



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF FRAUD AND CORRUPTION PROSECUTIONS
PUBLIC INTEGRITY DIVISION

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May 17, 2019

The Honorable Members of the Inglewood City Council
City of Inglewood
1 Manchester Boulevard
Inglewood, California 90301

Re: Alleged Brown Act Violations by City of Inglewood, P18-0132

Dear Members of the City Council,

The Public Integrity Division received a complaint alleging that the Inglewood City Council violated the Ralph M. Brown Act (Brown Act) at a special meeting on June 15, 2017. After reviewing the agenda, we have concluded that the City Council did violate the Act by failing to provide a sufficient agenda description of Item 1, which involved an Exclusive Negotiating Agreement (ENA) between the City of Inglewood and Murphy's Bowl LLC.

The Brown Act, in Government Code section 54954.2(a)(1), requires that a local agency "post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting." That section further states, "A brief general description of an item generally need not exceed 20 words." Courts have held that although the description need not include every detail of a matter, it must be sufficient to give the public "fair notice of the essential nature of what an agency will consider," and not leave the public "to speculation." (*San Diegans for Open Government v. City of Oceanside* (2016) 4 Cal. App. 5th 637, 645; *San Joaquin Raptor Rescue Center et al. v. County of Merced et al.* (2013) 216 Cal. App. 4th 1167, 1178.)

The agenda for the special meeting listed Item 1, the only item for open session, as follows:

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

Staff report recommending approval of an Exclusive Negotiating Agreement (ENA) by and among the City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Successor Agency), the Inglewood Parking Authority (Authority), and Murphy's bowl LLC, a Delaware Limited Liability Company (Developer).

Recommendation:

- 1) Approve Exclusive Negotiating Agreement.

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Notably omitted from the agenda description was any information of the location and scope of the contemplated development project. Per the report from the Economic and Community Development Department and the ENA itself, the undisclosed potential project involved construction of a professional basketball arena on parcels of real property owned by the city as well as private citizens and businesses. Under the ENA, the city was obligated "to use its best efforts to acquire the parcels of real property" owned by private parties by voluntary sale, or possibly by exercising eminent domain. Information of the location and scope of the potential project was only made available to the public in the Economic and Community Development Department's report to the mayor and city council, as well as in the ENA itself. Those two documents were presumably attached to the agenda electronically on the city's web site. However, the Brown Act requires that a sufficient description be listed on the agenda itself to give the public fair notice. The public does not bear the burden to inspect related documents to glean the essential nature of what the city council will consider. Therefore, the agenda description did not comply with the requirements of the Brown Act.

It should be noted that the deficiency of the agenda description appears to have been part of concerted efforts between representatives of the city and the Murphy's Bowl LLC to limit the notice given to the public. Evidence reveals that the matter was set for a special meeting rather than a regular meeting to reduce the time required to give public notice from 72 hours to 24 hours before the meeting. Furthermore, the generic name of Murphy's Bowl LLC was used intentionally to obfuscate the identity of the proposed project and those associated with it. Although these tactics were not violations per se of the Brown Act, they indicate concerted efforts to act contrary to the spirit of the Brown Act. Although the evidence is not sufficient to prove that any member of the city council participated in these efforts to obfuscate, the city council bears the ultimate responsibility to comply with the Brown Act.

Violations relating to the agenda description of an item of business could render action by the city council null and void. However, because the complaint was received after the time limits to remedy the violation, no action will be taken at this time. Nonetheless, we sincerely hope that this letter will assist the city council in ensuring that such violations will not recur in the future.

Very truly yours,

JACKIE LACEY
District Attorney

By 

Bjorn Dodd
Deputy District Attorney

cc: Kenneth R. Campos, City Attorney