

The Successor Agency to the Compton Community Redevelopment Agency, is a distinct and separate legal entity from the City of Compton, and was established by Resolution No. 1, adopted on February 7, 2012. The Successor Agency is limited to the assets and liabilities of the dissolved Community Redevelopment Agency (CRA) of the City of Compton and shall have the authority to perform the functions and duties described in Part 1.85 to Division 24 of the California Health and Safety Code.

**GOVERNING BODY OF THE SUCCESSOR AGENCY
AGENDA
10/08/2019
6:00 PM**

OPENING

ROLL CALL

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

APPROVAL OF MINUTES

1. SEPTEMBER 24, 2019

NEW BUSINESS

2. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LEGAL SERVICES RETAINER AGREEMENT WITH RICHARDS, WATSON & GERSHON FOR FISCAL YEAR 2019-2020 (\$38,381)

DIRECTORS COMMENTS

ADJOURNMENT

SEPTEMBER 24, 2019

The Governing Body of the Successor Agency meeting was called to order at 11:24 p.m. in the Council Chambers of City Hall by Chairperson Pro Tem Emma Sharif.

ROLL CALL

Directors Present: Galvan, McCoy, Sharif

Directors Absent: Chambers, Brown

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

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

Robert Ray, Compton resident, stated that Alondra Regional Park is in very poor condition and must be addressed as it is now a dangerous fire hazard because of the tall weeds.

Lynn Boone, Compton resident, spoke regarding certain events hosted in the city and questioned if the vendors had acquired the liability insurance necessary to host these events. Ms. Boone raised a concern for the legality of placing a Sheriff's Department patrol vehicle in front of the Mayor's residence.

Joyce Kelly, Compton resident, indicated that city employees should be responsible for the upkeep of Agency-owned property. Ms. Kelly also requested that the City Attorney review the Brown Act which allows the audience to comment before each item on the agenda.

NEW BUSINESS

1. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO-YEAR CONTRACT WITH NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON AND TO OPEN A PURCHASE ORDER FOR FISCAL YEAR 2019-2020 IN THE AMOUNT OF \$31,050

On motion by McCoy, seconded by Galvan, **Resolution Number 98** entitled 'A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A TWO-YEAR CONTRACT WITH NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON AND TO OPEN A PURCHASE ORDER FOR FISCAL YEAR 2019-2020 IN THE AMOUNT OF \$31,050' was adopted by the following vote on roll call:

AYES: Directors - Galvan, McCoy, Sharif

NOES: Directors - None

ABSENT: Directors - Chambers, Brown

ADJOURNMENT

On motion by Galvan, seconded by McCoy, the meeting was adjourned at 11:34 p.m. by the following vote on roll call:

AYES: Directors - Galvan, McCoy, Sharif

NOES: Directors - None

ABSENT: Directors - Chambers, Brown

Secretary of the Successor Agency

Chairperson of the Successor Agency

October 8, 2019

TO: HONORABLE CHAIRPERSON AND BOARD MEMBERS

FROM: GENERAL COUNSEL

SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LEGAL SERVICES RETAINER AGREEMENT WITH RICHARDS, WATSON & GERSHON FOR FISCAL YEAR 2019-2020 (\$38,381)

SUMMARY

The Board of Directors will consider adopting a resolution authorizing the Executive Director to enter into a legal services retainer agreement with Richards, Watson & Gershon for Fiscal Year 2019-2020 to assist the General Counsel on an as-needed basis.

BACKGROUND

The Board of Directors is authorized to contract with outside attorneys to assist the General Counsel with professional legal services including, but not limited to, ongoing legal advice and with the handling of various complex legal matters of the Successor Agency. In prior years, the Successor Agency has retained the services of various outside law firms to assist the General Counsel with specific complex matters and in specialized areas of the law.

STATEMENT OF THE ISSUE

The Successor Agency has identified the need to secure expert transactional, advisory and litigation support services to assist the Successor Agency and the General Counsel, on an as-needed basis, with specialized projects such as conflict of interest matters, matters involving the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code) and other related laws, including, without limitation, laws relating to the dissolution and winding down of the affairs of the Community Redevelopment Agency of the City of Compton. Such legal services, advice and counsel shall include, without limitation, matters related to agreements, affordable housing requirements, CEQA procedures and compliance, Successor Agency bonds and other obligations, litigation matters, and any other matter as requested by the General Counsel.

The Successor Agency acknowledges that the law firm of Richards, Watson & Gershon has the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice.

FISCAL IMPACT

Funding in the amount of Thirty-Eight Thousand Three Hundred and Eighty-One Dollars (\$38,381) for expenditures made for these services will be utilized on an as-needed basis and is within the budgeted amount appropriated into the Fiscal Year 2019-2020 and is available in Account No. 1201-420-000-4261.

RECOMMENDATION

Staff recommends that the Board of Directors adopt the attached Resolution.

**DAMON M. BROWN
GENERAL COUNSEL**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
EXECUTIVE DIRECTOR**

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LEGAL SERVICES RETAINER AGREEMENT WITH RICHARDS, WATSON & GERSHON FOR FISCAL YEAR 2019-2020 (\$38,381)

WHEREAS, the Board of Directors is authorized to contract with outside attorneys to assist the General Counsel with professional legal services including ongoing legal advice and with the handling of various complex legal matters of the Successor Agency; and

WHEREAS, the Successor Agency, in prior years, has retained the services of various outside law firms to assist the General Counsel with specific complex matters and in specialized areas of the law; and

WHEREAS, the Successor Agency has identified the need to secure expert transactional, advisory and litigation support services to assist the Successor Agency and the General Counsel, on an as-needed basis, with specialized projects such as conflict of interest matters, matters involving the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code) and other related laws, including, without limitation, laws relating to the dissolution and winding down of the affairs of the Community Redevelopment Agency of the City of Compton; and

WHEREAS, the Successor Agency has acknowledged that the law firm of Richards, Watson & Gershon has the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice; and

WHEREAS, funding in the amount of Thirty-Eight Thousand Three Hundred and Eighty-One Dollars (\$38,381) for expenditures made for these services will be utilized on an as-needed basis and is within the budgeted amount appropriated into the FY 2019-2020 and is available in Account No. 1201-420-000-4261.

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

Section 1. That the Executive Director is hereby authorized to enter into a legal retainer agreement, upon the advice of the General Counsel, with the law firm of Richards, Watson & Gershon for Fiscal Year 2019-2020 to assist the General Counsel on an as-needed basis.

Section 2. That the hourly rates for these services shall not exceed the amount of \$295.00 per hour.

Section 3. That funding in the amount of Thirty-Eight Thousand Three Hundred and Eighty-One Dollars (\$38,381) for expenditures made for these services will be utilized on an as-needed basis and is within the budgeted amounts appropriated into the Fiscal Year 2019-2020 and is available in Account No. 1201-420-000-4261.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the Executive Director, General Counsel, Agency Controller, and Agency Secretary.

Section 5. That the Chair shall sign and the Secretary shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2019.

**CHAIRPERSON OF SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

ATTEST:

**SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

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

I, Alita Godwin, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Board of Directors of the Successor Agency, signed by the Agency Chairman and attested by the Agency Secretary at a regular meeting thereof held on the ____ day of _____, 2019.

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

AYES: BOARD MEMBERS-
NOES: BOARD MEMBERS-
ABSTAIN: BOARD MEMBERS-
ABSENT: BOARD MEMBERS-

**SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON
AND
RICHARDS, WATSON & GERSHON, PC**

This **AGREEMENT** is entered by and between the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a public body, corporate and politic of the State of California (hereinafter referred to as “**CLIENT**” or “**AGENCY**”), located at 205 South Willowbrook Avenue, Compton, California 90220, and **RICHARDS, WATSON & GERSHON**, a Professional Corporation (hereinafter referred to as “**LAW FIRM**” or “**CONSULTANT**”), located at 355 South Grand Avenue, 40th Floor, Los Angeles, California 90071-3101, collectively referred to as “Parties.” This Agreement is entered into pursuant to Resolution No. _____, adopted by the City Council on September __, 2019.

AGREEMENT:

1. Scope of Services

Client desires to retain and engage Law Firm to provide, on an “as-needed basis,” legal services, advice and counsel to the Client as requested by the Agency General Counsel, or other appropriate staff or officials of the Client authorized by the Agency General Counsel, on matters involving the Community Redevelopment Law (Part 1 of Division 24 of the California Health and Safety Code) and other related laws, including, without limitation, laws relating to the dissolution and winding down of the affairs of the Community Redevelopment Agency of the City of Compton, generally set forth in Health and Safety Code Sections 33461 through 33491.5. Such legal services, advice and counsel shall include, without limitation, matters related to agreements; conflicts of interest; affordable housing requirements; CEQA procedures and compliance; hazardous and toxic waste; real estate; federal, state and local tax; labor and employment; Successor Agency bonds and other obligations; and litigation matters in connection with any of the foregoing, or arising out of the exercise by the Agency of any of its powers; and, any other matter as requested by the Agency General Counsel.

Law Firm acknowledges that in entering into this Agreement the Client is relying on Law Firm's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Law Firm agrees to perform all the said work and furnish all the necessary materials at its own cost and expense (except as otherwise expressly agreed to be furnished by the Client), necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the Client.

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

Law Firm will be responsible for employing or engaging all persons Law Firm determines that are necessary, if any, to perform the services required by this Agreement. All of Law Firm's staff and sub-consultants, if any, shall be qualified by training and experience to perform their assigned tasks.

2. Term of Agreement

This Agreement shall commence on July 1, 2019 and shall continue until June 30, 2020, unless terminated sooner as provided herein.

3. Fees, Costs, Expenses and Billing for Services

For the services provided hereunder, the Law Firm shall be paid a composite hourly rate of \$275.00 per hour for any attorney working on the matter, except that: for hazardous and toxic waste, labor and employment, water, and real estate matters, the Law Firm shall be paid a composite hourly rate of \$295.00 per hour; for litigation matters, the Law Firm shall be paid a composite hourly rate of \$295.00 per hour; and for services relating to the bonds or other obligations (other than serving as bond counsel or disclosure counsel), the Law Firm shall be paid a composite hourly rate of \$295.00 per hour. The Firm shall provide all supplies, clerical and support staff necessary to provide the services under this Agreement at no cost to the Client.

In addition to fees, the Law Firm shall be paid out-of-pocket costs and expenses incurred by the Law Firm, including telecommunication charges, duplication, messenger services, filing fees, travel and any other costs and expenses actually and reasonably incurred by the Law Firm in performing its services. Such costs and expenses shall be described on the monthly invoice provided by the Law Firm.

The Law Firm shall provide a monthly invoice for services provided. Such invoice shall indicate the basis of the fees, costs and/or expenses, including a detailed and auditable breakdown of the hours worked, billable rated charged, description of the services performed and the attorney performing the service.

Client shall pay the amount reflected on the invoice within 30 days, or as promptly as fiscal procedures may permit, of receipt of the same, except for those specific items on the invoice which are contested or questioned by the Client and are returned by the Client, with a written explanation of the question or contest, within 15 days of receipt of the invoice.

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

4. Possible Third Party Conflicts

Law Firm represents it has no present or contemplated employment which is adverse to the Client. Law Firm agrees that it shall not represent clients in matters, either litigation or non-litigation, against the Client. However, Law Firm may have past and present clients or may

have future clients, which, from time to time, may have interests adverse to the Client, and Law Firm reserves the right to represent such clients in matters not connected with its representation of the Client.

If a potential conflict of interest arises in Law Firm's representation of two clients, and if such conflict is only speculative or minor, Law Firm shall seek waivers from each client with regards to such representation. However, if real conflicts exist, Law Firm shall withdraw from representing either client in the matter.

5. Independent Contractor Status

Law Firm, its employees, sub-consultants, agents and volunteers (collectively hereinafter the "Law Firm"), will perform the services in Law Firm's own way and pursuant to this Agreement as an independent contractor and in pursuit of Law Firm's independent calling, and not as an employee of Client. The persons used by Law Firm to provide the services under this Agreement will not be considered employees of Client for any purposes. Neither the Client nor any of its officers, employees, agents or volunteers shall have any control over the conduct of Law Firm, except as expressly set forth in this Agreement. Law Firm expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Law Firm shall not at any time or in any manner, represent that Law Firm is in any manner officers, employees, agents or volunteers of the Client. Law Firm shall obtain no rights to retirement, health care or any other benefit that accrue to Client's officials, officers, or employees. Law Firm expressly waives any claim to such rights. Law Firm retains the right to provide services for others during the term of this Agreement.

If Law Firm subcontracts any of the services, Law Firm will be fully responsible to the Client for the acts, errors and omissions of Law Firm's sub-consultant and of the persons either directly or indirectly employed by the sub-consultant, as Law Firm is for the acts and omissions of persons directly employed by Law Firm. Nothing contained in this Agreement will create any contractual relationship between any sub-consultant of Law Firm and Client. Law Firm will be responsible for payment of sub-consultants. Law Firm will bind every sub-consultant by the terms of this Agreement applicable to Law Firm's work unless specifically noted to the contrary in the subcontract and approved in writing by the Client.

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

6. Nondiscriminatory Employment Practices

During the performance of this Agreement, Law Firm 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. Law Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7. Protection of Client Confidences

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

8. Document Ownership

All product produced by Law Firm or its agents, employees and sub-consultants pursuant to this Agreement (the "Work Product") is the property of Client. After the file on the matters for which Law Firm has been retained to perform pursuant to this Agreement is closed, either due to completion of the services or termination of this Agreement, all Work Product (the entire contents of the file) produced by Law Firm or its agents, employees and sub-consultants pursuant to this Agreement shall be delivered to the Client.

9. Indemnification

Law Firm shall indemnify and save harmless the Client, its officials, officers, employees, agents and volunteers (collectively hereinafter the "Client"), 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 Client and shall indemnify and save the Client from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for Law Firm, its officers, employees, sub-consultants or agents in the performance of the duties undertaken by Law Firm pursuant to this Agreement.

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

10. Other Law Firms. The Client reserves the right to employ other legal counsel in connection with the services.

11. Insurance

California Business & Professions Code requires that Law Firm inform the Client whether the Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered to the Client. The Law Firm hereby confirms that it does maintain such insurance coverage.

12. Arbitration; Waiver of Jury Trial

The Parties agree that all disputes which arise between the Client and Law Firm, whether financial or otherwise, regarding the client relationship shall be resolved by binding arbitration. Each side shall share in the cost of the arbitration but shall bear their own costs and attorneys' fees. The Parties agree to waive their right to a jury trial.

13. Termination of Services

Either Party has the right, at any time, either with or without cause, to terminate this Agreement. In the event of such termination, any unpaid fees and costs owing for services performed up to the date of termination shall be due and payable. Law Firm shall deliver all documents and records of the Client to the Client.

14. Notices

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

To Law Firm:

Richards, Watson & Gershon, PC
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101
Attn: **name/title needed**
(213) 626-8484
(213) 626-0078 - fax.

To Client:

Successor Agency to the Community
Redevelopment Agency of the City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Agency General Counsel
(310) 605-5582
(310) 763-0895 – fax.

With copy to:

Successor Agency of City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Director
(310) 605-5585
(310) 631-0322 – fax.

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

IN WITNESS WHEREOF, LAW FIRM has executed this Agreement, and the **AGENCY**, by its Executive Director, who is authorized to do so, has executed this Agreement.

RICHARDS, WATSON & GERSHON, PC
LAW FIRM

Dated: _____

By _____
Name/title needed

**SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

Approved by:

Dated: _____

By _____
Craig J. Cornwell, Executive Director

Approved as to form:

By _____
Damon M. Brown, General Counsel

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, Agency Clerk