

**Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers or in the City Clerk's office. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.**

**COMPTON CITY COUNCIL  
AGENDA  
09/24/2019**

**Closed Session 4:30 P.M.  
Public Meeting 5:30 PM**

**CLOSED SESSION – 4:30 p.m. – 9:00 p.m.**

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS**

(Persons wishing to address the City Council on the Closed Session items may do so at this time. Comments are limited to one (1) minute per speaker and shall be limited to Closed Session agenda items)

**RECESS TO CLOSED SESSION**

**PUBLIC EMPLOYEE APPOINTMENT**

**Title: Compton Sheriff Captain**

**Pursuant to California Government Code Section 54957**

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

**Smith v. City of Compton, WCAB Case Nos. ADJ9193433 and ADJ9193437**

**Keyes v. City of Compton, Claim No. I-9561**

**Evans v. City of Compton, WCAB Case No. ADJ11321675**

**Pursuant to California Government Code Section 54956.9(a)**

## **HEARING(S)**

**5:35 P.M. - PUBLIC HEARING - TO RECEIVE COMMENTS ON THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FISCAL YEAR 2018-2019**

**5:45 P.M. - PUBLIC HEARING - TO CONSIDER AND ADOPT A RESOLUTION RECOMMENDING THE CITY COUNCIL'S APPROVAL OF AN AMENDMENT TO CHAPTER 30, ZONING, OF THE COMPTON MUNICIPAL CODE TO: 1) CREATE A NEW CHAPTER REGULATING EMERGENCY SHELTERS AND 2) AMEND THE USE REGULATIONS TO SPECIFICALLY ALLOW TRANSITIONAL AND SUPPORTIVE HOUSING IN RESIDENTIAL ZONES (Request to Reschedule Hearing to October 1, 2019 at 5:35 p.m.)**

## **OPENING**

**PUBLIC MEETING – 5:30 P.M.**

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**REPORT ON CLOSED SESSION ACTION(S)**

**INTRODUCTION OF SPECIAL GUESTS**

**COMMENDATORY RESOLUTIONS/PRESENTATIONS**

**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 10, 2019

## **REGULAR AGENDA**

### **CITY MANAGER'S REPORT**

2. ACTION ITEM -- REQUEST FOR CITY COUNCIL TO WAIVE FACILITY FEES FOR USE OF THE DOLLARHIDE COMMUNITY CENTER FOR THE MARIE HOLLIS RETIREMENT CELEBRATION TO BE HELD ON OCTOBER 11, 2019 (\$375.00)

### **CITY ATTORNEY'S REPORTS**

3. INFORMATIONAL REPORT/ CITY COUNCIL POLICY ESTABLISHING A STANDARD PROCESS FOR THE PERFORMANCE EVALUATION OF THE CITY MANAGER AND CITY CONTROLLER

### **NEW BUSINESS**

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2019-2020 AND 2020-2021
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2019-2020 BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A TWO YEAR CONTRACT WITH NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES FOR TWO FISCAL YEARS (2019-2021) ON HOUSING SUCCESSOR CITY OWNED PARCELES IN THE CITY OF COMPTON AND TO OPEN A PURCHASE ORDER FOR FISCAL YEAR 2019-2020 IN THE AMOUNT OF THIRTEEN THOUSAND AND FIVE HUNDRED DOLLARS (\$13,500)

### **COUNCIL COMMENTS**

### **ADJOURNMENT**

*NEXT REGULAR MEETING: 10/1/2019 @ 5:30 PM*

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## SEPTEMBER 10, 2019

The Compton City Council meeting was called to order at 5:45 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Aja Brown.

### ROLL CALL

**Council Members Present – Chambers, Galvan, McCoy, Sharif, Brown**

**Council Members Absent – None**

**Other Officials Present: D. Brown, A. Godwin, C. Cornwell**

### **5:50 P.M. - PUBLIC HEARING - TO CONSIDER A REDUCTION IN THE UTILITY USER FEE FOR PLENTY UNLIMITED INC. AS AN INCENTIVE TO LOCATE A STATE-OF-THE-ART INDOOR FARM WITHIN THE CITY OF COMPTON (Item #12)**

On motion by McCoy, seconded by Galvan, the public hearing was open at 5:50 p.m., by the following vote on roll call:

**AYES: Council Members - Chambers, Galvan, McCoy, Sharif, Brown**

**NOES: Council Members - None**

**ABSENT: Council Members - None**

**Richard Rojas, Director of Community Development**, reported that this is a request from Plenty Unlimited, Incorporated to consider expanding their business to Compton, along with a request for a Utility User Tax (UUT) fee reduction agreement. Plenty Unlimited, Inc. is an indoor, hydroponic farming company that grows field-scale agricultural produce. The company is requesting that the city reduce its Utility User Fee tax burden to a level that will allow Plenty to be competitive in the market, while still accruing more UUT revenue to the city than a company with a normal power use profile.

Mr. Rojas then indicated that Staff has recommended that the City Council approve the resolution authorizing the incentive agreement.

**Mike Gupta, Camille Kolstad, Representatives from Plenty Unlimited, Inc.** stated that Plenty is an indoor, hydroponic farming company that grows field-scale agricultural produce. Its mission is to provide food that is better for plants, people and the planet. Plenty grows, harvests, packages and ships fresh produce to grocery stores, restaurants, and consumers that set a new bar for flavor, quality, shelf life, and cleanliness. In addition, Plenty's produce is pesticide-free and its farms use a small fraction of the water and land compared to conventional agriculture.

Mr. Gupta further commented that Plenty Unlimited, Inc. utilizes a high volume of electricity to support its operations, and the 10% UUT is a significant barrier for the company. To help the company locate to Compton, Plenty is proposing a UUT reduction agreement. Plenty is proposing 50 new, living wage jobs for Compton residents, an annual youth educational program for middle school through college; and civic engagement through membership/sponsorship with a Compton area Chamber of Commerce.

### **PUBLIC COMMENTS REGARDING THE HEARING**

**Robert Ray**, questioned whether the company has contacted potential customers. Mr. Ray noted that the cost of utilities is part of the cost of doing business, and further urged the City Council not to set a precedence by giving this company a discount, which is not fair to other companies.

**Unidentified Speaker**, questioned whether the company will be providing high quality products and services, business standards, as well as hiring local residents and providing them with living wages.

**Roberto Rodriguez**, Youth Activities League, stated that he is excited to have a company come into the city to provide a state-of-the-art vertical garden. He spoke in favor of the organization, which will provide opportunities to the community and further noted that we must set a high standard to provide a living wage job for the youth and keep them inspired about technology.

**Randle Hook**, Richland Farms resident, spoke in support of Plenty Unlimited, adding that we all must understand the value of nature to improve the physical and mental health of the community.

**Joyce Kelly**, Compton resident, spoke in opposition to Plenty Unlimited receiving any discount on their utilities, indicating that it is the Seniors of the community who are suffering and deserve to receive discounts. Ms. Kelly urged the Council to deny the request.

**Lynn Boone**, Compton resident, spoke in opposition to the request for a discount on utilities by Plenty Unlimited, indicating that the city is in a deficit and the citizens of Compton are paying very high taxes. Ms. Boone further requested to know how the community can be assured that marijuana will not be grown at the site.

**Adolpho Varas**, Latino Chamber of Commerce, stated that he has been meeting with Plenty Unlimited for the last few months, with very positive results. Mr. Varas spoke in favor of granting the company's request, indicating that Plenty Unlimited will provide economic development for the community, while supplying the residents with fresh, delicious vegetables without chemicals and pesticides that can be harmful to our bodies.

**Rev. Charles Brown and Pauline Brown**, President of the Compton 125 Historical Society, spoke in support of Plenty Unlimited. Mr. Brown indicated that vertical farming is a new and exciting technology and will assist Compton in improving the lives of the residents.

**Mary**, Compton resident, questioned what would happen to the surrounding homeowners and whether this new farming facility would involve the gentrification of Compton. Ms. Mary then questioned whether Plenty Unlimited can supply data that supports the fact that the vegetables grown by the company are chemical and pesticide free.

**Amanda Chow**, Business Owner in Compton, spoke in support for Plenty Unlimited Farms, indicating that the operation will bring forth great opportunities for the community. Ms. Chow then commented that she has tasted some of the farm vegetables, and indicated that they are indeed delicious and have a wonderful, long-lasting shelf life.

**Karen Lewis**, Compton resident, questioned how much the youth will be paid and what effect will this new operation have on the current businesses of the community.

**Robert Johnson**, stated that new technology is not foreign to Compton, as the city was once an agricultural community. Mr. Johnson encouraged the Council to look at the new technology to determine how it can be applied to the community. He also added that with innovation comes risks.

**Maria Villareal**, Latino Chamber of Commerce, spoke with the aid of a translator in favor of Plenty Unlimited. Ms. Villareal spoke about the health benefits of fresh vegetables adding that this would also assist the community with combating obesity.

**Charles Strickland**, Compton resident, spoke in favor of Plenty Unlimited providing fresh vegetables to the City of Compton.

**Unidentified Speaker**, urged the City Council to provide opportunities for Compton entrepreneurs.

**Danny**, stated that it is important that the city vet the companies attempting to do business with Compton and make certain that their actions are compatible with their promises.

**Craig Henry**, Compton resident, spoke in favor of the 4-H Horticulture Club returning to Compton. Mr. Henry questioned the longevity of Plenty Unlimited and asked how long the company has been operating in San Francisco. Mr. Henry expressed that Compton must have companies with long-term goals and plans to improve the City of Compton.

There being no further audience comments, It was moved by Galvan, seconded by McCoy, the hearing was closed at 6:47 p.m., by the following vote on roll call:

**AYES:** Council Members - Chambers, Galvan, McCoy, Sharif, Brown  
**NOES:** Council Members - None  
**ABSENT:** Council Members - None

**Mayor Brown** requested that Plenty Unlimited address the concerns raised by the audience members.

Mike Gupta, Plenty Unlimited, Inc. commented that the company holds themselves and their products to a very high standard and provide certified ‘pesticide-free’ vegetables to the community. Mr. Gupta then indicated that the company is looking for a long-term lease as they plan to make the site in Compton a long-term home, and provide living wages to the residents. Mr. Gupta then emphasized that the company does not and will not grow marijuana.

Ms. Camille Kolsted commented that Plenty Unlimited will partner with local chefs, restaurants, and retailers and local stores to provide fresh vegetables. Plenty Unlimited would love for the community to have an active voice and encourages the idea of local community gardens. Ms. Kolsted further commented that Plenty will be happy to provide data certifying that their vegetables are pesticide-free and concluded by stating that no homes will be displaced by their site or operation.

#### **WAIVER OF AGENDA ORDER**

On motion by Galvan, seconded by McCoy, the agenda order was waived, by the following vote on roll call:

**AYES:** Council Members - Chambers, Galvan, McCoy, Sharif, Brown  
**NOES:** Council Members - None  
**ABSENT:** Council Members - None

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INCENTIVE AGREEMENT WITH PLENTY UNLIMITED, INC. TO LOCATE A STATE OF THE ART INDOOR FARM WITH THE CITY OF COMPTON

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

**Councilmember Chambers** commented that she is in favor of companies that are willing to invest in the Compton community and provide a ‘living wage’ for the residents, adding that the community deserves access to high quality, healthy foods.

**Mayor Brown** noted that the contract agreement outlines the community benefits and incentives, adding that the contractual agreement requires Plenty Unlimited to furnish proof of compliance each step along the way before they will be allowed to proceed with the next step.

**City Manager Cornwell** noted that the signatories for the contract will be ‘Plenty Unlimited, Inc.,’ noting that the agreement will be with Plenty Unlimited, Inc. Mr. Cornwell further indicated that the college education program is not limited to Compton Community College, which will allow the program to be available to all college students in the Compton area.

**Resolution Number 25,108** entitled ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INCENTIVE AGREEMENT WITH PLENTY UNLIMITED, INC. TO LOCATE A STATE- OF-THE-ART INDOOR FARM WITH THE CITY OF COMPTON’ was adopted by the following vote on roll call:

**AYES:** Council Members - Chambers, Galvan, McCoy, Sharif, Brown  
**NOES:** Council Members - None  
**ABSENT:** Council Members - None

## **PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS**

**Robert Ray**, Compton resident, stated that the Council is setting a bad precedent by giving a discount to Plenty Unlimited, Inc. Mr. Ray announced that the Concerned Citizens of Compton, Inc. will be holding a celebration honoring Marie Hollis for her 19 years of dedicated, unselfish service to the Compton community. He indicated that the celebration will take place on Friday, October 11, 2019 from 4 to 8 p.m. at the Dollarhide Community Center, 301 N. Tamarind Avenue, Compton. Tickets for this Black Tie Formal event are \$40 and are available by contacting Lillie Darden at (310) 639-1760. Mr. Ray then commented that the city should install left-hand turn signals for all four directions of the intersection of Wilmington and Greenleaf to prevent any further traffic collisions. He also requested that the City Council replace all missing utility poles around the city.

**Maria Villareal**, Latino Chamber of Commerce, stated that she is looking forward to the 2<sup>nd</sup> Annual Taste of Compton at 331 E. Compton Boulevard. Ms. Villareal noted that local vendors and promotional booths are needed and requested participation from various organizations, groups and residents.

**Royce Esters**, Compton resident, NAEJA, raised concerns that the Sheriff's Department has no African American Deputies patrolling the Compton community, nor are there any African Americans working on city construction projects. Mr. Esters spoke of several incidents reported to him and the National Association For Equal Justice In America (NAEJA) regarding the excessive use of force and unreasonable search and seizure committed against the Compton community by the Compton Sheriff's Department.

**Jackie Venters**, Compton resident, requested that the city install cameras at all the local parks to fight crime. Ms. Venters also suggested that the City Council re-visit the re-naming of the DJ Quik Gymnasium. Ms. Venters urged the city to clean up District 2, and concluded by expressing her desire that the city would permit the 'Unity in the Community' event scheduled to take place on December 7, 2019 for the benefit of the children of Compton.

**Navalene Smith**, Compton resident, indicated that she purchased a house in Compton 3 years ago. Ms. Smith then offered that she put together a proposal to assist the youth of Compton in exploring our culture and the culture of others. Ms. Smith referenced the town of Allensworth, California which is the first town in California established exclusively by African Americans, founded in 1908 by a group of men led by Colonel Allen Allensworth. She encouraged everyone to visit the town. Ms. Smith further indicated that she would like assistance in launching her pilot program '*Compton Youth Exploring Culture*' which is designed to assist the youth of the community in building self-esteem which, in turn, creates a better society.

**Brenda Contreras**, Field Representative for Assemblyman Mike Gipson, invited the community to attend a Citizenship Workshop hosted by Assemblyman Mike Gipson and Councilmember Emma Sharif on September 28, 2019 from 9 a.m. until 12 noon at the Dollarhide Community Center, 301 N. Tamarind Avenue. Attendees for the workshop may call (213) 814-5248 to schedule an appointment. Ms. Contreras suggested that workshop attendees bring their birth certificate, permanent residency card, social security card, driver's license, passport or other related items to the workshop.

**Dewayne Myers**, Compton resident, spoke regarding the condition of the streets and requested to know when the city plan to repave Wilmington Avenue from Rosecrans to Greenleaf Boulevard. Mr. Myers then referenced the State Controller's Audit of the city and the use of \$3.9 Billion.

**Clinton Stewart**, Compton resident, spoke before the City Council and addressed what he considered to be the dismal appearance of the city. Mr. Stewart urged the Council to clean up the city, particularly Grandee Avenue, indicating that the trees have not been trimmed in 5 years. Mr. Stewart emphasize that Compton should be a "no excuse City," adding that the residents are tired of hearing excuses as to why certain concerns of the residents are not being addressed.

**Miller Martin**, Compton resident, informed the City Council that one particular Code Enforcement Officer is illegally towing vehicles off private property and out of the driveways and disrespecting the residents. Mr. Miller noted that 80 percent of the residents in his

neighborhood are Seniors citizens, and they have received invalid parking citations or had their vehicles illegally towed. Mr. Martin requested that the city investigate his claims.

**Leroy Guillory**, Compton resident, spoke regarding a \$330 citation his father received for not displaying his handicapped placard. Mr. Guillory also noted that his father had to pay \$700 in tickets, adding that the funds must be paid in order to challenge a ticket. He urged the Council to investigate the citation challenging process.

**Joyce Kelly**, Compton resident, informed the members that there has been only one bus operating for months transporting the Seniors. Ms. Kelly urged the Council to approve two additional buses for transportation to and from the Dollarhide Center, which is designated as a cooling center. Ms. Kelly also informed the Council that the kitchen in the VFW building has been removed.

**George Marianas**, Compton resident, expressed his support for Plenty Unlimited and added that he is looking forward to collaborating with the company.

**Lynn Boone**, Compton resident, addressed agenda item Number 2 (lease agreement with Volunteers of America-VOA) and stated that VOA is a worthy organization from Compton working on behalf of the citizens. Ms. Boone praised Angels for Sight and urged the Council to renew their contract as they diligently serve the community. Ms. Boone questioned the funding and insurance for the 2<sup>nd</sup> Annual Taste of Compton event, and further alleged that the City Charter has been disregarded and violated by city officials.

## **CONSENT AGENDA**

### **CITY FIRE DEPARTMENT**

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES (\$800,000.00) (*Approved Resolution Number 25,109*)

### **GENERAL SERVICES**

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH VOLUNTEERS OF AMERICA OF LOS ANGELES FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 700 BULLIS ROAD (*Approved Resolution Number 25,116 - Re-considered later in the meeting*)

### **PLANNING AND ECONOMIC DEVELOPMENT**

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY COMPTON DENYING ZONE TEXT AMENDMENT NO. 18-02, A REQUEST OF ELECTRIC GUARD DOG LLC, TO AMEND SECTION 30-44.3 OF THE COMPTON MUNICIPAL CODE (FENCING ORDINANCE) TO ALLOW ELECTRIFIED FENCING IN THE LIMITED COMMERCIAL, COMMERCIAL MANUFACTURING, LIMITED AND HEAVY MANUFACTURING ZONES CITYWIDE (*Approved Resolution Number 25,110*)
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO YEAR CONTRACT (FISCAL YEARS 2019-2020 AND 2020-2021) WITH ROTH AND ASSOCIATES FOR PROPERTY APPRAISAL SERVICES ON AN AS-NEEDED BASIS FOR HOUSING SUCCESSOR AGENCY PROPERTIES AND TO OPEN A PURCHASE ORDER FOR FISCAL YEAR 2019-2020 IN AN AMOUNT NOT TO EXCEED NINE THOUSAND DOLLARS (\$9,000). (*Approved Resolution Number 25,111*)

## **PUBLIC WORKS DEPARTMENT**

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 2016 FEDERAL TRANSPORTATION EARMARK EXCHANGE PROGRAM LOCAL FUND AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO PROVIDE FUNDING FOR THE DEVELOPMENT AND REHABILITATION OF THE COMPTON CREEK BIKEWAY PROJECT (*Approved Resolution Number 25,112*)

## **RISK MANAGEMENT**

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT WITH VENTIV TECHNOLOGY, INC. FOR PROVISION OF THE RISK MANAGEMENT IVOS DATABASE (*Approved Resolution Number 25,113*)

## **WATER DEPARTMENT**

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF H2O SOLUTIONS, LLC FOR THE TANK DIVING, CLEANSING AND INSPECTION PROJECT (\$14,347.52) (*Removed from agenda*)

On motion by Galvan, seconded by Sharif, consent agenda was approved by the following vote on roll call:

**AYES:** Council Members - Chambers, Galvan, McCoy, Sharif, Brown  
**NOES:** Council Members - None  
**ABSENT:** Council Members - None

## **REGULAR AGENDA**

### **CITY MANAGER'S REPORT**

#### 7. ORAL REPORT - PUBLIC SAFETY

**Compton Sheriff's Department Lieutenant L. Waldie** presented an oral and written report showing data for the City of Compton – Part 1 crime statistics through September 9, 2019. Lt. Waldie informed the City Council that there is a high concentration of crimes near Long Beach Boulevard, and consequently, the Sheriff's Department will commit additional concentration of law enforcement to the area. The complete power point statistical report is on file and available for review.

#### 9. ORAL REPORT - STREET MAINTENANCE

**City Manager Craig Cornwell** offered an extensive power-point presentation detailing the various street repairs, sign repairs/replacements, illegal dumping removal, street striping, and fleet equipment repairs. City Manager Cornwell then indicated that the city is planning a comprehensive community clean-up program and will continue to address the on-going issues of illegal dumping. City Manager Cornwell also added that the city will install 'No Trespassing' signs on Successor Agency property sites. The complete power-point report is on file and available for review in the City Clerk's Office.

**Public Works Director Wendell Johnson** presented an update on the completion of the bridge lights on the Rosecrans Bridge on top and underneath which have been out for over two years. Mr. Johnson then noted that there is a traffic signal and lighting contractor on board and the city is working with Southern California Edison with the LED lighting upgrade. Mr. Johnson also informed the Council and community that the downed power poles and lights will be restored and concluded by stating that a planned maintenance program for the city's pipeline will be presented to the City Council in the near future.

10. A REQUEST TO SCHEDULE A PUBLIC HEARING TO CONSIDER AND ADOPT A RESOLUTION RECOMMENDING THE CITY COUNCIL'S APPROVAL OF AN AMENDMENT TO CHAPTER 30, ZONING, OF THE COMPTON MUNICIPAL CODE TO: 1) CREATE A NEW CHAPTER REGULATING EMERGENCY SHELTERS AND 2) AMEND THE USE REGULATIONS TO SPECIFICALLY ALLOW TRANSITIONAL AND SUPPORTIVE HOUSING IN RESIDENTIAL ZONES

On motion by Galvan, seconded by McCoy, the public hearing was approved for **September 24, 2019 at 5:45 p.m.** by the following vote on roll call:

**AYES: Council Members - Chambers, Galvan, McCoy, Sharif, Brown**  
**NOES: Council Members - None**  
**ABSENT: Council Members - None**

11. ACTION ITEM – REQUEST FOR CITY COUNCIL RATIFICATION TO WAIVE FACILITY FEES FOR USE OF DOLLARHIDE COMMUNITY CENTER FOR MARGIE GARRETT REPAST HELD ON AUGUST 3, 2019 (\$750.00)

On motion by Galvan, seconded by Sharif, the above request was approved, by the following vote on roll call:

**AYES: Council Members - Chambers, Galvan, McCoy, Sharif, Brown**  
**NOES: Council Members - None**  
**ABSENT: Council Members - None**

#### **NEW BUSINESS**

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO METROLOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (MWD) IN THE AMOUNT OF \$300,000.00 TO PURCHASE IMPORTED WATER FOR THE 2019-2020 FISCAL YEAR

**Brian Dickinson, Water Department General Manager**, explained that occasionally, the city must purchase water rights from Metropolitan Water District. Mr. Dickinson further explained that one of the city's wells is in the process of being rehabilitated and will be back in service within a few months.

**Resolution Number 25,114** entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO METROLOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (MWD) IN THE AMOUNT OF \$300,000.00 TO PURCHASE IMPORTED WATER FOR THE 2019-2020 FISCAL YEAR' was adopted by the following vote on roll call:

**AYES: Council Members - Chambers, Galvan, McCoy, Sharif, Brown**  
**NOES: Council Members - None**  
**ABSENT: Council Members - None**

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SCHEDULE LS-1 OPTION E, LED FIXTURE REPLACEMENT RATE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON

On motion by Sharif, seconded by McCoy, **Resolution Number 25,115** entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SCHEDULE LS-1 OPTION E, LED FIXTURE REPLACEMENT RATE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON' was adopted by the following vote on roll call:

**AYES:** Council Members - Chambers, Galvan, McCoy, Sharif, Brown  
**NOES:** Council Members - None  
**ABSENT:** Council Members - None

15. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 4-11 (PURCHASING SYSTEM)) OF CHAPTER IV OF THE COMPTON MUNICIPAL CODE (First Reading)

On motion by McCoy, seconded by Sharif, the reading of the ordinance in full was waived by the following vote on roll call:

**AYES:** Council Members - Chambers, Galvan, McCoy, Sharif, Brown  
**NOES:** Council Members - None  
**ABSENT:** Council Members - None

On motion by McCoy, seconded by Galvan the Ordinance entitled ‘AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 4-11 (PURCHASING SYSTEM)) OF CHAPTER IV OF THE COMPTON MUNICIPAL CODE’ was placed on first reading by the following vote on roll call:

**AYES:** Council Members - Chambers, Galvan, McCoy, Sharif, Brown  
**NOES:** Council Members - None  
**ABSENT:** Council Members - None

**RE-CONSIDERATION OF CONSENT AGENDA)**

**Councilmember Chambers** requested to reconsider the consent agenda.

It was moved by Chambers, seconded by Mayor Brown (who stepped from the Chair), to reconsider the consent agenda, by the following vote on roll call:

**AYES:** Council Members - Chambers, Galvan, McCoy, Sharif, Brown  
**NOES:** Council Members - None  
**ABSENT:** Council Members - None

It was moved by **Mayor Brown** (who stepped from the Chair), seconded by Chambers to approve agenda item Numbers 1, 3, 4, 5 and 6, by the following vote on roll call:

**AYES:** Council Members - Chambers, Galvan, McCoy, Sharif, Brown  
**NOES:** Council Members - None  
**ABSENT:** Council Members - None

It was moved by Chambers, seconded by Mayor Brown (who stepped from the Chair) to reconsider consent agenda item Number 2 (Contract with Volunteers of America), by the following vote on roll call:

**AYES:** Council Members - Chambers, Galvan, McCoy, Sharif, Brown  
**NOES:** Council Members - None  
**ABSENT:** Council Members - None

2. **RE-CONSIDERATION** -- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH VOLUNTEERS OF AMERICA OF LOS ANGELES FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 700 BULLIS ROAD

**Councilmember Chambers** referenced that the attachment included with the contract and resolution indicated that the city should receive the full amount of grant funds allocated for rent, utilities and maintenance of the site that is leased by Volunteers of America.

After further discussion, Councilmember Chambers offered an amended motion to authorize the City Manager to enter into a lease agreement with Volunteers of America for the \$1.97 per

square foot per month for a total of \$744.66 per month. The motion was seconded by Sharif and approved by the following vote on roll call:

**AYES:** Council Members - Chambers, Galvan, McCoy, Sharif, Brown  
**NOES:** Council Members - None  
**ABSENT:** Council Members - None

**Resolution Number 25,116** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH VOLUNTEERS OF AMERICA OF LOS ANGELES FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 700 BULLIS ROAD**

### **COUNCIL COMMENTS**

**Councilperson Chambers offered the following communications/announcements:**

- Invited the community to visit the wonderful, new El Buen Pastor Catholic Bookstore locate at 208 Rosecrans Avenue, Compton.
- Reported a huge pothole on Rosecrans Avenue between Parmalee and Tajauta Avenue.
- Invited the community to attend her very informative Grant Writing Workshop scheduled for Tuesday September 23, 2019 at 1 p.m. at Gonzales Park, 1101 W. Cressey Street.
- Invited the community to volunteer to serve the 16<sup>th</sup> Annual Compton Veterans’ Stand Down scheduled for September 14 – 16, 2019 beginning at 6 a.m. at 700 N. Bullis Road (Career Link site) -- there will be medical, dental and visual health screenings along with many other vital services for the Veterans.
- Announced that Los Angeles County is accepting and collecting up to 500 pounds of green waste at no charge, 7 days a week from 5:30 a.m. until 7:30 p.m. - hosted by Active Recycling Company, 2000 W. Slauson Avenue, Los Angeles.
- Announced that Sergeant Ottawa Cureton-Dunkentell lost her only son, Anthony Thompson, Jr. in a head-on, wrong way traffic collision – Sgt. Cureton-Dunkentell will be hosting an Officer Anthony Thompson Jr., Scholarship Inaugural 5K Walk and Run on November 17, 2019 at Southwest Community College in conjunction with ‘Families Against Wrong Way Drivers’ as they raise funds to solicit legislation calling for the installation of spike strips at all freeway off-ramps to guard against wrong-way vehicles entering the freeways.
- Invited the community to attend her ‘*Movie Night*’ at the Compton Creek, 921 West Cressey on September 28, 2019, near Washington Elementary School from 6 p.m. to 10 p.m.
- Invited the community to attend the 3<sup>rd</sup> Annual ‘*End of Summer Block Party*’ scheduled for September 24, 2019 from 1 p.m. to 6 p.m. at 700 N. Alameda—including a kid zone, vendor booths, voter registration, car and bike show and fun and entertainment for the entire family.
- Adjourn in memory of **Bobbie Uduak**

**Councilperson Galvan offered the following communications/announcements:**

- Commented that he has reported illegal dumping in District 2 on numerous occasions.
- Invited the community to participate in the District 2 Community Clean-up on September 21, 2019 beginning at 9 a.m.

- Repeated his request for increased Sheriff's Deputies patrol for Wilson Park as well as the homeless encampment at Leuders Park for the safety of the children of Compton.

*(Councilman Galvan exited the meeting at 9:20 p.m.)*

**Councilperson McCoy offered the following communications/announcements:**

- Reported illegal dumping on 156<sup>th</sup> Street and Dwight.
- Reported that the STOP sign and street sign on Compton Boulevard and Kemp need to be replaced and there is illegal dumping of debris on Kemp Street.
- Thanked everyone who assisted and participated in the ***"Movie Night in the Park"*** event which was a great success---Councilman Herb Wesson donated bikes which were given away via raffle to the children of the community.
- Adjourn in memory of **Denise Antoinette Stringer**.

**Councilperson Sharif offered the following communications/announcements:**

- Invited the community to attend her District 4 Community Town Hall meeting scheduled for September 18, 2019 from 6 to 8 p.m. at Kelly Park, 2319 E. Caldwell Street---topics of discussion will be the Compton Sheriff's Crime Report, City Manager's update, the grand re-opening of South Park as well as other pertinent points of discussion.
- Invited the community to attend a Citizenship Workshop that she will be co-hosting with Assemblyman Mike Gipson on September 28, 2019 from 9 a.m. until 12 noon at the Dollarhide Community Center, 301 N. Tamarind Avenue---contact (213) 814-5248 for additional information.
- Announced that the District 4 Community Clean-up will take place on October 19, 2019 from 7 a.m. until 12 noon at the Compton Courthouse Plaza---volunteers are requested.
- Requested that the City Manager present the travel policy once again to the City Council for further consideration.

**Mayor Brown offered the following communications/announcements:**

- Mayor Brown requested that the City Manager address the complaints received regarding customer service in Compton City Hall.
- Mayor Brown invited the community to visit the new family restaurant, **Fish Bone**, located at 162 E. Compton Blvd, Unit A --- owned by a Compton resident, who has hired residents of the community to serve Compton.
- Mayor Brown invited the entire community to attend the next session of ***Open Mic***, hosted by Ms. Jennifer Beasley (JB) scheduled for September 16, 2019 beginning at 6 p.m. at the Dollarhide Community Center, 301 N. Tamarind Avenue. All genres of art will be showcased for the community.
- Mayor Brown invited the Compton family to participate in a community conversation entitled ***'For the Love of Compton'*** on October 9, 2019 from 7 p.m. to 9 p.m. at the Compton Community College Little Theater, 1111 E. Artesia Blvd. This event will feature an in-person conversation that will activate, elevate and empower! There will be amazing speakers, food, dynamic dialog and a place to network and connect in the heart of Compton. Please visit: [comptonconvos.eventbrite.com](http://comptonconvos.eventbrite.com) for additional information.

**ADJOURNMENT**

On motion by McCoy, seconded by Sharif the meeting was adjourned in memory of **Denise Antoinette Stringer** and **Bobbie Baucham** at 9:36 p.m. by the following vote on roll call:

**AYES:** Council Members - Chambers, McCoy, Sharif, Brown  
**NOES:** Council Members - None  
**ABSENT:** Council Members - Galvan

\_\_\_\_\_  
CITY CLERK OF THE CITY OF COMPTON

\_\_\_\_\_  
MAYOR OF THE CITY OF COMPTON

**September 24, 2019**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: PARKS AND RECREATION DIRECTOR**

**RE: ACTION ITEM -- REQUEST FOR CITY COUNCIL TO WAIVE FACILITY FEES FOR USE OF THE DOLLARHIDE COMMUNITY CENTER FOR THE MARIE HOLLIS RETIREMENT CELEBRATION TO BE HELD ON OCTOBER 11, 2019 (\$375.00)**

The Parks and Recreation Department ("Department") received a request to utilize the Dollarhide Community Center on Friday, October 11, 2019, from 5:00pm to 8:00pm for the Marie Hollis Retirement Celebration. This event will consist of celebrating the life work and accomplishments of Ms. Hollis through years of dedication and devotion to the community.

Marie Hollis moved from Oklahoma to Southern California in 1967. A former teacher for 33 years with LAUSD, she has been helping at risk youth in Compton as well as volunteering with numerous community organizations. Ms. Hollis' commitment to her community has been demonstrated through her tireless volunteer work with the American Association of University Women; the Camp Fire Council, Inc.; the Lutheran Women's Missionary League; the National Association for Equal Justice in America, serving as the President of the Committee to Save Compton Community College and the former President of the Concerned Citizens of Compton, Inc.

Ms. Hollis is requesting the use of the Dollarhide Community Center to conduct the event and is seeking a waiver of facility use fees; however, City policy does not give authorization for staff to waive fees for use of City-owned facilities for non-City related activities or business; thus, City Council approval is required.

Breakdown of the fees associated with use of the Dollarhide Community Center for the requested event are described below.

| <b>DEPARTMENT</b>                                                       | <b>COSTS</b>    |
|-------------------------------------------------------------------------|-----------------|
| <b>Facility Fees</b><br>\$125 hour x 3 hours = \$375                    | \$375.00        |
| <b>General Services</b><br>1 Custodian x \$35 an hour x 5 hours = \$175 | \$175.00        |
| <b>Total</b>                                                            | <b>\$550.00</b> |

**Action Item – Request for Facility Use Fee Waiver  
Dollarhide Community Center  
Marie Hollis Retirement Celebration  
September 24, 2019, page 2**

As in the case of previous requests, City Council has the option of waiving the facility costs only of \$375.00 for the event. Staff costs for this event, assuming City Council waives the facility fee, would be \$175.00 and will be directed to be paid by the organizers.

The cost for the event is \$40.00 per person.

**MARVIN C. HUNT, DIRECTOR  
PARKS AND RECREATION DEPARTMENT**

**APPROVED FOR FORWARDING:**

**CRAIG J. CORNWELL  
CITY MANAGER**

September 24, 2019

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

**FROM: CITY ATTORNEY**

**SUBJECT: INFORMATIONAL REPORT/ CITY COUNCIL POLICY ESTABLISHING  
A STANDARD PROCESS FOR THE PERFORMANCE EVALUATION OF  
THE CITY MANAGER AND CITY CONTROLLER**

### **SUMMARY**

Staff requests that the City Council review the attached proposed policies relating to the establishment of a standard process for the performance evaluation of the City Manager and City Controller. This is an informational report and does not require action at this time. Pending City Council's review and preliminary approval of the attached policies, this item will be brought forward to City Council at a subsequent meeting for final adoption.

### **BACKGROUND**

The City Council has requested that the City Attorney provide feedback, direction and guidance on the performance evaluation process for the City Council appointed positions of the City Manager and the City Controller. This Informational Report will state the expectations of each position as delineated in the City Charter, the Compton Municipal Code and in the job specification as applicable. This Informational Report will also describe the benefits of an annual evaluation process and will present proposed policies for standardizing the process of evaluating the performance of the City Manager and City Controller.

The information below is intended only to guide the City Council on establishing a fair and standard process for evaluating the performance of the City Manager and the City Controller. The proposed policies do not limit or preclude the Council from exercising its authority to appoint or terminate the services of the City Manager or City Controller as set forth in the City Charter and/or employment agreement with said employees.

### **STATEMENT OF THE ISSUE**

The performance evaluation process is a method used to review accomplishments, establish strategic goals and objectives, clarify roles and responsibilities and provide feedback for the City Manager and City Controller.

#### **I. NUMEROUS BENEFITS OF AN ANNUAL EVALUATION**

Evaluations are an opportunity to improve communication between a Council and the Appointed Official (City Manager, City Controller, etc.), establish goals and objectives and set expectations for the upcoming year. With an established schedule and process, roles and responsibilities can be refined, goals reassured, priorities updated and gaps in training

and personal/team development needs identified. According to the League of California Cities, a performance evaluation process will:

1. Ensure that Council will work from the same priorities and assumptions;
2. Course corrections if necessary;
3. Strengthen the Council relationship with the Appointed Official.

## **II. TYPICAL PERFORMANCE EVALUATION PROCESS & CRITERIA TO CONSIDER**

The League of California Cities describes the typical performance evaluation process as follows:

1. Mayor or Chair of Personnel Committee collects feedback and leads a discussion in closed session;
2. City Attorney will collect feedback and share it in closed session;
3. An outside facilitator is hired to interview the Council and prepare a consolidate evaluation report to discuss in closed session.

According to the League of California Cities, evaluating the performance of an employee is a two-part process. The Council must first discuss the standards and expectations of the position with the Appointed Official and then measure their performance against those standards.

The International City/County Management Association identifies specific core areas critical for effective local government management and recommends that an elected body, such as City Council, select those areas, which they believe to be the most important areas for achieving its goals. After this selection has taken place, City Council can evaluate the performance of the City Manager and City Controller in these primary areas.

## **III. HOW DO OTHER CITIES CONDUCT PERFORMANCE EVALUATIONS FOR APPOINTED OFFICIALS?**

### **A. City of Carson**

The City of Carson incorporates the performance evaluation process into the employment agreement with the City and its City Manager as follows:

- The City Council reviews and evaluates the performance of the City Manager annually, within thirty (30) days after each anniversary of the effective date of the employment agreement.
- On December 1 of each year of the term of the agreement, the City Manager is to submit his or her goals and objectives. This is to be submitted within the first three (3) months so they can be used as a guide for the remainder of the year.

**Staff Report – Informational Report: Establishing a Standard Process for the Performance Evaluation of the City Manager and City Controller**  
**September 24, 2019, page 3**

- The City Manager should be receptive to having an external facilitator guide the City Council through the City Manager performance evaluation process. The City Council and City Manager may mutually agree to use a “facilitator” to support the process. The facilitator would be selected by the City Manager and approved by Council. All fees and expenses would be paid by the City.
- The review and evaluation is presented in closed session or through another mutually acceptable closed format.
- The evaluation would focus on the role and expectations of the City Manager, identify performance strength and weaknesses and would provide an opportunity for the City Manager to take affirmative action to address weaknesses and areas needing improvement.
- The City Council may elect to provide a written summary of the performance evaluation within two (2) weeks following the conclusion of the review and evaluation process and may at its discretion, schedule at least one (1) closed personnel session with Appointed Official to deliver and discuss the evaluation.

**B. City of Pasadena**

The City of Pasadena incorporates the process of a performance evaluation into the employment agreement with the City and its City Manager as follows:

- The performance evaluation is conducted annually in August.
- The evaluation may include peer and subordinate input.
- The evaluation is based on criteria developed jointly by the City Council and City Manager; said criteria can be edited from time to time after consulting with City Manager.
- The City Manager has the opportunity to discuss their evaluation with the City Council.
- The specific performance objectives deemed to be necessary for the operation of the City are defined in writing annually. The objectives must be reasonably attainable within the time limitations agreed to by both the City and the City Manager. The objectives must also be reasonably attainable within the fiscal constraints of the annual operating and capital budgets and appropriations approved by the City. Unforeseen circumstances, which could affect this achievement are identified in the annual evaluation.
- City Council and/or City Manager may request additional performance evaluations between anniversary dates. This can be less formal and may be conducted without written comments or reports.

**C. City of Santa Monica**

The City of Santa Monica adopted the following process for conducting annual performance evaluations of their three (3) Appointed Officials in 2011 as follows:

- The Council convenes a special Council meeting on the first Tuesday in April of every year for the sole purpose of evaluating the performance of each Appointed Official.
- Discussions for performance evaluations focus on the assessment of past efforts, identification of future goals and objectives and areas where improvements may be needed.
- Each Appointed Official is to complete a written self-assessment of the past year including a report on achievement of various City and department goals and objectives, proposed goals and objectives for the next year and areas where improvements may be needed. This information is to be transmitted to each Councilmember.
- In closed session, the Council would convene to discuss the Appointed Official's performance. The Council would then invite each Appointed Official into the closed session to discuss his/her performance and achievements, future goals and objectives, areas for improvement as well as the self-assessment report prepared by the individual.
- Council may choose to offer individual comments or develop a collective assessment.

#### **IV. CURRENT EVALUATION PROCESS FOR CITY MANAGER AND CITY CONTROLLER**

The Compton City Council conducts performance evaluations for the individuals appointed to the positions of the City Manager and City Controller in closed session meetings, as authorized by Government Code Section 54957. The City currently does not have a standard process for evaluating the City Manager and City Controller position. The City's current practice has been to periodically discuss the performance of the individual appointed to the positions of City Manager and City Controller in closed session meetings and make recommendations regarding their employment accordingly.

#### **V. BACKGROUND ON CITY MANAGER AND CITY CONTROLLER POSITIONS**

##### **A. City Manager**

Pursuant to Section 703 of the City Charter, the City Council appoints the City Manager, a position that is not in the Classified Service. The individual appointed to the position of City Manager can be removed by motion of the City Council adopted by at least three affirmative votes.

The City Manager's responsibilities as chief administrative officer of the City are outlined in the Compton City Charter and Compton Municipal Code as described below and in the attached proposed policy.

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

**Staff Report – Informational Report: Establishing a Standard Process for the Performance Evaluation of the City Manager and City Controller**  
**September 24, 2019, page 5**

executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City.

The City Manager position is vital to the daily functioning of the City's government, requiring specialized skills and experience pursuant to Section 706 of the Compton City Charter, is 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 Charter. See Section 706 of the City Charter attached in the proposed policy.

The Compton Municipal Code Section 2-2 also describes the responsibilities of the City Manager. See Section 2-2 of the Compton Municipal Code attached in the proposed policy.

**B. City Controller**

The Compton City Charter also outlines the powers and duties of the Compton City Controller in Section 708 of the City Charter (attached in the proposed policy). The City Controller Position is in the Classified Service for the City but is a Department Head under the administrative direction of the City Council. The job specification for the City Controller position was approved by City Council on July 20, 2010 (Resolution No. 23,161).

Please see the City Controller job specification attached in the proposed policy for more information on the purpose, duties and responsibilities of the position.

**VI. PROPOSED POLICY**

As recommended by the International City/County Management Association, the attached proposed performance evaluation procedures incorporate core areas, specific to each City Council appointed position of City Manager and City Controller, which are to be used to evaluate performance in each position. The proposed policies will also include questions, specific to each position as well as an opportunity for City Council to list any comments they believe are appropriate and pertinent in the evaluation. The proposed policies will provide City Council with regular and structured communication about past and future achievements, goals and objectives.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

As this report is informational, there is no formal City Council action required at this time. Council comments, suggestions and recommendations on the attached proposed policies and procedures

**Staff Report – Informational Report: Establishing a Standard Process for the Performance Evaluation of the City Manager and City Controller**  
**September 24, 2019, page 6**

are welcome. Unless otherwise directed, Staff will return an item to City Council and request that City Council adopt the proposed policies as set forth in this report.

**ALTERNATIVES**

1. Approve recommended evaluation policies with modifications.
2. Direct staff to return with more information.
3. Take no action.

**DAMON BROWN**  
**CITY ATTORNEY**

**APPROVED FOR FORWARDING:**

**CRAIG J. CORNWELL**  
**CITY MANAGER**

# **CITY OF COMPTON**

## **EVALUATION PROCEDURES FOR CITY MANAGER**

### **(Proposed Policy)**

#### **I. STATEMENT OF CITY COUNCIL’S RESPONSIBILITIES:**

Evaluating the performance of the City Manager is a significant responsibility of the City Council. Since the City Manager has the greatest influence in carrying out Council policies, one of the most important jobs the City Council member can do is provide clear direction and carefully monitor the City Manager’s progress.

#### **II. PURPOSE OF EVALUATION:**

The purpose of the employee performance evaluation and development is to increase communication between the City Council and City Manager concerning the performance of the respective position in the accomplishment of specific work-related goals and objectives.

#### **III. FORMS AND REPORTS:**

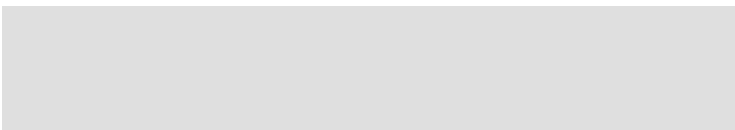
##### **A. Evaluation Form:**

Attached to this policy is the Performance Evaluation Form for the City Manager position, which is to be completed by each individual member of City Council. The evaluation form encompasses the following areas:

- Individual Characteristics
- Professional Skills and Status
- Relations with City Council Members
- Policy Execution
- Reporting
- Citizen Relations
- Staffing
- Supervision
- Fiscal Management
- Community

##### **B. Narrative Evaluation:**

The Performance Evaluation Form shall also include a section entitled, “Narrative Evaluation,” which provides the City Council an opportunity to enter responses to specific questions and include any comments they believe are appropriate and pertinent to the evaluation period.



C. Self-Evaluation Report:

The City Manager will be invited to complete a Self-Evaluation Form, using his or her respective Performance Evaluation Form as a guide. He or she may write comments rather than use the rating system if he or she chooses. This Self-Evaluation Form shall be turned in at the same time as the Performance Evaluation Forms that are completed by the City Council.

D. Closed Session Report:

The City Attorney will compile the data from the evaluation forms and will prepare a Closed Session Report (without including names of Councilmembers) summarizing the score sheet results and all narrative comments. This Closed Session Report will be distributed to the City Manager and City Council at least one week prior to the scheduled Annual Performance Evaluation.

#### **IV. PERFORMANCE EVALUATION GUIDELINES & PROCEDURE:**

Evaluations are an ongoing process. To be most beneficial, an evaluation of the City Manager will occur as follows:

A. Mid-Year Performance Evaluation:

1. The City Council shall conduct an initial, informal mid-year evaluation of the City Manager's performance six (6) months from his or her initial hire date in closed session.
2. The City Council shall openly discuss the performance of the City Manager using the primary areas listed in the Annual Performance Evaluation as a guide.
3. There shall be no written documentation of the evaluation, as this is an informal opportunity to communicate concerns and expectations as they relate to the primary areas listed in the Annual Performance Evaluation.

B. Annual Performance Evaluation:

1. The City Council shall conduct an annual performance evaluation in closed session during the first City Council meeting of the month of the City Manager's anniversary date of hire with the City.
2. Evaluation forms will be distributed to all Council members during the first meeting in the month prior to the City Manager's anniversary date of hire with the City (example: if a City Manager's annual anniversary date is in March, evaluation forms will be distributed during the first City Council meeting in February).

3. Individual Council Members shall submit the completed performance evaluation forms to the City Attorney no later than fourteen (14) days after distribution.
4. The Self-Evaluation Form (if completed) may not be given to any City Council members until all City Council members have completed their individual evaluation form for the City Manager.
5. The Self-Evaluation Form (if completed) shall be made available to the City Council members at least one week prior to the scheduled Annual Evaluation.
6. The Closed Session Report prepared by the City Attorney, summarizing the score sheet results and narrative comments shall be made available to the City Manager and City Council at least one week prior to the scheduled Annual Evaluation.
7. Each of the primary areas listed in the Performance Evaluation Form should be individually addressed and discussed as a body. Each primary area is to be used as a basis for Council discussion of the City Manager's performance for the respective time period.
8. The Annual Performance Evaluation will conclude with any personnel decisions and/or final comments on areas of growth and change.
9. The end of each Annual Performance Evaluation will mark the beginning of the next evaluation cycle.
10. See timeline graph on next page.

C. Special Performance Evaluation:

The City Council may schedule a closed session performance evaluation at any time to provide feedback and/or address any areas needing improvement.

Timeline:



## V. ACCESS TO EVALUATION DOCUMENTS:

Pursuant to Government Code Section 54957, the matters involving the performance evaluation of an employee shall be conducted in closed session. The purpose of this personnel exception is to avoid undue publicity or embarrassment for public employees and to allow full and candid discussion of such employees by the body in question. 61 Ops.Cal.Atty.Gen. 283, 291 (1978).

All Evaluation Forms and Reports related to the performance evaluation of the City Manager are to be kept confidential in the City Attorney's Office and will be used only to prepare the Closed Session Report.

# City Manager Annual Performance Evaluation<sup>1</sup>

## City of Compton

Evaluation period: \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
City Council Member Name

Each member of the City Council should complete this evaluation form, sign it in the space below, and return it to the City Attorney. The deadline for submitting this performance evaluation is \_\_\_\_\_.

Performance Evaluations will be properly noticed and included on the agenda for discussion in a closed session meeting scheduled for \_\_\_\_\_.

\_\_\_\_\_  
City Attorney's Signature

\_\_\_\_\_  
Distribution Date

\_\_\_\_\_  
Council Member's Signature

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
<sup>1</sup> Adapted from Sample Performance Evaluation Form, ICMA Manager Evaluations Handbook

### **CITY MANAGER POSITION SUMMARY**

Pursuant to Section 703 of the City Charter, the City Council appoints the City Manager, a position that is not in the Classified Service. The individual appointed to the position of City Manager can be removed by motion of the City Council adopted by at least three affirmative votes.

The City Manager's responsibilities as chief administrative officer of the City are outlined in the Compton City Charter and Compton Municipal Code as described below and in **Attachment "A and "B."**

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 position is vital to the daily functioning of the City's government, requiring specialized skills and experience pursuant to Section 706 of the Compton City Charter, is 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 Charter. See Section 706 of the City Charter attached as **Attachment "A."**

The Compton Municipal Code Section 2-2 also describes the responsibilities of the City Manager. See Section 2-2 of the Compton Municipal Code attached as **Attachment "B."**

**Initials \_\_\_\_\_**

## INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the City Manager's performance.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe are appropriate and pertinent to the rating period.

1. Please write legibly.
2. Leave all pages of this evaluation form attached.
3. Initial each page.
4. Sign and date the cover page.
5. On the date space of the cover page, enter the date the evaluation form was submitted.

All evaluations presented prior to the deadline identified on the cover page will be summarized into a Closed Session Report (without including any names of individual City Council members). The Closed Session Report prepared by the City Attorney, summarizing the score sheet results and narrative comments shall be made available to the City Manager and City Council at least one week prior to the scheduled Annual Evaluation.

## PERFORMANCE CATEGORY SCORING

### 1. INDIVIDUAL CHARACTERISTICS

- \_\_\_\_\_ Diligent and thorough in the discharge of duties ("self-starter")
- \_\_\_\_\_ Exercises good judgment
- \_\_\_\_\_ Displays enthusiasm, cooperation, and willingness to adapt
- \_\_\_\_\_ Exhibits mental and physical stamina appropriate for the position
- \_\_\_\_\_ Exhibits composure, appearance, and attitude appropriate for executive position

Add the values from Category #1 and enter the subtotal \_\_\_\_\_  $\div$  5 = \_\_\_\_\_ score for this category

**Initials** \_\_\_\_\_

**2. PROFESSIONAL SKILLS AND STATUS**

- \_\_\_\_\_ Maintains knowledge of current developments affecting the practice of local government management
- \_\_\_\_\_ Demonstrates a capacity for innovation and creativity
- \_\_\_\_\_ Anticipates and analyzes problems to develop effective approaches for solving them
- \_\_\_\_\_ Willing to try new ideas proposed by City Council members and/or staff
- \_\_\_\_\_ Sets a professional example by handling affairs of the public office in a fair & impartial manner

Add the values from Category #2 and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

**3. RELATIONS WITH CITY COUNCIL MEMBERS**

- \_\_\_\_\_ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- \_\_\_\_\_ Sets meeting agendas that reflect the guidance of the City Council and avoids unnecessary involvement in administrative actions
- \_\_\_\_\_ Disseminates complete and accurate information equally to all members in a timely manner
- \_\_\_\_\_ Assists by facilitating decision making without usurping authority
- \_\_\_\_\_ Responds well to requests, advice, and constructive criticism

Add the values from Category #3 and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

**4. POLICY EXECUTION**

- \_\_\_\_\_ Implements governing body actions in accordance with the intent of Council
- \_\_\_\_\_ Supports the actions of the City Council, after a decision has been reached, both inside and outside the organization
- \_\_\_\_\_ Understands, supports, and enforces local government's laws, policies, and ordinances

**Initials** \_\_\_\_\_

\_\_\_\_\_ Reviews ordinance & policy procedures periodically to suggest improvements to their effectiveness

\_\_\_\_\_ Offers workable alternatives to the City Council for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from Category #4 and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

## 5. REPORTING

\_\_\_\_\_ Provides regular information and reports to the City Council concerning matters of importance to the local government, using the City Charter as a guide

\_\_\_\_\_ Responds in a timely manner to requests from the elected body for special reports

\_\_\_\_\_ Takes the initiative to provide information, advice, and recommendations to the City Council on matters that are non-routine and non-administrative in nature

\_\_\_\_\_ Produces reports that are accurate, comprehensive, concise, and written to their intended audience

\_\_\_\_\_ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from Category #5 and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

## 6. CITIZEN RELATIONS

\_\_\_\_\_ Is responsive to requests from citizens

\_\_\_\_\_ Demonstrates a dedication to service to the community and its citizens

\_\_\_\_\_ Maintains a nonpartisan approach in dealing with the news media

\_\_\_\_\_ Meets with and listens to members of the community to discuss their concerns, and strives to understand their interests

\_\_\_\_\_ Makes an appropriate effort to maintain citizen satisfaction with services

Add the values from Category #6 and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**Initials** \_\_\_\_\_

**7. STAFFING**

\_\_\_\_\_ Recruits and retains competent personnel for staff positions

\_\_\_\_\_ Applies an appropriate level of supervision to improve any areas of substandard performance

\_\_\_\_\_ Stays accurately informed and appropriately concerned about employee relations

\_\_\_\_\_ Promotes training and development opportunities for employees at all levels of the organization

Add the values from Category #7 and enter the subtotal \_\_\_\_\_  $\div$  4 = \_\_\_\_\_ score for this category

**8. SUPERVISION**

\_\_\_\_\_ Encourages Department Heads to make decisions within their jurisdictions with minimal City Manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff

\_\_\_\_\_ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

\_\_\_\_\_ Develops and maintains a friendly and informal relationship with the staff and workforce in general, yet maintains the professional dignity of the City Manager's Office

\_\_\_\_\_ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

\_\_\_\_\_ Encourages teamwork, innovation, and effective problem solving among the staff members

Add the values from Category #8 and enter the subtotal \_\_\_\_\_  $\div$  5 = \_\_\_\_\_ score for this category

**9. FISCAL MANAGEMENT**

\_\_\_\_\_ Prepares a balanced budget to provide services at a level directed by Council

\_\_\_\_\_ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively

**Initials** \_\_\_\_\_

\_\_\_\_\_ Prepares a budget and budgetary recommendations in an intelligent and accessible format

\_\_\_\_\_ Ensures that actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

\_\_\_\_\_ Appropriately monitors and manages fiscal activities of the organization

Add the values from Category #9 and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

## **10. COMMUNITY**

\_\_\_\_\_ Shares responsibility for addressing the difficult issues facing the City

\_\_\_\_\_ Avoids unnecessary controversy

\_\_\_\_\_ Cooperates with neighboring communities and the county

\_\_\_\_\_ Helps the Council address future needs and develop adequate plans to address long-term trends

\_\_\_\_\_ Cooperates with other regional, state, and federal government agencies

Add the values from Category #10 and enter the subtotal \_\_\_\_\_  $\div 4 =$  \_\_\_\_\_ score for this category

**Continue to Narrative Evaluation on Next Page**

**Initials** \_\_\_\_\_

### **NARRATIVE EVALUATION**

What would you identify as the City Manager's strength(s), expressed in terms of the principal results achieved during the rating period?

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What performance area(s) would you identify as most critical for improvement?

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**Initials** \_\_\_\_\_

What constructive suggestions or assistance can you offer the City Manager to enhance performance?

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What other comments do you have for the City Manager (e.g., priorities, expectations, goals, or objectives for the new rating period)?

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**Initials** \_\_\_\_\_

## ATTACHMENT “A”

Proposed Evaluation Procedures for City Manager

**CHARTER**  
**CITY OF COMPTON**  
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(e) Prepare or review any and all proposed ordinance or resolution for the City, and amendments thereto;

(f) Prosecute on the behalf of the people such criminal cases for violations of this Charter, of City ordinance or of misdemeanor offenses arising upon violation of the laws of the State as in his opinion or that of the Chief of Police warrant his attention;

(g) Devote his full time during business hours to the duties of his office as may be specified in the ordinance fixing the compensation for such office; and

(h) On vacating the office surrender to his successor all books, papers, files and documents pertaining to the City's affairs.

**Section 703. Officers to be Appointed by the City Council.** The City Council shall appoint the City Manager, which position shall not be in the Classified Service, and who may be removed by motion of the City Council adopted by at least three affirmative votes.

It shall also appoint and may remove, under the Civil Service provisions of this Charter, the City Controller, which position shall be in the Classified Service.

**Section 704. Other Appointive Officers.** In addition to the officers enumerated in the preceding section, there shall be the other appointive officers enumerated in this Charter, who shall be appointed by the City Manager and who shall be the heads of their respective departments.

The City Council may provide by ordinance for the creation or abolishment of other appointive officers or departments.

**Section 705. City Manager. Appointment.** The City Manager shall be chosen on the basis of his executive and administrative qualifications. He shall be paid a salary commensurate with his responsibilities as chief administrative officer of the City. No City Councilman shall receive such appointment during the term for which he shall have been elected, nor within one year after the expiration of his term.

**Section 706. City Manager. Powers and Duties.** The City Manager shall be the chief executive officer and the head of the administrative branch of the City government. He shall be responsible to the City Council for the proper administration of all affairs of the City excepting such matters for which elective officers are made responsible by this Charter, and he shall have power and be required to:

(a) Appoint and remove, subject to the Civil Service provisions of this Charter, all department heads of the City, except elective officers and those the power of appointment of whom is vested in the City Council, and pass upon and approve all proposed appointments and removals of subordinate employees by department heads;

(b) Prepare the budget annually and submit it to the City Council and be responsible for its administration after adoption;

(c) Prepare and submit to the City Council as of the end of the fiscal year a complete report on the finances and administrative activities of the City for the preceding year;

(d) Keep the City Council advised of the financial condition and future needs of the City and make such recommendations as may seem to him desirable; and

(e) Perform such other duties as may be prescribed by this Charter or required of him by the City Council, not inconsistent with this Charter.

**Section 707. City Manager. Council Table.** The City Manager shall be accorded a seat at the City Council table and shall be entitled to participate in the deliberations of the City Council, but shall not have a vote.

**Section 708. City Controller. Powers and Duties.** The City Controller shall have power and be required to:

(a) Compile the budget expense and capital estimates for the City Manager;

(b) Supervise and be responsible for the disbursement of all monies and have control over all expenditures to insure that budget appropriations are not exceeded;

(c) Maintain a general accounting system for the City government and each of its offices, departments and agencies;

(d) Require, and supervise the keeping of, current inventories of all property, real and personal, by the respective officers in charge thereof and periodically to audit the same;

(e) Submit to the City Council through the City Manager a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the City; and, as of the end of each fiscal year, submit a complete financial statement and report; and

(f) Audit and approve before payment all bills, invoices, payrolls, demands or charges against the City Government and, with the advice of the City Attorney, determine the regularity, legality and correctness of such claims, demands or charges.

## ATTACHMENT “B”

Proposed Evaluation Procedures for City Manager

## **2-2 CITY MANAGER.**

### **2-2.1 Appointment.**

The City Manager shall be appointed by the Council wholly on the basis of his administrative and executive ability and qualifications and shall hold office for and during the pleasure of the Council. (Added by Ord. #1335, § 2-1000)

### **2-2.2 Residence.**

Residence in the City at the time of appointment of a City Manager shall not be required as a condition of the appointment, but within one hundred eighty (180) days after reporting for work, the City Manager shall become a resident of the City unless the Council approves his residence outside the City. (Added by Ord. #1335, § 2-1001)

### **2-2.3 Eligibility of Council Members.**

No member of the Council shall be eligible for appointment as City Manager until one (1) year has elapsed after such Council member shall have ceased to be a member of the Council. (Added by Ord. #1335, § 2-1002)

### **2-2.4 Bond.**

The City Manager and Acting City Manager shall furnish a corporate surety bond to be approved by the Council in such sum as may be determined by the Council. Such bond shall be conditioned upon the faithful performance of the duties imposed upon the City Manager and Acting City Manager as set forth in this section. Any premium for such bond shall be a proper charge against the City. (Added by Ord. #1335, § 2-1003)

### **2-2.5 Acting City Manager.**

The Assistant City Manager shall serve as manager pro tempore during any temporary absence or disability of the City Manager. In the event there is no Assistant City Manager, the City Manager, by filing a written notice with the City Clerk, shall designate a qualified City employee to exercise the powers and perform the duties of City Manager during his temporary absence or disability. In the event the City Manager's absence or disability extends over a two-month period, the Council may, after the two-month period, appoint an Acting City Manager. (Added by Ord. #1335, § 2-1004)

### **2-2.6 Compensation.**

The City Manager shall receive such compensation as the Council shall determine. In addition, the City Manager shall be reimbursed for all actual necessary expenses incurred by him in the performance of his official duties. (Added by Ord. #1335, § 2-1005; amended by Ord. #1597)

### **2-2.7 Powers and Duties.**

The City Manager shall be the administrative head of the government of the City under the direction and control of the Council except as otherwise provided in this section. The City Manager shall be responsible for the efficient administration of all the affairs of the City which are under his control. In addition to his general duties as administrative head, and not as a limitation thereon, it shall be his duty and he shall have the powers set forth in the following paragraphs.

a. *Law Enforcement.* It shall be the duty of the City Manager to enforce the provisions of this Code and all laws and ordinances of the City and to see that all franchises, contracts, permits, and privileges granted by the Council are faithfully observed.

b. *Authority over Employees.* It shall be the duty of the City Manager and he shall have the authority to control, order, and give directions to all heads of departments and to subordinate officers and employees of the City under his jurisdiction through their department heads.

c. *Power of Appointment and Removal.* It shall be the duty of the City Manager to appoint, remove, promote, and demote any and all officers and employees of the City, subject to all applicable personnel ordinances, rules, and regulations.

Exception: City Clerk, City Attorney, City Treasurer, and City Controller.

d. *Administrative Reorganization of Offices.* It shall be the duty and responsibility of the City Manager to conduct studies and effect such administrative reorganization of offices, positions, or units under his direction as may be indicated in the interests of efficient, effective, and economical conduct of the City's business.

e. *Ordinances.* It shall be the duty of the City Manager to recommend to the Council for adoption such measures and ordinances as he deems necessary.

f. *Attendance at Council Meetings.* It shall be the duty of the City Manager to attend all meetings of the Council, unless at his request he is excused therefrom by the Mayor individually of the Council, except when his removal is under consideration.

g. *Financial Reports.* It shall be the duty of the City Manager to keep the Council at all times fully advised as to the financial condition and needs of the City.

h. *Annual Salary Plan.* It shall be the duty of the City Manager to prepare and submit the proposed annual salary plan to the Council for its approval.

i. *Expenditure Control and Purchasing.* It shall be the duty of the City Manager to see that no expenditures shall be submitted or recommended to the Council except on approval of the City Manager or his authorized representative. The City Manager or his authorized representative shall be responsible for the purchase of all supplies for all the departments or divisions of the City.

j. *Investigations and Complaints.* It shall be the duty of the City Manager to make investigations into the affairs of the City, and any department or division thereof, and any contract or the proper performance of any obligations of the City.

k. *Public Buildings.* It shall be the duty of the City Manager and he shall exercise general supervision over all public buildings, public parks, and all other public property which is under the control and jurisdiction of the Council.

l. *Additional Duties.* It shall be the duty of the City Manager to perform such other duties and exercise such other powers as may be delegated to him from time to time by ordinance, resolution, or other official action of the Council.

(Added by Ord. #1335, §§ 2-1006-2-1006.12)

## **2-2.8 Internal Relations.**

a. *Council-Manager Relations.* The Council and its members shall deal with the administrative services of the City only through the City Manager except for the purpose of inquiry; and neither the Council nor any member thereof shall give orders or instructions to any subordinates of the City Manager. The City Manager shall take his orders and instructions from the Council only when sitting in a duly convened meeting of the Council, and no individual Councilman shall give any orders or instructions to the City Manager.

b. *Department Cooperation.* It shall be the duty of all subordinate officers and the City Clerk, the City Treasurer, the City Attorney, and the City Controller to assist the City Manager in administering the affairs of the City efficiently, economically and harmoniously.

c. *Attendance at Commission Meetings.* The City Manager may attend any and all meetings of the Planning Commission, Recreation and Park Commission, and any other commissions, boards or committees created by the Council upon his own volition or upon direction of the Council. At such meetings which the City Manager attends, he shall be heard by such commissions, boards or

committees as to all matters upon which he wishes to address the members thereof, and he shall inform such members as to the status of any matter being considered by the Council; and he shall cooperate to the fullest extent with the members of all commissions, boards, or committees appointed by the Council.

(Added by Ord. #1335, §§ 2-1007-2-1007.3)

#### **2-2.9 Limitation on Removal.**

Notwithstanding the provisions of Section 703 of the Charter of the City of Compton, the City Manager shall not be removed from office, other than for misconduct in office during or within a period of ninety (90) days next succeeding any general municipal election held in the City at which election a member of the Council is elected or when a new Councilman is appointed. The purpose of this provision is to allow any newly elected or appointed member of the Council, or a reorganized Council, to observe the actions and ability of the City Manager in the performance of the powers and duties of his office. After the expiration of the ninety (90) days, the provisions of the above-cited Charter Section shall apply. (Added by Ord. #1335, § 2-1008; renumbered and amended by Ord. #1597, § 3)

#### **2-2.10 Agreements on Employment.**

The provisions of this section shall not be construed as limitations on the power of or authority of the Council to enter into any supplemental agreement with the City Manager delineating additional terms and conditions of employment not inconsistent with any provisions of this section. (Added by Ord. #1335, § 2-1009)

# **CITY OF COMPTON**

## **EVALUATION PROCEDURES FOR CITY CONTROLLER**

### **(Proposed Policy)**

#### **I. STATEMENT OF CITY COUNCIL’S RESPONSIBILITIES:**

Evaluating the performance of the City Controller is a significant responsibility of the City Council as the City Controller provides independent, objective and reliable information regarding the City’s ability to meet its financial goals and objectives. The City Council will be responsible for rating the City Controller’s performance on specific evaluation criteria.

#### **II. PURPOSE OF EVALUATION:**

The purpose of the performance evaluation is to increase communication between the City Council and City Controller concerning the performance of the respective position in the accomplishment of specific work-related goals and objectives.

#### **III. FORMS AND REPORTS:**

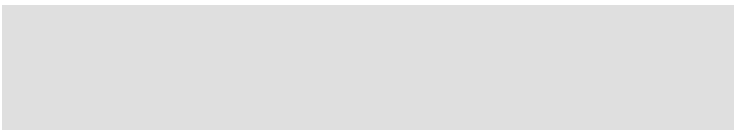
##### **A. Evaluation Form:**

Attached to this policy is the Performance Evaluation Form for the City Controller position, which is to be completed by each individual member of City Council. The evaluation form encompasses the following areas:

- Individual Characteristics
- Professional Skills and Status
- Relations with City Council
- Controller Functions
- Reporting
- Fiscal Management
- Staffing & Supervision

##### **B. Narrative Evaluation:**

The Performance Evaluation Form shall also include a section entitled, “Narrative Evaluation,” which provides the City Council an opportunity to enter responses to specific questions and include any comments they believe are appropriate and pertinent to the evaluation period.



C. Self-Evaluation Report:

The City Controller will be invited to complete a Self-Evaluation Report, using his or her respective Performance Evaluation Form as a guide. He or she may write comments rather than use the rating system if he or she chooses. This Self-Evaluation Form shall be turned in at the same time as the Performance Evaluation Forms that are completed by the City Council.

D. Closed Session Report:

The City Attorney will compile the data from the evaluation forms and will prepare a Closed Session Report (without including names of Councilmembers) summarizing the score sheet results and all narrative comments. This Closed Session Report will be distributed to the City Controller and the City Council at least one week prior to the scheduled Annual Performance Evaluation.

**IV. PERFORMANCE EVALUATION GUIDELINES & PROCEDURE:**

Evaluations are an ongoing process. To be most beneficial, an evaluation of the City Controller will occur as follows:

A. Mid-Year Performance Evaluation:

1. The City Council shall conduct an initial, informal mid-year evaluation of the City Controller's performance six (6) months from his or her initial hire date in closed session.
2. The City Council shall openly discuss the performance of the City Controller using the primary areas listed in the Annual Performance Evaluation as a guide.
3. There shall be no written documentation of the evaluation, as this is an informal opportunity to communicate concerns and expectations as they relate to the primary areas listed in the Annual Performance Evaluation.

B. Annual Performance Evaluation:

1. The City Council shall conduct an annual performance evaluation in closed session during the first City Council meeting of the month of the City Controller's anniversary date of hire with the City.
2. Evaluation forms will be distributed to all Council members during the first meeting in the month prior to the City Controller's anniversary date

of hire with the City (example: if a City Controller's annual anniversary date is in March, evaluation forms will be distributed during the first City Council meeting in February).

3. Individual Council Members shall submit the completed performance evaluation forms to the City Attorney no later than fourteen (14) days after distribution.
4. The Self-Evaluation Form (if completed) may not be given to any City Council members until all City Council members have completed their individual evaluation form for the City Controller.
5. The Self-Evaluation Form (if completed) shall be made available to the City Council members at least one week prior to the scheduled Annual Evaluation.
6. The Closed Session Report prepared by the City Attorney, summarizing the score sheet results and narrative comments shall be made available to the City Controller and the City Council at least one week prior to the scheduled Annual Evaluation.
7. Each of the primary areas listed in the Performance Evaluation Form should be individually addressed and discussed as a body. Each primary area is to be used as a basis for Council discussion of the City Controller's performance for the respective time period.
8. The Annual Performance Evaluation will conclude with any personnel decisions and/or final comments on areas of growth and change.
9. The end of each Annual Performance Evaluation will mark the beginning of the next evaluation cycle.
10. See timeline graph on next page.

C. Special Performance Evaluation:

The City Council may schedule a closed session performance evaluation at any time to provide feedback and/or address any areas needing improvement.

Timeline:



## V. ACCESS TO EVALUATION DOCUMENTS

Pursuant to Government Code Section 54957, the matters involving the performance evaluation of an employee shall be conducted in closed session. The purpose of this personnel exception is to avoid undue publicity or embarrassment for public employees and to allow full and candid discussion of such employees by the body in question. 61 Ops.Cal.Atty.Gen. 283, 291 (1978).

All Evaluation Forms and Reports related to the performance evaluation of the City Controller are to be kept confidential in the City Attorney's Office and will be used only to prepare the Closed Session Report.

## ATTACHMENT “A”

### Proposed Evaluation Procedures for City Controller

**CHARTER**  
**CITY OF COMPTON**  
**CALIFORNIA**



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**APPROVED AS OF JUNE 5, 2012**

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(b) Prepare the budget annually and submit it to the City Council and be responsible for its administration after adoption;

(c) Prepare and submit to the City Council as of the end of the fiscal year a complete report on the finances and administrative activities of the City for the preceding year;

(d) Keep the City Council advised of the financial condition and future needs of the City and make such recommendations as may seem to him desirable; and

(e) Perform such other duties as may be prescribed by this Charter or required of him by the City Council, not inconsistent with this Charter.

**Section 707. City Manager. Council Table.** The City Manager shall be accorded a seat at the City Council table and shall be entitled to participate in the deliberations of the City Council, but shall not have a vote.

**Section 708. City Controller. Powers and Duties.** The City Controller shall have power and be required to:

(a) Compile the budget expense and capital estimates for the City Manager;

(b) Supervise and be responsible for the disbursement of all monies and have control over all expenditures to insure that budget appropriations are not exceeded;

(c) Maintain a general accounting system for the City government and each of its offices, departments and agencies;

(d) Require, and supervise the keeping of, current inventories of all property, real and personal, by the respective officers in charge thereof and periodically to audit the same;

(e) Submit to the City Council through the City Manager a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the City; and, as of the end of each fiscal year, submit a complete financial statement and report; and

(f) Audit and approve before payment all bills, invoices, payrolls, demands or charges against the City Government and, with the advice of the City Attorney, determine the regularity, legality and correctness of such claims, demands or charges.

## ATTACHMENT “B”

Proposed Evaluation Procedures for City Controller



## City of Compton

### CITY CONTROLLER

|                                                                   |                                        |        |
|-------------------------------------------------------------------|----------------------------------------|--------|
| <b>Department:</b> City Controller                                | <b>Class Code:</b>                     | 1046   |
| <b>Revised Date:</b> September 2008                               | <b>FLSA Status:</b>                    | Exempt |
| <b>Personnel Board Approved:</b> 06/18/09                         | <b>Bargaining Unit:</b><br>AFSCME 2325 |        |
| <b>Council Approved:</b> 07/20/10<br><i>Resolution No. 23,161</i> |                                        |        |

**GENERAL PURPOSE:** Under administrative direction, plans, organizes, directs and administers the activities and operations of the City Controller's Office and manages the City's fiscal operations relating to accounting, auditing, payroll, revenues, expenditures, internal controls and financial reporting; coordinates assigned activities with other City departments and outside agencies, and provides highly responsible and complex administrative assistance to the City Manager; and performs other related duties.

**SUPERVISION RECEIVED/EXERCISED:** An incumbent of this class is a department head under the administrative direction of the City Council, with responsibility for policy development, program planning, fiscal management, administration, and operational direction of the City Controller's Office. The incumbent is responsible for accomplishing department objectives and goals within guidelines established by the City Manager and City Council, and exercises supervision over subordinate managerial, supervisory, professional, technical and support personnel.

### PRIMARY DUTIES AND RESPONSIBILITIES:

*The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.*

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Assumes full management responsibility for all City Controller's Office personnel and activities including accounting, auditing, payroll, revenues, accounts payable, internal controls and financial reporting according to generally accepted accounting principles.
- Manages the development and implementation of the City Controller's Office goals, objectives, policies and priorities for each assigned service area; established within City policy, appropriate service and staffing levels; allocate resources accordingly.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and directs the implementation of changes.
- Represents the Department to other City departments, elected officials and outside agencies; explains and interprets departmental programs, policies and activities; investigates and resolves sensitive, significant, and controversial issues.
- Provides feedback to other departments regarding their budget status related to revenue collection and expenditures.
- Manages and participates in the development and administration of the Department budget; identifies funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; directs the preparation of budgetary adjustments as necessary.

**PRIMARY DUTIES AND RESPONSIBILITIES (Continued):**

- Provides staff assistance to the City Manager and City Council; prepares and presents monthly financial status, other staff reports and necessary correspondence; prepares and presents oral and written reports to the City Council, City Manager and other groups.
- Assists with development of the City budget by forecasting revenues and reviewing departmental budget requests.
- Provides guidance and direction to senior management and other departments in a variety of financial matters.
- Coordinates department activities with those other departments, outside agencies and organizations; provides technical assistance as necessary.
- Conducts financial and operational analyses to ensure the City's resources are effectively and efficiently utilized; assists in maintaining the long-term financial integrity of the City.
- Provides leadership and works with supervisors to develop and retain highly competent staff through selection, compensation, training and management practices that support the City's mission and values.
- Prepares, reviews and approves the formal performance evaluation of department staff, and coaches staff for improvement and development; initiates disciplinary action up to and including dismissal as required to correct behavior.
- Attends various civic events as City representative; participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of financial management.
- Performs related duties and responsibilities as assigned.

**MINIMUM QUALIFICATIONS:**

**Education and Experience:**

Possession of a Bachelor's degree from an accredited college or university with major course work in Finance, Accounting, Business Administration or a related field; AND ten (10) years of responsible financial management experience in a large public sector organization; OR an equivalent combination of education and experience. Master's degree in a related field is preferred.

**Required Licenses or Certifications:**

- Must possess a valid California Class C Driver's License.
- Registration as a Certified Public Account is preferred.

**Required Knowledge of:**

- Public administration, organization and systems theory, practices of governmental accounting, budgeting concepts and practices, and Generally Accepted Accounting Principles (G.A.A.P.).
- Theory, principles and practices of auditing City/government organizations, including the methods and procedures used to examine, verify and analyze operational records, statements, and reports.
- Accounting policies, procedures, and standards.
- Principles and practices of budget preparation and administration.
- Human resources operations, programs, and regulations.
- Pertinent Local, State and Federal laws, rules and regulations.
- Organizational and management practices applicable to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of organization, administration and personnel management.
- Principles of supervision, training and performance evaluation.

## **City of Compton City Controller**

### **Required Skill in:**

- Establishing and maintaining effective working relationships with staff, City departments, elected officials, outside agencies, community groups, local businesses, and the general public.
- Developing and administering budgets and monitoring expenditures.
- Ensuring the necessary balance between revenue/expenditure and the City's financial integrity.
- Conducting financial and operational analyses in relation to resource utilization.
- Supervising, leading, and delegating tasks and authority.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

### **Physical Demands / Work Environment:**

- Work is primarily performed indoors in a standard office environment.
- Work requires frequent light lifting, sorting, filing, typing and on occasion climbing (up to 4 feet).
- Moderate finger dexterity and near vision is required.
- May be exposed to minor amounts of dust and occasional sounds of office equipment running.

# City Controller Annual Performance Evaluation<sup>1</sup>

## CITY OF COMPTON

Evaluation period: \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
City Council Member Name

Each member of the City Council should complete this evaluation form, sign it in the space below, and return it to the City Attorney. The deadline for submitting this performance evaluation is \_\_\_\_\_.

Performance Evaluations will be properly noticed and included on the agenda for discussion in a closed session meeting scheduled for \_\_\_\_\_.

\_\_\_\_\_  
City Attorney's Signature

\_\_\_\_\_  
Distribution Date

\_\_\_\_\_  
Council Member's Signature

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
<sup>1</sup> Adapted from Sample Performance Evaluation Form, ICMA Manager Evaluations Handbook

## CITY CONTROLLER POSITION SUMMARY

The Compton City Charter outlines the powers and duties of the Compton City Controller in Section 708 of the City Charter (attached as **Attachment “A”**). The City Controller Position is in the Classified Service for the City but is a Department Head under the administrative direction of the City Council. The job specification for the City Controller position was approved by City Council on July 20, 2010 (Resolution No. 23,161). Please see the City Controller job specification attached as **Attachment “B”** for more information on the purpose, duties and responsibilities of the position.

## INSTRUCTIONS

This evaluation form contains seven categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the City Controller’s performance.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of “3 = Average”

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe are appropriate and pertinent to the rating period.

1. Please write legibly.
2. Leave all pages of this evaluation form attached.
3. Initial each page.
4. Sign and date the cover page.
5. On the date space of the cover page, enter the date the evaluation form was submitted.

All evaluations presented prior to the deadline identified on the cover page will be summarized into a Closed Session Report (without including any names of individual City Council members). This Closed Session Report, prepared by the City Attorney, summarizing the score sheet results and narrative comments shall be made available to the City Controller and the City Council at least one week prior to the scheduled Annual Performance Evaluation.

**Initials** \_\_\_\_\_

**PERFORMANCE CATEGORY SCORING****1. INDIVIDUAL CHARACTERISTICS**

\_\_\_\_\_ Diligent and thorough in the discharge of duties (“self-starter”)

\_\_\_\_\_ Exercises good judgment

\_\_\_\_\_ Displays enthusiasm, cooperation, and willingness to adapt

\_\_\_\_\_ Exhibits composure and attitude appropriate for position

Add the values from Category #1 and enter the subtotal \_\_\_\_\_  $\div 4 =$  \_\_\_\_\_ score for this category

**2. PROFESSIONAL SKILLS AND STATUS**

\_\_\_\_\_ Maintains knowledge of current developments affecting the practice of local government management

\_\_\_\_\_ Demonstrates a capacity for innovation and creativity

\_\_\_\_\_ Anticipates and analyzes problems to develop effective approaches for solving them

\_\_\_\_\_ Willing to try new ideas proposed by City Council members and/or staff

\_\_\_\_\_ Sets a professional example by handling affairs of the public office in a fair & impartial manner

Add the values from Category #2 and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

**3. RELATIONS WITH CITY COUNCIL MEMBERS**

\_\_\_\_\_ Carries out directives of the body as a whole as opposed to those of any one member or minority group

\_\_\_\_\_ Sets meeting agendas related to Audit and Finance that reflect the guidance of the City Council and avoids unnecessary involvement in administrative actions

\_\_\_\_\_ Disseminates complete and accurate information equally to all members in a timely manner

**Initials** \_\_\_\_\_

\_\_\_\_\_ Responds well to requests, advice, and constructive criticism

\_\_\_\_\_ Provides informative reports to City Council including useful recommendations for compliance.

Add the values from Category #3 and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

#### **4. CONTROLLER FUNCTIONS**

\_\_\_\_\_ Supports the actions of City Council after a decision has been reached, both inside and outside the organization

\_\_\_\_\_ Helps the Council address future needs and develop adequate plans to address long term trends

\_\_\_\_\_ Plans and directs the financial and fiscal compliance, program, operational and computer audits of City programs

\_\_\_\_\_ Has considerable expertise in auditing for fiscal compliance with procedures, program results, operational efficiency and electronic data processing system development and security

\_\_\_\_\_ Develops proactive work plans but demonstrates flexibility to handle special projects

Add the values from Category #4 and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

#### **5. REPORTING**

\_\_\_\_\_ Provides regular information and reports to the City Council concerning matters of importance to the local government, using the City Charter as a guide

\_\_\_\_\_ Responds in a timely manner to requests from the City Council for special reports

\_\_\_\_\_ Takes the initiative to provide information, advice and recommendations to the City Council on matters that are non-routine and non-administrative in nature

\_\_\_\_\_ Produces reports that are accurate, comprehensive, concise and written to their intended audience

\_\_\_\_\_ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

**Initials** \_\_\_\_\_

Add the values from Category #5 and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

## 6. FISCAL MANAGEMENT

\_\_\_\_\_ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively

\_\_\_\_\_ Prepares a budget and budgetary recommendations for the City Controller's Office in an intelligent and accessible format

\_\_\_\_\_ Ensures that actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

\_\_\_\_\_ Appropriately monitors and manages fiscal activities of the department

Add the values from Category #6 and enter the subtotal \_\_\_\_\_  $\div 5 =$  \_\_\_\_\_ score for this category

## 7. STAFFING & SUPERVISION

\_\_\_\_\_ Manages Staff effectively

\_\_\_\_\_ Encourages teamwork, innovation and effective problem solving among staff members

\_\_\_\_\_ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the staff level

\_\_\_\_\_ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress and providing appropriate feedback

\_\_\_\_\_ Promotes training and development opportunities for employees at all levels of the department

Add the values from Category #7 and enter the subtotal \_\_\_\_\_  $\div 4 =$  \_\_\_\_\_ score for this category

**Continue to Narrative Evaluation on Next Page**

**Initials** \_\_\_\_\_

## NARRATIVE EVALUATION

What would you identify as the City Controller's strength(s), expressed in terms of the principal results achieved during the rating period?

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

What performance area(s) would you identify as most critical for improvement?

[illegible]

Initials \_\_\_\_\_

What constructive suggestions or assistance can you offer the City Controller to enhance performance?

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What other comments do you have for the City Controller (e.g., priorities, expectations, goals, or objectives for the new rating period)?

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**Initials** \_\_\_\_\_

**September 24, 2019**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: CITY ATTORNEY**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COMPTON AUTHORIZING THE CITY MANAGER TO  
ENTER INTO LEGAL SERVICES RETAINER  
AGREEMENTS FOR FISCAL YEARS 2019-2020 AND 2020-  
2021**

### **SUMMARY**

The City Council will consider adopting a Resolution authorizing the City Manager to enter into legal services retainer agreements for fiscal years 2019-2020 and 2020-2021 on an as needed basis to assist the City Attorney's Office.

### **BACKGROUND**

The Compton City Charter, Section 702, authorizes the City Council to contract with outside attorneys to assist the City Attorney with professional legal services including ongoing legal advice and in the handling of various complex legal matters of the City. Historically, the City of Compton has retained the services of various outside law firms to assist the Office of the City Attorney with specific complex matters and in specialized areas of the law.

### **STATEMENT OF THE ISSUE**

The City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an as-needed basis with specialized projects such as City Attorney's Office conflict of interest matters, municipal labor and employment practices, labor negotiations, investigations, administrative and municipal hearings, litigation, housing development transactions and municipal advice letters.

The attached resolution, if adopted, would authorize the as-needed services of the following law firms: Harrington, Foxx, Dubrow & Canter, LLP; The Westmoreland Law Firm, P.C.; Atkinson, Andelson, Loya, Ruud & Romo, P.C.; and Angela J. Reddock, A Professional Law Corporation, dba Reddock Law Group.

Staff acknowledges that the aforementioned law firms have the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice.

**FINANCIAL IMPACT**

Funding for expenditures made for these services will be utilized on an as-needed basis. The total for all four law firms will not exceed an annual amount of \$170,000 in each of the FY 2019-2020 and FY 2020-2021. One hundred seventy thousand dollars (\$170,000) is available in Account No. 1001-420-000-4261 for FY 2019-2020 and will be allocated in the FY 2020-2021 budget

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached Resolution.

**DAMON M. BROWN  
CITY ATTORNEY**

**APPROVED FOR FORWARDING:**

**CRAIG J. CORNWELL  
CITY MANAGER**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2019-2020 AND 2020-2021**

**WHEREAS**, Section 702 of the Compton City Charter authorizes the City Council to contract with outside attorneys to assist the City Attorney with professional legal services including ongoing legal advice and in the handling of various complex legal matters of the City; and

**WHEREAS**, historically, the City of Compton has retained the services of various law firms to assist the Office of the City Attorney with specific cases and in specialized areas of the law; and

**WHEREAS**, the City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an as-needed basis with specialized projects such as City Attorney's Office conflict of interest matters, municipal labor and employment practices, labor negotiations, investigations, administrative and municipal hearings, litigation, housing development transactions and municipal advice letters; and

**WHEREAS**, the Office of the City Attorney acknowledges that the following law firms possess the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice: Harrington, Foxx, Dubrow & Canter, LLP; The Westmoreland Law Firm, P.C.; Atkinson, Andelson, Loya, Ruud & Romo, P.C.; and Angela J. Reddock, A Professional Law Corporation, dba Reddock Law Group.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES AS FOLLOWS:**

**Section 1.** That the City Manager is authorized to enter into legal retainer agreements, upon the advice of the City Attorney, with the following law firms for the 2019/2020 and 2020/2021 Fiscal Year Budgets to assist the City Attorney's Office as needed: Harrington, Foxx, Dubrow & Canter, LLP; The Westmoreland Law Firm, P.C.; Atkinson, Andelson, Loya, Ruud & Romo, P.C.; and Angela J. Reddock, A Professional Law Corporation, dba Reddock Law Group.

**Section 2.** That the above referenced legal retainer agreements shall be paid from account numbers 1001-420-000-4261 in amount not exceed \$170,000.00.

**Section 3.** That the hourly rates shall not exceed \$375.00 an hour.

**Section 4.** That a duly certified copy of this Resolution shall be delivered to the Offices of City Manager, City Attorney, City Controller and City Clerk.

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
**MAYOR OF THE CITY OF COMPTON**

ATTEST:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES   )  
CITY OF COMPTON            )

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

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

AYES:           COUNCIL MEMBERS-  
NOYES:          COUNCIL MEMBERS-  
ABSTAIN:       COUNCIL MEMBERS-  
ABSENT:        COUNCIL MEMBERS-

\_\_\_\_\_  
CITY CLERK OF THE CITY OF COMPTON

## **ATTORNEY REPRESENTATION AGREEMENT**

### **I. PARTIES**

This Attorney Representation Agreement ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as "Attorney" or the "Law Firm" and City of Compton, hereinafter referred to as "Client."

### **II. PURPOSE**

Client desires to retain and engage Law Firm to provide legal services and consultation relating to labor relations and other general employment law matters as requested by the Client. Law Firm accepts this engagement on the terms and conditions contained in this Agreement. The Law Firm and Client agree that the Law Firm will not consult on any matters that may result in an action before the City of Compton Personnel Board. The Law Firm and Client may agree to revise this term through a written addendum to this Agreement.

### **III. TERMS AND CONDITIONS**

#### **A. Fees for Services**

##### **1. Hourly Rate Services**

Client agrees to pay the Law Firm at the following standard hourly rates:

Partners/Of Counsel (depending on years of experience): \$300 to \$375

Associates (depending on years of professional experience): \$ 250 - \$285

Paralegals (depending on years of professional experience): \$165 - \$195

It is contemplated that the Firm will, and the Firm reserves the right to, increase its hourly rates each year effective each January 1 after the execution of this Agreement, unless the Agreement is canceled or this provision is modified in writing.

##### **2. Costs and Expenses**

In addition to the fees described above, Client agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to Client. This administrative fee is in lieu of the Law Firm charging Client for telephone charges (\$.07 per minute), incoming and outgoing faxes (\$2.00 per page), photocopies (\$.20 per page), mailing fees, messenger services, computer database (e.g. Westlaw) searches (billed at vendor's standard retail rate), word processing (\$40.00 per hour), and travel expenses including mileage at IRS rate, parking, meals, and lodging (excluding airfare).

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of Client are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to Client on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from Client by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of Client in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. Hourly rate services shall be charged to Client at a minimum increment of one-tenth hour, including reasonable travel time billed portal-to-portal. When time spent by Attorney on a particular service exceeds one-tenth hour, the charge will be rounded up to the next one-tenth hour increment.

3. Law Firm may charge the full hourly rate to more than one client for the same time period. Examples include, but are not limited to: (a) Law Firm charges Client for telephone advice rendered while Attorney is traveling in connection with a matter for another client, (b) Law Firm charges Client for written e-mail advice provided while Attorney is performing labor negotiation services for another client, rendered during a break in those negotiations, etc.

4. Client agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement.

C. Termination of Representation

Client has the right, at any time, and either with or without good cause, to discharge the Law Firm as its attorneys. In the event of such a discharge of the Law Firm by Client, however, any and all unpaid attorneys' fees and costs owing to the Firm by Client shall be immediately due and payable.

The Law Firm reserves the right to discontinue the performance of legal services on behalf of Client on a particular matter upon the occurrence of anyone or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;
3. Upon a failure of Client to perform any of Client's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill; or,
4. Upon failure to cooperate with Law Firm as described in paragraph E.

In the event that the Law Firm ceases to perform legal services for Client, Client agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced. Further, the Client agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, Client will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

#### D. Possible Third Party Conflicts

The Firm has a number of attorneys. The Firm may currently or in the future represent one or more other clients in matters involving Client. The Firm undertakes this engagement on the condition that the Firm may represent another client in a matter in which the Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Firm's representation of Client and in the course of representing Client attorneys of the Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Client's consent to this arrangement is required because of its possible adverse effects on performance of the Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Firm from representing such other client in any Permitted Adverse Representation.

#### E. Client Cooperation

Client understands and agrees that, in order for the Law Firm to represent Client effectively, it is necessary for Client to assist and cooperate with the Law Firm during this engagement. Client agrees to (1) make its employees and officials available to discuss issues as they arise; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to us on a timely basis.

Noncooperation will be grounds for the Law Firm's withdrawal from representing Client on a particular matter. It is essential that Client and the Law Firm maintain open communications.

F. Arbitration: Waiver of Jury Trial

The parties agree that all disputes which arise between the Client and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. Each side shall bear their own costs and attorneys' fees. The parties agree to waive their right to a jury trial and to an appeal.

G. Protection of Client Confidences - High Tech Communication Devices

The Law Firm is aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that Client and the Law Firm agree from the outset what kinds of communications technology the Law Firm should employ in the course of representing Client. For example, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, Client should only provide the Law Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to Client for receiving confidential communications from the Law Firm. Client agrees that the Law Firm may use any of the cellular numbers, facsimile numbers and email addresses other than those which you specify in writing that the Law Firm should not use.

H. Document Retention and Destruction

After a file on a matter is closed, Client has a right to request the Law Firm to return the file to Client. Absent such a request, the Law Firm shall retain the file on Client's behalf for a period of five (5) years. Following this period of time, the Law Firm will destroy such files.

I. Miscellaneous

1. Law Firm and Client agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of Client.
2. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

J. Entire Agreement

This Agreement represents the entire agreement between Client and the Law Firm unless a particular matter is covered by a separate written agreement. By execution of this Agreement

Client certifies that it has carefully reviewed and understands the contents of this Agreement and agrees to be bound by all of its terms and conditions. Furthermore, Client acknowledges that the Law Firm has made no representations or guarantees regarding the outcome, or the time necessary to complete or resolve a particular matter. No change or waiver of any of the provisions of this Agreement will be binding on either Client or the Law Firm unless the change is in writing and signed by both Client and the Law Firm.

#### IV. DURATION

This Agreement shall commence on September \_\_, 2019. The attorney-client relationship between the Firm and Client will cease at the conclusion of the matter(s) specified above. If the Firm is not asked by Client to provide advice for a period of one (1) year from the last date the Firm provided such advice, both Client and the Firm agree that the attorney-client relationship terminated on the last date the Firm provided advice without further action or notice by either party.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jabari A. Willis, Esq.

“Client”

CITY OF COMPTON

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Damon M. Brown, Esq.  
City Attorney

LAW OFFICES  
**HARRINGTON, FOXX, DUBROW & CANTER, LLP**

DAVID H. CANTER  
MARTIN C. KRISTAL  
EDWARD R. LEONARD  
MARK W. FLORY  
HENRY A. WIRTA, JR.  
JOHN C. DEWELL  
KEVIN J. GRAY  
EDWARD W. LUKAS, JR.  
MICHAEL E. JENKINS  
DANIEL E. KENNEY  
JAMES K. LO  
ZAKIYA N. GLASS

JULIA GOWER  
MARK W. NORMAN  
DEREK A. EARLEY  
JULIE FRITSCH-EARLEY  
NIKHIL P. POLE  
JIN O. IM  
KARINA M. LOBETO  
JIE LIEN  
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TELEPHONE: (619) 233-5553  
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August 29, 2019

**VIA EMAIL & U.S. MAIL**

Damon Brown  
City Attorney  
City of Compton | Office of the City Attorney  
205 W. Willowbrook Avenue  
Compton, CA 90220

www.hfdclaw.com

LOWELL L. DRYDEN  
(1909-1967)

R. S. HARRINGTON  
(1913-1983)

RICHARD A. FOXX  
(1918-2005)

OUR FILE NO.:

**COMP.001**

Re: HARRINGTON, FOXX, DUBROW & CANTER  
Engagement for Legal Services for The City of Compton | Office of the City Attorney

Dear Mr. Brown:

Thank you for contacting me to perform investigative services for the City of Compton | Office of the City Attorney. I am pleased to welcome the City of Compton as a client.

This letter describes the terms of our relationship as lawyer and client. Harrington, Foxx, Dubrow & Canter ("we" or "us") will render investigative and legal services to The City of Compton | Office of the City Attorney ("you") as requested. We will (1) make factual findings, utilizing our legal skills, knowledge, and experience in so doing, and (2) advise whether any laws, statutes, regulations or city policies are implicated as a result of the factual findings. Unless otherwise directed, we will provide a written report to you.

**I. SCOPE OF LEGAL WORK**

The scope of this representation is limited. We will not act as an advocate, provide advice to you with respect to what legal or employment actions, if any, should be taken as a result of the findings or represent you in any legal action or proceeding. It is expressly agreed that you will look to other counsel as you may choose, for such services as well as for advice recommendations on legal action or personnel action. This includes, without limitation, the admonitions, if any, to be given to employees who are interviewed concerning confidentiality, the appropriate scope of investigation, the consequences of employee failure to cooperate in the investigation, the accessing of electronic and other data, document retention, litigation holds, appropriate interim employment measures pending investigation, compliance with the federal

Damon Brown  
August 29, 2019  
Page 2

Fair Credit Reporting Act (FCRA), including, without limitation, FCRA sections 603(d)(2)(D) and 603(y)(1) [15 U.S.C. §§1681a(d)(2)(D) and 1681a(y)], and compliance with the California Investigative Consumer Reporting Agencies Act (ICRAA), California Civil Code §1786 et seq. With respect to these statutes, you state that you have made and will make any required disclosures to employee(s) and that the investigation may be for employment-related purposes. (If this should change, you agree to notify us.) You also agree you will look to other counsel as you may choose, for advice with respect to issues of attorney-client privilege, scope of privilege, waiver, and work product in connection with our services. The City of Compton | Office the City Attorney and Harrington, Foxx, Dubrow & Canter intend that the investigative and legal services be covered by the attorney-client privilege to the extent legally permitted, although we understand that you may choose to waive the privilege in the future. You specifically give informed consent to a limited scope engagement and understand that you may seek independent legal advice concerning the proposed limited scope engagement if you wish.

It is understood there is no guarantee or assurance that any particular result will be reached by this impartial investigation. We do not guarantee, despite our good faith efforts, that any purported facts, conclusions or opinions reported to you will be accurate or complete.

## II. RATES

You agree to pay our fees for legal services which are primarily determined by multiplying the number of hours we spend working on your matters by the hourly rates than in the effect for the lawyer and/or legal assistant providing such services. Currently these hourly rates are **\$375.00** per hour. Such hourly rates are reviewed annually and any changes normally will become effective on January 1 subject to our notification and your approval of same. I will be primarily responsible for conducting the investigation. However, it may be necessary or desirable from time to time to utilize other attorneys and personnel employed by or associated with us to perform the services you require. When the services of others are required it is our policy to make assignments to the available personnel who may most efficiently perform such services at the least expense to you.

In addition to fees for services as indicated above, you agree to pay all expenses incurred on your behalf and for certain in-house administrative services. Expenses such as court filing fees, filing and recording fees of other governmental agencies, fees and expenses of accountants or other experts retained on your behalf and charges for transcripts, depositions, long distance telephone, parking and travel expenses generally will be billed at the actual cost incurred by us. Expenses such as documentation reproduction, on-line computerized research, telecopies and fax transmissions, mileage, word processing, staff overtime required to meet your imposed deadlines and messenger services will be charged at our standard rate in effect at the time the expense is incurred.

Damon Brown  
August 29, 2019  
Page 3

### III. BILLING PRACTICES

We will submit bills to you on a bi-monthly basis following services being rendered to you in order that you may have a ready means of monitoring and controlling the expenses you are incurring. Our bills itemize the services performed by date, time required and the lawyer or legal assistant performing the services. Payment is due within thirty (30) days of your receipt of the bill. If in the course of representation we anticipate a significant increase in the level of our activity on your behalf, we may bill you on a basis more frequently than bi-monthly. If you believe that the expenses are mounting to rapidly, please contact us immediately so that we can discuss and evaluate your options. When we do not hear from you we assume you approve of the overall level of activity on our part on your behalf.

### IV. ESTIMATES

You may from time to time receive an estimate of the fees and expenses likely to be incurred by you in connection with the legal services we are providing. An estimate is not a fixed fee and does not constitute a commitment by us to perform legal services for that amount or an obligation by you to pay that amount. The fees and expenses required ultimately are a function of many conditions over which we have little or no control and may be more or less than estimated. You will be responsible for the actual fees and expenses on the basis described in this agreement. Further your obligation to pay such fees and expenses is not contingent upon successful completion of any project.

### V. INTEREST ON UNPAID BILLS AND TERMINATION OF THIS AGREEMENT

In the event any bi-monthly statement rendered by us to you is not paid within thirty (30) days of the date it is sent then interest at the rate of ten percent (10%) per annum shall accrue on the amount then due until it is paid and we shall be relieved of the responsibility of performing further work on your behalf as permitted by the applicable law regulating our conduct as attorneys. Of course you may terminate this agreement for any reason at any time by written instruction in which event you will remain responsible for payment of all fees and expenses incurred on account of the representation.

### VI. FEE DISPUTE

In the event that litigation arises between us relating to the amount or payment of our fees the prevailing party will be entitled to recover from the losing party, the reasonable value of its attorney's fees and costs. Please be advised that you have the right to request arbitration of any

Damon Brown  
August 29, 2019  
Page 4

fee dispute as provided in Section 6200-6206 of the California Business and Professions Code and the rules published by the Los Angeles County Bar Association Dispute, Resolution Services (213) 627-2727.

VII. INSURANCE COVERAGE

The California Business and Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that we do maintain such insurance coverage.

VIII. EFFECTIVE DATE OF AGREEMENT

This agreement will not take effect and we will have no obligation to provide legal services to you until you return a signed copy of this agreement together with the required retainer, but the effective date of this agreement will be retroactive to the date we first provided legal services to you. Even if this agreement is not executed and returned by you, you will be obligated to pay the reasonable value of any services we may have performed for you at your direction.

IX. CONFIDENTIALITY OF MATERIALS

When the investigation has concluded, we will keep our file confidential in accordance with applicable rules of professional conduct. At your request at the termination of the matter, we will provide the you with our file relating to the representation, including any documents or other property that you provided to us in connection with the investigation. Such file will not include our administrative records, time and expense reports, personnel and staffing materials, or credit and accounting records. We may make and retain a copy of the file provided to the you. If you do not request delivery of the file, we will retain the file in accordance with our records management policy and procedures, and documents may be destroyed after our applicable records retention periods have expired.

X. SEVERABILITY

If any provision of this letter is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect.

I would appreciate your confirming your agreement to the terms of this engagement letter by signing and returning the enclosed copy of this letter at your earliest opportunity.

Damon Brown  
August 29, 2019  
Page 5

We appreciate the opportunity to be of service to you and look forward to a long relationship with you.

Very truly yours,

ZAKIYA N. GLASS

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_,  
2019.

By: \_\_\_\_\_  
Damon Brown, City Attorney  
City of Compton | Office of the City Attorney

ZNG:mms



September 4, 2019

**CONFIDENTIAL**

**VIA E-MAIL DELIVERY**

Office of the City Attorney  
ATTN: DAMON M. BROWN, ESQ.  
205 South Willowbrook Avenue  
Compton, California 90220  
Facsimile Number 310-763-0895  
E-mail: [dbrown@comptoncity.org](mailto:dbrown@comptoncity.org)

**Re: Terms of Engagement for Legal Services  
General Counsel Legal Services**

Dear Mr. Brown:

Thank you for retaining The Westmoreland Law Firm, a Professional Corporation (the "Firm" or "Attorney") to represent the City of Compton ("Client") in matters regarding **general counsel legal services and consulting regarding legal matters involving the City of Compton**. The Firm's policies, as well as, certain provisions of the California *Business & Professions Code*, require that we have a written agreement with clients setting forth the arrangements upon which we perform legal services. This letter (hereinafter the "Agreement") will confirm the terms under which the Client has retained the Firm to perform legal services, and will apply to all matters for which the Firm provides services to Client.

**1. Terms of Engagement.**

The Firm represents Client, but not any of its affiliates or other related persons or entities, except pursuant to a separate written agreement. This Agreement shall not affect any other engagement letter with the Firm that any of your affiliates or other related persons or entities have entered into or may enter into in the future. This Agreement sets forth our entire agreement for rendering professional services for the Client identified above, as well as, for all other existing or future engagements, except where we have executed another engagement letter for another matter or we otherwise agree in writing.

**2. Legal Fees and Billing Practices.**

Client agrees to pay by the hour at Attorney's rates as set forth below for all time spent on Client's matter by Attorney and Attorney's legal personnel. Current hourly rates for personnel are as follows:

|            |                   |
|------------|-------------------|
| Attorney:  | \$190.00 per hour |
| Paralegal: | \$110.00 per hour |

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955 Deep Valley Drive  
Palos Verdes Peninsula, California

Telephone: (424) 285-5362 | Facsimile: (424) 285-5825 | Web: [www.wml-law.com](http://www.wml-law.com)

The rates on this schedule are subject to change on thirty (30) days written notice to Client. If Client declines to pay increased rates, the Parties agree that Attorney will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charges will include, but is not limited to, the time Attorney spends on telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client, witnesses, opposing counsel, court personnel or other persons. Time is billed in minimum increments of one-tenth (.1) of an hour. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

### **3. Costs and Other Charges.**

Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, translator/interpreter fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Attorney's cost. Internal charges are billed at the following rates: (1) mileage - IRS Standard Mileage Rate; (2) in-house printing and photocopying - \$1.00 per page; (3) facsimile charges - \$4.00 dollars per page; (4) postage at cost; and (5) computerized legal research at cost.

Costs also include the retention of experts, consultants and investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges. Attorney will obtain Client's consent before incurring any costs in excess of \$5,000.00. Client acknowledges and understands that the Firm has made no promises and/or guarantees about the total amount of attorney's fees and/or costs to be incurred by Client under this Agreement.

Further, Client acknowledges and understands that if the matter proceeds to court action (i.e., trial or appeal) or mediation/arbitration, Client is solely responsible to pay all fees and/or costs to other parties in the action, as well as, Client is also solely responsible to pay all of Firm's fees and/or costs of litigation.

The rates set forth under this Agreement are not set by law, but are mutually negotiated and agreed upon between Attorney and Client. Client acknowledges that the Firm has made no promises and/or guarantees about the total amount of attorney's fees to be incurred by Client under this Agreement.

### **4. Bills.**

Attorney will send Client periodic bills for fees and costs incurred. Each bill will be payable within five (5) days of its mailing date. Client may request a bill at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 20 days from the date of Client's request. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses

incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents.

**5. Professional Liability Insurance Disclosure.**

Pursuant to California Rule of Professional Conduct 3-410, I am informing you in writing that I have professional liability insurance.

**6. Conflicts of Interest.**

The Firm cannot, without appropriate consents, represent any party if there is a conflict of interest with any of our other client with any of our other clients. In order to avoid conflicts of interest among our clients, we maintain an index of relevant names (the "Index"). We have reviewed our position based on the information provided by the Client to date, and we are satisfied that we have no conflicts of interest that would prevent the Firm from entering into this Agreement with Client.

**7. Settlement.**

The Firm will not settle the Client's matter without the Client's approval. The Client will have the absolute right to accept or reject any settlement. The Firm will notify the Client promptly of the terms of any settlement offer received.

Whenever a verdict, judgment, award or settlement is obtained in the matter covered by this Agreement, Client authorizes Attorneys to sign on behalf of Client, using Client's name as necessary, any and all legal instruments necessary to conclude settlement or to reduce to possession anything of value due under the claim. Attorney is then authorized to deposit the proceeds in Attorney's trust account, to deduct their fees and costs therefrom, to pay all liens, and to pay the balance to Client. Attorney is given a lien (as described in Paragraph 8) for all services and advances upon any recovery and is authorized to deduct these fees and advances from that recovery.

If the a settlement offer is tendered by the Defendant, and Attorneys believe, in good faith, that the settlement offer should be accepted, and communicate this belief to the Client, but the Client(s), nonetheless, does not accept the settlement offer, Attorneys may require Client to: (a) reimburse all costs already incurred, and (b) advance the reasonable costs of trial and any other anticipated future litigation expenses. If Client(s) dismiss Attorneys for any reason, including substitution of another attorney(s), Attorneys may require Client(s) to reimburse all costs already advanced, immediately.

Client authorizes Firm to endorse his/her/its signature on any and all checks for deposit in the Firm's client trust account.

**8. Arbitration.**

Client has been informed that any dispute relating to Attorney's fees under this Agreement, at Attorney's discretion, shall be submitted to binding arbitration before the Los Angeles Bar Association pursuant to California *Business and Professions* Code Section 6200, et seq., or, should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to California *Business and Professions* Code Section 6200, et seq. Only at Firm's discretion, any other dispute (other than Attorney's fees) between the parties hereto arising out of or relating to this Agreement or Attorneys' professional services rendered to or for Client(s) shall be resolved by binding arbitration before the American Arbitration Associate in Los Angeles,

California, in accordance with the Commercial Rules of the American Arbitration Association prevailing at the time of the arbitration.

**9. Attorneys' Fees and Costs in Action on Agreement.**

Each party in any action or proceeding to enforce any provision of the Agreement will bear their own attorneys' fees and costs incurred in such action or proceeding.

**10. Attorney Lien.**

The Firm will have a lien for attorney's fees and costs advanced on all claims and causes of action that are the subject of its representation of the Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment).

The Client is aware, and by signing this letter acknowledges and understands, that this lien may significantly impair his/her/its interests, because the Firm may be able to delay payment of any recovery or settlement funds to the Client until any disputes concerning the Firm's unpaid attorneys' fees and/or costs have been resolved. The Client acknowledges that he/she/it was advised to seek independent legal advice about granting the Firm this lien, and has had a reasonable opportunity to do so. By signing this Agreement and returning it to the Firm, the Client represents that he/she/it has either obtained legal advice about this lien or have decided that it was unnecessary to do so.

**11. Consent to Electronic Communications.**

In order to maximize efficiency in this matter, the Firm intends to use state of the art technology and communications devices to the fullest extent possible (i.e. Internet, e-mail, smart phones, cloud computing, document transfer by computer, and facsimile transfers). The use of such technology may place the Client's confidences and privileges at risk. However, the Firm believes the effectiveness involved in use of such technology outweighs the nominal risk of accidental disclosure. By signing this letter, the Client acknowledges his/her/its consent to the use of such technology and devices.

**12. Delegation of Attorney Services.**

The Firm may delegate to other attorneys or business entities some of the legal services to be provided to the Client. Any such delegation will not affect the Client's obligation to pay attorneys' fees and/or costs as provided for in this Agreement.

**13. Tax Advice Specifically Excluded.**

The Firm has advised the Client that any settlement or judgment obtained as a result of the representation may be partly or wholly taxable. The Firm has informed the Client that tax advice is specifically excluded from the scope of services the Firm will provide under this Agreement. However, if Client desires for Firm to provide tax advice, Client and Firm are required to execute a separate written agreement.

**14. Client's Warranty and Duties**

The Client represents and warrants that he/she/it has all requisite power and authority to bind its respective organization to this Agreement, and that this Agreement has been executed and delivered by authorized individuals of its organization and constitutes a valid, legal and binding agreement.

The Firm expects and requires Client to (a) keep us regularly updated with his/her/its accurate contact information, including but not limited to accurate address and telephone information; (b) provide timely responses to requests for information; (c) to truthfully and honestly disclose information to the Firm; and (d) to communicate respectfully and professionally with Firm.

**15. Records and Files Retention.**

We will send you copies of documents and correspondence and other information through the representation. These copies will be your personal file copies. All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy not to retain records relating to a matter for more than five (5) years from the date the matter is opened. It is not administratively feasible for use to advise the Client of the closing of a matter or the disposal of records. If you have any questions concerning our records retention policies, please contact us.

**16. Termination of Services/Withdrawal from Representation.**

The attorney-client representation is one of mutual trust and confidence. If the Client has any questions at all about the provisions of this Agreement, the Firm invites his/her/its inquiries. We encourage our clients to inquire about any matter relating to our engagement agreements or invoices that may be in any way unclear or appear unsatisfactory. If the Client does not meet his/her/its obligation of timely payments or deposits under this Agreement, the Firm reserves the right to withdraw from the representation on that basis alone, subject to any required judicial, administrative, or other approvals. In any situation where the Firm's billing for legal fees and/or costs is outstanding for greater than twenty (20) days, the Firm intends to exercise this right to withdraw from representing the Client, terminate all legal services on behalf of the Client, and seek any required approvals. The Firm further reserves the right to withdraw our representation in circumstances where a conflict of interest arises and is not waived by a necessary party or is not waivable.

In addition, the Firm reserves the right to withdraw from representation, subject to any required judicial, administrative or other approvals if Client breaches any material term of this agreement, or fails to perform his/her/its client duties, or fails to follow the Firm's advice on a material matter, or if a conflict of interest develops or is discovered, or if there exists at any time any fact or circumstance that would, in our discretion, render our continuing representation to be unlawful, unethical or otherwise inappropriate. If the Firm's elects to terminate our representation, the parties acknowledge and agree that Client will take all steps reasonably necessary and will cooperate as reasonably required to terminate the representation and free Firm from any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation.

This Agreement is also subject to termination by either party upon reasonable notice for any reason. If there were to be a termination, however, Client would remain liable for all unpaid charges for services and costs provided and expenses advanced or incurred.

**17. Dismissal of Firm / Attorney**

Should a substitution of attorney be made without the consent of Attorney, or should Client otherwise dismiss Attorney, in addition to reimbursing all advanced costs, as set forth above, Client hereby grants to Attorney a lien (as described in Paragraph 10) on the services covered by this Agreement. These fees also are applicable if Client has contemporaneously hired other Attorneys to be working on Client's case. If a settlement offer is made prior to the substitution of attorney, which was requested by the Client, then Attorney, at his discretion, may determine his lien based upon the highest settlement offer or offers made for

the settlement agreement. If Client unilaterally resolves or settles the matter, without knowledge or involvement of Attorney, Client agrees that all Attorney's fees and costs will be accelerated and Client will immediately compensate Attorney as follows: (1) Attorney's hourly billing rate for hours worked, (2) reimburse all costs advanced by Attorney, and (3) pay thirty-three percent (33%) or the contingency rate for the stage of litigation, whichever is greater, at the time that Client resolves or settles the matter, IF APPLICABLE.

**18. Disclaimer of Guaranty or Warranty.**

Although the Firm or the attorney(s) therein may offer an opinion about the possible results from time to time regarding the subject matter of this Agreement, neither the Firm, nor any attorney therein, can guarantee any particular result. The Client acknowledges and understands that neither the Firm nor any attorney therein has made any promises about the outcome of the representation and that any opinion offered by the Firm or any attorney therein in the future will not constitute a guaranty or warranty.

**19. Modification of Agreement.**

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both the Firm and the Client.

**20. Entire Agreement.**

This Agreement contains the entire agreement of the Firm and the Client. No other agreement, statement or promise, either oral or written, made on or before the effective date of this Agreement will be binding on the parties.

**21. Severability.**

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the Agreement will be severable and remain valid and in effect.

**22. Severability In Event of Partial Invalidity.**

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**23. Effective Date of Agreement.**

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

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**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.**

CLIENT:

LAW FIRM:

**CITY OF COMPTON**

**THE WESTMORELAND LAW FIRM, P.C.**

By: \_\_\_\_\_  
Representative

By: \_\_\_\_\_  
Dominique N. Westmoreland, Esq.

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Client(s) acknowledges receipt of a copy of this Agreement concurrently with Client(s) signature. CLIENT ACKNOWLEDGES THAT CLIENT HAS READ THIS AGREEMENT AND THAT CLIENT IS LEGALLY BOUND BY THIS AGREEMENT.



633 West 5<sup>th</sup> Street, 26<sup>th</sup> Floor  
Los Angeles, CA 90071  
Tel: (213) 996-8474  
Fax: (213) 402-8195  
[www.reddocklaw.com](http://www.reddocklaw.com)

September 5, 2019

**ATTORNEY-CLIENT  
AND WORK PRODUCT PRIVILEGES**

**VIA ELECTRONIC MAIL ONLY**

Damon M. Brown, Esq.  
City Attorney  
City of Compton  
205 South Willowbrook Avenue  
Compton, CA 90220  
[dbrown@comptoncity.org](mailto:dbrown@comptoncity.org)

***Re: Retention for General Legal Services, Including but Not Limited to, Workplace  
Investigations and City Administrative and Municipal Hearing Officer Services***

Dear City Attorney Brown:

We are pleased that the City of Compton (the "City") has retained our firm, Angela J. Reddock, APLC, dba the Reddock Law Group (the "Firm" or the "Reddock Law Group"), to perform general legal services for the City of Compton including, but not limited to conducting workplace investigations and serving as hearing officers for City administrative and municipal hearings. We look forward to working with the City.

This letter sets forth and confirms our agreement regarding the Firm's representation, the scope of our engagement, the compensation the City will pay our Firm for services rendered, and our mutual rights and obligations.

## **1. Scope of Representation & Fees.**

The City is retaining the Firm to perform general legal services for the City of Compton including, but not limited to conducting workplace investigations and serving as hearing officers for City administrative and municipal hearings.

Angela Reddock (“Reddock”), the Managing Partner of the Firm, will be the lead attorney handling matters on behalf of the City, supported by a team of other experienced attorneys, paralegals, legal and administrative professionals.

The City has approved, and the firm agrees to a blended hourly rate of Three Hundred Seventy- - Five Dollars and No Cents (\$375.00) per hour for all work Reddock and each of the firm’s attorneys provide on behalf of the City. Paralegal rates shall be billed at \$125.00 per hour. Our time is billed in minimum increments of 1/10th of an hour.

Please note that we bill at our stated hourly rates for round trip travel time to and from our office located in downtown Los Angeles to the City or any City-designated location, for meetings, interviews and other required travel related to the investigation.

When considering attorneys' time expended in providing services to the City in the above described matter, consideration will be given to all time spent by attorneys/investigators, including, but not limited to, telephone calls, office and outside conferences, correspondence, preparation of documents, agreements, research, travel to and from witness meetings and interviews and other matters as they may occur.

## **2. Costs, Expenses and Disbursements.**

The City will be responsible for all costs and expenses and disbursements made by the Firm on the City’s behalf. Such costs include parking and other local travel expenses, computerized legal services, outsourced photocopying and other reproduction costs, clerical staff overtime, long-distance telephone charges, courier and messenger services, and postage.

Expenses shall be itemized and billed monthly at the actual cost incurred by the Firm. Under certain circumstances, the Firm may require an advance of certain costs or require that you pay certain costs directly. Unless specifically set forth in this retainer agreement, our Firm policy prevents us from advancing money on behalf of the City for out-of-pocket costs attendant to the services we perform. The City must pay for any out-of-pocket costs required in connection with its matter directly as such costs are incurred.

The City also agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by our personnel. The Firm will make all travel, hotel, and car rental arrangements through the City.

The Firm will not incur or commit to any costs above \$100.00 without pre-approval from the City.

### **3. Billing Statements.**

The City will receive a monthly billing statement for legal services rendered and for any costs incurred during the previous month. The statement will describe the nature of the work performed, who performed the work, and the total fees and costs due. All statements are due and payable in full upon receipt. Each statement is delinquent if not paid within 30 days. The Firm reserves the right to discontinue legal services if statements are not paid in full within 30 days of the monthly billing statement.

### **4. Fee Increases.**

Our rates may be adjusted periodically, usually during the first quarter of each calendar year. The Firm agrees that it will hold its rates on this matter for one year from the date of our firm's engagement for the investigation. Should any matter our firm handles on behalf of the City beyond this one-year time period, the firm reserves the right to increase its hourly rate on this matter without 30 days prior written notice to the City. The new rates would apply to services rendered on the City's behalf after the effective date of the new billing rate.

### **5. No Warranty of Result.**

We do not represent or warrant any particular result in any matter. However, we do agree to work to the best of our abilities to provide professional, excellent, and quality services to the City.

### **6. Conflicts of Interest.**

We have not identified any conflicts of interest which we believe would prevent us from performing the engagement. If the Firm identifies a potential conflict, the Firm will take appropriate steps to attempt to resolve any issues. If such a conflict cannot be resolved, we will confer with the appropriate representative(s) regarding the City's alternatives.

### **7. Cooperation.**

At all times during our engagement, the City will be truthful and cooperative with the Firm. The City agrees to fully respond to any inquiries we make, provide written materials or documents in a timely manner, assist us with accessing and scheduling meetings with relevant witnesses, and otherwise provide us with all information necessary to conduct a thorough and impartial

investigation. Failure to cooperate may inhibit or delay our Firm's ability to timely perform its duties.

#### **8. Responsibility for Fees and Costs.**

If more than one individual or entity retains the Firm pursuant to this agreement, each individual or entity is jointly and severally responsible for all fees and costs accruing hereunder, regardless of whether the Firm bills or accepts payment in accordance with an apportionment agreement entered into by the City.

#### **9. Termination.**

The City may stop using our services at any time. The Firm may withdraw from representing the City at any time, subject to any applicable rules of law and professional conduct.

#### **10. File Retention/Destruction Policy.**

The City is entitled upon written request to any files in our possession relating to legal services performed by the Firm for the City, excluding internal accounting records or other documents not reasonably related to your representation.

The Firm reserves the right to photocopy the investigation files at the City's expense. We reserve the right to destroy all files five (5) years after the cessation of representation in a matter unless the City requests their return. Should the City choose to retain the services of another attorney or law firm not associated with this Firm, the City must submit a written notice authorizing the transfer of the City's files. We reserve the right to photocopy these documents.

#### **11. California Jurisdiction and Venue.**

This attorney-client fee Agreement shall, in all respects, be governed by the laws of the State of California, without regard to conflict of law principles. The parties expressly consent to personal jurisdiction in the State of California and agree that exclusive venue for any action or proceeding between the parties arising out of or related in any way to this Agreement, shall be the Los Angeles Superior Court.

#### **12. Dispute Resolution.**

If the City becomes dissatisfied with any aspect of our relationship, we encourage the City to bring such concerns to our attention immediately. If we are not able to resolve any dispute through informal discussions between the Firm and the City, the Firm encourages the parties to seek and retain the assistance of a mutually agreed upon third-party, neutral mediator. The parties agree to equally share the costs of retaining the mediator.

If we are unable to resolve any dispute either informally or through the assistance of a third-party mediator, the Firm will first comply with any mandatory dispute resolution procedures which may apply to any such dispute. If we are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted, the parties shall submit such dispute to final and binding arbitration before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The city acknowledges and agrees that in arbitration there is no right to a trial by jury, and that the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the law of the state in which the proceedings are commenced. Reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party. If the City has questions concerning the advisability of arbitration, the City should seek independent legal counsel prior to signing this agreement.

### **13. Complete Agreement.**

This agreement contains the entire agreement between the City and the Firm regarding our Firm's representation of the City. This agreement may not be modified except by written agreement.

### **14. Conclusion.**

If the arrangements described in this letter are acceptable, please sign below where indicated and return the signed letter to me via U.S. Postal service or other mail or electronic mail. All payments to the firm should be made to "The Reddock Law Group" and mailed to the below address. The Firm's Tax ID # is 45-2751823.

Angela J. Reddock, Esq.  
Reddock Law Group  
U.S. Bank Tower  
633 West 5<sup>th</sup> Street, 26<sup>th</sup> Floor  
Los Angeles, CA 90071  
[angela@reddocklaw.com](mailto:angela@reddocklaw.com)

Please retain the original of this letter for your files. We have attached a copy of our Firm's W9 for your records.

*RLG – City of Compton  
Retention for Legal Services  
September 5, 2019  
Page 6*

We appreciate the confidence the City has placed in our Firm and look forward to working with you to provide excellent services.

If you have concerns about any matter discussed in this letter, please do not hesitate to contact me at (213) 996-8474 or [angela@reddocklaw.com](mailto:angela@reddocklaw.com).

Very truly yours,



Angela J. Reddock  
Founder & Managing Partner

**AGREEMENT & ACCEPTANCE**



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Angela J. Reddock, Esq.  
Founder & Managing Partner  
for Reddock Law Group

Dated: September 5, 2019

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Damon M. Brown, Esq.  
City Attorney  
City of Compton

Dated: \_\_\_\_\_

**SEPTEMBER 24, 2019**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2019-2020 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO-YEAR CONTRACT WITH NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES FOR TWO FISCAL YEARS (2019/2020-2020/2021) ON HOUSING SUCCESSOR CITY-OWNED PARCELS IN THE CITY OF COMPTON AND TO OPEN A PURCHASE ORDER FOR FISCAL YEAR 2019-2020 IN THE AMOUNT OF THIRTEEN THOUSAND AND FIVE HUNDRED DOLLARS (\$13,500)**

### **SUMMARY**

Adoption of this resolution will authorize the amendment of the fiscal year 2019-2020 budget and authorize the City Manager to enter into a two-year Property Maintenance Service Agreement with New West Landscaping to provide routine monitoring, maintenance, and landscaping services for Fiscal Years 2019-2020 and 2020-2021. The resolution also opens a purchase order not to exceed \$13,500 for Fiscal Year 2019-20.

### **BACKGROUND**

As part of the winding down of the former Community Redevelopment Agency's ("CRA") activities, the Housing Successor is required to provide landscaping services and property maintenance and management activities on former Agency-owned parcels slated for disposition and development pursuant to AB 26 and 1484 (collectively known as the "Dissolution Act"). The intent is to prepare the subject sites for future development while ensuring public safety, discourage vandalism and illegal dumping on the City-owned parcels.

### **STATEMENT OF THE ISSUE**

The Housing Successor has six (6) parcels held for resale in its inventory. These parcels continuously require property maintenance, landscaping services, illegal dumping removal, graffiti removal, weed abatement, board-up services, tree trimming and regular inspections to alleviate visual blight. In order to accomplish such objectives, the Housing Successor needs to employ the services of a contractor to perform maintenance of the City-owned properties.

**Page Two**  
**Staff Report- Property & Landscaping Services**  
**September 24, 2019**

On April 24, 2019, staff issued a Request for Proposal (RFP) for Maintenance and Landscaping Services for the Successor Agency owned properties and City owned Housing Successor properties. The City Clerk sent a Public Notice for the RFP to the Compton Bulletin and it was published on April 24, 2019. The RFP was due on May 1, 2019 by 3:00 pm. Staff also sent e-mails of the RFP to various vendors. Three RFPs were received by the due date and time from QSI, New West Landscaping, and BMC Landscape Management. A fourth proposal was received after the time deadline. Below is the annual cost for services from each proposer from lowest to highest.

| <b>Contractor</b>        | <b>Housing Successor</b> |
|--------------------------|--------------------------|
| QSI                      | \$3,559.16               |
| New West Landscaping     | \$13,500.00              |
| BMC Landscape Management | \$71,500.00              |

Although the bid for QSI is the lowest, it does not include all required services, it only includes maintenance service. The evaluation committee found that New West Landscaping was the lowest cost and most responsive proposal, as it addressed all aspects of maintenance including illegal dumping, board ups etc. New West Landscaping is the lowest bidder.

**FISCAL IMPACT**

The contractual agreement will not impact the General Fund. The funds will come from the Low-Cost Housing Fund. A transfer within the Low Cost Housing Fund in the amount of \$500.00 (Five Hundred Dollars) is required to cover the full cost of the contract. The Fiscal Year 2019-2020 Budget will be amended as follows:

|                   |                   |          |
|-------------------|-------------------|----------|
| From              | To                | Amount   |
| 1205-910-000-4249 | 1205-910-000-4269 | \$500.00 |

The funds will be available in Account No. 1205-910-000-4269 in the amount of \$13,500 for the Fiscal Year 2019-20 Budget.

**RECOMMENDATION**

Staff respectfully recommends that the City Council adopt the attached resolution.

**CRAIG J. CORNWELL**  
**CITY MANAGER**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2019-2020 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO-YEAR CONTRACT WITH NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES FOR TWO FISCAL YEARS (2019/2020-2020/2021) ON HOUSING SUCCESSOR CITY-OWNED PARCELS IN THE CITY OF COMPTON AND TO OPEN A PURCHASE ORDER FOR FISCAL YEAR 2019-2020 IN THE AMOUNT OF THIRTEEN THOUSAND AND FIVE HUNDRED DOLLARS (\$13,500)**

**WHEREAS**, as part of the winding down of the former Community Redevelopment Agency's ("CRA") activities, the Housing Successor is required to maintain property management activities, including illegal dumping, graffiti removal, weed abatement, board-up services, tree trimming and landscaping services on City-owned parcels slated for final disposition to developers pursuant AB 26 and 1484 (collectively known as the "Dissolution Act"); and

**WHEREAS**, the intent is to prepare the subject sites for future development, while ensuring public safety, discouraging vandalism and illegal dumping and thereby enhancing visual outlook of the City-owned parcels, thus, the City desires to employ the services of a landscaping contractor to perform regular maintenance and landscaping of City-owned properties; and

**WHEREAS**, on April 24, 2019, staff issued a Request for Proposal (RFP) for Maintenance and Landscaping Services for Successor Agency owned properties and City owned Housing Successor properties; and

**WHEREAS**, three RFPs were received by the due date and time of May 1, 2019 at 3:00 pm by the City Clerk; and

**WHEREAS**, the evaluation committee found that New West Landscaping was the lowest cost and most responsive bidder; and

**WHEREAS**, a transfer is required in the amount of \$500.00 to cover the cost of the contract as follows:

| From              | To                | Amount        |
|-------------------|-------------------|---------------|
| 1205-910-000-4249 | 1205-910-000-4269 | \$500.00; and |

**WHEREAS**, funds for this expenditure will be available in the Housing Successor's 2019-20 Fiscal Year budget in Account No. 1205-910-000-4269.

**NOW, THE CITY OF COMPTON HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** That the City Manager, on advice of the City Attorney, is hereby authorized to enter into the Property Maintenance and Landscaping Services Agreement, substantially in the form attached to this Resolution as Attachment "A", for Fiscal Year 2019-2020 with New West Landscaping to perform bi-weekly property maintenance and landscaping services on Housing Successor City-owned parcels in the City of Compton.

**Section 2.** That a transfer in the amount of \$500.00 is authorized from Account Number 1205-910-000-4249 to Account Number 1205-910-000-4269 in the amount \$500.00 from the Fiscal Year 2019-2020 Budget.

**Section 3.** That a purchase order in the amount of \$13,500 is authorized to be established for FY 2019-20.

**Section 4.** That the funds will be available in the Housing Successor 2020-2021 Fiscal Year budget in Account No. 1205-910-000-4269.

**Section 5.** That a copy of this Resolution shall be filed with the offices of the City Manager, City Attorney, City Clerk and City Controller.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF COMPTON

I, Alita Godwin, City Clerk to 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 \_\_\_\_\_, 2019.

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**

## ATTACHMENT A

| Property Address         | Size            | Maintenance Required |
|--------------------------|-----------------|----------------------|
| 16208 S. Atlantic Avenue | 40,511 sq. ft.  | Every two weeks      |
| 16216 S. Atlantic Avenue | 7,836 sq. ft.   | Every two weeks      |
| 1716 E. Rosecrans Ave.   | 13,257 sq. ft.  | Every two weeks      |
| 1950 N. Central Ave.     | 51,987 sq. ft.  | Every two weeks      |
| 1434 W. Compton Blvd.    | 62,262 sq. ft.  | Every two weeks      |
| 930 W Compton Blvd.      | 107,020 sq. ft. | Every two weeks      |

**PROPERTY MAINTENANCE SERVICES AGREEMENT  
BETWEEN  
NEW WEST LANDSCAPING  
AND  
THE CITY OF COMPTON**

This **AGREEMENT** is made by and between the **CITY OF COMPTON** (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **NEW WEST LANDSCAPING** (hereinafter referred to as "**CONTRACTOR**") located at 1019 West 133<sup>rd</sup> Street, Gardena, California 90247, pursuant to Resolution No., adopted by the City Council on\_\_\_\_, 2019.

**WITNESSETH:**

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as follows:

**1. Services to be Performed by Contractor:**

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing monthly property maintenance and landscaping services on the Housing Successor owned parcels, identified within the attachment titled "**Housing Successor City Property Inventory**", which is incorporated herein. Services include, but are not limited to abatement of all dumped materials and debris, weed abatement, trash removal, shrub and tree trimming, and removal and disposal of all materials abated.

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the City. Contractor shall bear all costs associated with this work, including, but not limited to all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this work.

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.

**1.1 Key Personnel.**

. a **Contractor's Representative.** Contractor hereby designates **Keith Dickerson, Owner** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

. b **City's Representative.** City hereby designates the City Manager or his/her designated representative as City's Representative for this Agreement.

**2. Compensation:**

The method of payment for this Contract shall be based on lump sum fee amounts for each of the specified Housing Successor parcels, as agreed to by the City. The agreed amount

**Property Maintenance Services Agreement – New West Landscaping  
Housing Successor City-Owned Parcels**

charged by the Contractor shall include compensation for all work and labor, 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 payable for each project to be completed will not be effective until authorized by written approval by the City.

Progress payments may be made in arrears for each project completed by the Contractor. If Contractor fails to complete the work according to schedule and as agreed, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **City Manager** at the following address: **Housing Successor of the City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Contractor is required to comply with all federal, state and local laws and ordinances applicable to the work.

For the work agreed to be performed pursuant to this Agreement, it is understood between the parties that the maximum compensation payable to the Contractor for any and all services rendered during Fiscal Year 2019-20 of this Agreement is limited to a total not-to-exceed amount of **thirteen thousand and five hundred dollars**). It is further understood that maximum compensation payable for Fiscal Year 2020-21 will be determined during the Fiscal Year 2020-21 budget process which will be added to this contract as an Amendment.

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

**3. Commencement of Services:**

The term of this Agreement shall be effective as of, \_\_\_\_\_ and shall expire on June 30, 2021, or when the above-specified total compensation has been exhausted, whichever occurs first, unless this Agreement is terminated as provided herein.

**4. Safety:**

**4.1** Contractor shall have overall responsibility for safety precautions and programs in

**Property Maintenance Services Agreement – New West Landscaping  
Housing Successor City-Owned Parcels**

the performance of the services.

**4.2** Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

. **a** Employees and all other persons at the locations where services are rendered ("Sites");

. **b** Materials and equipment stored on the Sites or off the Sites at locations for use in performance of the work; and

. **c** The assigned project Sites and all property located at the Sites, whether or not said property or structures are part of the project or involved in the work.

**4.3** Contractor shall designate an individual at the Sites of the assigned project in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

**4.4** Losses not insured under property insurance which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

**4.5** If the City deems any part of the work or Site unsafe, the City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

**4.6** Contractor shall immediately notify the City of any illegal dumping of hazardous materials and other emergency public safety issues observed at the Sites where services are performed.

**5. Indemnity:**

Contractor shall indemnify and save harmless the City of Compton, its officials, officers, employees, agents and volunteers against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

This indemnification and hold harmless obligation do not extend to claims arising out of

the sole negligence or willful misconduct of the City.

**6. Insurance:**

The Contractor shall not commence work under this Contract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***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.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

**6.1 Minimum Scope of Insurance.** Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

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

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

**. b Automobile Liability.** A program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**.c Workers' Compensation.** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than \$1,000,000 per accident for bodily injury and disease. Workers' Compensation and

Employer's Liability insurance may not be required if Contractor has no employees and provides,

**Property Maintenance Services Agreement – New West Landscaping  
Housing Successor City-Owned Parcels**

to City's satisfaction, a declaration stating this.

**6.2 Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

. **a** The policy of insurance required by Section 6.1.a (Commercial General Liability) shall be endorsed to provide the following:

(1) Additional Insured: The City of Compton, its officials, officers, employees, agents, and volunteers shall be named as **“additional insured”** with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

. **b** The policy of insurance required by Section 6.1.b (Automobile Liability) shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

. **c** The policy or policies of insurance required by Section 6.1.c (Workers' Compensation) shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

**6.3 Waiver of Subrogation.** Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

**6.4 Deductible.** Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

**6.5 Evidence of Insurance.** The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified

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Housing Successor City-Owned Parcels**

copies of the required policies to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

**6.6 Acceptability of Insurers.** Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A: VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

**6.7 Insurance for Subcontractors.** All subcontractors shall be included as additional insured under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City of Compton as an ***"additional insured"*** to the subcontractor's policies.

**7. Nondiscriminatory Employment Practices:**

During the performance of this Contract, 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. The 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

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

**8. Successor and Assigns:**

City and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the

**Property Maintenance Services Agreement – New West Landscaping  
Housing Successor City-Owned Parcels**

City. Any attempted assignment of this Contract without the written consent of both parties is void.

**9. 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 warrants 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.

**10. Subcontracting:**

Except as may be agreed to by the City, Contractor will not subcontract any portion of the services without prior written approval of Executive Director 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 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.

**11. Other Contractors:**

The City reserves the right to employ other contractors in connection with the services.

**12. Permits and Licenses:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by Contractor.

Prior to or at the time of execution of this Agreement, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

**13. Termination:**

**Property Maintenance Services Agreement – New West Landscaping  
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Notwithstanding any other provisions of this Agreement, this Agreement may be terminated as follows:

**13.1** If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

**13.2** If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

**13.3** If the Contractor fails to perform or breaches any material obligation under this Agreement, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination, Contractor shall furnish to the City a final invoice for work performed.

**14. Force Majeure:**

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

**15. Waivers:**

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

**16. Amendments:**

**Property Maintenance Services Agreement – New West Landscaping  
Housing Successor City-Owned Parcels**

This Agreement may be modified or amended only by written document executed by both Contractor and City's Executive Director and approved as to form by the General Counsel to the City. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

**17. Notice:**

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 sent by facsimile transmission.

**To Contractor:**

**New West Landscaping  
1019 West 133<sup>rd</sup> Street  
Gardena, California 90247  
Attn: Keith Dickerson, Owner  
(310) 617-9667  
(310) 769-6614 – fax.**

**To City:**

**City of Compton  
205 South Willowbrook Avenue  
Compton, California 90220  
Attn: City Manager  
(310) 605-5585  
(310) 761-1429 – fax.**

**18. Contractor's Books and Records:**

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the City for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City or a designated representative. Copies of such documents shall be provided to the City, at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

**19. Examination and Audit:**

**Property Maintenance Services Agreement – New West Landscaping  
Housing Successor City-Owned Parcels**

This Contract shall be subject to examination and audit of the City, State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City, or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

**20. Covenants Against Contingent Fees:**

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

**21. Extent of Agreement:**

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

**22. Governing Law, Jurisdiction and Venue:**

This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively 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.

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

**23. Waiver of Jury Trial:**

Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-

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claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on each project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its subcontractors who provide work on any assigned projects, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

**24. 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 City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Agreement.

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

**NEW WEST LANDSCAPING  
CONTRACTOR**

By \_\_\_\_\_  
Keith Dickerson, Owner

Dated: \_\_\_\_\_

**THE CITY OF COMPTON**

**Approved By:**

**Property Maintenance Services Agreement – New West Landscaping  
Housing Successor City-Owned Parcels**

**By** \_\_\_\_\_  
**Craig J. Cornwell, City Manager**

**Dated:** \_\_\_\_\_

**Approved as to form:**

**By** \_\_\_\_\_  
**Damon Brown, City Attorney**

**Dated:** \_\_\_\_\_

**ATTEST:**

**By** \_\_\_\_\_  
**Alita Godwin, City Clerk**

**Dated:** \_\_\_\_\_