

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, September 16, 2014 3:30 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. September 2, 2014

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT AWARD TO THE CITY OF COMPTON IN THE AMOUNT OF \$996,000 FOR THE WILMINGTON AVE. SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT (RECEIVE/FILE)
3. INVESTMENT REPORT FOR JULY 2014 (RECEIVE/FILE)

END CONSENT AGENDA

REGULAR AGENDA

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

4. REMOVAL OF OFFICERS, COUNCIL MEMBERS,
BOARDS/COMMISSIONS AND COMMITTEES

ACCEPT THE RESIGNATION OF Cleo Turner - Planning
Commission

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Bradford v. City of Compton, LASC Case Number TC026769
In re Bradford, JAMS Case No. 1220045967
Glass v. City of Compton, LASC Case Number BC499783
Pursuant to California Government Code Section 54956.9(a)

UNFINISHED BUSINESS

NEW BUSINESS

6. 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
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF
COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR FOR
FISCAL YEAR 2014-2015

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, September 23, 2014 @ 5:45 PM.

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

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

SEPTEMBER 2, 2014

The City Council meeting was called to order at 3:58 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present: **Zurita, Arceneaux, Jones, Brown**
Council Members Absent: **Galvan**

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Michael Turner, Compton resident, questioned whether or not he should be held accountable for paying a street sweeping citation if he parked his car after the street sweeper arrived. He went on to mention an \$85 bill the property owner of his apartment complex received for an inspection that was never conducted by the Compton Fire Department.

Mayor Brown asked the City Attorney to schedule a workshop on the parking citation ticketing and claims process.

Robert Ray, Compton resident, spoke in opposition to City Manager Duffey's proposed directive to take away guns from code enforcement officers due to the nature of their work and the people they encounter. He acknowledged his concerns for code enforcement's liability insurance rates but contended that the costs are justified. He inquired about any upcoming earthquake emergency preparedness drills in the City and further requested a comprehensive report on identifiable evacuation centers in the City of Compton.

Sharon Johnson, manager of the Compton Library, recognized the Los Angeles County Board of Supervisors for authorizing the new hours of the Compton library: Tuesday through Thursday, 10 a.m. to 8 p.m.; Friday 10 a.m. to 6 p.m. and Saturday 10 a.m. to 5 p.m. The library will be closed Sundays and Mondays.

Lorraine Cervantes, Compton resident, thanked the Mayor and City Council for attending her 73rd birthday celebration at the Compton VFW Post 5394. She also petitioned the City Council to establish a policy that prohibits the First District representative from utilizing City Manager office staff to harass Victory Outreach personnel.

Christian Renaga, Compton resident, encouraged the City Council to come together as one City, under God to move the City forward.

Patricia Simpson, Compton resident, inquired about why the City Manager's Office is hiring upper management staff from outside agencies. She also questioned why the City Manager is taking away code enforcement's guns. She commented that the new director of code enforcement is unskilled and lacks the communication skills needed to lead the department. She also asked that City Attorney Cornwell address whether or not liability insurance has ever been an issue when paying for code enforcement activities and operations.

Joyce Kelly, Compton resident, questioned the thought process and proposals to take away guns from code enforcement officers and place AR-15s firearms within Compton Unified School District facilities. She also advised Mayor Brown to be careful when making promises to gang members. She went on to ask if the \$1M the City is paying to the Metropolitan Water District will leave a \$1M balance.

Lynn Boone, Compton resident, made reference to Item No. 8 and Sections 1402, 1600 and 1601 of the Compton City Charter. She affirmed that Sections 1402 and 1600 of the City Charter indicate that a levy of the municipal tax can only occur by a vote of the citizens and that Section 1601 indicates that the City Council can only vote to terminate the employees' retirement system.

#1.

Ms. Boone went on to reference Item No. 6 on the agenda citing that gas tax funds can only be used for the repair and maintenance of the City's streets. She further asserted that allegations regarding the election process will uncover 2,500 ballot discrepancies from the 2013 April election. She encouraged citizens to file their complaints against the City with the Sheriffs' Department so that District Attorney Jackie Lacey can address the matter.

Mayor Brown clarified that no election fraud has been concluded or determined during the 2013 April election.

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, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

APPROVAL OF MINUTES

1. June 19, 2014 - Special (**Approved**)
June 24, 2014 (**Approved**)
June 30, 2014 - Special (**Approved**)
July 1, 2014 (**Approved**)
July 8, 2014 (**Approved**)
July 15, 2014 (**Approved**)
July 22, 2014 (**Approved**)

CITY CONTROLLER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR FISCAL YEAR 2014-2015 (**Resolution # 24,002**)

CITY TREASURER

3. INVESTMENT REPORT - June 2014 (**Received/Filed**)

END CONSENT AGENDA

REGULAR AGENDA

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

4. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

ACCEPT THE RESIGNATION OF Tamara Moore - Block Club Commission

Mayor Brown requested a list of commission and committee vacancies be brought back for consideration during the last City Council meeting in September 2014.

On motion by Zurita, seconded by Jones, the resignation of Tamara Moore was accepted by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

CITY ATTORNEY'S REPORTS**CLOSED SESSION**

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Western States Petroleum Assoc. v. City of Compton, BC552272
Pursuant to California Government code Section 54956.9(a)

On motion by Arceneaux, seconded by Jones, closed session was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

CITY MANAGER'S REPORTS

City Manager Duffey announced that he would be coming back with a report regarding a \$996,000 grant the City received for the Wilmington Avenue Safe Street Pedestrian and Bicycle Improvement program.

Councilperson Zurita questioned why evidence of this grant was not posted to the agenda as an action item.

City Manager Duffey remarked that the item would be brought back as a receive and file item because 1) staff did not prepare a report and 2) staff missed the deadline to submit items to the agenda.

Councilperson Zurita articulated concerns for the agenda process and requested the person responsible for the agenda process.

City Manager Duffey answered that although he controls the process alongside the City Attorney and City Clerk they need to discuss and agree upon a timeline.

City Clerk Godwin explained that the timeline is set for two weeks prior the meeting and it is City Manager's fault the item did not make the agenda. Ms. Godwin clarified that the two week timeline was set by Mr. Duffey.

City Clerk Godwin further stated that she would not be disrespected by Mr. Duffey or any his colleagues so therefore the agenda will improve when the agenda becomes a priority for him.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO
CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF
OFFICE SUPPLIES AND SERVICES FOR FISCAL YEAR 2014-2015

On motion by Zurita, seconded by Jones, **Resolution # 24,003** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF OFFICE SUPPLIES AND SERVICES FOR FISCAL YEAR 2014-2015**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

#1.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT \$56,642 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS/MUNICIPAL UTILITIES BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2011-2012

On motion by Arceneaux, seconded by Zurita, **Resolution # 24,004** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT \$56,642 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS/MUNICIPAL UTILITIES BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2011-2012**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2014-2015

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

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

Mayor Brown requested a brief explanation of this item.

City Manager Duffey explained that this item pertains to the City's annual revenue and tax levy assessments currently scheduled at .045 percent to ensure employees receive full medical and retirement benefits.

Councilperson Zurita asked the City Attorney to address the speaker's comments regarding this action.

City Attorney Cornwell remarked that because this rate is under the approved .050 percent, the City Council can continue setting the rate by ordinance.

Councilperson Zurita asked if this ordinance would reduce the rate. City Manager Duffey indicated that this action would continue last year's rate of .045 percent.

Councilperson Jones asked the City Attorney to address whether or not the City Council can reduce the current rate and if it is generating more revenue than needed to meet the financial obligations of the City.

City Controller Ajobiewe answered that the amount collected is more than what is needed to meet the financial obligations of the City

Councilperson Jones asked if there were opportunities to lower the rate.

Discussions continued regarding opportunities to lower or approve the current rate as it applies to Assembly Bill 1450 (AB1450) and the potential for a \$20M fund balance in the retirement fund if the rate is not lowered.

It was motioned to reduce the rate to the level applicable to meeting the City's obligations for paying into the retirement fund by Jones, seconded by Zurita.

Mayor Brown requested a comprehensive report and analysis on this issue before voting to reduce the tax rate to ensure that there is no deficit in the retirement fund in the following years.

Mayor Brown also requested a report from the City Controller regarding the retirement fund balance, its current obligations, and the timeframe for upcoming obligations specific to the Compton Police Department pension payoff and the rate to break even for tax-payers.

Councilperson Zurita articulated her support for reducing the municipal tax rate.

Mayor Brown recommended staff return after closed session with a written report and presentation analysis in consideration of lowering the tax rate.

DISCUSSION AFTER CLOSED SESSION

City Manager Duffey offered a PowerPoint presentation on the current municipal tax rate and the impact on the City's fund balance if AB1450 is approved; as well as the potential deficit to occur in seven years if no action is taken to readjust the rate if AB1450 is rejected.

Councilperson Zurita requested the deadline to approving this item and consideration of AB1450.

City Controller Ajobiewe replied that the deadline for this ordinance has passed however the City was allowed a grace period. Furthermore, Governor Brown has 30 days to sign or reject the Bill.

AMENDED MOTION

It was motioned by Mayor Brown, to reconsider the item if the Governor approves new legislation, and if not then a program will be brought back to the City Council for review which will include a rebate for this year and also a reduced rate moving forward with the appropriate projections included for the current retirement obligations for the following fiscal year.

Discussions continued regarding the feasibility of lowering the municipal tax rate a percentage for the retirement fund and transferring the remaining reassessed amount to a street maintenance program.

City Manager Duffey explained that a reduction in the tax rate for the retirement fund will result in an overall reduction in the tax rate for the entire year.

Mayor Brown withdrew her motion and cited concerns and requests for written projections to review before voting to amend the tax rate.

Councilperson Jones recommended the City Council approve the agenda item as is and then implement the Mayor's recommendations next year.

Councilperson Jones withdrew his previous motion.

Mayor Brown asked the City Controller to include the City's retirement fund obligations in next year's budget process; in addition to projections for a levy of the tax rate in terms of bonding capacity for street improvements during the second week in October 2014.

#1.

On motion by Arceneaux, seconded by Zurita, **Ordinance #2,253** entitled "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2014-2015**" was approved, by the following vote on roll call:

AYES: Council Members - Arceneaux, Jones, Brown

NOES: Council Members - Zurita

ABSENT: Council Members - Galvan

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA FOR PURCHASING WATER FOR THE 2014-15 FISCAL YEAR

Councilperson Zurita questioned whether or not California's drought had an effect on the City of Compton's price for the lease.

Chad Blais, Deputy Director of Public Works and Municipal Utilities, remarked that the issue concerns supply and demand which keeps the value of the lease down.

On motion by Arceneaux, seconded by Jones, **Resolution # 24,005** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA FOR PURCHASING WATER FOR THE 2014-15 FISCAL YEAR**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR \$2,000,000 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2014-15 FISCAL YEAR

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,006** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR \$2,000,000 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2014-15 FISCAL YEAR**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO QUANTUM CONSULTING, INC. FOR THE PREPARATION OF PLANS AND SPECIFICATION FOR DESIGN OF WATERMAIN REPLACEMENT FOR THE ORIS/WINONA ALLEY PROJECT CIP# 14-180)

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,007** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO QUANTUM CONSULTING, INC. FOR THE PREPARATION OF PLANS AND SPECIFICATION FOR DESIGN OF WATERMAIN REPLACEMENT FOR THE ORIS/WINONA ALLEY PROJECT CIP# 14-180**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF EQUARIUS WATERWORKS FOR \$59,718.38 TO FURNISH AND DELIVER LEAD-FREE MULTI-JET OR POSITIVE DISPLACEMENT WATER METERS FOR FISCAL YEAR 2014-15

On motion by Arceneaux, seconded by Jones, **Resolution # 24,008** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF EQUARIUS WATERWORKS FOR \$59,718.38 TO FURNISH AND DELIVER LEAD-FREE MULTI-JET OR POSITIVE DISPLACEMENT WATER METERS FOR FISCAL YEAR 2014-15**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2014-2015 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO AMERICAN ASPHALT SOUTH FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01).

It was moved by Zurita, seconded by Arceneaux, for discussion.

Mayor Brown requested the development and administration of the City's local hiring policy adopted in 2013, in addition to ensuring training programs are in place for local residents as it pertains to this project.

Mayor Brown also asked if the City would hire a compliance officer.

City Manager Duffey remarked that he could mandate the construction manager hired for this project to act in that capacity.

Councilperson Zurita requested regularly scheduled reports to the City Council to ensure the policy is being implemented.

Mike Kashiwagi, Contract staff, presented an overview and status report on the City's 2014 Street Construction and Resurfacing Projects. The 2014 Street Resurfacing Project will provide pavement rehabilitation to approximately 11 miles of roadways throughout the City of Compton. The proposed improvements include slurry seals and cape seals on streets identified through the recent update of the City's Pavement Management Program completed by Bucknam Infrastructure Group.

In addition to cape and slurry seals, the 2014 Street Resurfacing Project includes removing and replacing isolated pavement failure areas, cracked sealing, removing and replacing damaged curbs, gutters and sidewalks, and installation of new handicap ramps.

The 2014 Street Resurfacing Project was advertised for bid on July 9, 2014. Bids were received and opened on July 30, 2014. Due to proposed underground utility improvements planned by the City of Compton, four street segments were removed from the original bid documents per contract addendum issued on July 24, 2014. Four bids were received as follows:

#1.

Contractor Proposed Bid Amounts

American Asphalt South \$1,772,848.23
All American Asphalt \$2,019,000.00
Copp Contracting Inc. \$1,921,804.46
Excel Paving Company \$2,789,810.50

Based upon bids received and review of submitted bid documents, it was determined that American Asphalt South submitted the lowest responsive bid. Accordingly, staff recommends City Council award the construction contract to American Asphalt South in the amount of \$1,772,848.23.

Councilperson Zurita proposed the establishment of a City newsletter to announce the recent improvements and projects taking place in the City.

Mayor Brown mentioned the probable return of the Compton Herald September 15, 2014; and asked that the City Manager provide a report on the marketing campaign and timeline for these projects.

Councilperson Arceneaux expressed concerns for the rehabilitation and slurry seal of Myrrh Street and the rehabilitation of Central Avenue.

Mr. Kashiwagi indicated that major projects like Myrrh Street will go out to bid by the end of the month with construction to begin in January 2015. Mr. Kashiwagi also noted that design for Central Avenue will begin once the City identifies funding for the project.

City Manager Duffey maintained that monies have been identified and that staff would be back before the City Council with a proposal to award a contract for the design of Central Avenue within the next six weeks.

On motion by Zurita, seconded by Jones, **Resolution # 24,009** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2014-2015 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO AMERICAN ASPHALT SOUTH FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01)**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF APA ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,010** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF APA ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

APPROVAL OF WARRANTS

15. Warrant: #222638 - 07/24/14 - 1st PMF Bancorp - Basic Life Support - \$69,402.30 -
Requested by: Fire Department

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

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Thanked all participants, dedicated lifeguards and staff, Compton Fire and Consuelo Evans for their contributions to the success of the Autism Awareness Swim Adventure Classes during the month of August.
- Autism Awareness Support Group meetings will be held Friday, September 19, 2014 at the Dollarhide Neighborhood Center from 6 p.m. to 7 p.m. For more information, contact Kiera Jo at (310) 605-5510.
- Accompanied her colleagues to the grand opening ceremony for the Martin Luther King Jr. Mental Health Clinic scheduled to be open in twelve months.
- Recommended the repair and maintenance of the wheelchair ramp in front of City Hall.
- Third Annual Compton Walk for a Cure will be held Saturday, October 11, 2014. Registration is at 7:30 a.m. The walk will begin at 8:30 a.m. on the corner of Greenleaf and Wilmington Boulevard.
- First District Townhall meeting will be held Wednesday, September 17, 2014 at Gonzales Park from 6 p.m. to 7 p.m.
- Expressed a need for a community newsletter to ensure the community is abreast of positive events occurring in the City of Compton.

Meeting adjournments

Mr. Lee

Councilperson Arceneaux offered the following communications/announcements:

- Congratulated Charles Jackson on his 80th birthday.

Meeting adjournments

Leonard Kimper

Dr. Fred Kennedy

Prayer Requests

James Miller

Councilperson Jones offered the following communications/announcements:

- Enlightened the community on the significance of Labor Day.
- Congratulated Centennial High School principal Jesse Johnson on the inclusion of Lakers Head Coach Byron Scott into his Men's Mentorship program.

Mayor Brown offered the following communications/announcements:

- Graduated the City's first Compton Empowered Scholars summer program participants.
- Congratulated the 2014-2015 Miss Compton Court pageant winners: Jatiara Fuller, Andrea Luna, and Adrian Allen.
- Attended the Greater Zion Summer Jam at Mills Park in the city of Carson.
- Monthly Prayer for Peace event will be held Monday, September 22, 2014 in front of the Martin Luther King Jr. monument.
- Get Compton Working Week will be held September 22-27, 2014 in partnership with EDD, Compton Worksource Center and SEIU 721. For more information contact the Mayor's Office at (310) 605-5597. Resume training and expungement workshops will also be held.
- Celebrity Baseball Game will be held Sunday, September 21, 2014 from 12 p.m. to 5 p.m. at the Major League Baseball Urban Youth Academy.
- Compton's Youth Ambassador's program will begin in Fall 2014. Applications will be available September 3, 2014 at www.comptoncity.org. For more information call (310) 605-5597.
- Acknowledged the men and community members that are committed to making Compton a safer place to live.

Resident Concerns

Maintenance of the Alameda Corridor
A fixed graffiti removal schedule

Meeting adjournments

Lula Mae Iverson

MEETING RECESSED TO CLOSED SESSION

The City Council meeting was recessed to closed session at 6:43 p.m. and reconvened at 8:13 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that council met in closed session with all members present except Galvan to discuss issues related to conference with legal counsel - existing litigation Western States Petroleum Association vs. City of Compton, BC552272. No reportable action was taken.

ADJOURNMENT

On motion by Arceneaux, seconded by Zurita, the meeting was adjourned at 8:55 p.m. in memory of **Mr. Lee, Leonard Kimper, Fred Kennedy and Lula-Mae Iverson**, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

City Clerk of the City of Compton

Mayor of the City of Compton

September 16, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

**SUBJECT: ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT AWARD
TO THE CITY OF COMPTON IN THE AMOUNT OF \$996,000 FOR
THE WILMINGTON AVE. SAFE STREETS PEDESTRIAN/BICYCLE
IMPROVEMENT PROJECT**

SUMMARY

This report is for information only. This report provides information to the City Council regarding recent actions taken by the California Transportation Commission awarding the City of Compton an ATP Grant in the amount of \$996,000 for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project.

BACKGROUND

The State's new Active Transportation Program (ATP) was established by the passage of SB 99 and AB 101 in 2013. The program provides funding for projects that encourage the increased use of active transportation modes including bicycling and walking. It consolidates state and federal funding that was traditionally programmed through separate programs; such as Safe Routes to School (SRTS, SR2S) Transportation Alternatives (TA), Highway Safety Improvement Program (HSIP), and State Highway Account Funds. Funds for eligible active-transportation projects are programmed through a single bi-annual competitive funding cycle. The first ATP cycle took place in May 2014.

Program Goals

Projects that are eligible to receive ATP funding must meet at least one of the following program goals:

- Increased the percentage of trips accomplished by walking or bicycling
- Increase the safety and mobility of non-motorized users
- Advance the active transportation efforts of regional agencies to achieve GHG reduction goals
- Improve public health, including reduction of childhood obesity through the use of projects that are eligible for, but are not limited to Safe Routes to School funding

- Ensure that disadvantaged communities share in the program benefits
- Provide a wide spectrum of projects that benefit many types of active transportation users

Application Submittal - **Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements**

In May of 2014, the City, with the assistance of Evan Brooks Associates, submitted an application to the State for the Cycle 1 funding of the ATP. The City proposed a project that would accomplish the City's goal of providing and improving pedestrian and bicycle safety, connectivity and mobility throughout Compton. Specifically, the project addressed safety issues along Wilmington Avenue to ensure safe access to and from schools and public parks and provide incentives to walk and bike within the community as well as provide pedestrian and bicycle linkages through the installation of pedestrian crossing, intersection improvements, sidewalks and bike lanes.

The need for this project came from concerned citizens and officials from the community and the Compton Unified School District regarding the safe crossings of students at these intersections, improvements to accessing the Compton Creek Bike Path and bike safety along Wilmington Avenue. Students from Willowbrook and Davis Middle Schools, Harriet Tubman High School, Cesar Chavez Continuation School and Washington Elementary School directly access the Wilmington Avenue corridor and a majority of the student walk or bike along this route.

The *Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements* is a pedestrian and bicycle safety improvement project aimed to improve pedestrian and bicycle safety for the communities adjacent to the Wilmington Avenue transportation corridor by developing safer pedestrian crossings and intersection as well as installing bicycle lanes to improve bicycle visibility and safety and, thereby, reducing collisions. Proposed pedestrian and bicycle safety improvements include the following:

- El Segundo Boulevard at Wilmington Ave – Installation of wider and colored crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting.
- 131st Street at Wilmington Ave - Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting.
- 133rd Street at Wilmington Ave – Installation of wider sidewalks, pedestrian actuated traffic warning system, Rectangular Rapid Fire Beacon (RRFB) LED warning light and sign, and embedded LED flashing beacon.
- Wilmington Avenue between 137th and 139th Streets – Installation of sidewalks along the western side of Wilmington Street.

- Stockwell Street at Wilmington Ave - Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting.
- 139th Street at Wilmington Ave - Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting.
- Wilmington Avenue from El Segundo Bl and Rosecrans Ave – installation of Class II bike lanes with advisory signage and installation of four solar powered speed feedback signage for speed control and attainment.
- Rosecrans Avenue from Wilmington Avenue and Compton Creek – installation of Class II bike lanes with wayfinding signage to connect the Wilmington Avenue Class II and El Segundo Boulevard Class II bike lanes with the Class I Compton Creek Bike Path.

This project will enhance and encourage active transportation (bicycles and walking) travel and provide improved pedestrian and bicycle safety, improved bicycle and pedestrian circulation and connectivity, provide incentives to walking and biking (installation of pedestrian lighting and bike lanes and connecting sidewalks) and reduced motorist/pedestrian and bicyclist collisions.

STATEMENT OF ISSUE

The City recently received notification that the Project was recommended for funding. On August 20th, the CTC will approve staff's recommendation to fund this project. In fact, this project was highlighted by the State as a project that will 'provide significant benefits throughout the State. Compton's Wilmington Avenue Safe Streets Project was only one of 9 projects in the State that was approved with this high distinction.

There were 771 projects submitted to the State for this grant funding requests. Compton's Wilmington Avenue Safe Streets Project was 1 of only 124 other projects granted for funding through this ATP Grant Process. With this approval, the City will be granted \$996,000 to improve Wilmington Avenue between Rosecrans Avenue and El Segundo Boulevard. Portions of the funding will also provide funding to improve the Compton Creek Bike Access at Rosecrans Avenue. Most of the funding will go toward pedestrian crossing improvements, sidewalk gap closures and roadway improvements to provide safe travels through this community.

FISCAL IMPACT

This grant does not require a local match from the City and therefore, will not have an impact on the City's General fund.

#2.

2014 Active Transportation Program

September 16, 2014

Page 4 of 4

RECOMMENDATION

The Public Works/Municipal Utilities Department is requesting that the City Council receive and file this status report.

**GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

GHD:GK:RC

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT AWARD TO THE CITY OF COMPTON IN THE AMOUNT OF \$996,000 FOR THE WILMINGTON AVE. SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT (RECEIVE/FILE)

Johnny Ford
DEPARTMENT MANAGER’S SIGNATURE

9/4/2014 5:52:51 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/11/2014 2:01:43 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/10/2014 9:05:03 AM
DATE

Johnny Ford
CITY MANAGER

9/8/2014 11:57:29 AM
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.

DATE: SEPTEMBER 16, 2014
TO: MAYOR AND COUNCIL MEMBERS
FROM: CITY TREASURER
SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCCESSOR AGENCY AS OF JULY 31, 2014.


DOUGLAS SANDERS
CITY TREASURER



CITY OF COMPTON **Portfolio Management** **Portfolio Summary** **July 31, 2014**

City of Compton
 205 S. Willowbrook Ave.
 Compton, CA 90220
 (310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	706,243.47	706,243.47	706,243.47	2.28	1	1	0.136	0.138
Local Agency Investment Funds	30,180,290.88	30,180,290.88	30,180,290.88	97.32	1	1	0.645	0.654
Managed Pool & Money Market Account	124,149.45	124,149.45	124,149.45	0.40	1	1	0.197	0.200
Investments	31,010,683.80	31,010,683.80	31,010,683.80	100.00%	1	1	0.632	0.641

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	16,737.97	16,737.97
Average Daily Balance	30,326,700.58	30,326,700.58
Effective Rate of Return	0.65%	0.65%

This report reflects all pooled investments in conformity with the investment policy adopted by the City Council (Gov Code 53646(b) (3)). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation of why sufficient cash funds may or may not be available. The investment program SHOULD provide sufficient cash to meet six months of estimated expenditures; there should be sufficient cash available. In July 2014, the City completed another TRANS transaction of approximately \$12.5 million, the balance due in June 2015. As of July 31, 2014, the City had an estimated total in the General City Bank account plus LAIF accounts of \$12 million. At the time of this report, approximately \$2.4 million in outstanding warrants is due to be paid to vendors. The City did receive its December, January, April and May 2013/2014 property tax distributions, where the lion's share went towards payment of the TRANS. Our PERS balance as of this report is approximately \$13.7 million. Interest rates continue to be very low due to the Fed Fund rate below 1/4 of 1% or .25%. The City anticipates several Bond payments in August and September 2014. Our City over the last 2 years has continued in meeting its obligations to the vendors on payments. Credit for the success of our City is due to Management and The City Controller's Office as well as The Treasurer's Office.

The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 07/31/14
 3 month T-Bill @ 0.0200%
 6 month T-Bill @ 0.0450%
 1 year T-Bill @ 0.1120%

DOUGLAS SANDERS, CITY TREASURER

[Signature]
 8/26/14

Reporting period 07/01/2014-07/31/2014

Run Date: 08/26/2014 - 17:38

Portfolio COMP
 AC
 PM (PPR MM) 7.3.0
 Rt 7.33b

#

#3

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
July 31, 2014

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Started Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts - 2												
5007	5007	Family Self Sufficiency			400,905.79	400,905.79	400,905.79	0.080	0.089	0.090	1	
4000	4000	Neighborhood Improvement			305,337.68	305,337.68	305,337.68	0.200	0.197	0.200	1	
	Subtotal and Average		706,163.63		706,243.47	706,243.47	706,243.47	0.136	0.138		1	
Local Agency Investment Funds												
6000	6000	General City			7,861,052.03	7,861,052.03	7,861,052.03	0.230	0.227	0.230	1	
6011	6011	SA Low Cost Housing			177,250.41	177,250.41	177,250.41	0.230	0.227	0.230	1	
6029	6029	Measure R			2,607,817.53	2,607,817.53	2,607,817.53	0.230	0.227	0.230	1	
6019	6019	EDA Revolving Loan			436,289.06	436,289.06	436,289.06	0.230	0.227	0.230	1	
6002	6002	Prop C			4,688,785.92	4,688,785.92	4,688,785.92	0.230	0.227	0.230	1	
6030	6030	PROP A			816,630.91	816,630.91	816,630.91	0.230	0.227	0.230	1	
6027	6027	River Mountain Conservancy			11,752.91	11,752.91	11,752.91	0.230	0.227	0.230	1	
6007	6007	Successor Agency General			10,558.00	10,558.00	10,558.00	0.230	0.227	0.230	1	
6003	6003	Sewer Bond Proceeds			828,293.95	828,293.95	828,293.95	0.230	0.227	0.230	1	
6022	6022	Regional Park			2,739,799.26	2,739,799.26	2,739,799.26	0.230	0.227	0.230	1	
2100	6021	Retirement Fund			10,002,060.90	10,002,060.90	10,002,060.90	1.510	1.489	1.510	1	
	Subtotal and Average		29,496,407.83		30,180,290.88	30,180,290.88	30,180,290.88	0.645	0.654		1	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,616.65	123,616.65	123,616.65	0.200	0.197	0.200	1	
5005	5005	Rental Rehab Prg Money Market			202.91	202.91	202.91	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			329.89	329.89	329.89	0.040	0.039	0.040	1	
	Subtotal and Average		124,129.12		124,149.45	124,149.45	124,149.45	0.197	0.199		1	
	Total and Average		30,326,700.58		31,010,683.80	31,010,683.80	31,010,683.80	0.632	0.641		1	

Run Date: 08/26/2014 - 12:58

Portfolio COMP
AC
PM (P= PM2) 7.3.0

Report Ver. 7.3.3b

CITY OF COMPTON
Portfolio Management
Interest Earnings Summary
July 31, 2014

		July 31 Month Ending	Fiscal Year To Date	
CD/Coupon/Discount Investments:				
Interest Collected		0.00	0.00	
Plus Accrued Interest at End of Period		0.00	0.00	
Less Accrued Interest at Beginning of Period	(	0.00)	(	0.00)
Less Accrued Interest at Purchase During Period	(	0.00)	(	0.00)
Interest Earned during Period		0.00		0.00
Adjusted by Premiums and Discounts		0.00		0.00
Adjusted by Capital Gains or Losses		0.00		0.00
Earnings during Periods		0.00		0.00
Pass Through Securities:				
Interest Collected		0.00		0.00
Plus Accrued Interest at End of Period		0.00		0.00
Less Accrued Interest at Beginning of Period	(	0.00)	(	0.00)
Less Accrued Interest at Purchase During Period	(	0.00)	(	0.00)
Interest Earned during Period		0.00		0.00
Adjusted by Premiums and Discounts		0.00		0.00
Adjusted by Capital Gains or Losses		0.00		0.00
Earnings during Periods		0.00		0.00
Cash/Checking Accounts:				
Interest Collected		11,558.83		11,558.83
Plus Accrued Interest at End of Period		-6,990.21		-6,990.21
Less Accrued Interest at Beginning of Period	(	-12,169.35)	(	-12,169.35)
Interest Earned during Period		16,737.97		16,737.97
Total Interest Earned during Period		16,737.97		16,737.97
Total Adjustments from Premiums and Discounts		0.00		0.00
Total Capital Gains or Losses		0.00		0.00
Total Earnings during Period		16,737.97		16,737.97

#3

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JULY 31, 2014**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	388,451.49
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	4,066,476.88
1520	MEASURE R	BANK OF THE WEST	410,827.74
2000	PROP A	BANK OF THE WEST	619,406.01
4000	SA GENERAL	BANK OF THE WEST	1,444,493.09
2100	PERS	BANK OF THE WEST	3,729,879.28
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	400,905.79
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	0.10
2805	HOME LOAN PROGRAM	BANK OF THE WEST	149,786.09
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,320,568.58
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	3,184.06
5116	SEWER BONDS PROCEEDS	BANK OF THE WEST	8,328.40
6400	LIABILITY	BANK OF THE WEST	51,193.37
1001	COC - CHANGE FUND	BANK OF THE WEST	296.00

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JULY 31, 2014

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1900	PROP C	BANK OF THE WEST	543,683.83
6300	WORKERS COMP	BANK OF THE WEST	95,759.46
2820	HOUSING AUTHORITY	BANK OF THE WEST	475,713.45
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	57,357.66
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	4,007.96
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	57,999.84
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	535,366.94

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Treasurer
RESOLUTION TITLE: City Treasurer's Investment Report for July 2014 (RECEIVE/FILE)

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

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

August 1, 2014

City of Compton

City of Compton
Block Club Commission
Compton, CA 90221

Tamara Moore
505 South Mayo Avenue
Compton, CA 90221



It is with regret that I must resign my position as Block Club Commissioner, District 4. At this time, I have both personal and professional commitments that conflict with the meeting schedule. It has been my pleasure to meet and congregate with this wonderful group of people willing to uplift their community.

In the short time of my appointment, I have appreciated the opportunity to listen and observe the actions of the Block Club Commission and its purpose to serve the community. As a resident, I will continue to uphold the standards learned in the Block Club Commission.

Thank You

Cc: Dr. Willie O. Jones, Councilman District 4
Alita Goodwin, City Clerk
Block Club Commission

September 16, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: JON THOMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

**SUBJECT: 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**

SUMMARY

This resolution authorizes a purchase order with the City of Downey for Fire and Emergency Medical dispatching services as per the current contract.

BACKGROUND

The cities of Compton, Downey, Santa Fe Springs and Vernon Fire Departments currently utilize fire communications services from the Joint Powers Communications Center (JPCC), located at Downey Fire Headquarters. By sharing the JPCC with neighboring fire departments, it has allowed effective emergency radio and dispatching services at reduced costs.

STATEMENT OF ISSUE

On June 8, 2011, Resolution No. 23,332 was adopted by Council approving an agreement to continue as a member of the JPCC. This request is to pay for the cost of service for Fiscal Year 2014/15. The Fire Department has experienced an increase in call volume and anticipates total cost for the 2014-15 billing period for said services to be approximately \$605,000.00.

FISCAL IMPACT

There is no further impact to the 2014/15 fiscal year budget. Sufficient funds have been budgeted in Account No. 1001 690 000 4269 of the Fire Department's budget.

#6.

**Staff Report – Resolution Authorizing
Purchase Order to City of Downey
Fire and Emergency Medical Dispatching Services
September 16, 2014, page 2**

RECOMMENDATION

It is the recommendation of staff that the City Council adopt the attached resolution.

**JON THOMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

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

WHEREAS, the City of Compton is a member of the Joint Powers of Authority (JPA) for the Joint Powers Communications Center (JPCC) with three other cities (Downey, Santa Fe Springs, Vernon) for fire and emergency medical dispatching; and

WHEREAS, the aforesaid dispatching services are provided by the Downey Communications Center; and

WHEREAS, each member of the JPA share in the cost of providing this service; and

WHEREAS, Resolution No. 23,332, adopted by Council on June 8, 2011, approved an agreement which authorizes this payment for said services; and

WHEREAS, funds for this payment have been allocated in the Fire Department's 2014/15 Fiscal Year budget.

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

Section 1. That the City Manager is authorized to issue a purchase order to the City of Downey in an amount not to exceed \$605,000 for dispatching services.

Section 2. The funds for said services shall come from the following account of the Fire Department's 2014/15 fiscal year budget:

<u>Account</u>	<u>Amount</u>
10016900004269	\$605,000

Section 3. That a certified copy of this Resolution shall remain on file in the offices of the City Manager, City Clerk, City Controller and the Fire Department.

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

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

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

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

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

AYES: Council Members-
NOES: Council Members-
ABSTAINS: Council Members-
ABSENT: Council Members-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

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

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

8/5/2014 10:51:35 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/11/2014 2:01:13 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/4/2014 2:02:54 PM
DATE

Kelly Montgomery
CITY MANAGER

9/4/2014 1:07:21 PM
DATE

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

September 16, 2014

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: GEORGE PENN, DIRECTOR
PARKS AND RECREATION DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF
COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR
FOR FISCAL YEAR 2014-2015**

SUMMARY

This resolution will authorize the City Manager to enter into a contract with Willie Forge to operate the Compton Par 3 Golf Course and lease the Pro Shop and Snack Bar for Fiscal Year 2014-2015.

BACKGROUND

The City owns and operates, for public recreational purposes, the Compton Par 3 Golf Course, Snack Bar and Pro Shop, located at 6400 East Compton Boulevard, City of Compton.

In order to promote public use and enjoyment of said facility and to provide management of said facility, instruction in the game of golf, and in making available to the general public professional advice and consultation regarding the purchase and acquisition of golfing equipment and supplies, the City has, over the years, contracted with an experienced operator to provide these services.

STATEMENT OF ISSUE

The Parks and Recreation Department is responsible for the supervision, maintenance and operation of the Compton Par 3 Golf Course, Snack Bar and Pro Shop. Operation of a golf course requires expertise and experience which the staff does not possess. Thus, the City employs an operator who is capable of managing the facility full-time, in addition to providing professional advice and instruction in the game of golf.

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

#7.

Staff Report – Resolution Authorizing Services/Lease
Agreement – Compton Par 3 Golf Course (Willie Forge)
September 16, 2014, page 2

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

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

ALTERNATIVE

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

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends that adoption of the attached resolution.

**GEORGE PENN, DIRECTOR
PARKS AND RECREATION DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF
COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR FOR
FISCAL YEAR 2014-2015**

WHEREAS, the Parks and Recreation Department is responsible for the supervision, maintenance and operation of the Compton Par 3 Golf Course, Snack Bar and Pro Shop, located at 6400 East Compton Boulevard; and

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

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

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

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

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

Section 1. That the City Manager is authorized to enter into an agreement with Willie Forge (the "Operator") to operate the Compton Par 3 Golf Course for Fiscal Year 2014-2015.

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

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

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

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

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

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

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

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

RECITALS:

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

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

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

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2014, the City Council authorized the City Manager to enter into a contract with the **OPERATOR** to manage the facility, provide instruction on the game and otherwise provide advice and consultation to the public, in addition to lease and operate the Pro Shop and Snack Bar.

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

1. Term of Services Agreement and Lease: The term of this Services Agreement and Lease shall extend from July 1, 2014 until June 30, 2015.

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

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

#7.

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

3. **Scope of Services of OPERATOR:**

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

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

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

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

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

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

In the event of termination, the **OPERATOR** shall be entitled to compensation for the reasonable value of services performed to the effective date of termination; provided, however, that the **CITY** may condition payment of such compensation upon the **OPERATOR's** delivery to the **CITY** of any and all **CITY** property, documents, reports, records, and materials associated with the performance of this Agreement.

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

OPERATOR agrees to pay a rental fee of **\$200.00 per month** for use of the Snack Bar and the Pro Shop. These rental fees shall be due and payable at the beginning of each month the Agreement is in force and shall be deducted from compensation payable to the **OPERATOR** as specified in **Section 4 above**.

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

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

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

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

9. Insurance: Without limiting the **OPERATOR's** indemnification of the **CITY**, **OPERATOR** shall provide and maintain, at its own expense, and require all of its subcontractors to maintain, during the term of this Agreement and furnish proof thereof to the **CITY**, certificates of insurance, along with endorsements, covering its operations as

#7.

applicable hereunder in this Agreement, with an insurance carrier acceptable to the **CITY**. Each certificate shall specifically identify this Agreement and shall expressly bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to the **CITY**. It is agreed that the **CITY** shall not be liable for the payment of any premiums or assessments on the insurance required. ***Failure on the part of the OPERATOR to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **OPERATOR** under the terms of the Agreement. **OPERATOR** shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary relating to **OPERATOR's** use of the Premises.

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

a. General Liability. **OPERATOR** shall provide and maintain at its own expense during the term of this Agreement, a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Alterations and Additions: **OPERATOR** shall not make any alterations or construct any additions or improvements in or on the Premises until the **CITY** has approved the complete plans and specifications for the project. Once the **CITY** has been provided with said plans and specifications, **CITY** shall have a thirty (30) day minimum review period before granting **OPERATOR** approval or disapproval of the project in writing. **OPERATOR** shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition or improvement subject to plan review by **CITY** at **OPERATOR's** expense.

CITY agrees that except for structural alterations, the **OPERATOR** may remove, during or at the expiration or other termination of the term of this Agreement, or of any

#7.

extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Premises by the **OPERATOR** or under its authority. Any personal property, improvements or additions not removed by **OPERATOR** within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of the **CITY**.

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

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

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

OPERATOR agrees to keep Premises in good order and condition at his sole cost and expense. All work done by **OPERATOR** on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

Unless otherwise required by law or expressly provided for within this Agreement, **CITY** shall have no liability to **OPERATOR** for any condition on the Premises leased herein and **OPERATOR** agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. **OPERATOR** agrees to hold the **CITY** harmless from any and all liability arising out of or in connection with the use of the Premises leased herein by the **OPERATOR**, its agents, employees, business invitees, customers and patrons, except to the extent any such liability is attributable to **CITY's** negligence or willful misconduct.

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

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

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

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

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

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

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

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

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

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

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

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

26. Vending Machines:

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

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

#7.

27. **Stands:** No accessory stands or buildings for the sale of refreshments shall be permitted, without the written approval of the Department and **OPERATOR** shall confine the business strictly to the area set aside by the Department for such use. **OPERATOR** shall not permit vendors to display or vend wares in any manner inside or outside the building or on the said properties unless a written permit is first secured from the Department, and such permit shall be subject to revocation at any time.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

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

Copies to:

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

#7.

OPERATOR:

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

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

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

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

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

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

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

OPERATOR

By _____
Willie Forge, Operator/Lessee

Dated: _____

CITY OF COMPTON/LESSOR
Recommended for approval:

By _____
Dr. George Penn, Director
Parks & Recreation Department

Dated: _____

Approved by:

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Recreation

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR FOR FISCAL YEAR 2014-2015.

George Penn
DEPARTMENT MANAGER’S SIGNATURE

9/4/2014 4:10:34 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/11/2014 12:53:17 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/10/2014 9:03:05 AM
DATE

Johnny Ford
CITY MANAGER

9/4/2014 5:41:58 PM
DATE

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

