

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, January 27, 2015 5:45 PM

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PLAQUE PRESENTATION TO MAYOR AND CITY COUNCIL - Compton Chamber of Commerce on behalf of For the Love of Our Veterans

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

2. JANUARY 13, 2015

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

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

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

REMOVAL - PLANNING COMMISSION

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

APPOINTMENT - BEAUTIFICATION COMMITTEE - Archie Porter
APPOINTMENT - PLANNING COMMISSION

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2014-2015 FISCAL YEAR BUDGET TO ADD ONE (1) BUDGET OFFICER POSITION AND ONE (1) ADMINISTRATIVE ASSISTANT POSITION, AND TO DELETE ONE (1) PURCHASING OFFICER POSITION AND ONE (1) SECRETARY TO THE CITY MANAGER POSITION IN THE CITY MANAGER'S OFFICE
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE 2014-2015 FISCAL YEAR BUDGET TO DELETE ONE (1) CLAIMS ASSISTANT POSITION AND ADD ONE (1) CLAIMS TECHNICIAN POSITION WITHIN THE CITY ATTORNEY'S OFFICE
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN EMPLOYMENT AGREEMENT WITH JOHNNY FORD TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, February 03, 2015 @ 5:45 PM.

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

JANUARY 13, 2015

The City Council meeting was called to order at 6:14 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

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

Council Members Absent: None

Other Officials Present: R. Rugley, A. Godwin, J. Ford

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CITY OF COMPTON 62ND ANNUAL CHRISTMAS PARADE AWARDS
PRESENTATION (**Presentation made prior to meeting**)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Violet Cornejo, Compton resident, petitioned the members of the City Council to assist her in getting answers to the death of her sister on New Year's Eve.

Mayor Brown referred Ms. Cornejo to Captain Johnson of the Sheriff's Department.

Tomas Carlos, Compton resident, asked that someone update the parking permit renewal dates on the City's website. He also asked that the City Manager address the inadequate signs of street repair in the Third District. He went on to mention his family's work with the homeless population and Compton Unified School District to provide shoes to homeless children and foster care youths.

Councilperson Arceneaux stated that she observed the streets under construction in the Third District and stated that even after contacting the City Manager, the streets are still in disrepair.

Cameron, JMD Associates, asked that residents be patient during this time because the streets are in the first phase of repair.

Mayor Brown requested a PowerPoint presentation on the different phases of street repair.

Councilperson Arceneaux advised Cameron to finish Caldwell Street, Tichenor Street, and Bennett Street before conducting the presentation.

Councilperson Zurita asked that the PowerPoint presentation include how the streets were selected and any warranty information.

Councilperson Arceneaux requested the agency responsible for inspecting the job after the streets have been repaired.

Benjamin Holifield, Compton resident, affirmed that prior to any work being performed the street contractor should have received feedback and input from the residents. He requested the opening of the gate adjoining the Gateway Towne Center and Crystal Casino & Hotel. He also announced several opportunities for the City to generate revenue. He asked that the City designate someone to explain and/or monitor debts owed to the City and maintained that progress could happen with love. He also requested an upgrade to the senior's transportation facilities.

Dino, Compton resident, inquired about the removal of a swastika sign on the face of a Dr. Martin Luther King, Jr. monument on Acacia and Willowbrook Avenue. He mentioned being arrested on two separate occasions for inconspicuous reasons and demanded that the City Council address police brutality in the City of Compton.

#2.

Mayor Brown asked the City Manager to ensure the removal of a reported swastika sign on the Dr. Martin Luther King Jr. monument.

Maritza Galvez, Youth Justice Coalition, solicited the City Council to support the 1% campaign proposal and address the use of excessive force by law enforcement.

Mayor Brown asked Deputy City Attorney Ruth Rugley to locate the City Attorney's status update for the 1% campaign proposal.

DeJuan Smith, community organizer for the Youth Justice Coalition, petitioned the City Council to help the Youth Justice Coalition eliminate the use of military weapons and equipment in and around schools.

Maria Villa Real, Compton resident, asked the City Manager, City Attorney and City Council to address the documentation she presented them with a couple of weeks ago. She also voiced a concern for the way in which business owners are treated by code enforcement officers.

Muhammad Martinez, former member of the Black Panther Party and member of the Latino Chamber of Commerce, announced that he and others would fight against Wal-Mart coming to Compton and unseat anyone that votes to approve the development. He also asked why the City is allowing patrons to smoke at the Crystal Casino & Hotel but not anywhere else.

Lorraine Cervantes, Compton resident, explained that it would take years to fix all of the City's streets because it took years for the streets to get that way. She mentioned her previous work as a crime commissioner and police reservist and affirmed that the truth about law enforcement related crimes are never told the way they happen. She asked the City Manager to tell the people that a 99 year agreement between the City of Compton and the owner of the former Sears building never existed.

Joyce Kelly, Compton resident, made reference to Item No. Five and questioned why the City has to hire three people to do the same job. She complimented Councilperson Galvan on a job well done and questioned why the streets in Compton, even after they are repaired, do not resemble the streets in Long Beach, Carson, and Paramount. She also asked that the City Council be courteous enough to address issues during council comments and not public comments.

Lynn Boone, Compton resident, called the City Clerk a liar, and held that vote-by-mail ballots are sent to the Los Angeles County Registrar Recorder's Office. She made reference to Item No. Five and questioned why the City hires a consultant every year when the City pays someone to be a grants manager.

Michelle Watson, Youth Justice Coalition, requested an opportunity to meet with Mayor Brown to discuss the 1% plan which redirects 1% (\$100M) of law enforcement's budget to fund 1,500 youth jobs, 500 community intervention programs, and 50 youth centers.

Brandy Brown, Youth Justice Coalition, requested an opportunity to meet with Mayor Brown to discuss the 1% campaign and oversight of the Sheriffs' Department.

Tenesha Courtney, Youth Justice Coalition, requested a follow-up meeting with Mayor Brown to discuss the 1% campaign.

Ariel Portland, grand-daughter of Martha Skinner, petitioned the City of Compton to honor her grandmother and founder of the Compton Sounders Drill Team.

Councilperson Galvan agreed to allow the Skinner family to use the Dollarhide Community Center for the repast.

Mayor Brown commented that she would also contribute to the event.

Councilperson Zurita expressed her support for the request and the Skinner family.

Councilperson Arceneaux expressed her condolences to the Skinner family.

CONSENT AGENDA - There were no items under the Consent Agenda.

REGULAR AGENDA

CITY MANAGER'S REPORTS

2. A REQUEST TO SCHEDULE A PUBLIC WORKSHOP FOR COMMUNITY BENEFIT AGREEMENTS AND DEVELOPMENT AGREEMENTS

On motion by Zurita, seconded by Arceneaux, the workshop was scheduled for January 20, 2015 at 3:35 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

CITY ATTORNEY'S REPORTS

CLOSED SESSION

3. CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: City Manager
Employee Organizations: Compton Management Employees
Association (CMEA)/AFSCME Local 2325
Local Union of Municipal Non-Supervisory Employees
(LUMNSE)/AFSCME Local 3947
Pursuant to California Government Code Section 54957.6

Councilperson Galvan asked Deputy City Attorney Rugley if it was imperative to have City Attorney Cornwell present during this closed session.

Ruth Rugley, Deputy City Attorney, explained that the City Manager would be the negotiator for these cases.

Councilperson Zurita asked the City Manager why the City Controller's item is not listed on this agenda.

City Manager Ford answered that he was unable to get the item on the agenda in time.

Councilperson Zurita stated that she hoped to see the item on the next agenda or otherwise she would discuss her concerns on the floor.

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

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

NOES: Council Members - None

ABSENT: Council Members - None

UNFINISHED BUSINESS - There was no Unfinished Business.

#2.

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM BUCKNAM INFRASTRUCTURE GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO BUCKNAM INFRASTRUCTURE GROUP, INC. TO PROVIDE ADDITIONAL WORK FOR THE PAVEMENT MANAGEMENT STUDY (PMS) THAT WAS PERFORMED ON ALL CITY ROADS WITHIN THE CITY LIMITS (\$104,947.90)

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,071** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM BUCKNAM INFRASTRUCTURE GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO BUCKNAM INFRASTRUCTURE GROUP, INC. TO PROVIDE ADDITIONAL WORK FOR THE PAVEMENT MANAGEMENT STUDY (PMS) THAT WAS PERFORMED ON ALL CITY ROADS WITHIN THE CITY LIMITS (\$104,947.90)**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO EVAN BROOKS ASSOCIATES TO PREPARE AND SUBMIT THREE GRANT APPLICATIONS FOR THE CITY OF COMPTON (\$56,100)

It was motioned by Arceneaux, seconded by Jones, for discussion.

Councilperson Zurita asked the City Manager when the City expects to receive the \$900,000 grant to repair Wilmington Avenue.

City Manager Ford answered that the City is working with the state of California to acquire those funds over the next three to four months.

Councilperson Zurita questioned why the process is taking so long.

Hal Suetsugu, Evan Brooks Associates, remarked that the state is currently in the process of programming the funding which is expected to be approved within the next few months; and once approved the state will allow the City to encumber the grant.

On motion by Arceneaux, seconded by Jones, **Resolution # 24,072** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO EVAN BROOKS ASSOCIATES TO PREPARE AND SUBMIT THREE GRANT APPLICATIONS FOR THE CITY OF COMPTON (\$56,100)**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Employment opportunities are available at Careerlink. For more information residents should call (310) 605-3050.
- The deadline to sign up for healthcare coverage is January 15, 2015 for coverage that begins February 1, 2015. For more information please call (800) 300-1506.
- First district Townhall meeting will be held Wednesday, January 21, 2015 at Gonzales Park beginning at 6 p.m.

Meeting adjournments

Martha Skinner
Evelyn Walker Jones
TreVion D. Kelly
Eddie Favors, Sr.

Councilperson Galvan offered the following communications/announcements:

- Sent his condolences to the Skinner family.
- Announced the Second District Townhall meeting to be held Wednesday, February 4, 2015 at Our Lady of Victory Church beginning at 6 p.m.

Councilperson Arceneaux offered the following communications/announcements:

- Compton Initiative will be in the Third District Saturday, January 31, 2015 from 7 a.m. to 12 p.m. Volunteers are needed and asked to meet at the Compton courthouse. A light breakfast and lunch will be provided.
- Asked that oak trees be planted throughout the Third District.

Councilperson Jones offered the following communications/announcements:

- Recognized the life and works of Martin Luther King Jr. and encouraged families to take their children to see the movie Selma.
- The 23rd Empowerment Congress event will be held Saturday, January 17, 2015 at the University of Southern California. The keynote speaker is Dr. Cornwell West.
- Commented on the success of the 2015 Senior New Year's Gala event held last Friday.
- Offered his sympathy and condolences to the Skinner family and his support for a commendatory resolution.

Mayor Brown offered the following communications/announcements:

- Faith Inspirational Church and the Los Angeles County Sheriffs' Department Project Restoration training and job placement program will be held February 4, 2015 to April 22, 2015. For more information contact Marlo Morgan at (310) 948-7629.
- Prayer for Peace event will be held Monday, January 26, 2015 at 6:30 p.m. in front the Martin Luther King Jr. monument.
- Community Swearing-In Ceremony for Senator Isadore Hall III will be held Saturday, January 31, 2015 at 10 a.m. at the Dollarhide Community Center.
- Holy Chapel Missionary Baptist Church will be hosting their monthly CCUNAT meeting Saturday, January 31, 2015 at 9:00 a.m.

#2.

- Suggested a day to honor Martha Skinner and her legacy.

On motion by Zurita, seconded by Arceneaux, the meeting was recessed to closed session at 7:43 p.m., by the following vote on roll call:

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

On motion by Zurita, seconded by Galvan, the meeting was reconvened at 8:38 p.m., by the following vote on roll call:

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

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

Deputy City Attorney Ruth Rugley reported out that council met in closed session regarding conference with labor negotiators, Agency Designated Representatives: City Manager; Employee Organizations: Compton Management Employees Association (CMEA)/AFSCME Local 2325 Local Union of Municipal Non-Supervisory Employees (LUMNSE)/AFSCME Local 3947 pursuant to California Government Code Section 54957.6. According to the report of the City Manager, no action was taken by the City Council.

ADJOURNMENT

On motion by Zurita, seconded by Galvan, the meeting was adjourned at 8:38 p.m. in memory of **Martha Skinner, Evelyn Walker Jones, TreVion D. Kelly, and Eddie Favors Sr.**, by the following vote on roll call:

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

City Clerk of the City of Compton

Mayor of the City of Compton

January 27, 2015

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2014-2015 BUDGET TO ADD ONE (1) BUDGET OFFICER POSITION AND ONE (1) ADMINISTRATIVE ASSISTANT POSITION, AND TO DELETE ONE (1) PURCHASING OFFICER POSITION AND ONE (1) SECRETARY TO THE CITY MANAGER POSITION IN THE CITY MANAGER'S OFFICE

SUMMARY

The City Council will consider a resolution to amend the Fiscal Year 2014-2015 budget to add one (1) Budget Officer position and one (1) Administrative Assistant position, and to delete one (1) Purchasing Officer position and one (1) Secretary to the City Manager position in the City Manager's Office.

BACKGROUND

Given the organizational changes in the City Manager's Office, the City Manager has assessed the organizational needs and the priorities of the Council, and has determined a need for staffing adjustments in the City Manager's Office.

The City Manager's assessment has identified two immediate needs that can be met with minor staffing adjustments:

- A management level position with responsibility for oversight, development, and monitoring of the budgets for the various funds of the City
- A classified service position responsible for providing administrative support to senior management in the City Manager's Office.

There are currently two vacant funded positions at levels similar to the proposed positions in the approved Fiscal Year 2014-2015 budget. Therefore, the City Manager seeks to take the following actions:

Delete:

- Purchasing Officer (\$69,192 E Step)
- Secretary to the City Manager (\$56,700 E Step)

#5.

Budget Amendment
City Manager's Office
Page 2

Add:

- Budget Officer (\$90,502 E Step)
- Administrative Assistant (\$48,396 E Step)

Budget Officer:

Given the fragile nature and the complexity of the City's fiscal affairs, and its considerable progress towards righting its affairs, it is critical that a senior level fiscal expert be dedicated to the budget function. Having the right person in this position will allow the appropriate fiscal analysis, projections, and monitoring required to assure the Council has the best information for critical decision making. Such an appointment will also strengthen the City's position with the external financial markets.

Included in the Budget Officer's position description is responsibility for the purchasing function, as well – the position being deleted in this recommendation. The City Manager is requesting the change at this time to allow a temporary appointment for the upcoming budget cycle. The position would, then, be evaluated for permanency and appropriateness as part of the Fiscal Year 2015-16 budget adoption process.

Administrative Assistant:

The Secretary to the City Manager, currently approved in the budget, is an unclassified position and has proven difficult to fill as an "at will" assignment. The job is best performed by an employee with specific and extensive knowledge of local government (preferably, City of Compton) operations. However, the unclassified status (no civil service protections) makes the job unattractive to career employees who have the requisite skills and are most knowledgeable about city operations.

The City Manager is recommending a deletion of the Secretary to the City Manager position, and the addition of an Administrative Assistant position. The new, classified position would be filled on a temporary basis and evaluated as part of the Fiscal Year 2015-16 budget adoption process.

STATEMENT OF THE ISSUE

Based upon the City Manager's review of the Department, as well as a need to assure the best budget development process for the upcoming fiscal year, it is recommended these position changes be made in order to serve the City's best needs, reflect the responsibilities and skill levels critical to the completion of core objectives, and better respond to public service needs.

ALTERNATIVE

If City Council does not adopt this resolution, the City Manager will not be able to move forward with the appointment of two critically needed positions in the City Manager's Office, citizen services are likely to suffer, as well as the fiscal management of the organization.

FISCAL IMPACT

The proposed amendment comes at the end of the second quarter of the Fiscal Year 2014-2015 budget. Funds for the increase in expenditures will come from existing staffing budgets with the use of a small amount of second quarter salary savings from the budgeted vacant positions.

The Fiscal Year 2014-2015 budget would be amended as follows:

- add the Budget Officer position at salary range 163 (\$90,502.00 E Step) and all associated benefits costs
- add the Administrative Assistant position at salary range 100 (48,396 E Step) and all associated benefits costs
- delete the Purchasing Officer position at salary range 136 (\$69,192 E Step)
- delete the Secretary to the City Manager position at salary range 116 (\$56,700 E Step)

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution authorizing the City Manager to amend the Fiscal Year 2014-2015 City Manager's Office budget.

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2014-2015 BUDGET TO ADD ONE (1) BUDGET OFFICER POSITION AND ONE (1) ADMINISTRATIVE ASSISTANT POSITION, AND TO DELETE ONE (1) PURCHASING OFFICER POSITION AND ONE (1) SECRETARY TO THE CITY MANAGER POSITION IN THE CITY MANAGER’S OFFICE

WHEREAS, the City Manager has assessed the organizational needs and priorities of the Council, and has determined a need for staffing adjustments in the City Manager’s Office; and

WHEREAS, the City Manager has identified a need for a Budget Officer; and

WHEREAS, the City Manager has determined a need for a classified service administrative support position.

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

SECTION 1. That the Fiscal Year 2014-2015 budget shall be amended to add Budget Officer and Administrative Assistant positions and delete the positions of Purchasing Officer and Secretary to the City Manager.

SECTION 2. That the funds for the increase in expenditures will come from existing staffing budgets with the use of a small amount of second quarter salary savings from the budgeted vacant positions.

SECTION 3. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, City Attorney, City Manager, and City Controller.

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

ADOPTED this ____ day of _____,2015.

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 _____, 2015.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2014-2015 FISCAL YEAR BUDGET TO ADD ONE (1) BUDGET OFFICER POSITION AND ONE (1) ADMINISTRATIVE ASSISTANT POSITION, AND TO DELETE ONE (1) PURCHASING OFFICER POSITION AND ONE (1) SECRETARY TO THE CITY MANAGER POSITION IN THE CITY MANAGER’S OFFICE

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

1/7/2015 8:07:37 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/8/2015 12:03:01 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/8/2015 11:44:21 AM
DATE

Kelly Montgomery
CITY MANAGER

1/8/2015 11:23:05 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.

January 27, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING AN AMENDMENT TO THE 2014-2015 FISCAL YEAR
BUDGET TO DELETE ONE (1) CLAIMS ASSISTANT POSITION AND
ADD ONE (1) CLAIMS TECHNICIAN POSITION WITHIN THE CITY
ATTORNEY'S OFFICE**

SUMMARY

Adoption of this resolution will authorize an amendment to the 2014-2015 Fiscal Year Budget to delete one (1) part-time Claims Assistant position and add one (1) part-time Claims Technician position within the City Attorney's Office.

BACKGROUND

In 2008 the City Manager commissioned a comprehensive classification study of many of the classification (job) specifications in the City's Position Classification Plan. As a result of this study, on July 20, 2010, the City Council adopted Resolution No. 23,161, which adopted amendments to numerous classification specifications of the Position Classification Plan, including changing the title of the position of "Claims Assistant" to "Claims Examiner." The current classification specification for the position of "Claims Technician" was adopted by the City Council in 2001.

On June 30, 2014, the City Council adopted Resolution No. 23,975, which adopted the City Budget for Fiscal Year 2014-2015. Within the City Attorney's Office, the adopted budget authorized one (1) "Claims Examiner" position and one (1) part-time "Claims Assistant" position.

STATEMENT OF ISSUE

Subsequent to adoption of the Fiscal Year 2014-2015 budget it was discovered that inadvertently the "Claims Assistant" position – which no longer exist as such since the classification specification was amended and the title changed to "Claims Examiner" – was approved for the City Attorney's Office rather than the intended part-time position of "Claims Technician." This oversight must be corrected before the City Attorney can proceed with employing an individual in the Claims Technician position.

#6.

**Staff Report - Resolution Amending FY 2014-2015 Budget
Delete (1) Claims Assistant Position/Add (1) Claims Technician Position
January 27, 2015**

FISCAL IMPACT

Correction of this error will result in salary savings of over \$6,000 in that the "Claims Assistant" position adopted in the 2014-2015 Fiscal Year Budget was approved at a salary range of 116E. The intended position of "Claims Technician" is listed in the City's Salary Schedule at Range 93.

On adoption of the attached resolution, the 2014-2015 Fiscal Year Budget shall be amended as follows:

Delete One (1) Part-Time "Claims Assistant" Position:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
6300 420 000 4101	Salaries	\$ 28,350
6300 420 000 4180	FICA	\$ 191
6300 420 000 4190	Workers' Compensation	\$ 461
6300 420 000 4197	Unemployment Insurance	\$ 168
6300 420 000 4198	SDI	\$ 307
6300 420 000 4199	Medi-Cal	\$ 445
TOTAL		<u>\$ 29,922</u>

Add One (1) Part-Time "Claims Technician" Position:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
6300 420 000 4101	Salaries	\$ 22,584
6300 420 000 4180	FICA	\$ 140
6300 420 000 4190	Workers' Compensation	\$ 339
6300 420 000 4197	Unemployment Insurance	\$ 168
6300 420 000 4198	SDI	\$ 226
6300 420 000 4199	Medi-Cal	\$ 328
TOTAL		<u>\$ 23,785</u>

ALTERNATIVE

None is proposed. Placement of the position of "Claims Assistant" in the 2014-2015 budget was by mistake, thus necessitating amending the budget to correct the error by deleting it from the budget and adding the intended position of "Claims Technician."

**Staff Report - Resolution Amending FY 2014-2015 Budget
Delete (1) Claims Assistant Position/Add (1) Claims Technician Position
January 27, 2015**

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**CRAIG J. CORNWELL
CITY ATTORNEY**

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

CJC:RAR:rar

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING AN AMENDMENT TO THE 2014-2015 FISCAL YEAR
BUDGET TO DELETE ONE (1) CLAIMS ASSISTANT POSITION AND ADD
ONE (1) CLAIMS TECHNICIAN POSITION WITHIN THE CITY ATTORNEY’S
OFFICE

WHEREAS, in 2008 the City Manager commissioned a comprehensive classification study of many of the classification (job) specifications in the City’s Position Classification Plan; and

WHEREAS, as a result of the classification study, on July 20, 2010, the City Council adopted Resolution No. 23,161, which adopted amendments to numerous classification specifications of the Position Classification Plan, including changing the title of the position of “Claims Assistant” to “Claims Examiner”; and

WHEREAS, on June 30, 2014, the City Council adopted Resolution No. 23,975, which adopted the City Budget for Fiscal Year 2014-2015, which authorized one (1) “Claims Examiner” position and one (1) part-time “Claims Assistant” position in the City Attorney’s Office; and

WHEREAS, subsequent to adoption of the Fiscal Year 2014-2015 budget it was discovered that inadvertently the “Claims Assistant” position – which no longer exist as such since the classification specification was amended and the title changed to “Claims Examiner” – was approved for the City Attorney’s Office rather than the intended part-time position of “Claims Technician”; and

WHEREAS, placement of the position of “Claims Assistant” in the 2014-2015 was by mistake, thus necessitating amending the budget to correct the error by deleting it from the budget and adding the intended position of “Claims Technician.”

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

Section 1. That the City’s 2014-2015 Fiscal Year Budget shall be amended as follows:

Delete One (1) Part-Time “Claims Assistant” Position:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
6300 420 000 4101	Salaries	\$ 28,350
6300 420 000 4180	FICA	\$ 191
6300 420 000 4190	Workers’ Compensation	\$ 461
6300 420 000 4197	Unemployment Insurance	\$ 168
6300 420 000 4198	SDI	\$ 307
6300 420 000 4199	Medi-Cal	\$ 445
TOTAL		<u>\$ 29,922</u>

Add One (1) Part-Time “Claims Technician” Position:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
6300 420 000 4101	Salaries	\$ 22,584
6300 420 000 4180	FICA	\$ 140
6300 420 000 4190	Workers’ Compensation	\$ 339
6300 420 000 4197	Unemployment Insurance	\$ 168
6300 420 000 4198	SDI	\$ 226

#6.

Resolution No. _____
Page 2

6300 420 000 4199

Medi-Cal

\$ 328

TOTAL	\$ 23,785
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Section 2. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

Section 3. That a copy of this Resolution shall be forwarded to the office of the City Manager, City Attorney, City Clerk and the City Controller.

ADOPTED this ____ day of _____, 2015.

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, do hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2015.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE 2014-2015 FISCAL YEAR BUDGET TO DELETE ONE (1) CLAIMS ASSISTANT POSITION AND ADD ONE (1) CLAIMS TECHNICIAN POSITION WITHIN THE CITY ATTORNEY’S OFFICE

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

1/8/2015 10:55:18 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/8/2015 12:04:21 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/8/2015 11:47:46 AM
DATE

Kelly Montgomery
CITY MANAGER

1/8/2015 11:28:13 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.

January 27, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON APPROVING AN EMPLOYMENT AGREEMENT
WITH JOHNNY FORD TO SERVE AS CITY MANAGER OF
THE CITY OF COMPTON**

SUMMARY

The City Council will consider adoption of a Resolution that will approve an Employment Agreement with Johnny Ford to serve as City Manager for the City of Compton.

BACKGROUND

The Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City. The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter.

STATEMENT OF ISSUE

On December 9, 2014, the City Council met in closed session during a duly noticed City Council meeting and by a vote of at least a majority voted to appoint Johnny Ford to the position of City Manager of the City of Compton.

At the request of the City Council, and in conformance with the directions provided, the City Attorney's Office has completed negotiations of the contractual terms of the proposed Employment Agreement with Mr. Ford. Adoption of the attached Resolution will approve the terms and conditions of the Employment Agreement between the City and Mr. Ford.

The basic contractual terms of the Employment Agreement are as follows:

Term: December 10, 2014 through July 30, 2015
[or until a candidate is selected from a recruitment search for the position of City Manager, unless this Employment Agreement is terminated sooner]

#7.

**Staff Report re Resolution Approving Employment
Agreement with Johnny Ford as City Manager
January 27, 2015, page 2**

Compensation: \$17,083.33 monthly salary (based on maximum annual salary of \$205,000.00).

Use of City Vehicle or Monthly Auto Allowance of \$650.00.

FISCAL IMPACT

Compensation for the position of City Manager has been allocated within the City's 2014-2015 Fiscal Year budget in Account No. 1001 510 000 4101.

RECOMMENDATION

It is recommended that the City Council take action on the attached Resolution.

**CRAIG J. CORNWELL
CITY ATTORNEY**

Attachments: Resolution
Proposed Employment Agreement

CJC:RAR:rar

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN EMPLOYMENT AGREEMENT WITH JOHNNY FORD TO
SERVE AS CITY MANAGER OF THE CITY OF COMPTON**

WHEREAS, Section 703 of the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton; and

WHEREAS, Section 705 of the Compton City Charter provides that the City Manager shall be chosen on the basis of his executive and administrative qualifications and be paid a salary commensurate with his responsibilities as chief administrative officer of the City; and

WHEREAS, Section 706 of the Compton City Charter confers upon the City Manager responsibility to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter; and

WHEREAS, on December 9, 2014, the City Council, during a duly noticed City Council meeting, met in closed session and by at least a majority voted to appoint Johnny Ford to the position of City Manager; and

WHEREAS, the City Council desires to appoint Johnny Ford as City Manager of the City of Compton, and upon the advice and consent of the City Attorney, enter into an employment agreement with Johnny Ford setting forth the terms and conditions of his employment as City Manager of the City of Compton; and

WHEREAS, the City Attorney's Office has completed the negotiations of the contractual terms of the City Manager's Employment Agreement and is now presenting the attached Employment Agreement for City Council action.

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

Section 1. That the City Council of the City of Compton hereby approves the attached Employment Agreement between the City of Compton and Johnny Ford appointing Mr. Ford to serve as City Manager for the City of Compton for a term effective December 10, 2014 through July 30, 2015, or until a candidate is selected from a recruitment search for the position of City Manager, unless this Employment Agreement is terminated sooner.

Section 2. That the monthly salary payable to Johnny Ford during the term of his services as City Manager of the City of Compton shall be Seventeen Thousand Eight Hundred Thirty Three Dollars and Thirty-Three Cents (\$17,833.33), unless the provisions of the Employment Agreement are amended by the affirmative vote of at least three (3) members of the City Council.

Section 3. That funds to pay the compensation for the position of City Manager are allocated in the Fiscal Year 2014-2015 Budget in Account No. 1001 510 000 4101.

Section 4. That a certified copy of this Resolution and the attached Employment Agreement, upon execution, shall be filed in the offices of the City Clerk, City Manager, City Attorney and the City Controller.

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

ADOPTED this ____ day of _____, 2015.

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 the regular meeting thereof held on the ____ day of _____, 2015.

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

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

CITY CLERK OF THE CITY OF COMPTON

**EMPLOYMENT AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JOHNNY FORD**

[Position: City Manager]

This Employment Agreement is made by and between the City Council of the City of Compton (hereinafter "Council") on behalf of the City of Compton (hereinafter "City"), and Johnny Ford (hereinafter "Ford" and/or "City Manager"). The City Council, City and Ford are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City; and

WHEREAS, the City Manager shall be responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter; and

WHEREAS, on December 9, 2014, the Council, during a duly noticed City Council meeting, met in closed session and voted to appoint Ford to the position of City Manager of the City of Compton; and

WHEREAS, it is the desire of the City Council to provide certain benefits, to establish conditions of employment and to set working conditions for Ford; and

WHEREAS, Ford desires to accept employment as the City Manager of the City of Compton; and

WHEREAS, on _____, 2015, the Council adopted Resolution No. _____, which approved an Employment Agreement between the City and Ford for the position of City Manager of the City.

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

Section 1. Employment and Term of Service

1.1 Employment. It is understood and agreed between the parties that the Council hereby agrees to employ Ford in the Unclassified Service position of City Manager of the City of Compton and Ford hereby accepts such employment.

1.2 Term of Service. The term of this Employment Agreement shall begin on December 10, 2014, and end on July 30, 2015, or until a candidate is selected from a recruitment search for the position of City Manager, unless this Employment Agreement is terminated sooner as provided in **Section 3 below**. Ford agrees that he shall not accept

Employment Agreement – Johnny Ford
City Manager Position – 12/10/14 thru 6/30/15
[Resolution No.]

any other employment during the term of this Employment Agreement, subject to the provisions of **Section 1.3(b)(2) below**. In consideration of the agreed term and the other provisions of this Employment Agreement, the parties mutually agree to waive Compton Municipal Code Section 2-2.9 (Limitation on Removal) in all circumstances where it may otherwise apply, if any.

1.3 City Manager's Commitments.

a. Duties and Authority.

- (1)** As City Manager, Ford shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.
- (2)** Ford shall perform all of the duties of the City Manager as set forth in the Compton City Charter, the Compton Municipal Code and City policies and procedures approved by the City Council, as may be provided from time to time. Ford shall also perform other legally permissible and proper duties and functions as the City Council may assign from time to time.
- (3)** The City Council may also designate the City Manager as the chief executive of other City-related legal entities. Such other legal entities could include, but not be limited to financing authorities and joint powers authorities.

b. Hours of Work.

- (1)** As the City Manager, Ford is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations to the City Manager's position. The City Manager does not have set hours of work as the City Manager is expected to be available at all times.
- (2)** While employed as City Manager, Ford may engage in teaching, consulting, speaking or performing other non-City connected activities for which he is compensated only with the express prior consent of the City Council.

c. Disability or Inability to Perform.

In the event the City Manager becomes mentally or physically incapable of performing the City Manager's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than two (2) months, the City Council may terminate the City Manager. If the City Council does elect to terminate the City Manager due to incapacity, the City Manager shall receive severance benefits provided in **Section 3 below**.

Employment Agreement – Johnny Ford
City Manager Position – 12/10/14 thru 6/30/15
[Resolution No.]

1.4 City Council Commitments.

- a. The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager.
- b. The City Council commits to spending time, the frequency of which shall be determined by the City Council in its discretion, to work with the City Manager and staff on setting goals and priorities for the City government.
- c. In accordance with applicable provisions of the Compton City Charter, the Compton Municipal Code and City policies and procedures, except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.
- d. The City Council shall conduct performance evaluations and reviews of the City Manager as often as determined by the City Council, in its discretion, or as requested by the City Manager.

Section 2. Compensation and Benefits

The City agrees to provide the following compensation and benefits to Ford during the term of this Employment Agreement:

2.1 Compensation. It is agreed that upon signing this Employment Agreement, effective as of December 10, 2014, Ford shall receive a monthly salary in the amount of \$17,083.33, paid at the same intervals and in the same manner as regular City employees, for the term of this Employment Agreement. Ford shall be compensated a full month salary for any month he serves as City Manager. It is understood that the maximum salary payable per year of services rendered by Ford, exclusive of other benefits specified within this Employment Agreement, shall not exceed \$205,000.00, unless this Agreement is amended by the affirmative vote of at least three (3) members of the Council.

2.2 Employer Costs.

- a. Federal Insurance Contributions Act (FICA), if applicable to the same extent provided other City employees.
- b. Unemployment Compensation to the same extent provided other City employees.
- c. Public Employees Retirement System (PERS).

The City contracts with the California Public Employees' Retirement System for retirement benefits. The City will pay Ford's full contribution (Employer/Employee Shares) for participation in the Public Employees'

**Employment Agreement – Johnny Ford
City Manager Position – 12/10/14 thru 6/30/15
[Resolution No.]**

Retirement System. The PERS benefit shall be based upon the 2.7% at 55-retirement plan.

- d. The cost of any fidelity or other bonds required by law for the City Manager.
- e. Workers' Compensation to the same extent provided other employees of the City.

2.3 Benefits.

- a. **Leave Allowances.** During the term of this Employment Agreement, Ford shall be entitled to accrue and use the following types of leave:

- (1) One (1) Personal Leave day per month for a maximum of twelve days per calendar year, beginning December 10, 2014. Personal Leave days accrued may not be carried over and must be used no later than the conclusion of each calendar year (i.e. December 31st).
- (2) City holidays designated pursuant to Council resolution each fiscal year. City holidays that are designated as floating holidays may not be carried over and must be used no later than the conclusion of each fiscal year (i.e. June 30th).
- (3) Accumulate Vacation Leave days at the same rate as the Chief Executive Management Employees in the City service.
- (4) Accumulate Sick Leave days at the same rate as the Chief Executive Management Employees in the City Service.

- b. **Health Benefits.**

During the term of this Employment Agreement, Ford shall be entitled to receive the same health coverage and benefits (i.e. medical, vision, dental insurance coverage) as the Chief Executive Management Employees in the City service.

- c. **Automobile Allowance.**

During the term of this Employment Agreement, Ford shall have exclusive and unrestricted use, at all times during his employment as City Manager with the City, of an automobile provided to him by the City. City shall pay all liability, property damage and comprehensive insurance coverage and for the purchase, operation (including all fuels and lubricants) maintenance, repair and regular replacement of said automobile while Ford is employed as City Manager. Alternatively, Ford may elect to receive an automobile allowance of no less than \$650 per month. Ford shall not be entitled to both the use of a City-provided automobile and an automobile allowance.

Employment Agreement – Johnny Ford
City Manager Position – 12/10/14 thru 6/30/15
[Resolution No.]

d. Cellular Phone Allowance.

During the term of this Employment Agreement, Ford shall be entitled to receive a cellular phone allowance of \$100.00 per month or a City-provided and paid cellular phone, including the cost of monthly billing charges. Ford shall not be entitled to both a cellular phone allowance and provision of a City-provided and paid cellular phone.

e. Life Insurance.

During the term of this Employment Agreement, the City shall pay, on behalf of Ford, life insurance coverage with a principal amount of \$100,000 and a conversion privilege.

f. Other Benefits.

During the term of this Employment Agreement, Ford may participate in all appropriate local, state and national professional organizations, seminars, conferences and professional development courses that are reasonable and beneficial to the City. City shall pay for all reasonable associated expenses necessary for said participation.

Section 3. Termination or Separation

3.1 Termination. The Council may terminate Ford's services with or without cause, *subject to the terms of this Section 3 herein, and without right of appeal*, by motion of the Council adopted by at least three affirmative votes pursuant to section 703 of the Compton City Charter, at any time during the term of this Employment Agreement subject to the following provisions:

- a. In the event that Ford is terminated by the Council prior to the expiration of this Employment Agreement, he shall be entitled to receive a full month's salary as specified in **Section 2.1 above** and the full monetary value of any earned but unused vacation accumulated during the period of his service pursuant to this Employment Agreement. Ford's entitlement to earned, but unused sick days shall be governed by those provisions applicable to Chief Executive Management Employees in the City service.
- b. In the event Ford is terminated by the Council prior to the expiration of this Employment Agreement due to his committing of any act of misfeasance or malfeasance, or due to the filing by any government agency with appropriate authority, of a criminal complaint charging him with any felony or misdemeanor involving moral turpitude, then the City shall only be obligated to pay the full monetary value of any earned but unused vacation accumulated during the period of his service pursuant to this Employment Agreement.

Employment Agreement – Johnny Ford
City Manager Position – 12/10/14 thru 6/30/15
[Resolution No.]

3.2 Voluntary Separation.

- a. In the event Ford decides to voluntarily separate his services as City Manager for the City during the term of this Employment Agreement, he shall first give the Council at least thirty (30) calendar days written advance notice of his intention to voluntarily separate his service with the City, unless the parties mutually agreed in writing otherwise.
- b. If Ford voluntarily separates his services as City Manager for the City during the term of this Employment Agreement, he shall be entitled to receive a full month's salary as specified in **Section 2.1 above** and the full monetary value of any earned but unused vacation accumulated during the period of his service pursuant to this Employment Agreement. Ford's entitlement to earned, but unused sick days shall be governed by those provisions applicable to Chief Executive Management Employees in the City service.

3.3 Payment of Severance. Upon either termination or voluntary separation of service as City Manager, Ford shall be entitled to receive the applicable salary and/or benefits specified above in **Sections 2.1, 3.1 and 3.2** within five (5) City business days of termination or separation of service, unless otherwise mutually agreed; however, the City may withhold the payment of such severance until Ford's delivery to the City of any and all City books, records, documents, reports, materials and other type or form of property of the City.

Section 4. General Provisions

4.1 Amendments. This Employment Agreement may be amended in writing, signed by Ford, the majority of the Council and "Approved As To Form" by the City Attorney.

4.2 Conflict of Interest.

- a. The City Manager shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal or political associations.
- b. The City Manager shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Manager's City employment.
- c. The City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

Employment Agreement – Johnny Ford
City Manager Position – 12/10/14 thru 6/30/15
[Resolution No.]

4.3 Indemnification.

- a. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq.) and Government Code Sections 995-996.5, the City shall defend and indemnify the Ford against and for all losses sustained by Ford in direct consequences of the discharge of the City Manager's duties on the City's behalf for the period of the City Manager's employment. The City shall not be obligated to indemnify or represent Ford in any legal matters resulting from any malfeasance or misfeasance engaged in at any time while employed by the City or at any time thereafter, arising as a result of the performance of his duties as City Manager.
- b. Nothing in this Agreement shall expand the City's defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act and Government Code Sections 995-996.5. Further, in the event City provides funds for legal criminal defense pursuant to this sub-section and terms of the Government Code, Ford shall reimburse the City for such legal criminal defense funds if Ford is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243-53243.4.

4.3 Entire Agreement. The terms and conditions of this Agreement represent the entire understanding between the City and Ford regarding Ford's employment as the City Manager, and all preliminary negotiations and agreements are deemed a part hereof. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement.

4.4 Independence of Parties. Each party hereto has had the opportunity to receive independent legal advice with respect to the contents and advisability of making this Employment Agreement and executes this Agreement after having the opportunity to consult with legal counsel.

No provision of this Employment Agreement shall be interpreted for or against any party because that party or his/its legal representative drafted the provisions. This Agreement shall be deemed to have been drafted by all parties hereto. Each party hereto expressly covenants that the terms of this Employment Agreement are fair and have been freely negotiated by and between each of the parties.

4.5 Arbitration of Salary Dispute. Should a dispute arise between the parties hereto specifically concerning the amount of salary or period for which salary is to be paid, the parties agree that the dispute shall be submitted to binding arbitration. Such arbitration shall be conducted by a mutually agreed arbitrator. Each party hereto shall bear one-half of the costs of the arbitration, except each party shall bear their own costs for legal representation and witness fees. The parties agree that any disputes resolved by arbitration shall be final and binding. Any other disputes arising out of Ford's employment as City Manager, not specifically referenced herein, shall not be subject to the provisions of this section.

**Employment Agreement – Johnny Ford
City Manager Position – 12/10/14 thru 6/30/15
[Resolution No.]**

4.6 Severability. If any provision, or any portion thereof, contained in this Employment Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Employment Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

4.7 Jurisdiction and Venue. This Employment Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Los Angeles, California.

4.8 Notice. Any notice, amendments or additions to this Employment Agreement, including change of address during the term of this Agreement, which the City Manager or the City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

If to the City:

City Clerk
City of Compton
205 South Willowbrook Avenue
Compton, California 90220

With copy to:

City Attorney
City of Compton
205 South Willowbrook Avenue
Compton, California 90220

If to the City Manager:

City Manager
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
[or other address provided in writing to
the City Clerk and City Attorney]

IN WITNESS WHEREOF, the Parties have executed this Employment Agreement.

Johnny Ford

Dated: _____

**City of Compton
A Municipal Corporation**

Dated: _____

Aja Brown, Mayor

Dated: _____

Janna Zurita, Council Member

Employment Agreement – Johnny Ford
City Manager Position – 12/10/14 thru 6/30/15
[Resolution No.]
First Council District

Dated: _____

Isaac Galvan, Council Member
Second Council District

Dated: _____

Yvonne Arceneaux, Council Member
Third Council District

Dated: _____

Dr. Willie O. Jones, Council Member
Fourth Council District

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

