



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

GEORGE GASCÓN • District Attorney
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February 26, 2021

Marvin McMcoy
therealmccoymarketinggroup@gmail.com

Dear Mr. McCoy:

We are writing to acknowledge receipt of your emailed complaint of February 25, 2021.

In your letter, you ask this office to investigate Inglewood Mayor James Butts and the Inglewood City Council for alleged "gifting of public funds." In support of this allegation, you attached a news article published in the Torrance Daily Breeze on July 29, 2020.

This office previously investigated these allegations and concluded that no crime could be proved. A report summarizing this finding is enclosed for your reference.

Very truly yours,

GEORGE GASCÓN
District Attorney

By: 

ALAN YOCHELSON
Head Deputy

Enc.

CLOSING MEMORANDUM

TO: FILE
FROM: MICHELE GILMER, Deputy District Attorney
PUBLIC INTEGRITY DIVISION
SUBJECT: PID# 18-0252
DATE: FEBRUARY 5, 2020

MG

Scott
2-5-20

I. INTRODUCTION

The complainant alleges that officials for the city of Inglewood illegally spent public funds and therefore violated Penal Code section 424. For the reasons discussed below, the evidence is insufficient to prove the allegation.

Melanie Mc Dade-Dickens (Dickens) worked for the city of Inglewood. Prior to her position with the city she worked for James Butt's Mayoral campaign. Dickens was later hired as a Senior Assistant to the Mayor in 2013 and earned approximately \$70,000. In 2016 she promoted as the Executive Assistant to the Mayor and the City Manager of Inglewood. From 2013-2018 Dickens compensation including benefits increased from \$117,825.25 to \$423,833.28.

Complainant alleges Dickens salary is "out of proportion with the work done or compensation provided to other similar employees." Complainant references an article by the website 2Urban girls in which it is noted "Residents in a swanky Inglewood enclave share with 2UrbanGirls that they see the Mayor and McDade coming/going from a home that they are believed to share." (<http://2urbangirls.com/whats-going-on-in-inglewood-city-hall-possible-pay-to-play>)

Complainant contends that "it appears compensation to McDade-Dickens is made for private purposes at the behest of Mayor James Butts and that it is therefore a misuse of public funds."

II. SUMMARY OF FACTS

Interviews with city officials were conducted and compensation records reviewed. In 2016 Dickens was given additional responsibilities and promoted to Executive Assistant to the Mayor and City Manager of the city of Inglewood. The job bulletin for the position indicated that she would "oversee and assist in the completion of critical projects for the Mayor, City Administration, and/or City Council." In 2017, the city increased the duties of her position. In addition to her existing duties, she served as the department head for Emergency Management and Parking Enterprise Services. Dickens also assumed the duties and responsibilities of the Assistant City Manager in times of that person's absence. Dickens' base salary was increased

and she received "assignment pay."¹ On June 21, 2017, City Manager Artie Fields generated a Memorandum which requested Dickens receive "acting pay" to perform the duties of the Assistant City Manager while the incumbent was on a leave of absence retroactive to April 22, 2017.² A separate document was also submitted requesting assignment pay for Dickens effective January 3, 2017. On June 27, 2018 Fields requested that Dickens receive acting and assignment pay at the same time. *Fields later submitted documentation to delete the acting pay and designate only assignment pay effective April 22, 2017.* Dickens only received assignment pay in 2019.

Pursuant to the Memorandum of Understanding between the City of Inglewood and the Inglewood Executive Organization(IEO) January 1, 2014 – December 31, 2015 and October 1, 2016 – December 31, 2020 an employee cannot receive assignment and acting pay at the same time.

(Article II. Section VI – Special Assignment Pay (B. Limitations) (MOU 2014- 2015):

1. Executive employees shall not be eligible for "acting" appointments or supervisory differential compensation during the time they receive special assignment pay. This special assignment pay is not available to executive employees whose duties have changed as a result of an increase in duties."

(Article III. Section V – Supplemental Compensation (E Special Assignment Pay) (MOU 2016-2020):

3. A unit employee shall not be eligible for "acting" appointments or supervisory differential compensation during the time they receive Special Assignment Pay.

Representatives for the city of Inglewood acknowledged that Dickens received acting and assignment pay simultaneously contrary their Memorandum of Understanding. However, they retroactively deleted all acting pay designations.

¹ The Memorandum of Understanding between the city of Inglewood and the Inglewood Management Employment Organization allows an employee to receive special assignment pay as compensation when "a city employee volunteers or otherwise agrees to perform special projects or additional duties outside the scope of his/her normal responsibilities." The new duties cannot result in an acting appointment. In addition, the employee must perform the duties consistently for more than twenty consecutive days.

² The Memorandum of Understanding between the city of Inglewood and the Inglewood Management Employment Organization allows an employee to receive acting pay "when the employee is appointed to perform the responsibilities of a vacated or newly-created full time position of a higher level than that currently held by the employee." "A vacated position is one in which the incumbent employee has been given extended leave of one pay period or more or has been terminated." Acting appointments may not be extended for more than 90 days without approval from the City Manager."

CONCLUSION

Penal Code section 424(a) defines the crime of misappropriation of public funds.

Each officer of this state, or of any county, city, town, or district of this state, and every other person charged with the receipt, safekeeping, transfer, or disbursement of *public moneys*, who:

(1) *Without authority of law*, appropriates the same, or any portion thereof, to his or her own use, or to the use of another...

Previously, section 424(a) was held to be a general intent crime. However, in *Stark v. Superior Court* (2011) 52 Cal.4th 368, the court held that section 424(a) requires proof that the defendant either knew his or her conduct was without authority of law, or was criminally negligent in failing to know that his or her acts or omissions in appropriating public funds were without authority of law.

There is insufficient evidence to prove beyond a reasonable doubt that representatives for the city of Inglewood misappropriated public funds. There is no evidence to suggest that anyone intended or was criminally negligent in failing to know that he/she was without authority of law in authorizing Dickens to receive acting and assignment pay simultaneously. In fact, once the mistake was realized, the city manager retroactively corrected Dickens salary designations in accordance with the Memorandum of Understanding between the City of Inglewood and the Inglewood Executive Organization.

Although complainant feels that Dickens compensation is disproportionate to those in similar positions, the District Attorney's office does not have jurisdiction to determine the salary of Inglewood city employees. Aside from speculation, there is insufficient evidence to prove Dickens compensation was for "private purposes at the behest of Mayor James Butts." Accordingly, this case is closed.