NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, July 08, 2014
5:45 PM

OPENING

MOMENT OF SILENCE

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. June 10, 2014

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. CLAIMS AGAINST THE CITY:

   Taishaun Gray v. City of Compton - Claim No. I-8671/LI0000360A
   Imani Gray v. City of Compton - Claim No. I-8672/LI0000361A
   Akyla Gray v. City of Compton - Claim No. I-8673/LI0000362A
   Suraya Gray v. City of Compton - Claim No. I-8674/LI0000363A
   Elsie Norris v. City of Compton - Claim No. I-8675/LI0000364A
   (Deny Claims)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND RESTORATION DIVERSION SERVICES

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO IMPLEMENT A WORKPLACE ANTI-BULLYING POLICY FOR EMPLOYEES OF THE CITY OF COMPTON

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING THE NAME OF THE DOLLARHIDE CENTER TO THE NEW COMPTON COMMUNITY CENTER, CONSISTENT WITH THE FACILITY NAMING POLICY ADOPTED BY THE COUNCIL ON JUNE 10, 2014.

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, July 15, 2014 @ 3:30 PM.

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

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#1.

JUNE 10, 2014

The City Council meeting was called to order at 6:58 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present: **Zurita, Galvan, Arceneaux, Jones, Brown**
Council Members Absent: **None**

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE PRESENTATION - "Compton SEED Program Graduate Students" Requested by Mayor Aja Brown (Reagendad)

2. PRESENTATION - 2014 Compton Academic Achievement Scholarship Award - Councilmember Jones (Presentation made)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, asked that staff verify whether or not Compton is no longer called the Hub City. He also asked that employees out in the field report graffiti and untrimmed trees to the departments responsible for servicing them. He complimented the City Manager for removing the weeds and trimming the trees near the bus stop on Alondra Boulevard. He also asked that code enforcement be placed under the jurisdiction of the City Attorney's Office.

Benjamin Holifield, Compton resident, asked that the monopoly on Bingo be removed to allow senior citizens the opportunity to play at the new community center or any place else in the City. He requested a report on the total revenues received by Bingo operators and the identity of the organizations receiving a portion of their proceeds. He also asked that the 40-foot City of Compton be found and positioned along the 91 Freeway. He requested prayer over the Council Chambers and that a youth government program is implemented like the surrounding cities. He went on to state that there should be no question as to whether or not the community center should be named after the first African American mayor of the City of Compton.

Councilperson Arceneaux agreed that the Douglas Dollarhide name should be transferred over to the new community center and that policies be set tonight as to how that will be done. Ms. Arceneaux also noted that she is currently working on Youth and Government Day in collaboration with the Compton Unified School District.

Mayor Brown informed Mr. Holifield that the young men that spoke regarding youth development programs in the budget are a part of the Youth Policy Council which is open to all students throughout the city; and as it relates to Dollarhide, the City Council has had discussions with the City Manager regarding the protocol to transferring the name but their goal was also to be transparent and hear the desires of the citizens for their community center.

Councilperson Zurita stated that there should be no question as to the transfer of the Dollarhide name to the new community center; and furthermore she proposed that banquet rooms in the facility be named after other trail blazers from the City of Compton.

Muhammad Martinez, co-founder of KTNG860AM and member of the Latino Chamber of Commerce, clarified that he does not hate all Caucasians, he hates racists that try to divide and conquer and filter the communities. He further encouraged Latino and African Americans to join together against their common enemy.

#1.

David Irons, Compton resident, commented on the Moorish and Spanish architecture at Angeles Abbey's Cemetery and the Latin and African descent that is symbolized in the Martin Luther King Jr. and Cesar Chavez monument.

Gerald Pickens, Compton Baseball Academy Teams (CBATS), requested an opportunity to host the 2014 United States Amateur Baseball Association World Series games at Jackie Robinson stadium.

Elder Bruce Boyden, Calvary Community Church of Compton, addressed a letter to the City Council previously submitted to the Director of the Successor Agency Dr. Kofi Sefa-boayke and City Manager Duffey indicating that after 8 years of deterioration it is time to award a financially stable developer to the 28 unfinished townhome project.

Beverly Deese, Compton resident, petitioned the City Council to address the noise ordinance and the issue of live bands playing in residential neighborhoods.

City Treasurer Douglas Sanders affirmed that he is experiencing the same problems in his neighborhood and cited a lack of code enforcement by law enforcement.

Captain McCray apologized to the City Council and citizens of Compton for the inefficient responses to the requests for service on behalf of the Sheriffs' Department. He went on to assert that Sheriffs' deputies cannot be victims to loud parties and explained that they will work with the City Attorney on a policy whereby they can cite the City's ordinance.

Councilperson Zurita asked Captain McCray if he checked to see if the Sheriff Department's non-emergency phone number is operable.

Captain McCray remarked that the telephone system has changed to a voice over IP.

Councilperson Zurita also asked Captain McCray if citizens can call and speak to the watch commanders at any time.

Captain McCray replied affirmatively and noted that those phone calls are recorded.

Councilperson Jones asked that Captain McCray address the issue of loud noise during late night hours as it is a problem in the entire City.

City Manager Duffey maintained that there is nothing within the $19M Sheriffs' Department's contract that prohibits them from responding to disturbing the peace calls.

Captain McCray stated that he would work with the City Manager and City Attorney to ensure that the proper mechanisms are in place so that they can utilize those tools to help mitigate this problem.

Mayor Brown requested that this item be brought back identifying exactly what the City is paying for in the Sheriffs' Department's $19M contract and what role does code enforcement play; in addition to discussing the recourse for citizens in the event of a negative encounter with a law enforcement official.

Barbara Calhoun, Compton resident and former councilperson, mentioned an experience in her neighborhood wherein a neighbor who had repeatedly hosted parties was shut down for good after someone called an influential person with the Sheriffs' Department.

Reverend Al Sanders, Compton resident, mentioned the success of the community center grand opening held over the weekend amidst the warm weather. He also suggested that council authorize a digital message board in the Council Chambers to keep the public informed of upcoming events.

Elder Rudy Chattom, referenced months of letters and phone calls sent to Dr. Kofi Sefa-boayke and City Manager Duffey regarding the fragmentary 28 townhome development at 950 West Alondra Boulevard.

Greg Ames, Trammell Crow Company (developers of the brickyard property), announced the submittal of their initial application for a development plan with the City in April 2014. He also mentioned their community outreach processes and that they are currently working with Planning staff to prepare a citywide presentation announcing their plans to widen the streets, landscape six acres, plant 500 trees, and work with Careerlink staff to provide local hiring to the project.

Councilperson Zurita asked Mr. Ames if he would be entering into any project labor agreements.

Mr. Ames remarked that they will be working with the City, community and the contractors to develop the project and work through the plan as part of the development agreement process.

Councilperson Zurita asked if any City monies will be used in this project.

Mr. Ames verified that no City funding will be used in the development of this project, in fact, the City can look forward to receiving approximately $1M annually directly from the project to the City in the form of direct paid taxes, contributions to employee pension system, the school district and contributions to the college as well.

Minnie Sawyer, Compton resident, encouraged the citizens of Compton to step out on faith and improve their community. She went on to ask that the Douglas Dollarhide name be transferred to the new community center.

Deanna Pittman, Compton resident, requested the status of her petition to plant 500 trees in the City of Compton.

City Manager Duffey remarked that the City has a $150,000 grant for tree planting and one of the goals is to incorporate her concept into the project.

Councilperson Galvan asked the City Manager if this grant includes the 1,000 trees promised by TLC Tree Trimming Company.

City Manager Duffey replied affirmatively, noting that TLC will be assisting the City with this development.

Lorraine Cervantes, Compton resident, maintained that booth operators do not pay fees nor do they collect money at the Catholic Church where Father Francisco pastors. She declared that the level of disturbing the peace has increase with the oncoming of the Sheriffs' Department. She further asked that the meeting be adjourned in the memory of Cheryl Lynn Lemoore Whittaker, Gwendolyn White, and Alberta Wilson.

Michael Turner, Compton resident, requested an update on the opening of the gate adjoining the Artesia Blueline Transit, Crystal Casino and Compton Gateway Towne Center. He also requested the amount of money collected by the Water Department if it has $9M in its reserve account. He indicated that he is still receiving phone calls from residents regarding high water bills and asked that water rates be lowered.

Joyce Kelly, Compton resident, petitioned the City Attorney and City Manager to adequately address the Compton Campfire site and the monies allocated to address the Alondra Regional Park project. She commented on the success of the Kardone community event and asked that City officials do more for the citizens.

Lynn Boone, Compton resident, asked that someone address why Dr. Kofi Sefa-boayke still works for the City of Compton when he has created nothing but blight and has never completed a project. She further referred the City Treasurer to the Sheriffs' Department's agreement the City Council voted on which indicates that after July 1, 2014 the City of Compton has no say-so and that any appeals will go to the Los Angeles County Board of Supervisors.

She further mentioned her repeated requests for the Sheriffs' Department's contract which was never presented and last night during the budget workshop, a question was asked regarding the election's process and City Clerk Alita Godwin made the statement that she did not have to work with another agency to oversee the election. Ms. Boone cited Section 601 of the City Charter

#1.

and went on to state that management is incapable of seeing the importance of a competent grant's manager.

Mayor Brown requested information regarding the Successor Agency's review of RFPs for 950 Alondra Boulevard.

Kofi Sefa-boayke, Director of the Successor Agency, remarked that he reviewed all RFPs and submitted his recommendations on May 6, 2014.

Mayor Brown stated that she specifically asked that this item be brought back before this Body for review and approval two weeks ago.

Mr. Sefa-boayke stated that the item was submitted into SIRE as soon as the review process was completed.

Mayor Brown asked if the interested party had their own financing and wished to compensate the City for the property.

Mr. Sefa-boayke replied affirmatively.

Mayor Brown recommended that the item be brought back for council review on June 24, 2014.

Councilperson Zurita inquired about the person responsible for removing the item from the agenda after it was already approved on May 15, 2014.

City Manager Duffey indicated that he would send the Mayor and City Council a separate correspondence on the concerns that he has regarding this project.

City Attorney Cornwell reported that he did not pull any meeting or agenda item after the completion of the agenda or before the City Council meeting.

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

3. MAY 6, 2014 (Approved)
   MAY 13, 2014 (Approved)

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

4. CITY TREASURER'S INVESTMENT REPORTS - March 2014 and April 2014 (Received/Filed)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORTS

5. REPORT/REQUEST - RECEIVE AND FILE "CITY OF COMPTON ANNEXATION FISCAL ANALYSIS" REPORT ON ANNEXATION OF SPHERE OF INFLUENCE AREAS IN UNINCORPORATED TERRITORIES KNOWN AS "EAST COMPTON COUNTY ISLANDS" AND "RANCHO DOMINGUEZ" PREPARED BY CIVIC SOLUTIONS, INC. (APRIL 13, 2014) AND PROVIDE DIRECTION TO STAFF

Robert Delgadillo, Interim Director of Planning and Economic Development, presented a Power Point presentation on the City of Compton's annexation fiscal report for the East Compton islands and Rancho Dominguez area.

Councilperson Arceneaux asked if all other services other than fire and public safety would be the responsibility of the City of Compton or the County of Los Angeles. Mr. Delgadillo stated that scenario "A" asserts that everything will be provided by the City and scenario "B" asserts that everything will be provided by the City except fire protection.

Mayor Brown asked if residents living in those areas would experience an increase in their property taxes. Mr. Delgadillo stated that the tax rate may slightly increase but the actual amount is unidentified.

Mayor Brown articulated concerns for the incremental increase in costs of law enforcement services and the net benefits being negligible in terms of responsibility making the annexation futile.

Councilperson Jones requested the time constraints and political issues that would impact moving forward.

Mr. Delgadillo cited that Carson is currently in the lead position to annex Rancho Dominguez. Conversely, LAFCO was open to allowing Compton to potentially annex these areas.

Mayor Brown asked that residents in either area be given the opportunity to voice their concerns or protest.

Discussions ensued regarding the benefits of the phase approach.

On motion by Zurita, seconded by Arceneaux, **"A CITY OF COMPTON ANNEXATION FISCAL ANALYSIS" REPORT ON ANNEXATION OF SPHERE OF INFLUENCE AREAS IN UNINCORPORATED TERRITORIES KNOWN AS "EAST COMPTON COUNTY ISLANDS" AND "RANCHO DOMINGUEZ" PREPARED BY CIVIC SOLUTIONS, INC. (APRIL 13, 2014)"**, was received and filed, by the following vote on roll call:

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

On motion by Arceneaux, seconded by Jones, City Council requested that staff submit an application to LAFCO and if it is not accepted, the application must come back to City Council, by the following vote on roll call:

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

6. REQUEST TO SCHEDULE A COUNCIL WORKSHOP: ESTABLISHMENT OF A CITY POLICY GOVERNING DISTRIBUTION OF COMPLIMENTARY TICKETS AND PASSES.

Councilperson Zurita requested the reason for this request.

City Attorney Cornwell reported that this item is coming before the City Council as part of a requirement of the Fair Political Practice Commission.

Councilperson Zurita announced that she does not want staff accepting gifts on her behalf.

On motion by Arceneaux, seconded by Jones, a council workshop was scheduled for Tuesday, July 1, 2014 at 3:40 p.m., by the following vote on roll call:

#1.

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

CITY ATTORNEY'S REPORTS - There were no City Attorney's Reports.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A POLICY GOVERNING THE NAMING OF CITY OWNED FACILITIES AND LAND

On motion by Zurita, seconded by Jones, **Resolution # 23,958** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A POLICY GOVERNING THE NAMING OF CITY OWNED FACILITIES AND LAND"** was approved, by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES

On motion by Arceneaux, seconded by Jones, **Resolution# 23,959** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES"** was approved, by the following vote on roll call:

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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING CERTAIN CITY VEHICLES AS SURPLUS PROPERTY AND AUTHORIZING THE SALE OF SAID VEHICLES

On motion by Arceneaux, seconded by Jones, **Resolution # 23,960** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING CERTAIN CITY VEHICLES AS SURPLUS PROPERTY AND AUTHORIZING THE SALE OF SAID VEHICLES"** was approved, by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR ACCEPTING THE TRANSFER OF HOUSING ASSETS FROM THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY **(Reagendad)**

City Attorney Cornwell recommended staff come back with a more transparent and clearer title that correlates with the companion resolution listed under the Successor Agency.

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR THE SECOND SUPERVISORIAL DISTRICT PROPOSITION A GRANT FUNDING AND APPROVES THE CAMPFIRE GIRLS REGIONAL ACTIVITY CENTER PROPERTY ACQUISITION

City Attorney Cornwell announced that escrow has opened for the Compton Campfire site.

Mayor Brown recognized City Attorney Cornwell, Country of Los Angeles Board of Supervisors Mark Ridley-Thomas, and Cynthia Macon for all of their due diligence and efforts leading up to this point.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,961** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR THE SECOND SUPERVISORIAL DISTRICT PROPOSITION A GRANT FUNDING AND APPROVES THE CAMPFIRE GIRLS REGIONAL ACTIVITY CENTER PROPERTY ACQUISITION"** was approved by the following vote on roll call:

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

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Recognized the Street Department for cleaning the land behind 24 Hour Fitness.
- First District Townhall meeting will be held Wednesday, June 18, 2014 at 6 p.m. at Gonzales Park.

Meeting adjournments:
Helen Onmond
Lewanda and Donald Green's grandson

Councilperson Galvan offered the following communications/announcements:

- Disputed any rumors indicating that he has requested an item be placed on the agenda.
- Celebrated his first year in office last week and mentioned his numerous accomplishments in the business and residential communities.
- Thanked the City Council and the various city departments for supporting him in his endeavors over the course of the year.
- Attended Domino Kardones Open House event.
- Encouraged registered voters to exercise their right to vote in the upcoming Assembly and Los Angeles County Sheriffs' elections.

Councilperson Arceneaux offered the following communications/announcements:

- Attended Domino Kardone's Open House event; Watts/Hub City Teen Graduation and Ribbon Cutting Ceremony for the Martin Luther King Jr. Outpatient Center.

#1.

- Directed the City Manager to bring back a report regarding the feasibility of establishing a Public Works Commission.

Meeting adjournments:
Mrs. Lee Omia Clegg
Maya Angelou

Councilperson Jones offered the following communications/announcements:

- Congratulated and thanked Michael James Brown for hosting a youth golf tournament at the Compton Par 3 Golf Course. If you would like more information as to how your child could sign up to play golf please call (562) 233-9429.

- Black and Gold Ball will be held Friday, June 27, 2014 at the new community center. For more information, please call (310) 605-5688.

- Thanked the Republic Trash Company for giving him the opportunity to present nine $1,000 scholarships to Compton Unified School District students.

- Wished everyone a Happy Father's Day.

Mayor Brown offered the following communications/announcements:

- Directed the City Manager to bring back a resolution for consideration of what the City of Compton will provide (i.e., staff costs) for the 11th Annual Veteran's Stand-down.

- Hosted an Employee Appreciation Lunch.

- Community Policing Taskforce meeting will be held Thursday, June 19, 2014 at 10 a.m. in the Blue Room.

- Asked the City Manager to address the rumors of a Wal-Mart coming to Compton.

    - City Manager Duffey remarked that he was informed by a local Wal-Mart official that he could neither confirm nor deny that they are involved in a transaction with the Compton Fashion Center.

- Stated that she would like to be a part of any discussions between the City and Wal-Mart representatives regarding their interest in coming to Compton.

    - Councilperson Galvan requested an opportunity to meet with Wal-Mart representatives as well.

ADJOURNMENT

On motion by Arceneaux, seconded by Galvan, the meeting was adjourned at 10:39 p.m. in memory of **Maya Angelou**, **Cheryl Lynn Lemmore Whittaker**, **Gwendolyn White**, **Alberta Wilson**, and **Lee Omia Clegg**, by the following vote on roll call:

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

____________________________ ____________________________

Clerk of the City of Compton **Mayor of the City of Compton**

July 8, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY ATTORNEY**

SUBJECT: **CITY ATTORNEY REPORT/CLAIM NO. I-8673/LI0000362A**

SUMMARY

Council will consider the claim of Akyla Gray, by and through her Guardian Ad Litem, Taishaun Gray (Claim No. I-8673/LI0000362A), presented to the City Controller on May 22, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On May 22, 2014, this claim was presented to the City Controller by Akyla Gray, by and through her Guardian Ad Litem, Taishaun Gray for wrongful death. Based upon the allegations contained in the Claim, the alleged injury to Claimant arises from a traffic collision that occurred on December 14, 2013, which resulted in the death of Claimant's mother, Tracey Marie Garcia-Gray. The traffic collision involved a vehicle driven by Ms. Garcia-Gray and another driven by a Deputy employed by the Los Angeles County Sheriff's Office.

Claimant alleges that the City of Compton negligently employed, trained and supervised the Deputy Sheriff of the Los Angeles County Sheriff's Department. As you know, the City does not employ, train or supervise the Los Angeles County Sheriff Deputies, but only contracts with them for law enforcement services.

Accordingly, we have referred this claim to Los Angeles County Counsel, which represents and defends the Sheriff and his department against claims of this sort. In so doing, the City has fulfilled its duty pursuant to the City-County Municipal Law Enforcement Services Agreement. That agreement requires the City to provide formal notice of the claim to the County. The City has also given the County notice of its intent to tender the defense to, and seek indemnity from, it in connection with the claim and any resulting lawsuit which might follow.

FINANCIAL IMPACT

One Million Dollars ($1,000,000).

RECOMMENDATION

Based on the foregoing, staff recommends that this claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

#2.

July 8, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY ATTORNEY**

SUBJECT: **CITY ATTORNEY REPORT/CLAIM NO. I-8675/LI0000364A**

SUMMARY

Council will consider the claim of Elsie Norris (Claim No. I-8675/LI0000364A), presented to the City Controller on May 22, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On May 22, 2014, this claim was presented to the City Controller by Elsie Norris for wrongful death. Based upon the allegations contained in the Claim, the alleged injury to Claimant arises from a traffic collision that occurred on December 14, 2013, which resulted in the death of Claimant's daughter, Tracey Marie Garcia-Gray. The traffic collision involved a vehicle driven by Ms. Garcia-Gray and another driven by a Deputy employed by the Los Angeles County Sheriff's Office.

Claimant alleges that the City of Compton negligently employed, trained and supervised the Deputy Sheriff of the Los Angeles County Sheriff's Department. As you know, the City does not employ, train or supervise the Los Angeles County Sheriff Deputies, but only contracts with them for law enforcement services.

Accordingly, we have referred this claim to Los Angeles County Counsel, which represents and defends the Sheriff and his department against claims of this sort. In so doing, the City has fulfilled its duty pursuant to the City-County Municipal Law Enforcement Services Agreement. That agreement requires the City to provide formal notice of the claim to the County. The City has also given the County notice of its intent to tender the defense to, and seek indemnity from, it in connection with the claim and any resulting lawsuit which might follow.

FINANCIAL IMPACT

One Million Dollars ($1,000,000).

RECOMMENDATION

Based on the foregoing, staff recommends that this claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

#2.

July 8, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY ATTORNEY**

SUBJECT: **CITY ATTORNEY REPORT/CLAIM NO. I-8672/LI0000361A**

SUMMARY

Council will consider the claim of Imani Gray, by and through her Guardian Ad Litem, Taishaun Gray (Claim No. I-8672/LI0000361A), presented to the City Controller on May 22, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On May 22, 2014, this claim was presented to the City Controller by Imani Gray, by and through her Guardian Ad Litem, Taishaun Gray for wrongful death. Based upon the allegations contained in the Claim, the alleged injury to Claimant arises from a traffic collision that occurred on December 14, 2013, which resulted in the death of Claimant's mother, Tracey Marie Garcia-Gray. The traffic collision involved a vehicle driven by Ms. Garcia-Gray and another driven by a Deputy employed by the Los Angeles County Sheriff's Office.

Claimant alleges that the City of Compton negligently employed, trained and supervised the Deputy Sheriff of the Los Angeles County Sheriff's Department. As you know, the City does not employ, train or supervise the Los Angeles County Sheriff Deputies, but only contracts with them for law enforcement services.

Accordingly, we have referred this claim to Los Angeles County Counsel, which represents and defends the Sheriff and his department against claims of this sort. In so doing, the City has fulfilled its duty pursuant to the City-County Municipal Law Enforcement Services Agreement. That agreement requires the City to provide formal notice of the claim to the County. The City has also given the County notice of its intent to tender the defense to, and seek indemnity from, it in connection with the claim and any resulting lawsuit which might follow.

FINANCIAL IMPACT

One Million Dollars ($1,000,000).

RECOMMENDATION

Based on the foregoing, staff recommends that this claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

#2.

July 8, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY ATTORNEY**

SUBJECT: **CITY ATTORNEY REPORT/CLAIM NO. I-8674/LI0000363A**

SUMMARY

Council will consider the claim of Suraya Gray, by and through her Guardian Ad Litem, Taishaun Gray (Claim No. I-8674/LI0000363A), presented to the City Controller on May 22, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On May 22, 2014, this claim was presented to the City Controller by Suraya Gray, by and through her Guardian Ad Litem, Taishaun Gray for wrongful death. Based upon the allegations contained in the Claim, the alleged injury to Claimant arises from a traffic collision that occurred on December 14, 2013, which resulted in the death of Claimant's mother, Tracey Marie Garcia-Gray. The traffic collision involved a vehicle driven by Ms. Garcia-Gray and another driven by a Deputy employed by the Los Angeles County Sheriff's Office.

Claimant alleges that the City of Compton negligently employed, trained and supervised the Deputy Sheriff of the Los Angeles County Sheriff's Department. As you know, the City does not employ, train or supervise the Los Angeles County Sheriff Deputies, but only contracts with them for law enforcement services.

Accordingly, we have referred this claim to Los Angeles County Counsel, which represents and defends the Sheriff and his department against claims of this sort. In so doing, the City has fulfilled its duty pursuant to the City-County Municipal Law Enforcement Services Agreement. That agreement requires the City to provide formal notice of the claim to the County. The City has also given the County notice of its intent to tender the defense to, and seek indemnity from, it in connection with the claim and any resulting lawsuit which might follow.

FINANCIAL IMPACT

One Million Dollars ($1,000,000).

RECOMMENDATION

Based on the foregoing, staff recommends that this claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

#2.

July 8, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY ATTORNEY**

SUBJECT: **CITY ATTORNEY REPORT/CLAIM NO. I-8671/LI0000360A**

SUMMARY

Council will consider the claim of Taishaun Gray (Claim No. I-8671/LI0000360A), presented to the City Controller on May 22, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On May 22, 2014, Taishaun Gray presented a claim for wrongful death to the City Controller. Based upon the allegations contained in the Claim, the alleged injury to Claimant arises from a traffic collision that occurred on December 14, 2013, which resulted in the death of Claimant's wife, Tracey Marie Garcia-Gray. The traffic collision involved a vehicle driven by Ms. Garcia-Gray and another driven by a Deputy employed by the Los Angeles County Sheriff's Office.

Claimant alleges that the City of Compton negligently employed, trained and supervised the Deputy Sheriff of the Los Angeles County Sheriff's Department. As you know, the City does not employ, train or supervise the Los Angeles County Sheriff Deputies, but only contracts with them for law enforcement services.

Accordingly, we have referred this claim to Los Angeles County Counsel, which represents and defends the Sheriff and his department against claims of this sort. In so doing, the City has fulfilled its duty pursuant to the City-County Municipal Law Enforcement Services Agreement. That agreement requires the City to provide formal notice of the claim to the County. The City has also given the County notice of its intent to tender the defense to, and seek indemnity from, it in connection with the claim and any resulting lawsuit which might follow.

FINANCIAL IMPACT

One Million Dollars ($1,000,000).

RECOMMENDATION

Based on the foregoing, staff recommends that this claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

#3.

July 8, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND RESTORATION DIVERSION SERVICES

SUMMARY

City Council will consider authorizing the City Manager to enter a 12-month lease agreement with Restoration Diversion Services (RDS) for occupancy of indoor space at 208 North Long Beach Blvd.

BACKGROUND

The City of Compton owns certain real property located at 208 North Long Beach Blvd. that is used as a "single occupancy" facility and offers indoor spaces for leasing to outside agencies, organizations or individuals. The facility previously hosted various nonprofit organizations such as W.I.T.H. Foundation and Cry No More. The facility currently hosts the administrative office and support services for Restoration Diversion Services.

Restoration Diversion Services was founded in 2009 to assist sex trafficking victims exit the streets. Child trafficking is rampant in the United States and most victims are trafficked for the purpose of prostitution. RDS's mission is to provide a drop in center that offers temporary shelter, long-term housing and other support mechanisms. RDS collaborates with the Mary Magdalene Project (MMP), which is a court ordered diversion program. The MMP prostitution program is an 18-session program addressing issues women encounter when departing the prostitution and sex trafficking industries.

Restoration Diversion Services is a non-profit human services organization committed to serving the community in need by offering services and programs to sex victims ranging from providing snacks, toiletries, STI's educational resources, GED preparation, a place to shower, condoms, and additional resources based on the participants needs.

#3.

STATEMENT OF THE ISSUES

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

In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be ***at least*** **One Dollar ($1.00)** ***per square foot.***

FISCAL IMPACT

At the minimal leasing rate of $1.00 per square foot, the monthly rent shall be $684.00 or a total of $8,208.00 for the term of the proposed lease (i.e. July 1, 2014 through June 30, 2015).

ALTERNATIVE

Restoration Diversion Services has requested, based on their mission and the services performed by their organization, that the City Council consider leasing this property to the organization for One Dollar ($1.00) for the term of the lease.

Council has a number of options/alternative available to consider:

1. Reject the proposed leasing of this property.
2. Lease the property at the minimum rental rate ($1.00 per square foot of space) or a higher rental rate.
3. Lease the property at a rental rate that is lower than the minimum rental rate.

RECOMMENDATION

City Council approval of the attached resolution is recommended.

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

#3.

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND RESTORATION DIVERSION SERVICES

WHEREAS, the City of Compton owns the property located at 208 North Long Beach Blvd., Compton, California 90220; and

WHEREAS, Restoration Diversion Services, a non-profit human services organization desires to lease the property at 208 North Long Beach Boulevard for purposes general office use for support services.

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

SECTION 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a 12-month lease agreement, effective July 1, 2014 through June 30, 2015, with Restoration Diversion Services for use of approximately 684 square feet of indoor space at 208 North Long Beach Boulevard, Compton, California.

SECTION 2. That the monthly lease rate shall be Six Hundred Eighty Four Dollars ($684.00).

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

SECTION 4. 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

#3.

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

LEASE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
RESTORATION DIVERSION SERVICES

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 the **RESTORATION DIVERSION SERVICES** (hereinafter referred to as **"LESSEE"**).

RECITALS:

WHEREAS, the City of Compton ("Owner"), has under it jurisdiction certain real property located at 208 North Long Beach Boulevard, Compton, California 9022_, (the "Site"); and

WHEREAS, on _____________, 2014, the City Council adopted Resolution No. ______, which authorized the City Manager to enter into a lease agreement with the Restoration Diversion Services ("Lessee") for a period of twelve (12) months, commencing July 1, 2014 through June 30, 2015.

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:

208 North Long Beach Boulevard
Compton, California 9022_

[The "Site"]

Lessee shall lease approximately 684 square feet of indoor office space within the Site building.

[The "Premises"]

Section 2. **TERM.** This Lease shall be for a term of twelve (12) months, commencing on July 1, 2014 and shall terminate on June 30, 2015, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements, written or oral.

<u>Section 3.</u> **<u>RENT</u>.** During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the sum of __________________ **Dollars ($)** per month, based on a rental rate of **One Dollar and No Cents ($1.00) per square foot** for each square foot of exclusive use space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

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

<u>Section 4.</u> **<u>USE OF PREMISES</u>.** Lessee is entitled to use the Premises for the following purpose(s) only:

General Office Use for Support Services

Lessee shall not use the Premises for any other purpose without the prior written consent of the Owner**.** Lessee shall not use the Premises for residential purposes or for any commercial purposes not stated herein. Lessee shall not use the Premises for the storage of unusable equipment or property or for the rental or storage of any type of equipment not integral to the purposes of the Program.

<u>Section 5</u>. **<u>DELIVERY OF PREMISES</u>.** If Owner, for any reason, cannot deliver the Premises described above to Lessee at the commencement of the term hereof, Owner shall not be 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.

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

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

<u>Section 7</u>. **<u>ASSIGNMENT AND SUBLETTING</u>.** 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 fifteen (15) day minimum review period before granting Lessee approval or disapproval of the project in writing. Lessee shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition or improvement subject to plan review by Owner at Lessee's expense. Lessee shall keep the Premises free of liens from such work.

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

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

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

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

#3.

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.***

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

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

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

c. Fire and Casualty Insurance. Lessee shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. Lessee shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the Premises on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

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

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

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

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

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

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.

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

Section 12. DAMAGE OR DESTRUCTION. 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 and shall not be obligated for any further rental payment and Owner shall refund any unearned rent paid in advance by Lessee, calculated at a daily rate based on the regular monthly rental.

In the event of any lesser damage by casualty, then Owner shall commence the repair and restoration of such premises within thirty (30) days of the event which necessitated the repair and restoration, unless it is not reasonably possible to commence repair and restoration within thirty (30) days, in which case it shall be commenced as soon as feasibly possible. If the damage to the Premises is caused by the Lessee or its agents, employees or invitees, then after receiving Owner's approval for the same, Lessee shall promptly repair the damage at Lessee's expense.

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. Owner may not terminate the Lease if (a) Lessee cures the default within the thirty (30) day period after notice of default is given, or (b) the default cannot reasonably be cured within thirty (30) days after notice of default is given, but Lessee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

Section 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 same terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 15. CANCELLATION PROVISION. Notwithstanding any other provisions contained herein, either party shall have the right to cancel this Lease, without cause, at anytime upon sixty (60) days prior written notice to the other party.

Section 16. OWNER'S ACCESS. Lessee agrees to permit the Owner or Owner's authorized agents, upon at least twenty-four (24) hours advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises or for making necessary alterations, improvements or major repairs.

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

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

Section 18. 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 19. 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 20. 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 21. COMPLIANCE WITH LAWS. Lessee shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Section 22. 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 23. PARKING ACCESS. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Lessee, its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided on a first-come, first-served basis.

Section 24. 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 25. 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 26. BINDING ON SUCCESSORS. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Owner, and wherever the context permits or requires the successors in interest to the Lessee.

Section 27. 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.

<u>Section 28.</u> **<u>WAIVERS.</u>** A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

<u>Section 29.</u> **<u>GOVERNING LAW AND SEVERABILTIY.</u>** This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. 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.

<u>Section 30.</u> **<u>RECOVERY OF LEGAL FEES.</u>** 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.

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

To OWNER:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5519
(310) 605-1753 – fax.

With copy to:

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

To LESSEE:

Restoration Diversion Services
208 North Long Beach Boulevard
Compton, California 9022_
Attn: Sinetta Farley
(310) 639-1695
(310) 639-1695 – fax.

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

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

RESTORATION DIVERSION SERVICES
LESSEE

By ___________________________________ Dated: ______________
Sinetta Farley

CITY OF COMPTON/OWNER
Recommended for Approval:

By ___________________________________ Dated: ______________
Van Wilson, Director
General Services Department

Approved by:

By ___________________________________ Dated: ______________
G. Harold Duffey, City Manager

Approved as to form:

By ___________________________________ Dated: ______________
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _________________ By _______________________________
Alita Godwin, City Clerk

#3.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **General Services**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND RESTORATION DIVERSION SERVICES**

Van Wilson	**7/1/2014 9:06:32 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**7/3/2014 1:18:14 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**7/2/2014 9:42:28 AM**
CITY CONTROLLER	DATE
G. Harold Duffey	**7/1/2014 9:42:07 PM**
CITY MANAGER	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.

July 8, 2014

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **ALITA L. GODWIN, CMC**
CITY CLERK

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES**

SUMMARY

This Resolution will authorize the City Manager to enter into an agreement with All Star Interpreting Service to provide Spanish language translation and interpretation services for the public meetings of the City's legislative bodies.

BACKGROUND

The City Council conducts much of the City's business during its weekly public and televised meetings in the English language. A substantial portion of the City's population is Spanish speaking and the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings. The City conducts public meetings of its legislative bodies up to four (4) times monthly.

STATEMENT OF ISSUE

All Star Interpreting Service ("All Star") has been providing translation and interpreting service for twenty (20) years. All Star is a member of the American Translators Association, State and Federally Certified Interpreters and provide services for virtually every language.

All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Housing Development Commission, Public Finance Authority, Gaming Commission, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings. The contract with All Star will be for one (1) year (July 1, 2014 through June 30, 2015). The costs of services will remain at the rate of Seven Hundred Fifty Dollars ($750.00) per date of services rendered for the entire term of the agreement.

FISCAL IMPACT

The costs for services for Fiscal Year 2014-2015 is not to exceed Thirty Five Thousand Dollars ($35,000.00). Funds are available in Account No. 1001-47-0000-4262.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

ALITA GODWIN, CMC
CITY CLERK

AG:RAR:rar

#4.

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES

WHEREAS, the City Council conducts much of the City's business during its weekly public and televised meetings in the English language; and

WHEREAS, a substantial portion of the City's population is Spanish speaking and the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings; and

WHEREAS, All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Housing Development Commission, Public Finance Authority, Gaming Commission, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings; and

WHEREAS, the contract with All Star will be for a term of one (1) year (July 1, 2014 through June 30, 2015) at a cost not to exceed Thirty Five Thousand Dollars ($35,000.00); and

WHEREAS, the costs for services for Fiscal Year 2014-2015 is not to exceed Thirty Five Thousand Dollars ($35,000.00); and

WHEREAS, funds are available in Account No. 1001-47-0000-4262 of the 2014-2015 Fiscal Year budget.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into an agreement with All Star Interpreting Service to provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Housing Development Commission, Public Finance Authority, Gaming Commission, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, including translation for the City's cable telecast of the aforementioned meetings.

Section 2. That the term of the agreement shall be from July 1, 2014 through June 30, 2015.

Section 3. That the City shall pay a fixed fee to All Star Interpreting Services in the amount of Seven Hundred Fifty Dollars ($750.00) per date of services rendered for the entire term of the agreement.

#4.

<u>Section 4.</u> That the costs for services for Fiscal Year 2014-2015 is not to exceed Thirty Five Thousand Dollars ($35,000.00). Funds are available in Account No. 1001-47-0000-4262 of the 2014-2015 Fiscal Year budget.

<u>Section 5.</u> That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, and City Attorney.

<u>Section 6.</u> 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)ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _______________, 2014.

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

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSTAIN: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–

____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL INTERPRETATION AND TRANSLATION SERVICES AGREEMENT BETWEEN THE CITY OF COMPTON AND ALL STAR INTERPRETING SERVICE

This **AGREEMENT** is made 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 **ALL STAR INTERPRETING SERVICE** (hereinafter referred to as **"ALL STAR"**), located at 1925 Vassar Avenue, Glendale, California 91204.

RECITALS:

WHEREAS, the City Council conducts much of the City's business during its weekly public and televised meetings in the English language; and

WHEREAS, a substantial portion of the City's population is Spanish speaking; and

WHEREAS, the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings; and

WHEREAS, All Star warrants that it 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 an agreement with All Star to provide interpretation and translation services to the City; and

WHEREAS, All Star is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, All Star and **City,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be rendered by All Star. It is the mutual understanding of the parties that the All Star shall perform and be responsible for providing professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Housing Development Commission, Public Finance Authority, Gaming Commission, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meeting. All Star shall be available for performance of services at the aforementioned public meetings of the City's legislative bodies commencing at 3:00 p.m. on any first (1^{st}) and third (3^{rd}) Tuesday and 5:00 p.m. on any second (2^{nd}) and fourth (4^{th}) Tuesday that a meeting(s) is scheduled, unless directed otherwise by the City Clerk's Office. For special and emergency meetings of the aforementioned legislative bodies, All Star shall be available upon twenty-four (24) hours advance notice of the date and time.

All Star acknowledges that in entering into this Agreement the City is relying on All Star's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, All Star agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.** Translation and interpretation equipment shall be provided by the City for legislative meetings conducted in the Council Chambers of the City of Compton.

All Star services hereunder shall be performed in good, workmanlike and professional manner. All Star shall be responsible for correcting and completing all errors and omissions related to the services provided by the All Star for this Agreement at no additional cost to the City**.** “Errors” and “Omissions” for purposes of this paragraph are defined to mean a failure by the All Star to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release All Star from these obligations.

All Star will be responsible for employing or engaging all persons necessary to perform the services. All of All Star's staff will be qualified by training and experience to perform their assigned tasks. All Star will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of All Star fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Acceptance by City of the work performed under this Agreement does not operate as a release of All Star from such professional responsibility for the services performed.

2. Duration of Contract. The term of this Agreement shall be from July 1, 2014 through June 30, 2015, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be on a flat fee-for-services basis. Interpreter labor shall be assumed to be for a full day event at a cost of **Seven Hundred Fifty Dollars ($750.00).** A half day event is considered to be up to three (3) hours of translation time, charged at a cost of **Five Hundred Dollars ($500.00)**. The total price paid All Star will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the All Star, 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 compensation will be negotiated between the All Star and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the All Star. If All Star fails to perform services as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

All Star shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the All Star is billing. Invoices shall detail the work performed. Invoices shall be delivered or mailed to the City Clerk at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, All Star shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the All Star's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All Star agrees that all of its reports, records, materials, documents and other work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, All Star hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by All Star or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to All Star; provided, however, that if this Agreement is terminated for any reason prior to expiration of this Agreement and if under such circumstances City uses, or engages the services of and directs another provider to use, the Work Product, City agrees to hold All Star harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of All Star, or anyone for whose acts it is responsible, in preparation of the Work Product. All Star will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project other than that shown in the Work Product.

5. Independent Contractor Status. All Star, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "All Star"), will perform the services in All Star's own way and pursuant to this Agreement as an independent contractor and in pursuit of All Star's independent calling, and not as an employee of City. The persons used by All Star to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the All Star, except as expressly set forth in this Agreement. All Star expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that All Star shall not at any time or in any manner, represent that All Star is in any manner officers, employees, agents or volunteers of the City. All Star shall obtain no rights to retirement, health care or any other benefits that accrue to City officials, officers, or employees. All Star expressly waives any claim to such rights.

The payments made to All Star pursuant to the Agreement will be the full and complete compensation to which All Star is entitled. City will not make any federal or state tax withholdings on behalf of All Star or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of All Star or its employees or subcontractors. All Star agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of All Star or any agent, employee, or contractor of All Star for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to All Star.

6. Successors, Assignment and Delegation. City and All Star each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of All Star are material considerations for this Agreement. All Star shall not assign or transfer any interest in this Agreement or the performance of any of All Star's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of All Star's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, All Star 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, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. All Star 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, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions 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. All Star agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of All Star's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. All Star's services are unique and personal. Except as may be agreed to by the City, All Star will not subcontract any portion of the services without prior written approval of the City Manager or his/her designee. If All Star subcontracts any of the services, All Star will be fully responsible to City for the acts, errors and omissions of All Star's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as All Star is for the acts and omissions of persons directly employed by All Star. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of All Star and City. All Star will be responsible for payment of subcontractors. All Star will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to All Star's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Providers. The City reserves the right to employ other providers in connection with the services.

10. Indemnification. All Star 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 indemnify and save the City from any and all liability and expense including reimbursement of 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 to the extent resulting from or arising out of the negligent, reckless or willful misconduct of All Star, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by All Star pursuant to this Agreement.

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

11. Insurance. Without limiting All Star's indemnification of the City, All Star shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by All Star or All Star's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of All Star to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. All Star will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on All Star's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by All Star pursuant to this Agreement are adequate to protect All Star. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation and errors and omissions insurance. All Star will obtain occurrence coverage. If All Star believes that any required insurance coverage is inadequate, All Star will obtain such additional insurance coverage, as All Star deems adequate, at All Star's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

#4.

11.2 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if All Star has no employees and provides, to City's satisfaction, a declaration stating this.

Endorsements. For Commercial General Liability Insurance, All Star will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of All Star. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, All Star will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. All Star, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the All Star. Upon execution of this Agreement, All Star shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. All Star will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. All Star will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. All Star will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. All Star represents and warrants (i) that All Star has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with All Star's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that All Star will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that All Star has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. All Star will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by All Star, or in any way affect the performance of the services by All Star. All Star will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

16. Termination. In the event of All Star's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying All Star in writing. All Star has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that All Star has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by All Star, whether located at the project site, at All Star's place of business, or at the offices of a subconsultant or subcontractor.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, All Star will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. All Star will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Covenants Against Contingent Fees. All Star warrants that All Star has not employed or retained any company or person, other than a bona fide employee working for All Star, to solicit or secure this Agreement, and that All Star has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

18. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

19. Testimony. All Star will testify at City's request if litigation is brought against City in connection with All Star's services under this agreement. Unless the action is brought by All Star, or is based upon All Star's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with All Star will compensate All Star for time spent in preparation for testimony, testimony, and travel at All Star's standard hourly rates at the time of actual testimony.

20. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

#4.

21. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of All Star each represent and warrant that they have the legal power, right and actual authority to bind All Star to the terms and conditions of this Agreement.

22. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

23. Amendments. This Agreement may be modified or amended only be written document executed by both All Star and City'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 Agreement.

24. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by All Star in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and All Star will not make any of these documents or information available to any individual or organization not employed by All Star or the City without the written consent of the City before any such release.

25. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Provider:	**All Star Interpreting Service** **1925 Vassar Avenue** **Glendale, California 91204** **Attn: Juan Carlos Morales, President & CEO** **(213) 400-9225** **(213) 400-0925 – Direct** **(818) 547-0562 – fax** **customerservice@allstarinterpreting.com**
TO City:	**City Of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Clerk** **(310) 605-5530** **(310) 639-4685 – fax**

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 City Clerk shall also be provided to: City Manager 205 South Willowbrook Avenue, Compton, California 90220.***

27. **Miscellaneous.** No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

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

ALL STAR INTERPRETING SERVICES

Dated: __________________ **By ____________________________________**
Juan Carlos Morales, President & CEO

CITY OF COMPTON

Recommended for Approval:

By _____________________________________ **Dated: ______________**
Alita Godwin, City Clerk

Approved by:

Dated: _______________ **By ____________________________________**
G. Harold Duffey, City Manager

Approved as to form:

By _______________________________ **Dated: ______________**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _______________ **By ___________________________________**
Alita Godwin, City Clerk

#4.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Clerk**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES**

Alita Godwin	**6/24/2014 10:21:36 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/30/2014 12:37:32 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**6/26/2014 9:32:10 AM**
CITY CONTROLLER	DATE
G. Harold Duffey	**6/25/2014 7:37:53 PM**
CITY MANAGER	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.

July 1, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO IMPLEMENT A WORKPLACE ANTI-BULLYING POLICY FOR EMPLOYEES OF THE CITY OF COMPTON.

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to implement a workplace anti-bullying policy for City employees of the City of Compton Civil Service System.

BACKGROUND

Bullying is a behavioral problem often associated with children in grade school, but according to the Workplace Bullying Institute (WBI)[1] more than a quarter of American workers say they have experienced abusive conduct at work. Many states are considering laws that would give workers legal protections against workplace abuse. California made the nation's first attempt at anti-bullying legislation in 2003 with Assembly Bill 1582, however, because no hearing date was ever set the bill ultimately died at the committee phase. Nationwide, there are currently no state laws yet enacted that address workplace abuse.

According to a 2014 national survey report from the WBI, twenty-seven percent (27%) of U.S. workers are either experiencing abusive conduct at work now or did so in the past and twenty-one percent (21%) have witnessed it. Based on the survey, a total of 65.6 million workers have been affected by bullying. The survey results also reflected that employers still fail to fully address repeated mistreatment and abusive conduct by managers as well as rank-and-file workers.

According to the WBI, ninety-three percent (93%) of the American public support specific anti-bullying legislation and desire to see worker protections against abusive conduct extend beyond the anti-discrimination statutes. Despite significant public awareness, the report made clear that employers are currently doing very little voluntarily to address bullying.

[1] WBI is a national organization, founded in June 1997, dedicated to the eradication of workplace bullying that combines help for individuals via its website and consultations, research, books, public education, training for professionals-unions-employers, legislative advocacy, and consulting solutions for organizations.

STATEMENT OF ISSUE

Current discrimination and harassment laws rarely address bullying concerns. Unlike racial or gender discrimination, bullying is hard to define and therefore hard to regulate. The WBI has defined[2] bullying as *"repeated, health-harming mistreatment of one or more persons (the targets) by one or more perpetrators. It is abusive conduct that is: (i) threatening, humiliating, or intimidating; or (ii) work interference (sabotage) which prevents work from getting done; or (iii) verbal abuse."* Common, severe, or even targeted bullying at work usually escapes the reach of state and federal protective employment laws. Unless someone has been bullied because of their membership in a protected class, such as race, sex, disability, age and so forth, or unless they have been some type of whistleblower, that behavior is largely legal.

In response to this issue, many employers have already taken steps or are taking steps to adopt training policies and procedures to address workplace bullying where it occurs. Such policies contractually obligate employers to enforce procedures designed to curb bullying and distinguish it from currently illegal discriminatory misconduct. Specifically, a workplace anti-bullying policy will establish managerial responsibilities as well as ensure rights to manage without abuse. This Resolution will authorize the City Manager to implement a workplace anti-bullying policy into the City's Standard Operating Manual with provisions for both enforcement and accountability for all City employees.

FISCAL IMPACT

There is no fiscal impact to the City of Compton for adopting the attached Resolution.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to implement a new workplace anti-bullying policy for the Civil Service System of the City of Compton.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

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[2] This definition was used in the 2014 WBI U.S. Workplace Bullying Survey.

#5.

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO IMPLEMENT A WORKPLACE ANTI-BULLYING POLICY FOR EMPLOYEES OF THE CITY OF COMPTON.

WHEREAS, it is the desire of the City of Compton to provide a work environment that is free of workplace abuse, including bullying; and

WHEREAS, the Workplace Bullying Institute (WBI), in a recent survey, revealed that more than a quarter of American workers said they have experienced abusive conduct at work; and

WHEREAS, many states are considering laws that would give workers legal protections against workplace abuse; and

WHEREAS, according to a 2014 national survey report from the WBI, twenty-seven percent (27%) of U.S. workers are either experiencing abusive conduct at work now or did so in the past and twenty-one percent (21%) have witnessed it; and

WHEREAS, a total of 65.6 million workers, based on that survey, have been affected by bullying; and

WHEREAS, according to the WBI, ninety-three percent (93%) of the American public support specific anti-bullying legislation and desire to see worker protections against abusive conduct extend beyond the anti-discrimination statutes; and

WHEREAS, current discrimination and harassment laws rarely address bullying concerns; and

WHEREAS, common, severe, or even targeted bullying at work usually escapes the reach of state and federal protective employment laws; and

WHEREAS, many employers have taken proactive steps or are taking steps to adopt training policies and procedures to address workplace bullying where it occurs; and

WHEREAS, the City of Compton is committed to establishing a strict policy prohibiting workplace abuse with provisions designed to curb bullying and distinguish it from currently illegal discriminatory misconduct.

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

Section 1. That the City of Compton is hereby dedicated to the eradication of workplace abuse and committed to the establishment of worker protections against abusive conduct that extends beyond current anti-discrimination and harassment laws.

Section 2. That the City Manager is authorized and instructed to implement a workplace anti-bullying policy into the City's Standard Operating Manual with provisions for both enforcement and accountability for all City employees.

Section 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

#5.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, and the Human Resources Department.

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) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this ___ day of ___________, 2014.

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

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSTAIN: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–

____
CITY CLERK OF THE CITY OF COMPTON

#5.

RESOLUTION SIGN-OFF FORM

DEPARTMENT:	**City Attorney**
RESOLUTION TITLE:	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO IMPLEMENT A WORKPLACE ANTI-BULLYING POLICY FOR EMPLOYEES OF THE CITY OF COMPTON**

Ruth Rugley	**6/23/2014 7:33:13 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/25/2014 1:26:42 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**6/24/2014 3:25:00 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**6/23/2014 7:38:36 PM**
CITY MANAGER	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.

#6.

July 8, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING THE NAME OF THE DOLLARHIDE CENTER TO THE NEW COMPTON COMMUNITY CENTER, CONSISTENT WITH THE FACILITY NAMING POLICY ADOPTED BY THE COUNCIL ON JUNE 10, 2014.

SUMMARY

Adoption of the attached resolution by the City Council will identify the recently opened community center as “The Douglas Dollarhide Community Center.”

BACKGROUND

The Dollarhide Neighborhood Center, located at 1108 N Oleander, was renamed after Douglas Dollarhide, Compton’s first African American mayor, in 1979. When he was elected mayor in 1969, Mr. Dollarhide became the first African-American man to lead a California city, and Compton became the largest city west of the Mississippi to elect an African-American mayor.

The new 30,000 square feet community center, which opened on May 31, 2014, is Compton’s premier venue for events, activities for all age groups, and programming for the entire community. The Mayor, Council, and community have indicated a desire to transfer the Dollarhide name to the new center, providing the continued prominence the Dollarhide name commands and recognizing the importance of the new center to the Compton community.

STATEMENT OF THE ISSUE

Since the grand opening of the new Compton Community Center, the Mayor and Council have received inquiries from concerned citizens regarding the naming of the facility and there has been a clear desire to transfer the Dollarhide name to the new facility. After review, it was determined that the City of Compton did not have a facility naming policy. The Council’s adoption of a facility naming policy on June 10, 2014 allows a framework to which the Mayor, Council, and staff may refer in naming City-owned facilities and land now and in the future.

The naming of the new center as proposed meets the guidelines of the adopted policy with the following relevant guidelines (or portions thereof) noted:

#6.

- Facilities and land may be named in honor of persons who have served the nation, the State of California and/or the City of Compton in an exceptional and distinguished manner and where such actions is warranted by a contribution of service which is deemed to be of major significance.
- Facilities and land will not be named after living persons…
- The naming of facilities and land in honor of decease persons shall not take place until two years after their deaths…
- All names shall be specific so that they are not confused with similarly named individuals…
- Naming, renaming, and removing of names shall be the responsibility of the City Council…

ANALYSIS/ALTERNATIVE

The Council could not take action at this time and the new facility would continue to be referred to and marketed as the Compton Community Center until Council action is taken or directed.

FINANCIAL IMPACT

This action has no minimal impact to the City's General Fund. Any costs relative to incorporation into official maps, plans, and documents, and relative to building signage for the new center would be required regardless of the facility naming decision.

RECOMMENDATION

Staff recommends that the City Council transfer the Dollarhide name to the new community center and designate the facility "The Douglas Dollarhide Community Center."

G. HAROLD DUFFEY
CITY MANAGER

#6.

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING THE NAME OF THE DOLLARHIDE CENTER TO THE NEW COMPTON COMMUNITY CENTER, CONSISTENT WITH THE FACILITY NAMING POLICY ADOPTED BY THE COUNCIL ON JUNE 10, 2014.

WHEREAS, the Dollarhide Neighborhood Center, located at 1108 North Oleander, was renamed after Douglas Dollarhide, Compton's first African American mayor, in 1979; and

WHEREAS, Mr. Dollarhide became the first African-American man to lead a California city when he was elected in 1969, and Compton became the largest city west of the Mississippi to elect an African-American mayor; and

WHEREAS, the Mayor, Council, and community have indicated a desire to transfer the Dollarhide name to the new center, providing the continued prominence the Dollarhide name commands and recognizing the importance of the new center to the Compton community; and

WHEREAS, since the grand opening of the new Compton Community Center, the Mayor and Council have received inquiries from concerned citizens regarding the naming of the facility and there has been a clear desire to transfer the Dollarhide name to the new facility; and

WHEREAS, after review, it was determined that the City of Compton did not have a facility naming policy; and

WHEREAS, the Council's adoption of a facility naming policy on June 10, 2014, allows a framework to which the Mayor, Council, and staff may refer in naming City-owned facilities and land now and in the future; and

WHEREAS, the naming of the new center as proposed meets the guidelines of the policy adopted June 10, 2014.

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

SECTION 1. That the Dollarhide name is hereby transferred to the new Community Center, located at 301 North Tamarind Avenue, Compton, and that the facility shall be named and officially designated as "The Douglas Dollarhide Community Center."

SECTION 2. That the Departments of Public Works and Planning and Economic Development shall incorporate the name in official City maps and plans and the Department of General Services shall order and affix appropriate signing of the facility.

SECTION 3. That a certified copy of this Resolution shall be filed in the offices of Planning and Economic Development, Public Works/Municipal Utilities, General Services, the City Clerk, City Manager, City Attorney and the City Controller.

SECTION 4. 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

#6.

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 the 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

#6.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Human Resources**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING THE NAME OF THE DOLLARHIDE CENTER TO THE NEW COMPTON COMMUNITY CENTER, CONSISTENT WITH THE FACILITY NAMING POLICY ADOPTED BY THE COUNCIL ON JUNE 10, 2014.**

Kelly Montgomery	7/3/2014 12:19:11 PM
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	7/3/2014 2:23:55 PM
CITY ATTORNEY	DATE
Stephen Ajobiewe	7/3/2014 12:23:19 PM
CITY CONTROLLER	DATE
Kelly Montgomery	7/3/2014 12:22:07 PM
CITY MANAGER	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.