

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, September 23, 2014 5:45 PM

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. September 9, 2014

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. CLAIMS AGAINST THE CITY:
Maria Sandoval (Claim No. I-8690/LI0000282A)
Gustavo Velasco (Claim No. I-8693/LI0000385A)
Maria V Cruz Molina (Claim No. I-8698/LI0000391A)
(Deny Claims)

CITY ATTORNEY

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SUPPORTING THE STATE OF CALIFORNIA "WAR ON CHILD SEX TRAFFICKING" LEGISLATION (SENATE BILLS 473, 939, 955 and 1388)

CITY FIRE DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FIRE RECOVERY USA FOR COST RECOVERY SERVICES

GENERAL SERVICES

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

PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HAAKER EQUIPMENT COMPANY FOR THE PURCHASE OF A NEW VACTOR 2100 PLUS SEWER TRUCK

END CONSENT AGENDA

REGULAR AGENDA

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

7. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

BOARDS AND COMMISSION
APPOINTMENTS/REAPPOINTMENTS

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

ACCEPTANCE OF COMMISSIONER'S RESIGNATION

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

9. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
One (1) Potential Case
Pursuant to Government Code Section 54956.9(b)
10. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Richards v. City of Compton, WCAB Case No. ADJ2410350
Pursuant to California Government Code Section 54956.9(a)

UNFINISHED BUSINESS

NEW BUSINESS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
WITH TGIS CATERING SERVICES, INC. TO MANAGE PROVIDE
CATERING SERVICES FOR THE DOUGLAS F. DOLLARHIDE
COMMUNITY CENTER
12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING ORDINANCE NO. 2,249 (MORATORIUM ON USE OF
HYDRAULIC FRACTURING) IN ITS ENTIRETY (First Reading)

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, October 07, 2014 @ 3:30 PM.

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

SEPTEMBER 9, 2014

The City Council meeting was called to order at 6:01 p.m. in the Council Chambers of City Hall by Mayor Pro-Tem Willie Jones.

ROLL CALL

Council Members Present: Galvan, Arceneaux, Jones

Council Members Absent: Zurita, Brown

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Gabriel Hernandez, Compton resident, petitioned the City Council to assist in receiving payment for unpaid invoices for services rendered to the City of Compton.

City Manager Duffey directed Mr. Hernandez to staff in the lobby.

Shanice McKinley-Reed, Miss Compton pageant coordinator, recognized the Mayor and City Council, City Clerk Godwin and the Compton community for their support of the 2015 Miss Compton pageant. She congratulated the new Miss Compton pageant winners Jatiera Fuller, Andrea Luna and Adriana Allen and urged the community to show their support for the youth by supporting other local programs and organizations as well.

Jatiera Fuller, 2015 Miss Compton pageant winner and California State University Long Beach graduate, pledged her allegiance to teach young girls in the City of Compton the art of civility and independence.

Councilperson Arceneaux commended Ms. Fuller for her aspirations to mentor young girls.

City Clerk Godwin congratulated Ms. Fuller on her recent accomplishments and encouraged her to keep up the good work.

Andrea Luna, 2015 Miss Teen Compton pageant winner, announced her plans to encourage the youth to set goals and achieve them through perseverance and dedication.

Lorraine Cervantes, Compton resident, introduced Carlos Aguilar as the new president of the Compton Latino Chamber of Commerce. She also noted that it is a gift of public funds for the City to help former president Maria Villa Real finance a Mexican Independence Day event at Leuders Park. She suggested the Executive Secretary be more cautious with whom he acknowledges as heads of organizations especially considering the District Attorney's investigation into the City of Compton. She asserted that she expects him to correct these illicit acts because she will discuss these issues with the District Attorney if they are left unresolved.

Barbara Calhoun, Compton resident and former councilperson, stated that she was unable to access the City Council meeting from the City's website last week.

City Manager Duffey notified Ms. Calhoun that the City's website was hacked into and completely down for awhile; however the City is currently in the process of creating a new webpage scheduled for completion by mid-November 2014.

Beverly Deese, Compton resident, petitioned the City Council to create a policy that establishes restrictions and limitations on loud music and parties. She indicated that an hour after contacting the Sheriffs' dispatcher, she called back and was disrespected by the watch commander. She also mentioned the various incidents wherein Sheriffs' deputies have ran stop signs, entered intersections and speeding down the residential streets with no lights or sirens. She asked that they be given a refresher course on how to communicate with the community because they are in close proximity to each other.

#1.

City Manager Duffey stated that he was assured by Lieutenant Octave that the Sheriffs' Department would designate one car for loud parties to be dispatched within the next 20 days with a report back to the City Council after a 36-day period to comment on the number of calls responded to.

Mayor Pro-Tem Jones asked that staff address Ms. Deese's concerns regarding the response she received from Sheriffs' staff.

Councilperson Arceneaux advocated the enforcement of the City's loud noise ordinance by Sheriffs' deputies.

Joyce Kelly, Compton resident, requested additional volunteers for the 11th Annual Compton Veteran's Stand-down. She went on to inquire about the amount, type and cost of water mains, gate valves, fire hydrants and meters to be purchased, Ferguson Water Works' history with the City of Compton, and the location and size of the water meters to be maintained and tested. She further stated that she would advise Mayor Brown that she does not make decisions on her own and suggested that the other elected officials advise her that they know what can and should be done as it relates to making decisions for the City.

Lynn Boone, Compton resident, inquired about the bidding information for Item Nos. 1, 2 and 4. She also questioned the legitimacy of the selection process for Item No. 3 because the new contractor is coincidentally located in the same city that the deputy director of the department lives in. She went on to state that this City Council could not mandate the Sheriffs' Department to do anything because Measure I took away the citizen's rights to declare or select another law enforcement agency for service.

Herbert Arceneaux, Compton resident, spoke in favor of code enforcement officers carrying firearms due to the nature of their job responsibilities and the people they encounter on a daily basis. He further urged the City Manager to cease in making decisions that continue to change the dynamics of the City of Compton.

CONSENT AGENDA

END CONSENT AGENDA

REGULAR AGENDA

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

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF FERGUSON WATERWORKS FOR \$42,175.81 TO FURNISH AND DELIVER FIRE HYDRANTS AND GATE VALVES FOR FISCAL YEAR 2014-15

On motion by Arceneaux, seconded by Galvan, **Resolution # 24,011** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF FERGUSON WATERWORKS FOR \$42,175.81 TO FURNISH AND DELIVER FIRE HYDRANTS AND GATE VALVES FOR FISCAL YEAR 2014-15**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Arceneaux, Jones

NOES: Council Members - None

ABSENT: Council Members - Zurita, Brown

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF WESTERLY METER FOR \$45,000.00 TO PROVIDE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE COMPOUND METERS FOR FISCAL YEAR 2014-15

Councilperson Arceneaux requested an explanation on behalf of the citizens.

Chad Blaise, Deputy Director of Public Works & Municipal Utilities, explained that Item Nos. 1 through 4 pertain to bids for the purchase of various items needed in the future at a set price; as a result the vendors agree to keep these items in stock and available in the event the City decides to buy them.

On motion by Arceneaux, seconded by Galvan, **Resolution # 24,012** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF WESTERLY METER FOR \$45,000.00 TO PROVIDE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE COMPOUND METERS FOR FISCAL YEAR 2014-15**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Arceneaux, Jones

NOES: Council Members - None

ABSENT: Council Members - Zurita, Brown

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS COMPANY FOR \$26,494.90 TO FURNISH AND DELIVER RPM POLYMER CONSTRUCTION METER BOXES AND COVERS FOR FISCAL YEAR 2014-15

Councilperson Arceneaux requested an explanation of the process on behalf of the citizens.

Chad Blaise, Deputy Director of Public Works & Municipal Utilities, explained that the department presents a list of quantities they think they will need for the entire year, vendors submit bids, staff selects a vendor and then locks in the price for the year.

On motion by Arceneaux, seconded by Galvan, **Resolution # 24,013** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS COMPANY FOR \$26,494.90 TO FURNISH AND DELIVER RPM POLYMER CONSTRUCTION METER BOXES AND COVERS FOR FISCAL YEAR 2014-15**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Arceneaux, Jones

NOES: Council Members - None

ABSENT: Council Members - Zurita, Brown

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF FERGUSON WATERWORKS FOR \$101,577.92 FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES

On motion by Arceneaux, seconded by Galvan, **Resolution # 24,014** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF FERGUSON WATERWORKS FOR \$101,577.92 FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Arceneaux, Jones

NOES: Council Members - None

ABSENT: Council Members - Zurita, Brown

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

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Announced the Second District Diabetes Awareness Walk to be held during the month of November.

Councilperson Arceneaux offered the following communications/announcements:

- Announced the passing of a Long Beach resident that contracted the West Nile Virus and a dead bird that tested positive for the disease in the City of Compton.
- Advised the community to do all of the following to protect themselves against the West Nile Virus: Empty all standing water in front and backyards, wear long-sleeved shirts, or insect repellant from 6 p.m. to 6 a.m. if going outdoors.
- Jerome Horton Chairman of the California State Board of Equalization will be hosting a Health, Wealth and Wellness Conference Fair Saturday, October 25, 2014 from 9 a.m. to 1 p.m. at the Hollywood Park Pavilion. To register for this event go to www.boe.ca.gov/seminar or call (888) 847-9652. Parking is free.
- 2015-2016 Civil Grand Jury recruitment is now open. For more information contact the County of Los Angeles at (213) 893-1047 or go to www.grandjury.co.la.ca.us.
- Step Out and Walk to Stop Diabetes 5K Walk will be held Saturday, November 15, 2014 at Griffith Park. Check in at 9 a.m. and the walk begins at 11 a.m. For more information or to register go to www.stepoutla.com or call (323) 966-2890 ext.7540.
- Clarified that Mayor Brown's travels to the Conference of Mayors event in the United Kingdom is not being funded by the City of Compton.

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

- Attended the League of California Cities Annual State Conference at the Staples Center last week.
- 11th Annual Veteran's Stand-down will be held at 700 North Bullis Road Saturday, September 13, 2014 at 6 a.m. to September 15, 2014 at 12 p.m.
- Requested a report regarding staff's plans for the 2014 Compton Christmas parade.
- Mexican Independence Day Celebration will be held Sunday, September 14, 2014 at Our Lady of Victory Church.

ADJOURNMENT

On motion by Arceneaux, seconded by Galvan, the meeting was adjourned at 6:59 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, Arceneaux, Jones

NOES: Council Members - None

ABSENT: Council Members - Zurita, Brown

City Clerk of the City of Compton

Mayor of the City of Compton

September 23, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8690/LI0000382A

SUMMARY

Council will consider the application of Maria Sandoval for permission to file a late claim (Claim No. I-8690/LI0000382A), presented to the City on August 11, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

An application for leave to present a late claim was presented on August 11, 2014, by a law firm representing Claimant. Claimant alleges that on December 12, 2013, she exited the bus at the Artesia Blue Line Station in order to transfer to a northbound Metro Rail Blue Line train. After exiting the bus, while walking across the Artesia Metro Station, Claimant slipped and fell on a liquid substance on the ground and injured herself.

California law is specific concerning the amount of time permitted for filing a liability claim with a public entity - six (6) months for a claim made for personal injury. Pursuant to Government Code §911.6, an application for leave to present a late claim can only be granted on limited grounds.

Claimant's attorney states that they failed to present the claim on time because they allege they filed the claim against the Los Angeles Metropolitan Agency (METRO) on June 11, 2014 and was informed on August 1, 2014 that METRO does not own, control or manage the area where Claimant allegedly fell.

Based upon this information, Claimant's application for leave to present a late claim cannot be granted as courts have denied relief where a claim has been made against the wrong entity. *Shank v. County of Los Angeles*, 139 Cal. App. 3d 152, 188 Cal. Rptr. 644 (1983).

FINANCIAL IMPACT

In Excess of Twenty Five Thousand Dollars (\$25,000).

RECOMMENDATION

Staff recommends that this application for leave to present a late claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

September 23, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8693/LI0000385A

SUMMARY

Council will consider the Gustavo Velasco (Claim No. I-8693/LI0000385A), presented to the City on August 12, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

Mr. Velasco presented the above-referenced claim to the City Controller's Office on August 12, 2014. Claimant states that on July 22, 2014, a tree branch fell onto his father's vehicle parked on Rose Avenue in Compton. Claimant presented three invoices for the repair of his vehicle.

Since Mr. Velasco is not the owner of the vehicle, he does not have standing to make this claim.

FINANCIAL IMPACT

Two Thousand Twenty Three Dollars and One Cent (\$2,223.01).

RECOMMENDATION

Staff recommends that this claim be denied.

_____/S/
CRAIG J. CORNWELL
CITY ATTORNEY

September 23, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: CITY ATTORNEY
SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8698/LI0000391A

SUMMARY

Council will consider the amended claim of Maria V Cruz Molina (Claim No. I-8698/LI0000391A), presented to the City on September 8, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

Ms. Cruz Molina presented the above-referenced claim to the City Controller's Office on September 8, 2014. Claimant states that on August 13, 2014, a tree fell onto her vehicle, which was parked near her home on Alondra Boulevard in Compton.

Staff conducted an investigation and determined that Ms. Cruz Molina is not the owner of the vehicle. Accordingly, she does not have standing to make this claim.

FINANCIAL IMPACT

Two Thousand One Hundred Nineteen Dollars and Thirteen Cents (\$2,119.13).

RECOMMENDATION

Staff recommends that this claim be denied.

_____/S/
CRAIG J. CORNWELL
CITY ATTORNEY

September 23, 2014

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SUPPORTING THE STATE OF CALIFORNIA “WAR ON CHILD SEX TRAFFICKING” LEGISLATION (SENATE BILLS 473, 939, 955 and 1388)**

SUMMARY

The Mayor has requested that a resolution be brought forth for City Council consideration and approval that will register the City of Compton’s support of legislation collectively referred to as the “War on Child Sex Trafficking” (California Senate Bills 473, 939, 955 and 1388).

BACKGROUND

Child sex trafficking is a growing crime across the United States, with girls as young as 12 years old being exploited and abused for profit. The FBI estimates that there are more than 100,000 minors sold every year in the U.S. The Los Angeles area has been highlighted as one of the most prevalent areas for child sex trafficking.¹ In an effort to treat such a disgusting and horrific exploitation of our children with the seriousness it deserves, a number of bills are currently being considered for adoption by the California legislature.

Senate Bill 473 (Human Trafficking), introduced by Senator Block, proposes to add human trafficking to the list of felonies that may be used to establish a pattern of criminal gang activity. This legislation will add enhanced criminal sentences and penalties to street gangs who regard buying and selling young girls for sex as a business venture that is safer than dealing drugs or guns.

Senate Bill 939 (Criminal Jurisdiction), introduced by Senator Block, was approved by Governor Brown in August 2014. This law enables a district attorney to prosecute an individual accused of sex trafficking, pimping and/or pandering in multiple jurisdictions (i.e. different counties within the state) to be tried in one jurisdiction if all applicable district attorneys with jurisdiction agree to the choice of venue. This legislation makes it easier to prosecute pimps involved in statewide sex trafficking of minors.

Senate Bill 955 (Interception of Electronic Communications), introduced by Senators Mitchell and Lieu, proposes to add human trafficking to the list of offenses for which

¹ Source: Don Knabe, Chairman of Los Angeles County Board of Supervisors.

#3.

Staff Report – Resolution Supporting California
Senate Bills 473, 939, 955 and 1388
“War on Child Sex Trafficking” Legislation
September 23, page 2

wiretapping may be ordered. Wiretapping would give law enforcement a critical tool in making a strong case against pimps who sell girls for sex.

Senate Bill 1388 (Human Trafficking), introduced by Senators Lieu, Hill and Mitchell, proposes to increase fines for pimping of a minor from \$20,000 to \$25,000 and would make a person who solicits a minor for a commercial sex act guilty of a misdemeanor punishable in a county jail for at least 48 hours and a maximum of up to 1 year and a fine of \$10,000. This legislation will ensure that an individual who even solicits a minor for sex will do jail time.

STATEMENT OF ISSUE

Proponents of this legislation believe – as do the City of Compton – that the fight against child sex trafficking is of top priority. The public, and more particularly the perpetrators, must be made aware of an important message: Children sold for sex are not prostitutes – they are victims!

If adopted, this resolution will be forwarded to the City’s elected representatives in Sacramento, as well as Governor Brown, demonstrating Compton’s support for the “War on Child Sex Trafficking” legislation currently being considered and already adopted by the state legislature.

FISCAL IMPACT

There is no anticipated fiscal impact resulting from adoption of this Resolution.

RECOMMENDATION

No recommendation is offered by staff. Resolution presented for consideration and adoption pursuant to request of the Mayor.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SUPPORTING THE STATE OF CALIFORNIA “WAR ON CHILD SEX TRAFFICKING” LEGISLATION (SENATE BILLS 473, 939, 955 and 1388)

WHEREAS, child sex trafficking is a growing crime across the United States, with young minor girls being exploited and abused for profit; and

WHEREAS, Senate Bill 473 (Human Trafficking), proposes to add human trafficking to the list of felonies that may be used to establish a pattern of criminal gang activity, thus adding enhanced criminal sentences and penalties to street gangs; and

WHEREAS, Senate Bill 939 (Criminal Jurisdiction), approved by Governor Brown in August 2014 enables a district attorney to prosecute an individual accused of sex trafficking, pimping and/or pandering in multiple jurisdictions to be tried in one jurisdiction if all applicable district attorneys with jurisdiction agree to the choice of venue, making it easier to prosecute pimps involved in statewide sex trafficking of minors; and

WHEREAS, Senate Bill 955 (Interception of Electronic Communications), proposes to add human trafficking to the list of offenses for which wiretapping may be ordered, giving law enforcement a critical tool in making a strong case against pimps who sell girls for sex; and

WHEREAS, Senate Bill 1388 (Human Trafficking), proposes to increase fines for pimping of a minor from \$20,000 to \$25,000 and would make a person who solicits a minor for a commercial sex act guilty of a misdemeanor punishable in a county jail for at least 48 hours and a maximum of up to 1 year and a fine of \$10,000, ensuring that an individual who even solicits a minor for sex will do jail time; and

WHEREAS, this resolution of support for the California “War on Child Sex Trafficking” Legislation (Senate Bills 473, 939, 955 and 1388) reflects the City of Compton’s strong belief that the fight against child sex trafficking is of top priority and that the public, and more particularly the perpetrators must be made aware of an important message: Children sold for sex are not prostitutes – they are victims that must be and will be protected by the law!

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

Section 1. That the City of Compton hereby declares its support for California Senate Bills 473, 939, 955 and 1388 – the “**WAR ON CHILD SEX TRAFFICKING**” Legislation.

Section 2. That a certified copy of this Resolution will be filed in the offices of the City Clerk, City Manager and forwarded to the elected representatives for the City of Compton, the Governor and the Chairman of the Los Angeles County Board of Supervisors.

Section 3. 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, 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:

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–
ABSTAINS: COUNCIL MEMBERS–

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

City Attorney

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SUPPORTING THE STATE OF CALIFORNIA “WAR ON CHILD SEX TRAFFICKING” LEGISLATION (SENATE BILLS 473, 939, 955 and 1388)

Ruth Rugley

DEPARTMENT MANAGER’S SIGNATURE

9/17/2014 3:15:57 PM

DATE

REVIEW / APPROVAL

Ruth Rugley

CITY ATTORNEY

9/18/2014 4:56:48 PM

DATE

Stephen Ajobiewe

CITY CONTROLLER

9/18/2014 3:52:46 PM

DATE

Kelly Montgomery

CITY MANAGER

9/18/2014 12:43:00 PM

DATE

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

SEPTEMBER 23, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: JON THOMPSON, FIRE CHIEF

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A 24-MONTH
INCIDENT RECOVERY BILLING AGREEMENT WITH FIRE RECOVERY
USA, LLC FOR COST RECOVERY SERVICES**

SUMMARY

This resolution authorizes the City Manager to enter into a 24-month (July 1, 2014 – June 30, 2016), billing agreement with Fire Recovery USA, LLC for non-medical emergency incident recovery billing recovery services.

BACKGROUND

Fire Recovery USA, LLC is a company that bills insurance companies for billable services that the fire department already provides. Most insurance policies such as home and auto have clauses built into them that provides for fire department responses. While this is not a new fact many fire agencies do not bill due to manpower, or lack of knowledge. Fire Recovery will provide the bridge for billing these insurance companies. Services such as responding to structure fires, vehicle accidents, and hazardous material incidents are just a small sample of billable services. Fire Recovery bills specifically for man hours spent on an incident, use of fire investigators, and individual apparatuses assigned to the incident. The list of individual billable items is quite lengthy, but extensive and inclusive. The most important factor is that the citizens of Compton will not be billed themselves. Only the insurance companies will receive a bill.

SITUATION

An RFP was issued and Fire Recovery USA, LLC was selected as the most responsible proposal. Fire Recovery USA will be contracted to bill insurance companies for various types of services provided. This will be a no out of the pocket cost issue to the city or the citizens. Fire Recovery will bill for services and forward the funds received to the City of Compton, less their percentage of 20% for services provided. This percentage is the same that San Bernardino County, Sacramento Metro, and various Inland Empire cities have agreed to have Fire Recovery's percentage deducted for the service provided. Oversight will be through a fire department liaison, under the direction of the Fire Chief. Both the Treasurer and Controller will have the ability to monitor the account in real time via a portal.

#4.

**Staff Report – Resolution Authorizing Agreement
Fire Recovery USA, LLC – Cost Recovery Services
September 23, 2014, page 2**

FISCAL IMPACT

There is no impact to the General Fund. In fact the General Fund will be positively influenced and will experience a new revenue stream. Revenues will be accounted for in Account No. 1001-000-000-3624.

RECOMMENDATION

Staff recommends that Council approve 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 ENTER INTO A 24-MONTH INCIDENT RECOVERY BILLING AGREEMENT WITH FIRE RECOVERY USA, LLC FOR COST RECOVERY SERVICES

WHEREAS, a Request for Proposal was issued and Fire Recovery, USA presented the most comprehensive and responsible proposal; and

WHEREAS, the services provided by the Fire Department will be billed to insurance companies, which is already allowed by the current Fire Code (within the Compton Municipal Code), via Fire Recovery USA, LLC on structure fires, vehicle accidents, vehicle fires, fire investigations, hazardous materials spills and other incidents; and

WHEREAS, this organization is dependable and performs quality work and has a proven track record in the industry, especially in California. San Bernardino County, Sacramento Metro, and Various Inland Empire agencies have given positive referrals in regard to Fire Recovery, USA; and

WHEREAS, Fire Recovery, USA will provide a new revenue stream for the City of Compton and this agreement will not require any additional fire or city personnel throughout the course of the agreement; and

WHEREAS, oversight will be provided through a Fire Department liaison under the supervision of the Fire Chief; and

WHEREAS, this agreement will positively impact the General Fund by creating a new revenue stream.

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

Section 1. The City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a 24-month (July 1, 2014 - June 30, 2016) agreement with Fire Recovery USA, LLC for non-medical emergency incident recovery billing services.

Section 2. That compensation for services rendered by Fire Recovery USA, LLC shall be set at 20% of the funds collected on behalf of the City.

Section 3. That revenue collected by placed in Revenue Account No. 1001 000 000 3624 of the Fire Department's annual budget.

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

RESOLUTION NO. _____
PAGE TWO

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council signed by the Mayor, and attested to 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

**INCIDENT RECOVERY BILLING AGREEMENT
BETWEEN
CITY OF COMPTON
AND
FIRE RECOVERY USA, LLC**

This **AGREEMENT**, is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California, located at 205 South Willowbrook Avenue, Compton, California 90220 (hereinafter referred to as "**CITY**"), and **FIRE RECOVERY USA, LLC**, a California limited liability company, located at 2271 Lava Ridge Court, Suite 120, Roseville, California 95661 (hereinafter referred to as "**CONTRACTOR**"). The **CONTRACTOR** and the **CITY** are referred to herein individually as a "party" and collectively as the "parties."

RECITALS:

WHEREAS, the City of Compton Fire Department is responsible for responding to motor vehicle incidents and other emergency situations within the City of Compton; and

WHEREAS, in order to provide and maintain such emergency response services it is necessary for the City to bill and collect from the users of such services and/or their public or private insurance carriers; and

WHEREAS, it is more effective, efficient and in the best financial interest of the City to utilize the services of a professional and experienced third party billing service to bill and collect from the users and/or their insurance carriers for such services rendered by the City; and

WHEREAS, Fire Recovery USA, LLC (Contractor) engages in the business of performing billing services for United States Fire Departments in connection with the motor vehicle incidents and other emergency situations at which the fire departments provide emergency services; and

WHEREAS, Contractor represents that it is specially trained, experienced and competent to bill and collect for such services rendered by the Compton Fire Department and desires to handle such accounts as may be referred to it by the City; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2014, the City Council authorized the City Manager to award a contract to Contractor; and

WHEREAS, Contractor is willing to render such billing and collection services on the following terms and conditions.

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

**Incident Recovery Billing Agreement – Fire Recovery USA, LLC
Emergency Services Billings
Resolution No. _____/Fire Department**

AGREEMENT:

1. Services to be Rendered by Contractor. It is the mutual understanding of the parties that the Contractor shall be responsible for performing and providing the following services:

- Bill the responsible party on the City's behalf for services provided/rendered by the Compton Fire Department during motor vehicle incidents and other emergency incidents. The billing rates (mitigation fees) shall be pursuant to the "Fee Schedule" contained in Chapter 22, Section 22-3 of the City of Compton Municipal Code. Billing Services to be provided by Contractor do not include billings for emergency medical services rendered/provided by the Compton Fire Department.
- Provide, as a normal matter of business, entry of claims and submission to the responsible party, collections of monies deemed due to the City, payments of the agreed upon percentage of said monies to the City and reporting of progress.
- Reimburse to the City a portion of the monies collected at a rate of eighty percent (80%) of the total monies collected on the City's claims on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
- Make available reports via a password protected website to the City (Compton Fire Department authorized personnel), which shall detail billable claims outstanding (which are claims submitted but not yet completed) and claims completed in the prior billing cycle.
- Contractor shall not initiate or pursue litigation against a person, entity or insurance carrier without prior written approval of the City.
- Contractor will exercise due diligence to effect the collection of all accounts referred by the City and will employ such lawful means, methods, and procedures as in its judgment, discretion and experience it believes will effect collections and/or settlements. In the billing of and attempted collection on accounts under this Agreement, Contractor will not harass or exert undue pressure on delinquent debtors or employ any procedure that would cast discredit on the City or subject the City or its officials to public disapproval.
- Contractor will accept for billing and collection, on the terms and conditions herein set forth, such unpaid accounts as the City shall refer to the Contractor.

Contractor shall perform services in addition to those specified in the preceding paragraph when requested to do so in writing by the City. Compensation for any additional services requested by the City and performed by the Contractor shall be as provided in Section 3, below.

It is understood and agreed that Contractor has the professional skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that the City relies upon the professional skills of Contractor to do and perform Contractor's

Incident Recovery Billing Agreement – Fire Recovery USA, LLC
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work in a skillful and professional manner.

Contractor acknowledges that in entering into this Agreement the City is relying on Contractor's skills and experience to do and perform the services in accordance with best standards of professional practice. Contractor 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.

Contractor services hereunder shall be performed in a good, workmanlike and professional manner. Contractor shall be responsible for correcting and completing all errors and omissions related to the services provided by the Contractor 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 Contractor to meet the standards of its profession as set forth in the preceding paragraph. Notwithstanding the above, it is understood by the Parties that Contractor shall not be responsible for, nor accept liability for any erroneous, invalid or illegal procedure codes or claims submitted by the Compton Fire Department on Run Sheets.

Contractor will be responsible for employing or engaging all persons necessary to perform the services. All of Contractor's staff will be qualified by training and experience to perform their assigned tasks. Contractor 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. M. Craig Nagler, Manager of Contractor, shall be primarily responsible for representing Contractor in performance of this Agreement.

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

2. Duration of Contract. The term of this Agreement shall for a period of Twenty Four (24) months, July 1, 2014 through June 30, 2016, unless this Agreement is terminated sooner as provided herein.

3. Collection and Deposit of Funds. A deposit system shall be employed for all funds received for payment of emergency events processed and invoiced on City's behalf by the Contractor. Checks, and other forms of payment, received from third parties and insurance companies shall be deposited directly into a Trust Account owned and maintained by the Contractor. Credit card payments made using VISA, MasterCard and Discover cards shall be deposited into the same Trust Account. All payments shall be reconciled and compensation owed to the City shall be remitted on a monthly basis to the City, but shall be accessible for tracking by the City on "therecoveryhub.com" software as payments are applied either by check (including cash) or credit card. The City shall have 24-hour a day, 365 days a year access to the web-based software to track and review payments and balances owed. The payment cycle used by the Contractor runs from the 25th of the month to the 24th of the following month and payments owed to the City shall be remitted no later than the 7th of the next month. Notwithstanding the foregoing, the City shall have be entitled to receive remittance of payments owed to the City on the 15th of each month provided the balance owed the City in the 15th of the month exceeds \$10,000.00. Additionally, if at any time the remittance owed the City exceeds \$30,000.00 within the month, the Contractor shall remit the payment owed the City forthwith.

Incident Recovery Billing Agreement – Fire Recovery USA, LLC
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4. Compensation. The method of payment for this Agreement shall be based on a commission basis. Contractor understands and agrees that the maximum compensation to be paid for all services performed by the Contractor is limited to an amount not to exceed **Twenty Percent (20%)** of all amounts **collected** by the Contractor on behalf of the City for the Compton Fire Department's provision of emergency incident respond services.

The total price paid the Contractor includes compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, 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 Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City and Contractor. The City shall not be liable for payment of any additional services unless and until an executed written request for such additional services has been transmitted from the City to the Contractor.

Notwithstanding the above provisions, the Contractor shall not receive any fees, commissions or payments in any form whatsoever, from the City for collection of funds from Delinquent Accounts which the Contractor has deemed "Uncollectable." The Contractor shall not tender any Delinquent Accounts to a Collection Agency. For purposes of this Agreement, "Collection Agency" shall mean any person, group or entity other than the Contractor who receives a fee, commission or payment for the purposes of collecting amounts due on Delinquent Accounts other than accounts receivable.

Contractor shall remit the monies owed to the City (**80% of total amounts collected**) on a monthly basis. Monies owed to the City shall be delivered to the **Chief of the Compton Fire Department** at the following address: Compton Fire Department of the City of Compton, 201 South Acacia Avenue, Compton, California 90220.

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

5. Independent Contractor Status. Contractor, 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 Contractor, except as expressly set forth in this Agreement. Contractor expressly represents that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

6. Subcontracting. Contractor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Contractor subcontracts any of the services, Contractor will be fully responsible to City for the acts, errors and omissions of

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Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

7. Non-Exclusive Relationship. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

8. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Contractor 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. Contractor 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. The Contractor 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 the Contract'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.

9. Successors, Assignment and Delegation. City and the Contractor 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 Contractor is a material consideration for this Agreement. Contractor shall not assign or transfer any interest in this Agreement or the performance of any of Contractor's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer, without the prior written consent of the parties, of either party's rights, duties or obligations arising under this Agreement shall be null and void.

10. Ownership of Materials. All electronic and hardcopy data, reports, billing records, collection records, 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, whether or not the services are completed. 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, Contractor hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the

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event this Agreement is terminated, all Work Product produced by Contractor 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 Contractor.

11. Indemnification. Contractor 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 them 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 acts, errors or omissions or willful misconduct of the Contractors, its officers, employees, subcontractors or agents in the performance of the duties undertaken by Contractor 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.

12. Insurance. Without limiting the Contractor’s indemnification of the City, Contractor 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 Contractor or Contractor’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 the Contractor 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. Contractor 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 Contractor’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 Contractor pursuant to this Agreement are adequate to protect Contractor. 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, if applicable. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor’s sole expense.

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12.1 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.

12.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

12.3 Crime Coverage. \$100,000 per occurrence against loss of money, as applicable to this Agreement, for employee and subcontractor dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery.

12.4 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 Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

12.5 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance, Automobile Liability Insurance and Crime Coverage, Contractor 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 the Contractor. 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, Contractor 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.

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement.

13. Permits and Licenses. Contractor, 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 Contractor.

Upon execution of this Agreement, Contractor shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code.*

14. Warranties. Contractor represents and warrants (i) that Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor's undertaking this relationship with the 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

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proprietary or other right of any third party, (iii) that Contractor will not use in the performance of its responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Contractor has not knowingly entered into and/or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. The Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the services by Contractor. Contractor 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. Federal and State Withholding Taxes. Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest, or damages suffered by resulting from Contractor's failure to comply with this provision.

17. Confidential Information and Assignments.

17.1 Any written, printed, graphic, or electronically or magnetically recorded information furnished by Compton Fire Department for Contractor's use are the sole property of Fire Department. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Fire Department's employees, products, services, prices, operations, and subsidiaries. Contractor will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Fire Department's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Contractor's employees, agents, and subcontractors. On termination of this Agreement, Contractor will return any confidential information in Contractor's possession to fire Department.

17.2 Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Contractor for Fire Department's use are the sole property of Contractor. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Contractor's employees, products, services, prices, operations, and subsidiaries. Fire Department will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Contractor's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Fire Department's employees, agents, and subcontractors. On termination of this Agreement, Fire Department will return any confidential information in Fire Department's possession to Contractor.

18. Maintenance of Records. Contractor will maintain complete and accurate records with respect to books of account, invoices, vouchers, canceled checks, costs incurred and other records or documents evidencing or relating to work, services, collections and disbursements under this Agreement. All records will be clearly identifiable. Consultant 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. Consultant 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

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payment under this Agreement.

19. Termination.

19.1 Termination on Notice. Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

19.2 Termination on Default. Except as provided otherwise within this Agreement, if either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall take effect on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first.

19.3 In the event of termination of this Agreement, for whatsoever reason, Contractor will cease the billings and collections on all accounts submitted by City and shall promptly return such accounts, including any applicable files, to City along with all collections due City.

19.4 Upon termination by either party, Contractor shall be entitled to any undisputed commission for services/collections performed to the effective date of termination. Contractor agrees to submit a final report to City within thirty (30) days after the effective date of termination of this Agreement on the status of all billed and uncollected accounts.

20. 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.

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

22. 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.

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

**Incident Recovery Billing Agreement – Fire Recovery USA, LLC
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24. 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.

25. Amendments. This Agreement may be modified or amended only be written document executed by both Contractor 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.

26. 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.

27. 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 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 Contractor:

**Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville, California 95661
Attn: Craig Nagler, Manager
()
() – fax.**

With copy to:

**The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, California 92037
Attn: Chris Popov, Esquire
()
() – fax.**

To City:

**City of Compton
201 South Acacia Avenue
Compton, California 90220
Attn: Fire Chief, Compton Fire Department
(310) 605-5670
(310) 632-8414 – fax.**

With copy to:

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

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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.

28. 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.

The Parties hereto hereby waive their rights to trial by jury with respect to any dispute arising under this Agreement or any transaction document. No party shall be awarded punitive or other exemplary damages respecting any dispute arising under this Agreement or any transaction document contemplated hereby.

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

**FIRE RECOVERY USA, LLC
CONTRACTOR**

By _____
M. Craig Nagler, Manager

Dated: _____

**CITY OF COMPTON
Recommended for Approval:**

By _____
Jon Thompson, Fire Chief
Compton Fire Department

Dated: _____

Approved:

Dated: _____

By _____
G. Harold Duffey, City Manager

#4.

Incident Recovery Billing Agreement – Fire Recovery USA, LLC
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Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

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 ENTER INTO AN AGREEMENT WITH FIRE RECOVERY USA FOR COST RECOVERY SERVICES

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

9/18/2014 11:09:30 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/18/2014 5:34:53 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/18/2014 3:50:43 PM
DATE

Kelly Montgomery
CITY MANAGER

9/18/2014 11:16:23AM
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 23, 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 DECLARING CERTAIN CITY VEHICLES AND
EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZING
THE SALE OF SAID VEHICLES AND EQUIPMENT**

SUMMARY

City Council adoption of the attached Resolution will declare various City-owned vehicles and equipment, identified in Exhibit "A", attached hereto, as surplus property and authorize the sale of said vehicles and equipment.

BACKGROUND

The Fleet Maintenance Division of the General Services Department has a number of City-owned vehicles and equipment that are in need of replacement in the City's existing fleet.

The vehicles and equipment were purchased and maintained by the Fleet Maintenance Division and have been used beyond their economical and/or useful life span. Staff has inspected the equipment and determined that it is in the best interest of the City to remove the listed vehicles and equipment from service. These surplus vehicles and equipment will be sold at public auction to the highest bidder. Items that are not sold at public auction will be reviewed for value, and if appropriate, sold for scrap value. Staff will make the necessary arrangements for the sale and disposal of the vehicles.

STATEMENT OF THE ISSUE

Section 4-11.7 of the Compton Municipal Code provides that materials, supplies, equipment and other personal property of the City that is no longer needed or has become unfit for use may be authorized for sale by the City Manager, except if the value of the property is more than \$500.00, consent and approval of the City Council before offering the same for sale.

In order to declare the vehicles and equipment identified in Exhibit "A" as surplus property, City Council authorization is necessary.

**Staff Report – Resolution Declaring City
Property Surplus & Authorizing Sale Thereof
September 23, 2014, page 2**

FISCAL IMPACT

In moving towards the City's energy efficient program, it is the City's intent is to utilize the proceeds from the sale of surplus vehicles to purchase four (4) new energy efficient vehicles. The proceeds from the sale will be deposited in the appropriate City Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution declaring the City-owned vehicles and other equipment surplus property and authorizing the sale of said property to the highest bidder or as scrap.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

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

WHEREAS, the City’s Fleet Maintenance Division of the General Services Department is an Internal Service Fund which supports the vehicle and mobile equipment needs for City departments; and

WHEREAS, staff has inspected the fleet and has determined there are a number of City-owned vehicles and equipment that should be deemed surplus and/or damaged; and

WHEREAS, Section 4-11.7 of the Compton Municipal Code provides that materials, supplies, equipment and other personal property of the City that is no longer needed or has become unfit for municipal purposes, and the sale value of such property exceeds \$500.00, the City Council may consent and approve of the sale thereof; and

WHEREAS, it is the opinion of City staff that it is in the best interest of the City to remove the listed vehicles and equipment from service by means of sale to the highest bidder at a public auction, or if appropriate, for scrap value; and

WHEREAS, the proceeds from the sale of surplus vehicles will be deposited in the appropriate City Fund.

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

SECTION 1. That the City Council hereby declares that the City vehicles and equipment listed in Exhibit “A”, attached hereto and incorporated herein, are no longer needed for municipal purposes and/or have become unfit for municipal purposes and is authorized to be sold to the highest bidder(s) at public auction or, if appropriate, sold for scrap value.

SECTION 2. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Public Works/Municipal Utilities and General Services Departments.

SECTION 3. 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

Resolution No. _____
Page 2

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

EXHIBIT A

CITY OF COMPTON

FLEET MANAGEMENT

DECLARATION OF SURPLUS VEHICLES

	VIN #	MAKE	MODEL	YEAR	LICENSE
1	S/N 827B	BRODERSON	SLIDE HAMMER (HYDRAULIC)	1984	SE180300
2	JJG0180720	CASE	580 SUPER K - KING LOADER BACKHOE		NONE
3	1FDSS34P05HA15176	FORD		2005	1221613
4	2FAFP74W53X162702	FORD	CROWN VICTORIA	2003	1174408
5	2FAFP73V08X171243	FORD	CROWN VICTORIA	2008	1258661
6	S/N 923B	BRODERSON	CRANE	1984	E468384

RESOLUTION SIGN-OFF FORM

DEPARTMENT: General Services

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING CERTAIN CITY VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZING THE SALE OF SAID VEHICLES AND EQUIPMENT

Van Wilson
DEPARTMENT MANAGER’S SIGNATURE

9/8/2014 7:40:02 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/18/2014 12:41:30 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/17/2014 11:39:16 AM
DATE

G. Harold Duffey
CITY MANAGER

9/15/2014 8:11:35 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 23, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO HAAKER EQUIPMENT COMPANY FOR THE PURCHASE OF A NEW
VACTOR 2100 PLUS SEWER TRUCK**

SUMMARY

This Resolution authorizes the City Manager to issue a purchase order to Haaker Equipment Company for a new Vactor 2100 Sewer Truck and Sewer Video Camera inspection equipment for the Public Works/Municipal Utilities Department.

BACKGROUND

The City of Compton (City) maintains over one-hundred and forty-seven (147) miles of sewer main, which includes 2,590 manholes. Public Works/Municipal Utilities (PW/MU) is responsible for the operation and maintenance of the sewer system. The sewer system requires maintenance to ensure proper operation and to protect the City's investment of its capital infrastructure. To avoid catastrophic failure of the sewer system, it is necessary to investigate the existing infrastructure and replace or repair system pipes as necessary.

The National Joint Powers Alliance. (NJPA) is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally. The main mission for NJPA is to offer a multitude of cooperatively contracted products, equipment and service opportunities to educational and government entities throughout the county.

NJPA has completed hundreds of requests for proposal (RFP) for its member agencies to receive the best cost throughout the United States while fulfilling the mission of the NJPA. The City is a long standing member of NJPA and is looking to take advantage of the NJPA competitive bidding process and receive the equipment at a discount below retail costs. Staff was able to locate a vendor that meets our equipment needs and is located within fifty (50) miles of the City. Additionally, Haaker Equipment Company is the only certified dealer for Vactor Equipment in Southern California.

STATEMENT OF THE ISSUE

Currently, the Department has one (1) sewer truck to manage and survey sewer system operations. Based on existing demand, the current equipment is inadequate to maintain the sewer system for the City. Staff has checked into purchasing an additional unit to meet the repair demands of 147 miles of sewer system. In 2004, PW/MU purchased a Vactor Sewer Truck and has been satisfied with its performance. Staff is recommending the purchase of new equipment by the same manufacturer.

#6.

September 9, 2014
Haaker Equipment Co.
Page Two

The City is in need of an additional Sewer Truck along with Sewer Video Camera Equipment to meet the Department's needs. By using the NJPA pricing, the City will benefit from a nationally conducted bid process, a better price on the selected vehicle and equipment, and a local vendor to supply and repair the equipment.

The vendor brought the equipment to demonstrate them for the City staff to review and test. PW/MU will be purchasing a brand new 2013 Vactor Sewer Cleaning Truck equipped to meet the City needs along with new camera equipment which provides in-field analysis. The equipment is compliant with all current regulations.

ALTERNATIVE

No alternative is recommended.

FISCAL IMPACT

The expenditures are as follows:

<u>Item</u>	<u>Cost</u>
Vactor Truck	\$ 368,063.16
Video Camera	\$ 16,568.00
<u>Nozzle Kit</u>	<u>\$ 3,815.00</u>
TOTAL:	\$ 388,446.16

Funds in the amount of \$338,458.16 are available in the Public Works/Municipal Utilities Department's FY 2014-15 budget in Account Number 5117-710-000-4391. The current balance in the account is \$2,214,694.

RECOMMENDATION

Staff recommends that the City Council approve the City Manager to issue a purchase order in the amount of \$388,446.16 to Haaker Equipment for the purchase of a the above-noted sewer system operations truck and camera.

GLEN W. C. KAU P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES 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 HAAKER EQUIPMENT COMPANY FOR THE PURCHASE OF A NEW
VACTOR 2100 PLUS SEWER TRUCK

WHEREAS, the Department of Public Works/Municipal Utilities is responsible for the operation and maintenance of the City’s sewer system, which encompasses over one-hundred and forty-seven (147) miles of sewer main, including 2,590 manholes; and

WHEREAS, the system requires preventive maintenance and ongoing repairs to ensure proper operation and protect the sewer infrastructure from catastrophic failure, which requires that appropriate equipment be available to the Department to investigate the infrastructure and replace or repair system pipes as necessary; and

WHEREAS, currently the Department has only one sewer truck to survey, investigate and effect repairs for the City’s entire sewer system; therefore, additional equipment is needed to perform these duties; and

WHEREAS, the City of Compton is a long-standing member of the National Joint Powers Alliance (NJPA), which is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally and after utilizing a competitive bidding process, offers a multitude of cooperatively contracted products, equipment and service opportunities to educational and government entities throughout the county; and

WHEREAS, through the City’s membership with the NJPA, staff found the bid pricing offered by Haaker Equipment Company to be responsive to the City’s needs and the cost of the equipment reasonably priced, to wit:

<u>Item</u>	<u>Cost</u>
2013 Vactor Truck	\$ 368,063.16
Video Camera	\$ 16,568.00
Nozzle Kit	<u>\$ 3,815.00</u>
TOTAL	\$ 388,446.16

WHEREAS, funding for this purchase is available in the Public Works/Municipal Utilities Department’s 2014-2015 fiscal year budget in Account Number 5117-710-000-4391.

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

SECTION 1. That the bid/quote of Haaker Equipment Company, in the amount of Three Hundred & Eighty- Eight Thousand, Four Hundred & Forty-Six Dollars and Sixteen Cents. (\$388,446.16) be accepted.

SECTION 2. That the City Manager is hereby authorized to issue a purchase order to Haaker Equipment Company for the purchase of a 2013 Vactor Truck, Video Camera and Nozzle Kit in an amount not-to-exceed \$338,446.16.

SECTION 3. That funds are available in the Public Works/Municipal Utilities 2014-2015 Fiscal Year budget in Account Number 5117-710-000-4391 in the amount of \$338,446.16.

RESOLUTION NO. _____
PAGE TWO

SECTION 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works/Municipal Utilities Department.

SECTION 5. 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 to 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

HAAKER

EQUIPMENT COMPANY

2070 North White Avenue, La Verne, California 91750
(909) 598-2706 ~ FAX (909) 598-1427 ~ haaker.com

NJPA AWARDED
CONTRACT

January 21, 2014

TO: CITY OF COMPTON
205 S. Willowbrook Avenue
Compton CA 90220

ATTN: Mr. Michael C. Harvey, MBA
310 605-5539
Email: mharvey@comptoncity.org

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the NJPA Cooperative Purchasing Agreement – Contract #031710-FSC.

ONE NEW VACTOR 2110 PLUS JET RODDER (13-06V-13944)

106 Hours on Engine

10-Cubic Yard Capacity with Roots 16" Positive Displacement Blower, 1000 Gallons of Water, Mounted on a 2014 Freightliner 114SD, 370hp 4x2 Single Axle Chassis With Allison Automatic Transmission. Equipped with all Standard and Optional Equipment listed:

Standard Equipment:

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Vansco-Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assy. w/1/2" x 35' Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Roots 821-16" Hg. Blower
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights, Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Module Paint, Dupont Imron Elite - Wet on Wet

- #6.** 8" Vacuum Pipe Package
Emergency Flare Kit
· Fire Extinguisher 5 Lbs.

- Water Pump Hour Meter
- PTO Hour Meter
- Vactor 2100 Plus Body Decal - Multi-Colored

Optional Equipment:

- 3" Y-Strainer w/25' Fill Hose
- 180 Degree Rotation, 8 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 600' Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- Debris Body Load Limit Alarm functionally tied to Vacuum Relief
- 6" Butterfly Valve, Rear Door, 3:00 Position
- 6" Knife Valve w/Camloc, Rear Door, 6:00 Position
- Pump Off Ports Only
- Centrifugal Separators
- Folding Pipe Rack, Curbside
- Folding Pipe Rack, Streetside
- Rear Door Splash Shield
- Lube Manifold
- Laminated Lube Chart
- Low Water Light w/Alarm and Water Pump Flow Indicator
- Hot Shift Blower Drive
- Front Joystick Boom Control
- Wireless Controls, including hose reel controls
- Jet Rodder Water System Accumulator
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit/Retract Reel w/1/2" X 50' Hose and Nozzle
- Automatic Hose Level Wind Guide, Indexing
- Digital Hose Footage Counter
- Handgun Hose Reel w/Spring Retract
- Hydraulic Tank Shutoff Valves
- Rodder Pump Drain Valves
- Hand Light w/Bumper Plug
- Worklights (2), LED, Telescoping Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- (4) Long Handle Tool Storage Locations Behind Cab
- Camera System, Front and Rear
- Safety Cone Storage Rack - Post Style
- Door Stripe Material, Reflective Tape
- (1) 8" x 7'-6" Aluminum Vacuum Tube
- (1) 8" Quick Clamp Assembly
- Whelen LED Safety Light Package to include Arrowstick, Light Bar, Corner Strobes

Unit Price:.....	\$ 366,438.00
3% NJPA Price Discount:	<u>\$ 10,993.14</u>
Subtotal.....	\$ 355,444.86
5% Demo Discount:	<u>\$ 17,772.24</u>
Subtotal:.....	\$ 337,672.62
Sales Tax: (9.0%)	\$ 30,390.54

TOTAL UNIT PRICE, FOB: COMPTON, CA: \$368,063.16

Other items that may be desired:

Envirosite Inspection Camera (as demonstrated)	\$ 15,200.00
Tax:.....	\$ 1368.00
Total:.....	\$ 16,568.00

KEG Nozzle Kit (as demonstrated) – 8" Clear Vacuum tube:.....	\$ 3,500.00
Tax:.....	\$ 315.00
Total:.....	\$ 3815.00

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good until 60 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: September, 2013TERMS: Net 30

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY

ACCEPTED BY: _____

BY: Matt Muinch

DATE: _____

Matt Muinch
Sales Representative





RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HAAKER EQUIPMENT COMPANY FOR THE PURCHASE OF A NEW VACTOR 2100 PLUS SEWER TRUCK

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

9/4/2014 4:22:22 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/18/2014 12:42:17 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/10/2014 9:00:08 AM
DATE

Johnny Ford
CITY MANAGER

9/14/2014 5:34:59 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 23, 2014

TO: MAYOR AND CITY COUNCIL

FROM: ALITA GODWIN, CITY CLERK

SUBJECT: BOARDS AND COMMISSIONS APPOINTMENT(S)

The following is a list of Boards/Commissions/Committees that have vacancies.

Beautification Committee

Two (2) Vacancies

Block Club Commission

One (1) Vacancy

Community Relations Commission

Six (6) Vacancies

Disability Commission

Two (2) Vacancies

Employment & Training Commission

Three (3) Vacancies

Oversight Commission

One (1) Vacancy

Planning Commission

One (1) Vacancy

Youth Leadership Council

Three (3) Vacancies

Footnote: Upon the acceptance and removal of the individuals based on staff's recommendation the following commissions will have additional vacancies: Beautification Committee (1), Commission on Aging (1), Public Safety Commission (2) and Youth Leadership Council (1).



The following is a list of commissioners with expired terms as of June 30, 2014.

Block Club Commission

Dorothy Rhone
Travis Watson

Disability Commission

Mary Clark
Betty Dukes

Commission for Women

Flora Brown
Pearl Colbert
Mary Lawson
Mandy McLaughlin
Minnie Sawyer
Joyce Shipman
Delores Williams

Loan Review Board

Theodore Austin – Wells Fargo
Lestean Johnson – New Beginnings
Rolando Marquez – La Quinta Real
Eugene McGuire – Southeast Tow

Personnel Board

Charlene Anderson

The following is a list of residents that are interested in serving on a commission and have submitted an application expressing their desire to be appointed.

Name

Alexander, Gregory
Arroyo, Pablo
Blueford, Gilda
Cannon, Zadie
Davis-Wells, Crystal
Deese, Jackson Beverly
Haymon, Della
Horton-Pope, LeMeika
Johnson, Mildred
McCain, Mariah
Moore, Tammy
Nash, Corey
Sanchez-Boyden, Bruce

Thornton-Thomas, Katrinca
White, Harriett
Wright, Theresa

Commission

Parks & Recreation/Planning
Parks & Recreation/Block Club
Block Club Commission
Oversight/Public Safety/Federal Grants Advisory
Parks & Recreation
Parks & Recreation
Commission on Aging
Planning Commission/Oversight Committee
Beautification Committee
Youth Leadership Council
Commission for Women/Oversight/Personnel
Community Relations Commission
Employment & Training Advisory Committee/
Public Safety/Oversight
Beautification Committee
Community Relations Commission
Community Relations Commission

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

PUBLIC DOCUMENT

As of September 16, 2014

BOARDS, COMMITTEES AND COMMISSIONS

BEAUTIFICATION COMMITTEE (11)

(Marvin Hunt)

Allen, LaTerrea	03-04-14	6-30-18
Conley, Paulette	05-02-06	6-30-16
Earl, Janet	06-06-06	6-30-17
Holbrook, Dolores	06-27-06	6-30-17
Hollis, La Florence	06-06-06	6-30-17
Pearsall-Reeder, JoAnne	03-03-09	6-30-17
Smith, Aina	05-23-06	6-30-16
Smith, Joel	06-06-06	6-30-17
Reed, Dwayne	05-02-06	6-30-16

Vacant (1 new term and 1 term ending 6-30-15)

BLOCK CLUB COMMISSION (9)

(Carl Houston/Pat Sweet)

Adams-Edwards, Susan	07-27-10	6-30-16
Carrillo, Roberto	02-07-95	6-30-15
Hefflin, Donna	03-04-14	6-30-18
Lewis, Keahna	03-04-14	6-30-18
Pitts, Gregory Jr.	04-08-14	6-30-18
Rhone, Dorothy	03-19-02	6-30-14
Ruiz, Juan	03-04-14	6-30-18
Watson, Travis	02-17-09	6-30-14

Vacant (1 unexpired term ending 6-30-18)

COMMISSION ON AGING (5)

(Marvin Hunt)

Clemmons, Erma J.	11-06-07	6-30-15
Dickerson, Evelyn	01-19-10	6-30-16
Diggs, Earlene	09-21-10	6-30-16
Thompson, Barbara	12-03-02	6-30-16
Williams, Etta	04-08-14	6-30-18

COMMUNITY RELATIONS COMMISSION(9)

(Kelly Montgomery)

Dobson, Lanetta	04-08-14	6-30-18
Morales Joanna	04-08-14	6-30-18
Reynaga, Cristian	04-08-14	6-30-18

Vacant (6)

COMPTON COMMISSION FOR WOMEN (15)

(Tana McCoy)

Brown, Flora	05-09-06	6-30-14
Colbert, Pearl	05-09-06	6-30-14
Dairy, Pearl	03-09-99	6-30-15
Dawson, Margaret	03-04-14	6-30-18
Haynes, Felicia	09-20-11	6-30-15
Lawson, Mary	02-01-94	6-30-14
McLaughlin, Mandy	05-02-06	6-30-14
McNair, Theresa	09-20-11	6-30-15
Oliver, Veronica	03-04-14	6-30-18
Sawyer, Minnie	05-02-06	6-30-14
Scott, Octavia	09-08-98	6-30-16
Shipman, Joyce	05-09-06	6-30-14
Ward, Debra	04-08-14	6-30-18
Watkins, Andria	09-20-11	6-30-15
Williams, Delores L	03-03-09	6-30-14



DISABILITY COMMISSION (9)

(Marvin Hunt)

Childers, Patsy E.	07-23-96	6-30-15
Clark, Mary E.	03-12-02	6-30-14
Dukes, Betty	03-12-02	6-30-14
Hood, David	09-21-99	6-30-17
Osborne, Brandie	03-04-14	6-30-18
Roshon, Evelyn	09-21-99	6-30-17
Williams, Michael	07-23-96	6-30-16
Vacant (2-new terms)		

EMPLOYMENT & TRAINING ADVISORY COUNCIL (7)

(Kim McKenzie)

Coleman, Jocelyn	03-04-14	6-30-18
Hayden, Aleah	03-04-14	6-30-18
Oliver, Darrin	03-04-14	6-30-18
Smith, James	03-04-14	6-30-18
Vacant (3)		

FEDERAL GRANTS ADVISORY BOARD (9)

(Renea Ferrell)

Bragg, Kymberly Craven	03-03-09	6-30-17
Burrell, Angela	09-20-11	6-30-15
Darden, Lillie	03-04-14	6-30-18
Gamble, Cassandra	11-06-07	6-30-15
Ganter, LaTanya	02-17-09	6-30-17
Godoy, Mary	03-21-95	6-30-15
Hargraves, Peter	02-21-95	6-30-15
Jennings, Henry	12-12-00	6-30-16
Postelle, Brenda	10-19-04	6-30-16

LOAN REVIEW BOARD (5)

(Robert Degadillo)

G. Harold Duffey - City Manager	No. Exp.	
Austin, Theodore- Wells Fargo	04-26-05	6-30-14
Johnson, Lestean - New Beginnings	03-03-09	6-30-14
Marquez, Rolando – La Quinta Real	04-26-05	6-30-13
McGuire, Eugene – Southeast Tow	04-05-05	6-30-14

OVERSIGHT COMMITTEE (5)

(Johnny Ford)

Edwards, Mary	03-04-14	6-30-18
Parker, Callie	03-04-14	6-30-18
Shandell, Irene	03-04-14	6-30-18
Terry, Ulysses	07-18-06	6-30-16
Vacant (1 new term)		

PARKS AND RECREATION COMMISSION (5)

(George Penn)

Carlos, Tomas	09-20-11	6-30-15
Hefflin David	03-04-14	6-30-18
Keyes, Barbra	09-20-11	6-30-15
King, Corinth	04-08-14	6-30-15
McAllister, Michael	11-06-07	6-30-15

PERSONNEL BOARD (5)

(Vacant)

Anderson, Charlene	07-20-10	6-30-14
Clark, Douglas	07-20-10	6-30-17
Duhart, Hartsell	10-08-13	6-30-17
Green, LoWanda	10-08-13	6-30-17
Hayward, Ieesha	09-20-11	6-30-17

<u>PLANNING COMMISSION (5)</u>	<i>(Robert Degadillo)</i>	
Atkinson, Elizabeth	09-20-11	6-30-15
Gardner, Kinikia	03-04-14	6-30-18
Hays James Jr.	03-04-14	6-30-18
Wright-Green, Juanita	09-09-03	6-30-15
Vacant (1 new term)		

<u>PUBLIC SAFETY COMMISSION (7)</u>	<i>(City Manager/ACM/Fire/Building/Daryl Grimes)</i>	
Johnson, Thomasina	03-04-14	6-30-18
Knox, James	04-08-14	6-30-18
Pickens, Georgena	03-04-14	6-30-18
Ray, Robert	03-04-14	6-30-18
Reed, Jon Sr.	03-04-14	6-30-18
Simpson, Patricia	03-04-14	6-30-18
Taylor, Randy	03-04-14	6-30-18

<u>RESIDENT ADVISORY BOARD (5)</u>	<i>(Del Green)</i>	
Brown, Claudia		
Hayes, Frances		
Hobbs, Fred		
Wilson, Addie		

<u>YOUTH LEADERSHIP COUNCIL (5)</u>	<i>(Vacant)</i>	
Benham, Cachet	04-08-14	6-30-16
Jackson, Maiki	04-08-14	6-30-16
Vacant (3)		

QUALIFICATIONS FOR ALL BOARDS/COMMISSIONS:
A RESIDENT OF COMPTON

September 23, 2014

TO: MAYOR AND CITY COUNCIL
FROM: ALITA L. GODWIN, CMC – CITY CLERK
SUBJECT: ACCEPTANCE OF COMMISSIONER’S RESIGNATION

The following Commissioner’s no longer wish to serve:

<u>Name</u>	<u>Commission</u>
Benham, Cachet (undeliverable mail address)	Youth Leadership Council
Conley, Paulette (non-attendance for 2 years)	Beautification Committee
Dickerson, Evelyn	Commission on Aging
Johnson, Thomasina (declined appointment)	Public Safety Commission
Simpson, Patricia (declined appointment)	Public Safety Commission

It is hereby requested that the City Council remove the above listed commissioners and appoint interested citizens to the various commissions.

ALITA L. GODWIN, CMC
CITY CLERK

September 23, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: GEORGE J. 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 TGIS CATERING SERVICES, INC. TO MANAGE CATERING
SERVICES FOR THE DOUGLAS F. DOLLARHIDE COMMUNITY
CENTER**

SUMMARY

This resolution authorizes the City Manager to enter into a three (3) year contract with TGIS Catering Services, Inc. to manage and provide exclusive catering and concession services for the Compton Community Center.

BACKGROUND

The Compton Community Center is a 30,000 sq. feet multipurpose facility that will facilitate recreation programs and activities for youth, adults and seniors. Along with offering recreation programs for the community, the center will also host an array of community gathering, business meetings, private rentals and special events. To facilitate these activities, the Community Center offers several small meeting rooms, two (2) outdoor terrace areas, and a 10,000 sq. feet banquet room with the capacity to host 350 participants seated and over 600 participants' auditorium style.

In January 2014, the City Manager directed staff to negotiate the process to recruit for a professional catering service to provide catering and concession services for the Compton Community Center. The contract will consist of a three (3) year term and will commence on October 1, 2014 and end on September 30, 2017. Catering contract will include the exclusive right and privilege to provide catering and concession services in the Douglas F. Dollarhide Community Center, in those areas thereof designated as Concession Area. Concession Services are limited to private functions for profit consisting of weddings, wedding receptions, business meetings, conferences, educational and training uses, trade shows, exhibition of products, lunches, dinners, banquets, parties and such other private uses for profit as approved by the City in writing. Concession services will include development of menu pricing plans especially one that will ensure a \$10 Senior meal rate for all special programs at the Douglas Dollarhide Community Center. Concessionaire will also acknowledge that the following Senior approved social clubs will have permission to bring in pot luck food items for their weekly club meetings. The following represents all Senior clubs registered at the Douglas F. Dollarhide Community Center: Latino Club, Tragniew West Club, Friendship

**Staff Report – Resolution Authorizing 3-Year Catering/
Concessions Contract – TGIS Catering Services, Inc.
September 23, 2014, page 2**

Club, Wilson Club, Leisure Lifestyles Club, Henry Herriford Club, Red Hatters Club, Music & Drama Club, Fifty-Fifty Club, Golden Swingers Club, and Braille Club.

Staff immediately created and released a Request For Proposal (RFP Exhibit A) and began advertisement on the City's website, Compton Bulletin Newspaper, as well as personally contacting several local and non-local vendors.

STATEMENT OF ISSUE

On April 3, 2014, the Request For Proposals to provide exclusive catering services at the Center was issued to the public. Staff also personally contacted over fifteen (15) prospective vendors to inform them of the catering opportunity. On April 12, 2014, the City Clerk received proposals from two catering firms: TGIS Catering and Choura Event Catering. The proposals were then evaluated by a team of City staff led by the Parks & Recreation Department Director. Evaluation summary highlights for both catering companies are as follows:

TGIS Catering – TGIS Catering has been in business for over twenty years. They operate a 10,000 square foot warehouse facility and kitchen in the City of Long Beach. They are the exclusive caterer at the Center at Sycamore Plaza in the City of Lakewood as well as the Betty Reckas Cultural Center, Palos Verdes Art Center, and the Museum of Latin American Art. TGIS employs a full staff of chefs, warehouse personnel, event managers, as well as the owners who are responsible for all marketing components. Some of the marketing components listed were an Open House Event for the Compton Community Center, internet marketing, TGIS website, mass email marketing, newsletters and magazines, word of mouth and a monthly Chef's Table used to promote the Center and its food to potential clients. During the site tour and tasting, staff was very impressed with the presentation and quality of their food, and ability to provide flexibility in their menu choices. TGIS impressed the evaluation team when they expressed a commitment to partner with local vendors as well as hiring local residents on their catering services team.

Choura Event Catering - Choura Event Catering is a full-service event and venue management company. They currently manage the Grand Ballroom in Long Beach, Carson Community Center, All Souls Mortuary and Boys & Girls Club of Long Beach. Choura has a 41 year track record of community involvement and draws a large range of clients from Los Angeles, South Bay, Long Beach, and Orange County. They believe the event marketplace is shifting and the trend of large banquet style events are drastically changing. So their marketing plan would consist of social media advertising, mailings, web-sites, e-newsletters, and promotional events.

**Staff Report – Resolution Authorizing 3-Year Catering/
Concessions Contract – TGIS Catering Services, Inc.
September 23, 2014, page 3**

The site tour was conducted at the Grand Ballroom in Long Beach. The evaluation team was impressed with Choura's extensive experience and management in this field.

Evaluation Process

An evaluation team of City staff was organized in order to facilitate the selection procedure for the two companies that submitted proposals. The evaluation process consisted of completing two separate phases: interview, and site tour and food tasting.

On Wednesday, April 16, 2014, the evaluation committee conducted interviews for both proposers. Choura Events and TGIS Catering were present and participated by answering a series of interview questions (Exhibit B). Both proposers were asked the same questions and their answers were evaluated and graded by each evaluation team member (Exhibit C).

FISCAL IMPACT

There will be no impact to the general fund. TGIS Catering will pay to the City by the 15th day of each month a sum of 20 percent (20%) for all food and beverage items sold at the Compton Community Center.

RECOMMENDATION

Staff recommends to the City Council to accept the proposal and authorize the City Manager to enter into a five (3) year contract with TGIS Catering Services, Inc. to provide exclusive catering and concession services at the Compton Community Center.

**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 TGIS CATERING TO MANAGE CATERING SERVICES FOR THE DOUGLAS F. DOLLARHIDE COMMUNITY CENTER

WHEREAS, the Douglas F. Dollarhide Community Center is a 30,000 sq. feet multipurpose facility that will facilitate recreation programs and activities for youth, adults and seniors; and

WHEREAS, the center will also host an array of community gathering, business meetings, private rentals, and special events; and

WHEREAS, the Community Center offers several small meeting rooms, two outdoor terrace areas, and a 10,000 sq. feet banquet room; and

WHEREAS, On April 3, 2014, Request for Proposals (RFP) were released to the public for exclusive catering services at the Douglas F. Dollarhide Community Center; and

WHEREAS, On April 12, 2014, the City Clerk received proposals from two catering firms: TGIS Catering and Choura Event Catering; and

WHEREAS, an evaluation team of City staff was organized in order to facilitate the selection procedure and determined that TGIS Catering to be the most qualified and experienced firm to manage the catering services at the Douglas F. Dollarhide Community Center; and

WHEREAS, TGIS Catering will pay a sum of 20 percent for all food and beverage sold at the Douglas F. Dollarhide Community Center to the City by the 15th day of each month thereafter.

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

SECTION 1. That the proposal/bid submitted by TGIS Catering Services, Inc. is hereby accepted and all other proposals/bids are rejected.

SECTION 2. That the City Manager, with the approval of the City Attorney, is hereby authorized to enter into a three (3) year services agreement with TGIS Catering Services, Inc. to manage and provide exclusive catering and concession services at the Douglas F. Dollarhide Community Center.

SECTION 3. That the contract with TGIS Catering Services, Inc. shall be for a term of three (3) years, commencing on October 1, 2014 and ending on September 30, 2017. At the option of the City and TGIS Catering Services, Inc. the agreement may be renewed or extended for up to two (2) one (1) year terms.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, Parks and Recreation and the City Clerk.

Resolution No. _____
Page 2

SECTION 5. 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:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**CATERING AND
CONCESSION
SERVICES
AGREEMENT
BETWEEN
TGIS CATERING
SERVICES, INC.
AND
CITY OF COMPTON**

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**CATERING AND CONCESSION SERVICES AGREEMENT
BETWEEN
TGIS CATERING SERVICES, INC.
AND
CITY OF COMPTON**

This **AGREEMENT** 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 **TGIS CATERING SERVICES, INC.** (hereinafter referred to as "**CONCESSIONAIRE**"), 2950 North Airport Lane, Long Beach, California 90806.

RECITALS:

WHEREAS, the City is has determined that there is a need to employ the services of a qualified and experienced catering services provider to manage and provide long-term catering and concession services at the Douglas F. Dollarhide Community Center; and

WHEREAS, Concessionaire (TGIS Catering Services, Inc.) 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 gave approval to award a three (3) year contract to the Concessionaire to provide exclusive catering and concession services for the Douglas F. Dollarhide Community Center; and

WHEREAS, Concessionaire is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT:

1. Term of Agreement. The term of this Agreement shall be three (3) years, commencing on the 1st day of October, 2014 and expiring on the 30th day of September, 2017. At the option of the City and with the consent of the Concessionaire, this Agreement may be renewed or extended for up to two (2) one (1) year terms. At least six (6) months prior to the expiration of this Agreement, the parties shall meet to discuss and decide the possible renewal or extension of this Agreement pursuant to this paragraph. The parties shall confer in good faith in efforts to reach an agreement as to the terms of any renewal or extension period prior to the expiration of this Agreement. Absent mutual agreement by the parties by of before the expiration of this Agreement, this Agreement shall expire at the conclusion of the then-existing term.

2 Concession. Except as otherwise provided herein, the City grants to Concessionaire the following:

A. The exclusive right and privilege to provide catering and concession

services at the Douglas F. Dollarhide Community Center, in those areas thereof designated as Concession Areas on Attachment "A" (Diagram of Douglas F. Dollarhide Community Center), which is attached hereto and incorporated herein by reference.

(1) "Concession Services" as used in this Agreement are limited to private functions for profit consisting of weddings, wedding receptions, business meetings, conferences, educational and training uses, trade shows, exhibition of products, lunches, dinners, banquets, parties and such other private uses for profit as approved by the City in writing. "Private" as used herein means those uses by individual persons, businesses or organizations where the general public is excluded from attendance except where otherwise authorized by the City in writing. "Profit" as used herein means those concession services that are booked, provided or serviced by the Concessionaire for a profit as provided for and subject to the terms and provisions of this Agreement.

(2) "Catering Services" as used in this Agreement is defined and limited to the booking, providing, delivery, and servicing at sites other than the Douglas F. Dollarhide Community Center of food, beverages, beer, wine and liquor, subject to ABC approval, along with furnishings and equipment, owned by the Concessionaire, where the foregoing are booked or prepared, and delivered from, or stored, or maintained, or originate from the Douglas F. Dollarhide Community Center.

B. Concessionaire shall have the exclusive use of Room 212, provided the same is used only as an office for the administration of the catering and concession services herein, which room shall be the only room at the Douglas F. Dollarhide Community Center used by Concessionaire for office purposes.

3. The Douglas F. Dollarhide Community Center. Concessionaire acknowledges that the Douglas F. Dollarhide Community Center is a public facility owned, maintained and operated by the City, for public use and purposes and that the facility was designed primarily as a multi-use governmental and recreational facility. Concessionaire further acknowledges that the City, in the design and development of the Douglas F. Dollarhide Community Center, intended to establish thereon and intends to maintain thereon a facility open to public use for meetings, conferences, banquets, entertainment, music and cultural purposes, as well as educational and recreational uses and City business. Notwithstanding any exclusive catering and concession rights and privileges given to Concessionaire at the Douglas F. Dollarhide Community Center, pursuant to the terms and provisions of this Agreement, said rights and privileges are subordinate to the public use of the Douglas F. Dollarhide Community Center, including the Concession Areas designated on Attachment "A," except as hereinafter provided with this limitation, City agrees that Concessionaire has the exclusive right to the use of the Concession Areas and facilities and that it will not enter into any contract, agreement, engagement, permit, license or authorization with anyone else to use the Concession Areas for catering or concession services as heretofore defined.

Concessionaire further acknowledges that certain City-recognized Senior Citizen Clubs are authorized by the City to conduct meetings and events at the Douglas F. Dollarhide Community Center and that those City-recognized Clubs are allowed to bring and serve their own food products and beverages during their meetings and events without charge from Concessionaire.

The Concessionaire will refer to the current listing of City-recognized Senior Citizen Clubs which will be provided and maintained by the City.

4. Scope of Services Provided By Concessionaire.

A. It is the City's clear and specific intent that the Concessionaire provide the full range of services contemplated in the Agreement. Concentration by the Concessionaire in one area of service, to the detriment or exclusion of another, will not be acceptable. In summary, the Concessionaire must be prepared to provide excellent products and services in keeping with the City's reputation and high level of service to the public. This concession has been granted to Concessionaire based upon Concessionaire's general reputation in the community for excellent service. All persons serving Concessionaire in connection with this Agreement shall be under the control and jurisdiction of the Concessionaire unless authorized otherwise by the City in writing.

B. Concessionaire shall supply and have ready for sale all products in sufficient quantity and shall maintain adequate personnel and equipment for the efficient service of its customers at all times, and shall operate at such hours of day and night as required.

C. Concessionaire shall employ its best judgment, efforts, and abilities in a manner calculated to produce the maximum practical volume of sales and transactions obtainable. The City acknowledges and fully understands the business and profit motive which is the basis for the Concessionaire's operation. The City must nonetheless ensure that the levels of service, and the charges associated therewith, are adequate and reasonable and meet the requirements of the patrons, events and activities of the premises. The City reserves the general right to reasonably determine the levels of service to be provided.

D. Concessionaire shall work with the City to maintain a strong marketing program to promote and advertise the Douglas F. Dollarhide Community Center and the catering services therein, in an effort to increase customers and sales. At least once every six (6) months, the City and Concessionaire shall meet to review the marketing program to discuss changes and improvements to the program, if needed. The City shall have the right to approve actual Concessionaire marketing items, costs and content prior to distribution.

E. Concessionaire shall provide all personnel, material and equipment necessary to carry out the terms and provisions of this Agreement that are not provided by City.

5. Scope of Services Provided by City.

A. During the term of this Agreement, the City shall provide and maintain, for the use of the Concessionaire as well as its own use, all of the tables, carts, stacking chairs, dollies and hand trucks, as well as other equipment necessary to maintain, stack, store and make available the banquet stacking chairs now on the premises (an inventory of City equipment is listed in Attachment "B", which is attached hereto and incorporated herein by this reference). During the term of this Agreement, the City shall also provide for the following at the Douglas F. Dollarhide Community Center: natural gas, water, electricity, refuse removal, custodial and building maintenance and pest control. The City also upgrades its computer

#11.

systems in a timely manner and provides first-rate IT support on-site to the Concessionaire for all City owned computer systems as identified in Section 11G.

B. In addition to the foregoing property and services, the City shall have the exclusive right to provide any telecommunications, audio visual, visual display, lighting and P.A. equipment and services. City has available at the Douglas F. Dollarhide Community Center certain equipment, both portable and fixed, whereby television communications, audio and visual projections and displays, lighting and sound effects may be provided in connection with catering or concession services. Concessionaire agrees that it will not provide or authorize any person to bring on the premises telecommunication, audio visual equipment, lighting equipment, TV equipment, slides or projectors or P.A. systems without the written consent of the City. Concessionaire agrees that if any customer desires to use or have the use of such equipment in connection with any event, the customer shall be referred to the City for the exercise by the City, at its option, of providing such equipment or service under its direction and with its personnel. Any charge the City shall impose for said service shall belong to the City and the Concessionaire shall not charge or receive any consideration for the same. Nothing herein contained shall be deemed to require the City to provide any of the aforementioned services or equipment in connection with any catering or concession services provided by the Concessionaire, it being acknowledged that the aforementioned equipment and trained City personnel to operate the same has been acquired and maintained for the general public use and benefit and that this public use and benefit is primary. The City further reserves the right in its sole discretion to elect at any time not to provide any or all of the aforementioned equipment or personnel in connection with any concession or catering agreement. If the City should elect not to provide in whole or in part any of the aforementioned equipment or services, the Concessionaire may not provide any of the aforementioned equipment or services or authorize anyone else to provide any of the aforementioned equipment or services except upon the written approval of the City which will not be unreasonably withheld.

6. Quality of Products and Services. In the course of discharging its responsibilities under the terms of this Agreement, Concessionaire shall, at all times, ensure maintenance of the highest standards of quality in both the products offered for sale and in the services provided.

A. Concessionaire shall offer for sale only foods and non-alcoholic and alcoholic beverages of such quality as judged reasonably acceptable by City. All products shall be appealing in appearance. City shall have the right, at all times when employees or representatives of Concessionaire are present, and whether the concession premises are in operation or not, to inspect products to be sold by Concessionaire, and approve or reject them if they do not meet the requirements of the contract. In the event the City should reject any product, it shall be immediately removed from the premises.

B. Concessionaire shall furnish prompt, courteous, efficient, inoffensive, and quality service to meet the reasonable demands of the City, and the public and patrons in the Douglas F. Dollarhide Community Center facilities. Concessionaire shall furnish all authorized and/or required services on a fair, equal and nondiscriminatory basis to all patrons. Concessionaire shall not discriminate against anyone because of race, religion, color, sex, age, and national origin or by reason of physical handicap.

C. Concessionaire shall control and be held responsible for the conduct, demeanor and appearance of its officers, agents, employees, and representatives, guests, contractors and others while doing business in, about or adjacent to the premises. Upon reasonable objection from City concerning the conduct, demeanor or appearance of these persons, Concessionaire shall immediately take all actions necessary to remove the cause of the objection.

D. Concessionaire shall conduct its business on the premises in an orderly, cooperative and proper manner so as not to annoy, disturb, disrupt, offend, or otherwise interfere with the ongoing operation of the premises and/or its tenants and patrons.

7. Pricing of Products and Services. The Douglas F. Dollarhide Community Center will serve an extremely divergent range of patrons in a highly competitive market. The imposition of a non-competitive price structure for products and services would be detrimental to the Douglas F. Dollarhide Community Center users, to its reputation, to the potential for future bookings, and ultimately, to the Concessionaire. Therefore, the pricing of the products and services provided by the Concessionaire is of considerable importance to the City.

A. Because of the importance of competitive pricing, Concessionaire agrees to price all food, beverages, goods and services at a rate comparable to the prices of said products and services at other competing banquet and meeting facilities in Los Angeles and Orange Counties. Concessionaire shall provide for the consideration and selection of patrons, a wide range of standard menu items and pricing. All such menus and price lists shall be submitted to the City in writing, for City's approval, which shall not be withheld unreasonably. City shall have ten (10) days to object to any prices proposed by Concessionaire, or said prices shall be deemed approved. In addition, said menus and price lists shall be printed by the Concessionaire at Concessionaire's own expense and made available to prospective patrons of the Douglas F. Dollarhide Community Center facility. City intends that the aforementioned standard menu items be considered as the minimum food and beverage items offered by the Concessionaire. It is not intended to be an all-inclusive listing. The Concessionaire is expected to explore the feasibility and appropriateness of offering additional items, during the term of the Agreement and to plan, promote and conduct special events and activities featuring entertainment and food and beverage service. Menu offerings and pricing in effect during the term of this Agreement shall be attached hereto as Attachment "C" and incorporated herein by this reference.

B. Concessionaire shall provide a discount of ten percent (10%) from its regular menu prices for food purchases by bona fide Compton nonprofit community groups. The Concessionaire will refer to the current listing of bona fide Compton community groups which will be provided and maintained by the City.

8. Booking Policies and Use Priorities.

A. When not in use for City sponsored events, Douglas F. Dollarhide Community Center facilities, as hereinafter described, are available to the Concessionaire for food and beverage bookings.

B. All scheduled catered uses of any Concession Areas shall be entered in records maintained by Concessionaire and retained in the possession of the Concessionaire during the term of this Agreement. Said records shall be available for City inspection at any time during Concessionaire's regular office hours.

C. As set forth previously, City has first right and priority to schedule and use any or all of the Concession Areas except the Concession Office, Room 212.

9. Management.

A. The City Manager or his authorized representative shall represent the City in the administration of any City functions required hereunder and in the supervision of the performance of this Agreement by the Concessionaire. The term "City Manager," as used in this Agreement, shall include and mean his/her authorized representative. The City Council hereby authorizes the City Manager, and the Concessionaire does hereby acknowledge and agree to comply therewith, the power and authority to prepare in writing and to deliver in writing the Concessionaire Rules and Regulations pertaining to the use of the Douglas F. Dollarhide Community Center not inconsistent with the terms and provisions of this Agreement. Any rule and regulation adopted by the City Manager may be amended or revoked by the City Council at any time and the City Council may from time to time adopt additional rules and regulations pertaining to the use and operation of the concession. No rule or regulation shall be enforceable which is inconsistent or contrary to the provisions of this Agreement, and no regulation shall be adopted or be enforceable unless the same relates to the use and operation of the concession and covers a matter not specifically covered under the Agreement. All such rules and regulations shall be reasonably necessary in order to protect the public health, safety and welfare. All such rules and regulations shall be in writing and delivered to the Concessionaire at least ten (10) days in advance of the effective date of said rule or regulation. The Concessionaire shall be bound by such rule and regulation, unless the Concessionaire within said ten (10) days appeals the matter to the City Council for consideration. The decision of the City Council shall be in conformity with the terms and provisions of this Section and shall be final.

B. Concessionaire shall maintain an office in the Douglas F. Dollarhide Community Center, at the place provided by the City (Room 212), which shall be open to the public and staffed by at least one (1) employee with the general intention that the office be opened and staffed during the general operating hours (i.e. Mondays through Fridays, 8:00 a.m. to 8:00 p.m.) of the Douglas F. Dollarhide Community Center. The specific schedule may be modified from time to time in cooperation with City staff. In addition, a Concessionaire management staff designee shall be in the Douglas F. Dollarhide Community Center or on the concession site during all times a catering or concession activity is in operation. Concessionaire shall be responsible for all functions assigned to the management staff herein. The management staff shall be fully acquainted with Concessionaire's operations and contract obligations and shall be authorized by the Concessionaire to act on its behalf and to fulfill all contractual and other obligations in the day-by-day operation of the concession.

10. Cash Deposit. Concessionaire shall maintain a deposit with the City of Compton's Treasurer's Department in the sum of Twenty-Five Thousand Dollars (\$25,000.00) as

security for payments owed City pursuant to Section 13 of this Agreement and for the refund of any advance payment received by the Concessionaire from any customer or person for catering or concession services. Said deposit shall be made in two payments of Twelve Thousand, Two Hundred and Fifty Dollars (\$12,250) each, at the execution of this Agreement and on the effective date of this Agreement. Said deposit shall be maintained and be subject to the following:

A. Upon notice of the failure of Concessionaire to provide to any customer or person any food, facility or service as required by agreement between Concessionaire and said customer or person who has made a deposit for said service, the City shall advise Concessionaire in writing that it will, within five (5) days of delivery of said written notice to the Concessionaire, withdraw from said fund and pay to said customer or person the amount of money set forth in said notice not exceeding the total of said advance payment or deposit. Said notice in addition shall set forth the name and address of the customer or person entitled to said refund, the date that the payment will be made, and the reason for the refund. In refunding any money pursuant to this Section, the City shall exercise reasonable discretion. City agrees that it does not have the right to act on behalf of the Concessionaire to resolve disputes. If the Concessionaire has a dispute with a client, the Concessionaire will be allowed to resolve said disputes utilizing proper legal remedies as provided for in its contract with said customers.

B. The City agrees to deposit said funds in the City's Trust Fund as Concessionaire Customer Deposit Account. The City agrees to credit to this account the City's yield on its investment portfolio each calendar year quarter or such shorter period as the Parties may agree and to pay to Concessionaire within thirty (30) days after the end of each quarter or such shorter period the interest earned on said account. If this Concession Agreement should terminate prior to the end of any quarter; the interest shall be prorated to the date of termination.

C. Concessionaire shall provide monthly reports to the Director of Parks Recreation of all advance deposits and payments received by it from any customer for which concession or catering services are due and owing. Said list shall contain the name and address of the customer or person to whom refund is to be made, a brief description of the services or facilities to be provided and the date the same are to be performed.

D. The City at its own expense shall have the right to audit Concessionaire's books and records upon twenty-four (24) hours notice during regular office hours to determine the status and amount of all advance payments or deposits received by the Concessionaire from any person or customer.

E. Concessionaire agrees to maintain said cash deposit with a balance of not less nor more than Twenty-Five Thousand Dollars (\$25,000.00) and to replenish said fund to so maintain said balance within fifteen (15) days of written notice from the City.

F. Within thirty (30) days after the termination of this Concession Agreement, Concessionaire shall receive from the City in a Cashier's Check the balance of said Twenty-Five Thousand Dollars (\$25,000.00) plus interest to the date of termination remaining after deduction there from any payment made by the City to any customer or person in accordance with the terms and provisions of this Agreement, and after deduction therefrom any amount

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expended by City to place the Concessionaire Area into the same condition as existed as of the commencement of the term of this Concessionaire's occupancy of the Concessionaire Area. On termination, the Concessionaire will provide satisfactory evidence to the City that all obligations of the Concessionaire to any person or customer from whom Concessionaire has received an advance payment or deposit have been performed or the amount of said payment or deposit has been refunded. In lieu of the foregoing, the Concessionaire may authorize the City to pay from said fund any amount Concessionaire owes to any customer or person for food facilities or services that have not been performed.

G. Said advance deposits with City shall not be used to compensate customers for the forfeiture of any deposits as a consequence of any expressed sales contract provision.

11. Consideration. The Concessionaire agrees, in consideration of the exclusive privilege herein granted, to pay to the City for services and products provided, purveyed or prepared at or from the premises, the following consideration, exclusive of sales tax, service charges, gratuities and other use taxes as may be imposed for the term of this Agreement:

A. Twenty percent (20%) of gross sales of alcoholic beverages.

B. Twenty percent (20%) of gross sales of food and non-alcoholic beverages.

C. Twenty percent (20%) of Concessionaire's share of gross sales of any vending machine. No vending machines shall be installed without the written permission of City.

D. Twenty percent (20%) of gross fees for any set up fee and all other products or services not covered in Section 11 A, B & C.

E. The City, at its sole discretion may waive receipt of all or part of the 20% compensation due it in connection with an event or events for which the Concessionaire has provided services. Any such decision to waive collection of any part or all of the 20% compensation due to the City shall be placed in writing and signed by the City Manager or his/her designee.

F. Fifteen percent (15%) of gross sales of any and all off-premises sales of food, non-alcoholic beverages and alcoholic beverages. "Off premises sales" shall include any off-premises service as well as the sales of liquor and food, generated and booked by the Douglas F. Dollarhide Community Center Concessionaire's office at the community facility and where said liquor and food is delivered by Concessionaire for consumption off of the premises.

G. Computer/Information Systems. Concessionaire acknowledges City has purchased and installed computers, printers and software for Concessionaire's use and interconnection with the City employees and officers. On the expiration or termination of this Agreement said equipment shall belong to the City. Furthermore, the Concessionaire shall use this technology to prepare all required and requested reports in a computerized format compatible with the City's software. The Concessionaire further agrees to pay City a monthly fee of Eighty-Five Dollars (\$85.00) per Concessionaire computer connected to the City's computer

network. The Director of Parks & Recreation may adjust this fee annually to be effective on July 1st of each year based on the City's actual prorata cost for the computer network. Concessionaire will be notified in writing of the adjusted fee. Said payment shall reimburse City for its expenses in maintaining its local area computer network. Concessionaire shall pay any charges arising from negligent use on a time and material basis.

12. Room Set-Up. In connection with all events booked by the Concessionaire pursuant to the terms of this Agreement, Concessionaire shall not be responsible to provide all necessary labor for arranging furnishings and "setting up" or "cleaning up" rooms in the Concession Areas where there is no food or beverage service. Concessionaire is responsible to provide all necessary labor for arranging furnishings and "setting up" or "cleaning up" rooms in the Concessionaire Areas where there is contracted food or beverage service. City reserves the right at any time to provide with its own forces, furniture arrangement or "room set-up" in connection with any City or City-sponsored use of the premises or in connection with any City-approved community, charitable or non-profit use of the premises. City acknowledges that the Concessionaire's staff will not be available on a complimentary basis to set up events that have no food or beverage associated with them.

13. Calculation and Remittance of Concession Fees.

A. The determination of gross sales shall be based on the particular item sold and/or service provided or, in certain cases, the method in which such items or services are sold. The City shall have final approval as to the appropriate gross sales category to be utilized in computing the consideration to be paid to it. On request, the City agrees to determine, in advance in writing, the appropriate gross sales category for the Concessionaire's computation of the consideration required to be paid to the City.

B. Concessionaire agrees to pay to City the aforementioned consideration upon sale or delivery and whether products were sold or services or premises provided on cash, credit or other basis.

C. In determining the consideration to be paid to the City, gross sales price of products, services or rental of space charged by the Concessionaire to its customer shall be used, excluding however therefrom all gratuities, service fees, state sales tax and other use taxes paid directly to Concessionaire's employees or to a public agency. In addition, there shall be excluded from the computation of said consideration charges by the Concessionaire to its customer, where the customer pays the entire amount for the purchase, rental, arrangement or other thing, secured by the Concessionaire on behalf of the customer, of items or services such as, but not limited to, tables, chairs, linen, glassware, silverware, flowers, ice carvings, decorations and/or entertainment.

D. The consideration payable by the Concessionaire to the City shall be paid on a monthly basis as the same accrues during the term of this Agreement. All payments shall be made not later than the **15th day of the month** following the accrual of said consideration and shall be paid directly to the City of Compton City Treasurer's Office, 205 South Willowbrook, Compton, California, 90221. In event the 15th falls on a non-business day for the City, such payment shall be due the next working day. Should Concessionaire fail to pay the amount due

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on or before the 15th day of the month following the month said amount accrued, Concessionaire agrees to pay, in addition, interest on the amount due at the rate of twelve percent (12%) per annum, or the maximum legal rate, whichever is less.

E. If the Concessionaire, during a 12-month period should be late more than three (3) working days in payment of the consideration required in Section 11, Concessionaire agrees to pay to City a late payment equivalent to one percent (1%) of the monthly consideration determined due.

F. Concessionaire further authorizes the City to deduct any unpaid monthly consideration payable by Concessionaire to the City under Section 11 from Concessionaire's cash deposit if said consideration is more than three working days past due.

G. Failure to make payments by no later than the 15th day of the month following the accrual of said consideration shall be considered a material breach of the contract.

14. Reporting of Gross Sales and Rental Fees. Concessionaire shall report monthly to the Director of Parks & Recreation Department, all gross sales and rental fees charged or collected by Concessionaire during the preceding month. Said report shall be filed with the Director of the Parks & Recreation Department on or before the 15th day of the month following said sale or rental. In addition to any reasonable requirements imposed by the Director of Parks & Recreation, said report shall include:

A. A monthly summary report detailing gross sales and rental fees, in the form and fashion directed by the Director of the Parks & Recreation Department. Concessionaire shall, in addition, categorize all sales and rentals by type of product or service, (i.e., food, alcoholic beverages, miscellaneous). Concessionaire shall provide City a copy of the final itemized invoices as submitted by Concessionaire to its customers.

15. Off-Site Catering. Concessionaire may only use property owned by it for off-site catering.

16. Breach, Default and Termination of Agreement. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be sooner terminated as follows:

A. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement with no right of cure, ten (10) days following the giving of notice of such breach and intent to terminate by such other party.

B. In addition, the City may terminate this Agreement without cause on thirty (30) days' written notice and Concessionaire may terminate this Agreement without cause on sixty (60) days' written notice.

C. In the event of termination or expiration of this Agreement, Concessionaire shall pay to the City the appropriate consideration for all events and activities where Concessionaire provided services or products prior to the effective date of termination. In

addition, Concessionaire shall refund to patrons any payments received for events which were scheduled following the date of termination or expiration.

17. Additions, Alterations and Improvements. Upon the termination of this Agreement, all changes, alterations, additions, repairs or improvements to or upon said premises by the Concessionaire shall become the property of the City. Any trade fixtures, equipment, and other items brought in or installed within said buildings by Concessionaire, at its sole expense, which do not actually become a part of the buildings, may be removed by the Concessionaire during the term hereof, provided said removal does not damage said premises; and provided further that Concessionaire removes said personal property either by or before the date of termination of this Agreement; and provided further that, if Concessionaire has removed any of the foregoing, Concessionaire shall restore, in substantially the same condition, the interior and any fixtures of said premises which had been heretofore removed or altered for the installation of subsequent fixtures; and provided further that Concessionaire has faithfully performed the conditions and covenants of this Agreement.

18. Records and Books.

A. Concessionaire shall keep true and complete records and accounts of all business and sales transacted on, at or from the premises for a period of three (3) years after expiration or termination of this Agreement. Concessionaire shall keep and preserve all sales slips, computer records, cash register tape readings, sales records, bank records, bank deposit slips and other evidence of gross sales and business transacted during the term of this Agreement.

B. Concessionaire agrees that as a part of said record keeping it shall provide, keep, maintain and use, at its own cost and expense, cash register or electronic equipment, which shall produce a continuous registering tape or permanent printed record for each, all and every sale and business transacted by the Concessionaire and shall maintain said records for a period of at least three (3) years after expiration or termination of this Agreement.

C. The Director of the Parks & Recreation Department, or any other City officer or employee, as authorized by the City Manager, shall have the right, at any time and from time to time, to audit all of the records of account, bank statements, documents, records, returns, papers, files and cash register tapes of the Concessionaire relating to gross sales and business transacted at the premises; and, on request by City, as aforementioned, Concessionaire shall make all such materials available for examination at the office of the City or at Concessionaire's place of business. If the City should have an audit made for any portion of the term of this Agreement and the gross sales and business transacted shown by the Concessionaire's statement for such period should be found to be understated by more than five percent (5%), Concessionaire shall immediately pay to the City the cost of such audit as well as the additional consideration payable by Concessionaire to City; otherwise, the cost of such audit shall be paid by the City. City's right to have such an audit made with respect to any portion of the term of this agreement shall expire three (3) years after the termination or expiration of this Agreement. The right of audit and inspection hereunder shall include the right to audit or inspect sales tax returns.

19. Use of Premises. Concessionaire agrees that these premises shall be used by Concessionaire solely for THE PUBLIC PURPOSE OF MAINTAINING AND OPERATING FOOD AND BEVERAGE SERVICES approved in writing by the City.

A. Concessionaire agrees not to use or keep on the premises any article which the City or insurance companies may deem EXTRA HAZARDOUS, or which increases the rate of insurance.

B. City shall provide, and pay all charges for, electricity, gas, heat, air conditioning, sewer, and hot and cold domestic water services to the concession premises to the extent that such utilities are reasonably required during the duration of the contract, and are available as of the effective date of the contract. Concessionaire shall, at its sole expense, obtain and pay for all necessary telephone equipment and services.

C. Concessionaire agrees to pay and discharge all LIENS AND OBLIGATIONS of any nature and kind whatsoever which shall attach to, or be imposed upon, said premises when created or incurred by said Concessionaire.

D. Concessionaire shall not do anything on the premises that will cause damage to the buildings, structures or improvements. Concessionaire shall not make changes, alterations, additions, repairs or improvements to or upon said premises without written permission of the City. Concessionaire shall not install or operate any machinery, apparatus or appliance that will in any manner damage the premises or cause a public nuisance.

E. Concessionaire shall comply with all laws concerning the premises, or the Concessionaire's use of the premises. Concessionaire shall not use the premises in any manner that will constitute a waste, nuisance, or unreasonable annoyance, including without limitation, the use of loudspeakers or sound, or light apparatus that can be seen or heard outside the premises to the reasonable annoyance of the owners or occupants of adjacent properties, or to the City.

F. The City shall have the right, at all reasonable times, to enter the premises for the purpose of determining compliance with this Agreement; for the purpose of inspecting or repairing said premises; for any other reasonable purpose in the protection of the property of the City; or in securing compliance with the provisions of this Agreement. Such entry may be made without the knowledge or consent of the Concessionaire and may be conducted in the exercise of reasonable discretion at times when said concession is not in operation provided City within twenty-four (24) hours, when at all possible, has filed with Concessionaire a written report of the same.

G. Concessionaire acknowledges that use of the premises shall at all times be in a manner commensurate with and appropriate with the public use of publicly owned property. Concessionaire shall not authorize, allow or tolerate any use of said premises for any unlawful or illegal purpose. In addition, Concessionaire agrees not to allow or authorize the use of said premises wherein any loud or offensive conduct, or use thereof, is or may be detrimental or annoying to the general public utilizing said facilities or adjoining premises or facilities. Concessionaire further agrees that it will immediately, upon demand of the City Manager or any

law enforcement officer, close said facility and order all persons, other than City officers and employees or its employees, from said premises in the event of the occurrence of any event or activity deemed by the City Manager or any law enforcement officer, to be illegal, in violation of state law, in violation of any local ordinance, or which is being conducted in a loud, or obscene, boisterous, raucous or offensive manner so as to be offensive to the public or constitute a nuisance. Concessionaire further agrees to abide by any order or direction of the City Manager or any law enforcement officer, requesting, demanding, ordering or directing the termination of the use of said premises and the vacation thereof, forthwith, by all persons other than City officers and employees or Concessionaire and employees. Failure of Concessionaire to cooperate with City in the enforcement of this provision shall be a material breach of this Agreement.

20. City Kitchen Equipment. The City owns all Kitchen Equipment at the Douglas F. Dollarhide Community Center. The City shall replace or repair the City owned items which need to be replaced or repaired due to normal wear-and-tear. Concessionaire shall reimburse the City for the cost of repairing or replacing the City owned items which need to be replaced or repaired due to improper maintenance or misuse, within 30 days of invoicing by the City. Concessionaire shall exercise all reasonable care in its use of City-owned property or equipment, and shall notify the City promptly of any items which need to be replaced or repaired, whether or not due to normal wear-and-tear.

21. Signs.

A. Concessionaire shall not erect, construct or place any signs or advertisements pertaining to its concession rights and operations in or on any portion of the premises without the express written permission of the City. Prior to the erection, construction or placing of any signs or advertising matter upon the concession premises, Concessionaire shall submit to the City, for its approval in writing, the drawings, sketches, design, dimensions, type and character of the sign or advertising matter. Any conditions, restrictions or limitations with respect to the use of these signs, stated by the City in its written approval, shall become conditions of the contract as if specifically set forth herein.

B. The City may from time to time modify or change its signs, its signing policy or signs of identification. In that event the City agrees to consult with the Concessionaire on a timely basis so that Concessionaire can contribute to and discuss with the City any future signing, changes, or modification thereof.

22. Upkeep and Maintenance of Concession Premises and Equipment.

A. The concession premises and all equipment and materials used by Concessionaire shall be maintained in a clean and sanitary condition, free from rubbish, refuse, food scraps, garbage, dust, dirt, offensive or unclean materials, roaches and other insects, rodents and vermin, in accordance with the best sanitary practices, and in full compliance with all applicable Los Angeles County Health Department regulations.

B. Concessionaire shall utilize only leak proof containers when transporting liquids in, about, or around the premises. Concessionaire shall immediately clean up and dry any surface onto which liquids have spilled and shall use their best efforts to prevent additional

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spillage. In addition, following any catered event, Concessionaire shall evaluate all floor surfaces and spot clean any areas as needed.

C. All food service materials, including, but not limited to, china, glassware, flatware, containers, and other such enclosures used to contain individual food or beverage portions, shall be clean and stored so as to be protected from dust, dirt, roaches and other insects, rodents, vermin, and from unsanitary handling and unclean materials.

D. Concessionaire shall, during and immediately following each event, remove from the concession premises all rubbish, refuse, food scraps, and garbage to a location specified by the City for refuse storage and pickup. City shall arrange and pay for the removal and disposal of such refuse from the specified storage area.

E. City shall provide, at its cost and expense, pest control service for the extermination of specified insects and other pests from the concession premises. Concessionaire shall provide and allow complete access to the premises as required by the schedule for extermination services.

F. Concessionaire shall not do, nor permit to be done, anything that may unreasonably interfere with the effectiveness of air-conditioning systems within the concession premises or elsewhere in the facilities. Concessionaire shall not obstruct, or cause to be obstructed, any portion of the sidewalks, loading docks, entries, passageways, vestibules, halls, elevators, or other ways of access to the premises for any purpose other than the immediate ingress, egress, loading or unloading to or from the premises.

G. Except as provided heretofore, City, at its own cost and in its discretion, shall maintain in good condition and repair the Douglas F. Dollarhide Community Center, including the concession premises. The City shall maintain and repair the structural part of the premises consisting of the foundation bearing and exterior walls, glass and doors, flooring, sub-flooring, roof, electrical, plumbing and sewage systems including without limitation the Concession Areas, the Non-Concession Areas and other portions of the Douglas F. Dollarhide Community Center as well as all personal property including tables, chairs, dollies and racks used by the Concessionaire. The City has the right to restrict Concessionaire's use of the facility when maintenance, repair or project work needs to be conducted. When at all possible, the City will provide adequate advanced notice of said maintenance and repair schedules. If appropriate, the City will adjust the concession section of this Agreement during the project.

H. Concessionaire agrees not to clean or wash down equipment anywhere on the balcony areas. In addition, the kitchen floor may not be cleaned using a hose or any other method where the water/liquid is not able to be contained.

I. Concessionaire agrees to not use any part of the balcony as a storage area or equipment except briefly and temporarily.

23. Concessionaire Employees.

A. Concessionaire employees shall be admitted to the premises in accordance

with rules and regulations established by the City Manager.

B. Concessionaire agrees to employ only responsible persons who are mentally competent and able to verbally communicate effectively to the general public. Concessionaire shall not, during the term of this Agreement, employ any child or labor in violation of the provisions of the laws of the state of California. In the event the City Manager should deem any person employed by the Concessionaire as being incompetent or guilty of conduct inimical to the general welfare of the public or unsuited for the proper maintenance of such premises, in serving and meeting the demands of the general public, Concessionaire shall immediately remove such person from the premises.

C. Employees of the Concessionaire shall, at all times, be neatly and cleanly uniformed. The City shall approve the style and colors of uniforms for employees.

D. Concessionaire shall train and closely supervise all employees so that they are aware of and continually practice high standards of cleanliness, courtesy and service. Concessionaire will provide an adequate number of personnel to the facility to properly serve and attend to the patrons.

E. Concessionaire shall not in any employment practice discriminate against any person by reason of religion, race, color, sex, age or handicap.

F. All employees shall be promptly paid for services rendered in the time and manner required by law and payment shall be made by check or draft. If for any reason an employee should be compensated in cash, a receipt shall be obtained from the employee for such compensation.

G. As and where required by law or labor agreement, Concessionaire shall deduct from the salary or compensation paid to an employee withholding for taxes, health, or pension or other benefits and shall account to the City or employee upon reasonable demand as to the amounts so withheld.

H. Concessionaire where required by law shall provide Workers' Compensation Insurance covering each employee.

I. Concessionaire shall provide and regularly schedule employees to help its clients with their set-up and special needs upon their arrival on the site for and during concession services.

24. Permits and Licenses.

A. Concessionaire and its employees shall, at their sole cost and expense, comply with the requirements of all City, County, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the concession premises, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the use of the concession premises, all City ordinances and State and Federal statutes now in force, or which may hereafter be in force.

B. The licenses and permits to be secured and maintained in current standing by Concessionaire and/or Concessionaire's employees shall include, but not be limited to:

- (1) City of Compton business license;
 - (2) County of Los Angeles Health Department permit for a food and beverage operation;
 - (3) County of Los Angeles Health Department food handler permits;
 - (4) California State Alcoholic Beverage Control Board liquor license;
- and
- (5) California State Board of Equalization sellers permit.

25. Insurance Requirements.

A. General Insurance Requirements. Without limiting the Concessionaire's indemnification of the City, Concessionaire shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments or extensions thereto, 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 Concessionaire or Concessionaire'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 the Concessionaire to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.*** City, at its sole option, may obtain damages from Concessionaire resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Concessionaire, City may deduct from sums held by City pursuant to Section 10, any premium costs advanced by the City for such insurance. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

(1) Evidence of Insurance: Prior to commencing services under this Agreement, certificate(s) or other evidence of coverage satisfactory to the City shall be delivered to the City Attorney and Risk Manager. Such certificates or other evidence shall:

- (a) Specifically identify this Agreement;
- (b) Clearly evidence all coverage required in this Agreement;
- (c) Contain express condition that City is to be given written notice by mail at least 30 days in advance of cancellation of all policies; and

- (d) Include copies of the additional insured endorsement to all policies (except Workers' Compensation), adding the City of Compton, its officials, officers, employees and volunteers as "additional insured" for all activities arising from this Agreement.

(2) Notification of Incidents, Claims or Suits: Concessionaire shall report to City, through the Director of the Parks and Recreation Department:

- (a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Concessionaire and/or City. Such report shall be made in writing within two (2) working days of the occurrence.
- (b) Any third party claim or lawsuit filed against Concessionaire arising from or related to services performed by Concessionaire under this Agreement.
- (c) Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of City's property, monies or securities entrusted to Concessionaire under the terms of this Agreement.

(3) Compensation for City Costs: In the event that Concessionaire fails to comply with any indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the City, Concessionaire shall pay full compensation for all costs incurred by City.

(4) Insurance Coverage Requirements for Subcontractors: Concessionaire shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (a) Concessionaire providing evidence of insurance covering the activities of subcontractors; or
- (b) Concessionaire providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. City retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

B. Coverages and Limits. Concessionaire 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 Concessionaire'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 Concessionaire pursuant to this Agreement are adequate to protect Concessionaire. The coverage will contain no special limitations on the

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scope of its protection to the below-indicated additional insureds except for Workers Compensation insurance. Concessionaire will obtain occurrence coverage, unless specified otherwise, which will be written as claims-made coverage. If Concessionaire believes that any required insurance coverage is inadequate, Concessionaire will obtain such additional insurance coverage, as Concessionaire deems adequate, at Concessionaire's sole expense.

- (1) Commercial General Liability written on ISO policy form ISO CG 00 01 or its equivalent with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (2) Automobile Liability Insurance written on ISO policy form CA 00 01 or its equivalent with limits of liability of not less than \$1,000,000 for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."
- (3) Workers' Compensation and Employer's Liability Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Concessionaire is responsible. Employers' Liability coverage shall have limits of not less than \$1,000,000 for each accident.
- (4) Crime Coverage: A comprehensive crime policy in an amount not less than \$100,000 per occurrence against loss of money, equipment and other property, as applicable to this Agreement, for employee dishonesty, computer fraud or burglary and robbery.
- (5) Property Coverage: in the event that Concessionaire rents, leases, is loaned any City-owned property, Concessionaire shall insure said property. Such insurance shall be endorsed naming City as Loss Payee and include:
 - (a) Real Property: All-risk coverage, excluding earthquake and flood for full replacement value of the property.
 - (b) Personal Property: Insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the actual cash value of property.

26. Indemnification. Concessionaire 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 for the Concessionaire, its officers, employees, subcontractors or agents in the performance of the duties undertaken by Concessionaire 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.

27. Taxes. Concessionaire shall pay and discharge before delinquency all taxes, if any, and assessments which may be levied during the term of this Agreement as a result of Concessionaire's operations hereunder.

Concessionaire acknowledges that the real property and improvements and other facilities of City are exempt from taxation. If, by reason of this Concession Agreement, a possessory interest subject to property tax is levied, Concessionaire acknowledges and does hereby agree to pay and assume the same when due and owing and hold the City free and harmless from liability thereon. In this regard, the following notice is given to Concessionaire:

NOTICE

Pursuant to Section 107.6 of the California Revenue and Taxation Code, a possessory interest as defined in Revenue and Taxation Code 107 and 107.4 may be created by this Agreement, and may be subject to property taxation, in which event the private party to this Agreement in which a possessory interest is vested may be subject to the payment of property tax levied on such interest.

Nothing herein contained shall be construed as an acknowledgment by the parties that this Agreement creates a possessory interest.

28. Time of the Essence. Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure, to the benefit of and be binding upon, the parties hereto and any successors of Concessionaire as fully and to the same extent, as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this Agreement shall extend to and bind any assigns of Concessionaire.

29. Independent Contractor. It is expressly understood and agreed that Concessionaire is an independent contractor as distinguished from an employee or agent of the City in the performance of services hereunder. Concessionaire acknowledges the independent contractual relationship and releases the City from any liability or obligation to make deductions or withholding for the compensation of any officer, agent or employee thereof in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of Concessionaire shall have any City status or benefit, including health, retirement and worker's compensation benefits.

Concessionaire acknowledges its independent contractor status in performing all services under this Agreement and assumes the risk to itself, all agents, employees, subcontractors, their agents or employees, its licensees, permittees and guests of personal injury or death and all risk of property damage or loss of any property arising out of the performance of any services or the use of the premises during the term of this Agreement.

30. Assignment Prohibited. Concessionaire shall not mortgage, hypothecate or otherwise encumber or assign its right, privileges or obligations, pursuant to the provisions of this Agreement, nor shall Concessionaire sublet or sublease the concession premises in whole or in part without the written consent of the City. Any attempted assignment, mortgaging,

hypothecation or encumbering of the rights, privileges or obligations or any subletting or subleasing of the whole or any part of the concession premises, or other violations of the provisions of this Section shall be null and void and shall confer no right, title or interest in or to this contract, or right of occupancy of the whole or any portion of the concession premises, upon any such assignee, mortgagee, encumbrancer, pledgee or other lien holder, sub-tenant, successor or purchaser. Consent by the City to one assignment, mortgage, hypothecation, encumbrance or sublease shall not be deemed to be consent to any subsequent assignment, mortgage, hypothecation, encumbrance or sublease.

31. Nondiscrimination. In connection with the execution of this Agreement, "Concessionaire shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or because an otherwise qualified person is handicapped. Concessionaire shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, national origin, or handicap. Such action shall include but is not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rate of pay or other forms of compensation, and selection for training including apprenticeship." Concessionaire shall comply with the requirements of Title VI of the Civil Rights Act of 1974 (P.L. 88-352) and with all applicable regulations, statutes, laws promulgated pursuant thereto now existent or hereinafter enacted. Furthermore, Concessionaire shall comply with the provisions of Section 1735 of the California Labor Code.

Concessionaire shall also comply with the requirements of 29 U.S.C. 794 and 31 U.S.C. 6716 and the regulations promulgated thereunder, including Regulation 51.52 promulgated by the Office of Revenue Sharing of the United States Treasury. As used herein, handicapped individual means any individual who has a physical or mental disability which for such individual constitutes or results in a substantial handicap to employment and can reasonably be expected to benefit in terms of employability from vocational rehabilitation services provided pursuant to the Rehabilitation Act of 1973 (29 U.S.C. 701), as presently defined in section 706 thereof, or as hereinafter amended.

32. Additional Conditions.

A. **Building Security.** City provides for a building security system. Concessionaire will follow the City's policy and procedures related to the security of the building.

B. **Facility Reservation Technology.** The Concessionaire shall be required to use the provided facility scheduling system, a shared contact management database system and related computer hardware and network equipment for event booking.

C. **Health Department Rating.** Concessionaire agrees to achieve and maintain throughout the contract period a Los Angeles County Department of Health Services Restaurant Rating of "A" as determined by the County Health Officer. The City considers a Los Angeles County Department of Health Services letter grade score of less than "A" unsatisfactory. If a lower grade is received, Concessionaire agrees to immediately request a re-inspection at Concessionaire's expense and to undertake all practical measures within Concessionaire's

control or remedy any issue that prevents an "A" grade. Failure to restore an "A" grade rating within a period of thirty (30) days shall constitute a "material" breach of this Agreement.

D. Quarterly Performance Evaluation. Concessionaire acknowledges that City shall have the right to conduct a quarterly performance evaluation of Concessionaire's compliance and performance under this Agreement. Concessionaire agrees to cooperate in the preparation of said report and to make available to the City its books and records and to supply other information reasonably needed by the City to prepare such report.

33. 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 Concessionaire:

**TGIS Catering Services, Inc.
2950 North Airport Lane
Long Beach, California 90806
Attn: Sofia Riley, President
(562) 492-9555
www.tgiscatering.com**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Parks and Recreation
Department
(310) 605-6330
(310) 605-1480 – fax.**

With copy to:

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

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.

34. Waiver. The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of concession fees hereunder by City shall not be deemed to be a waiver of any preceding breach by Concessionaire of any term, covenant, or condition of this contract, other than failure of Concessionaire to pay the concession fees so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such concession fees, nor shall any failure on the part of City to require or exact

#11.

full and complete compliance with any of the covenants, conditions and Agreements of this contract be construed as in manner changing the terms hereof, nor shall the terms of this contract be changed or altered in any manner whatsoever other than by written Agreement of the City and Concessionaire.

35. 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, CONCESSIONAIRE has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

**TGIS CATERING SERVICES, INC.
CONCESSIONAIRE**

Dated: _____

By _____
Sofia Riley, President

**CITY OF COMPTON
Recommended for Approval:**

Dated: _____

By _____
George Penn, Director
Parks and Recreation Department

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

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, CA 90220



REQUEST FOR PROPOSALS

THE COMPTON COMMUNITY CENTER CATERING AND CONCESSION MANAGEMENT SERVICES

The City of Compton Department of Parks & Recreation is issuing a Request for Proposal (RFP) for the operation and marketing of catering and alcoholic beverage services for the Compton Community Center located at 301 North Tamarind Ave., Compton, CA 90221. The chosen caterer shall supply all food, beverages, and labor needed to cater functions requiring such services held in the center on an exclusive basis. The caterer shall be required to be available during the facility's hours of operation to sell and serve food and beverages.

The caterer, through its own employees, shall be responsible for setting up all of its own equipment used in conjunction with this contract. All tables, chairs, and other equipment currently on site shall remain the property of the Compton Community Center.

Proposals will be evaluated by the City of Compton based on the response to the information requested. All listed items must be addressed for the proposal to be considered responsive. The deadline for submission of responses is **Thursday, April 3, 2014, 5:00 p.m.**, Pacific Standard Time, in Compton, California. Please send all proposals to the address listed below.

Detailed information can be obtained from the Department of Parks & Recreation office and the City's Website. All proposals should be mailed to the following:

City of Compton
City Clerk's Office
205 S. Willowbrook Ave.
Compton, CA 90220
Phone: 310-605-5530
Website: www.comptonCity.org

GENERAL

The City of Compton is seeking proposals for the operation and marketing of catering and alcoholic beverage services in the Compton Community Center located at 301 North Tamarind, Compton, California. The chosen caterer shall supply all food, beverages, and labor needed to cater functions requiring such services held in the center on an exclusive basis. The caterer shall be required to be available during the facility's hours of operation to sell and serve food and beverages.

The caterer, through its own employees, shall be responsible for setting up all of its own equipment used in conjunction with this contract. All tables, chairs, and other equipment currently on site shall remain the property of the Compton Community Center.

TIMELINE

The approximate timeline schedule is as follows:

- a. RFP Issued – March 17, 2014
- b. Mandatory Pre-Proposal Meeting – March 24, 2014

Location	Community Meeting Room 205 South Willowbrook Ave. Compton, CA 90221
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- c. All questions in writing due back to Parks & Recreation Department by March 28, 2014
- d. Proposals due – April 3, 2014 by 5:00pm
- e. Proposal review and interviews – April 7, 2014 – April 10, 2014

2.0 Proposal General Information

- 2.1 Respondents to this RFP are advised that the City shall not be held liable for any costs associated with the preparation of any proposal submitted pursuant to this Request for Proposal.
- 2.2 Five (5) copies and one (1) original proposal shall be submitted to the office of the City Clerk. The original is to be signed by the Chief Executive Officer of the catering company or a person authorized to commit the company to the terms and conditions contained within the proposal.
- 2.3 All proposals must be submitted to the office of the City Clerk by 5:00 p.m. on Thursday, April 3, 2014. Proposals submitted after that date and time will be rejected, unopened and returned to the sender. No proposal will be accepted by the City if sent by fax. All proposals will first be examined to eliminate those which are clearly non-responsive to stated requirements.
- 2.4 The City reserves the right to require any and all respondents to clarify data, explain terms and conditions proposed, present information delineating the approach to be used for compliance to specifications and contracts provisions, and clarify total estimated costs.

The City, at its sole discretion, shall determine whether particular caterers have the basic qualifications to conduct the desired food and beverage service for the Compton Community Center. This determination shall be in addition to procedures for selection of caterer under section 8, Evaluation of Proposals, page 8. The City reserves the right to reject any or all proposals received and to take any other action considered being in the best interest of the City of Compton.

- 2.5 All proposals submitted pursuant to this Request for Proposal must be based upon a three - (3) year term beginning May 1, 2014 and ending on April 30, 2017. The City of Compton may extend the agreement for one year increments up to the 30th day of April 2019 upon the negotiation of terms and conditions acceptable to all parties to the agreement

- 2.6 Respondents to this RFP may withdraw a proposal prior to the deadline established for the submittal of proposals providing the request for withdrawal of a proposal is made to the Director of Parks & Recreation in writing and submitted prior to the date and time for the submittal of proposals.

- 2.7 The City will allow the use of subcontractors providing the subcontractors are approved by the Director of Parks & Recreation or his representative. Proposed subcontractors shall be identified in the proposal.

3.0 **Projected Community Center Activities**

3.1 Activities

The Compton Community Center will host a variety of conferences, business meetings, banquets, trade shows, weddings and receptions, private parties, and benefits.

3.2 Inclusion of Food and Beverage

Caterers are advised that their management team make a reasonable effort to include food and/or beverage functions in event planning.

3.3 City Inventory

A beginning inventory of all equipment and supplies in the kitchens will be taken upon the execution of the contract. The caterer shall exercise all reasonable care in its use of City-owned property or equipment and shall promptly notify the City of any equipment that requires repair or non-routine maintenance. The caterer shall be solely responsible for any damage or loss, other than normal wear and tear, arising out of or from the caterer's use of any City-owned property or equipment. The City has basic equipment which is to remain City property relative to food and beverage and which is to remain on the premises. Any additional equipment is to be supplied by caterer at its own expense and owned by caterer.

3.4 Service Level Requirements

The primary goal of the Center is to provide outstanding service to clients and attendees of the events in the facility, to exceed customer expectations, to encourage their return to the Center and to enhance the City's goal of establishing the Compton Community Center

as a premier meeting facility. The food service operation is a critical component of meeting this objective. The food and beverage service at the Compton Community Center must provide the highest level of service and product selection. Respondents should anticipate that the caterer's food service standards will include set-ups, serving and cleanups, (which includes providing table linen, napkins, knives, forks, spoons, glassware, skirting, decorations, flowers, portable bars, and buffet equipment for all food and beverage functions), serving and clean-ups. All dinnerware, silverware, and serving-ware shall be of high quality, as determined by the City.

3.6 Catering Office

A catering office space will be provided in the Center. The City will provide utilities and telephone service for this office.

4.0 **Contents of Proposals**

The proposal presented to the City shall, at a minimum, contain the following items:

4.1 Menus, Prices, Gratuities and Discounts

Each proposal shall include complete menu packets with pricing for breakfast, lunch, and dinner for both sit-down and buffet events. Concession menus are to be included and should reflect limited breakfast, lunch, dinner and beverage pricing. The City is interested in proposed rated menus to coincide with our corporate/full, non-profit and resident rate fee schedule. Menu prices for catered functions are to be inclusive of all service labor (servers and banquet managers) and production costs but exclusive of service/gratuity charge and sales tax. Gratuities for servers and banquet managers will be paid only through the gratuity/service charge currently 19% of menu price. No additional voluntary gratuities/service charges or additional service charges for servers and banquet managers are to be added to menu proposals or invoices. Pricing for alcoholic beverages is also to be included.

Responders are also to include the way in which menu pricing will be adjusted during the life of the contract. This will be an important factor in the evaluation of the proposals. Failure to indicate how pricing will be adjusted may cause a proposal to be considered unresponsive.

A proposed gratuity/service charge shall be included on item 26. Proposal Form, Page 18. The proposed gratuity/service charge shall be in effect during the first 24 months of the contract.

Changes to the maximum gratuity factor for the 3rd year and beyond shall be subject to negotiations between contractor and the City.

No discounts (including extra, uncharged menu items or services) shall be offered to any elected public official or candidate for public office without prior notice to, and approval by, the City Council. In the event caterer wishes to absorb the cost of any function, caterer shall notify the Director of Parks & Recreation in advance and give the reason for such absorption.

4.2 Marketing Plan

A strong marketing plan must be included describing how the caterer proposes, at his expense, to promote and advertise the Compton Community Center and the catering services therein. Included within the marketing plan shall be a proposed budget as well as sample advertisements used in support of similar past operations conducted by the caterer.

4.3 Staffing

A detailed staffing plan and organizational chart shall be submitted and must include a catering manager, sales coordinators, and other subordinate staff needed to operate a catering service at the Compton Community Center. Resumes for each of the proposed staff members should be a part of the proposal. The manager and chef should have at least five (5) years of professional experience. Quality experience in a convention center or a community center is desirable for each of the persons assigned to this engagement.

The staffing plan must also include other required set-up staff and part-time employees, such as bartenders and wait-staff who may be required on an on-call basis. Include proposed management salaries and hourly wages along with the types of benefits offered and associated costs. Competitive wages should be paid to ensure the highest level of quality food and beverage service for the center. Uniforms worn by the caterer's staff shall be subject to approval in advance by the City. The proposed staffing plan shall include a listing of the responsibilities to be assigned to each of the proposed positions as well as delineate the lines of authority.

4.3.1 Administration and Office Hours

The caterer shall maintain normal office hours of 9am – 6pm Monday through Friday and must be adequately staffed to conduct the Center's business in an efficient and professional manner. Structure of the food service organization shall be such to provide prompt and professional response to the Center's clients and staff.

4.4 Percentage of Gross Sales Per Year

Respondents to this Request for Proposal shall provide proposed percentages of sales to be returned to the City for each year of the contract for liquor and food sold at the Compton Community Center, off-site services booked at the Community Center and miscellaneous sales made at the Community Center. Miscellaneous sales shall include, but not be limited to equipment rentals, vending, flowers, and photographic services. In addition, to be included is a minimum monthly guaranteed rental paid by the caterer to the City.

4.5 Accounting Controls and Records

Proposals must include a methodology for record keeping consistent with generally accepted accounting practices. At a minimum, the caterer must be able to furnish the City with an invoice system that accounts for all invoices, relative to the Community Center, in

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numerical sequence. The proposal must also provide for a monthly sales report which includes the following components:

- A. A separate report whereby all sales are accounted for by client name.
- B. A separate report whereby all sales are accounted for by invoice numbers.
- C. Both reports should reflect the total sales in each of the areas where the City receives a commission as referenced in Section 5.4 of this specification. All meal items are also to be listed in detail as to what was served (i.e. filet mignon, not "second entree").

The record keeping system must be capable of indicating adjustments or discounts applied to an invoice including the amount and justification for the adjustment or discount. The City must also be given a copy of the client order form showing all prices applicable to the services being provided to the client. The City reserves the right to audit the caterer's accounting records at any time during the course of the contract.

4.6 Reference Letters

To be included with this proposal shall be at least five (5) letters of reference from clients served during the last twelve (12) months.

4.7 Administration and Office Hours

An audited balance sheet and profit and loss statement for the last two (2) years of operation, prepared in accordance with generally accepted accounting principles, is to be submitted with this proposal. In addition, the respondent is to include a compilation by a Certified Public Accountant, prepared in accordance with generally accepted accounting principles, and standard representations and warranties. The representation and warranties section should list any pending lawsuits, tax liens, labor disputes, possessory interest tax due and all licenses.

4.8 Statement of Qualifications

Respondents to this Request for Proposal must provide copies of invoices from several events served the same day in order to demonstrate their ability to handle multiple events at the same time. Each prospective caterer must also present a statement of qualifications detailing the company's ability to perform the necessary work, as well as copies of business tax and other licenses required to operate as a caterer.

4.9 Maintenance Plan

A maintenance plan should provide for the cleanup of the kitchens, food preparation, and serving areas at least, by the preceding morning of all functions. The Community Center staff will handle regular building maintenance. Caterer is responsible for cleaning up food and beverage spills before, during and after functions. All liquids must be transported in sealed containers to prevent contamination and accidental spills. The caterer shall be required to maintain the kitchens in such condition so as to receive an "A" rating from the Los Angeles County Health Department. Should a violation or

infraction occur, the caterer will be expected to come into compliance with the Los Angeles County Health code within 72 hours or face a \$300.00 per day fine until such violations are corrected. The caterer will be responsible for the purchase and payment of all soaps and detergents required to operate the Center's dishwashers.

4.10 Additional Requirements

In addition to the above requirements, the respondent is encouraged to provide any additional information, literature or brochures describing operational abilities, experience, training programs and employment capabilities. The proposal should include the following:

- A. Current Dun & Bradstreet Report or similar rating information.
- B. Credit references and authorization for the City to contact any or all of said references as may be relevant, including a bank reference.
- C. Listing of current clients who may be consulted concerning the quality of products and service provided.
- D. Provide a list of all vendors and suppliers used by proposed caterer for at least one (1) previous year. City to check on any accounts payable due and reputation of vendor.

5.0 Food Requirements

5.1 Food and Service Quality

The caterer shall recognize that the quality of items sold and services performed at the Compton Community Center is a matter of highest concern and is the essence of this request for proposals. The caterer shall offer for sale only foods and beverages of such quality as judged acceptable by the City. All products served at the Community Center shall be fresh and appealing in appearance. All entrees, vegetables, and salads are to be prepared and/or cooked in the Community Center kitchens within two hours of scheduled service. Substitutes for advertised products, fillers, dilutants, or reductions in size of standard manufactured or processed products shall not be permitted.

The City shall have the right to inspect and approve in the presence of the caterer, all products to be sold by the caterer. Any products found not to be in compliance with the requirements of the bid specifications and contract will be subject to rejection by the City. In the event the City should reject any product, it shall be immediately removed from the premises and shall not be returned for sale.

5.2 Alternate Food and Beverage Sources

The City reserves the right to allow limited food and beverage to be brought into the Community Center for designated City-sponsored functions, City-based service organizations, and/or, functions approved by the Director of Parks & Recreation or his representative. This food and beverage will be served independent of the resident caterer. The City also reserves the right of serving novelty food items as part of exhibits or

#11. xhibit A

conferences scheduled at the center, i.e., (cookies, candy handouts, food samples). In addition, when an event is not scheduled, the City reserves the right to utilize the City owned kitchens at their discretion.

5.3 Concessions

Caterer must be able to provide concession service to clients of the Compton Community Center. This service will be provided as needed including weekends. The concession service will include limited breakfast, lunch, dinner and beverage items depending on the client request. Concession menu prices and fees can be negotiated with clients but must be reviewed by the City prior to implementation. Should the caterer, for any reason, be unable to provide concession services to the City's clientele, the City reserves the right to allow said clients to make arrangements with concessionaires other than the caterer of record.

5.4 Leftover Food

The caterer shall make provisions to allow leftover prepared food to be removed from the Community Center if requested by the client; otherwise, the extra food should be made available to local shelters if it is not to be processed by the caterer.

6.0 **Equipment Requirements**

6.1 The selected caterer will be required to provide and have readily available to the Community Center, the following equipment:

- A. Formal service ware for its customers to be of high quality. All replacement service ware (china, glassware, silverware) provided as necessary to be of equal high quality.
- B. Adequate cookware (pots, pans, utensils, etc.) required to operate one commercial kitchen.
- C. One (1) delivery vehicle in good working order.

6.2 Inspection

The City reserves the right to inspect the facilities and equipment required under Section 7.1. It shall be the duty and responsibility of the caterer to maintain the City's equipment in fine working order and condition throughout the life of this agreement.

7.0 **Evaluation of Proposals**

7.1 The Director of Parks & Recreation will develop a panel to evaluate the proposals. Staff recommendation and research will be presented to the City Council for final selection. The evaluation process shall encompass the following elements:

- A. Quality of product and service offered, as well as the necessary pricing and method for adjusting the pricing.

- B. The marketing plan proposed to promote the catering service, the ability to bring business to the Center and to encourage bookings of facilities at the Community Center.
- C. The percentages of gross receipts (contract fees) offered
- D. The staffing plan, including provisions for management control and oversight as well as for liaison between Center staff and the caterer.
- E. Responder's experience and reputation in convention/conference center food service with a proven satisfied customer list and recognition for quality on-site management personnel and service.
- F. Financial strength, stability, capabilities and operation pro-forma.

8.0 Mandatory Pre-Proposal Meeting

- 8.1** A pre-proposal meeting and site tour will be held at 10:30 a.m. on Monday, March 24, 2014 to discuss the requirements of this Request for Proposal. The meeting will be held at the Community Meeting Room, City Hall located at 205 South Willowbrook, Compton, California. Attendance at this meeting will be mandatory. Caterers not attending this meeting will not be allowed to submit proposals.

8.2 Changes to Request for Proposals

Any changes to this Request for Proposal resulting from issues or questions raised at the proposal meeting or at a later time shall be put in writing and addressed to the Director of Parks & Recreation. Any changes in the request for proposal will be made by written addendum, which shall be issued by the City to all prospective responder's. No oral changes will be permitted. Addendums issued during the proposal process shall become part of the original Request for Proposals

9.0 Execution of Contract

- 9.1** The City Council will award a contract to the selected caterer. The caterer will be notified of the City Council's action in writing and shall be required to execute a catering contract within thirty (30) days of an offer by the City of such contract and provide all required documents at that time.
- 9.2** In the event the selected caterer fails to execute the contract and provide the necessary documentation within thirty (30) days of the award of contract, the City shall retain and appropriate the surety submitted as part of the proposal under section 16.1 as liquidated damages, it being agreed that from the nature of the service it would be impractical and/or extremely difficult to fix the actual damage.
- 9.3** It is the intention of the City to have a fully executed contract approximately two (2) months after the opening of the proposals.

- 9.4** It is our intent that after the execution of the contract, the caterer or his manager shall meet with City staff to prepare for initiation of service and compliance with all requirements of this Request for Proposal.

10.0 Assignment of Contract

- 10.1** Caterer shall not assign, transfer, convey, or otherwise dispose of any part of or all of, the catering referred to herein, nor shall such caterer assign, transfer, convey, or dispose of any contract or agreement made with the City covering the subject matter of such catering services without first obtaining the consent of the Director of Parks & Recreation in writing. Should the above occur, the City may at its discretion, cancel the contract and all rights, title and interest of the caterer shall therein cease and terminate and the caterer shall be declared in default. The violation of this provision by the caterer shall in no event release the caterer from any obligation under the terms of the contract nor shall it relieve or release said caterer from the payment of any damages to the City, which the City shall sustain as a result of such a violation.
- 10.2** The caterer shall make no commitments of whatever kind or nature for use of the space in the building by others. All reservations and rental agreements with users of the premises shall be the sole responsibility of the Director of Parks & Recreation.

11.0 Termination of Contract

- 11.1** The City may declare the agreement terminated in its entirety upon thirty (30) days written notice upon the happening of any one or more of the following events and may exercise all rights of entry and re-entry with or without process of law upon the premises licensed hereunder.
- 11.1.1** If the rentals, fee charges, or other money payments, which the caterer agrees to pay, or any part thereof, are unpaid after the date specified for such payments.
- 11.1.2** If the caterer has failed in the performance of any covenant or condition required to be performed by the caterer.
- 11.1.3** Upon the happening of any act or omission which results in the suspension or revocation of any act, power, license, permit, or authority that terminates and or suspends the conduct and operation of the service in the City by the caterer, or suspends it for anytime in excess of twenty-four (24) hours.
- 11.1.4** If the interest or estate of the caterer under the contract is transferred to, passes to, or devolves upon, by operation of law or otherwise, any other person, firm or corporation in a merger or constituent corporation in a consolidation.
- 11.1.5** If the levy of any attachment or execution or the appointment of any other process of any court of competent jurisdiction which does or, as a direct consequence such process, will interfere with its' operations under the contract, and which attachment, execution, receivership, or other process of such court is not enjoyed, vacated, dismissed, or set aside within a period of seventy-two (72) hours.

- 11.1.6 If a petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute is filed against caterer, and caterer's operations are interfered with or adversely affected thereby, or caterer is adjudicated as bankrupt.
- 11.1.7 If caterer abandons, deserts, vacates, or discontinues all or part of its operation of the service or any action that results in a failure by the caterer to provide the public and others with the service contemplated.
- 11.1.8 In the event of an emergency or natural catastrophe beyond the control of the City, the City may terminate this agreement upon twenty-four (24) hours' notice of such termination to the caterer. The type of emergency situation or natural catastrophe contemplated shall include, but not be limited to the occurrences of the following:
- A. Conditions which render the City facilities unsafe or unavailable for their intended use whether such conditions result from fire, storm, explosion, flood, riot, civil commotion, or otherwise.
 - B. Acts or activities by the caterer which, if not terminated quickly, may result in substantial damage to either City facilities or its operations, or in direct and substantial interference with the use of City facilities.
- 11.1.9 If there is a deterioration of service and/or quality of food, any reported food poisoning, or violation of liquor policies.
- 11.2 The caterer, at its' option, may declare the contract terminated in its' entirety, if the City shall have failed in the performance of any covenant or condition within the control of the City and herein required to be performed by the City, provided the caterer gives thirty (30) days written notice to cure and such failure is not cured. The contract may then be terminated thirty (30) days after receipt by City of written notice of caterer's intent to terminate.
- 11.3 No termination declared by either party shall be effective, and the City shall not take possession of the facilities, unless and until not less than thirty (30) days have elapsed after notice by City or thirty (30) days have elapsed after notice by caterer except as provided by Section 12.1.8, the other specifying the date upon which such termination shall take effect, and the cause for which the City facilities are being repossessed to provide for the cure of any such default, and no such termination shall be effective, nor shall the City take possession of the facilities:
- A. If in the sole discretion of City such default is cured within the thirty (30) day period, or
 - B. In the event that such default by its' nature cannot be cured within such specified time period, if the party in default promptly commences to correct such default within said twenty-four (24) hours and corrects the same as promptly as is reasonably practicable. In the event that suit shall be instituted by the City upon the default of payment of rent, charge, or fees provided in the agreement, caterer agrees to pay reasonable attorney's fees.

#11. Exhibit A

12.0 Catering Employees

12.1 The caterer shall be entitled to a reasonable number of employees who shall be permitted entry to the Center provided that the number of such employees shall be approved by the Director of Parks & Recreation or his representative. All catering employees must be citizens of the United States or have the legal and documented right to work in the United States of America. Caterer's employees shall be admitted in accordance with regulations established by the Director of Parks & Recreation or his representative. The Director of Parks & Recreation or his representative, for good cause, may deny entry to the center to any person employed by the caterer in the exercise of the catering contract.

12.2 Employees of the caterer shall at all times be neatly and cleanly uniformed at no expense to the City. The style and colors of uniforms for employees must be approved by Director of Parks & Recreation or his representative. Caterer's employees must meet all sanitary standards prescribed for restaurant employees.

12.3 Caterer's employees shall at all times reflect personal cleanliness. Unhygienic and unclean employees will not be tolerated.

12.4 Caterer's employees shall at all times be polite and courteous in their dealings with the center's patrons, staff and management. Such employees shall not, either by act or language, offend or unreasonably disturb patrons and spectators, or interfere with a program or event in progress. The Director of Parks & Recreation or his representative shall be the sole judge in the determination of such matters.

12.5 The Director of Parks & Recreation or his representative may recommend that the caterer discipline an employee, or may require that the caterer remove an employee from employment.

12.6 The caterer shall train and closely supervise all employees so that they are aware of and habitually practice the high standards of cleanliness, courtesy, and services required. The Caterer will provide an adequate number of personnel in the facility to properly service and attend to the patrons.

12.7 There shall be no discrimination against any employee who is employed in the work covered by the contract, or against any applicant for such employment, because of race, color, creed, sex, national origin, age or disability. This provision shall include, but not be limited to the following: employment, recruitment, layoff or termination, compensation rates and selection for training. The caterer shall insert a similar provision in all subcontracts for services in connection with this contract.

12.8 The caterer shall make every effort to hire resident personnel through the City's Career Link. Internships will also be offered through the caterer.

13.0 Observance of Laws, Rules and Regulations

13.1 The caterer shall at all times comply with all applicable laws, rules, regulations and orders of the Federal Government, State of California, Los Angeles County, and City of

Compton. The caterer shall also abide by all rules, regulations, and directives prescribed by the City.

14.0 Permits, Licenses and Taxes

14.1 The caterer shall, at its' own cost and expense, procure and keep in force during the entire contract period all necessary permits and licenses. Copies of all licenses are to be submitted with bid as a matter of record.

14.2 Caterer and its employees shall, at their sole cost and expense, comply with the requirements of all City, county, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Compton Community Center, or the operations conducted therein, and shall faithfully observe, and secure observance with, the use of Community Center facilities, all City ordinances, and state and federal statutes now in force, or which may hereafter be in force.

The caterer shall be required to obtain and maintain during the course of the contract each of the following:

- I. City of Compton business license;
2. County of Los Angeles Health Department permit for a food and beverage operation;
3. County of Los Angeles Health Department food handler permits;
4. California State Alcoholic Beverage Control Board liquor license; and
5. California State Board of Equalization seller's permit.

14.3 Caterer shall pay and discharge before delinquency all taxes, if any, including possessory interest taxes, and assessments that may be levied during the contract as a result of the caterer's operations. Specifically, any lawsuits, labor disputes, or tax liens, including possessory interest tax due.

15.0 Bonds

One copy of all tax records shall be submitted to the City on an annual basis.

15.1 Each proposal must be accompanied by a "deposit" in separate envelope, a satisfactory bid bond, or cashier's check issued by a responsible bank, payable at sight to the City of Compton for \$5,000.

15.2 The person whose proposal is accepted will be required to execute the contract and finish a performance bond within thirty (30) days from the date of notice of award, which follows action, by the City Council Ten days after the execution of the contract the deposits required under Section 15.1 will be returned to all bidders.

15.3 The amount of bond required for the faithful performance of the contract will be

\$100,000 for the term of the contract. The performance bond shall be written by a surety company authorized to conduct business in the State of California and rated A or better in Best's most recent rating guide. The City Attorney shall review and approve the bond required pursuant to this section.

16.0 Insurance

16.1 All insurance shall be obtained through an insurance company possessing a rating of A or better in Best's most recent insurance Rating Guide, and a financial strength rating of A;VI. The company shall also be licensed to do business in the State of California.

16.2 The caterer shall obtain and maintain at all times during the term of the contract Commercial General Liability and Automobile Insurance protecting the Caterer for not less than \$2,000,000 combined single limit. The Commercial general liability insurance shall also cover any liability arising out of sale, gift, serving, handling or dispensing of alcoholic beverages including any claims made for loss or means of support and such coverage shall be confirmed by execution of catering contract. It is understood and agreed that the City assumes no responsibility on account of the above coverage but this agreement shall mean only that the caterer will save the City harmless from any and all such claims provided by Section 17 below.

16.3 The City of Compton shall be named as additional insured as shown on City of Compton Policy Endorsements. Such insurance shall name the City of Compton, its component units, and their officers, employees, volunteer's agents, elected officials, and members of the boards or commissions as additional insured parties.

The caterer will be required to file the completed certificates of insurance with the City prior to starting the service and certifying that the insurance indicated by the attachments is in force. The endorsements are to be filed for approval prior to the commencement of work.

16.4 The caterer shall obtain and maintain at all times during the term of this agreement, Workers' Compensation and Employers Liability insurance and furnish the City with a certificate showing proof of such coverage. Workers Compensation Insurance as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 per accident. Workers Compensation Insurance shall contain endorsements equivalent to State Compensation Insurance fund endorsements #2507 (waiver of subrogation), #0015 (additional insured employer), and #2065 (30 day notice of cancellation). Endorsements #2507 and #0015 shall name the City of Compton. Such coverage shall not be canceled or materially changed without a 30-day prior written notice to the City of Compton Risk Management and the Director of Parks & Recreation or his representative.

17.0 Indemnification/Hold Harmless Agreement

The Caterer shall defend, indemnify, and hold harmless the City of Compton, its component units, and its officers, elected officials, and employees (herein after

referred to as "City"), from and against any and all claims and liabilities arising from or related to caterer's work or other things done, caused to be done, permitted or suffered by caterer in connection with performance or efforts to perform under this contract, and from all costs, attorney's fees, and liabilities incurred in the defense or any claim or action or proceeding brought thereon. Caterer shall further defend, indemnify, and hold harmless City from and against any and all claims and liabilities arising from or related to any breach or default by caterer in the performance of any obligation to be performed under this contract, or arising from any act or omission or negligence of caterer, or any officer, agent, employee, guest, or invitee of caterer, on the part of City from all costs, attorney's fees, and liabilities incurred in the defense of any claim or action or proceeding brought thereon. In the event any action or proceeding is brought against City by reason of any claim or liability, caterer shall defend the same at caterer's expense by counsel reasonably satisfactory to City. Caterer, as a material part of the condition to City, under this contract, hereby assumes all risk of damage to property or injury to persons, from any cause other than City's sole negligence; and caterer hereby waives all claims in respect thereof against City, including claims based upon negligence of City's sole negligence, whether active or passive. The caterer shall give prompt notice to City in case of casualty or accidents in connection with the work performed under this contract.

18.0 Preparation of Proposal

18.1 Responders shall examine all specifications and instructions for the preparation of the response to this Request for Proposal.

18.2 The name of the responder shall appear on each page of the response. Erasures or other changes must be initialed by the person signing the proposal.

18.3 All cost information must be submitted separately from the balance of the proposal or in accordance with the proposal instructions contained in the Request for Proposal.

19.0 Submission of Proposal

Proposals and notifications shall be packaged and mailed, or hand carried, so as to arrive at the City of Compton, City Clerk's Office, 205 South Willowbrook Avenue, Compton, California 90221, no later than the time and date set for the receipt of proposals. The name of the responder shall appear on the outside of the package.

20.0 Withdrawal of Proposals

Proposals may be withdrawn prior to the date and time established for the opening of proposals upon written request to the Director of Parks and Recreation. No proposal may be withdrawn for a period of ninety (90) days after the opening of proposals.

21.0 Modification of Proposals

Proposals may be modified by the responder at any time if mailed or hand carried to the City Clerk so to arrive on or before the date and time set for receipt of proposals.

22.0 Late Proposals

Proposals received after the date and time established for the opening of proposals will be returned unopened to the sender.

23.0 Award of Contract

The contract will be awarded to that responsible/responsive responders whose proposal will be most advantageous to the City, as to price, service, marketing plan, and all other things considered.

The City of Compton reserves the right to enter into a contract or take any other action considered to be in the best interest of the City of Compton.

24.0 Default of Contract

In the event of default by the caterer, the City may take appropriate action as provided by the terms and conditions contained in the contract document.

25.0 Proposal Form for Percent of Gross Sales per Year and Gratuity

Compton Community Center Food and Beverage Service Operation and Management

Gentlemen:

In accordance with City of Compton Request for Proposal, we are pleased to offer the City of Compton the following considerations in exchange for the privilege of providing catering services at the Compton Community Center.

Item	Category
-------------	-----------------

- | | | |
|----|--|--|
| 1. | Alcoholic Beverage Sales (exclusive of off premises sales) | |
| 2. | Food Service and Sales (exclusive of alcoholic beverages and off-premise catering) | 5. Proposed Gratuity/Service Charge for first 24 months of contract; |
| 3. | Miscellaneous Sales (flowers, vending, equipment rentals, photographic service) | |
| 4. | Off-Premise Sales (if any) based on gross sales | |

Exhibit A

The undersigned proposer hereby understands, warrants, and agrees:

- I. That the respondent had read, understood, and agrees to provide cateting services in accordance with the terms, conditions, and specifications contained herein.
2. That the Respondent is fully qualified and capable of providing the services desciihed herein,
3. That the Responder has provided a bidders bond, cashiers' or certified check in the amount of \$25,000 payable to the City of Compton pursuant to Section 16.1 of this Request for ProposaL Check or bond will be refunded if the proposer is not awarded a contract.
4. That said bidders bond, cashiers' or certified check guarantees Respondent's willingness to enter into a contract and assume the obligations contained therein. In the event the Respondent fails to enter into a contract upon award by the City Council, the city shall retain, as liquidated damages the bidders bond, cashiers' or certified check.

#11. Exhibit A

5. That this proposal may be withdrawn upon written request made to the Department of Parks & Recreation of the City of Compton anytime prior to the opening of proposals by the City Clerk of the City of Compton.
6. That this proposal may not be withdrawn for a period of ninety (90) days after proposals have been opened by the City Clerk of the City of Compton.
7. That the Respondent will, if awarded a contract by the City Council, enter a contract and provide a performance bond, cashiers' or certified check in the amount of \$100,000 payable to the City of Compton within thirty (30) days of the award of contract.
8. That the City of Compton reserves the right to reject any or all proposals and to take any action considered to be in the best interest of the City of Compton.
9. That the City of Compton reserves the right to reject any proposal received late and to return it unopened to the sender.
10. That all of the information contained in or supplementing this proposal is true and correct to the best of the Respondent's knowledge.

Name

Date

Address

Telephone

By

Title

Circle Appropriate Caterer for Specific Responses:

CHOURA EVENTS – TGIS CATERING

Interview Questions for the City of Compton's R.F.P.

WEDNESDAY, APRIL 16, 2014

1. Please provide a brief introduction of your company and key staff. (5 min. max.)
2. Please explain your staffing plan for the Compton Community Center. (5 min.max.)
i.e.- # of sales staff, work week and office hours
3. Please explain how you will handle client & event flow from start to finish. (10 min)
i.e.- scheduling software, flow of info & last minute changes to staff & Com. Ctr. staff
4. Please explain your pricing strategy and how you ensure menu diversity. (5 min.)
i.e. how do they arrive at their menu prices & misc. charges, how do they plan to adjust menu prices
5. Please explain your plan for generating revenue to the city. (10 min. max) i.e.- monthly min. guarantee
6. Do you feel that the Community Center kitchens would be adequate to prepare all the food requirements for the facility and will you use the kitchens in food preparation? (5min. max.)

#11.

Exhibit C

7. Please explain your maintenance plan for the Community Center and your maintenance plans for events at this facility (5 min. max.) i.e.- equipment used for maintaining equipment & cleaning spills
8. Please give us a closing summary for your proposal. (3 min. max.)
9. Please provide 5 upcoming events to choose from with a contact person from your staff. We plan to attend one of the events to review and rate without disturbing the client. (2 minutes)

TGIS

thank,
goodness
it's sofia

FOOD

EVENTS

WEDDINGS

BUFFET MENUS
DOUGLAS F. DOLLARHIDE
COMMUNITY CENTER

BUFFET MENU

Buffet Menu Includes a choice of Two Entrées, One Salad, One Side, One Vegetable, Rolls and Butter and One Dessert Option.

Lunch option includes Iced Tea and Water.

Dinner option includes Coffee and Water.

BEEF / PORK

ROAST LOIN OF PORK

Balsamic Apple Honey Sauce

CARVED HONEY GLAZED HAM

Served With A Pineapple Cider Raisin Sauce

CARVED SIRLOIN OF BEEF

Served With All The Appropriate Accompaniments

SLOW ROASTED BRISKET OF BEEF

Served With Pan Gravy Add \$1.00

BAROLLO BRAISED SHORT RIBS

Lunch Add \$1.00 Dinner Add \$1.50

ALE AND MAPLE BRAISED SHORT RIBS

Lunch Add \$1.00 Dinner Add \$1.50

FIVE SPICED BRAISED SHORT RIBS

Lunch Add \$1.00 Dinner Add \$1.50

TENDER MARINATED TRI TIP

Served With Au Jus and A Homemade Horseradish Sauce

Lunch Add \$ 1.00 Dinner Add \$1.50

CARVED TENDERLOIN OF PORK

Served With A Rum Pecan Glaze

Lunch Add \$1.00 Dinner Add \$1.50

CARVED FENNEL CRUSTED FLANK STEAK

Served With A Peppercorn Bordelaise

Lunch Add \$2.00 Dinner Add \$2.50

CARVED THYME AND DIJON CRUSTED PRIME RIB OF BEEF

Served With Au Jus and Creamy Horseradish Sauce

Lunch Add \$3.00 Dinner Add \$4.00

CARVED TENDERLOIN OF BEEF

Served With Caramelized Onions

Lunch Add \$4.00 Dinner Add \$5.00

SEAFOOD

CAJUN BLACKENED CATFISH

Served With A Cajun Remoulade Sauce

GRILLED MAHI-MAHI

With Rosemary Butter And a Leek and Sweet Roasted Pepper Caponata

Lunch Add \$1.50 Dinner Add \$2.00

MEDITERRANEAN SALMON

Prepared with Garlic Rosemary Lemon Butter. Topped with Kalamata Olives, Leeks, and a Red Pepper Caponata. Served with a Citrus Buerre Blanc.

Lunch Add \$1.50 Dinner Add \$2.00

MISO GLAZED SALMON

Sesame Crusted and Served With Ginger Miso Sauce

Lunch Add \$1.50 Dinner Add \$2.00

POULTRY

HERB CRUSTED ROAST TURKEY

Served With a White Wine Giblet Gravy

CHICKEN ENCHILADAS VERDE

CHICKEN CREPES

Served With A Light Shallot Champagne Sauce

TRADEWINDS CHICKEN

Served With A Kiwi Pineapple and Mango Salsa

SESAME SOY GLAZED BREAST OF CHICKEN

ROSEMARY AND THYME ENCRUSTED BREAST OF CHICKEN

Served With A Lemon Butter
Finished With A Citrus Beurre Blanc

CHICKEN BREAST MARSALA

Breast Of Chicken Sautéed In A Sauce Of Marsala Wine, Garlic and Mushrooms

LAVENDER AND THYME GLAZED BREAST OF CHICKEN

Roasted Breast Of Chicken Prepared With Lavender, Thyme, Honey and Dijon

PROVENCIAL CHICKEN

Breast of Chicken Stuffed With Spinach, Mushrooms, Wild Rice and Pine Nuts

Lunch Add \$1.00 Dinner Add \$1.50

VENETIAN CHICKEN

Chicken Breast Stuffed With Mozzarella and Aged

Italian Prosciutto, Served With A Caper, Lemon and White Wine Sauce

Lunch Add \$1.00 Dinner Add \$1.50

BALSAMICO ROAST CHICKEN

Chicken Breast Stuffed With Fresh Herbs and Prosciutto Roasted To A Crisp Golden Brown Finished Off With A Balsamic Glaze

Lunch Add \$1.00 Dinner Add \$1.50

TENDER BREAST OF CHICKEN

Stuffed With A Creamy Mushroom Bruschetta

Lunch Add \$1.00 Dinner Add \$1.50

SIDES

Choose One

MASHED GARLIC POTATOES
ROASTED NEW POTATOES
POTATOES GRATINEE
HERBED RICE PILAF
WILD RICE BLEND
WOK FRIED RICE
THREE CHEESE MAC AND CHEESE
LARGE PEARL VEGETABLE COUSCOUS
CARMELIZED SHALLOT ORZO
PENNE PASTA TOSSED WITH FRESH ROMA
TOMATO SAUCE
Tossed With Artichoke Hearts and Sundried Tomatoes
PENNE PASTA TOSSED WITH A PESTO CREAM
Tossed With Wild Mushrooms and Parmesan
FARFALLE TOSSED WITH OUR RED CREAMY
MARSALA SAUCE
Tossed With Mushrooms and Artichoke Hearts
MOSTACCIOLI PASTA
Prepared and Baked with Fresh Roma Tomatoes Garlic , Ricotta, Mozzarella and Parmesan
WILD MUSHROOM AND WHITE TRUFFLE
OIL INFUSED FARROW RISOTTO
Add \$1.00
GRUYERE AND CARMELIZED ONION TERRINE
Add \$1.

VEGETABLES

Choose One

CHEF'S SEASONAL JULIENNED VEGETABLE BLEND
CHEF'S SEASONAL ROASTED VEGETABLE BLEND
ROASTED BABY CARROTS
Roasted With Garlic, Olive Oil and Sea Salt
GREEN BEANS ALMONDINE
BRAISED GREEN BEANS
With Tomato and Garlic
GRATINEE OF CREAMED CORN

SIDE SALADS

Choose One

TOSSED GREEN SALAD
Iceberg & Hearts of Romaine Tossed With Tomatoes, Cucumbers, Carrots and Red Cabbage
Choice Of Dressing: Ranch, Bleu Cheese or Balsamic Vinaigrette
(Choose Two Dressings)
CAESAR SALAD
Romaine Lettuce, Parmesan Cheese and Croutons Tossed With A Parmesan Caesar Dressing
SOUTH OF THE BORDER CAESAR SALAD
Romaine and Iceberg Lettuce, Shredded Carrots Grilled Corn, Cilantro, Black Beans, Shredded Jack and Cheddar Cheese, Diced Green Onion, Tomato, Jicama, And Crunchy Tortilla Strips Tossed with Our Lime Chipotle Vinaigrette
CHINOIS SALAD
Chopped Romaine and Iceberg Lettuce, Mandarin Oranges, Toasted Almonds, Julienne Carrots, Sesame Seeds, Green Onions and Wonton Crisps
Tossed In Our Special Sweet Ginger Sesame Soy Dressing
MEDITERRANEAN SALAD
Hearts of Romaine, Cucumbers, Tomatoes, Green Bell Pepper, Red Onion, Olives & Feta Tossed With A Balsamic Vinaigrette Dressing
WILD MIXED FIELD GREENS
Tossed With Shredded Carrots, Sliced Cucumbers, and Fresh Tomatoes
Tossed With A White Wine Dijon Shallot Dressing
EUROPEAN MIXED FIELD GREENS
Tossed With Cranberries, Toasted Walnuts or Toasted Almonds and Gorgonzola With A Champagne Vinaigrette Dressing
WILD MIXED GREENS
Tossed With Mandarin Oranges and Toasted Pine Nuts In A Citrus Vinaigrette

SIDE SALADS CONTINUED

Choose One

HEARTS OF ROMAINE

Tossed With Diced Apples, Goat Cheese,
Toasted Walnuts With A Champagne
Vinaigrette

BUTTERLEAF BIB SALAD

Tossed With Fresh Pears, Asiago Cheese, and
Praline Pecans

Tossed With White Wine Dijon Vinaigrette

FRESH SPINACH SALAD

Tossed With Egg, Bacon, Maui Onion and
Hearts Of Palm With An Old World Bacon
Dressing

BABY MIXED FIELD GREENS

With Smoked Cheddar, Pistachios and Apples
Tossed With White Balsamic Vinaigrette Add
\$0.50

FRESH BROCCOLI SALAD

Tossed With Cranberries, Green Onions,
Toasted Almonds and Our Honey Dijonnaise
Dressing

EDAMAME SALD

Tossed With Grilled Corn and Sweet Red
Peppers

CHILLED ASIAN ANGEL HAIR PASTA SALAD

Served With An Assortment Of Vegetables
Tossed With Our Sesame Ginger Dressing

SPICY SOUTHWEST BOWTIE PASTA SALAD

MEDITERRANEAN PENNE PASTA SALAD

Tossed With Feta Cheese, Kalamata Olives,
Sundried Tomatoes and Artichoke Hearts

NEW POTATO SALAD

Tossed With Slivered Red Onions, Black Olives,
Gorgonzola Italian Parsley and Finished With
Our
White Vinegar Dijon Dressing

RED POTATO SALAD DIJONNAISE

GRILLED POTATO AND CORN SALAD WITH CHIPOTLE MAYONNAISE

Tossed With Cranberries, Green Onions,
Toasted
Almonds, Tossed With Our Honey Dijonnaise

TRADITIONAL SOUTHERN SLAW

THAI PEANUT COLESLAW

RED CABBAGE, GORGONZOLA AND CRISPY BACON SLAW

FRESH SEASONAL FRUIT PLATTER

DESSERT

(Choose one)

Assorted Cookies and Brownies

Apple Cobbler

White and Dark Chocolate Bread Pudding

Lunch \$12.00 to \$14.00

Dinner \$16.25 to \$20.00

**This Price does not include set up,
staffing, rentals or linens**

**A 20% Service Operations Fee and
Applicable Sales Tax will be Added.**

#11.

TGIS

thank
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FOOD | EVENTS | WEDDINGS

THE CORPORATE PACKAGE
DOUGLAS F. DOLLARHIDE
COMMUNITY CENTER

CORPORATE PACKAGE

\$19.25 to \$24.00 per person

This price does not include room set up, staffing, linens, or china
(Minimum of 20 ppl)

CONTINENTAL BREAKFAST

An Abundant Presentation of Freshly Baked Goods. May Include an Assortment of Our Cinnamon Streusel Coffee Cake, Croissants, Mini Muffins, Danishes, Banana Nut Loaf, Carrot Raisin Loaf and Assorted Fresh Bagels Served With The Appropriate Accompaniments
Fresh Seasonal Fruit Display
Chilled Juices
Gourmet Blend Coffee Service

MORNING BREAK

Choose Two:

Assorted Granola Bars, Individual Yogurts,
Sliced European Cheese Display
Gourmet Blend Coffee Service
Hot Tea
Bottled Water

AFTERNOON BREAK

Choose Two:

SWEET AND SAVORIES
Triple Chocolate Brownies, Fresh Cookies,
Lemon Bars, Hummus With Pita, Popcorn,
White Cheddar Popcorn, Cajun Popcorn,
Sweet Potato Chips,
Fresh Vegetable Display With Ranch Dressing

LUNCH BUFFET

Choose One Salad

Choose One Entrée

Yankee Pot Roast
Agean Breast of Chicken
Chicken Balsamico

SANDWICH PLATTER

Choose Three Options
From The Sandwich Menu
Fruit

Two Salads

Iced Tea Included

TUSCAN GRILLED BONELESS BREAST OF CHICKEN

Sun-Dried Tomatoes, Feta, Roasted Pine Nuts
and A Pesto Aioli Spread
On A Rosemary Focaccia

CHICKEN WALNUT SALAD

Diced Apples & Chopped Walnuts
On A Croissant

CURRIED CHICKEN SALAD

Finished With Fresh Raisins, Celery,
Sweet Red Pepper
On A Ciabatta Square

BAHN MI

Braised Caramelized Chicken with Pickled
Daikon and Carrots, Cilantro, Cucumber
Jalapeno,
Chili Aioli On A French Baguette

" MMM TURKEY"

Smoked Turkey Breast, Smoked Bacon, and
Smoked Cheddar Finished With A Sweet
Honey Mustard Aioli
On A Ciabatta Square

THE ANGRY ITALIAN

Honey Ham, Salami, Chopped Spicy
Giardiniera, Herb Aioli, Provolone, Tomato, and
Crunchy Romaine on a French Baguette

SIDE SALADS

CALIFORNIA GREEN SALAD

Your Choice Of Two Dressings: Ranch, Bleu Cheese, or Balsamic Vinaigrette

MEDITERRANEAN SALAD

Hearts of Romaine Tossed with Cucumbers, Red Onion, Green Bell Peppers, Roma Tomatoes, Kalamata Olives and Feta Cheese

WILD MIXED FIELD GREENS

Tossed with Cranberries, Toasted Walnuts and Gorgonzola with a Champagne Vinaigrette

OLD FASHIONED CAESAR SALAD

SOUTHWEST BOW TIE PASTA

RED POTATO SALAD DIJONAISE

SOUTH OF THE BORDER CAESAR

Romaine and Iceberg Lettuce, Shredded Carrots, Grilled Corn, Cilantro, Black Beans, Shredded Jack

and Cheddar Cheese, Diced Green Onions, Crunchy Tortilla Strips With a Lime Chipotle Vinaigrette

CHILLED ASIAN ANGEL HAIR PASTA

Sesame Ginger Dressing and Assorted Fresh Vegetables

DESSERT

ASSORTED FRESH BAKED COOKIES AND DESSERT BARS

#11.

TGIS

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FOOD | EVENTS | WEDDINGS

GOURMET SANDWICHES, WRAPS, & SALADS
DOUGLAS F. DOLLARHIDE
COMMUNITY CENTER

GOURMET SANDWICHES, WRAPS, & SALADS

ASSORTED GOURMET SANDWICH DISPLAY

Maximum of Four Sandwich Style Selections

Served With Two Side Salads and a Cookie

(under 20 ppl = 3 styles, over 20 ppl = 4 styles)

Ice Tea Included

\$10.50 per person

(Linens Are Not Included, Please inquire with your Event Manager for A Linen Quote)

This price does not include room set up, staffing, linens, or china

SOUTHWEST CHICKEN TELERA

Lime Garlic and Paprika Marinated Chicken

Smokey Chipotle Mayonnaise, Pepper Jack

Cheese, Red Onion & Fresh Lettuce

On A Mexican Telera Roll

PEACH BBQ CHICKEN

Peach BBQ Marinated Breast Of Chicken

Topped With Fried Shoestring Onions,

Smoked Cheddar Cheese, Lettuce

& BBQ Aioli Spread

On A Kaiser Onion Roll

TUSCAN GRILLED BONELESS BREAST OF CHICKEN

Sun-Dried Tomatoes, Feta, Roasted Pine Nuts

and A Pesto Aioli Spread

On A Rosemary Focaccia

CHICKEN WALNUT SALAD

Diced Apples & Chopped Walnuts

On A Croissant

CURRIED CHICKEN SALAD

Finished With Fresh Raisins, Celery,

Sweet Red Pepper

On A Ciabatta Square

" MMM TURKEY"

Smoked Turkey Breast, Smoked Bacon, and

Smoked Cheddar Finished With A Sweet

Honey Mustard Aioli

On A Ciabatta Square

HONEY ROASTED TURKEY BREAST

Aged Swiss and Cranberry Chutney Spread

On A Ciabatta Square

THE CORLEONE

Salami, Roasted Red Pepper, Provolone Cheese

Finished With A Dijonnaise

On A Mini French Baguette

BAJA TURKEY

Smoked Turkey Breast, Chipotle Mayonnaise,

Fire Roasted Chile and Pepper Jack Cheese

On A Telera Roll

THE COBB

Thick Sliced Smoked Bacon, Thinly Sliced

Smoked

Breast Of Turkey, Ripe Avocado, Blue Cheese,

Sliced Egg, Lettuce and Tomato

BLACK FOREST HAM

Aged Swiss Cheese With Artichoke Hearts

and a Sweet Honey Mustard

On A Mini French Baguette

ORIGINAL CUBAN

Ham, Roast Pork, Dill Pickles, Mustard, Swiss

Cheese and Butter

On A French Baguette

FRESH SLICED ROAST BEEF

Layered With Tomato, Lettuce, Smoked

Cheddar

Port Caramelized Red Onions and Finished with

Creamy Horseradish Spread

On A Kaiser Onion Roll

MEDITERRANEAN VEGETABLE GRILL

Roasted Red Peppers, Grilled Zucchini, Feta,

Greek Olives, Tomatoes and Oregano

Vinaigrette

On Rosemary Focaccia

MANGIA ITALIANO

Grilled Eggplant, Mozzarella, Fresh Basil and A

Vegetable Tapenade

On A Rosemary Focaccia

ASSORTED GOURMET SANDWICH WRAPS

Served With Two Side Salads and a Cookie
(under 20 ppl = 3 styles, over 20 ppl = 4 styles)

Ice Tea Included

\$10.50 per person

(Linens Are Not Included, Please inquire with your Event Manager for A Linen Quote)

This price does not include room set up, staffing, linens, or china

THAI CHICKEN WRAP

Water Chestnuts, Green Onions, Carrots,
Wonton Crisps, Finely Chopped Broccoli,
Zucchini and Red Cabbage
With A Spicy Peanut Thai Spread

ITALIAN WRAP

Salami, Provolone, Red Bell Peppers,
Cucumber, Tomatoes and A Balsamic
Vinaigrette

COBB WRAP

Turkey, Bacon, Avocado, Egg, Blue Cheese,
Lettuce and Tomato

Tossed In A Champagne Vinaigrette

CAESAR WRAP

Grilled Chicken, Sliced Red Onions, Olives and
Shredded Romaine

Tossed With A Parmesan Caesar

PEKING STEAK WRAP

Marinated Skirt Steak, Lettuce, Bean Sprouts,
Peppers & Onions

Tossed In A Spicy Sweet Ginger Soy Dressing

BARBECUED TOFU WRAPS

Hoisin Soy Marinated Tofu Served With
Julienne

Sweet Red Peppers, Chinese Snow Peas,
Cabbage, Scallions and Bean Sprouts

Tossed In A Garlic Ginger Dressing

SOUTHWEST WRAP

Cilantro Chicken, Black Beans, Grilled Corn,
Shredded Lettuce, Shredded Cheddar and
JacCheese, With Tortilla Strips With A Chipotle
Lime Dressing

ASSORTED HOT SANDWICHES

Served With Two Side Salads and a cookie
(under 20 ppl = 3 styles, over 20 ppl = 4 styles)

Ice Tea Included

\$10.50 per person

(Linens Are Not Included, Please inquire with your Event Manager for A Linen Quote)

This price does not include room set up, staffing, linens, or china

FRENCH DIP

Roast Beef Thinly Sliced, Served With Our
Homemade Au Jus And

Our Horseradish Cream Sauce

Served On Our Mini French Baguette

KAHLUA ROASTED PORK SANDWICH

Finished With Our Own Chimichurri Rojo
Sauce

Served With A Mini French Baguette

BBQ PULLED PORK SANDWICH

Served With A Mini French Baguette

SLICED BBQ BEEF SANDWICH

Served With Our Kaiser Onion Roll

GRILLED SAUSAGE, PEPPERS AND ONIONS

Served With Sliced Mozzarella Cheese and
Mama's

Sweet and Spicy Tomato Sauce

Served On Our Mini French Baguette

"MAMA MIA" MEATBALL SUB

Served With Sliced Provolone
On Our Mini French Baguette

#11.

ASSORTED SANDWICH DISPLAY

Served With One Side Salad and a cookie
under 20 ppl = 3 styles, over 20 ppl = 4 styles)

\$8.95 per person

(Linens Are Not Included, Please inquire with your Event Manager for A Linen Quote)

This price does not include room set up, staffing, linens, or china

Served on a Variety Of Fresh Rolls and Croissants

Choice of Four:

**Honey Smoked Turkey, Black Forest Ham, Chicken ,
Homemade Roast Beef Walnut Salad and
Real Homemade Tuna Salad**

DELI PLATTER

Served With One Side Salads and a Cookie
(under 20 ppl = 3 styles, over 20 ppl = 4 styles)

\$8.95 per person

(Linens Are Not Included, Please inquire with your Event Manager for A Linen Quote)

The Deli Platter Includes An Assortment

Of Three Ounce Portions of Black Forest Ham

Roast Beef, Honey Smoked Turkey Breast Chicken Walnut Salad

Served With Cheddar Cheese, Swiss Cheese, Lettuce,

Tomatoes, Pepperoncini, Pickles, Mayonnaise & Mustard

Served With Fresh baked Rolls and Sliced Bread

BOARDROOM BOXED LUNCHEONS ALSO OFFERED

\$8.95 per person

(Linens Are Not Included, Please inquire with your Event Manager for A Linen Quote)

INCLUDES SANDWICH, SALAD and CHIPS or COOKIES

Choose From The "ASSORTED SANDWICH DISPLAY"

Substitutions:

Fruit for Chips or Cookies \$0.50

Salad for Chips or Cookies \$1.00

"Assorted Sandwich Display"

With a " Gourmet Sandwich" \$1.00

SIDE SALADS

TOSSED GREEN SALAD

Iceberg & Hearts of Romaine Tossed With Tomatoes, Cucumbers, Carrots and Red Cabbage

Your Choice Of Two Dressing: Ranch, Bleu Cheese

or Balsamic Vinaigrette

CAESAR SALAD

Romaine Lettuce, Parmesan Cheese and Croutons Tossed With A Parmesan Caesar Dressing

MEDITERRANEAN SALAD

Hearts of Romaine, Cucumbers, Tomatoes, Green Bell Pepper, Red Onion, Olives & Feta Tossed With A Balsamic Vinaigrette Dressing

SOUTH OF THE BORDER CAESAR SALAD

Romaine and Iceberg Lettuce, Shredded Carrots Grilled Corn, Cilantro, Black Beans, Shredded Jack and Cheddar Cheese, Diced Green Onion, Tomato, Jicama, Crunchy Tortilla Strips, Tossed with Our Lime Chipotle Vinaigrette

CHINOIS SALAD

Chopped Romaine and Iceberg Lettuce, Mandarin

Oranges, Toasted Almonds, Julienne Carrots, Sesame Seeds, Green Onions and Wonton Crisps Tossed In Our Special Sweet Ginger Sesame Soy Dressing

CHILLED ASIAN ANGEL HAIR PASTA SALAD

Served With An Assortment Of Vegetables Tossed With Our Sesame Ginger Dressing

SOUTHWEST BOWTIE PASTA SALAD

MEDITERRANEAN PENNE PASTA SALAD

Tossed With Feta Cheese, Kalamata Olives, Sundried Tomatoes and Artichoke Hearts

TRADITIONAL SOUTHERN SLAW

THAI PEANUT COLESLAW

RED CABBAGE, GORGONZOLA AND CRISPY BACON SLAW

FRESH SEASONAL FRUIT PLATTER

WILD MIXED FIELD GREENS

Tossed With Shredded Carrots, Sliced Cucumbers, and Fresh Tomatoes

Tossed With A White Wine Dijon Shallot Dressing

EUROPEAN MIXED FIELD GREENS

Tossed With Cranberries, Toasted Walnuts or Toasted Almonds and Gorgonzola

With A Champagne Vinaigrette Dressing

WILD MIXED GREENS

Tossed With Mandarin Oranges and Toasted Pine Nuts

In A Citrus Vinaigrette

BABY MIXED FIELD GREENS

With Smoked Cheddar, Pistachios and Apples Tossed With White Balsamic Vinaigrette

HEARTS OF ROMAINE

Tossed With Diced Apples, Goat Cheese, Toasted Walnuts. With A Champagne Vinaigrette

BUTTERLEAF BIB SALAD

Tossed With Fresh Pears, Asiago Cheese, Praline Pecans

Tossed With White Wine Dijon Vinaigrette

FRESH BROCCOLI SALAD

Tossed With Cranberries, Green Onions, Toasted Almonds

With Our Honey Dijonnaise Dressing

EDAMAME SALAD

Tossed With Grilled Corn and Sweet Red Peppers

RED POTATO SALAD DIJONNAISE

NEW POTATO SALAD

Tossed With Slivered Red Onions, Black Olives, Gorgonzola, Italian Parsley and Finished With Our

White Vinegar Dijon Dressing

GRILLED POTATO AND CORN SALAD WITH

CHIPOTLE MAYONNAISE

Tossed With Cranberries, Green Onions, Toasted

Almonds, Tossed With Our Honey Dijonnaise

ENTRÉE SALAD SELECTIONS

Sit Down Style Only

All Salad Entrees Include Bread and Butter

Ice Tea Included

\$8.95 per person

(Linens Are Not Included, Please inquire with your Event Manager for A Linen Quote)

This price does not include room set up, staffing, linens, or china

TGIS BISTRO SALAD

Dried Cranberries, Finely Chopped Red Onion,
Toasted Pecans, Gorgonzola Cheese

Served With A Champagne Vinaigrette
With Grilled Chicken

GRILLED CHICKEN CAESAR SALAD

Hearts Of Romaine Tossed With Julienne
Charbroiled Chicken With Parmesan Croutons,
Black Olives and Topped With Shaved
Parmesan

With A Parmesan Caesar Dressing

HERB CRUSTED SALMON SALAD

Our Wonderful Fresh Herb-Crusted Salmon
Served On Top Of Baby Lettuces, Vegetables
and Tomatoes

Tossed In Our Champagne Vinaigrette
(Add \$2.00 per person)

BARBEQUE CHICKEN CHOP

Iceberg Lettuce, Romaine Lettuce, Diced
Chicken

Shredded Gouda, Grilled Corn, Chopped
Cilantro,

Tomatoes, Cucumbers Topped With Crispy
Fried

Onion Strings. Finished With A Homemade
Barbequed

Ranch Dressing

THE COBB SALAD

Diced Charbroiled Breast Of Chicken, Avocado,
Crumbled Blue Cheese, Real Bacon Bits, Diced
Tomatoes. Tossed With "Dad's Unbelievable
Bleu

Cheese" Dressing

GLORIOUS GREEK SALAD

Diced Tomato, Crumbled Feta Cheese, Red
Onion

Seeded Cucumber, Bell Peppers, Kalamata
Olives,

Romaine and Iceberg Lettuce, Lemon Rosemary
Herb Julienne Chicken

Finished With A Red Balsamic Herb Vinaigrette

ARGENTINIAN GAUCHO STEAK SALAD

Marinated Grilled Skirt Steak, Diced Potatoes,
Grilled Carrots, Gorgonzola, Fresh Tomatoes
and Red Onions. Served Over Mixed Greens.

Tossed In a Classic Vinaigrette

(Add \$1.50 per person)

SOUTH OF THE BORDER

Romaine and Iceberg Lettuce, Shredded Carrots,
Grilled Corn, Cilantro, Black Beans, Shredded
Jack

and Cheddar cheese, Julienne Grilled Chicken,
Diced Green Onions, Crunchy Tortilla Strips
With

A Lime Chipotle Vinaigrette

CHOPPED INSALATA LEONE

Grilled Diced Chicken or Salami, Chopped
Romaine and Iceberg Lettuce, Diced Roma

Tomatoes, Garbanzo Beans, Finely Diced
Onions, Black Olives, Shredded Mozzarella

Accompanied With Our Herb Vinaigrette
Dressing

CHINOIS CHICKEN CHOP

Charbroiled Sliced Breast of Chicken, Chopped
Romaine and Iceberg Lettuce, Mandarin

Oranges, Toasted Almonds, Julienne Carrots,
Sesame Seeds, Green Onions and Wonton

Crisps Tossed In Our Special Sweet Ginger
Sesame Soy Dressing

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FOOD | EVENTS | WEDDINGS

MEXICAN FIESTA BUFFET
DOUGLAS F. DOLLARHIDE
COMMUNITY CENTER

#11.

MEXICAN FIESTA BUFFET

LUNCH: \$10.00 to \$13.00 DINNER: \$16.00 to \$20.00

This price does not include room set up, staffing, linens, or china

CHOICE OF TWO ENTREES

TEQUILA LIME CHICKEN ENCHILADAS CHEESE ENCHILADAS

With Choice of Tequila Lime Sauce or Ranchero Sauce

CHILE COLOADO

Slow Braised Beef in an Ancho Chile Sauce

CHILE VERDE

Slow Braised Pork in a Tomatillo Jalapeno Sauce

TRADITIONAL MEXICAN TACOS

Choice of One: Chicken, Ground Beef or Carnitas

Split: Add \$1.00 per person

Carne Asada: Add \$2.00 per person

Served with Cilantro, Onions, Salsa, and Corn Tortillas

PESCADO A LA VERA CRUZ

Add \$1.00 per person

CHOICE OF TWO SIDES

CHARRO BEANS

Traditional Mexican Pinto Beans Cooked with Garlic, Chorizo and Smokey Chipotle

REFRIED BEANS

SPANISH RICE

GREEN CHILE AND CILANTRO RICE

LATIN ROASTED POTATOES

Seasoned with Mexican Oregano, Lemon Pepper, and Chile Powder Slow Roasted and Finished with Chopped Cilantro

MEXICAN CAESAR SALAD

Served with a Fresh Cilantro Caesar Dressing

SOUTH OF THE BORDER CAESAR SALAD

Romaine Lettuce Tossed with Roasted Corn, Black Beans, Queso Fresco, and Tortilla Strips Tossed with a Chipotle Lime Vinaigrette

DESSERT

TRES LECHEs CAKE

ARROZ CON LECHE

Prepared with Fresh Coconut Milk and Served Cold

SWEET CHEESE EMPANADAS

Served with a Scoop of Dulce de Leche Ice Cream

Add \$2.50 per person

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FOOD

EVENTS

WEDDINGS

SIT DOWN DINNER MENU
DOUGLAS F. DOLLARHIDE
COMMUNITY CENTER

SIT DOWN MENU

Sit Down Menu Includes a choice of One Entrées, One Salad, One Side, One Vegetable, Rolls and Butter and One Dessert Option.

Lunch option includes Iced Tea and Water.

Dinner option includes Coffee and Water.

This prices below do not include room set up, staffing, linens, or china

BEEF / PORK

MAMA'S LASAGNA BOLOGNESE

Served With Salad, Vegetables and Rolls

Lunch \$8.00 Dinner \$11.00

CARVED LOIN OF PORK

Thyme and Maple Glazed. Finished with a Shallot and Maple Sauce.

Lunch \$8.00 Dinner \$11.00

TENDER MARINATED TRI TIP

Served With A Bordelaise Reduction

Lunch \$9.00 Dinner \$12.00

ALE AND MAPLE BRAISED SHORT RIBS

Braised With Porter Ale and Fresh Vegetables

Lunch \$9.00 Dinner \$12.00

FIVE SPICED BRAISED SHORT RIBS

Lunch \$9.00 Dinner \$12.00

MATAMBRE

Roulades Of Sirloin of Beef Stuffed and Rolled With Fresh Spinach, Pine Nuts, Garlic, Parmesan

Cheese, Prosciutto and Fresh Herbs With Our Port Wine Reduction Sauce

Lunch \$12.00 Dinner \$15.00

MARINATED SKIRT STEAK ROULADE

Marinated in Red Wine, Balsamic, Garlic, Shallots Rolled With Grilled Vegetables

Lunch \$12.00 Dinner \$15.00

PORK TENDERLOINS MEDALLIONS

Served With A Red Onion Confit

Lunch \$8.00 Dinner \$11.00

TENDERLOIN MEDALLIONS OF BEEF FORESTIERE

With a Cabernet Reduction

Lunch \$12.00 Dinner \$15.00

BEEF WELLINGTON

Served With A Madeira Reduction

Lunch \$12.00 Dinner \$15.00

COURSE PEPPER PAN SEARED NEW YORK STEAK

Served With Our Caramelized Shallot and Cognac Diane Sauce

Lunch \$13.00 Dinner \$16.00

HERB CRUSTED PRIME RIB OF BEEF

Served With All The Appropriate Accompaniments

Lunch \$13.00 Dinner \$16.00

PEPPERCORN CRUSTED TENDERLOIN OF BEEF

Served With A Demi Glaze Reduction

Lunch \$13.00 Dinner \$16.00

FILET MIGNON

Served With A Wild Mushroom and Caramelized

Shallot Reduction

Lunch \$13.00 Dinner \$16.00

DOUBLE CUT LAMB CHOPS

Served With Our Caramelized Garlic Tomato Concasse Sauce

Lunch \$13.00 Dinner \$16.00

VEAL MARSALA

Sautéed in Fresh Mushrooms, Garlic, Marsala Wine

Lunch \$13.00 Dinner \$16.00

CHICKEN

AEGEAN CHICKEN

Breast With Wing, Marinated and
Finished With Greek Spices

Lunch \$8.00 Dinner \$11.00

ROSEMARY AND THYME ENCRUSTED BREAST OF CHICKEN

Brushed With A Lemon Butter Finish

Lunch \$8.00 Dinner \$11.00

CHICKEN BREAST MARSALA

Breast Of Chicken Sautéed In A Sauce of
Marsala Wine, Garlic and Mushrooms

Lunch \$8.00 Dinner \$11.00

CHICKEN BREAST PICATTA

Breast Of Chicken Sautéed In A Sauce Of
Lemon, Capers, and Wine

Lunch \$8.00 Dinner \$11.00

MEDITERRANEAN CHICKEN

Breast Of Chicken Topped With A Sauce Of
Fresh Roma Tomatoes, Basil and Garlic

Lunch \$8.00 Dinner \$11.00

TRADEWINDS CHICKEN

Served With A Kiwi Pineapple and Mango Salsa

Lunch \$8.00 Dinner \$11.00

SEAFOOD

CAJUN BLACKENED CATFISH

Served With A Cajun Remoulade Sauce

Lunch \$8.00 Dinner \$10.00

PARMESAN AND THYME CRUSTED WHITE FISH

Finished With A White Wine and Caper Butter

Lunch \$8.00 Dinner \$10.00

MEDITERRANEAN RED SNAPPER WITH A SHALLOT HONEY TRUFFLE GLAZE

Topped with a Fresh Gold and Yellow Tomato
Finished with a Garlic Olive and Basil Coulis

Lunch \$7.91 to \$11.35 Dinner \$11.69 to \$15.25

CHICKEN FLORENTINE

Breast Of Chicken Filled With Fresh Spinach,
Goat Cheese and Fresh Dill

Lunch \$8.00 Dinner \$11.00

BALSAMICO ROAST CHICKEN

Chicken Breast Stuffed With Fresh Herbs and
Prosciutto Roasted To A Crisp Golden Brown
Finished Off With A Balsamic Glaze

Lunch \$8.00 Dinner \$11.00

PROVENCIAL CHICKEN

Breast Of Chicken Stuffed With Spinach,
Mushrooms, Wild Rice and Pine Nuts

Lunch \$8.00 Dinner \$11.00

VENTETIAN CHICKEN

Chicken Breast Stuffed With Mozzarella And
Aged Italian Prosciutto. Served With A Caper,
Lemon and White Wine Sauce

Lunch \$8.00 Dinner \$11.00

CHICKEN WELLINGTON

Wrapped In A Flaky Pastry
Served With A White Wine Shallot Reduction

Lunch \$9.00 Dinner \$12.00

FRESH MAHI-MAHI

Prepared With Mediterranean Spices and
Topped

With Sautéed Leeks, Almonds and Raisins. Or,
Braised With Caramelized Leeks and Shallots

Lunch \$12.00 Dinner \$15.00

MEDITERRANEAN SALMON

Prepared with Garlic Rosemary Lemon Butter.
Topped with Kalamata Olives, Leeks, and Sweet
Red Pepper Caponata. Served with a Citrus
Buerre Blanc.

Lunch \$12.00 Dinner \$15.00

MISO GLAZED SALMON

Served With Our Sesame Ginger Sauce

Lunch \$12.00 Dinner \$15.00

DUO

BRAISED SHORT RIBS WITH CHICKEN

Choice of a Selection of Specialty Entrees.

Lunch \$14.00 Dinner \$18.00

CHICKEN WITH SALMON

Choice of a Selection of Specialty Entrees.

Lunch \$14.00 Dinner \$18.00

PETITE FILET WITH CHICKEN

Lunch \$14.50 Dinner \$18.50

FILET MIGNON WITH SALMON

Petite Filet Finished With A Shallot Demi Glaze.

Paired With Rosemary and Lemon Butter Brushed

Salmon Topped With Roasted Garlic, Leek and Sweet Red Pepper Caponata and Finished With A Citrus Beurre Blanc

Lunch \$15.00 Dinner \$19.00

PETITE FILET WITH JUMBO PRAWNS

Creamy Peppercorn Sauce Paired With Jumbo Prawns in A Scampi Persillade

Lunch \$15.50 Dinner \$21.00

VEGETABLES

Choose One

CHEF'S SEASONAL JULIENNED

VEGETABLE BLEND

CHEF'S SEASONAL ROASTED

VEGETABLE BLEND

FRESH SEASONAL VEGETABLE DUET

ROASTED BABY CARROTS

Roasted With Garlic, Olive Oil and Sea Salt

GRATINEE OF CREAMED CORN

BRAISED GREEN BEANS

With Tomato and Garlic

GREEN BEANS ALMONDINE

SIDES

Choose One

SHALLOT AND LEMON BUTTER

ROASTED

WHITE POTATOES

MASHED GARLIC POTATOES

GORGONZOLA MASHED POTATOES

ROASTED NEW POTATOES

Roasted With Fresh Rosemary and Sea Salt

POTATO AND PANCHETTA HASH

POTATOES GRATINEE

HERBED RICE PILAF

WILD RICE BLEND

JASMINE RICE

Flavored With Saffron

LARGE PEARL VEGETABLE

COUSCOUS

CARMELIZED SHALLOT ORZO

PASTA PENNE ALA FRESCA

Tossed With Fresh Roma Tomatoes, Garlic, Basil, Feta Cheese and Toasted Pine Nuts

FARFALLE PASTA MARSALA

Four Varieties of Mushrooms Sautéed

In A Marsala Wine Reduction Sauce

SAVORY BREAD PUDDING

Layered With Caramelized Leeks and

Mushrooms

WILD MUSHROOM AND WHITE TRUFFLE

OIL INFUSED FARROW RISOTTO

Add \$1.00 per person

GUYERE AND CARMELIZED ONION

TOWER

Add \$2.50 per person

SALADS

Choose One

TOSSED GREEN SALAD

Romaine and Iceberg Lettuce Tossed with Tomatoes, Cucumbers, Shredded Carrots, and Cabbage.

Served with Ranch or Balsamic Vinaigrette Dressing

EUROPEAN MIXED FIELD GREENS

Tossed With Cranberries, Toasted Walnuts and Gorgonzola

With A Champagne Vinaigrette Dressing

MEDITERRANEAN SALAD

Hearts of Romaine, Cucumbers, Tomatoes, Green Bell Pepper, Red Onion, Olives & Feta Tossed With A Balsamic Vinaigrette Dressing

HEARTS OF ROMAINE

Tossed With Diced Apples, Goat Cheese, Toasted Walnuts

With A Champagne Vinaigrette

TOSSED CAESAR SALAD

Hearts Of Romaine Tossed With Parmesan Croutons, Black Olives, Slivered Red Onion and Topped With Shaved Parmesan

Tossed With Our Parmesan Caesar Dressing

BUTTERLEAF BIB SALAD

Tossed With Fresh Pears, Asiago Cheese, and Praline Pecans

Tossed With White Wine Dijon Vinaigrette

FRESH SPINACH SALAD

Tossed With Egg, Bacon, Maui Onion and Hearts Of Palm With An Old World Bacon Dressing

BABY MIXED FIELD GREENS

With Smoked Cheddar, Pistachios and Apples

Tossed With White Balsamic Vinaigrette

Add \$0.50

DESSERTS

CHOCOLATE CAKE SQUARE

WHITE AND CHOCOLATE BREAD

PUDDING

APPLE CRISP

*See Additional Desserts for Specialties

Linens Will Be Included

A 20% Service Operations Fee and Applicable Sales Tax will be Added.

**The prices above do not include
room set up, staffing, linens, or china**

#11.

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FOOD

EVENTS

WEDDINGS

THE SOUL FOOD BUFFET
DOUGLAS F. DOLLARHIDE
COMMUNITY CENTER

#11.

THE SOUL FOOD BUFFET

Lunch: \$10.00 to \$13.00 per person Dinner: \$16.00 to \$20.00 per person

This price does not include room set up, staffing, linens, or china

CHOICE OF TWO ENTREES

SMOTHERED PORK CHOPS

SOUTHERN STYLE OXTAILS

SUCCULENT FRIED CHICKEN

CORNMEAL AND FLOWER CRUSTED

BONELESS BEEF SHORT RIBS

Served With Homestyle Gravy

Add \$1.00 per person

RED SNAPPER

Served with Tarter Sauce

CHOICE OF TWO SIDES

COLLARD GREENS

WHITE RICE

BUTTERED CORN

YAMS

MACARONI AND CHEESE

BLACK EYED PEAS

STRING BEANS

CHOICE OF ONE SALAD

Served with Cornbread or Artisan Rolls and Butter

CALIFORNIA GREEN SALAD

Iceberg & Hearts of Romaine Tossed With
Tomatoes, Cucumbers, Carrots, Red Cabbage,
And Croutons

Your Choice Of Dressing: Ranch, Bleu Cheese
or Balsamic Vinaigrette

SOUTHERN STYLE CHOPPED SALAD

Chopped Iceberg Lettuce Topped with Bacon,
Sliced Red Onion, and Diced Tomatoes Served
with Homemade Garlic Bleu Cheese Dressing

DESSERT

PEACH COBBLER

BANANA BREAD PUDDING

SWEET POTATO PIE

Add \$2.00 per person

SPECIAL SENIOR MENUS

BBQ MENU

BBQ CHICKEN
(QUARTERED)

MACARONI AND CHEESE

GREEN SALAD
Tossed With Cucumbers, Carrots and Tomatoes
With Creamy Ranch Dressing

MEDITERRANEAN MENU

AEGEAN CHICKEN
(QUARTERED)

RICE PILAF

GREEK SALAD
Romaine Lettuce, Cucumbers, Tomatoes, Red
Onions, Feta Cheese
Greek Oregano Vinaigrette Dressing

THE COMFORT OF HOME MENU

MEAT LOAF

MASHED POTATOES AND GRAVY

BUTTERLEAF BIB SALAD
Tossed With Diced Pears, Walnuts and Asiago
Cheese
With A Champagne Vinaigrette Dressing

LATIN AMERICAN MENU

CHICKEN ENCHILADAS

SPANISH RICE

SOUTHWEST CAESAR SALAD
Tossed With Corn, Black Beans, Tomatoes,
Shredded Cheese
With A Cilantro Vinaigrette Dressing

AMERICAN TRADITIONS MENU

ROASTED TURKEY

CORNBREAD STUFFING

MIXED GREEN SALAD
Tossed With Cranberries and Almonds
With A Balsamic Vinaigrette Dressing

ITALIAN MENU

CHICKEN PARMESAN
Topped With Tomato Basil Coulis and Melted
Mozarella

CREAMY PENNE PASTA

CAESAR SALAD
Romaine Lettuce , Tossed With Parmesan
Cheese and Croutons With Our Homemade
Caesar Dressing

THE PIONEER MENU

MAPLE ROASTED PORK
With Apple Port Wine Sauce

GARLIC MASHED POTATOES

WEDGE SALAD
Diced Tomatoes and Red Onions, Bleu Cheese
Crumbles and Our Homemade Bleu Cheese
Dressing

SEVEN ANNUAL EVENTS MENU @ \$10.00 per person
Does Not Include, Staffing, Linens, Décor or Tax.

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FOOD | EVENTS | WEDDINGS

WEDDING CATERING MENU
DOUGLAS F. DOLLARHIDE
COMMUNITY CENTER

WEDDING CATERING MENU

Wedding Packages

As the exclusive full-service caterer for the Compton Community Center, Thank Goodness It's Sofia (TGIS) will handle all food and beverage needs for your event.

In Business for over 22 years, TGIS is known as one of the premier catering companies in Southern California. TGIS provides the finest quality food and impeccable service, not to mention creativity and presentation second to none.

Whether your event is sizable or intimate, extravagant, individually-themed, or unassuming - TGIS will make it spectacular and memorable!

All of the wedding packages in this menu include the following:

- Elegant Ivory or White Tablecloths
- Choice of Select Linen Napkin Colors
- All China, Flatware, Glassware
- Choice of Beverage to be Served with the Meal
- Two Hour Gourmet Coffee Station
- Served Champagne and/or Sparkling Cider Toast
- Personalized Wedding Cake & Tasting Prepared by the Most Established Local Bakeries
- Cake Cutting and Serving
- A Professional Team of Kitchen & Serving Staff (Excluding Bartenders)

Standard Sit-Down Package

Displayed Hors D' Oeuvres

Choose Two

Imported & Domestic Cheese Display

Served with all the Appropriate Accompaniments

Fresh Fruit Display

Fresh Crudités Display

Served with our Garlic Ranch Dipping Sauce

Entrees

Choose One

Mediterranean Chicken

With Feta Cheese, Tomatoes, Capers, and Kalamata Olives

Chicken Breast Marsala

Sautéed in Marsala Wine, Garlic and Mushrooms

Chicken Breast Picatta

Sautéed in a Sauce of Lemon, Capers and White Wine

Rosemary & Thyme Encrusted

Breast of Chicken

Brushed with a Lemon Butter Finish

Roast Loin of Pork

Service with a Cranberry and Port Wine Reduction Sauce

Carved Sirloin of Beef

Served with a Peppercorn Brandied Demi-glaze

Herb Crusted White Fish

Served with a Citrus Beurre Blanc
Add \$1.00 per person

Filet of Spice Rubbed Salmon

Topped with a Fresh Garlic and Roasted Red Pepper Caponata. Finished with our Fresh tarragon sauce.

Add \$2.00 per person

Provencial Chicken

Stuffed with Spinach, Mushrooms, Wild Rice, Artichoke Hearts and Pine Nuts. With a Chardonnay Leek Sauce

Add \$2.00 per person

Grilled Chicken Balsamico

Stuffed with Prosciutto, Chopped Italian Parsley, Basil, Minced Garlic, and Finished off with a Balsamic Glaze.

Add \$2.00 per person

Florentine Stuffed Chicken

Breast of Chicken Filled with Fresh Spinach, Goat Cheese and Fresh Dill. Finished with a Madeira Leek Reduction.

Add \$2.00 per person

#11.

Sides

Choose One

Roasted Garlic Mashed Potatoes

Rosemary Roasted New Potatoes

Large Pearl Roasted Vegetable Couscous

Herbed Rice Pilaf

Caramelized Shallot Orzo

Penne Pasta

Tossed with Artichoke Hearts, Sundried Tomatoes and Our Fresh Roma Sauce

Farfalle Pasta

Tossed with Our Pesto Cream Sauce

Vegetables

Choose One

Chef's Seasonal Roasted Vegetables

Green Beans Almandine

Roasted Baby Carrots

Salads

Choose One

Tossed Caesar Salad

Romaine Lettuce, Parmesan Cheese and Croutons Tossed With A Parmesan Caesar Dressing

European Mixed Field Greens

Tossed With Cranberries, Toasted Walnuts or Toasted Almonds and Gorgonzola With A Champagne Vinaigrette Dressing

Mediterranean Salad

Hearts of Romaine, Cucumbers, Tomatoes, Green Bell Pepper, Red Onion, Olives & Feta

Tossed With A Balsamic Vinaigrette Dressing

Hearts of Romaine

Tossed With Diced Apples, Goat Cheese, Toasted Walnuts With A Champagne Vinaigrette

California Green Salad

Iceberg & Hearts of Romaine Tossed With Tomatoes, Cucumbers, Carrots and Red Cabbage

Your Choice Of Dressing: Ranch, Bleu Cheese or Balsamic Vinaigrette

To Include:

Artisan Bread & Butter

Standard Sit - Down Lunch Package \$14.00 TO \$17.00 Per Person

Standard Sit - Down Dinner Package \$18.00 TO \$23.00 Per Person

This price does not include room set up, staffing, linens, or china

20% service operations fee and applicable sales tax will be added

Premium Sit-Down Package

Displayed Hors D' Oeuvres

Choose Two

Imported & Domestic Cheese Display

Served with all the Appropriate Accompaniment

Fresh Fruit Display

Fresh Crudités Display

Served with our garlic ranch dipping sauce

Hors D' Oeuvres - Tray Passed

Choose One

Wood Fired Gourmet Pizzas

Empanaditas

Served with Habanero Ketchup

Macadamia Chicken Lollipops

Served with a Chardonnay Dipping Sauce

Crab Stuffed Mushrooms

Margarita Chicken Brochettes

Balsamico Beef Brochettes

Lemon Chili Chicken Skewers

Fresh Ceviche

Spicy Chicken Wonton Cups

Lobster Sake Shooters

Entrees

Choose One

Provincial Chicken

Stuffed with Spinach, Mushrooms, Wild Rice, Artichoke

Hearts and Pine Nuts. With a Chardonnay Leek Sauce

Grilled Chicken Balsamico

Stuffed with Prosciutto, Chopped Italian Parsley, Basil, Minced Garlic. Finished off with a Balsamic Glaze.

Chicken Wellington

Boneless Chicken Breast Sautéed Mushroom Duxelle in Puff Pastry. Served with a Champagne Tarragon Sauce

Venetian Chicken

Chicken Breast Stuffed with Mozzarella, Fresh Basil

and Aged Italian Prosciutto Served with a Sherried Mushroom Garlic Sauce.

Portobello Chicken

Chicken Marinated with Italian Seasoning and Topped off with a Portobello Mushroom.

Stuffed Pork Chop

Served with a Maple Pecan Reduction

#11.

Fresh Mahi Mahi

Prepared with Mediterranean Spices and Topped with Sautéed Leeks, Almonds and Raisins or Braised with Caramelized Leeks and Shallots.

Filet of Spice Rubbed Salmon

Finished with our Fresh Tarragon Sauce.

Miso Glazed Salmon

Served with Our Sesame Ginger Sauce.
Horseradish and Potato Crusted Red Snapper
Served with a Citrus Beurre Blanc.

Barolo Braised Boneless Short Ribs

Sterling Boneless Short Ribs

Braised in Porter Ale and Finished with a Maple

Rosemary Glaze

Roulade of Skirt Steak

Prime Skirt Steak Prepared with a Blend of Spices, Balsamic Vinegar and Rolled with Thinly Sliced Zucchini and Fire Roasted Red Pepper
Add \$2.00 per person

New York Steak

10oz. Peppercorn Rubbed New York Steak
Served with a Mustard Buree Blanc

Matambre

Roulades of Beef Stuffed with Fresh Sautéed Spinach and Fresh Herbs Lined with a Touch of Prosciutto and
Served with our Chimichurri Rojo Sauce
Add \$2.00 per person

Osso Bucco Style Short Ribs

Seared on a Hot Grill and Finished with a Maple Bordeaux

Add \$2.00 per person

Tenderloin Medallions of Beef Forestiere

With a Cabernet Reduction.

Add \$2.00 per person

Lamb Shank

New Zealand Lamb Hind Shank Marinated in Rosemary, Olive oil, Garlic, Fresh Squeezed Lemon Juice. Slow Roasted and Topped with a Tomato Coulis.

Add \$2.00 per person

Filet Mignon En Croute

Tender Filet, Wild Mushroom Bruschetta & Boursin

Wrapped in a Puff Pastry. With a Bordelaise Reduction

(add \$3.00 per person)

Sides

Choose One

Roasted Garlic Mashed Potatoes

Shallot Lemon Butter Roasted White Potatoes

Large Pearl Roasted Vegetable Couscous

Herbed Rice Pilaf

Farfalle Pasta

Tossed with Our Pesto Cream Sauce

Caramelized Shallot Orzo

Wild Mushroom & White Truffle Oil Farro Risotto

Vegetables

Choose One

Chef's Seasonal Roasted Vegetables
Fresh Seasonal Vegetable Duet

Roasted Baby Carrots
Roasted Baby Carrots

Salads

Choose One

Tossed Caesar Salad
Romaine Lettuce, Parmesan Cheese and
Croutons Tossed With A Parmesan Caesar
Dressing

Butterleaf Bib Lettuce
Tossed With Fresh Pears, Asiago Cheese,
Praline Pecans
Tossed With White Wine Dijon Vinaigrette

European Mixed Field Greens
Tossed With Cranberries, Toasted Walnuts or
Toasted Almonds and Gorgonzola With A
Champagne Vinaigrette Dressing

Baby Mixed Field Greens
With Smoked Cheddar, Pistachios and Apples
Tossed With White Balsamic Vinaigrette

To Include: Artisan Bread & Butter

Premium Sit - Down Lunch Package @ \$22.00 to \$27.00 Per Person

Premium Sit - Down Dinner Package @ \$28.00 to \$32.00 Per Person

This price does not include room set up, staffing, linens, or china

20% service operations fee and applicable sales tax will be added

Standard Buffet Package

Displayed Hors D' Oeuvres

Choose Two

IMPORTED & DOMESTIC CHEESE DISPLAY

To Include Baked Brie En Crouste, Danish Bleu,
Gouda, Goat
Cheese, Monterrey Jack and Swiss Served with
all the Appropriate Accompaniments

FRESH SEASONAL FRUIT DISPLAY

FRESH CRUDITES DISPLAY

Served with our Garlic Ranch Dipping Sauce

Entrees

Choose Two

TENDER MARINATED TRI TIP

Served With A Chasseur Sauce and Creamy
Horseradish

SLOW ROASTED BRISKET OF BEEF

Served in a Pan Gravy

ROASTED ROSEMARY AND THYME LOIN OF PORK

With a Brown Sugar Dijon Mustard Glaze
Served with a
Maple and Port Wine Reduction Sauce

BAROLLO BRAISED SHORT RIBS

With a Mushroom Pan Reduction Sauce

CARVED HERB CRUSTED ROAST TURKEY

Served with a White Wine Giblet Gravy

CHICKEN BREAST MARSALA

Breast of Chicken Sautéed in a Sauce of Marsala
Wine,
Garlic and Mushrooms

CHICKEN BREAST PICATTA

Breast of Chicken Sautéed in a Sauce of Lemon,
Capers and Wine

ROSEMARY AND THYME HERBED BREAST OF CHICKEN

Tender Herbed Rubbed Breast of Chicken
served with a Lemon
and White Wine Sauce

CHICKEN FLORENTINE

Breast of Chicken Filled with Fresh Spinach,
Goat Cheese and
Fresh Dill Finished with a Citrus Kissed Shallot
and White Wine Sauce

FRANGO

Carved Tender Breast of Turkey Wrapped in
Bacon basted with
a Hint of Seasoning. Served with Chimichurri
Verde Sauce

PROVENCIAL CHICKEN

Breast of Chicken Stuffed with Spinach,
Mushrooms, Wild Rice
and Pine Nuts. Served With a Chive and White
Wine Sauce

RED SNAPPER

Rosemary Butter with Sundried Tomato and
Kalamata Olives
Topped with a Leek Caponada

Prepared with Mediterranean Spices
Accompanied with a Lemon Shallot White Wine

Sauce

Sides

Choose One

GARLIC MASHED POTATOES

LARGE PEARL VEGETABLE COUSCOUS

ROASTED NEW POTATOES

HERBED RICE PILAF

Vegetables

Choose One

RIVIERA VEGETABLE BLEND

ROASTED BABY CARROTS

GREEN BEANS ALMONDINE

Salads

Choose One

TOSSED CAESAR SALAD

Romaine Lettuce, Parmesan Cheese and
Croutons
Tossed With A Parmesan Caesar Dressing

HEARTS OF ROMAINE

Tossed With Diced Apples, Goat Cheese, and
Toasted Walnuts
With A Champagne Vinaigrette

EUROPEAN MIXED FIELD GREENS

Tossed With Cranberries, Toasted Walnuts and
Gorgonzola
With A Champagne Vinaigrette Dressing

CALIFORNIA GREEN SALAD

Iceberg & Hearts of Romaine Tossed With
Tomatoes, Cucumbers, Carrots and Red
Cabbage

MEDITERRANEAN SALAD

Hearts of Romaine, Cucumbers, Tomatoes,
Green Bell Pepper, Red Onion, Olives &
Feta Tossed With A Balsamic Vinaigrette
Dressing

Your Choice Of Dressing: Ranch, Bleu Cheese
or Balsamic Vinaigrette

To Include:

Artisan Rolls and Butter

#11.

Beverage Service

Water and Choice of One Beverage Served with the Meal
Two Hour Gourmet Blend Coffee Station or Ice Tea Station
Add Two Bottles of House Wine per Table For
\$3.50 per person

Standard Buffet Lunch Package \$14.00 to \$17.00 Per Person

Standard Buffet Dinner Package \$18.00 to \$23.00 Per Person

This price does not include room set up, staffing, linens, or china

20% Service Operations Fee and Applicable Sales Tax Will be Added
The Centre Wedding Menus

Premium Buffet Package

Displayed Hors D' Oeuvres

Choose Two

Imported & Domestic Cheese Display

Served with all the Appropriate Accompaniments

Fresh Fruit Display

Fresh Crudités Display

Served with our Garlic Ranch Dipping Sauce

Hors D' Oeuvres - Tray Passed

Choose One

Wood Fired Gourmet Pizzas

Empanaditas

Served with Habanero Ketchup

Macadamia Chicken Lollipops

Served with a Chardonnay Dipping Sauce

Crab Stuffed Mushrooms

Margarita Chicken Brochettes

Balsamico Beef Brochette

Lemon Chili Chicken Skewers

Fresh Ceviche

Spicy Chicken Wonton Cups

Lobster Sake Shooters

Baked Brie En Croute

Entrees

Choose Two

Florentine Stuffed Chicken

Stuffed with Fresh Spinach, Goat Cheese and Fresh Dill. Finished with a Madeira Leek Reduction.

Provencal Chicken

Stuffed with Spinach, Mushrooms, Wild Rice, Artichoke Hearts and Pine Nuts. With a Chardonnay Leek Sauce

Grilled Chicken Balsamico

Stuffed with Prosciutto, Chopped Italian Parsley, Basil, Minced Garlic, Finished off with a Balsamic Glaze.

#11.

Mediera Mushroom Chicken

Breast of Chicken Stuffed with Mushroom
Bruschetta and Finished with a Sherried
Mushroom
Sauce.

Fresh Mahi Mahi

Brushed with A Rosemary Butter, Finished with
a
Leek and Sweet Roasted Red Pepper Caponata
Horseradish and Potato Crusted Red Snapper
Served with a Citrus Beurre Blanc.

Filet of Spice Rubbed Salmon

Served with our Fresh Tarragon Sauce.

Miso Glazed Salmon

Sesame Crusted & Served with our Ginger
Miso Sauce

Sterling Boneless Short Ribs

Braised in Porter Ale & Finished with a

Maple Rosemary Glaze

Barolo Braised Boneless Short Ribs

Carved Fennel Crusted Flank Steak

Sides

Choose One

Roasted Garlic Mashed Potatoes

Caramelized Shallot Orzo

Wild Mushroom & White Truffle Oil

Farrow Risotto

Farfalle Pasta Marsala

White Wine Sherried Cream Penne Parmesan

Vegetables

Choose One

Chef's Seasonal Roasted Vegetables

Served with a Peppercorn Bordelaise

Carved Tenderloin of Pork

With a Rum, Maple and Pecan Glaze.

Matambre of Beef

Roulade of Beef Stuffed with Spinach and
Herbs. Lined with Prosciutto and Served with
our Chimichurri Rojo Sauce
Add \$2.00 per person

Osso Bucco Style Short Ribs

Seared on a Hot Grill and Finished with a Maple
Bordeaux
Add \$2.00 per person

Rainbow Peppercorn Crusted Strip Loin

Served with a Cognac Shallot Diane Sauce.

Add \$2.00 per person

Thyme & Dijon Crusted Prime Rib of Beef

Served with Au Jus and Creamed Horseradish
Add \$3.00 per person

Filet Mignon En Crouete

Tender Filet, Wild mushroom Bruschetta &
Boursin

Wrapped in a Puff Pastry

Served with a Bordelaise Reduction

Mostaccioli Pasta

Three Cheese Mac & Cheese

Large Pearl Vegetable Couscous

Gruyere Potatos Gratinee

Roasted Baby Carrots

Gratinee of Creamed Corn

Braised Green Beans

With Garlic & Fresh Tomatoes

Green Beans Almandine

Salads

Choose One

Baby Mixed Field Greens

With Smoked Cheddar, Pistachios and Apples

Tossed With White Balsamic Vinaigrette

Hearts of Romaine

Tossed With Diced Apples, Goat Cheese,
Toasted Walnuts

With A Champagne Vinaigrette

Butterleaf Bib Salad

Tossed With Fresh Pears, Asiago Cheese,
Praline Pecans

Tossed With White Wine Dijon Vinaigrette

Mediterranean Salad

Hearts of Romaine, Cucumbers, Tomatoes,
Green Bell Pepper, Red Onion, Olives & Feta

Tossed With A Balsamic Vinaigrette Dressing
Tossed Caesar Salad

Romaine Lettuce, Parmesan Cheese and
Croutons Tossed With A Parmesan Caesar
Dressing

To Include:

Artisan Rolls and Butter

Beverage Service

Two Hour Gourmet Coffee Station

Water and Ice Tea Served with the Meal

One Hour Hosted Well Bar Service

Includes Soft Drinks, Domestic and Imported Beer, Wine, and Well Brand Mixed Drinks.

Additional Hours at \$7.00 per person

Add Two Bottles of House Wine per Table

For \$3.50 per person.

Premium Buffet Lunch Package @ \$22.00 to \$27.00 Per Person

Premium Buffet Dinner Package @ \$28.00 to \$32.00 Per Person

This price does not include room set up, staffing, linens, or china

20% service operations fee and applicable sales tax will be added

PRESTIGE SIT-DOWN OR DUET PACKAGE

Displayed Hors D' Oeuvres

Choose 2

Imported & Domestic Cheese Display

To Include Baked Brie En Croute,
Served with all the Appropriate
Accompaniments

Fresh Fruit Display

Fresh Crudités Display

Served with our Garlic Ranch Dipping Sauce

Hors D' Oeuvres - Tray Passed

Choose Three

Spicy Tuna Tartare Cones

Lobster Sake Shooters

Crab Cakes

Served with Red Pepper Aioli

Coconut Shrimp

Served with Mandarin Dijon Dipping Sauce

Short Rib Slider

Served with Pickled Red Onion Relish

French Fry Conettes

Sweet Potato Fry Conettes

Chicken Enchilada Lollipops

Mini Chasen Burgers

Buffalo Chicken Cigars

Served with Garlic Ranch Dipping Sauce

TGIS Beef Wellingtons

Single Entrees

Choose One

The Parisian Cote De Boeuf

French Cut Rib Eye Steak Served with Sun-dried
Tomato Green Peppercorn Butter Sauce

Filet Mignon

With Wild Mushroom and Caramelized
Shallot Reduction

Gorgonzola Crusted Filet Mignon

Finished with a Shallot demi glaze

Pistachio Crusted Rack of Lamb

Served with a Kalamata Olive Bordelaise Sauce

Mediterranean Red Snapper

With a Shallot Honey Truffle Glaze.

Topped with a Fresh Gold and Yellow Tomato
Finished with a Garlic Olive and Basil Coulis

Macadamia Nut Crusted Halibut

Served with a tequila lime shallot reduction
And a Rosemary, Leek, and Pepper Caponata

Jumbo Prawns in a Scampi Persil lade

Choose a Duet Entrée

Florentine Stuffed Chicken

Stuffed with Fresh Spinach, Goat Cheese and
Fresh Dill. Finished with a Madeira Leek
Reduction

Provençal Chicken

Stuffed with Spinach, Mushrooms, Wild Rice,
Artichoke
Hearts and Pine Nuts. With a Chardonnay Leek
Sauce

Slow Braised Boneless Short Ribs

Sterling Short Ribs Braised in a Porter Ale and
Finished with a Maple Rosemary Glaze

Roulade of Skirt Steak

Prime Skirt Steak with a Blend of Spices,
Balsamic
Vinegar and Rolled with Thinly Sliced Zucchini
and Fire
Roasted Red Pepper

Petite Filet

With a Green Peppercorn and Creamy Cognac
Sauce

Filet of Spice Rubbed Salmon

Served with our Fresh Tarragon Sauce

Sides

Choose One

Roasted Garlic Mashed Potatoes

Wild Mushroom & White Truffle Oil Farrow
Risotto

Goat Cheese Potato Gratinée Tower
Shallot Lemon Butter Roasted White
Potatoes

Herbed Rice Pilaf

Pasta Penne Ala Fresca

Gruyere & Caramelized Onion Potato Tower

Vegetables

Choose One

French Baby Carrots and Spears of
Asparagus

Grilled Vegetable Trio

Roasted Baby Carrots

Chef's Seasonal Baby Vegetables

#11.

Salads

Choose One

Tossed Caesar Salad

Romaine Lettuce, Parmesan Cheese and
Croutons Tossed With A Parmesan Caesar
Dressing

Butterleaf Bib Lettuce

Tossed With Fresh Pears, Asiago Cheese,
Praline Pecans
Tossed With White Wine Dijon Vinaigrette
Baby Iceberg Wedge
Topped with Fresh Tomatoes, Fresh Bacon Bits
and Crumbled Blue Cheese

Baby Mixed Field Greens

With Smoked Cheddar, Pistachios and Apples
Tossed With White Balsamic Vinaigrette
Fresh Arugula Salad
With Roasted Beets, Candied Pecans and a
Pistachio Crusted Goat Cheese Medallion

European Mixed Field Greens

Tossed With Cranberries, Toasted Walnuts or
Toasted Almonds and Gorgonzola
With A Champagne Vinaigrette Dressing

**To Include:
Artisan Bread & Butter**

Beverage Service

Two Hour Gourmet Coffee Station
Water and Ice Tea Served with the Meal

One Hour Hosted Well Bar Service
With a Signature Drink
Includes Soft Drinks, Domestic and Imported Beer, Wine, and Well Brand Mixed Drinks.
Additional Hours at \$7.00 per person
Add Two Bottles of House Wine per Table
For \$3.50 per person

Prestige Sit - Down One Entrée or Duet Lunch Package @ \$29.00 to \$33.50 Per Person

Prestige Sit - Down One Entrée or Duet Dinner Package @ \$37.00 to \$41.50 Per Person

This price does not include room set up, staffing, linens, or china

20% service operations fee and applicable sales tax will be added

+

TGIS

thank
goodness
it's sofia

FOOD

EVENTS

WEDDINGS

ITALIAN BUFFET
DOUGLAS F. DOLLARHIDE
COMMUNITY CENTER

#11.

ITALIAN BUFFET

LUNCH: \$10.00 to \$13.00 DINNER: \$16.00 to \$20.00

This price does not include room set up, staffing, linens, or china

CHOICE OF TWO ENTREES

CHICKEN BREAST PICATTA

Breast Of Chicken Sauteed In A Sauce Of
Lemon, Capers and Wine

CHICKEN MARSALA

Breast Of Chicken Sauteed In A Sauce Of
Marsala Wine, Garlic and Mushrooms

CHICKEN PARMESEAN

Topped with Smoked Mozzarella Cheese

CHICKEN ROULADES

Chicken Sauteed With Carrots, Onions, Celery,
Mushrooms and Ricotta, Rolled In A Pasta
Noodles and Topped With A Scallion Sherry
Cream Sauce

ITALIAN SAUSAGE, PEPPERS, AND ONIONS

MAMA'S LASAGNA BOLOGNESE

PASTA WITH MEATBALLS

MEDITERANNEAN SALMON

Brushed with Garlic Rosemary Lemon Butter.
Topped with Kalamata Olives, Leeks,
and a Sweet Red Pepper Caponata
(Add \$2.00 per person)

PASTA DEL MAR

Pasta Served with a Sauce of Shrimp, Clams,
and Scallops in a Creamy Tomato Sauce
Add \$2.00 per person
Choice of One Salad:

CHOICE OF ONE SALAD

ITALIAN CHOPPED SALAD

Shredded Romaine Lettuce, Garbanzo Beans,
Black Olives, Diced Onions, Cucumbers,
Tomatoes, Diced
Bell Peppers, and Shredded Mozzarella Cheese
Tossed in a Red Balsalmic Vinaigrette Dressing

CAESAR SALAD

Romaine Lettuce, Shredded Parmesean, and
Croutons Tossed in our Parmesean Caesar
Dressing

Served with Bread Sticks, Garlic Bread, or French Rolls

CHOICE OF ONE SIDE

PENNE PASTA TOSSED WITH FRESH ROMA TOMATO SAUCE

Tossed With Artichoke Hearts and Sundried Tomatoes

PENNE PASTA TOSSED WITH A PESTO CREAM

Tossed With Wild Mushrooms and Parmesan Cheese

FARFALLE TOSSED WITH OUR RED CREAMY MARSALA SAUCE

Tossed With Mushrooms and Artichoke Hearts

MOSTACCIOLI PASTA

Prepared and Baked with Fresh Roma Tomatoes
Garlic , Ricotta, Mozzarella and Parmesan

CARMELIZED SHALLOT ORZO

WILD MUSHROOM AND WHITE TRUFFLE OIL INFUSED FARROW RISOTTO

Add \$1.00 per person

CHEF'S SEASONAL ROASTED VEGETABLE BLEND

GREEN BEANS ALMONDINE

#11.

Exhibit B

Request For Proposal To Manage Catering Services

For The Compton Community Center

Vendor List

#	Vendor	Contact	Address	City	Phone
1	Antes Restaurant	Tony Perkov	729 Palos Verdes	San Pedro	310-832-5375
2	Apple Spice	Andrew Bornstein	801 W. Victoria #E	Rancho Dominguez	310-885-5222
3	Arthur M. Manask	Arthur Manask	212 S. Valley Street	Burbank	818-557-0635
4	Bludsoes BBQ	Kevin Bludsoe	811 S. Long Beach Blvd	Compton	310-637-1342
5	Choura Events	Dan D'sa	4101 E. Willow Street	Long Beach	562-985-4138
6	CHG To Critics Choice	Scott Fellows	2806 Philan Lane	Redondo Beach	310-545-1144
7	D & L Catering Inc	Mark Paterson	2512 Hill Drive	Los Angeles	310-838-2045
8	Elegant Affair Catering	Pete	800 N. Main Street	Orange	714-220-1289
9	Jays Catering	Cynthia	10581 Garden Grove	Garden Grove	714-636-6045
10	Kendalewood Caterers	Peter Galang	5000 Clark Ave	Lakewood	562-804-4434
11	New York Catering	Terri	2320 Alaska Ave	El Segundo	310-643-6151
12	Seven Susans	David	1821 W. 213 th Street	Torrance	310-787-1444
13	Sistas Soul Food	Darlene Young	2201 Long Beach Blvd	Compton	562-450-8853
14	TGIS Catering	Sofia Riley	2950 N. Airport Lane	Long Beach	714-747-6641
15	24 Carrots Catering		17851 Sky Park Circle	Irvine	800-717-1545

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 TGIS CATERING SERVICES, INC. TO MANAGE PROVIDE CATERING SERVICES FOR THE DOUGLAS F. DOLLARHIDE COMMUNITY CENTER

George Penn
DEPARTMENT MANAGER’S SIGNATURE

9/17/2014 5:54:23 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/19/2014 10:17:05 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/18/2014 3:42:23 PM
DATE

Johnny Ford
CITY MANAGER

9/18/2014 9:04:42 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.

September 23, 2014

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING ORDINANCE NO. 2,249 (MORATORIUM ON USE OF
HYDRAULIC FRACTURING) IN ITS ENTIRETY**

SUMMARY:

A dispute has arisen regarding the definitiveness of the City's moratorium on the practice of "hydraulic fracturing" or "fracking" within the City of Compton. In light of a dispute that has arisen and the delays in further state regulations as well as scientific studies, staff recommends that the City Council rescind the moratorium.

BACKGROUND:

Hydraulic fracturing and similar practices, such as "acidization," are types of "well stimulation treatments" intended to increase the permeability of an underground rock formation, which can improve the flow of oil or natural gas into a well. Hydraulic fracturing, specifically, refers to the practice of injecting a mixture of fluids, sand, and chemicals into an underground formation at very high pressures in order to create fissures through which oil or gas can more easily flow through a well. On April 22, 2014, the City Council adopted Ordinance No. 2,249, which placed a moratorium on the use of hydraulic fracturing. The moratorium remains in place until such time as additional findings, evidence, and studies are conducted.

STATEMENT OF THE ISSUE:

In 2013, Senate Bill 4 passed in California, establishing the state's first regulations specific to the use hydraulic fracturing, including additional permit requirements, neighbor notification, pressure-testing and water quality standards. The bill additionally required the state to perform an independent, peer-reviewed study to evaluate the health and environmental risks associated with well operations. The California Council on Science and Technology and the Lawrence Berkeley National Laboratory are currently conducting the study but the majority of their report will be delayed from its original January deadline to July 2015. In June, state legislators also approved a delay for the corresponding regulations as well. The effective date for the regulations will not be July 1, 2015, but the Department of Conservation is expected to finalize them by the end of the year.

Recently, the Western States Petroleum Association has disputed the definitiveness of the City's moratorium. In light of this dispute and delays in obtaining additional scientific reports as well as further state regulations, staff is requesting that the moratorium be rescinded.

#12.

Staff Report – Ordinance Rescinding Ordinance No. 2,249
Moratorium on Use of Hydraulic Fracturing
September 23, 2014, Page 2

FISCAL IMPACT:

There is no fiscal impact with the adoption of this ordinance.

RECOMMENDATION:

It is recommended that the City Council approve the attached ordinance rescinding the moratorium on hydraulic fracturing.

CRAIG J. CORNWELL
CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING ORDINANCE NO. 2,249 (MORATORIUM ON USE OF HYDRAULIC FRACTURING) IN ITS ENTIRETY

WHEREAS, on April 22, 2014, the City Council adopted Ordinance No. 2,249, which placed a moratorium on the use of hydraulic fracturing and acidizing, when used in conjunction with the production or extraction of oil, gas or other hydrocarbon substances based on the belief that such practice may pose a significant risk to the public health, safety and welfare due to the potential for increased seismic activity, contribution to air pollution and contamination of groundwater resources; and

WHEREAS, in 2013, Senate Bill 4 passed in California, establishing the state's first regulations specific to the use hydraulic fracturing, including additional permit requirements, neighbor notification, pressure-testing and water quality standards. The bill additionally requires the state to perform an independent, peer-reviewed study to evaluate the health and environmental risks associated with well operations. The California Council on Science and Technology and the Lawrence Berkeley National Laboratory are currently conducting the study but the majority of their report will be delayed from its original January deadline to July 2015. In June, state legislators also approved a delay for the corresponding regulations as well. The effective date for the regulations will not be July 1, 2015, but the Department of Conservation is expected to finalize them by the end of the year; and

WHEREAS, the delays in scientific reports and further state regulations have resulted in a dispute over the definitiveness of the City's hydraulic fracturing moratorium; and

WHEREAS, the City Attorney's Office recommends that the hydraulic fracturing moratorium be rescinded until additional scientific studies and further state regulations become available.

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

Section 1. That Ordinance No. 2,249 (Moratorium on use of Hydraulic Fracturing), adopted by the City Council on April 22, 2014, is hereby rescinded in its entirety.

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

Section 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, Public Works/Municipal Utilities, Building and Safety, Planning and Economic Development and the Los Angeles County Sheriff's Department, Compton Station.

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

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

ADOPTED this ____ day of _____, 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 Ordinance 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 Ordinance 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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING ORDINANCE NO. 2,249 (MORATORIUM ON USE OF HYDRAULIC FRACTURING) IN ITS ENTIRETY (First Reading)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

9/18/2014 2:40:10 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/18/2014 4:57:14 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/18/2014 3:54:15 PM
DATE

G. Harold Duffey
CITY MANAGER

9/18/2014 3:44:54 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.

