall be displayed unless and until approved in writing by the **CITY**.

18. **Foods and Beverage Products:** All foods, drinks, beverages confectioneries, refreshments, etc. sold or kept for sale by **OPERATOR** shall be first calls in quality, wholesome and pure, and shall conform to the Federal, State and Municipal food laws, ordinances and regulations in all respects. The prices to be charged therefore shall be uniform at all times and seasons and shall equal to prices charged in similar establishments in the neighborhood. No limitations, adulterated, misbranded or impure articles shall be sold or kept for sale by **OPERATOR** and all merchandise kept on hand by **OPERATOR** shall be stored and handled with due regard for sanitation.

19. **Hours:** **OPERATOR** shall keep the food concession open every day that the Golf Course is open. The hours of opening and closing shall be subject to the approval of the **CITY**.

20. **Conduct:** **OPERATOR** shall endeavor to meet all requirements for services in a good and workman like manner and shall maintain himself in such a manner, as to sobriety and moral character, that he shall at all times be able to deal effectively and properly with the golfing public.

21. **Disorderly Persons:** **OPERATOR** shall permit no intoxicated person or persons, profane or indecent language or boisterous or loud conduct in or about the premises.

22. **Law and Ordinances:** **OPERATOR** shall conduct his business in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the City, County, State and Federal Government.

23. **City Regulations:** **OPERATOR** and his employees shall at all times abide by all rules and regulations heretofore adopted or that may hereafter be adopted by the **CITY**.

24. **Permits and Licenses:** **OPERATOR** shall be required to obtain any and all permits or licenses that may be required in connection with the operation of the concessions.

25. **Taxes:** **OPERATOR** shall pay all taxes upon personal property and improvement belonging to **OPERATOR** on said premises and upon his lease-hold interests and **OPERATOR** shall pay all sales and other taxes levied against the operator of said business.

26. **Vending Machines:**

A. **Permission:** **OPERATOR** shall first receive written approval of the **CITY** before installing or permitting to be installed any and all vending machines.

B. **Telephone:** The **CITY** reserves the right of rental of all public pay stations within the golf Course.

27. **Stands:** No accessory stands or buildings for the sale of refreshments shall be permitted, without the written approval of the Department and **OPERATOR** shall confine the business strictly to the area set aside by the Department for such use. **OPERATOR** shall not permit vendors to display or vend wares in any manner inside or outside the building or

on the said properties unless a written permit is first secured from the Department, and such permit shall be subject to revocation at any time.

28. Egress and Ingress: CITY, and its authorized representatives, agents and employees shall have the privilege to enter upon said demised premises at any and all reasonable times during the term of the Lease for the purpose of inspection to determine whether or not **OPERATOR** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the City. Such visits by the City, its authorized representatives, agents or employees are not to hinder the normal operation of said concession.

29. Garbage and Rubbish: No boxes, barrels, supplies or rubbish in any form shall be kept, piled or stored outside the buildings unless approved by the Department. **OPERATOR** shall provide, in a place to be designated, as directed by the Department's standard garbage receivers, and shall place therein all garbage and refuse and shall see that it is collected as required by the City Code.

30. Cleanliness: **OPERATOR** shall keep the leased premises clean and sanitary at all times, and **OPERATOR** shall furnish all equipment and materials therefore. Janitorial labor and services shall be supplied by **OPERATOR**.

31. Sub-Letting: **OPERATOR** shall not under-let or sublet the premises occupied by him or any part, hereof or allow the same to be used or occupied by any other person or for any other person or for any other use than herein specified, nor assign this contract, without written consent of the **CITY**; nor shall **OPERATOR** transfer, assign or in any manner convey any of the rights or privileges here in granted without the said written consent of the **CITY**. Any attempt of assignment of any interest in this agreement shall be null and void. That neither said contract nor the rights herein granted shall be assignable or transferable by any process or proceeding in any court, or by involuntary, of receivership proceedings; and in the event of the insolvency or bankruptcy either voluntary or involuntary or **OPERATOR** said **CITY** may at its option terminate and cancel said contract, in which event, all rights of **OPERATOR** thereunder shall immediately cease and terminate and he or his representative shall immediately deliver up possession to said **CITY**.

32. Storage: **OPERATOR** shall not rent, sell, lease or offer any space for the parking or storing or any article or articles whatsoever within or on the premises occupied by this concession, other than his own equipment, without the written consent of the **CITY**.

33. Other Licenses: **OPERATOR** shall have the privilege of using the licensed premises solely for the purpose set forth in these specifications and the lease agreement. The **CITY** shall have the right to grant additional licenses for different purposes in the vicinity of premises licensed hereunder. **OPERATOR** shall cooperate fully with any other lessee in the vicinity.

34. Amendments: This Services Agreement and Lease may be amended or modified only by written agreement signed by the parties hereto, and failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions nor act to release any surety from the obligation under the Agreement.

35. Termination: Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

a. The **CITY** may terminate this Services Agreement and/or Lease at any time by giving thirty (30) days written notice of termination to **OPERATOR**. If the **CITY** gives such notice of termination, **OPERATOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**.

b. If the **OPERATOR** shall fail, neglect or refuse, within ten (10) days after receiving notice thereof from said **CITY**, to improve or change the services rendered or conduct of such concession, or to conform to the Rules and Regulations, or any of the directions or instructions that may be properly made by said **CITY** in the exercise of its powers or shall default in performance or any of the other terms or provisions herein required; and the said default shall continue for a period of ten (10) days after written notice thereof shall be given to **OPERATOR** by said **CITY**, it shall then be lawful for said **CITY** at its option to declare said terms of the Services Agreement and/or Lease ended and said designated Contract provisions shall be terminated and forfeited, and it may thereupon re-enter and possess itself of all the rights and privileges hereto enjoyed by **OPERATOR**.

c. The **CITY** may terminate this Agreement immediately upon written notice if **OPERATOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.

d. Upon termination, **OPERATOR** shall deliver to the **CITY** all property of the **CITY** in **OPERATOR's** possession and copies of all reports, documents and other work prepared by **OPERATOR** pursuant to this Agreement. **OPERATOR** shall furnish to the **CITY** a final invoice for work performed.

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

CITY:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Parks & Recreation Dept.
(310) 605-5688
(310) 605-1480 – fax.

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Dept.
(310) 605-5553
(310) 605-1753

OPERATOR:

Mr. Willie Forge
220 Magnolia Court
Compton, California 90220
(310)

#13.

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

Note: A copy of any notice provided to the Director(s) shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

37. 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.

38. Governing Law and Severability: This Agreement shall be governed by and construed under the laws of the State of California. 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.

39. Extent of Agreement: This Agreement and any attachments hereto, constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any sub consultant or subcontractor and the **CITY**.

IN WITNESS WHEREOF, OPERATOR has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

OPERATOR

By _____
Willie Forge, Operator/Lessee

Dated: _____

CITY OF COMPTON/LESSOR
Recommended for approval:

By _____
Marvin Hunt (Interim) Director
Parks & Recreation Department

Dated: _____

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Recreation

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE, PRO SHOP AND SNACK BAR

Marvin Hunt
DEPARTMENT MANAGER’S SIGNATURE

10/1/2012 4:59:51 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/4/2012 11:36:56 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

10/4/2012 7:48:19 AM
DATE

G. Harold Duffey
CITY MANAGER

10/3/2012 8:07:24 PM
DATE

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

October 2, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: JON THOMPSON, FIRE CHIEF
INTERIM DIRECTOR – MUNICIPAL LAW ENFORCEMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE
A PURCHASE ORDER TO THE LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT FOR THE PAYMENT OF LAW
ENFORCEMENT SERVICES FOR FISCAL YEAR
2012/2013**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order for law enforcement services to the County of Los Angeles, for Fiscal Year 2012/2013, for the contracted cost of Seventeen Million, Five Hundred and One Thousand, Two Hundred and Eighty-Six (\$17,501,286.00) Dollars.

BACKGROUND

On September 12, 2000, the City entered into three agreements with the Los Angeles County for the provision of law enforcement services by the Los Angeles County Sheriff's Department. The agreements consisted of a "Transfer of Personnel," "Equipment and Facilities" a "Municipal Law Enforcement Services Agreement" and a "Joint Indemnity Agreement."

STATEMENT OF THE ISSUE

In order to guarantee uninterrupted law enforcement services, the City approved a five (5) year contract with the County, per resolution 22,973, from July 2009 thru June 2014.

The 2012/2013 fiscal year costs for law enforcement services provided by the Los Angeles County Sheriff's for 2012/2013 is Seventeen Million, Five Hundred and One Thousand, Two Hundred and Eighty-Six (\$17,501,286.00) Dollars.

The pay for overtime, utilities, major building repair, non-emergency helicopter services, business license background checks, stings (e.g., massage parlors), booking and prison maintenance cost for Municipal Code citations, these expenses are not included in the contract, but the City is responsible for those additional charges.

#14.

MUNICIPAL LAW ENFORCEMENT
SERVICES AGREEMENT WITH LOS ANGELES COUNTY
OCTOBER 2, 2012
PAGE TWO

FINANCIAL IMPACT

The contact amount is Seventeen Million, Five Hundred and One Thousand, Two Hundred and Eighty-Six (\$17,501,286.00) Dollars, for the 2012/2013 Fiscal Year. There are sufficient funds budgeted within the Municipal Law Enforcement Service' Budget account number 1001-680-000-4271 to pay for the service level proposed for this contract.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to issue a purchase order in the amount of Seventeen Million, Five Hundred and One Thousand, Two Hundred and Eighty-Six (\$17,501,286.00) Dollars for the payment of law enforcement services to the Los Angeles County for Fiscal Year 2012/2013.

**JON THOMPSON, FIRE CHIEF
MUNICIPAL LAW ENFORCEMENT SERVICES, INTERIM DIRECTOR**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE
A PURCHASE ORDER TO THE LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT FOR THE PAYMENT OF LAW
ENFORCEMENT SERVICES FOR FISCAL YEAR
2012/2013**

WHEREAS, on September 12, 2000, the City of Compton entered into an agreement with Los Angeles County for the provision of law enforcement services within its municipal boundaries by the Los Angeles County Sheriff's Department; and

WHEREAS, on November 3, 2009, the City Council approved Resolution No. 22,973 which authorized the City Manager to continue to contract with Los Angeles County for the provision of law enforcement services to date; and

WHEREAS, the Municipal Law Enforcement Services Agreement by and between the County of Los Angeles and the City of Compton shall be from July 1, 2011 through June 2014, unless sooner terminated or extended by unless sooner terminated or extended by one of the parties.

WHEREAS, funds have been allocated in the Municipal Law Enforcement Service's Fiscal Year 2012/2013 Budget account number 1001-680-000-4271.

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

Section 1. The City Manager is authorized to appropriate fund in the amount of Seventeen Million, Five Hundred and One Thousand, Two Hundred and Eighty-Six (\$17,501,286.00) Dollars for payment of law enforcement services from the County of Los Angeles for the 2012/2013 Fiscal Year.

Section 2. That the funds shall be taken from Account No. 1001-680-000-4271 (Sheriff's Department) of the 2012/2013 Fiscal Year Budget.

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Attorney, City Controller and the Municipal Law Enforcement Services Department.

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

ADOPTED this ____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2012.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

Law Enforcement

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR THE PAYMENT OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2012/2013

Carl Houston

DEPARTMENT MANAGER’S SIGNATURE

9/10/2012 2:54:30 PM

DATE

REVIEW / APPROVAL

Ruth Rugley

CITY ATTORNEY

10/4/2012 5:32:55 PM

DATE

Stephen Ajobiewe

CITY CONTROLLER

10/4/2012 8:48:30 AM

DATE

G. Harold Duffey

CITY MANAGER

10/3/2012 8:06:38 PM

DATE

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

October 9, 2012

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-21.6 OF CHAPTER 2 OF THE COMPTON MUNICIPAL CODE ELIMINATING THE COMPENSATION OF THE CHAIRPERSON AND COMMISSION MEMBERS OF THE COMPTON GAMING COMMISSION

SUMMARY

The City Council has requested that an ordinance be brought forward for their consideration that will eliminate the compensation payable to the Chairperson and Commission members of the Compton Gaming Commission of the City of Compton.

BACKGROUND

On September 28, 1983, the City Council of the City of Compton adopted Ordinance No. 1,905 (codified at Section 2-21.1 of Chapter 2 of the Compton Municipal Code), which created and established the Compton Gaming Commission in accordance with Section 1000 of the Compton City Charter. The Commission was created primarily to review bingo and card club licenses and permits and carry out other functions as may be delegated to it by the City Council.

On December 12, 1996, the City Council adopted Ordinance No. 1,964, which amended Section 2-21.6 of the Compton Municipal Code, establishing the compensation for each member of the Compton Gaming Commission at One Thousand Dollars (\$1,000.00) per month.

STATEMENT OF ISSUE

In June 2012, the City adopted a Combined Budget for Fiscal Year 2012-2013. Fiscal projections for the current fiscal year reflect expected revenue shortfalls requiring drastic reductions to proposed spending.

In light of the challenges presented by current cash flow concerns for this fiscal year, it has been proposed by the City Council that the current compensation received for service on the Compton Gaming Commission – \$1,000.00 per month for the

#15.

Staff Report – Ordinance Eliminate Compensation
Gaming Commission of City of Compton
Amend Section 2-21-6 of Compton Municipal Code
October 9, 2012, page 2

Chairperson and each Commission member – be eliminated in an effort to assist with the current fiscal concerns.

FISCAL IMPACT

If adopted, this Resolution would save the City \$5,000.00 per month.

RECOMMENDATION

The City Council has requested that this proposed Ordinance be presented for consideration and action.

CRAIG CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

CJC:RAR:rar

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-21.6 OF CHAPTER 2 OF THE COMPTON MUNICIPAL CODE ELIMINATING THE COMPENSATION OF THE CHAIRPERSON AND COMMISSION MEMBERS OF THE COMPTON GAMING COMMISSION

WHEREAS, on September 28, 1993, the City Council of the City of Compton adopted Ordinance No. 1,905 (codified at Section 2-21.1 of Chapter 2 of the Compton Municipal Code), which created and established a Compton Gaming Commission, primarily to review bingo and card club licenses and permits and carry out other functions as may be delegated to it by the City Council; and

WHEREAS, on December 12, 1996, the City Council adopted Ordinance No. 1,964, which amended Section 2-21.6 of the Compton Municipal Code, establishing the compensation for each member of the Compton Gaming Commission at One Thousand Dollars (\$1,000.00) per month; and

WHEREAS, during the current fiscal year, the City of Compton has been challenged with financial uncertainty which has resulted in a reduction in operation and maintenance expenditures as well as cash flow difficulties; and

WHEREAS, in light of the challenges presented by current cash flow concerns for this fiscal year, it has been proposed by the City Council that the current compensation received for service on the Compton Gaming Commission – \$1,000.00 per month for the Chairperson and each Commission member – be eliminated in an effort to assist with the current fiscal concerns.

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

Section 1. That Section 2-21.6 (Compensation) of Chapter 2 of the Compton Municipal Code is hereby amended to read as follows:

2-21.6 Compensation. Other than reimbursement for necessary expenses; including travel incurred in connection with service as a Commissioner; the Chairperson and each Commission member of the Compton Gaming Commission shall not receive compensation for their service as a Commissioner on the Gaming Commission.

Section 2. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance hereby adopted shall remain in full force and effect.

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

Section 4. That this Ordinance shall take effect thirty (30) days after its adoption.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this ____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, Clerk of the City of Compton, hereby certify that the foregoing Ordinance was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2012.

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

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

CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-21.6 OF CHAPTER 2 OF THE COMPTON MUNICIPAL CODE ELIMINATING THE COMPENSATION OF THE CHAIRPERSON AND COMMISSION MEMBERS OF THE COMPTON GAMING COMMISSION

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

9/19/2012 10:16:22 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/19/2012 1:24:23 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/19/2012 6:14:21 PM
DATE

G. Harold Duffey
CITY MANAGER

9/19/2012 12:37:41 PM
DATE

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

