

**SPECIAL MEETING AGENDA
CITY COUNCIL OF THE CITY OF COMPTON**

TUESDAY – JUNE 28, 2021 6:00 P.M.

**TELECONFERENCE MEETING AUTHORIZED BY STATE OF CALIFORNIA
EXECUTIVE ORDERS N-25-20 AND N-29-20 VIA ZOOM COMMUNICATIONS**

COVID-19 NOTICE

To protect public health and safety during the local, state, and federally declared COVID-19 emergency, the City Council Chamber is closed to the public. Consistent with State of California Executive Orders N-25-20 and N-29-20 and the Los Angeles County Health Officer's "Safer at Home Order for Control of COVID-19" the City Council will participate in the meeting through teleconference. Public participation in the meeting will be facilitated through the electronic methods as described below.

Agenda Materials:

The agenda and agenda packet related to items on this agenda are available for public inspection at www.comptoncity.org.

Public Observation and Participation:

Members of the public may provide public comments through the follow method:

Teleconference Participation: You may provide audio public comments by connecting to the teleconference meeting online or by telephone/mobile call (please select only one method). Public speakers will be queued to provide comments at the appropriate time on the agenda. You must be available to provide comments at the time you are called upon to speak. If you are not planning on providing public comments we encourage you to observe the meeting via livestream at www.comptoncity.org or on Government Channel 36 to allow staff to more effectively manage the number of teleconference connections.

Compton Zoom meeting online line:

<https://us02web.zoom.us/j/83818526379?pwd=QXYwMHBOSmJJNmFYSGdhcjdYcjlyZz09>

Compton Zoom meeting call-in telephone number:1-669-900-6833

Compton Zoom ID:838 1852 6379

Compton Zoom Passcode: 438089

Americans with Disabilities Act (ADA) Accommodations:

Any person with a disability who requires accommodation in order to participate in a meeting should contact of the Office of the City Clerk at (310) 605-5530 to request accommodation. The City will use its best efforts to provide reasonable accommodations related to the teleconference meeting.

Members of the public may observe this meeting via Channel 36 or via city website streaming services at www.comptoncity.org, and offer comments at this meeting via Zoom during the public comments portion of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

(Zoom is only for Public Comments)

<https://us02web.zoom.us/j/83818526379?pwd=QXYwMHBOSmJJNmFYSGdhcjdYcjlyZz09>

Meeting ID: 838 1852 6379
Passcode: 438089
Call In: 1-669-900-6833

**SPECIAL
COMPTON CITY COUNCIL
AGENDA
06/28/2021
6:00 PM**

**CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220**

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)

CLOSED SESSION

PUBLIC EMPLOYMENT

Title: City Manager

Pursuant to California Government Code Section 54957

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Bryan Batiste v. City of Compton (LASC Case No. 19STCV17714)

Pursuant to California Government Code Section 54956.9

RECESS TO CLOSED SESSION

PUBLIC MEETING

REPORT ON CLOSED SESSION ACTION(S)

PUBLIC COMMENTS ON AGENDA ITEM ONLY

REGULAR AGENDA

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AMENDMENTS TO THE EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL EXTENDING THE CONTRACT TERM AND OTHER PROVISIONS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 7/6/2021 @ 5:30 PM

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

June 28, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AMENDMENTS TO THE EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL EXTENDING THE CONTRACT TERM AND OTHER PROVISIONS

SUMMARY

The City Council will consider adoption of a resolution that will authorize various amendments; as specified below; to the current Employment Agreement with Craig J. Cornwell to serve as City Manager for the City of Compton.

BACKGROUND

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

On July 23, 2019, the City Council ("Council") adopted Resolution No. 25,096, which authorized a two (2) year Employment Agreement ("Original Agreement"), effective as of July 8, 2019, with Craig J. Cornwell ("Cornwell") to serve the City of Compton ("City") as City Manager.

STATEMENT OF ISSUE

Mr. Cornwell has brought many years of government experience to service as City Manager, including over twenty-one (21) years as an executive level employee of the City, eleven (11) years of which he served in the position of the City Attorney of the City.

Some of many accomplishments of Mr. Cornwell since employed as City Manager include, but are not limited to: completed 43 grind and overlay street repairs; completed Capital Improvement Project 18-01 (Phase I) street reconstruction of seven (7) streets within budget; identified and closed \$37.7 million in street financing at 3.14% interest for Capital Improvement Project 18-01 (Phase II) street reconstruction project; negotiated and obtained over \$2 million

**Staff Report - Resolution Authorizing Amendments
Employment Agreement with Craig J. Cornwell as City Manager
June 28, 2021, page 2**

gift from the Los Angeles Dodger Foundation for major renovations of Jackie Robinson Stadium; 600 residential units and 80,000 square feet of commercial space under negotiation for future real estate development; \$1.2 million committed to tree trimming over next three (3) years, including developing a comprehensive tree inventory log; and, promoted or hired over 11 Compton residents.

The City of Compton has not extended a City Manager's contract since June 20, 1995, Resolution 18,007 (Howard Caldwell). This City Council seeks regain stability for the position of City Manager of the City in efforts to improve the City's external and internal financial position and standing, establish continuity of community projects and employee satisfaction.

On July 28, 2020 and January 26, 2021, the Council completed performance evaluations of Cornwell, finding his performance to exceed expectations. Thus, Council desires to express its satisfaction with Cornwell's performance by amending the original Employment Agreement with Cornwell to, among several other provisions, extend the term of the original Agreement and provide for base salary increases over the term of the Employment Agreement beginning in Fiscal Year 2022-2023. It should be noted that the current salary for the City Manager position was set by the Council in 2013.

At the request of the Council, and in conformance with the directions provided, the City Attorney negotiated the contractual terms of the proposed amendment to the original Employment Agreement with Mr. Cornwell. Adoption of the attached Resolution will approve amendments to certain provisions of the original Employment Agreement between the City and Mr. Cornwell; to wit:

- | | |
|----------------|---|
| Term: | July 8, 2019 through January 3, 2025. |
| Hours of Work: | The City Manager is an exempt employee and is expected to engage in those hours of work that are necessary to fulfill the obligations to the City Manager's position including working remotely, at his discretion. |
| Compensation: | Annual base salary shall remain at \$221,000.00. Effective July 1, 2022, the annual base salary shall be increased by 5% to \$232,050.00. Effective July 1, 2023, the annual base salary shall be increased by 5% to \$243,652.50. Effective July 1, 2024, the annual base salary shall be increased by 5% to \$255,835.12. |

**Staff Report - Resolution Authorizing Amendments
Employment Agreement with Craig J. Cornwell as City Manager
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Benefits: Authorizes accrued, unused Personal Leave days to be carried over to the next calendar year.

Increases Vacation Leave days accrual from 15 hours per month to 20 hours per month.

Increases City's payment of term life insurance premiums from \$100,000 coverage to \$300,000 coverage.

Termination: If terminated prior to expiration of the Employment Agreement, Cornwell shall be entitled to receive compensation equal to twelve (12) months' salary.

FISCAL IMPACT

The salary range for the position of City Manager of \$221,000.00 is appropriated in 2020-2021 Fiscal Year budget in Account No. 1001 510 000 4101. Funds for remaining years of the Employment Agreement shall be appropriated in future City budgets.

RECOMMENDATION

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

**DAMON M. BROWN
CITY ATTORNEY**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING AMENDMENTS TO THE EMPLOYMENT AGREEMENT
WITH CRAIG J. CORNWELL EXTENDING THE CONTRACT TERM AND
OTHER PROVISIONS**

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

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

WHEREAS, on July 23, 2019, the City Council adopted Resolution No. 25,096, which authorized a two (2) year Employment Agreement ("Original Agreement"), effective as of July 8, 2019, with Craig J. Cornwell ("Cornwell") to serve the City of Compton ("City") as City Manager; and

WHEREAS, Mr. Cornwell has brought many years of government experience to service as City Manager, including over twenty-one (21) years as an executive level employee of the City, eleven (11) years of which he served in the position of the City Attorney of the City; and

WHEREAS, the City of Compton has not extended a City Manager's contract since June 20, 1995, see Resolution 18,007 (Howard Caldwell); and

WHEREAS, this City Council seeks regain stability for the position of City Manager of the City in efforts to improve the City's external and internal financial position and standing, establish continuity of community projects and employee accountability and satisfaction; and

WHEREAS, on July 28, 2020 and January 26, 2021, the Council completed performance evaluations of Cornwell, finding his performance to exceed expectations; thus, Council desires to express its satisfaction with Cornwell's performance by amending the original Employment Agreement with Cornwell to, among several other provisions, extend the term of the original Agreement and provide for base salary increases over the term of the Employment Agreement beginning in Fiscal Year 2022-2023. The current salary for the City Manager position was set by the Council in 2013; and

WHEREAS, at the request of the Council, and in conformance with the directions provided, the City Attorney negotiated the contractual terms of the proposed amendment to the original Employment Agreement with Mr. Cornwell.

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

Section 1. That the City Council of the City of Compton hereby approves amendments to the current Employment Agreement between the City of Compton and Craig J. Cornwell, as reflected in the Amendment to the Employment Agreement with Craig J. Cornwell, which is attached hereto and incorporated herein.

Section 2. That the funds to pay the compensation for the position of City Manager are allocated in the Fiscal Year 2020-2021 budget in Account No. 1001 510 000 4101. Funding for the remainder of the term of the Employment Agreement shall be appropriated in future City budgets.

Section 3. That a certified copy of this Resolution and the attached Employment Agreement, upon execution, shall be filed in the offices of the City Clerk, City Manager, City Attorney and the City Controller.

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

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2021.

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

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

CITY CLERK OF THE CITY OF COMPTON

**AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CRAIG J. CORNWELL**

[Position: City Manager]

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

RECITALS

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

WHEREAS, on July 23, 2019, the Council adopted Resolution No. 25,096, which approved a two (2) year Employment Agreement, effective as of July 8, 2019, with Cornwell to serve the City as City Manager; and

WHEREAS, the City and Cornwell entered into an Employment Agreement (hereinafter "Original Agreement") for Cornwell to serve as City Manager for the City and to perform such duties and responsibilities of such position; and

WHEREAS, on July 28, 2020 and January 26, 2021, the Council completed performance evaluations of Cornwell, finding his performance to exceed expectations; thus, Council desires to express its satisfaction with Cornwell's performance by amending the original Employment Agreement with Cornwell to, among several other provisions, extend the term of the original Agreement and provide for base salary increases over the term of the Employment Agreement beginning in Fiscal Year 2022-2023 July 28, 2020; and

WHEREAS, by Resolution No. _____, adopted on _____, 2021, the Council authorized an amendment of certain provisions to the Employment Agreement with Cornwell as set forth herein; and

WHEREAS, the Parties intend to be bound by the terms and provisions of the Employment Agreement as it is amended herein.

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

1. The Parties agree to amend **Section 1.2(a) – Term of Service** of the original Agreement to read as follows:

a. The term of this Employment Agreement shall begin on July 8, 2019, and shall end on January 3, 2025, unless extended in writing by mutual agreement of the Parties.

2. The Parties agree to amend **Section 1.3(b)(1) – Hours of Work** of the original Agreement to read as follows:

b(1) The City Manager is an exempt employee and is expected to engage in those hours of work that are necessary to fulfill the obligations to the City Manager's position. The City Manager does not have set hours of work as the City Manager is expected to be available at all times, and shall be available for attendance at City Council and other meetings as necessary. The City Manager shall be permitted, at his discretion, to work remotely. The City Manager shall also be permitted such reasonable "time off" as is customary for exempt employees of the City so long as the time off does not interfere with normal business. Cornwell agrees that his position is that of an exempt employee for purposes of the Fair Labor Standards Act ("FLSA").

3. The Parties agree to amend **Section 2.1 – Compensation** of the original Agreement to read as follows:

It is agreed that for the services to be rendered by Cornwell pursuant to this Agreement, effective as of July 8, 2019, Cornwell shall receive an annual base salary in the amount of Two Hundred Twenty One Thousand Dollars (\$221,000.00), exclusive of other benefits specified within this Employment Agreement and paid at the same intervals and in the same manner as regular City employees for the term of this Employment Agreement. Effective July 1, 2022, Cornwell shall receive a 5% base salary increase for an annual salary of Two Hundred Thirty Two Thousand Fifty Dollars (\$232,050.00). Effective July 1, 2023, Cornwell shall receive a 5% base salary increase for an annual base salary of Two Hundred Forty Three Thousand Six Hundred Fifty Two Dollars and Fifty Cents (\$243,652.50). Effective July 1, 2024, Cornwell shall receive a 5% base salary increase for an annual base salary of Two Hundred Fifty Five Thousand Eight Hundred Thirty Five Dollars and Twelve Cents (\$255,835.12). Cornwell shall be compensated on a pro-rata bases for any partial month he serves as City Manager.

4. The Parties agree to amend **Section 2.3(a)(1) – Benefits** of the original Agreement to read as follows:

a(1) Accumulate Personal Leave days at the rate of 10 hours per month for a maximum of 120 hours per year of employment. Personal leave days accrued may be carried over to the next calendar year during the term of this Employment Agreement.

5. The Parties agree to amend **Section 2.3(a)(3) – Benefits** of the original Agreement to read as follows:

a(3) Accumulate Vacation Leave days at the rate of 20 hours per month for a maximum of 240 hours per year of employment. Cornwell shall be entitled to cash out up to one hundred twenty (120) hours of accrued, but unused vacation hours per calendar year.

6. The Parties agree to amend **Section 2.3(f) – Benefits** of the original Agreement to read as follows:

f. Life Insurance. During the term of this Employment Agreement, the City shall pay premiums, on behalf of Cornwell, for a term life insurance policy with a principal amount of \$300,000 and a conversion privilege.

7. The Parties agree to amend **Section 3.1(a)(1) – Termination** of the original Agreement by deleting it in its entirety.

8. The Parties agree to amend **Section 3.1(a)(2) - Termination** of the original Agreement to read as follows:

a(2) If terminated prior to the expiration of this Employment Agreement, Cornwell shall be entitled to receive severance compensation equal to twelve (12) months' salary, in addition to the full monetary value of any earned but unused vacation leave accumulated during the period of his service pursuant to this Employment Agreement. Cornwell's entitlement to earned, but unused sick leave accumulated during the period of his service shall be governed by those provisions applicable to Chief Executive Management Employees in the City service.

9. The Parties agree to amend **Section 3.1(a)(3) – Termination** of the original Agreement to read as follows:

a(3) If terminated at any time during the term of this Employment Agreement due to the filing by any government agency with appropriate authority, of a criminal complaint charging him with any felony or misdemeanor involving moral turpitude, then the City shall only be obligated to pay the full monetary value of any earned but unused vacation accumulated during the period of his service pursuant to this Employment Agreement.

10. The rights, obligations and fees of the Parties under the Employment Agreement shall not otherwise be amended, altered or revised except as expressly provided for herein and all other terms of the original Employment Agreement shall remain in full force and effect.

11. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Employment Agreement by and between City Council of the City of Compton on behalf of the City of Compton and Craig J. Cornwell.

Craig J. Cornwell

Date: _____

CITY OF COMPTON
A Municipal Corporation

Date: _____

Aja Brown, Mayor

Date: _____

Michelle Chambers, Councilmember
First Council District

Date: _____

Isaac Galvan, Councilmember
Second Council District

Date: _____

Tana McCoy, Councilmember
Third Council District

Date: _____

Emma Sharif, Councilmember
Fourth Council District

Amendment No. 1 to Employment Agreement — Craig J. Cornwell
City Manager Position
[Resolution No. _____]

Approved as to form:

By: _____
Damon M. Brown, City Attorney

Date: _____

ATTEST:

Date: _____

By _____
Alita Godwin, MMC, City Clerk