

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, January 07, 2014 5:45 PM

HEARING(S)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

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

1. December 3, 2013

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

CITY MANAGER'S REPORT

2. POWERPOINT/ORAL REPORT - SHERIFFS CONTRACT UPDATE

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR FOR FISCAL YEAR 2013-2014.

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, January 14, 2014 @ 5:45 PM.

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

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

DECEMBER 3, 2013

The City Council meeting was called to order at 6:10 p.m. in the Council Chambers of City Hall by Mayor Pro-Tem Janna Zurita.

ROLL CALL

Council Members Present: Galvan, Jones, Zurita

Council Members Absent: Arceneaux, Brown

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

INTRODUCTION OF SPECIAL GUESTS

Mayor Pro-Tem Zurita acknowledged Captain McCray of the Compton Sheriffs' Station and SEIU representative Mr. David Mott.

Councilperson Galvan acknowledged Compton Unified School District Board of Trustee members Marjorie Shipp and Charles Davis.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Denise Jacobs, Compton resident, requested brighter lighting on Kemp Street near the dead-end.

Mayor Pro-Tem Zurita proposed that a team of employees work the night shift for a couple of weeks to report all outages in the City of Compton.

Muhammad Mubarak, artist, presented a painting of the 35th President of the United States John F. Kennedy.

Muhammad Martinez, former member of the Black Panther Party and journalist, entreated Councilperson Galvan to confirm or deny information he received from reliable sources.

Mayor Pro-Tem Zurita asked that the speaker's time be stop.

Mayor Pro-Tem Zurita asked the City Attorney if audience members are allowed to address councilpersons by name.

City Attorney Cornwell confirmed that the Rules of Decorum have not changed, this is not the opportunity for a back and forth discussion, therefore comments should be made in accordance to City-related matters.

Mayor Pro-Tem Zurita asked the City Attorney if audience members can address councilpersons by name.

City Attorney Cornwell clarified that speakers cannot use personal comments that are disruptive to the meeting.

Mr. Martinez spoke out asking Councilperson Galvan if he had offered any goods in exchange for his vote.

Mayor Pro-Tem Zurita asked the City Attorney to further explain the rules because she believes this comment will be offensive to Councilperson Galvan.

City Attorney Cornwell stated that if the comments are disruptive to the meeting, as Mayor Pro-Tem she has some discretion as to how to address the matter.

[Mr. Martinez spoke out from the audience.]

Mayor Pro-Tem Zurita asked that the speaker's time continue.

#1.

Mr. Martinez asked Councilperson Galvan if he had offered goods to the people of Compton in exchange for his vote. He further explained that he had documents to prove that indeed Mr. Galvan had offered goods in exchange for his vote and because he has declined to respond, he hopes that the matter is investigated by the Fair Political Practice Commission.

Julius McClendon, Compton resident, on behalf of the business community, Mr. McClendon urged the City Council not to change the Christmas parade route.

Councilperson Galvan asked the City Attorney to ensure that the Rules of Decorum are applied evenly among everyone on the dais.

City Attorney Cornwell informed Councilperson Galvan that his advice to the Mayor Pro-Tem is based upon current case law which has interpreted the Rules of Decorum, he in no way tried to single out anyone on the dais. Mr. Cornwell also noted that he has an ethical obligation as an attorney and as an elected official to do his best to issue legal opinions as the law will allow.

Mayor Pro-Tem Zurita indicated that if the legal opinion is based on current law the Rules of Decorum should be amended and updated. Ms. Zurita further asserted that until then, she will conduct the meeting in accordance to the rules printed in the agenda.

Rudolfo Ruval, Compton resident, requested a detailed accounting of the proposed resolutions to make certain the citizens are aware of how and where their tax dollars are being spent.

Mike Madoni, Compton resident, argued that this City Council lacks a sincere concern for the youth, the parks and the appearance of the City. He accused every agency in the City of Compton of not doing their jobs and asked this Body if they wanted to follow in the footsteps of the former corrupted administrations. He also mentioned that law suits were filed by the Latino Chamber of Commerce to dispute the results of the previous elections.

Elda Lozano, Compton resident, petitioned the City Council to address the gang members living next door to her in the abandoned home.

Mayor Pro-Tem Zurita directed Ms. Lozano to speak to Captain McCray of the Compton Sheriffs' Department.

Barbara Calhoun, Compton resident and former councilperson, thanked the City Council for completing the well project she began at Sibrie Park. She also asked the City Manager to comment on whether or not the funds that were appropriated from Public Works to Municipal Utilities would be replaced by bond funds previously allocated to restore Sibrie Park.

Marjorie Shipp, Compton resident and member of the Compton Unified School District Board of Trustees, alerted the City Council of an incident that occurred November 21, 2013 at 410 North Bowen Street, Compton, California. Ms. Shipp explained that a representative of the Compton Business Chamber of Commerce attended this event and misrepresented the City of Compton by collecting signatures. This person deceived the attendees by stating that he was authorized by Mr. Fontenot to get an account of how many people had attended the event. Ms. Shipp asked that the City Manager investigate this matter and publicly announce the identity of the City's Chamber of Commerce.

Lorraine Cervantes, Compton resident and executive board member of the Compton Chamber of Commerce, declared that she is a member of the one and only legitimate Chamber of Commerce in the City of Compton which is verifiable by the City Manager. She indicated that chamber organizations are required to have a 501(c)3 and 501(c)6 with a business license to operate in the City of which this other organization has neither. She further requested that the Mayor, City Manager and other councilpersons stop supporting, endorsing, and representing this organization to people that want business licenses in the City of Compton.

Michael Turner, Compton resident, warned the residents to be careful of what they wish for, because his wishes for a strong NAACP President have backfired on him and caused undesirable results.

Joyce Kelly, Compton resident, asked the City Council how many times she has had to remind them to read the Brown Act, the First Amendment of the U.S. Constitution, and the Constitution of the state of California. She further stated that if any elected official tries to defame her character again they will be met in a court of law.

Lynn Boone, Compton resident, cited corrections in the accounts identified under Item No. 4. Ms. Boone also referenced Item No. 10 and questioned what took the contractor so long to find discrepancies at the fire station. She went on to mention the paperwork she filed against the City Attorney and the response letters she received. She maintained that because the City Attorney is a violation, he is refusing to do his job and address any violations against the City Charter.

CONSENT AGENDA

APPROVAL OF MINUTES

1. NOVEMBER 12, 2013 - Approved.

REPORTS OF OFFICERS AND COMMISSIONS

CITY ATTORNEY

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVOKING THE BUSINESS LICENSE AND CONDITIONAL USE PERMIT FOR THE "HUB MOTEL" LOCATED AT 714 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON (**Resolution # 23,876**)

CITY TREASURER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) OF THE STATE OF CALIFORNIA AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH AND UPDATING THE LIST OF AUTHORIZED PERSONS (**Resolution # 23,877**)

WATER DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO APPROVE THE FOLLOWING TRANSFER OF FUNDS DECREASING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2013-14 FISCAL YEAR BUDGET AND INCREASING THE PARKS AND RECREATION 2013-14 FISCAL YEAR BUDGET TO RESTORE SIBRIE PARK (**REAGENDAD**)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORTS - There were no City Manager's Reports.

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Bradford v. City of Compton, LASC No. TC026769
Anderson v. City of Compton, LASC No. TC027249
Baker v. City of Compton, WCAB Case No. ADJ4081926 AND ADJ3964372
Pursuant to California Government Code Section 54956.9(a)
6. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Two (2) Potential Cases held pursuant to California Government Code Section 54956.9(b)

#1.

On motion by Jones, seconded by Galvan, closed session items 5 and 6 were approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Zurita

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Brown

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO LIFE ASSIST, INC. FOR THE PURCHASE OF PHARMACEUTICALS AND MEDICAL SUPPLIES FOR THE FIRE DEPARTMENT

On motion by Jones, seconded by Galvan, **Resolution # 23,878** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO LIFE ASSIST, INC. FOR THE PURCHASE OF PHARMACEUTICALS AND MEDICAL SUPPLIES FOR THE FIRE DEPARTMENT**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Zurita

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Brown

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE CONTRACTUAL AGREEMENT FOR SERVICES PROVIDED BY ALL CITY MANAGEMENT SERVICES, INC. AND COMPTON UNIFIED SCHOOL DISTRICT FOR CROSSING GUARD RESPONSIBILITIES AND ISSUE A BUDGET AMENDMENT TO PROVIDE FUNDS FOR CURRENT YEAR EXPENSES (FISCAL YEAR 2013/2014) (**REAGENDAD**)
9. 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 THE ANNUAL MEMBERSHIP FEE, 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 2013-2014 AND RESCINDING RESOLUTION NO. 23,818

On motion by Jones, seconded by Galvan, **Resolution # 23,879** entitled "**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 THE ANNUAL MEMBERSHIP FEE, 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 2013-2014 AND RESCINDING RESOLUTION NO. 23,818**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Zurita

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Brown

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR ANNUAL AND SEMI-ANNUAL GROUNDWATER MONITORING AND TO CONDUCT SOIL SAMPLING AT FIRE STATION NO. 1, PURSUANT TO A DIRECTIVE OF THE REGIONAL WATER QUALITY CONTROL BOARD

On motion by Jones, seconded by Galvan, **Resolution # 23,880** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR ANNUAL AND SEMI-ANNUAL GROUNDWATER MONITORING AND TO CONDUCT SOIL SAMPLING AT FIRE STATION NO. 1, PURSUANT TO A DIRECTIVE OF THE REGIONAL WATER QUALITY CONTROL BOARD**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Zurita

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Brown

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER IV OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 4-12.1 (CONTRACTS; CITY COUNCIL AUTHORIZATION, EXECUTION REQUIREMENTS) (FIRST READING)

City Clerk Godwin cited a request by Mayor Brown to remove Items 11 and 12.

City Attorney Cornwell stated that he would like to make a comment regarding item 11.

Mayor Pro-Tem Zurita requested a motion to discuss the item.

It was moved by Galvan, seconded by Jones, for discussion.

City Clerk Godwin read the title of the ordinance.

MOTION TO WAIVE THE READING OF THE ORDINANCE

It was moved by Galvan, seconded by Jones, to waive the reading of the ordinance.

City Attorney Cornwell explained that this ordinance does not expand the City Manager's authority. State law allows for a city to stand by its formal approval process for contracting with various vendors and contractors; if a contractor or vendor veers from the City's formally stated policy, it is at their own peril. Mr. Cornwell further indicated that contractors cannot veer from the City's policy and say they did the work and then obligate the City to compensate them. When dealing with cities there is no such thing as an implied contract. The City has a policy that once a resolution is authorized it must go through the following signature cycle to execute the contract: City Attorney, City Manager, and the City Clerk. As a result, this ordinance will formalize that signature cycle.

Mayor Pro-Tem Zurita asked the City Attorney if he would be required to sign-off on purchase orders.

City Attorney Cornwell answered that he would not be required to sign-off on purchase orders.

Mayor Pro-Tem Zurita questioned if the City Attorney would be acquiring more authority.

City Attorney Cornwell clarified that his authority, as it relates to contracts comes from the City Charter. This, is his intent to memorialize the process so that contractors and vendors will be noticed with an official document.

Mayor Pro-Tem Zurita stated that she is under the impression that this ordinance would give the City Attorney authority to approve contracts.

City Attorney Cornwell notified Mayor Pro-Tem Zurita that her assumption is incorrect.

Mayor Pro-Tem Zurita also noted that law is one's opinion and sometimes legal issues require a second opinion.

City Attorney Cornwell quoted Sub-Section 1A of the ordinance and assured Mayor Pro-Tem Zurita that this ordinance would only codify, in writing, the signature process.

#1.

Mayor Pro-Tem Zurita asked the City Manager if his staff enters into contracts without the City Attorney's signature.

City Manager Duffey explained that when he began working for the City of Compton he made it very clear to staff members that RFPs or contracts all needed to be approved by the City Attorney's Office. Mr. Duffey also stated that if you look at staff reports prior to his arrival resolutions did not have contracts, however now the items have contracts attached to the resolution.

City Attorney Cornwell affirmed that the issue is not whether or not contracts are attached to resolutions. The City has issues and has had them for years wherein contracts have been authorized and/or vendors and contractors have been put to work without prior authorization.

Mr. Cornwell insisted that this does occur and he has talked to the City Manager about it. The matter pertains to what happens after the resolution has been approved.

City Manager Duffey stated that he is aware that there have been some issues regarding contracts in the past prior to him arriving, and that there was an accusation that the City had entered into leases when he pulled documents that were approved by the City Council. Mr. Duffey maintained that he has done nothing, in recent years, but forward contracts and RFPs directly to the City Attorney's Office. Additionally, all department heads have been instructed not to enter into any contracts without them being approved by the City Attorney's Office first.

City Attorney Cornwell maintained that he stands by his statements just as clearly.

Mayor Pro-Tem Zurita called for the question.

City Attorney Cornwell reminded the City Council that there has been a request to remove this item.

Mayor Pro-Tem Zurita notified City Attorney Cornwell that this City Council has honored the request, however because he wanted to discuss the item, it was put on the floor for a motion.

VOTE TO WAIVE THE READING OF THE ORDINANCE

AYES: Council Members - Galvan, Jones, Zurita

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Brown

It was moved by Galvan to approve the first reading of the ordinance.

The motion failed for lack of a second.

12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 9-1.31, 9-1.32 AND 9-1.38 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE TO ADD THE CITY ATTORNEY TO APPLICABLE SECTIONS OF THE COMPTON MUNICIPAL CODE RELATED TO THE SUSPENSION OR REVOCATION OF LICENSES, PERMITS, OR CERTIFICATES ISSUED BY THE CITY (FIRST READING)

City Clerk Godwin asked the City Council if they wanted to hear this item or honor the Mayor's request to pull it.

Councilperson Jones stated that he was okay with pulling the item.

Councilperson Galvan requested that the item be heard.

City Clerk Godwin read the title of the ordinance.

On motion by Galvan, seconded by Jones, to waive the reading of the ordinance, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Zurita

NOES: Council Members - None

ABSENT: Council Members - Arceneaux, Brown

It was moved by Galvan to approve the first reading of the ordinance.

The motion failed for lack of a second.

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

COUNCIL COMMENTS

Councilperson Galvan offered the following announcements/communications:

- Attended 9th Annual Omega Psi Phi Fraternity Thanksgiving Turkey Giveaway held at the Compton College Major League Baseball Urban Youth Academy.
- Toy Giveaway will be held Sunday, December 15, 2013 at Cesar Chavez Park at 1 p.m.
- Maintained that he is grateful for the opportunity to serve and represent the people of Compton in this capacity.
- Sista Soulfood Restaurant will be hosting their grand opening at 12713 Long Beach Boulevard.
- Wilson Park Toy Drive will be held December 7, 2013 from 11 a.m. to 4 p.m.
- Asked that everyone pray for the mother of Second District Town Hall Sheriff Gary.

Councilperson Jones offered the following announcements/communications:

- Asked that everyone remember that this is the time for giving and sharing.
- Thanked Mr. Muhammad for sharing his mural of the 35th president John F. Kennedy.

Mayor Pro-Tem Zurita offered the following announcements/communications:

- Commended the people and organizations that served the citizens of Compton during the Thanksgiving holiday.
- Tanesha Franklin will be sworn in Thursday at the Compton Courthouse.
- Attended the Christian Clergy United Network Action (CCUNAT) Post Thanksgiving Community Communion Service at Holy Chapel Church and the End to Human Trafficking Walk on Long Beach Boulevard.
- Town Hall Sheriffs' First District Clean-Up will be held Wednesday, December 4, 2013.
- Notified the residents that a town hall meeting would be held to discuss the water well at Sibrie Park.
- Traffic signal at Central and Compton Boulevard will be completed in early 2014.
- Trimming Land Company is hiring Compton residents for entry level positions. Anyone interested in applying should call (800) 378-7332.
- City Hall will be closed December 20, 2013 through January 6, 2014. Public Works and the City's parks will remain open. All emergencies should be addressed through the Sheriffs' Department.

The City Council meeting recessed to closed session at 7:35 p.m. and reconvened at 9:27 p.m.

ROLL CALL

Commissioners Present: Galvan, Jones, Zurita
Commissioners Absent: Arceneaux, Brown

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell stated that council met in closed session regarding:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Bradford v. City of Compton, LASC No. TC026769: No reportable action was taken.

Anderson v. City of Compton, LASC No. TC027249: City Council unanimously rejected a settlement demand offer as mentioned in October 18, 2013 correspondence.

Baker v. City of Compton, WCAB Case No. ADJ4081926 and ADJ3964372: No reportable action was taken.

The above cases were held pursuant to California Government Code Section 54956.9(a).

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Two potential cases were held pursuant to California Government Code Section 54956.9(b): No reportable action was taken.

ADJOURNMENT

On motion by Jones, seconded by Galvan, the meeting was adjourned at 9:29 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Zurita
NOES: Council Members - None
ABSENT:Council Members - Arceneaux, Brown

Clerk of the City of Compton

Mayor of the City of Compton

January 7, 2014

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF
COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR
FOR FISCAL YEAR 2013-2014.**

SUMMARY

This resolution will authorize the City Manager to enter into a contract with Willie Forge. to operate the Compton Par 3 Golf Course and lease the Pro Shop and Snack Bar for Fiscal Year 2013-2014.

BACKGROUND

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.

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, the City has, over the years, contracted with an experienced operator to provide these services.

STATEMENT OF ISSUE

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. Operation of a golf course requires expertise and experience which the staff does not possess. Thus, the City employs an operator who is capable of managing the facility full-time, in addition to providing professional advice and instruction in the game of golf.

Pursuant to the City's Standard Operating Manual, Policy 4.5, noncompetitive, negotiated or sole source procurement may occur when such usage is practical, justified and documented. Staff believes that the continued use of Mr. Forge's services is practical and justified in that he created and has administered the course's current management plan which has resulted in considerable upgrades to the course and more players desiring to play at the course.

#3.

Staff Report – Resolution Authorizing Services/Lease
Agreement – Compton Par 3 Golf Course (Willie Forge)
January 7, 2014, page 2

Mr. Forge will be compensated for his management services of the golf course in the amount of \$3,500.00 per month. He will pay to the City a monthly lease rate for use of the Pro Shop and Snack Bar of \$100.00.

Last fiscal year it was discovered that Mr. Forge had failed to pay some of his monthly lease fees in prior contracted years, thus the City and Mr. Forge entered into a Settlement Agreement whereby he has agreed to pay said unpaid lease fees monthly until the outstanding debt is satisfied. To assure payment, the current monthly lease fee and unpaid prior monthly lease fees have been and will continue to be deducted from the monthly golf course operational fees due to Mr. Forge by the City.

ALTERNATIVE

The Parks and Recreation Department does not employ the resources within its current staffing to operate the golf course. Should the City decline to adopt this resolution, it would result in closure of the golf course.

FISCAL IMPACT

The cost of the service contract for Fiscal Year 2013-2014 is \$42,000.00 (\$3,500 monthly) minus \$1,200.00 for monthly lease rental payments and \$1,200.00 for prior fiscal years unpaid monthly lease fees. Funds are available in Account No. 5200 840 000 4269.

RECOMMENDATION

Staff recommends that adoption of the attached resolution.

**MARVIN HUNT, (INTERIM) DIRECTOR
PARKS AND RECREATION 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 ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR FOR FISCAL YEAR 2013-2014.

WHEREAS, 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; and

WHEREAS, operation of a golf course requires expertise and experience, which the staff does not possess, thus, the City employs an operator who is capable of managing the facility full-time, in addition to providing professional advice and instruction in the game of golf; and

WHEREAS, staff believes that the continued use of Mr. Forge's services is practical and justified in that he created and has administered the course's current management plan which has resulted in considerable upgrades to the course and more players desiring to play at the course; and

WHEREAS, the total cost of the service contract is \$42,000.00 minus \$1,200.00 for monthly lease rental payments and \$1,200.00 for prior fiscal years unpaid monthly lease fees; and

WHEREAS, funds are available in Account No. 5200 840 000 4269 to pay the monthly cost of the service contract at \$3,500.00 minus \$200.00 for monthly lease rental payments and for prior fiscal years unpaid monthly lease fees.

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

Section 1. That the City Manager is authorized to enter into an agreement with Willie Forge (the "Operator") to operate the Compton Par 3 Golf Course for Fiscal Year 2013-2014.

Section 2. That the Operator shall be paid \$3,500.00 per month to operate the Golf Course, funds for which are available from Account No. 5200 840 000 4269.

Section 3. That the Operator shall pay lease rental fees to the City in the amount of \$100.00 per month for use of the golf course Pro Shop and Snack Shop, which monthly rental amount shall be deducted from the Operator's monthly fees for operation of the golf course.

Section 4. That the Operator shall pay a monthly lease fee to the City in the amount of \$100.00 for use of the Pro Shop and Snack Shop for prior unpaid monthly lease rental fees pursuant to that Settlement Agreement between the City and the Operator, which prior unpaid monthly rental amount shall be deducted from the Operator's monthly fees for operation of the golf course.

Section 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, General Services and Parks and Recreation Department.

Resolution No. _____
Page 2

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

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, 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 _____, 2014.

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

**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 _____ 2014, 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, 2013 until June 30, 2014.

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.

#3.

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 a rental fee of **\$200.00 per month** for use of the Snack Bar and 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

#3.

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 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

#3.

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.

#3.

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.

Copies to:

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

#3.

OPERATOR:

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

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: _____

Approved by:

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 WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR FOR FISCAL YEAR 2013-2014.

<ManagersName>

DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>

DATE

REVIEW / APPROVAL

<LegalName>

CITY ATTORNEY

<LegalDate>

DATE

<ControllerName>

CITY CONTROLLER

<ControllerDate>

DATE

<CityManager>

CITY MANAGER

<CityManagerDate>

DATE

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

