

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. 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
04/05/2022
5:30 PM**

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

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

WORKSHOP

4:00 P.M. - FISCAL YEAR 2022-2023 BUDGET

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

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 – 4:30 p.m.

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

Michael Fletcher, et al. v. City of Compton, LASC Case No. BC670866
Jerry Durant v. City of Compton, LASC Case No. 22STCV09360
Jerry Leggett v. City of Compton, LASC Case No. 19STCV40919
City of Compton v. County of Los Angeles, LASC Case No. 21CMCV00248
Demense Corp. v. City of Compton, LASC Case No. BC706202
Craig J. Cornwell v. City of Compton, LASC Case No. 22STCCV07996
Pursuant to Government Code Section 54856.9(a)

RECESS TO CLOSED SESSION

OPENING

PUBLIC MEETING – 5:30 P.M.

REPORT ON CLOSED SESSION ACTION(S)

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. MARCH 1, 2022

PLANNING AND ECONOMIC DEVELOPMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE FINAL TRACT MAP NO. 83170 FOR RECORDATION TO DEVELOP 29-UNIT CONDOMINIUMS LOCATED AT 1950 NORTH CENTRAL AVENUE BY THE OLSON COMPANY

PUBLIC WORKS DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR ALL PRO FENCE COMPANY FOR THE REPLACEMENT OF DRIVEWAY ROLL GATES AND MOTOR AT 458 S. ALAMEDA STREET IN THE AMOUNT OF \$14,256.00

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

4. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS,
BOARDS/COMMISSIONS AND COMMITTEES

CITY COUNCIL, DISTRICT 1 APPOINTMENT
(DISCUSSION/ACTION)

CITY MANAGER'S REPORT

5. EMPLOYEE RECOGNITION:
Michelle Blue - City Controller's Office
Dawn Riles - City Controller's Office
6. A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON
THE PROPOSED CHANGES TO THE ANNUAL ACTION PLAN (April 26, 2022 at
5:40 p.m.)

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY
OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION
(S.E.I.U), LOCAL 721, PUBLIC SAFETY AUXILIARY FOR FISCAL YEARS 2019-
2022
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY
OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION
(S.E.I.U), LOCAL 721, MAINTENANCE AND TRADES FOR FISCAL YEARS 2019-
2022
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL WATER
DEPARTMENT'S FISCAL YEAR 2021-2022 BUDGET AND TRANSFERRING
FUNDS BETWEEN VARIOUS ACCOUNTS
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE MUNICIPAL WATER DEPARTMENT'S FISCAL YEAR 2021-
2022 BUDGET AND APPROPRIATING SEVEN MILLION NINE HUNDRED
EIGHTY-EIGHT THOUSAND DOLLARS (\$7,988,000.00) OF AMERICAN RESCUE
PLAN ACT FUNDS TO THE OPERATING BUDGET

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT TO EXTEND THE TERMS WITH AND ESTABLISH A PURCHASE ORDER FOR JMC2 ENGINEERING + SURVEYING TO PROVIDE ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES PURSUANT TO THE ALAMEDA-STATE ROUTE 91 URBAN GREENING/FORESTRY AND WATER RECLAMATION GRANT PROJECT (\$91,481.80)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 4/12/2022 @ 5:30 PM

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

MARCH 1, 2022

The Compton City Council meeting was called to order at 5:40 p.m. by Mayor Emma Sharif. The Moment of Silence Ceremony and the Pledge of Allegiance was also led by Mayor Sharif.

ROLL CALL

Council Members Present – J. Bowers, L. Darden, Mayor E. Sharif

Council Members Absent – M. Chambers (*Entered the meeting at 6:32 p.m.*), **I. Galvan**

Other Officials Present: E. Perrodin, A. Godwin, B. Mims, R. Simpson

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Deidra Burr spoke on behalf of her family regarding the remodeling of her home, and the complications she has experienced with the process. Ms. Burr indicated that she has received inconsistent information and issues associated with the Accessory Dwelling Units and the garage requirements in the City and the Compton Municipal Code and further requested that the City address Planning Laws associated with Senate Bill 9. Mr. Burr then commended City employee Victor Orozco for his assistance and further provided photographs of her homes concerning her property changes and further requested that the Council provide assistance and direction relative to her issues.

Connie Halbig urged the City to re-open all park facilities to the residents and remove the individuals housed in Lueders park and require the organization to repay the money they received. Ms. Halbig also encouraged the City Council to stop the photo opportunities and improve all of the streets, as there has been no work done on Parmelee Street.

Harold Durbin, representing the College of Instrument Technology (CIT) repeated his proposal regarding his strong interest in the 18 acres of property on Alondra Boulevard and further indicated that he would like to assist the City by safely remediating the site and performing street repairs and the like to provide for a training center for the students of his institute. Mr. Durbin then stated that if the site on Alondra is not available, he would consider the location at 700 E. Bullis Road under the Career Link banner. Mr. Durbin then requested a meeting with the City Manager to discuss a plan to improve Compton's infrastructure and noted that there is federal funding available for the project.

Marcia Durbin, also representing the College of Instrument Technology (CIT), indicated that representatives of the college would like to meet with the City Manager to discuss the project on Alondra Boulevard.

Maria Villareal, CEO-Latino Chamber of Commerce, expressed her wishes that the new City Manager will be successful and stay with the City for the entire 3 years of his contract. Ms. Villareal thanked Assemblyman Mike Gipson and Councilmember Lillie Darden for attending the recent event held by the Chamber. Ms. Villareal encouraged the City to assist with the local vendors in obtaining business licenses and provide guidelines for their operation and make certain they are from the City of Compton. Ms. Villareal concluded by urging the City Councilmembers to respect the audience and work together to improve the City.

Jacqueline Venters commented that the City Councilmembers are not being transparent and communicating with the residents, she added that the community is opposed to the new housing developments in the City, however, the Council is not listening to the demands of the residents. Ms. Venters indicated that the residents are concerned that the elected officials must be bonded to protect the City and further urged the Council to provide better street lighting, street improvements and most importantly, clean up the City.

Anthony Lewis spoke in favor of CIT and the programs and assistance they will provide for the residents and their efforts towards revamping and upgrading of the City's infrastructure. Mr. Lewis thanked Councilman Bowers and the City Manager for their support and assistance with Woodlawn Memorial Park. Mr. Lewis spoke regarding the succession of power and indicated that

some of the Councilmembers are having to play ‘catch up’ because files and laptops were taken by previous Councilmembers.

Christal Glass commented that members of the community have approached the City Council with their concerns, however, no solutions or resolutions are offered. Ms. Glass then indicated that the issues regarding non-profits are not being addressed and further stated that the youth of the community are not presented with programs or activities to guide them on the right path and avoid the gangs. Ms. Glass further commented that Councilmember candidates visit the various churches and ask for votes; however, once they are elected, they forget about the promises they made to the voters. Ms. Glass requested that the City Council devise a plan of action provide positive results for the residents.

B J. Douglas, United Rings of America, commented that when Mr. Eric Perrodin was Mayor, he accomplished a great deal of support for the youth of the community including the Student of the Month program, field trips and positive forms of recreation. Mr. Douglas indicated that it has been a tumultuous 2 years with the pandemic and encouraged the City Council to get the youth off the streets and provide recreation and open a path for a positive future. Mr. Douglas mentioned Operation America’s Dream, which has been very instrumental in providing positive opportunities for the youth and added that we must bring honor back to the students and the City of Compton.

DeSean “Showtime” announced that Compton Mania will showcase many outstanding Wrestlers in the City of Compton and invited the community to attend this event. Mr. Showtime indicated that well known Wrestlers will be participating in the event on March 5, 2022, and further indicated that he plans to build a school in the City to train and assist the students of Compton.

Muhamad Mubarak thanked Mayor Sharif for inviting him to be a part of the Black History celebration and further noted that it was an honor and a privilege to display his work to the residents of the City of Compton.

Joyce Kelly demanded that the Chamber of Commerce be removed from City property and further indicated that the City’s potholes have now turned into sinkholes. Ms. Kelly further commented that the City is dark due to inadequate lighting and stated the traffic signal on Alameda and Greenleaf must be repaired as soon as possible. Ms. Kelly commented that the old administration must be removed and further encouraged the Council to build a decent City for the residents and concluded by stating that she has rights under the U. S. Constitution and there is no way that the Council will not take those rights away from the residents.

Ms. Janice Jackson commented that on the last City Council agenda, there was a resolution regarding Microsoft and a Councilmember mentioned the expense of the item, but stated that Bill Gates has a monopoly on the industry, and if the City does not pay, they will not be able to operate their computers. Ms. Jackson raised concerns that each week the residents present their concerns and issues, however, their concerns are not addressed. She further commented that the City Council can use the same procedure they used to evict Maria Villareal from her location to remove the Compton Chamber from Lueders park. Ms. Jackson indicated that a Councilmember is telling the community that the Chamber of Commerce must be removed, but all that Member has to do is make a motion and vote to remove the organization from Lueders park.

Missy Barber stated that the youth of the community must be provided with the Sumer Youth Work program and added that all of her children went through the program and they are very successful. Ms. Barber repeated her request that the City Treasurer provide financial reports to the community detailing the amount totals in each of the City’s accounts, as well as the total amount in the various discretionary funds. She further stated that the residents have also been asking if the City Treasurer is bonded, however, she has not received a response, and further questioned what would be the City and the taxpayers’ liability. Ms. Barber noted that illegal vehicle street takeovers occur every night and further questioned what the City plans to do to combat this activity.

Lynn Boone stated that agenda item Number 2 should be addressed under the Successor Agency agenda and further commented that agenda item Numbers 6 and 7 are the same items brought back to the Council and further stated that item Number 6 is actually illegal and indicated that the City cannot amend an agreement or contract without going out for bid. Ms. Boone further stated that in accordance with the City Charter, the City must have a City Engineer and a Street

Superintendent. Ms. Boone raised concerns that the City Charter is being violated and added that she has the proof to validate her claims.

Fidel Marquez raised concerns regarding agenda item Numbers 6 and 7 and indicated that together both items total over one million dollars and noted that if the City had a Civil Engineer, the City would not be spending this amount of money; and further indicated that the funds should be used to repave the streets. Mr. Marquez also stated that the residents surrounding the development near Parmalee and Piru have experienced numerous problems including a high volume of dust and dirt as a result of the construction traffic. He then stated that a 3-year contract for the new City Manager is too much time, adding that he researched the City Manager, and he does not stay in one place too long. Mr. Marquez then requested that the City Council work together to improve the City.

Unidentified Speaker expressed her many concerns to the City Council regarding the missing or faded-out street signs and inadequate lighting around the City and high property taxes paid by the residents, however, they receive nothing in return. She encouraged the City Council to repave the streets and further stated that housing developments should not take precedence over street maintenance, signage and completely revitalizing the City of Compton.

REGULAR AGENDA

CITY MANAGER'S REPORT

1. LEGISLATION UPDATE REPORT - Caliph & Mel Assagai, California Policy Solutions

Attorneys Caliph and Mel Assagai Chief strategist for California Policy Solutions provided a legislative update and legislative engagement strategy for the City of Compton.

Attorney Assagai reported that the firm's goals are:

- Create an efficient, streamlined process to engage the Council and legislative matters a critical juncture and insured that the city of Compton's voice is heard when it matters.
- Provide strategic advice and recommendations to the mayor and council on when and how to engage.
- Require a minimal time from Mayor and Council in matters that are not of urgent importance.

2021-2022 Legislative Session Highlights – Key City-sponsored *signed* legislation

- **AB 659** – (Gipson) - Endowment care cemeteries: examination, investigation, and discipline parentheses (Woodlawn Cemetery) – increases the minimum dollar amount that must be deposited into a cemetery endowment care trust fund
- **AB 58** – (Gipson) – peace officers: law enforcement gangs – Defines a law enforcement gang, a group of law enforcement officers within an agency that engages in a pattern of specified unlawful or unethical on-duty behavior and would require law-enforcement agencies to have a policy prohibiting law enforcement and making participation, as specified, in a law enforcement gang grounds for termination.
- **SB 2** – (Bradford) – police officers: certification: civil rights – Under current law, the Tom Bane Civil Rights Act, if a person or persons, whether or not acting under color of law, interferes or attempts to interfere by threats, intimidation, or coercion, with exercise or enjoyment by any individual or individuals of rights secured by the Constitution or laws of the United States or the right secured by the Constitution or laws of this state, the Attorney General, or any district attorney or city attorney is authorized to bring a civil action for injunctive and other appropriate relief.

- **SB 796** – (Bradford) – State parks: state beaches: County of Los Angeles: Manhattan State Beach (Bruce’s Beach) – would exclude specific property located in Manhattan State Beach, commonly known as Princess Beach, from requirement that the property be used only for public recreation and beach purposes in perpetuity and found those specified restrictions.

Legislative Review and Prioritization

- CPS will review all legislation introduced in the Legislature.
- CPS will flag, track, and analyze all legislation relating to, or potentially impacting the city of Compton.
- CPS will recommend legislation for the city to support, and recommend a level of support for each bill.
- And highest priority, CPS will recommend counsel adopt a resolution and support of that legislation.

Attorneys Caliph and Mel Assagai thanked the City of Compton and the residents for allowing them to serve the City and provided this critical service.

NEW BUSINESS

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT OF THE PROPERTY MAINTENANCE SERVICES AGREEMENT WITH NEW WEST LANDSCAPING AND INCREASE THE OPEN PURCHASE ORDER TO PROVIDE COMPENSATION FOR ADDITIONAL SERVICES RENDERED DURING FISCAL YEAR 2021-2022 (\$14,400)

It was moved by Chambers, seconded by Darden, that the resolution be adopted.

Councilman Bowers raised concerns that this item is continually being amended, and further suggested that the item be handled by the new City Manager.

Resolution Number 25,615 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT OF THE PROPERTY MAINTENANCE SERVICES AGREEMENT WITH NEW WEST LANDSCAPING AND INCREASE THE OPEN PURCHASE ORDER TO PROVIDE COMPENSATION FOR ADDITIONAL SERVICES RENDERED DURING FISCAL YEAR 2021-2022**’ was adopted by the following vote on roll call:

AYES: Council Members – Chambers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – Galvan
ABSTAIN: Council Members – Bowers

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A THREE (3) YEAR EMPLOYMENT AGREEMENT WITH THOMAS THOMAS TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON (\$221,000.00)

On motion by Chambers, seconded by Darden, **Resolution Number 25,616** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A THREE (3) YEAR EMPLOYMENT AGREEMENT WITH THOMAS THOMAS TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON**’ was adopted by the following vote on roll call:

AYES: Council Members – Chambers, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – Galvan

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE ANNUAL PURCHASE ORDERS TO INSIGHT PUBLIC SECTOR, INC. FOR MICROSOFT SOFTWARE LICENSES COVERING A THIRTY SIX (36) MONTH TERM IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED AND EIGHTY-FOUR DOLLARS (\$214,984.00)

It was moved by Darden, seconded by Chambers, that the resolution be adopted.

Councilman Bowers commented this item should have been presented to the Council three or four months ago and added that waiting until the 11th hour is completely unacceptable.

Resolution Number 25,617 entitled ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE ANNUAL PURCHASE ORDERS TO INSIGHT PUBLIC SECTOR, INC. FOR MICROSOFT SOFTWARE LICENSES COVERING A THIRTY SIX (36) MONTH TERM IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED AND EIGHTY-FOUR DOLLARS’ was adopted by the following vote on roll call:

AYES: Council Members – Chambers, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – Galvan

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH EMERGENCY PLANNING CONSULTANTS (EPC) TO REVISE AND UPDATE THE CITY'S HAZARD MITIGATION PLAN (\$45,000) AND TO AMEND THE FISCAL YEAR 2021-2022 REVENUE BUDGET TO APPROPRIATE ANTICIPATED GRANT REVENUE OF THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY (\$33,750.00)

On motion by Chambers, seconded by Darden, that the resolution be adopted.

City Manager Simpson indicated that local government agencies must adopt a Hazard Mitigation Plan and update it every five years to remain eligible for various pre-and-post disaster grants and community assistance from the Federal Emergency Management Agency (FEMA).

Resolution Number 25,618 entitled ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH EMERGENCY PLANNING CONSULTANTS (EPC) TO REVISE AND UPDATE THE CITY'S HAZARD MITIGATION PLAN (\$45,000) AND TO AMEND THE FISCAL YEAR 2021-2022 REVENUE BUDGET TO APPROPRIATE ANTICIPATED GRANT REVENUE OF THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY’ was adopted by the following vote on roll call:

AYES: Council Members – Chambers, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – Galvan

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR INTERWEST CONSULTING GROUP TO PROVIDE ON-CALL CIVIL AND TRAFFIC ENGINEERING SERVICES (\$343,520)

It was moved by Chambers, seconded by Darden, that the resolution be adopted.

Councilman Bowers questioned why the City is putting this much money into the same area with two different entities.

City Manager Simpson indicated that Interwest Consulting Group will be offering a power point presentation relative to this item.

Necole Jules, representing Interwest Consulting Group, provided a power point presentation which detailed the work performed by the company in addition to the costs associated with the various contracts and amendments:

July 2020 – Professional Services contract (\$150,000)

- Development Project Plan Review
- Traffic Study Review
- Traffic warrant studies/Policy development
- Regional Representation (Grants)

April 2021 – 1st Amendment (\$175,000)

- Coordination of bridge closure mitigations (Artesia Bridge & Rosecrans Bridge)
- Palmer Avenue Street Renaming
- Annual Residential Street Rehab Phase 2 Project
- Compton Blvd & Pedestrian Safety HSIP Grants
- 4 Fire station Driveway Apron Projects
- Multi-Grade (Equestrian Crossing) at 408 & 412 Alondra Project
- METRO SR-91/Central Project Development
- I-710 TAC Measure R Grant Fund Award
- Private Development Review
- Traffic Engineering Policies & Requests

November 2021 – 2nd Amendment (\$269,292.50)

- Continued Private Development Review
- Continued Capital Project Delivery
- Regional Grant Funding for Santa Fe Ave/Artesia Blvd & Rosecrans Ave/Alondra Ave intersections
- Coordinated ITS signal projects with LA County DPW & Metro
- Reviewed Pavement Management System
- Managed Neighborhood Traffic Calming Requests (Speed Humps)
- Multi-Grade (Equestrian Crossing) at 408 & 412 Alondra Project
- METRO SR-91/Central Project Development
- I-710 TAC Measure R Grant Fund Award
- Traffic Engineering Policies & Requests

March 2022 – 3rd Amendment

- Tonight's Action agenda item Number 6

Resolution Number 25,619 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR INTERWEST CONSULTING GROUP TO PROVIDE ON-CALL CIVIL AND TRAFFIC ENGINEERING SERVICES**’ was adopted by the following vote on roll call:

AYES: Council Members – Chambers, Darden, Sharif

NOES: Council Members – None

ABSENT: Council Members – Galvan

ABSTAIN: Council Members – Bowers

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JMD TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE COMPTON BOULEVARD STREET IMPROVEMENT PROJECT, CIP# 18-03 (\$932,644.98)

It was moved by Chambers, seconded by Darden, that the resolution be adopted.

Councilmember Darden commented that this item began in July 2016 where the City was awarded grant funds from the highway safety improvement program, whereby the City received \$1,691,000. In August 2016 the City received another grant from the same highway safety improvement program for \$1,168,000. Councilmember Darden then stated that there were problems with the item when it was on the agenda on February 8, 2022, and that since then, she has met with the City Manager, Assistant City Manager and the Project Manager and all her questions have been answered and satisfied. Councilmember Darden then stated that this is a step in the right direction to repair the streets.

AYES: Council Members – Chambers, Bowers, Darden, Sharif

NOES: Council Members – None

ABSENT: Council Members – Galvan

COUNCIL COMMENTS

Councilmember Chambers offered the following communications/announcements:

- Invited the residents to attend a community meeting at Gonzales Park, 1101 S. Cressey Street on March 10, 2022, from 6:00 p.m. to 7:00 p.m.
- Announced that Dodger's Dream Field Baseball invites parents to sign-up their children to participate as the Dodger's Dream Team is currently accepting applications for youth between the ages of 5 and 18.
- Announced that the City Manager has ordered the equipment necessary to repair the traffic signal on 134th Street and indicated the traffic light will be repaired as soon as possible and further requested that the City install a STOP sign at 133rd and Parmalee and a Street sign for Piru.
- Requested an update from Los Angeles Homeless Services Authority (LAHSA) regarding the unsheltered population and their services and an update from Compton Sheriff's Captain LaTanya Clark on street takeovers and marijuana dispensaries.
- Requested a resolution recognizing and supporting March as Women's History Month.
- Congratulated **Will Smith** for winning the NACCP Image Award for his portrayal of Richard Williams in the movie '**King Richard**' which was filmed in Compton.
- Requested that the City Council meeting be adjourned in memory of **Tracey Johnson** and **Tameka L. Sanchez**.

Councilmember Bowers offered the following communications/announcements:

- Commented on his conversation with elementary school students and Compton professionals regarding the significance of celebrating Black History Month and added this year's theme was Black Excellence inclusive of health and wellness and noted that it was a joy to impart this important information to the next generation of leaders and further thanked everyone involved with the event.
- Announced the return of the free Covid-19 testing site at Burrell MacDonald park--- the site will operate weekly on Mondays and Fridays only beginning at 9:00 a.m. until supplies are exhausted -- the testing lab will use rapid testing kits.
- Commented that many citizens are frustrated because of the lack of the dissemination of information relative to what is taking place in the City and requested that the City Manager provide regular reports to the community.
- Commented on the recent decline in Covid-19 cases and further suggested that the City park facilities be reopened to the community as soon as possible.
- Commented on the outstanding Youth boxing program at the YAL Center in Compton.

Councilmember Darden offered the following communications/announcements:

- Commented that a citizen raised concerns regarding the inferior products at the ALDI Grocery Store in Compton and further indicated that she visited the location and spoke with management of the store and invited them to attend a City Council meeting and share their business model and added that she will update the community after she has made contact with the corporate office.
- Indicated that she and the Mayor recently met with the Professional Golf Association regarding programs that will be offered at the Par 3 Golf Course in Compton—whereby they will develop a plan to re-institute the use of the facility.
- Commented on the hugely successful networking event held by the Latino Chamber of Commerce in collaboration with Assemblyman Mike Gipson---and noted that this was a very informative business session and there was extensive discussion regarding the repair of the Artesia Bridge.
- Commented on the wonderful Black History celebration at Dollarhide Community Center which featured many outstanding Vendors and the incredible young people in the community that have developed ‘home-based’ businesses and further thanked Mayor Sharif for sponsoring this delightful event.
- Suggested that the City Manager coordinate a ‘Welcome Reception’ for the new City Manager, Mr. Thomas E. Thomas, Jr. to introduce him to the Compton community.
- Requested that the City Council meeting be adjourned in memory of **Sally E. Valdea**.

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif requested an update from the City Manager relative to the City informational telephone hotline at the Dollarhide Community Center and added that she would like to ensure that the community is able to access the system to receive critical information.
- Mayor Sharif commented on the hugely successful Black History Month celebration and thanked all the wonderful City partners and community members for their participation in the event. Mayor Sharif thanked everyone involved with the various events and further thanked the residents for participating and added it was an honor to celebrate the rich Black History and Compton history, and further thanked Assemblyman Mike Gipson for his attendance. Mayor Sharif thanked the Compton 125 Historical Society and offered a very special “Thank You” to her Secretary, Shanice McKinley Reed, for her dedication and hard work in coordinating the event.
- Mayor Sharif announced that the Los Angeles County Department of Health is offering free in-home Covid-19 vaccinations---please call: 833-540-0473 or visit the Los Angeles County Department of Health’s website for additional information.
- Mayor Sharif announced that Compton Community College will continue to provide free Covid-19 testing on campus at the Student Health center.
- Mayor Sharif commented that she would like for the new City Manager to place an item on the City Council meeting agenda to develop a plan to address the concerns and priorities of the residents of Compton.
- Mayor Sharif requested that the City Council meeting be adjourned in memory of **Adrian Davis**.

ADJOURNMENT

On motion by Chambers, seconded by Darden, the meeting was adjourned in memory of **Tracey Johnson, Tameka L. Sanchez, Sallie Valdea, and Adrian Davis** at 7:31 p.m. by the following vote on roll call:

AYES: Council Members – Chambers, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – Galvan

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

April 5, 2022

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE FINAL TRACT MAP NO. 83170 FOR RECORDATION TO DEVELOP 29-UNIT CONDOMINIUMS LOCATED AT 1950 NORTH CENTRAL AVENUE BY THE OLSON COMPANY

SUMMARY

Staff is requesting the City Council adopt a resolution approving the Final Tract Map No. 83170 for recordation to create 29-unit condominiums located at 1950 North Central Avenue developed by the Olson Company.

BACKGROUND

The Olsen Company applied for a Tentative Tract Map in accordance with Section 28 of the Compton Municipal Code to develop 29-unit condominiums at 1950 North Central Avenue. On July 13, 2021, pursuant to Resolution No. 25,525, City Council approved the Tentative Tract Map No. 83170.

FINDINGS FOR APPROVAL OF TENTATIVE TRACT MAP NO. 83170:

The Tentative Tract Map No. 83170, a request to develop a 29-unit condominium map for the property located at 1950 North Central Avenue, the Olson Company has met the following conditions:

1. The Tentative Tract Map No. 83170 shall be contingent on adoption of Mitigated Negative Declaration No. 948 and approval and adoption of Change of Zone Case No. 2020-002.
2. In accordance with Section 28-4.23 of the Compton Municipal Code, fee in lieu of dedication of land, shall be allocated to the Department of Parks and Recreation in an amount equal to 5.3% of the fair market value of the land comprising the subdivision. That said fees shall be payable prior to issuance of certificate of occupancy for the units.
3. The applicant and/or developer shall file with the City all deposits and bonds as the City Engineer and/or City Building Official determines as necessary to comply with Section 28-11 of the Compton Municipal Code.
4. The owner submit a title report no older than one year.
5. Any required CC&R's for the subject subdivision shall be subject to review and approval by the City Attorney prior to approval of the Final Map.
6. Each unit shall have separate utility service individually metered (i.e. electric, water, gas, etc.).

7. A boundary and topographic survey by a license surveyor showing monuments for all the property owners and any found or set monuments as well be submitted. This survey will be based on a valid Basis of Bearing based on a recorded document and a Benchmark with an identification, location and elevation.
8. The applicant and/or developer shall replace and/or repair sidewalks, curbs, gutters or parkways located adjacent to the subject site along Central Avenue and 134th Street as required and directed by the Public Works Director.
9. A street plan will be submitted showing street, sidewalks, curb and gutters in the public right-of-way for the approval by the City Engineer.
10. An on-site paving plan be submitted for the approval of the City Engineer.
11. Grading and drainage plans and hydrology report, as required by Public Works and Building and Safety Departments, shall be submitted to and approved of the City Engineer prior to submittal of the Final Map.
12. An Erosion Control be submitted with the grading plan to prevent sediment and run-off from the site during construction for the approval of the City Engineer.
13. A Geotechnical Study be conducted for the site with recommendations be for the buildings and pavement and if infiltration will be implemented, provide a percolation test.
14. All utility lines (i.e. electric, street lighting, cable/satellite television, telephone, etc.) shall be placed underground. As on-site utility plan shall be submitted for the approval of the City Engineer.
15. The Street Lighting provide a photometric plan for both off-site along Central Avenue and 134th Street and onsite to justify the offsite Street Lighting Plan and the locations of the onsite light poles on that separate onsite lighting plan.
16. An on-site sewer plan delineating the connections to the individual units be submitted for the approval of the City Engineer.
17. An off-site sewer plan delineating the connection to the sewer main be submitted for the approval of the City Engineer.
18. A plan for providing water service to the subdivision, including all necessary easements and meter locations, shall be submitted to and approved by the Public Works and Water Departments prior to submission of the Final Map. Water lines, including any required upgrades shall be built to City standards.
19. A plan for providing sewer service to the subdivision including all necessary easements and sewer line upgrades, shall be submitted to and approved by the City Engineer and that the sewer lines, including upgrades shall be built to City standards
20. Elevations of all building pad (s) shall be above the flood level per the current Los Angeles County Flood Control Districts requirements (LACFCD). Submit Hydrology/Hydraulics Analysis in compliance with the LACFCD's requirements for review/approval by the City.
21. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to the National Pollutant Discharge Elimination System (NPDES, LID, SUSMP, etc.) requirements.

22. A Low Impact Development (LID) be submitted for the development showing post construction storm water Best Management Practices (BMP's).
23. A Storm Water Management Plan be submitted for the development showing post construction storm water Best Management Practices (BMP's).
24. An on-site storm drain plan be submitted showing the connections to the roof drains are being properly filtered and discharged to an approved drainage facility.
25. An onsite landscaping plan be submitted in compliance with the State MWELo requirements for the approval of the City Engineer.
26. Prior to Final Map approval, the final site and circulation plan must be reviewed and approved by the City of Compton Fire Department to ensure the development conforms with the following but not limited to: fire hydrants, fire lanes, development access points, etc.
27. The number, spacing, and location of all required fire hydrants shall be reviewed and approved by the Fire and Water Departments.
28. Preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and Chapter 28 inclusive of the Compton Municipal Code.
29. A copy of the Final Map and copies of all improvement plans shall be submitted to the Planning Department and Public Works Department for inclusion in the project files prior to approval of the Final Map by the City Engineer.
30. Construction and property development shall comply with all applicable Federal, State, County, Local Codes, including but not limited to the Compton Municipal Codes, Building Codes, Fire Codes, Housing Codes, Zoning Codes, etc.
31. The applicant or property owner shall be responsible for maintenance of the property in accordance with all applicable local ordinances.
32. If required by the Fire Department, a California licensed Professional Engineer must prepare a water pressure analysis for the project and shall be submitted for review and approval by the City's Public Works Engineering Department.
33. Prior to the issuance of the certificate of occupancy, the applicant and/or developer must implement all Fire Department requirements, which may include, but are not limited to, emergency access, parking prohibitions, fire sprinklers, know-box or key, on-site fire hydrants, fire escapes, fire alarms etc.
34. All emergency and fire access points and fire lanes shall be maintained free of obstructions at all times.
35. All entry gates shall also be equipped with Knox boxes or Knox key switches for power-activated gates, as approved by the Fire Department.
36. The applicant, property manager/HOA, or other responsible party shall be required to implement graffiti removal within three (3) days of notification by the City.
37. The interior and exterior of the property shall be maintained free of trash and debris, and that suitable trash bins shall be maintained on site throughout the construction period.
38. All conditions of this approval shall be recorded so that future owners/operators will be informed of rights and restrictions placed on the property while this approval is in force.

39. The property shall be developed substantially in accordance with the approved site plan, floor plans, elevations, improvement plans and other documents for the 134th and Central Specific Plan as part of Change of Zone 2020-002 unless otherwise modified by the Community Development Department. Substantial changes/modifications shall be referred back to the Planning Commission for review and determination.
40. A copy of these conditions of approval shall be attached to the plan-check set of plans submitted to the Building Department for plan check as a detail sheet.
41. The applicant shall enter into a fair share agreement with the City for the installation of a traffic signal at the intersection of 134th Street and Central Avenue prior to the issuance of certificates of occupancy. The fair share agreement shall be reviewed and approved by the Public Works Engineering Department.
42. Tentative Parcel Map No. 83170 shall expire 24 months after City Council approval except as provided under the provisions of California Government Code Section 66452.6. The subdivision proposed by Tentative Parcel Map No. 83170 shall not be effective until such time that a final map is recorded.

STATEMENT OF THE ISSUE

The Final Map shall be approved by City Council and recorded prior to issuance of a building permits. The preparation and recordation of the Final Map met all requirements of the Subdivision Map Act and Chapter 28 inclusive of the Compton Municipal Code. The property owner has met all conditions of the Parcel Map and staff is recommending adoption.

ALTERNATIVE

There are no other alternative being proposed.

FISCAL IMPACT

Development of the site will result in an increase in property and sales tax revenues to the City.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution.

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING THE FINAL TRACT MAP NO. 83170 FOR RECORDATION TO
DEVELOP 29-UNIT CONDOMINIUMS LOCATED AT 1950 NORTH CENTRAL
AVENUE CONSTRUCTED BY THE OLSON COMPANY**

WHEREAS, staff is requesting the City Council adopt a resolution approving the Final Tract Map No. 83170 for recordation to create 29-unit condominiums located at 1950 North Central Avenue developed by the Olson Company; and

WHEREAS, the project site is located at 1950 North Central Avenue to develop 29-unit condominiums being constructed by the Olson Company; and

WHEREAS, an application has been filed for approval of Parcel Map No. 83170, as described in this Resolution; and

WHEREAS, the Parcel Map's surveyor stated that the Final Parcel Map No. 83170 conforms to the requirements of the State Subdivision Map Act and to the conditionally approved Tentative Parcel Map 83170; and

WHEREAS, the Building & Safety Department has reviewed Parcel Map No. 83170 and determined that the Parcel Map is correct; and

WHEREAS, the City Engineer has reviewed Parcel Map No. 83170 and determined that the Map confirms to the approved Tentative Parcel Map No. 83170 and is in compliance with applicable provisions of Chapter 28 of the Compton Municipal Code and of the State Subdivision Map Act; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred and it is necessary that the City Council approve Parcel Map No. 73949.

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

SECTION 1. That the City Council hereby finds that all of the facts set forth in this Resolution are true and correct.

SECTION 2. That the City Council finds the Final Parcel Map No. 83170 to be in substantial compliance with the Tentative Parcel Map, with the State Subdivision Map Act and with the applicable provisions of Chapter 28 of the Compton Municipal Code.

SECTION 3. That based on the foregoing finding, the City Council hereby adopts this Resolution approving Parcel Map No. 83170 as presented and further authorizes and direct the City Clerk to certify the adoption of this Resolution.

SECTION 4. That copies of this resolution shall be filed in the offices of the City Manager, Community Development, City Clerk, and Public Works Engineering Department.

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

ADOPTED this _____ day of _____, 2022.

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 on this _____ day of _____, 2022.

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

TRACT MAP NO. 83170

IN THE CITY OF COMPTON COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF THE PARCEL OF LAND IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS ALLOTTED TO M. KELLER IN THE PARTITION OF THE TAJAUTA RANCHO AS SHOWN ON THE MAP FILED IN CASE NO. 1200 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA IN AND FOR SAID COUNTY

ADVANCED CIVIL GROUP, INC.

MARCH 2021

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY SET FORTH AN EASEMENT FOR PUBLIC UTILITY, INGRESS AND EGRESS AND EMERGENCY PURPOSES AS SHOWN ON THIS MAP.

OLSON URBAN III - COMPTON 2 LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: OLSON URBAN COMMUNITIES III, LLC
A DELAWARE LIMITED LIABILITY COMPANY
SOLE MEMBER

BY: OLSON URBAN VENTURES III, LLC
A DELAWARE LIMITED LIABILITY COMPANY
SOLE MEMBER

BY: OLSON URBAN HOUSING, LLC
A DELAWARE LIMITED LIABILITY COMPANY
OPERATING MEMBER

BY: IN TOWN LIVING, INC.
A DELAWARE CORPORATION
MANAGING MEMBER

BY:
NAME: _____
TITLE: _____

BY:
NAME: _____
TITLE: _____

BENEFICIARY

WELLS FARGO BANK, NATIONAL ASSOCIATION AS BENEFICIARY UNDER DEED OF TRUST, RECORDED NOVEMBER 24, 2021 AS INST. NO. 20211746678 OF OFFICIAL RECORDS.

BY: _____
PRINT NAME: _____
TITLE: _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES,

ON _____ BEFORE ME, _____, NOTARY PUBLIC,
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE: _____
PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES,

ON _____ BEFORE ME, _____, NOTARY PUBLIC,
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE: _____
PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF OLSON URBAN III, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN MARCH 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE IN PLACE WITHIN TWENTY-FOUR MONTHS FROM FILING DATE OF THIS MAP; THAT SAID MAP MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE SHOWN HEREON

JEFFERY L. MAYS, PLS 6379
ADVANCED CIVIL GROUP
30251 GOLDEN LANTERN, SUITE E PMB 251
LAGUNA NIGUEL, CA 92677
(866)338-5778

DATE

CITY ENGINEER'S CERTIFICATE

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION, AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE STATE LAW AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT 66442(a)(1), (2) AND (3) HAVE BEEN COMPLIED WITH.

NAME:
CITY ENGINEER, CITY OF COMPTON

DATE

SPECIAL ASSESSMENT CERTIFICATE

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF COMPTON, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE

DOUGLAS SANDERS
CITY TREASURE, CITY OF COMPTON

CITY CLERK'S CERTIFICATE

I, ALITA GODWIN, CITY CLERK OF THE CITY OF COMPTON, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE COMPTON CITY COUNCIL, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2021, AND THAT THEREUPON SAID COUNCIL, DID BY RESOLUTION NO. _____, APPROVE SAID MAP, AND ON BEHALF OF THE PUBLIC.

CITY CLERK-CITY OF COMPTON

DATE

CITY CONTROLLER'S CERTIFICATE

APPLICANT HAS PAID THE FOLLOWING FEES:

QUIMBY = _____
OTHER ASSESSMENTS = _____

CITY CONTROLLER-CITY OF COMPTON

DATE

SIGNATURE OMISSION

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, HAVE BEEN OMITTED UNDER PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66436(a)(3)(A)(i-viii), THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

THE CITY OF COMPTON, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 18, 1928 AS BOOK 26730, PAGE 490 OF OFFICIAL RECORDS.

EVERETT G. KIDWELL AND FRANCES L. KIDWELL, HOLDERS OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 27, 1946 AS INSTRUMENT NO. 28838-D OF TORRENS.

SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 15, 1948 AS INSTRUMENT NO. 25932-G OF TORRENS.

ISADORE J. BARTICK AND MARK CICERO NOTTINGHAM, HOLDERS OF AN EASEMENT FOR SANITARY SEWER, INCLUDING THE RIGHT OF WAY FOR CONSTRUCTION AND MAINTENANCE AND INCIDENTAL PURPOSES, RECORDED JUNE 30, 1961 AS INSTRUMENT NO. 894 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR FACILITIES, INGRESS, EGRESS AND INCIDENTAL PURPOSES, RECORDED _____, 20__ AS INSTRUMENT NO. _____ OF OFFICIAL RECORDS.

ABANDONMENT NOTE

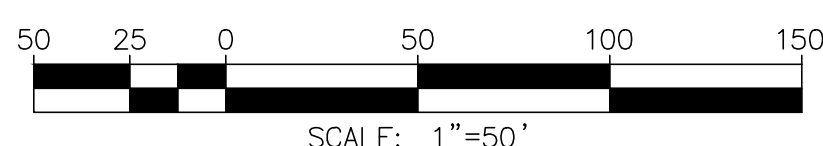
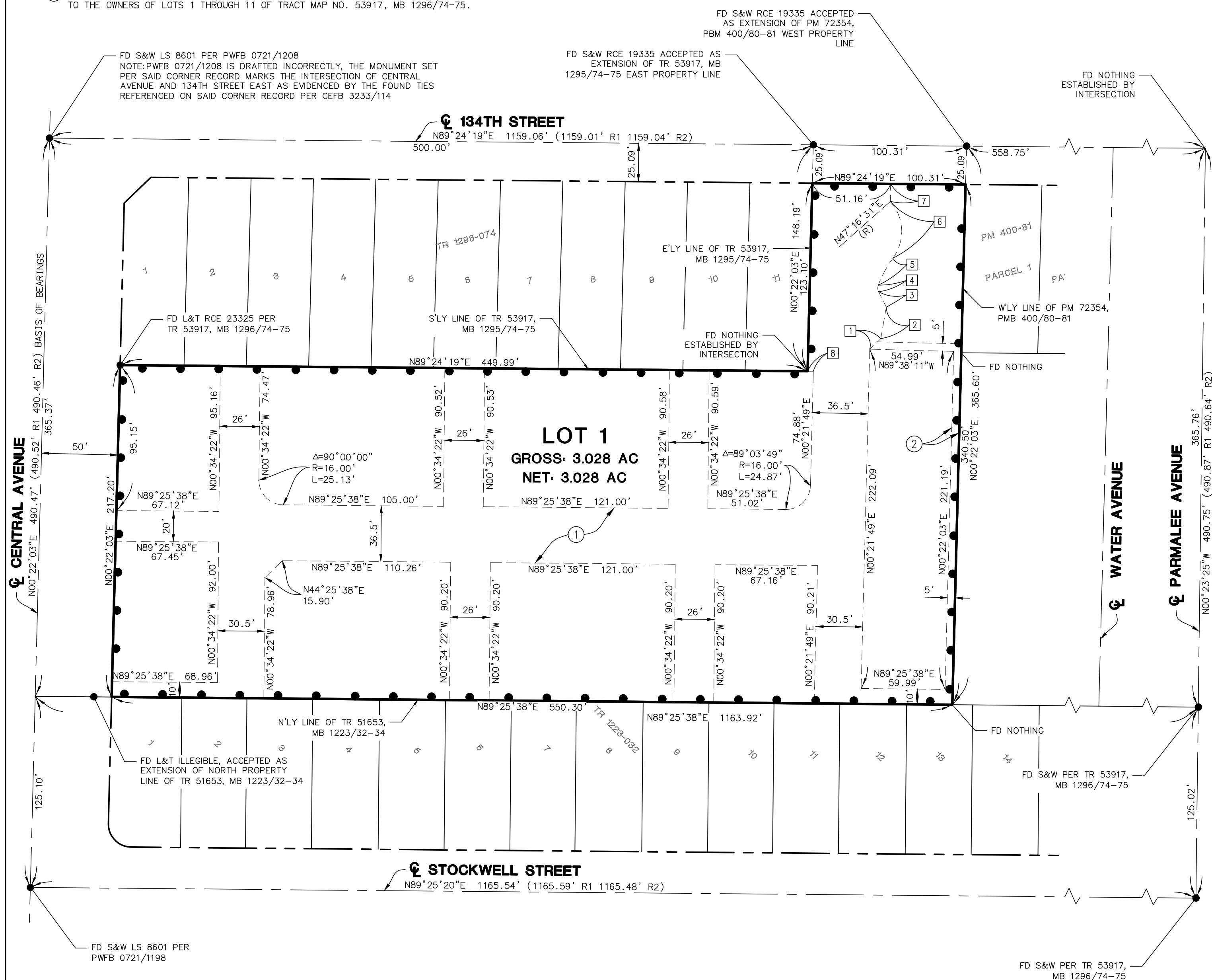
PURSUANT TO SECTION 66434(G) (TRS) AND/OR 66445(J) (PMS) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THOSE EASEMENTS ACQUIRED BY THE CITY OF COMPTON BY BOOK 26730 PAGE 490 OF OFFICIAL RECORDS, AND INSTRUMENT NO. 28838-D OF TORRENS AS WELL AS THOSE EASEMENTS ACQUIRED BY THE CITY OF COMPTON BY INSTRUMENT NO. 894 OF OFFICIAL RECORDS ALL PORTIONS OF SAID EASEMENTS WITHIN THE BOUNDARY OF THIS MAP ARE HEREBY ABANDONED AND ARE NOT SHOWN ON THIS MAP.

MARCH 2021

DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	N45°21'49"E	--	9.99
2	N08°50'04"E	--	20.98
3	N27°41'41"W	--	11.18
4	$\Delta=46^{\circ}51'29''$	5.50'	4.50
5	$\Delta=16^{\circ}19'58''$	70.50'	20.10
6	$\Delta=78^{\circ}13'15''$	29.50'	40.27
7	N00°35'41"W	--	11.53
8	N89°24'19"E	--	3.83

① EASEMENT FOR PUBLIC UTILITY, INGRESS, EGRESS AND EMERGENCY PURPOSES DEDICATED HEREON TO THE CITY OF COMPTON.

② EASEMENT FOR SANITARY SEWER CONSTRUCTION AND MAINTENANCE PURPOSES DEDICATED HEREON TO THE OWNERS OF LOTS 1 THROUGH 11 OF TRACT MAP NO. 53917, MB 1296/74-75.



SCALE 1"-EO'

INDICATES THE BOUNDARY OF THE
LAND BEING SUBDIVIDED BY THIS MAP

April 5, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR ALL PRO FENCE COMPANY FOR THE REPLACEMENT OF DRIVEWAY ROLL GATES AND MOTOR AT 458 S. ALAMEDA STREET IN THE AMOUNT OF \$14,256.00

SUMMARY

Staff requests that the City Council of the City of Compton ("City") adopt this resolution which will authorize the City Manager to establish a purchase order in the amount of \$14,256.00 for All Pro Fence Company for the purpose of fabrication and installation of driveway roll gates and motor at 458 S Alameda Street ("Public Works Yard").

BACKGROUND

The General Services Division of the Public Works Street Maintenance Department ("Department") is responsible for the maintenance of City facilities, parks, and various City-owned properties through planned and regular investment in the City's infrastructure. The staff has determined that the driveway gates and motor at the Public Works Yard need to be replaced.

Numerous repairs have been made to the fencing and motors over the years, and finding replacement parts has become a challenge as local vendors no longer support the current equipment. Given this circumstance, staff has determined that it is financially prudent to replace the fence and supporting motors rather than to continue trying to repair the outdated equipment. The gate is currently being manually opened and closed daily by City staff.

STATEMENT OF THE ISSUE

Under Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager is authorized to expend up to \$25,000.00 to any one single vendor in a fiscal year. All Pro Fence is on the brink of exceeding the threshold because it has been utilized by various departments. The payment to fabricate and install the driveway roll gates and motor will exceed the City Manager's \$25,000 authority for Fiscal Year 2021-2022. Therefore, City Council's approval is required to execute this item.

Replacement of the gates and equipment is essential to the operation of the City as the gate serves as the primary entrance and/or exit to the facility for City service vehicles and guests. In addition, the new fence will improve the security of the lot.

Staff solicited quotes from area vendors and All Pro Fence Company was identified to be the lowest responsible quote for this project as noted below:

Vendor	Amount
All Pro Fence Company	\$14,256.00
Perimeter Security Systems	\$38,645.00
Automated Gate Services Inc	\$39,875.00

The City has used this vendor in the past and All Pro Fence Company has shown itself to be responsive to the City's fencing needs as they have provided quality fencing material and labor at reasonable costs.

All Pro Fence is locally owned (1015 S. Atlantic Drive, Compton, CA 90221) and operated by its original owners who have been in the industry for over two decades. All Pro Fence Company states that their installers are qualified and reputable with hands-on experience providing the best quality work possible.

ALTERNATIVE

None proposed.

FISCAL IMPACT

Funds in the amount of \$14,256.00 are allocated in the Measure P Fund for Fiscal Year 2021-2022 Budget for the installation of fencing as follows:

Account Number 1004-610-00-4262

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER
FOR ALL PRO FENCE COMPANY FOR THE REPLACEMENT OF ROLL
GATES AND MOTOR AT 458 S. ALAMEDA IN THE AMOUNT OF \$14,256.00**

WHEREAS, the General Services Division of the Public Works Street Maintenance Department (“Department”) is responsible for the maintenance of City facilities, parks, and various City-owned properties through planned and regular investment in the City’s infrastructure; and

WHEREAS, the Department has a need to establish a purchase order for All Pro Fence Company for the purpose of fabrication and installation of driveway roll gates and motor at 458 S Alameda Street; and

WHEREAS, the replacement of the gates is essential to the operations of the City as the gates serve as the primary entrance and/or exit to the facility, 458 S. Alameda Street; and

WHEREAS, the City is aware that the replacement of roll gates and the motor will improve security to the City facility, 458 S Alameda Street; and

WHEREAS, staff solicited quotes from area vendors and All Pro Fence Company was identified to be the lowest responsible quote for this project as follows; and

Vendor	Amount
All Pro Fence Company	\$14,256.00
Perimeter Security Systems	\$38,645.00
Automated Gate Services Inc	\$39,875.00

WHEREAS, pursuant to Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager is authorized to expend up to \$25,000.00 to any one single vendor in a fiscal year; however, the City will exceed the threshold for All Pro Fence Company with the payment of fabrication and installation of driveway roll gates and motor for Fiscal Year 2021-2022 and City Council’s approval is required; and

WHEREAS, funds for this expenditure are allocated in the City’s Measure P Fiscal Year 2021-2022 Budget.

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

Section 1. That the City Manager is hereby authorized to establish a purchase order for All Pro Fence Company in the amount of \$14,256.00

Section 2. That funds for this expenditure are allocated in the Department’s Fiscal Year 2021-2022 Budget in Account Number 1004-610-000-4262.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and Public Works – Street Maintenance Department.

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

ADOPTED this _____ day of _____, 2022.

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 of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2022.

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

AYES: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-

CITY CLERK OF THE CITY OF COMPTON

Proposal

ALL PRO FENCE

1015 S ATLANTIC DR. COMPTON, CA 90221

Cal. State Lic. # 452961

(562) 426-0431 • (310) 635-2924 • Fax (310) 763-2909

PROPOSAL SUBMITTED TO

PHONE

DATE

ADDRESS

OWNER'S LOCATION

ATTN:

PHONE

We **Propose**

heretofore to furnish material and labor - complete in accordance with specifications below for the sum of

dollars \$

Payment to be made as follows: If not customer will be charged 1.5% on unpaid balance

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by US at any time prior to

We hereby submit specifications and estimates for:

Fabrication and installation of two wrought iron driveway roll gates. One gate approx 17ft long by 12ft high second gate approx 14ft long by 12ft high new gates will include 1"x1" press point pickets 2"x2" frame top, middle and bottom rail with self posts. Will install two new 1/2" gate mo with loops

In the event that it becomes necessary to institute or to employ an attorney to collect any payment or payments due the undersigned for labor or materials furnished under this agreement or any modification thereof, then you shall be liable to the undersigned for court costs and attorney fees. Buyer is responsible for property line designation, fence location and underground lines.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the Board whose address is: Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

NOTICE TO OWNER

(Section 7102 of the California Civil Code)

Under the Mechanics' Lien Law, any contractor who contracts for labor or materials who fails to furnish proper lien and lien claim on the work or service of material furnished to the owner or to the contractor, shall be liable to the owner or to the contractor for the amount of the work or service of material furnished to the owner or to the contractor. This notice is given to the owner or to the contractor for the amount of the work or service of material furnished to the owner or to the contractor.



AUTOMATED GATE SERVICES, INC.

526 Princeland Court Corona, CA 92879
Toll Free: (888) 428-3711 Fax: (951) 817-1010
Email: info@automatedgate.com
Since 1980 CSLB# 429416

PROPOSAL

TO: CITY OF COMPTON PUBLIC WORKS
ATTN: NEBRASKA JONES
EMAIL: njones@comptoncity.org
JOB: CITY OF COMPTON PUBLIC WORKS YARD
DATE: 06/17/2021
FROM: Andrew Plebani
RE: SPECIFICATIONS: Per Proposal and Agreement

The following Proposal is for your approval. We will be pleased to schedule the work upon receipt of the signed Proposal and deposit, or approved credit. Please return the enclosed forms to our offices ASAP to expedite this project. Our prices include all costs for materials, labor, equipment, transportation and taxes necessary to complete the described work. Your business is greatly appreciated! Thank you for selecting Automated Gate Services, Inc.!

Respectfully,
Andrew Plebani
Automated Gate Services, Inc.

SUPPLEMENTAL INFORMATION, TERMS AND CONDITIONS:

- ◆ This bid includes prevailing wages.
- ◆ Rates and prices specified will be valid for thirty (30) days or longer, at the option of Automated Gate Services, Inc.
- ◆ No bond cost is included. Our rate is 3%.
- ◆ Insurance coverages are \$1,000,000.00. Insurance certificates can be furnished.
- ◆ Building permits and fees, testing, engineering, and surveying are not included.
- ◆ Clearing, grubbing, grading, removal of soils, shrubs and plants are not included.
- ◆ Site plans and/or shop drawings are not included. Assistance with municipality reviews, plans and permits will be made available upon request, at additional cost. Fees for these services are to be based on an agreed upon rate.
- ◆ Removal of existing equipment, fences and gates are not included unless specifically indicated on Proposal.
- ◆ Automated Gate Services, Inc.' is not responsible for underground utilities, sprinkler lines, or other unforeseen conditions. Identification, removal, or relocation of underground utilities, irrigation lines or obstructions will be required of others, prior to our mobilization.
- ◆ Telephone, communication, electrical power, control wiring and conduit, including trenching and backfilling, to and between above equipment, will be required of others prior to our mobilization, unless specifically indicated on Proposal.
- ◆ Closure of roadway to other traffic to be arranged by others during our construction.
- ◆ This proposal is subject to site inspection.
- ◆ Does not include additional cost for Waiver of subrogation.
- ◆ Property lines are to be established, cleared, and properly staked or otherwise defined by buyer
- ◆ Purchaser is responsible for compliance with applicable building codes and/or community rules and regulations.
- ◆ A convenience fee will apply to all credit card transactions over \$1,500.00.
- ◆ This bid is subject to Automated Gate Services, Inc. obtaining acceptable terms in the contract agreement. THESE QUALIFICATIONS AND CLARIFICATIONS ARE SUBMITTED AS PART OF A SINGLE COMPLETE OFFER ON ABOVE NAMED PROJECT.



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Email: info@automatedgate.com
Since 1980 CSLB# 429416

Proposal Number:	2275
Date:	06/17/2021
Estimator:	Andrew Plebani
Job Address:	CITY OF COMPTON PUBLIC WORKS YARD 458 ALAMEDA STREET COMPTON, CA 90221
Billing Address:	CITY OF COMPTON PUBLIC WORKS 458 ALAMEDA STREET COMPTON, CA 90221

AUTOMATED GATE SERVICES, INC. PROPOSES TO:

Quote Description:

Bi-Parting Vehicle Slide Gates

- 1-Remove and replace existing slide gates and operators with new
- 2-12'x8' wrought iron slide gates with pressed point pickets
- 1-Prime and paint new gates black
- 2-Maximum Controls MAX1700FS Pro 24VDC slide gate operators with battery back-up
- 2-MPEL mounting stands
- 1-Monitored photoelectric reversing eye for UL compliance
- 2-Monitored reversing edges with wireless kits for UL compliance
- 1-Hook-up to existing power wire, strike wire and access controls
- *Existing radio receiver will be installed in new gate operators so all existing transmitters will work
- 1-Test equipment for proper operation

Total: \$39,875.00

Vehicle Loop Option

- 1-Pair of vehicle reversing loops with detector
- 1-Vehicle open loop with detector
- *Saw-cut into asphalt
- 1-Test equipment for proper operation

Total: \$3,500.00

Note: Proposal includes prevailing wages



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526 Princeland Court Corona, CA 92879

Toll Free: (888) 428-3711 Fax: (951) 817-1010

Email: info@automatedgate.com

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Exclusions:

Concrete mounting pads

Electrical power and conduits

Control wire and conduits

Plans and permits

PLA/Bonds



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FOR THE TOTAL PRICE OF: See Above

Terms: 50% Down, balance due upon completion or 0% Down, balance due upon completion with approved credit.

This proposal does not include any grading, surveying, removal of any dirt, plants or obstruction unless so designated in the proposal. Work will be completed according to Customers instructions and Automated Gate Services, Inc. will not be responsible for establishing property lines or for any damage to underground utilities or sprinklers. Automated Gate Services, Inc. will not be responsible for obtaining any required permits or licenses unless so designated in the proposal. Automated Gate Services, Inc. will furnish all labor and materials to perform the specified work in a substantial and workmanlike manner according to standard practices.

Any alteration or deviation from the above specifications will be executed only upon written orders for same, and will become an extra charge over the sum mentioned in this contract.

This instrument contains the entire agreement between the parties and there are no statements, promises or representations made by either party or by any agent or salesman other than set forth herein. See the reverse side for additional Terms and Conditions. Any additions terms shall be endorsed in writing thereon or the same shall not be valid.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is: Contractor's State License Board, 3132 Brandshaw Road, Sacramento, CA, Mailing: P.O. Box 26000, Sacramento, CA 95826.

Accepted Automated Gate Services, Inc.:	Accepted Customer Signature:
Date:	Date:



AUTOMATED GATE SERVICES, INC.

526 Princland Court Corona, CA 92879
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ADDITIONAL TERMS AND CONDITIONS

In addition to the terms and conditions outlined on the front page of this proposal. Buyer's signature constitutes a contract, which includes the following terms, conditions and agreements.

1. Right to substitute. Seller reserves the right to substitute parts and equipment that seller considers to be "or equal" unless specifically stated "no substitutions".

2. Additional Work. Additional Wiring or conduit may be required and if so, shall be at additional cost. Seller cannot guarantee that existing electrical panels, circuits, wiring, breakers, relays and the like have sufficient capacity or size to handle the

4. Payment and Terms. In addition to the terms identified on the front of this contract. Buyer agrees to pay interest on all accounts outstanding for more than 30 days at the maximum rate permitted by California Law.

5. Repairs. If this contract includes repairs, Seller will return all identified items to proper working order and replace defective parts as needed to effect repairs. Replacement parts may be new, used, re-conditioned or remanufactured.

6. Force Majeure. Seller shall not be liable for delay or failures to perform for any cause beyond its reasonable control.

7. Safety Equipment Upgrading. Seller shall not be responsible for failure of Buyer to upgrade its gate system to meet current safety standards. Because of the danger from motorized gates, Buyer should be aware of (a) all safety equipment which is on site and (b) safety equipment which may be available. Some of the newer electric gate systems have some built-in safety features, but older systems do not. To reduce Buyer's liability, Buyer should upgrade its system with all of the safety options mentioned below, and others which may be identified by its liability insurance carrier. Seller recommends that all safety options be included in Buyer's gate system, to include the following:

Safety loops to detect vehicles in the vicinity of the gates.

Expanded metal mesh to limit children from "riding on" or "reaching through" the gates.

Photo electric eyes to detect pedestrians in the vicinity of the gate.

Gate safety edge sensors and transmitters to detect gate edge impacts and impacts on the supporting gate frameworks.

Alarm lights, audible warnings, and reflective warning tape.

Safety warning signs.

NO SAFETY GUARANTEE IS PROVIDED BY SELLER. Seller shall not be responsible for any damage to vehicles or property, or injury or death to persons resulting from failed, faulty, removed (including equipment removed by Seller for repair), or not operating equipment, including safety equipment. Seller shall not be responsible to anticipate or correct for all the possible ways an individual, adult or child can circumvent safety equipment or for safety equipment that has not been installed or purchased by Buyer, its customers, owners, operators or tenants.

8. Ninety Day Limited Warranty. Repair services are warranted to be free from defects in workmanship and material for a period of ninety (90) days from the date of purchase or installation. During that period any defects that occur in normal use will be repaired or replaced, at Seller's option, at no additional charge. Warranty work is only performed during normal business (or contact) hours. New equipment installations and materials are warranted for a period of one year from the date of purchase or installation.

additional work is required to upgrade existing electrical service. Buyer will be advised and will be required to authorize (or provide) any changes before work is completed.

3. Programming and Software. Where required by the equipment, Seller will demonstrate how to program and or provide input for Software, user identifications, codes, changes and the like. Seller is not responsible to set up and program the complete system for all users.

In addition, equipment manufacturers offer their own warranty on new equipment sold or installed by Seller. The manufacturers warranty will be passed on to the Buyer and generally apply when the equipment or parts are returned to the manufacturer for repair.

The labor used to remove and re-install the equipment is however, not generally covered, and if Seller provides this labor, there will be a charge to Buyer. Consumable items such as batteries, roller guides, gate wheels and the like are not warranted.

Although this warranty give Buyer specific legal rights, Buyer may also have other rights pursuant to State law, and this contract is not intended to limit damages if not allowed by State law.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. AND IT IS SPECIFICALLY AGREED (1) THAT THE GOODS SOLD HEREIN ARE SOLD WITHOUT ANY WARRANTY OF MERCHANT ABILITY AND (2) THERE IS NO WARRANTY THAT THE GOODS SOLD HEREIN ARE FIT FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES AND THE FOREGOING LIMITED WARRANTY SHALL BE BUYER'S SOLE REMEDY FOR ANY BREACH OF WARRANTY. BUYER IN FURNISHING SPECIFICATIONS TO SELLER, AGREES TO HOLD SELLER HARMLESS AGAINST ANY CLAIMS BY WAY OF INFRINGEMENT OR THE LIKE WHICH ARISE OUT OF COMPLIANCE WITH THE SPECIFICATIONS.

9. Limitation of Liability. There is not guarantee as to when equipment will be returned to fully operational condition. Seller shall not be liable for any liability, breach of security, loss or damage resulting from malfunctioning equipment or from equipment that has been removed for repair and Buyer shall at all times be responsible for securing the gate(s) and premises and protecting against loss or injury. Buyer is responsible for insuring that all track guided and swing gates are free of obstructions, debris or damage that will interfere with the gate operation.

WARNING

ELECTRIC OPERATED GATES ARE EXTREMELY DANGEROUS, THEY CAN CAUSE SERIOUS INJURY OR DEATH IF NOT OPERATED CORRECTLY AND SAFELY. THEY SHOULD NEVER BE OPERATED BY CHILDREN OR WHEN CHILDREN ARE NEAR THE GATES. AND THEY SHOULD NEVER BE OPERATED WITHOUT ALL THE SAFETY DEVICES IN PLACE AND OPERATING. ELECTRIC GATES SHOULD NEVER BE OPENED OR CLOSED WITHOUT A CLEAR AND UNOBSTRUCTED VIEW OF THE GATE AND THE SURROUNDING AREA.

10. Right to Subcontract. Seller shall have the right to use subcontract services to assist in fulfilling the terms of this contract.

11. Entire Agreement. This document constitutes the entire agreement of the parties and may be modified only by mutual agreement in writing. There are no other oral or implied services, guarantees, warranties, response times or promises related to this contract.



AUTOMATED GATE SERVICES, INC.

526 Princeland Court Corona, CA 92879
Toll Free: (888) 428-3711 Fax: (951) 817-1010
Email: info@automatedgate.com

Since 1980 CSLB# 429416

Information Work Sheet for Prelim and Mechanic's Lien

Project Name _____ Project No. _____ Date _____

Construction Lender (Or Reputed Construction Lender) (if any)

Name _____

Street _____

City, State, Zip _____

☐ Owner (Or Reputed Owner) (On Private Work)

☐ Public Agency (On Public Work)

Name _____

Street _____

City, State, Zip _____

Lessess(Or Reputed Lessee)

Name _____

Street _____

City, State, Zip _____

Original Contractor (Or Reputed Original Contractor)

Name _____

Street _____

City, State, Zip _____

Description of Job Site Sufficient for Identification

General Description of Labor, Service, Material

_____	_____
_____	_____
_____	_____
_____	_____

Estimated Dollar Amt. _____

PERIMETER SECURITY SYSTEMS
1441 Calles Rd Ventura, CA 93003
(805) 644-5482 Fax (805) 644 2204

PROPOSAL and CONTRACT

Date: 6/29/21

PO#

Proposal submitted to: CITY OF COMPTON - OFFICE OF SERVICES		Address: 205 S. WILLOWBROOK AVE	
City: COMPTON	State: CA	Zip Code: 90220	COUNTY: NIEBASKA
CELL PHONE: 310-650-7420	Job Location: 458 S. ALEMEDA COMPTON CA		OFFICE PHONE: 310-605-5519
1. Subject to the terms, provision and conditions of this Proposal and Contract and any attached Estimators Sheet, Exhibits, Plans or Specifications, Perimeter Security Systems hereinafter referred to as "Contractor", agrees to furnish all necessary labor, materials, tools and equipment to perform and complete in good and workman-like manner for the above party at the above job location, the following described work: FURNISH AND INSTALL: DUAL 10 FT. TALL STEEL PICKET SLIDING GATES GATE FRAME: 2" X 3" X 11 GA HORIZONTAL BRACE: 2" X 11 GA PICKETS: 1" SQ 14 GA 5" ON CENTER *PRESSED SPEAR POINT TOP* PERFORATED METAL: 3/16" X 1/4" X 16 GA (BOTTOM 2 FT. OF GATE) 6" WHEEL BOXES WITH HEAVY DUTY V TRACK WHEELS 2 FT. FRAMED TAIL NEW STAY ROLLER POST AS NEEDED HEAVY DUTY SURFACE MOUNT V-TRACK *GATES AND POST ARE PRE GALVANIZED-POWDER COATED BLACK* *NEW GATES ARE SIMILAR IN DESIGN TO THE EXISTING* (2) LIFTMASTER CSL 24UL SLIDE GATE OPERATORS BUILT IN BATTERY BACK UP REFLECTIVE PHOTO SAFETY EYE NEW SAFETY LOOP (SAW CUT INTO DRIVE AND SEALED BEST POSSIBLE) LIFTMASTER KPW5 STANDARD WIRELESS KEYPAD ON GATE POST RE USE EXISTING RECEIVERS **ASSUMING ALL ELECTRICAL TO OPERATORS IS IN GOOD WORKING ORDER** **LEAD TIME IS APPX 8 WEEKS **AREA TO BE CLEAR AND CLEAR OF ANY TRAFFIC ON DAYS OF INSTALL **QUOTED PREVAILING WAGE TOTAL: \$38,645.00 Proposal includes materials, tax, equipment, and installation. - Does not include any required permits, fees, or authorizations. (Not required, for replacement of equipment.) - Any work performed 'by others' to be done per Perimeter Security Systems specifications, and to local code. - This estimate is for completing the job as described above. Any alterations or deviation from the above specifications may result in additional costs to this estimate.			
ACCEPTANCE PERIMETER SECURITY SYSTEMS : THANKS FOR THE OPPORTUNITY : Glenn Zweifel / Tim Whitehouse			
TERMS: NET 30 DAYS		QUOTE IS VALID FOR 30 DAYS	

Perimeter Security Systems is hereby authorized to furnish all materials, labor, and equipment necessary to complete the work above for which Perimeter Security systems will receive in payment the above sum in accordance with all the Terms and Conditions set forth hereon. It is acknowledged that this entire Proposal and Contract, including the Terms and Conditions set forth on the reverse, has been read.

FACILITIES LOCATION: Customer accepts responsibility as stated in Clause 6 of the Terms and Conditions.

Initials

Contractor to establish location as stated in Clause 6 of Terms and Conditions.

Initials

ACCEPTED AND AUTHORIZED AT VENTURA, CALIFORNIA BY:

COMPANY, CORPORATION OR OWNER:

Signed

Dated: _____, 20 _____

Title

OFFICER, PARTNER, AGENT OR OWNER

TERMS and CONDITIONS

1. Contractor assumes no responsibility for the contraction or expansion of wood fencing, or liability for any damages arising out of Contractor's performance or exercising any rights herein reserved by contractor, including damages to lawns, landscaping, grading and underground utilities.
2. Contractor shall not be responsible for any damage or delay incurred by any party and occasioned by any act, omission, neglect or default of an owner, other contractor or subcontractor, their agents or employees, or other workmen employed by them; nor for any damage or delay caused by fire, flood, acts of God, acts of war, strikes, delays in transportation, non-availability of competent labor or suitable materials; nor for any other acts, omissions, neglects, casualties or calamities for which Contractor is not responsible; nor for any event not under its control.
3. Contractor accepts no responsibility for damage to hidden facilities including buried utility, water or other lines. Customer hereby agrees to locate and mark those hidden facilities in such a manner that the location is readily discernable by the workmen. If the hidden facilities are not located by the customer, all costs arising from damage to these facilities will be paid by the customer. Contractor will locate hidden facilities on a time and material basis at contractor's regular hourly rate as an extra charge and will assume responsibility for any damages provided that such extra work is requested by the customer and incorporated on the face of this contract.
4. Should litigation arise out of this contract or the performance thereof, the court shall award all cost and expenses, including attorney's fees, to the party entitled thereto. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
5. Should there be a failure to make any payment when it falls due, the Contractor reserves the right to repossess any and all building materials which may have been delivered to the job site or installed in the project. In exercising this right to repossess, the Contractor will exercise reasonable care to minimize the damage to the project, but the fact that it is necessary to damage a portion of the project in order to remove and repossess the building materials does not affect the Contractor's right to do so.
6. Unless provided otherwise, one half of the contract price shall be paid within 3 days after the materials required to complete the work have been made available for inspection at seller's place of business. Final payment is due within 7 DAYS after completion of the work. ALL PAST DUE ACCOUNTS will be subject to service charges at a rate of 1 1/4% per month (15% per annum). No waiver or release of mechanic's lien given by the Contractor shall be binding until all payments due to the Contractor and the waiver or release have actually been made. The Contractor shall have the right to stop work if any payment shall not be made to Contractor under the agreement when due. Contractor may keep the job idle until all payments are received. If the party accepting this contract is a corporation, the individual or individuals who sign this contract on behalf of said corporation guarantee that the corporation will perform its duties under this contract.
7. Where Contractor is employed by a general contractor or owner/builder, it will be the customer's responsibility to coordinate the work between others trades so that Contractor's work can be efficiently completed without unnecessary conflict.
8. Contractor operates an open shop. Contractor is not signatory to any collective bargaining agreements and will not become signatory to any union agreement to satisfy the requirements of others.
9. NOW, the parties hereto execute this agreement for themselves, their heirs, executors, successors, administrators, and assignees on the date of acceptance on the face of the contract.

NOTICE TO OWNER

"Under the California Mechanic's Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full, if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a 'Preliminary Notice'. Contractors and laborers who contract with owner directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property, if they are not paid. In order to protect their lien rights, a contractor, supplier, or laborer must file a mechanic's lien with the county recorder, which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing mechanic's lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

- 1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond, as well as a copy of the construction contract, should be filed with the county recorder for your further protection. The payment and performance bond will usually cost 1 to 5 percent of the contract amount depending on the contractor's bonding availability. If a contractor cannot obtain such bonding, it may indicate his and her financial incapacity.
- 2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your subcontractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrant.
- 3) Issue joint checks for payments made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.
- 4) Upon making payment on any complete phase of the project, and before making any further payments, require your contractor to provide you with unconditional 'Waiver and Release' forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the 'Waiver and Release' forms, if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases loses the right to file a mechanic's lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the 'Waiver and Release' form. If a mechanic's lien has been filed against your property, it can only be voluntarily released by a recorded 'Release of Mechanic's Lien' signed by the person or entity that

April 5, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE
COMMENTS ON THE PROPOSED CHANGES TO THE ANNUAL ACTION
PLAN

The City of Compton, as a direct entitlement community to the U.S. Department of Housing and Urban Development (HUD), is required to hold public hearings to receive input from residents on proposed funding allocations for CDBG, HOME, and ESG projects and activities. Therefore, in order to notify the public about the proposed changes to the Annual Action Plan, a public hearing is requested for **Tuesday, April 26, 2022 at 5:40 p.m.**

THOMAS THOMAS
CITY MANAGER

April 5, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (S.E.I.U.), LOCAL 721, PUBLIC SAFETY AUXILIARY FOR FISCAL YEARS 2019-2022

SUMMARY

The City Council will consider this resolution adopting a three-year employment contract (Memorandum of Agreement) between the City of Compton and Service Employees International Union (S.E.I.U.) Local 721, Public Safety Auxiliary.

BACKGROUND

The City of Compton has four union locals that represent the majority of its Miscellaneous (Non Safety) employees. The proposed MOA is for Service Employees International Union (S.E.I.U.), Local 721, Public Safety Auxiliary representing service employees in the City of Compton.

The previous union agreement between the City and Service Employees International Union (S.E.I.U.), Local 721, Public Safety Auxiliary expired on June 30, 2019. In June 2021, the Service Employees International (S.E.I.U.), Local 721 Public Safety Auxiliary agreed to a Side Letter of Agreement modifying the terms of the MOA for a period of two years. In February 2022, the City and Service Employees International Union (S.E.I.U.), Local 721, Public Safety Auxiliary met and ratified the agreement.

STATEMENT OF THE ISSUE

Over the past months, the City has been negotiating with Service Employees International Union (S.E.I.U.), Local 721, Public Safety Auxiliary regarding salary and benefits and has come to an agreement. SEIU Local 721, Public Safety Auxiliary has met with its members and voted to approve the terms of contract agreed to during negotiations. The proposed ratified MOA must now be approved by the City Council, at which point the MOA can be executed and implemented.

FISCAL IMPACT

There is no salary increases during the length of this MOA with Service Employees International Union (S.E.I.U.), Local 721, Public Safety Auxiliary employees for Fiscal Year 2019-2022.

RECOMMENDATION

Staff recommends approval of the attached Resolution adopting the MOA for Service Employees International Union (S.E.I.U.), Local 721, Public Safety Auxiliary.

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON APPROVING A MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF COMPTON AND THE SERVICE
EMPLOYEES INTERNATIONAL UNION (S.E.I.U.), LOCAL 721,
PUBLIC SAFETY AUXILIARY FOR FISCAL YEARS 2019-2022**

WHEREAS, the City of Compton has fulfilled its meet and confer obligations as required by the Meyers-Millais-Brown Act; and

WHEREAS, the negotiations have resulted in an agreement with the City of Compton and the Service Employees International Union (S.E.I.U.) Local 721, Public Safety Auxiliary; and

WHEREAS, the previous union agreement between the City and Service Employees International Union (S.E.I.U.), Local 721, Public Safety Auxiliary expired on June 30, 2019. In June 2021, the Service Employees International (S.E.I.U.), Local 721 Public Safety Auxiliary negotiated and agreed to a Side Letter of Agreement modifying the terms of the MOA for a period of two (2) years. In February 2022, the City and Service Employees International Union (S.E.I.U.), Local 721, Public Safety Auxiliary met and ratified the agreement.

WHEREAS, it is in the best interest of the City to adopt this agreement as proposed; and

WHEREAS, there is no salary increases during the length of this Memorandum of agreement with Service Employees International (S.E.I.U.), Local 721, Public Safety Auxiliary for Fiscal Year 2019-2022.

WHEREAS, there are no Budget amendments needed through June 30, 2022.

**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 does hereby approve the Memorandum of Agreement executed by the representatives of the Service Employees International Union (S.E.I.U.), Local 721, Public Safety Auxiliary, a copy of which is attached hereto and incorporated herein by reference.

Section 2. That the City Manager is hereby directed to execute and implement the Memorandum of Agreement in accordance with the provisions of this Resolution.

Section 3. That this Resolution and the Memorandum of Agreement incorporated herein shall supersede any provisions of previously adopted City policies that conflict with the provisions of this Memorandum of Agreement.

Section 4. That a certified copy of this Resolution shall be forwarded to the offices of the City Attorney, City Clerk, City Manager, City Controller, SEIU Local 721, Public Safety Auxiliary and the Human Resources Department.

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

ADOPTED this _____ day of _____, 2022.

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 L. 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 on the _____ day of _____, 2022.

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

***MEMORANDUM
OF
AGREEMENT***

City of Compton, a Municipal Corporation

and

***Service Employees International Union, Local
721***

Public Safety Auxiliary

June 1, 2019

to

June 30, 2022

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PREAMBLE

This agreement is entered into by and between the City of Compton, California, hereinafter referred to as the Employer, and Service Employees International Union (S.E.I.U.), Local 721 Compton Public Safety Auxiliary Unit, hereinafter referred to as the UNION, pursuant to the terms of Council Resolution #10,471 of the City of Compton.

The Personnel Rules and Regulations, adopted November 6, 1979, by Resolution #12,522, shall be applicable to employees of this Unit. It is specifically understood that the expressed terms of this agreement prevail where provisions are inconsistent. All references to employees of this agreement designate both sexes and wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 1. RECOGNITION

Section 1. Service Employees International Union, Local 721, is hereby acknowledged by the City as an affiliate of Compton Public Safety Auxiliary Unit for the purposes of negotiation and representation for the full-time, permanent employment classifications within the Unit. The Unit as presently established, consists of the classifications listed in ARTICLE 28, Compensation.

Section 2. The City shall recognize the Unit for the purpose of meeting its obligations under the Meyers-Millais-Brown Act (MMBA), Government Code, Section 3500 et seq.

ARTICLE 2. SCOPE OF REPRESENTATION

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of merits, necessity or organization of any service, or activity provided by law or executive order.

ARTICLE 3. PAYROLL DEDUCTIONS**A. Dues Deduction**

It is mutually agreed that the City will deduct dues and assessments twice each month, provided there is not more than one deduction per pay period, in an amount certified to be current and correct by the Union, from the pay of those employees the Union also certifies who have individually requested in writing that such deductions be made. The total amount of all such deductions shall be remitted by

the City to the Union. The Union also agrees to maintain the individual employees' current written authorization forms to make such deductions.

This process for making payroll dues deductions authorization shall remain in full force and effect during the term of this Agreement, as specified in Council Resolution Number 10,471. The City shall not be responsible for failure to terminate a dues deduction absent advance written notice of such revocation by the Union. The Union will be responsible for refunding any deductions to non-member employees whom the City has already remitted to the Union after such cancellation or revocation. SEIU 721 agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issue against the City as a result of dues deduction or transmittal of such funds to SEIU 721, including claims for deductions made in reliance on the Union's representations and certifications regarding valid written employee dues deduction authorizations.

Each pay period, the Employer will provide the Union with the following information regarding bargaining unit members:

Employee Name

Employee ID # (File #)

Earning per Pay Period

Amount Deducted for the Pay Period (will include itemization of the deductions — Union dues, COPE, etc.)

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within seven (7) business days of each payday.

B. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the “authorized deduction report” of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union at any time and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

ARTICLE 4. NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employees because of race, religious creed, color, national origin, ancestry, citizenship, physical or mental disability, legally protected medical condition, military and veteran status, sexual orientation (including heterosexuality, homosexuality, and bisexuality) gender identity, gender expression, marital status, genetic information, sex (including pregnancy, childbirth, medical conditions related to pregnancy or childbirth and breastfeeding or a medical condition related to breastfeeding), age (40 and above), any other basis protected by law (e.g. an individual’s opposition to unlawful conduct; an individual’s association with a person of a protected class), political affiliation or union activities as defined by applicable sections of California Government Code (MMBA) or other protected classifications as defined by Federal or California state law.

ARTICLE 5. BULLETIN BOARDS AND OFFICE SPACE

The City shall provide office space to be used by the Union. The parties agree that the Union will be allowed continual use of bulletin boards presently used. The Union shall limit its posting of notices and bulletins to such areas. The Union agrees to forward a copy of each notice and/or bulletin to the Office of the City Human Resources Department prior to posting. The Union shall submit a copy of each notice to Human Resources prior to posting, in order to keep the employer informed of the material, which is being posted.

ARTICLE 6. REASONABLE NOTICE

It is mutually agreed that the City will provide reasonable notice of any action to be taken by the City Council/Personnel Board, which may affect bargaining unit members of the Unit by forwarding a copy of the City Council and/or Personnel Board Agenda to the Union.

ARTICLE 7 PERSONAL LEAVE

Each bargaining unit member shall be allowed to designate up to five days (currently 45 hours) of accrued sick leave as personal leave per calendar year. Bargaining unit members shall be allowed to use this leave for personal business; bargaining unit members shall give at least one (1) day's notice, where possible, of any intended use of personal leave. The only specific prohibition is that it cannot be used to provide for the three (3) day waiting period for workers' compensation claims. Personal leave days may not be accumulated from year to year.

In accordance with California Labor Code section 233, bargaining unit members may use up to fifty percent (50%) of his/her accrued sick leave per calendar year to care for the illness or injury of an immediate family members. Immediate family for purposes of this article is defined as spouse, domestic partner, child (including children of domestic partner), parent, grandparent, grandchild, sister, brother, mother-in-law, and father-in-law.

ARTICLE 8. BEREAVEMENT LEAVE

In the event of death in "immediate family" ("immediate family") shall mean spouse, mother, father, son, daughter, sister, brother, grandmother, grandfather, current mother-in-law, current father-in-law, stepchildren, stepmother, stepfather, registered domestic partner, spouse's brother, spouse's sister, spouse's parents, spouse's grandparents, spouse's son-in-law and spouse's daughter-in-law), a bargaining unit member of the Unit shall be entitled to bereavement leave of three (3) days with pay. In the event of the death of a relative not considered in the immediate family, a bargaining unit member may take the necessary leave to attend the funeral. This leave may be charged against sick time accrued. If there is no accrued sick time, the bargaining unit member should then request vacation time in accordance with the vacation request procedures. The City reserves the right to verify leave taken pursuant to this section. If bereavement leave requires the unit member to travel outside the State of California, the unit member shall be allowed to take up to five days of bereavement leave to cover the absence from work.

ARTICLE 9. SICK LEAVE BANK PAYMENTS UPON SEPARATION

Effective with the Resolution adopting this agreement, upon separation from service due to termination for any reason other than disciplinary causes, each bargaining unit member employee shall be entitled to receive as severance pay (calculated at the final level of compensation), a proportion of sick leave bank credits representing accumulated and unused sick leave accrual in accordance with the following schedule:

Severance Pay Proportion of Sick Leave Bank

LENGTH OF SERVICE	Up to 800 hrs.	Over 800 hrs.
0 through 4 years	10%	0%
5 through 9 years	25%	0%
10 through 14 years	50%	25%
15 through 19 years	75%	50%
20 through 24 years	100%	75%
25 years or more	100%	100%

Bargaining unit members hired on or after July 1, 2014, shall not be entitled to the 0–4 years benefit.

After payment of the severance amount, calculated as prescribed above, all accumulated sick leave shall be permanently lost and no other payments shall be made in lieu thereof.

- A) Severance pay will be granted only one time during the lifetime of any one employee.
- B) The total severance pay to which each bargaining unit member may be entitled, based upon this Rule shall be actually paid in installments on each regular City pay day, in an amount not in excess of the compensation to which the bargaining unit member would have been entitled, if still employed until the entire severance pay entitlement has been exhausted.

ARTICLE 10. HEALTH/WELFARE BENEFITS**A. Medical Insurance Coverage**

For the term of this agreement the City shall pay up to the maximum of the Kaiser Los Angeles Region Family rate. The City's actual contribution for each bargaining unit member shall be based upon the bargaining unit member's enrollment in a plan provided through the City's contract with Public Employees Retirement System (PERS) and status as:

- 1. Employee only
- 2. Employee and 1 dependent
- 3. Employee and 2 or more dependents

At the City's request, bargaining unit members shall submit verifiable proof of dependence for any one they seek to cover. Acceptable proof includes, but not limited to: marriage license, last IRS 1040 form, and certificates of birth. This shall apply to all bargaining unit members who are currently enrolled as well as new hires.

B. Dental Insurance

1. For the term of this Agreement, the City shall provide full payment for Citywide pre-paid plans. Dental coverage is available for employees and eligible dependents.
2. It is specifically understood that bargaining unit members shall pay any and all additional premium increases related to the orthodontic benefits and additional options not provided for in or in excess of the citywide basic plan through monthly payroll deductions.

INTENT: It is the intention of the Article to specify the City's obligations in paragraph "1" and the Unit member's responsibilities in paragraph "2."

C. State Disability Insurance

The City agrees to provide State Disability Insurance (SDI) at no cost to bargaining unit members.

D. Life Insurance

The City shall provide life insurance for bargaining unit members in the amount of \$40,000.

- E. The City shall not contribute towards any benefits when bargaining unit members are on unpaid status, or on suspension during the time the deductions are made except as provided by law.

F. Vision Insurance

Bargaining unit members and eligible dependents shall receive vision coverage under the City's vision benefit plan at no cost to the member.

G. Administration of Fringe Benefits

The City reserves the right to select, change, administer, or fund any fringe benefits program involving insurance that now exists or may exist in the future during the

term of Agreement. In the administration of fringe benefits programs involving insurance, the City shall have the right to select the insurance carrier or other method of providing coverage to fund insurance benefits described herein during the term of this Agreement. The City shall meet and confer with the Union prior to any change of insurance carrier or method of funding coverage for any fringe benefits during the term of this Agreement. No change in insurance carrier or methods of funding coverage shall result in the reduction of benefits to any bargaining unit member covered by this Agreement unless agreed to by both parties.

H. Parity

If any other employee organization that the City has formally recognized pursuant to Resolution No. 10,471 negotiates an increase in the health insurance benefits described in Article for another City bargaining unit, the City will provide that increased benefit to bargaining unit members on the same terms and conditions that apply to the other Unit.

I. SEIU Supplemental Benefits

Within 90-days of ratification of this MOU, the parties shall meet and confer, on a mutually agreed upon schedule, to continue discussions regarding SEIU's request for the establishment of a voluntary Supplemental Benefits Program ("Program") for bargaining unit members. In the event that the parties agree to implement the Program, it shall be implemented upon Council approval during the term of this MOU.

ARTICLE 11. OVERTIME

Whenever a bargaining unit member is required by the City to work on a recognized holiday, the City agrees to compensate at double-and-one-half times the bargaining unit member's regular hourly rate for all hours worked on the specified holiday, provided that the employee is not absent, or on sick leave within 48 hours after such time worked.

If a bargaining unit member uses sick leave within 48-hours, a doctor's verification shall be necessary to qualify for the holiday premium. If the bargaining unit member does not provide verification of sickness, he is paid at double the bargaining unit member's regular hourly rate for all hours worked on the specified holiday. Time worked in excess of a regular work week/day, if to be paid overtime, shall be paid on the day

immediately following the period overtime is earned, or at the bargaining unit member's discretion accrued as compensatory time (up to a maximum of 150 hours.)

Bargaining unit members who have accumulated comp time in excess of 150 hours will not be allowed to accumulate any comp time until their accumulated comp time has been reduced below 150 hours. A week shall be defined as beginning at 12:01 A.M. Sunday and ending 12:00 midnight the following Saturday. Given reasonable notice, bargaining unit members of this unit shall perform overtime work as requested by the department manager. Request for the use of compensatory time accrued under previous agreements and this agreement must be submitted in writing in advance of intended use and will be granted upon mutual agreement between the bargaining unit member and the supervisor.

The order of overtime assignment will be determined by seniority within the Unit. Upon approval of this MOA by the City Council, the current order of overtime assignment will be reset on the seniority within the Unit. All unit members will be afforded an opportunity to volunteer for overtime assignment before those with the highest seniority receiving additional opportunity to volunteer.

ARTICLE 12. NIGHT DIFFERENTIAL

It is agreed that the City pay a night differential at the rate of ten percent (10%) above base salary to bargaining unit members of this Unit who work between the hours of 3:00 P.M. and 7:30 A.M. subject to the following conditions:

1. Any bargaining unit member who works 4 or more hours between the hours of 3:00 P.M. and 7:30 A.M. shall receive the night differential for their entire shift.
2. Any bargaining unit member employee who works less than 4 hours between the hours of 3:00 P.M. and 7:30 A.M. shall receive the night differential for those hours worked during the qualifying period.
3. The night differential shall be continued on days that the bargaining unit member does not work but is on paid status, however, the city shall discontinue the differential payment when the bargaining unit member is in paid status but absent from work more than 10 days.

ARTICLE 13. SENIORITY

- A. Service Seniority is interpreted and defined as length of continuous service in a respective classification or in a promotional classification within the same

occupational family group.

- B. Seniority will be the determining factor in resolving (1) vacation requests, (2) shift assignments, (3) days off from among qualified bargaining unit members and shall be a determining factor in the assignment of overtime. A qualified bargaining unit member is one who has an acceptable performance evaluation report.
- C. Under emergency and temporary conditions, the employer may change shift assignments and days off without regard to Paragraph # (B). Upon request, such changes will be proper subject for discussion between the City and the Union.

ARTICLE 14. UNIFORM ALLOWANCE

The City agrees to provide an annual uniform allowance to be paid semiannually (September and March) each year during this Agreement to each bargaining unit member of this Unit. The allowance shall be:

2019–20	\$900
2020–21	\$900
2021–22	\$1,000

The City also agrees to provide two (2) uniforms to new bargaining unit members upon commencement of probation.

The determination of type of uniform (i.e. polo shirt or formal uniform shirt) shall be made on an individual department basis, subject to prior approval by the City Manager. Prior to determining the type of uniform, the City shall meet and consult with the union.

Bargaining unit members shall, therefore, be required to wear their uniforms at all times while on duty, unless written request for waiver is approved by the Department Head or his/her designee.

Permanent bargaining unit members shall receive up to \$250 per year for safety boots following the presentation of a receipt to the bargaining unit members' supervisor.

ARTICLE 15. UNION BUSINESS

Any bargaining unit members may be granted time off to perform Union functions, inclusive of conferences, conventions, seminars, without loss of pay, not to exceed an aggregate of 100 hours per fiscal year for all such bargaining unit members and functions, provided that reasonable notice of the request is given to the supervisor.

Written confirmation of attendance must be submitted within five working days to the bargaining unit member's supervisor after attending any union functions herein described. Confirmation shall include the date and times of attendance on appropriate letterhead executed by the provider of the function.

ARTICLE 16. MOVE-UP ASSIGNMENT

Pursuant to the terms of this Article, a bargaining unit member who does not qualify for a higher job classification but is asked to temporarily fill that higher job classification shall be eligible for move-up pay after a one-time completion of a 5-day training period in any higher job classification.

Any prior acting assignments will be counted toward the satisfaction of the 5-day training requirement for each higher job classification.

A move up assignment must be initiated by a Personnel Action Form and must be for a minimum of eight (8) hours.

Personnel action forms showing the completion of a minimum of 5-days move up assignment in any /each higher job classification will satisfy the requirement of the training period.

After the successful completion of the 5-day training period, whenever a bargaining unit member is given an acting assignment to that position, the bargaining unit members shall receive compensation fixed within the higher salary range for the position in which the move-up placement is made and shall be an increase of not less than five percent (5%) of the bargaining unit member's regular base salary.

When a bargaining unit member is in a move-up assignment, he/she shall continue to receive the same fringe benefits at the same levels and rates as that unit member received prior to the move-up assignment. For purposes of this provision, auto and phone allowances are excluded. Moreover, any cash out of the value of benefits while a bargaining unit member is serving in a move-up assignment shall be at the same rate and levels as that member's permanent classification.

ARTICLE 17. JURY DUTY/SUBPOENAED WITNESS

Any regular or probationary bargaining unit member who is called for jury duty, examination for jury duty, or who is summoned to attend court as a subpoenaed witness, shall be compensated at his regular rate of pay for those hours of absence which occur during their regularly scheduled work hours provided that such bargaining unit member deposits all fees for such hours, exclusive of any mileage

allowance, with the City Controller. Bargaining unit members, who are summoned to attend court as a subpoenaed witness, on behalf of the City, on a date that is a regularly scheduled day off, shall receive compensatory time off at a rate of time and one-half.

COURT TIME POLICY — Bargaining unit members shall be compensated for court time in accordance with departmental procedures.

ARTICLE 18. GRIEVANCE PROCEDURES

A. Purpose of Grievance Procedures:

1. To promote improved employer-employee relations
2. To provide that grievances shall be settled as near as possible to the point of origin.
3. To provide that the grievance procedures shall be as informal as possible.

B. A “grievance” is defined as a question (or claim) raise by an employee or group of employees against the employer arising out of the (1) meaning, (2) interpretation, or (3) application of the express provisions of the Memorandum of Agreement.

Step 1 (Informal)

An employee’s grievance must be submitted to his/her first line supervisor or equivalent immediately in charge of the aggrieved employee (as identified by the Department Head) within ten (10) business days after the event-giving rise to the grievance. The supervisor will give his or her answer to the employee by the end of the tenth business day following presentation of the grievance and the giving of such answer will terminate Step 1. The ten (10) business days’ requirement may be waived by mutual consent of the parties involved.

Step 2

If the grievance is not settled in Step 1, the employee and his/her representative, if any, shall within fifteen (15) working days after the termination of Step 1, appeal in writing on the City-provided form to the Department Head or equivalent. The Department Head shall schedule a meeting to take place within ten (10) business days from the date the grievance is referred to Step 2. The Department Head or equivalent may invite other members of management to be present at such meeting. The Department Head or equivalent will give a written reply by the end of the tenth business day following the date of the meeting, and giving of such reply will terminate Step 2.

Step 3 (City Manager's Office/Personnel Department)

If Step 2 does not resolve the grievance, the employee may appeal the grievance in writing on the City-provided form, to the City Manager's Office/Human Resources Department. The grievance shall be submitted within fifteen (15) business days of receipt of the response given in Step 2. The City Manager or his/her designee will respond to the employee within fifteen (15) business days of receipt of the grievance. The decision of the City Manager shall terminate Step 3. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next level. The time limit in each step may be extended by prior mutual written agreement of the City and the employee at each step.

ARTICLE 19. ARBITRATION

Grievances which are not settled pursuant to the established procedures above, and where all other informal, internal means of settlement have been exhausted unsuccessfully, and which either party desire to contest further, shall be submitted to arbitration as provided below.

- A. The matter will go to arbitration if either party files with the other in writing, a demand for such further procedures within 20 calendar days after the decision provided for by Step 3 of the Grievance Procedure.

As soon as possible, and in any event not later than ten (10) days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

- B. The arbitrator shall have no power to amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other.

- C. The award of the arbitrator shall be binding for all grievances as defined by this Agreement. Grievances resulting from suspensions, dismissals, and demotion shall be submitted to advisory arbitration, and the decision and award are advisory to the City Manager and City Council.
- D. The arbitrator may hear and determine only one grievance at a time without the express agreement of the City and the grievant representative.
- E. The parties shall share equally the expense of the cost of arbitration, with the exception of their own counsel's fees and witness service. Also, any copies of transcripts of the proceedings other than that provided to the arbitrator shall be paid solely by the requesting party.

The CITY and SEIU Local 721 mutually agree to request the City Attorney to review the arbitration process and, if needed, recommend changes.

ARTICLE 20. ACCESS TO WORK STATION

The City agrees to grant official representatives of the Union the access and right-to discuss grievances or problems arising under the terms of this Agreement with bargaining unit members of this Unit during working hours. It is agreed that there will be as little interference as possible by the Union's business representatives and stewards during the working hours of all such employees. It is agreed that the Public Safety Unit may select a reasonable amount of stewards to represent this Unit, but not to exceed one steward for every ten members. The Union agrees to give the City a written list of employees who have been selected as stewards, and such list shall be kept current by the Public Safety Auxiliary Unit. It is agreed that the steward be permitted to conduct a reasonable amount of time toward Union business relative to grievances during working hours without loss of pay, if such time will not interfere with departmental operations and with prior approval from the employing department manager. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of his/her activities and role as a steward.

The City agrees to permit the Union to use City facilities to conduct business meetings when such facilities are available and requested in a timely manner.

ARTICLE 21. LABOR MANAGEMENT MEETINGS

The City agrees to convene labor management meetings at least six (6) times per year for the purpose of informally discussing employment-relations issues. At least 72 hours prior to each meeting, the Union shall present to the City a written agenda of the topics to be discussed. The Union and the City agree that the meetings will be convened for

the purpose of improving labor management relations and implementing mutually agreeable solutions to issues in dispute. The meeting shall be convened for the purpose of constructive discussion of City work policies and procedures.

Further, the Union and the City agree to discuss the administration of the contract during these meetings. The intent here is for the parties to keep one another abreast of the day-to-day problems with respect to application of the MOA. It is not intended that any collective bargaining is to take place at these quarterly meetings. Both parties agree that the added purpose of these meetings to foster improved employer-employee relations, reduce the number of conflicts between the Union and Management through improved communications and set the tone for negotiations at the expiration of the Memorandum of Agreement.

During the term of this agreement the parties agree to use some of the meeting time to discuss service and job restoration planning, including but not limited to: training, review of vacant bargaining unit positions, restoration of bargaining unit jobs, contracting out, and restoring city services to pre-financial crisis levels.

ARTICLE 22. EDUCATIONAL REIMBURSEMENT

The City shall reimburse bargaining unit member for tuition and books up to a maximum of \$2,500 per fiscal year, providing that the bargaining unit members enrolled in educational institutions comply with the provisions listed herein. In no case shall bargaining unit members receive reimbursement above actual costs on any expenditure or grant reimbursement, nor will veterans be eligible to participate while receiving financial remuneration through the GI Bill.

ARTICLE 23. WORK STOPPAGES

Neither the Union, its officers or agents, nor any of the bargaining unit members covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. Any bargaining unit member who violates any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 24. EMPLOYER RIGHTS

Except as explicitly limited by a specific provision of this Agreement, the employer shall have the exclusive right to take any action deems appropriate in the management of the City and the direction of work force in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which the employer has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively with the Employer.

The Employer shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, utilization of technology, the organizational structure, and selection, directions, and number of personnel. In addition, the Employer specifically reserves the exclusive right in accordance with its judgment to: (1) reprimand or otherwise discipline employees for cause; (2) hire, promote, and transfer in accordance with the Charter and the Personnel Rules and Regulations; (3) assign employees to work; (4) determine the starting and quitting time; (5) maintain the efficiency of employees; (6) close down buildings or any part thereof; (7) expand, reduce, alter, combine, transfer or cease any job, department, operation or service; (8) subcontract any work done by the employees; (9) control and regulate the use of the equipment and other property of the Employer; (10) determine the number, location and operation of buildings, divisions, and departments thereof, the assignment of work and the size and composition of the work force; (11) make or change rules, policies, or provisions, exclusive of this Agreement; (12) introduce new or improved research, development, maintenance, service methods, materials, or otherwise generally manage the City; (13) direct the employees and establish terms and conditions of employment, except as expressly modified or restricted by specific provisions of this Agreement. The employer's non-exercising of any function hereby reserved to it, or its exercising any such function in a particular way shall not be deemed a waiver of its rights to exercise such function or to preclude the Employer from exercising the same in some other way not to conflict with the express provisions of this Agreement. The Union agrees that shall not establish or attempt to enforce upon the Employer, or any employee any rule or regulations which would interfere with the recognized right of management to carry out the foregoing provisions. The City hereby agrees to meet and confer on matters relating to wages, hours, and other terms and conditions of employment when required by law (Section 3505 of the Government Code).

Effect of Laws, Rules, and Regulations

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the Employer and shall be governed by the laws of the State of California, and by the Employer's rules, regulations, directives, and orders, issued by

properly designated officials. The Union also recognizes the right, obligation and duty of the Employer and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time, as deemed necessary by the Employer, insofar as such rules, regulations directives, and orders do not conflict with the express terms of this Agreement.

Reservation of Management Rights

The enumeration of the rights and duties of the Employer in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. The Union agrees that its members shall comply with all City and departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that application of departmental rules and regulations which affect working conditions and performance shall be subject of the grievance procedures as set forth in the Personnel Rules and Regulations.

ARTICLE 25. SEPARABILITY PROVISION

This Memorandum of Agreement is subject to all applicable Federal, State, County, and City laws and regulations, and any lawful rules and regulations enacted by the City's Personnel Board. If any part or provision of this Memorandum of Agreement in conflict or inconsistent with such applicable provisions of Federal, State, County or City Laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Agreement shall not be affected thereby.

ARTICLE 26. PREVAILING RIGHTS

To the extent that they are not expressly or by necessary interpretation and application covered by the purposes, intents, and language of this Agreement, all rights, privileges, obligations, and working conditions of employment within the scope of representation presently enjoyed by the employees within the Unit shall remain in effect and be operative during the term of this Agreement, unless eliminated, enlarged or otherwise modified after the Meet and Confer process to the extent that such procedures are required by the laws of the State of California.

ARTICLE 27. BILINGUAL ASSIGNMENT

A) The City agrees to pay \$40.00 bi-weekly (\$80.00 per month) to bargaining unit

member when assigned to provide bilingual services. Bargaining unit members shall be required to pass a qualifying examination administered by the City to determine proficiency for bilingual assignment. Bargaining unit members accepting bilingual assignments shall be assigned to shifts and Divisions in a manner that is of the greatest value to the Department. Seniority shall be the determining factor in disputes regarding selections of shifts where bilingual assignments are to meet the needs of the Department. Bargaining unit members committed to the bilingual assignment shall be obligated to provide such services to the City as needed.

- B) A differential of \$70.00 (\$140.00 per month) will be paid to bargaining unit members who obtain a certificate showing oral and written competence in Spanish from an institution in the state of California approved by the Human Resources Department, when assigned to provide bilingual services.

Bargaining unit members currently receiving bilingual pay under the provisions of "A" above will be eligible to receive payment of \$70.00 bi-weekly if they can demonstrate written competence in Spanish as determined by the Human Resources Director.

ARTICLE 28. COMPENSATION

A. Retirement Contributions

The CITY shall provide Classic California Employees' Retirement Systems (CalPERS) members who are covered by this MOA, the 2.7% at 55 years Retirement Plan of CalPERS. The CITY shall provide employees who are New CalPERS members who are covered by this MOA, the 2% at 62 years Retirement Plan of CalPERS. The CITY shall continue to pay the employees' 8% portion of retirement contributions to CalPERS for Classic CalPERS members who are employed in a classification represented by SEIU Local 721. Employees defined as New CalPERS members shall pay up to 8% of their portion of contribution to CalPERS retirement.

Note: Classic members are defined as CalPERS members who were active prior to January 1, 2013, or individuals from reciprocal agencies who were active prior to January 1, 2013.

New members are defined as members who are brought into CalPERS membership for the first time on or after January 1, 2013, and who have no prior membership in any other California public retirement system.

Salary ranges of classifications represented by the Union shall be set as follows:

CLASSIFICATION	06/30/16	07/01/17	07/01/18
Parking Control Officer	83	86	88
Security Officer	76	79	81
Security Services Coordinator	134	137	139

B. Adjustments to Compensation

Effective retroactive to July 1, 2019, there will be zero (0%) percent wage increase to base pay which shall be reflected in the City's salary ranges.

C. Parity Clause

If any bargaining unit, except for the Firefighters Unit, receives a total on schedule compensation package exceeding the percentage amount any SEIU agrees to, the difference shall be provided to each unit represented by SEIU. The trigger for parity for this agreement shall be a percentage greater than 6%.

ARTICLE 29. ZIPPER CLAUSE

This MOU sets forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing MOU's understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Notwithstanding the above, the parties agree to meet and confer upon mutual agreement. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE 30. HOLIDAYS

Full time bargaining unit members of this Unit shall receive time off with pay on holidays as designated by the City Council. When a holiday falls on Sunday, the following Monday shall be observed; and when a holiday falls on Saturday, the preceding Friday shall be observed. When the employee's birthday or holiday falls on a weekend or during his/her scheduled vacation, employee will receive another day off, when requested, subject to approval of his/her supervisor. The employee's birthday holiday must be used within one year in which the birthday falls.

The City Manager shall have authority to order all bargaining unit members of any department to work on any holiday. A new bargaining unit member whose first workday is the day after a City holiday shall not be paid for that holiday. A bargaining unit member who is terminating his/her employment with the City for reasons other than paid City retirement and whose last day as a paid employee is the day before a City holiday shall not be paid for that holiday.

In order to receive holiday pay, a bargaining unit member must have worked for all or a portion of both the regularly scheduled working assignments immediately prior to and immediately after that holiday, unless such bargaining unit member is on paid vacation or sick leave.

In order to be compensated for holiday time, a bargaining unit member must turn in a medical statement from the attending physician explaining illness for the day taken before and/or after the holiday. The City agrees to provide the following paid holidays to bargaining unit members of this unit:

Independence Day
Labor Day
Admission Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day*

** Employees assigned an alternate work schedule (Monday through Friday) will receive this day as a regular holiday. Employees assigned a 4-10 work schedule (Monday through Thursday) will receive this day as a Floating Holiday, to be used by June 30 of each year.*

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
Cinco de Mayo
Memorial Day
Employee's Birthday (Floating)
César Chávez Holiday

By action of Resolution, the City Council establishes legal holidays for City employees each year. When a bargaining unit member calls in sick on a designated holiday and is scheduled to work on that day; a doctor's statement shall be submitted to the Department together with the time card in order to be eligible for sick benefits. This statement shall specify the date and the nature of the illness.

If the City Council declares a holiday but bargaining unit members are unable to observe it due to work requirements, bargaining unit members will be granted equivalent time off. If bargaining unit members request and are denied the opportunity to schedule any floating holiday time, the City shall pay for the unused time.

All floating holidays approved by the City Council shall be "front-loaded", i.e., credited to each employee's leave bank on July 1 of each year. Employees shall be allowed to use this holiday time in advance of when it is actually earned. However, in the event that an employee voluntarily terminates employment with the City and he/she has taken unearned holiday time, that time shall be deducted from his/her vacation accrual and/or his/her final paycheck at the City's option.

ARTICLE 31. RETIREMENT

The City shall provide Classic California Public Employees' Retirement System (CalPERS) members who are covered by this MOA, the 2.7% at 55 years Retirement Plan of CalPERS. The City shall provide employees who are new CalPERS members who are covered by this MOA, the 2% at 62 years Retirement Plan of CalPERS.

Note: Classic members are defined as CalPERS members who were active prior to January 1, 2013, or individuals from reciprocal agencies who were active prior to January 1, 2013.

New members are defined as members who are brought into CalPERS membership for the first time on or after January 1, 2013, and who have no prior membership in any other California public retirement system.

ARTICLE 32. EMPLOYMENT OPPORTUNITIES

Vacancies in the Classified Services shall be filled by the method prescribed by Rule 6.2A and 6.6A of the City of Compton's Personnel Rules and Regulations. The City agrees to post an employment opportunity bulletin for at least ten (10) working days to announce vacancies for any newly created Unclassified positions which are deemed comparable or similar to any position represented by SEIU Local 721 (excluding positions created in the following offices: Mayor and Council, City Manager and City Attorney).

ARTICLE 33. CONTRACTING AND SUBCONTRACTING

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal actions. The right of contracting or subcontracting is vested in the City. The rights to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The City further agrees that for the term of this Agreement it will not layoff, demote and/or decrease the salary of any bargaining unit employee who has completed his or her probationary periods and has regular civil service status at the time of the execution of this Agreement, because of the exercise of its contracting or subcontracting rights, except in the event of an emergency, strike or work stoppage.

The City agrees to send a request to "Meet and Confer" to the Union within 15 working days prior to any final decision to subcontract the work performed by bargaining unit members, to discuss its intent and any unforeseen impacts and hardships. The Union agrees to meet with the City within five (5) working days once notice is received.

ARTICLE 34. VACATION

Bargaining unit members of this Unit may use vacation leaves after the satisfactory completion of six months of continuous service with the City. Permanent full time bargaining unit members accrue vacation according to the limitations described in the Personnel Rules and Regulations and the following schedule, and permanent part time bargaining unit members accrue vacation according to the limitations described in the Personnel Rules and Regulations and at ½ the amounts listed in the following:

6 months to 5 years of service	6.667 hours per month
5 to 9 years of service	10.00 hours per month
10 to 14 years of service	14.00 hours per month

15 or more years of service

17.333 hours per month

Bargaining Unit members may convert up to 80 hours of vacation leave to cash provided the bargaining unit member has in excess of 400 hours of unused vacation leave, upon the City Manager's approval.

Within sixty days of ratification of this MOU, the parties shall meet and confer on a mutually agreed upon schedule, but no less than once every two (2) weeks, regarding the vacation accruals and vacation accrual overage matter.

ARTICLE 35. PERSONNEL FILES

The official personnel file of each bargaining unit member shall be maintained by the City's Human Resources Department. A bargaining unit member and/or a Union Representative/Steward authorized by the bargaining unit member may review and/or obtain copies of any documents from the bargaining unit member's personnel file. Copies of any "derogatory" written material shall be provided to the affected bargaining unit member before it is placed in the personnel file. The bargaining unit member may be given an opportunity, during normal working hours and without loss of pay, to review and initial the material, if such time will not interfere with departmental operations and with prior approval from the bargaining unit member's Department Manager. It is agreed that the City will review personnel files for bargaining unit members covered by this Agreement annually, to remove and/or seal (whichever is appropriate) any reprimands or infractions (excluding serious disciplinary matters, i.e. suspensions, demotions, and dismissals) which are at least four years old and have not been repeated in a two-year period, or which are internally generated complaints, which are at least two years old and have not been repeated within that time.

ARTICLE 36. TERM

This Agreement shall be in full force and effect, commencing July 1, 2019, and concluding on June 30th, 2022. All terms and conditions agreed to in this Memorandum of Agreement shall remain in effect until a successor Memorandum of Agreement is agreed to, or until such time as the City may implement changes in this Memorandum of Agreement by unilateral implementation through impasse.

ARTICLE 37. CERTIFICATION/LICENSES

The City shall pay the cost for any special license or certificate required of the performance of job duties. The City shall also provide release time where necessary for the bargaining unit members to take tests and/or training for such documents. The City

agrees to Meet and Confer with the Union additional compensation for those classifications requiring certification and/or licenses.

Within sixty days of ratification of this MOU, the parties shall meet and confer on a mutually agreed upon schedule, but no less than once every two (2) weeks, regarding certification bonuses.

ARTICLE 38. SAFETY

City management will make every reasonable effort to provide safe working conditions, and the Union will require that all unit members perform their duties in a safe manner. As long as needed, City management shall continue to provide unit members safety clothing and safety devices. When issued, unit members shall utilize such safety clothing and safety devices. In addition, each unit member shall be responsible for promptly reporting to his/her supervisor any observed unsafe practice or condition. City management shall advise the unit member of the action or correction that will be taken.

The City will provide annual training to the unit members regarding the handling and disposal of items, including potentially biohazardous items, located at various areas of the City and training for members regarding appropriate interaction with members of the public.

The City will provide safety ballistic vests for all bargaining unit members who are required to carry a firearm by the position classification in the performance of job duties. Employees may choose to purchase and use an optional external uniform vest carrier at his/her own expense. The carrier shall match the uniform shirt in color and all costs associated with replacement due to damage done while on duty will be incurred by the employee.

The City will provide unit members with Rain Jackets and Pants ("Rain Gear"). The City will meet and consult with the Union regarding the type of rain gear to be provided. Unit members will be required to execute a form acknowledging receipt of the Rain Gear and Pants as well as acknowledgment and agreement to be responsible for loss or damage beyond standard wear and tear.

ARTICLE 39. LAYOFF AND RETRENCHMENT PROCEDURES

Any employee in the Classified Services may be laid off for lack of funds through action of the City Council, as set forth in Article XI Section 1107 of the City Charter and Rule 8 of the Rules and Regulations.

A. Abolition of Position Lay-Offs

Whenever it becomes necessary, in the opinion of the City Council, to abolish a position, or to reduce the number of employees in a given class in the Classified Service, the City Council, may do so by stating in its proceedings, its reasons therefore. Should such positions involving substantially the same duties be created or filled within one year, the employee or employees laid off shall be entitled to be appointed thereto.

All lay-offs occasioned by the abolishment of a position or the reduction in number of employees in a given classification shall be governed by seniority service and shall be in the reverse order as seniority in service and shall be in the reverse order as hired.

Interpretation

Service Seniority is interpreted and defined as length of continuous service in the respective classification within the same occupational family group.

B. Order of Separation

Seniority in classification shall govern the order of layoff so that positions remaining, which are not abolished or are to be staffed after layoff will be occupied by employees with greatest Length of continuous service in the classification.

1. Wherever seniority in classification is equal, the following criteria shall be applied in the order below:
 - a. Service within that occupational group
 - b. Total City Service
 - c. Relative position on eligibility list
 - d. Drawing of lots

C. Voluntary Reduction in Lieu of Layoff

Any classified employee serving in a permanent or promotional probationary status who is scheduled to be laid off may, not later than five working days after notice of layoff, request a reduction to a lower class, regardless if he has previously served, a 90-day probationary period will be required. If the employee does not receive a satisfactory evaluation, he/she then reverts to the next lower position within the group in which they have accrued seniority.

Employees may revert to positions outside of the family group only when they have previously served in the respective position, and there is a vacancy or there is an incumbent in such position who has less total service therein than the employee requesting the demotion in lieu of layoff.

The employee displaced shall be considered as laid off for the same reason as the person who displaced him and shall employ the same procedures.

The employee laid off shall be given written notice of layoff not less than 30 calendar days prior to the effective date of the layoff, and shall be informed of his/her reinstatement status in writing.

The employee laid off or displaced as a result of another employee's reversion to a lower classification shall receive written notice of layoff not less than 20 days prior to the effective date of such action.

The employee laid off as a result of a displaced employee's reversion to a lower classification shall receive written notice of layoff not less than ten (10) days prior to the effective date of the layoff.

The names of permanent employees who have been laid off due to a reduction in force shall be placed on an appropriate layoff/reinstatement list according to the date of separation and shall be based on: last employee laid off is the first employee on the list with other employees eligible in sequential order hereafter. Said list shall be used by the appointing officer when a vacancy for that class is to be filled before certification.

D. Order of Recall

Employees in the Classified Service who have been laid off shall be placed on an appropriate layoff/reinstatement list according to the date of separation and classification of position. Said list shall be used by the appointing officer when a vacancy exists for the class or position of former employment.

Recall from layoff shall be in the reverse order of layoff within the class and in accordance with the reinstatement list compiled for such purposes.

E. Notice of Recall

Notice of recall from layoff shall be return-receipt requested mail and shall specify the date for reporting to work, which shall not be more than two weeks from the date notice, is received.

Notice shall be deemed to have been received when sent to the last known address on file with the City and delivery if certified by the Postal Service.

Notice of recall will also be forwarded to the respective employee organization. Employees to be laid off shall submit to the Personnel Department their current address at the time of separation. Upon receiving notice, the person on layoff shall have five days to accept or decline the recall opportunity.

1. If an employee fails to respond in writing within five (5) days of recall, the City will proceed to the next senior person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met, or the list is exhausted.
2. Any employee who refuses recall fails to report on the prescribed date within the two-week maximum thereby waives all remaining rights to recall and reinstatement as an employee.

F. Reinstatement /Restoration

Any employee who has been laid off and who is reinstated in a permanent position within one year from the date of layoff shall receive the following considerations and benefits:

1. All sick leave credited to the employee's account for which the employee was not compensated when laid off shall be restored;
2. All seniority held at the time of layoff shall be restored;
3. All prior active duty time shall be credited for the purpose of determining vacation service awards.
4. The probationary status of any employee who is interrupted by layoff must be completed upon reinstatement; however, a new probationary period of not less than 90 days will be required in all cases where the probation has been

interrupted by layoff for a period of six months or more, as well as in situations where recall is to a different class or department from which displaced by layoff.

a. Resignation in Lieu of Recall

An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement, and be entitled only to those rights related to severance from the service.

b. Assignment of Duties to Another

The duties performed by any employee laid off may be assigned to any other employee or employees handling positions in appropriate classes.

G. Separation after Recall

Layoff for more than one year will terminate reinstatement rights. The employee will be entitled to same severance benefits and pay as are provided in the case of other separations or retirements.

H. Checkout upon Layoff, Separation or Terminations

Any employee who is laid off, terminated, or who separates from the service for any reason, shall not receive his final paycheck until he has turned in his City identification card, has cleared with his department head the disposition of any clothing, tools, or other working materials that have been provided to him by the City, and has completed all exit interviews and forms which may be required by the City Manager.

I. Severance Benefits upon Termination of Employment

The employee who is separated from the service is entitled to receive, in lieu of any other severance payments other than the benefits of a vested retirement program, those accumulations of unused and accrued vacation and sick leave credits as are provided for in this Memorandum of Agreement. If an employee elects to withdraw all compensation due at the time of layoff, he/she must request in writing, total and final severance pay from the City Controller at least ten (10) days prior to the effective date of the layoff. Upon receipt by an employee of such amounts of accumulation, all rights to any further severance pay shall be accrued and accumulated credit for unused vacation or sick leave time, nor any lump sum payment in lieu thereof be counted as sick credit nor be deemed as compensation for purposes of establishing the level of retirement benefits under any retirement plan

then in force and effect. If an employee elects to restore time for which he/she was compensated, he/she must remit any monies received to the City.

ARTICLE 40. FIREARM CERTIFICATION

The City shall reimburse the Security Officers for the annual fee associated with retaining their California gun permit through the Bureau of Security and Investigative Services. The City shall also provide the training required (two sessions per year at a gun range) for Security Officers to retain their California gun permit through the Bureau of Security and Investigative Services.

ARTICLE 41. NEW EMPLOYEE ORIENTATIONS

“New Employee Orientation” means the onboarding process of a group of newly hired public employees, whether in person, online, or through other means and mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matter.

During each calendar month, the City shall inform the Union if any employees have been hired into the bargaining unit during that respective month. If any employee(s) have been hired, the City shall provide Union access to any new employee orientations that may be held. The Union shall receive not less than ten (10) calendar days’ notice in advance of a monthly orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the City’s operations that was not reasonably foreseeable. The notice shall be sent via email to the Worksite Organizer (WSO) and to membership@seiu721.org.

The City will provide Union representatives up to thirty (30) minutes exclusive time (without management representatives present) with any new bargaining unit employees to explain the coverage of this Agreement, obligations and benefits of Union membership and provide all other pertinent information to the employees regarding the Union. Such time may be scheduled in a meeting room or other space provided by the City.

Release time shall be granted for stewards to participate in the new employee orientations.

April 5, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (S.E.I.U.), LOCAL 721, MAINTENANCE AND TRADES FOR FISCAL YEARS 2019-2022

SUMMARY

The City Council will consider this resolution adopting a three-year employment contract (Memorandum of Agreement) between the City of Compton and Service Employees International Union (S.E.I.U.) Local 721, Maintenance and Trades.

BACKGROUND

The City of Compton has four union locals that represent the majority of its Miscellaneous (Non Safety) employees. The proposed MOA is for Service Employees International Union (S.E.I.U.), Local 721, Maintenance and Trades representing service employees in the City of Compton.

The previous union agreement between the City and Service Employees International Union (S.E.I.U.), Local 721, Maintenance and Trades expired on June 30, 2019. In June 2021, the Service Employees International (S.E.I.U.), Local 721 Maintenance and Trades agreed to a Side Letter of Agreement modifying the terms of the MOA for a period of two years. In February 2022, the City and Service Employees International Union (S.E.I.U.), Local 721, Maintenance and Trades met and ratified the agreement.

STATEMENT OF THE ISSUE

Over the past months, the City has been negotiating with Service Employees International Union (S.E.I.U.), Local 721, Maintenance and Trades regarding salary and benefits and has come to an agreement. SEIU Local 721, Public Safety Auxiliary has met with its members and voted to approve the terms of contract agreed to during negotiations. The proposed ratified MOA must now be approved by the City Council, at which point the MOA can be executed and implemented.

FISCAL IMPACT

There is no salary increases during the length of this MOA with Service Employees International Union (S.E.I.U.), Local 721, Maintenance and Trades employees for Fiscal Year 2019-2022.

RECOMMENDATION

Staff recommends approval of the attached Resolution adopting the MOA for Service Employees International Union (S.E.I.U.), Local 721, Maintenance and Trades.

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (S.E.I.U.), LOCAL 721, MAINTENANCE AND TRADES UNIT FOR FISCAL YEARS 2019-2022

WHEREAS, the City of Compton has fulfilled its meet and confer obligations as required by the Meyers-Millais-Brown Act; and

WHEREAS, the negotiations have resulted in an agreement with the City of Compton and the Service Employees International Union (S.E.I.U.) Local 721, Maintenance and Trades Unit; and

WHEREAS, the previous union agreement between the City and Service Employees International Union (S.E.I.U.), Local 721, Maintenance and Trades Unit expired on June 30, 2019. In June 2021, the Service Employees International (S.E.I.U.), Local 721 Maintenance and Trades Unit negotiated and agreed to a Side Letter of Agreement modifying the terms of the MOA for a period of two (2) years. In February 2022, the City and Service Employees International Union (S.E.I.U.), Local 721, Maintenance and Trades Unit met and ratified the agreement.

WHEREAS, it is in the best interest of the City to adopt this agreement as proposed; and

WHEREAS, there is no salary increases during the length of this Memorandum of agreement with Service Employees International (S.E.I.U.), Local 721, Maintenance and Trades Unit for Fiscal Year 2019-2022.

WHEREAS, there are no Budget amendments needed through June 30, 2022.

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 does hereby approve the Memorandum of Agreement executed by the representatives of the Service Employees International Union (S.E.I.U.), Local 721, Maintenance and Trades Unit, a copy of which is attached hereto and incorporated herein by reference.

Section 2. That the City Manager is hereby directed to execute and implement the Memorandum of Agreement in accordance with the provisions of this Resolution.

Section 3. That this Resolution and the Memorandum of Agreement incorporated herein shall supersede any provisions of previously adopted City policies that conflict with the provisions of this Memorandum of Agreement.

Section 4. That a certified copy of this Resolution shall be forwarded to the offices of the City Attorney, City Clerk, City Manager, City Controller, SEIU Local 721, Maintenance and Trades Unit and the Human Resources Department.

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

ADOPTED this _____ day of _____, 2022.

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 L. 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 on the _____ day of _____, 2022.

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

MEMORANDUM

OF

AGREEMENT

CITY OF COMPTON,
A MUNICIPAL CORPORATION

AND

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721,

MAINTENANCE AND TRADES UNIT

JULY 1, 2019,
TO
JUNE 30, 2022

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PREAMBLE

This Memorandum of Understanding (MOU) has been prepared pursuant to the terms of Government Code, Section 3500, which is hereby incorporated by reference as is fully set forth herein, and has been executed by the City Manager on behalf of the City Council of the City of Compton, hereinafter referred to as the City, and by the Service Employees International Union, Local 721 (SEIU), Maintenance and Trades Unit hereinafter referred to as Union, on behalf of all employees as described in Article 1, Recognition, occupying position-classification set forth in Article 19, Compensation. It is, however, the mutual understanding of all parties hereto, that such Agreement is of no force or affect whatsoever, unless or until ratified and approved by resolution duly adopted by the City Council of the City of Compton.

The Personnel Rules and Regulations adopted November 6, 1979, by Resolution #12,522, shall be applicable to employees of this Unit. It is specifically understood that the expressed terms of this Agreement prevail where provisions are inconsistent.

ARTICLE 1. RECOGNITION

Service Employees International Union, Local 721, Maintenance and Trades (SEIU) is hereby acknowledged by the City as the recognized employee organization representing all permanent and full-time employees who occupy classified positions within the Maintenance and Trades Unit. The Unit, as presently established, consists of the classifications shown in Article 19, Compensation.

ARTICLE 2. SCOPE OF REPRESENTATION

The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or organization or executive order. The City agrees to consult with the Union on all classification specifications determined to be within the internal and occupational community of interest to the Union. In the event that the Union disputes the City's determination of community of interest and appropriate unit, the matter will be submitted to the State Mediation and Conciliation Service (SMCS) for mediation or for recommendation resolving the dispute.

ARTICLE 3. PAYROLL DEDUCTIONS

A. Dues Deduction

It is mutually agreed that the City will deduct dues and assessments twice each month, provided there is not more than one deduction per pay period, in an amount certified to be current and correct by the Union, from the pay of those employees the Union also certifies who have individually requested in writing that such deductions be made. The total amount of all such deductions shall be remitted by the City to the Union. The Union also agrees to maintain the individual employees' current written authorization forms to make such deductions.

This process for making payroll dues deductions authorization shall remain in full force and effect during the term of this Agreement, as specified in Council Resolution Number 10,471. The City shall not be responsible for failure to terminate a dues deduction absent advance written notice of such revocation by the Union. The Union will be responsible for refunding any deductions to non-member employees whom the City has already remitted to the Union after such cancellation or revocation. SEIU 721 agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issue against the City as a result of dues deduction or transmittal of such funds to SEIU 721, including claims for deductions made in reliance on the Union's representations and certifications regarding valid written employee dues deduction authorizations.

Each pay period, the Employer will provide the Union with the following information regarding bargaining unit members:

Employee Name

Employee ID # (File #)

Earning Per pay Period

Amount Deducted for the Pay Period (will include itemization of the deductions — Union dues, COPE, etc.)

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within seven (7) business days of each payday.

B. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union at any time and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

ARTICLE 4. NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employees because of race, religious creed, color, national origin, ancestry, citizenship, physical or mental disability, legally protected medical condition, military and veteran status, sexual orientation (including heterosexuality, homosexuality, and bisexuality) gender identity, gender expression, marital status, genetic information, sex (including pregnancy, childbirth, medical conditions related to pregnancy or childbirth and breastfeeding or a medical condition related to breastfeeding), age (40 and above), any other basis protected by law (e.g. an individual's opposition to unlawful conduct; an individual's association with a person of a protected class), political affiliation or union activities as defined by applicable sections of California Government Code (MMBA) or other protected classifications as defined by Federal or California state law.

ARTICLE 5. BULLETIN BOARDS AND OFFICE SPACE

The City shall provide office space to be used by the Union. The parties agree that the Union will be allowed continual use of bulletin boards presently used. The Union shall limit its posting of notices and bulletins to such areas. The Union agrees to forward a copy of each notice and/or bulletin to the Office of the City Human Resources Department prior to posting.

ARTICLE 6. PERSONAL LEAVE

Each bargaining unit member shall be allowed to designate up to 45 hours of accrued sick leave, as personal leave per calendar year. Bargaining unit members shall be allowed to use this leave for personal business; bargaining unit members shall give at least one (1) day's notice, where possible, of any intended use of personal leave. The only specific prohibition is that it cannot be used to provide for the three (3) day waiting period for workers' compensation claims. Personal leave days may not be accumulated from year to year.

In accordance with California Labor Code section 233, bargaining unit members may use up to fifty percent (50%) of his/her accrued sick leave per calendar year to care for the illness or injury of an immediate family members. Immediate family for purposes of this article is defined as spouse, domestic partner, child (including child of domestic partner), parent, grandparent, grandchild, sister, brother, mother-in-law, and father-in-law.

ARTICLE 7. BEREAVEMENT LEAVE

In the event of a death in the immediate family ("immediate family" shall mean the spouse, father, current father-in-law, mother, current mother-in-law, son, daughter, brother or sister of the employee, grandmother and grandfather, stepchildren, stepmother and stepfather, registered domestic partner, spouse's brother, spouse's sister, spouse's parents, spouse's grandparents, spouse's son-in-law and spouse's daughter-in-law), or the death of a relative residing in the employee's household at the time of death, a bargaining unit member shall be entitled to the necessary time to attend the funeral, up to a maximum of three (3) working days of bereavement leave. If bereavement leave requires the unit member to travel outside the State of California, the unit member shall be allowed to take up to five days of bereavement leave to cover the absence from work.

In the event of the death of a relative not considered in the immediate family, a bargaining unit member shall be entitled to take the necessary time to attend the funeral. This leave shall be charged against accrued sick time. If there is not accrued sick time, the bargaining unit member should then request vacation in accordance with the vacation procedures. The City reserves the right to verify leave taken pursuant to this section.

ARTICLE 8. SICK LEAVE BANK PAYMENTS UPON SEPARATION

Effective with the Resolution adopting this agreement, upon separation from the service due to termination for any reason other than disciplinary causes, every bargaining unit member shall be entitled to receive as severance pay (calculated at the final level of compensation), a proportion of sick leave accrual in accordance with the following schedule.

Severance Pay Proportion of Sick

<u>Length of Service</u>	<u>Up to 800 hrs.</u>	<u>Leave Bank Over 800 hrs</u>
0– 4 years	10%	0%
5–10 years	25%	0%
10–14 years	50%	25%
15–19 years	75%	50%
20–24 years	100%	75%
25 years or more	100%	100%

Bargaining unit members hired on or after July 1, 2014, shall not be entitled to the 0–4 years benefit.

- A. After payment of the severance amount calculated as described above, all accumulated sick leave shall permanently be lost, and no other payments shall be made to any other employee in lieu thereof.
- B. Severance pay will be granted only one time during the lifetime of any one employee.
- C. The total severance pay to which each bargaining unit member may be entitled based upon this Rule shall be actually paid in installments on each regular City pay day in an amount not in excess of the compensation to which the employee would have been entitled if still employed, until the entire severance pay entitlement has been exhausted.

ARTICLE 9. HEALTH/WELFARE BENEFITS**A. Medical Insurance Coverage**

For the term of this agreement the City shall pay up to the maximum of the Kaiser Los Angeles Region Family rate. The City's actual contribution for each bargaining unit member shall be based upon the bargaining unit member's enrollment in a plan

provided through the City's contract with Public Employees Retirement System (PERS) and status as:

1. Employee only
2. Employee and 1 dependent
3. Employee and 2 or more dependents

At the City's request, bargaining unit members shall submit verifiable proof of dependence for any one they seek to cover. Acceptable proof includes, but not limited to: marriage license, last IRS 1040 form, and certificates of birth. This shall apply to all bargaining unit members who are currently enrolled as well as new hires.

B. Dental Insurance

1. For the term of this Agreement, the City shall provide full payment for Citywide pre-paid plans. Dental coverage is available for employees and eligible dependents.
2. It is specifically understood that bargaining unit members shall pay any and all additional premium increases related to the orthodontic benefits and additional options not provided for in or in excess of the citywide basic plan through monthly payroll deductions.

INTENT: It is the intention of the Article to specify the City's obligations in paragraph "1" and the Unit member's responsibilities in paragraph "2."

C. State Disability Insurance

The City agrees to provide State Disability Insurance (SDI) at no cost to bargaining unit members.

D. Life Insurance

The City shall provide life insurance for bargaining unit members in the amount of \$40,000.

- E. The City shall not contribute towards any benefits when bargaining unit members are on unpaid status, or on suspension during the time the deductions are made except as provided by law.

F. Vision Insurance

Bargaining unit members and eligible dependents shall receive vision coverage under the City's vision benefit plan at no cost to the member.

G. Administration of Fringe Benefits

The City reserves the right to select, change, administer, or fund any fringe benefits program involving insurance that now exists or may exist in the future during the term of Agreement. In the administration of fringe benefits programs involving insurance, the City shall have the right to select the insurance carrier or other method of providing coverage to fund insurance benefits described herein during the term of this Agreement. The City shall meet and confer with the Union prior to any change of insurance carrier or method of funding coverage for any fringe benefits during the term of this Agreement. No change in insurance carrier or methods of funding coverage shall result in the reduction of benefits to any bargaining unit member covered by this Agreement unless agreed to by both parties.

H. Parity

If any other employee organization that the City has formally recognized pursuant to Resolution No. 10,471 negotiates an increase in the health insurance benefits described in Article for another City bargaining unit, the City will provide that increased benefit to bargaining unit members on the same terms and conditions that apply to the other Unit.

I. SEIU Supplemental Benefits

Within 90-days of ratification of this MOU, the parties shall meet and confer, on a mutually agreed upon schedule, to continue discussions regarding SEIU's request for the establishment of a voluntary Supplemental Benefits Program ("Program") for bargaining unit members. In the event that the parties agree to implement the Program, it shall be implemented upon Council approval during the term of this MOU.

ARTICLE 10. STANDBY/CALLBACK

Additional compensation shall be paid to bargaining unit members assigned to be on call for emergency maintenance or repair work during periods other than normal working hours. The rate of pay for a bargaining unit member on standby status who

responds to all Calls shall be twenty-five (\$25.00) per day or fifty (\$50.00) dollars per day for legally recognized holidays during the standby period.

The order of standby will be determined by seniority within the Unit. Upon approval of this MOA by the City Council, the current order of standby will be reset based on the seniority within the Unit. All unit members will be afforded an opportunity to volunteer for standby before those with the highest seniority receive additional opportunity to volunteer.

Overtime work performed during a callback period shall be paid at the rate of one and one-half times the straight time hourly rate for the time worked, but not less than two (2) hours regardless of the actual time worked, exclusive or such standby premium.

During the standby period (provided the bargaining unit member makes himself/herself available and responds to all calls for emergency work), the bargaining unit member so assigned will received the weekly standby premium for the entire period. Bargaining unit employees of this Unit shall serve standby assignments when requested by the department manager. A bargaining unit member who is found to be unavailable, or who does not respond to an emergency call, shall not qualify for standby pay for the entire standby period except in cases where he has notified his supervisor in advance of an emergency which will prevent his responding. In that event, the bargaining unit member shall be compensated only for the prorated portion of the entire weekly standby period for which he was available. The City will furnish two cellular phones for each section for use by bargaining unit members serving standby duty.

Should there be a need to respond to a call, two bargaining unit members who are on stand-by status shall respond to the call.

ARTICLE 11. OVERTIME

Whenever a bargaining unit member is required by the City to work on a recognized holiday, the City agrees to compensate at two-and-one-half times the bargaining unit member's regular hourly rate for all hours worked on the specified holiday, provided that the employee is not absent, or on sick leave within 48 hours after such time worked.

If a bargaining unit member uses sick leave within 48-hours, a doctor's verification shall be necessary to qualify for the holiday premium. If the bargaining unit member does not provide verification of sickness, he is paid at double the bargaining unit member's employee's regular hourly rate for all hours worked on the specified holiday.

Bargaining unit members of this unit will receive cash payment at the rate of one-and-one-half times the bargaining unit member's regular rate for all hours in paid status over forty (40) hours per week, or at the bargaining unit member's request by compensatory time off (up to 150 hours).

Bargaining unit members who have accumulated comp time in excess of 150 hours will not be allowed to accumulate any comp time until their accumulated comp time has been reduced below 150 hours. A week shall be defined as beginning at 12:01 A.M. Sunday and ending 12:00 midnight the following Saturday. Given reasonable notice, bargaining unit members of this unit shall perform overtime work as requested by the department manager. Request for the use of compensatory time accrued under previous agreements and this agreement must be submitted in writing in advance of intended use and will be granted upon mutual agreement between the bargaining unit member and the supervisor.

The order of overtime assignment will be determined by seniority within the Unit. Upon approval of this MOA by the City Council, the current order of overtime assignment will be reset on the seniority within the Unit. All unit members will be afforded an opportunity to volunteer for overtime assignment before those with the highest seniority receive additional opportunity to volunteer.

ARTICLE 12. HIGHER JOB CLASSIFICATION/MOVE UP ASSIGNMENT

Pursuant to the terms of this Article, a bargaining unit member who does not qualify for a higher job classification but is asked to temporarily fill that higher job classification shall be eligible for move-up pay after a one-time completion of a 5 workday training period in any higher job classification.

Any prior acting assignments will be counted toward the satisfaction of the ten (10) day training requirement for each higher job classification.

The move up assignment must be initiated by a Personnel Action Form and must be for a minimum of eight (8) hours.

Personnel action forms showing the completion of a minimum of 5 workdays move up assignment in any/each higher job classification will satisfy the requirement of the training period.

After the successful completion of a minimum of 5 workday training period, whenever a bargaining unit member is given an acting assignment to that position, the bargaining unit members shall receive compensation fixed within the higher salary range for the

position in which the move-up placement is made and shall be an increase of not less than five percent (5%) of the bargaining unit member's regular base salary.

When a bargaining unit member is in a move-up assignment, he/she shall continue to receive the same fringe benefits at the same levels and rates as that unit member received prior to the move-up assignment. For purposes of this provision, auto and phone allowances are excluded. Moreover, any cash out of the value of benefits while a bargaining unit member is serving in a move-up assignment shall be at the same rate and levels as that member's classification.

While serving in a move-up assignment, the bargaining unit member shall continue to be eligible to receive any pay adjustments or advancements granted to the unit member's permanent classification.

ARTICLE 13. HOURS OF WORK

Continuous job schedules apply to those jobs or assignments which must be performed in whole or in part on each day of the year, with work days scheduled in conformity with past practice according to the particular job or assignment involved and with two (2) scheduled days of rest within each seven (7) day work week, or four (4) scheduled days of rest within each 14 day pay period.

In cases where inclement weather prevents bargaining unit members of this unit from performing his/her regular assigned duties and/or tasks, the City will make every reasonable effort to assign such bargaining unit members to other related work. If in the event no work is available or if assigning other related work prevents other bargaining unit members from performing their regular assigned duties, the City retains the right to dismiss bargaining unit members for lack of work.

Bargaining unit members under this provision may be assigned to other divisions or departments as needed before being dismissed for lack of work. Under this provision, bargaining unit members may be assigned work out of their respective classifications with no adjustment either upward or downward in compensation and benefits.

A bargaining unit member, who reports for work at the start of his/her own regularly scheduled shift and is sent home because there is no work available for him, shall receive four hours of straight time pay at his regular hourly rate for so reporting. This reporting pay provision shall not apply if the bargaining unit member was advised at least two (2) hours in advance that there would be no work, or was not reasonably available to receive such notice, when offered work during such four (4) of eight (8) hour periods refuses, to perform came.

If such bargaining unit member is put to work, he/she shall be guaranteed a minimum of four hours of work, or four hours of pay in lieu thereof. If such bargaining unit member is put to work for more than four (4) hours, he/she shall be guaranteed a minimum of eight (8) hours of pay.

ARTICLE 14. NIGHT DIFFERENTIAL

It is agreed that the City pay a night differential at the rate of ten percent (10%) above base salary to bargaining unit members of this Unit who work between the hours of 3:00 P.M. and 7:00 A.M. subject to the following conditions:

1. Any bargaining unit member who works 4 or more hours between the hours of 3:00 P.M. and 7:00 A.M. shall receive the night differential for their entire shift.
2. The night differential shall be continued on days that the bargaining unit member does not work but is on paid status, however, the city shall discontinue the differential payment when the bargaining unit member is in paid status but absent from work more than 10 days.

ARTICLE 15. GRIEVANCE PROCEDURES

A. Purpose of Grievance Procedures:

1. To promote improved employer-employee relations.
2. To provide that grievances shall be settled as near possible to the point of origin.
3. To provide that the grievance procedures shall be as informal as possible.

B. A "Grievance" is defined as the expression of an employee's or group of employees' complaint regarding the interpretation and application of one or more provisions of the rules, regulations and conditions of employment, as embodied in this Memorandum of Agreement between the City and the Union.

C. Grievances, as herein defined, shall be processed in the following manner:

1. Step 1 (Informal)

An employee's grievance must be submitted to the supervisor/foreman immediately in charge of the aggrieved employee within ten (10) business days after the event-giving rise to the grievance. The supervisor/foreman will give his answer to the employee by the end of the tenth calendar day following the presentation of the grievance and the giving of such answer will terminate Step

1. The ten (10) business day requirement may be waived by mutual consent of the parties involved.

2. Step 2

If the grievance is not settled in Step 1, the employee and his representative, if any, shall, within fifteen (15) working days after the termination of Step 1, appeal in writing on the City provided form to the department head.

The department head shall schedule a meeting place within fifteen (15) business days from date grievance is referred to Step 2.

The department head may invite other members of management to be present at such meeting. The department head will give a written reply by the end of the fifteenth (15) business day following the date of the meeting, and giving of such reply will terminate Step 2.

3. Step 3 (City Manager's Office/Personnel Department)

The grievance shall be submitted within fifteen (15) business days of the receipt of the response given in Step 2. The City Manager or his/her designee will respond to the employee within fifteen (15) business days of receipt of grievance. The decision of the City Manager terminates Step 3.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit (or any agreed extension thereof), it shall be considered settled on the basis of the City's last answer. If the City does not answer within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next level.

The time limit in each step may be extended by prior mutual written agreement of the City and the employee at each step.

ARTICLE 16. ARBITRATION

Grievances which are not settled pursuant to the established procedures above, and where all other informal, internal means of settlement have been exhausted unsuccessfully, and which either party desire to contest further, shall be submitted to arbitration as provided below.

- A. The matter will go to arbitration if either party files with the other in writing, a demand for such further procedures within 20 calendar days after the decision provided for by Step 3 of the Grievance Procedure.

As soon as possible, and in any event not later than ten (10) days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

- B. The arbitrator shall have no power to amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other.
- C. The award of the arbitrator shall be binding for all grievances as defined by this Agreement. Grievances resulting from suspensions, dismissals, and demotion, shall be submitted to advisory arbitration, and the decision and award are advisory to the City Manager and City Council.
- D. The arbitrator may hear and determine only one grievance at a time without the express agreement of the City and the grievant representative.
- E. The parties shall share equally the expense of the cost of arbitration, with the exception of their own counsel's fees and witness service. Also, any copies of transcripts of the proceedings other than that provided to the arbitrator shall be paid solely by the requesting party.

The CITY and SEIU Local 721 mutually agree to request the City Attorney to review the arbitration process and, if needed, recommend changes.

ARTICLE 17. REASONABLE NOTICE

It is mutually agreed that a copy of the City Council and/or Personnel Board agenda for each meeting be forwarded to the Union whenever the agenda includes items affecting employees of this Unit.

ARTICLE 18. LAYOFF AND RETRENCHMENT PROCEDURES

Any employee in the Classified Services may be laid off for lack of funds through action of the City Council, as set forth in Article XI Section 1107 of the City Charter and Rule 8 of the Rules and Regulations.

A. Abolition of Position Lay-Offs

Whenever it becomes necessary, in the opinion of the City Council, to abolish a position, or to reduce the number of employees in a given class in the Classified Service, the City Council, may do so by stating in its proceedings, its reasons therefore. Should such positions involving substantially the same duties be created or filled within one year, the employee or employees laid off shall be entitled to be appointed thereto.

All lay-offs occasioned by the abolishment of a position or the reduction in number of employees in a given classification shall be governed by seniority service and shall be in the reverse order as seniority in service and shall be in the reverse order as hired.

Interpretation

Service Seniority is interpreted and defined as length of continuous service in the respective classification within the same occupational family group.

B. Order of Separation

Seniority in classification shall govern the order of layoff so that positions remaining, which are not abolished or are to be staffed after layoff will be occupied by employees with greatest Length of continuous service in the classification.

1. Wherever seniority in classification is equal, the following criteria shall be applied in the order below:
 - a. Service within that occupational group
 - b. Total City Service
 - c. Relative position on eligibility list
 - d. Drawing of lots

C. Voluntary Reduction in Lieu of Layoff

Any classified employee serving in a permanent or promotional probationary status who is scheduled to be laid off may, not later than five working days after notice of layoff, request a reduction to a lower class, regardless if he has previously served, a 90-day probationary period will be required. If the employee does not receive a satisfactory evaluation, he/she then reverts to the next lower position within the group in which they have accrued seniority.

Employees may revert to positions outside of the family group only when they have previously served in the respective position, and there is a vacancy or there is an incumbent in such position who has less total service therein than the employee requesting the demotion in lieu of layoff.

The employee displaced shall be considered as laid off for the same reason as the person who displaced him and shall employ the same procedures.

The employee laid off shall be given written notice of layoff not less than 30 calendar days prior to the effective date of the layoff, and shall be informed of his/her reinstatement status in writing.

The employee laid off or displaced as a result of another employee's reversion to a lower classification shall receive written notice of layoff not less than 20 days prior to the effective date of such action.

The employee laid off as a result of a displaced employee's reversion to a lower classification shall receive written notice of layoff not less than ten (10) days prior to the effective' date of the layoff.

The names of permanent employees who have been laid off due to a reduction in force shall be placed on an appropriate layoff/reinstatement list according to the date of separation and shall be based on: last employee laid off is the first employee on the list with other employees eligible in sequential order hereafter. Said list shall be used by the appointing officer when a vacancy for that class is to be filled before certification.

D. Order of Recall

Employees in the Classified Service who have been laid off shall be placed on an appropriate layoff/reinstatement list according to the date of separation and classification of position. Said list shall be used by the appointing officer when a vacancy exists for the class or position of former employment.

Recall from layoff shall be in the reverse order of layoff within the class and in accordance with the reinstatement list compiled for such purposes.

E. Notice of Recall

Notice of recall from layoff shall be return-receipt requested mail and shall specify the date for reporting to work, which shall not be more than two weeks from the date notice, is received.

Notice shall be deemed to have been received when sent to the last known address on file with the City and delivery if certified by the Postal Service.

Notice of recall will also be forwarded to the respective employee organization. Employees to be laid off shall submit to the Personnel Department their current address at the time of separation. Upon receiving notice, the person on layoff shall have five days to accept or decline the recall opportunity.

1. If an employee fails to respond in writing within five (5) days of recall, the City will proceed to the next senior person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met, or the list is exhausted.
2. Any employee who refuses recall fails to report on the prescribed date within the two-week maximum thereby waives all remaining rights to recall and reinstatement as an employee.

F. Reinstatement /Restoration

Any employee who has been laid off and who is reinstated in a permanent position within one year from the date of layoff shall receive the following considerations and benefits:

1. All sick leave credited to the employee's account for which the employee was not compensated when laid off shall be restored;
2. All seniority held at the time of layoff shall be restored;
3. All prior active duty time shall be credited for the purpose of determining vacation service awards.
4. The probationary status of any employee who is interrupted by layoff must be completed upon reinstatement; however, a new probationary period of not less than 90 days will be required in all cases where the probation has been

interrupted by layoff for a period of six months or more, as well as in situations where recall is to a different class or department from which displaced by layoff.

a. Resignation in Lieu of Recall

An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement, and be entitled only to those rights related to severance from the service.

b. Assignment of Duties to Another

The duties performed by any employee laid off may be assigned to any other employee or employees handling positions in appropriate classes.

G. Separation after Recall

Layoff for more than one year will terminate reinstatement rights. The employee will be entitled to same severance benefits and pay as are provided in the case of other separations or retirements.

H. Checkout upon Layoff, Separation or Terminations

Any employee who is laid off, terminated, or who separates from the service for any reason, shall not receive his final paycheck until he has turned in his City identification card, has cleared with his department head the disposition of any clothing, tools, or other working materials that have been provided to him by the City, and has completed all exit interviews and forms which may be required by the City Manager.

I. Severance Benefits upon Termination of Employment

The employee who is separated from the service is entitled to receive, in lieu of any other severance payments other than the benefits of a vested retirement program, those accumulations of unused and accrued vacation and sick leave credits as are provided for in this Memorandum of Agreement. If an employee elects to withdraw all compensation due at the time of layoff, he/she must request in writing, total and final severance pay from the City Controller at least ten (10) days prior to the effective date of the layoff. Upon receipt by an employee of such amounts of accumulation, all rights to any further severance pay shall be accrued and accumulated credit for unused vacation or sick leave time, nor any lump sum payment in lieu thereof be counted as sick credit nor be deemed as compensation for purposes of establishing the level of retirement benefits under any retirement plan

then in force and effect. If an employee elects to restore time for which he/she was compensated, he/she must remit any monies received to the City.

ARTICLE 19. COMPENSATION

A. Retirement Contributions

The City shall provide Classic California Employees' Retirement Systems (CalPERS) members who are covered by this MOA, the 2.7% at 55 years Retirement Plan of CalPERS. The City shall provide employees who are New CalPERS members who are covered by this MOA, the 2% at 62 years Retirement Plan of CalPERS. The City shall continue to pay the employees' share of the normal cost capped at eight percent (8%) of retirement contributions to CalPERS for Classic CalPERS members who are employed in a classification represented by SEIU Local 721. Employees defined as New CalPERS members shall pay fifty percent (50%) of the normal cost to CalPERS retirement in accord with state law.

Note: Classic members are defined as CalPERS members who were active prior to January 1, 2013, or individuals from reciprocal agencies who were active prior to January 1, 2013.

New members are defined as members who are brought into CalPERS membership for the first time on or after January 1, 2013, and who have no qualifying membership in any other California public retirement system.

B. Adjustments to Compensation

Effective retroactive to July 1, 2019, there will be zero (0%) percent wage increase to base pay which shall be reflected in the City's salary ranges.

C. Parity

If any bargaining unit, except Firefighters, receives a total on schedule total compensation package exceeding the percentage amount SEIU agrees to, the difference shall be provided to each unit represented by SEIU. The trigger for parity for this agreement shall be a percentage pay amount greater than 6%.

D. Salary ranges of classifications represented by the Union shall be set as follows:

Classification	7/1/2016	7/1/2017	7/1/2018
Air Conditioning Mechanic	120	123	125
Air Conditioning Service Worker	96	99	101

Classification	7/1/2016	7/1/2017	7/1/2018
Anti Graffiti Painter	89	92	94
Assistant Electrician	96	99	101
Automotive Service Worker	68	71	73
Automotive Service Lead Worker	78	81	83
Carpenter	131	134	136
Concrete Crew Lead worker	96	99	101
Concrete Maintenance Worker	80	83	85
Concrete Repair Worker	86	89	91
Custodian	75	78	80
Custodian Lead worker	103	106	108
Electrical Inspector	106	109	111
Electrical Maintenance Worker	83	86	88
Electrician	131	134	136
Engineering Aide	88	91	93
Equipment Operator, Grade I	74	77	79
Equipment Operator, Grade II	82	85	87
Equipment Operator, Grade III	96	99	101
Facility Maintenance Worker I	86	89	91
Facility Maintenance Worker II	96	99	101
Facility Maintenance Worker III	110	113	115
Greens keeper	88	91	93
Heavy Equipment Mechanic	123	126	128
Helicopter Mechanic	132	135	137
Laborer	64	67	69
Maintenance Assistant	44	47	49
Maintenance Lead worker (MWIII)	114	117	119
Maintenance Lead worker I	90	93	95
Maintenance Lead worker II	102	105	107
Mechanic	102	105	107
Mechanic Assistant	88	91	93
Mechanic Lead worker	108	111	113
Meter Reader	116	119	121
Meter Repair Worker I	74	77	79
Meter Repair Worker II	82	85	87
Paint Crew Lead Worker	96	99	101
Painter	89	92	94
Painter II	109	112	114
Park Gardener/Caretaker	68	71	73

Classification	7/1/2016	7/1/2017	7/1/2018
Park Gardener/Caretaker Trainee	53	56	58
Parks Maintenance Worker I	90	93	95
Parks Maintenance Worker II	102	105	107
Parks Maintenance Lead worker	114	117	119
Plumber	131	134	136
Public Works Inspector	106	109	111
Public Works Inspector Assistant	88	91	93
Pump Operator	123	126	128
Senior Engineering Aide	103	106	108
Senior Park Gardener/Caretaker	78	81	83
Senior Pump Operator	116	119	121
Sewer Maintenance Crew Lead Worker	96	99	101
Sewer Maintenance Worker	78	81	83
Small Engine Mechanic	88	91	93
Sprinkler Systems Service Worker	86	89	91
Storekeeper	96	99	101
Street Maintenance Lead Worker	96	99	101
Street Sweeper Operator	92	95	97
Street Sub-foreman	78	81	83
Traffic & Lighting Electrician	131	134	136
Traffic Painter	82	85	87
Traffic Painter Helper	69	72	74
Traffic Sign Maintenance Worker	127	130	132
Traffic Signal Technician	127	130	132
Tree Trimmer	84	87	89
Tree Trimmer Lead Worker	96	99	101
Wastewater Technician	122	125	127
Water Service worker I	110	113	115
Water Service worker II	123	126	128
Water Service worker III	138	141	143

ARTICLE 20. STEWARDS

It is agreed that SEIU, Maintenance and Trades Unit may select one chief steward and five division stewards to represent this Unit. The Union agrees to give the City a written list of employees who have been selected, and such list shall be kept current by the Union.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay and/or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their union activities and roles as stewards.

Stewards, when leaving their work location/station to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted unless such absence would cause interference in departmental or divisional operations. If such permission cannot be granted at the time so requested, the steward will be immediately informed as to the earliest available time. Before entering a work location, the steward must obtain permission from the responsible supervisor before conducting grievance handling during work hours. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption or interference in operations. If the employee cannot be made available, the steward will be informed as to the time he/she will be made available. The Union agrees that a steward shall not log compensatory time spent performing at the first steps of the grievance process in an effort to resolve the grievance at the earliest possible time and increase communication between the City and the Union.

ARTICLE 21. UNION BUSINESS

Any bargaining unit members may be granted time off to perform union functions, inclusive of conferences, conventions, seminars (but precluding local political activity). This time, to be granted without loss of pay, not to exceed an aggregate of 100 hours per fiscal contract year for all such bargaining unit members and functions, provided that reasonable request is given to the department manager. Written confirmation must be submitted to department manager after attending any union functions described.

ARTICLE 22. JURY DUTY/SUBPOENAED WITNESS

Any regular or probationary bargaining unit member who is called for jury duty, examined for jury duty, or who is summoned to attend court as a subpoenaed witness shall be compensated at his/her regular rate of pay for those hours of absence which occur during his/her regularly scheduled working hours, provided that such bargaining unit member deposits all fees for such hours, exclusive of any mileage allowance, with the City Controller.

When a bargaining unit member is a litigant, paid leave for court appearance of any kind shall not be authorized and such bargaining unit member must use any

accumulated compensatory time or vacation time before authorized absence without pay for such court appearance.

ARTICLE 23. HOLIDAYS

Full time bargaining unit members of this Unit shall receive time off with pay on holidays as designated by the City Council. When a holiday falls on Sunday, the following Monday shall be observed; and when a holiday falls on Saturday, the preceding Friday shall be observed. When the employee's birthday or holiday falls on a weekend or during his/her scheduled vacation, employee will receive another day off, when requested, subject to approval of his/her supervisor. The employee's birthday holiday must be used within one year in which the birthday falls.

The City Manager shall have authority to order all bargaining unit members of any department to work on any holiday. A new bargaining unit member whose first workday is the day after a City holiday shall not be paid for that holiday. A bargaining unit member who is terminating his/her employment with the City for reasons other than paid City retirement and whose last day as a paid employee is the day before a City holiday shall not be paid for that holiday.

In order to receive holiday pay, a bargaining unit member must have worked for all or a portion of both the regularly scheduled working assignments immediately prior to and immediately after that holiday, unless such bargaining unit member is on paid vacation or sick leave.

In order to be compensated for holiday time, a bargaining unit member must turn in a medical statement from the attending physician explaining illness for the day taken before and/or after the holiday. The City agrees to provide the following paid holidays to bargaining unit members of this unit:

Independence Day
Labor Day
Admission Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving

Christmas Day*
 New Year's Day
 Dr. Martin Luther King, Jr., Birthday
 Lincoln's Birthday
 Washington's Birthday
 Cinch de Mayo
 Memorial Day
 Employee's Birthday (Floating)
 César Chávez Holiday

By action of Resolution, the City Council establishes legal holidays for City employees each year. When a bargaining unit member calls in sick on a designated holiday and is scheduled to work on that day; a doctor's statement shall be submitted to the Department together with the time card in order to be eligible for sick benefits. This statement shall specify the date and the nature of the illness.

If the City Council declares a holiday but bargaining unit members are unable to observe it due to work requirements, bargaining unit members will be granted equivalent time off. If bargaining unit members request and are denied the opportunity to schedule any floating holiday time, the City shall pay for the unused time.

All floating holidays approved by the City Council shall be "front-loaded", i.e., credited to each employee's leave bank on July 1 of each year. Employees shall be allowed to use this holiday time in advance of when it is actually earned. However, in the event that an employee voluntarily terminates employment with the City and he/she has taken unearned holiday time, that time shall be deducted from his/her vacation accrual and/or

ARTICLE 24. FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budgetary procedures.

The City will not cut the wages and a benefit specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the Bargaining Unit covered by this Agreement. The City agrees to include in its annual budget request any amount sufficient to fund the wages and benefits provided by this

** Employees assigned an alternate work schedule (Monday through Friday) will receive this day as a regular holiday. Employees assigned a 4–10 work schedule (Monday through Thursday) will receive this day as a Floating Holiday, to be used by June 30 of each year.*

Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures.

This Article and City action hereunder shall not be subject to the established Grievance Procedure, however, the method of implementation of any layoff shall be subject to seniority, layoff and Grievance Procedure.

ARTICLE 25. CONTRACTING AND SUBCONTRACTING

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

The City further agrees that for the term of this Agreement, will not layoff, demote and/or decrease the salary of any bargaining unit employee who has completed his or her probationary period and has regular civil service status at the time of the execution of this Agreement, because of the exercise of its contracting or subcontracting rights, except in the event of an emergency, strike, or work stoppage.

The City agrees to send a request to “Meet and Confer” to the Union, within 15 working days, prior to any final decision to subcontract bargaining unit work, in order to discuss its intent and any unforeseen impacts and hardships. The Union agrees to meet with the City within five working days once notice is received.

ARTICLE 67. WORK STOPPAGES/STRIKE/LOCK OUT PROHIBITION

The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any unauthorized strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Bargaining unit members in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty.

Disciplinary action, including discharge, may be taken by the City against any employee engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

In the event of an unauthorized strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will promptly, upon notification, attempt to secure an immediate and orderly return to work.

This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage, or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Strikes and Lockouts

The Union agrees that during the life of this Agreement, neither the Union, its agents and/or its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The City agrees that during the same period, there will be no lockouts.

Individual employees or groups of employees, who instigate aid or engage in a work stoppage, slowdown, or strike, may be disciplined or discharged at the sole discretion of

ARTICLE 27. EMPLOYER RIGHTS

Except as explicitly limited, but, as specifically provided for in this Agreement, the City shall have the exclusive right to take any action it deems appropriate in the management of the City and the direction of work force in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which the City has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively with the City.

The City shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, and utilization of technology, the organizational structure, the selection, direction, and number of personnel.

In addition, the City specifically reserves the exclusive right in accordance with its judgment to: reprimand or otherwise discipline employees for cause; hire, promote, transfer, and assign employees to work; determine the starting and quitting time and number of hours and days to be worked; maintain the efficiency of employees; close down buildings or any part thereof; expand, reduce, alter, combine, transfer or cease any job, department, operations or service; subcontract any work done by the employees consistent with the City Charter; control and regulate the use of the equipment and other property of the City; determine the number, location and

operations of buildings, deviations, and departments thereof, the assignment of work, size and composition of the work force; make or change rules, policies or introduce new or improved research, development, maintenance, service methods, materials or otherwise generally manage the City; direct the employees and established terms and conditions of employment, except as expressly modified or restricted by specific provisions of this Agreement.

The Union agrees that it shall not establish or attempt to enforce upon the City, or any employee, any rules or regulations that would interfere with recognized right of management to carry out the foregoing provisions.

The City hereby agrees to meet and confer on matters relating to wages, hours and other terms and conditions of employment as required by law (Section 3505 of the Government Code).

EFFECT OF LAWS, RULES AND REGULATIONS

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the City and shall be governed by the laws of the State of California, and by the City rules, regulations, directives and orders, issued by properly designated officials.

The Union also recognizes the City's right and obligation to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the City, insofar as such rules, regulations, directives and orders do not conflict with the expressed terms of this Agreement.

RESERVATION OF MANAGEMENT RIGHTS

The enumeration of the rights and duties of the City in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein; and all management rights and management functions not expressly delegated in this Agreement are reserved to the City.

ARTICLE 28. PREVAILING RIGHTS

To the extent that they are not express or necessary interpretation and application covered by the purposes, intents and language of this Agreement, all rights, privileges, obligations and working conditions of employment within the scope of representation presently enjoyed by the bargaining unit members within the Unit shall remain in effect and be operative during the term of the Agreement, unless eliminated, enlarged or

otherwise modified after the meet and confer process to the extent that such procedures are required by the laws of the State of California.

ARTICLE 29 0. LABOR MANAGEMENT MEETINGS

The City agrees to convene labor management meetings at least six (6) times per year for the purpose of informally discussing employment relations issues. At least 72 hours prior to each meeting, the Union shall present to the City a written agenda of topics to be discussed. The Union and the City agree that the meetings will be convened for the purpose of improving labor management relations and implementing mutually agreeable solutions to issues in dispute. The meetings shall be convened for the purpose of constructive discussion of City work policies and procedures.

Further, the Union and the City agree to discuss the Administration of the Contract during these meetings.

The intent here is for the parties to keep one another abreast of the day-to-day problems with respect to application of the MOA. It is not intended that any collective bargaining is to take place at these quarterly meetings.

Both parties agree that the added purpose of these meetings to foster improved employer-employee relations, reduce the number of conflicts between the Union and Management through improved communications and set the tone for negotiations at the expiration of the MOA.

During the term of this agreement the parties agree to use some of the meeting time to discuss service and job restoration planning, including but not limited to: training, review of vacant bargaining unit positions, restoration of bargaining unit jobs, contracting out, and restoring city services to pre-financial crisis levels.

ARTICLE 30. ZIPPER CLAUSE

This MOU sets forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing MOU's understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with

respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Notwithstanding the above, the parties agree to meet and confer upon mutual agreement. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE 31. RETIREMENT

The City shall provide Classic California Public Employees' Retirement System (CalPERS) members¹ who are covered by this MOA, the 2.7% at 55-retirement plan of CalPERS. The City shall provide employees who are New CalPERS members² who are covered by this MOA, the 2% at 62-retirement plan of CalPERS.

ARTICLE 32. VACATION

Bargaining unit members of this Unit may use vacation leaves after the satisfactory completion of six months of continuous service with the City. Permanent full time bargaining unit members accrue vacation according to the limitations described in the Personnel Rules and Regulations and the, following schedule, and permanent part time employees accrue vacation according to the limitations described in the Personnel Rules and Regulations and at one-half the amounts listed in the following:

6 months to 5 years of service	6.667 hours per month
5 to 9 years of service	10.00 hours per month
10 to 14 years of service	14.00 hours per month
15 or more years of service	17.333 hours per month

¹. Classic members are defined as current CalPERS members who were active prior to January 1, 2013, or individuals from reciprocal agencies who were active prior to January 1, 2013.

². New members are defined as new hires who are brought into CalPERS membership for the first time on or after January 1, 2013, and who have no prior membership in any other California public retirement system.

Bargaining unit members may convert up to 80 hours of accrued vacation time to cash provided the Unit member has in excess of 400 hours of accrued unused vacation time, upon the City Manager's approval.

Within sixty days of ratification of this MOU, the parties shall meet and confer on a mutually agreed upon schedule, but no less than once every two (2) weeks, regarding the vacation accruals and vacation accrual overage matter.

ARTICLE 33. EMPLOYMENT OPPORTUNITIES

Vacancies in the Classified Service shall be filled by the method prescribed in Rule 6.2A and 6.6A of the City of Compton's Personnel Rules and Regulations. The City agrees to post an employment opportunity bulletin for at least ten (10) working days to announce vacancies for any newly created unclassified positions which are deemed comparable or similar to any position represented by SEIU Local 721 (excluding positions created in the following offices: Mayor and Council, City Manager and City Attorney).

ARTICLE 34. TOOL ALLOWANCE

Upon completion of the bargaining unit member's requisite probationary period, the City agrees to provide an annual tool allowance of \$500, to all classifications required to purchase and maintain their own tools.

ARTICLE 35. BILINGUAL PAY

- A) The City agrees to pay \$40.00 bi-weekly (\$80.00 per month) to bargaining unit member when assigned to provide bilingual services. Bargaining unit members shall be required to pass a qualifying examination administered by the City to determine proficiency for bilingual assignment. Bargaining unit members accepting bilingual assignments shall be assigned to shifts and Divisions in a manner that is of the greatest value to the Department. Seniority shall be the determining factor in disputes regarding selections of shifts where bilingual assignments are to meet the needs of the Department. Bargaining unit members committed to the bilingual assignment shall be obligated to provide such services to the City as needed.
- B) A differential of \$70 bi-weekly (\$140.00 per month) will be paid to bargaining unit members who obtain a certificate showing oral and written competence in Spanish from an institution in the state of California approved by the Human Resources Department, when assigned to provide bilingual services.

Bargaining unit members currently receiving bilingual pay under the provisions of "A" above will be eligible to receive payment of \$70.00 bi-weekly if they can

demonstrate written competence in Spanish as determined by the Human Resources Director.

ARTICLE 36. EDUCATIONAL REIMBURSEMENT

The City shall reimburse bargaining unit member for tuition and books up to a maximum of \$2,500 per fiscal year, providing that the bargaining unit members enrolled in educational institutions comply with the provisions listed herein. In no case shall bargaining unit members receive reimbursement above actual costs on any expenditure or grant reimbursement, nor will veterans be eligible to participate while receiving financial remuneration through the GI Bill.

ARTICLE 37. CERTIFICATION/LICENSES

The City shall pay the cost for any special license or certificate required for the performance of job duties. The City shall also provide release time where necessary for employees to take tests and/or training required to retain such special license or certificate.

- A. The City Manager may authorize two-and-a-half percent (2.5%) additional premium compensation to an employee who possesses a specialized license or certification which is not required by their job classification if the City requests that the license/certification be used by the employee to complete a temporary project or assignment. The two-and-a-half percent (2.5%) additional compensation shall be paid from the first day of the special assignment/project until the last day that the employee performs the duties of the special assignment/project.
- B. Alternatively, the City Manager may authorize two-and a-half percent (2.5%) additional premium compensation to an employee who possesses a specialized license or certification which is not required by their job classification if the employee is requested to use the license or certification on a regular basis.
- C. Employees may qualify to receive compensation under both subparagraphs (A) and (B) simultaneously.
- D. In order for the employee to qualify for the additional compensation, the department director must make a formal written request to the City Manager outlining the specific certification or license needed, the work project or task to be completed and the approximate length of time it will take to complete the project.
- E. In the event of an emergency situation declared by the department director, where the work cannot be delayed, the City Manager or designee may provide a temporary

written authorization, signed or acknowledged in writing, by both the department director and employee for the work to be performed and the additional compensation.

- F. This Article does not apply when the City requests to utilize an employee's certification that is needed by the City to continue functioning, when the employee is not assigned additional work. In these instances, the City shall meet and confer with the Union regarding premium pay for such usage.

ARTICLE 38. DURATION

This Agreement shall be in full force and effect, commencing July 1, 2019, and concluding on June 30th, 2022. All terms and conditions agreed to in this Memorandum of Agreement shall remain in effect until a successor Memorandum of Agreement is agreed to, or until such time as the City may implement changes in this Memorandum of Agreement by unilateral implementation through impasse.

ARTICLE 39. PERSONNEL FILES

The official personnel file of each bargaining unit member shall be maintained by the City's Human Resources Department. A bargaining unit member and/or a Union Representative/Steward authorized by the bargaining unit member may review and/or obtain copies of any documents from the bargaining unit member's personnel file. Copies of any "derogatory" written material shall be provided to the affected bargaining unit member before it is placed in the personnel file. The bargaining unit member may be given an opportunity, during normal working hours and without loss of pay, to review and initial the material, if such time will not interfere with departmental operations and with prior approval from the bargaining unit member's Department Manager. It is agreed that the City will review personnel files for bargaining unit members covered by this Agreement annually, to remove and/or seal (whichever is appropriate) any reprimands or infractions (excluding serious disciplinary matters, i.e. suspensions, demotions, and dismissals) which are at least four years old and have not been repeated in a two-year period, or which are internally generated complaints, which are at least two years old and have not been repeated within that time.

ARTICLE 40. SAFETY BOOT/SHOE REIMBURSEMENT

Permanent bargaining unit members required to wear safety footwear as part of their uniform shall receive up to \$250.00 a year for safety boots upon the presentation of a receipt to the Unit member's supervisor. For those employees who are required to wear

athletic footwear as part of their uniforms, reimbursement for approved footwear of up to \$250.00 annually per employee will be provided upon the presentation of a receipt, to the Unit member's supervisor.

ARTICLE 41. SAFETY

City management will make every reasonable effort to provide safe working conditions, and the Union will require that all unit members perform their duties in a safe manner. As long as needed, City management shall continue to provide unit members safety clothing and safety devices. When issued, unit members shall utilize such safety clothing and safety devices. In addition, each unit member shall be responsible for promptly reporting to his/her supervisor any observed unsafe practice or condition. City management shall advise the unit member of the action or correction that will be taken.

The City will provide annual training to the unit members regarding the handling and disposal of items, including potentially biohazardous items, located at various areas of the City and training for members regarding appropriate interaction with members of the public.

The City will provide unit members with Rain Jackets and Pants ("Rain Gear"). The City will meet and consult with the Union regarding the type of rain gear to be provided. Unit members will be required to execute a form acknowledging receipt of the Rain Gear and Pants as well as acknowledgment and agreement to be responsible for loss or damage beyond standard wear and tear.

ARTICLE 42. NEW EMPLOYEE ORIENTATIONS

"New Employee Orientation" means the onboarding process of a group of newly hired public employees, whether in person, online, or through other means and mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matter.

During each calendar month, the City shall inform the Union if any employees have been hired into the bargaining unit during that respective month. If any employee(s) have been hired, the City shall provide Union access to any new employee orientations that may be held. The Union shall receive not less than ten (10) calendar days' notice in advance of a monthly orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the City's operations that was

no reasonably foreseeable. The notice shall be sent via email to the Worksite Organizer (WSO) and to membership@seiu721.org.

The City will provide Union representatives up to thirty (30) minutes exclusive time (without management representatives present) with any new bargaining unit employees to explain the coverage of this Agreement, obligations and benefits of Union membership and provide all other pertinent information to the employees regarding the Union. Such time may be scheduled in a meeting room or other space provided by the City.

Release time shall be granted for stewards to participate in the new employee orientations.

April 5, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL
WATER DEPARTMENT'S FISCAL YEAR 2021-2022 BUDGET AND
TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to amend the Municipal Water Department's (Department) Fiscal Year 2021-2022 budget and transfer funds between various accounts.

BACKGROUND

The City Council adopted Resolution No. 25,512 on June 22, 2021, which implemented the City Budget for Fiscal Year 2021-2022. The annual budget is a planning document used to fund policies and programs as directed by the City Manager, and is based on assumptions and projections. As a result, daily monitoring, staff has revised the Department's expenditures to make necessary budget corrections.

The Department is recommending needed adjustments to balance all expenditures, correct any inadvertent errors and increase the Department's level of service.

STATEMENT OF ISSUE

The Department is requesting to transfer funds between various accounts due to contracts and purchases of items needed to increase the level of service provided. This reallocation of funds does not affect the overall balanced budget. The Fiscal Year 2021-2022 budget should be amended to reflect the following changes:

Decrease Budget Accounts:

- | | | |
|---------------------|--------------------|--------------|
| • 5000-860-000-4229 | Automotive Repairs | \$ 24,000.00 |
| • 5000-860-000-4253 | Electricity | \$ 56,682.00 |

• 5000-860-000-4750	Cross Connection	\$ 10,000.00
• 5000-870-000-4236	Maintenance & Repair	\$ 3,000.00
• 5000-870-000-4334	Machinery & Equipment	\$ 27,000.00
• 5000-870-000-4756	Maint / Repair Services	\$ 8,000.00
• 5000-880-000-4236	Maintenance & Repair	\$ 2,771.29
• 5000-880-000-4754	Maint / Repair Meters	\$ 15,000.00
• 5000-880-000-4757	Maint / Repair Hydrants	\$ 40,000.00
• 5000-880-000-4762	Gate Valve Maintenance	\$ 16,867.21
• 5000-880-000-4763	Vault Maintenance	\$ 10,000.00
• 5000-880-000-4764	Meter Exchange Expense	\$ 18,449.75
• 5000-900-000-4213	Publishing & Advertising	\$ 25,000.00
• 5000-900-000-4269	Other Contract Services	\$ 70,000.00
• 5000-900-000-4262	Other Profes Services	\$ 20,000.00
• 5000-900-000-4266	Contract Services	\$ 30,000.00
• 5000-900-000-4294	Contingency	\$ 5,000.00
• 5000-900-000-4250	Communication	\$ 8,000.00
• 5000-900-000-4270	Conventions & Meeting	\$ 5,525.00
	Total	\$ 395,295.25

Increase Budget Accounts:

• 5000-860-000-4705	Maintenance of Wells	\$ 90,682.00
• 5000-870-000-4235	Store Purchases	\$ 3,000.00
• 5000-870-000-4262	Other Profes Services	\$ 35,000.00
• 5000-880-000-4232	Maint / Repair Materials	\$ 2,771.29
• 5000-880-000-4235	Store Purchases	\$ 50,000.00
• 5000-880-000-4262	Other Profes Services	\$ 2,500.00
• 5000-880-000-4266	Contract Services	\$ 32,500.00
• 5000-880-000-4171	Overtime	\$ 30,000.00
• 5000-880-000-4334	Machinery & Equipment	\$ 35,316.96
• 5000-890-000-4262	Other Profes Services	\$ 95,000.00
• 5000-900-000-4210	Office Supplies	\$ 5,000.00
• 5000-900-000-4249	Special Dept Expense	\$ 13,525.00
	Total	\$ 395,295.25

FINANCIAL IMPACT

The Water Department has a balanced budget and the recommendations are cost neutral and does not have a negative impact on the City's balanced budget for Fiscal Year 2021-2022. All changes are to take effect on the approval of this resolution.

ALTERNATIVE

The budget amendments outlined above are critical adjustments necessary to ensure that the City maintains a balanced Fiscal Year 2021-2022 budget, while providing the best quality level of service.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to make budget amendments to the Municipal Water Department's Fiscal Year 2021-2022 budget.

**DON NGUYEN
GENERAL MANAGER
MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL WATER
DEPARTMENT’S FISCAL YEAR 2021-2022 BUDGET AND TRANSFERRING
FUNDS BETWEEN VARIOUS ACCOUNTS**

WHEREAS, the City Council adopted Resolution No. 25,512, which adopted the City Budget for Fiscal Year 2021-2022; and

WHEREAS, the Municipal Water Department (“Department”) is responsible for regulating the public water system, water services programs and billing to provide adequate potable water to the residents and businesses of Compton; and

WHEREAS, as a result of daily monitoring, staff has revised the Department’s expenditures and is recommending needed adjustments to balance expenditures, correct any inadvertent errors and increase the Department’s level of service; and

WHEREAS, the recommendations are cost neutral and does not have a negative impact on the balanced budget for Fiscal Year 2021-2022. All changes are to take effect on the approval of this resolution.

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

Section 1. That the City Manager is hereby authorized to make the following budget amendments to the Municipal Water Department’s Fiscal Year 2021-2022 budget as follows:

Decrease Budget Accounts:

• 5000-860-000-4229	Automotive Repairs	\$ 24,000.00
• 5000-860-000-4253	Electricity	\$ 56,682.00
• 5000-860-000-4750	Cross Connection	\$ 10,000.00
• 5000-870-000-4236	Maintenance & Repair	\$ 3,000.00
• 5000-870-000-4334	Machinery & Equipment	\$ 27,000.00
• 5000-870-000-4756	Maint / Repair Services	\$ 8,000.00
• 5000-880-000-4236	Maintenance & Repair	\$ 2,771.29
• 5000-880-000-4754	Maint / Repair Meters	\$ 15,000.00
• 5000-880-000-4757	Maint / Repair Hydrants	\$ 40,000.00
• 5000-880-000-4762	Gate Valve Maintenance	\$ 16,867.21
• 5000-880-000-4763	Vault Maintenance	\$ 10,000.00
• 5000-880-000-4764	Meter Exchange Expense	\$ 18,449.75
• 5000-900-000-4213	Publishing & Advertising	\$ 25,000.00
• 5000-900-000-4269	Other Contract Services	\$ 70,000.00
• 5000-900-000-4262	Other Profes Services	\$ 20,000.00
• 5000-900-000-4266	Contract Services	\$ 30,000.00
• 5000-900-000-4294	Contingency	\$ 5,000.00
• 5000-900-000-4250	Communication	\$ 8,000.00
• 5000-900-000-4270	Conventions & Meeting	\$ 5,525.00
	Total	\$ 395,295.25

Increase Budget Accounts:

• 5000-860-000-4705	Maintenance of Wells	\$ 90,682.00
• 5000-870-000-4235	Store Purchases	\$ 3,000.00
• 5000-870-000-4262	Other Profes Services	\$ 35,000.00
• 5000-880-000-4232	Maint / Repair Materials	\$ 2,771.29
• 5000-880-000-4235	Store Purchases	\$ 50,000.00
• 5000-880-000-4262	Other Profes Services	\$ 2,500.00
• 5000-880-000-4266	Contract Services	\$ 32,500.00

• 5000-880-000-4171	Overtime	\$ 30,000.00
• 5000-880-000-4334	Machinery & Equipment	\$ 35,316.96
• 5000-890-000-4262	Other Profes Services	\$ 95,000.00
• 5000-900-000-4210	Office Supplies	\$ 5,000.00
• 5000-900-000-4249	Special Dept Expense	\$ 13,525.00
	Total	\$ 395,295.25

Section 2. That all changes are to take effect immediately.

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, City Attorney, and the Compton Municipal Water Department.

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

ADOPTED this _____ day of _____, 2022.

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 of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

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

April 5, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL WATER DEPARTMENT'S FISCAL YEAR 2021-2022 BUDGET AND APPROPRIATING SEVEN MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$7,988,00.00) OF AMERICAN RESCUE PLAN ACT FUNDS TO THE OPERATING BUDGET

SUMMARY

The City Council will consider a resolution amending the Municipal Water Department's Fiscal Year 2021-2022 budget and appropriating Seven Million Nine Hundred Eighty-Eight Thousand Dollars (\$7,988,000.00) of American Rescue Plan Act Funds to the operating budget.

BACKGROUND

On March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) of 2021. The legislation provides \$1.9 trillion in funding to address the economic impacts of the Coronavirus (COVID-19) pandemic, which included \$350 billion in federal fiscal recovery aid to state and local governments.

The City of Compton expects to receive approximately \$34 million in aid as a result of the ARPA. On June 10, 2021, the City received ARPA funds from the U.S. Department of the Treasury in the amount of \$17 million dollars for the first half of the allocation.

The U.S. Department of the Treasury has adopted guidance regarding the use of ARPA funds. According to the guidance, recipients may use ARPA funds to invest in necessary improvements to their water infrastructure, including areas that address the impacts of climate change. Recipients may also use this funding to invest in an array of drinking water infrastructure projects, such as building, repairing or upgrading facilities and transmission, distributing and storage systems. Recipients retain flexibility to identify those water infrastructure investments that are of the highest priority for their own communities.

STATEMENT OF THE ISSUE

As the City Council considers the appropriation of ARPA funds, the Municipal Water Department (“Department”) is requesting to allocate Seven Million Nine Hundred Eighty-Eight Thousand Dollars (\$7,988,000.00) to the Department’s Fiscal Year 2021-2022 budget.

The Department will dedicate these funds to improving the water systems infrastructure that services approximately eighty percent (80%) of the land within city limits and maintains a total of eight (8) active wells for extracting groundwater, 156 miles of water distribution lines and two (2) reservoir locations (including booster stations) with four (4) 3 million gallon elevated storage tanks. The water systems infrastructure requires updated software, routine maintenance, repairs or rehabilitation to assure an adequate potable water supply, sufficient pressure for fire protection and optimal water quality.

The following is the Department’s ARPA expenditure recommendation:

Administration:

- \$925,000.00
- To fulfill current contract obligations and acquire services for improvements to the city’s water infrastructure (Water Master Plan, Urban Water Management Plan, Water Loss Audit, SCADA)

Customer Service:

- \$600,000.00
- Upgrade software and acquire vendors to streamline payment processing to ensure continuity of vital government services to prevent further budget shortfalls

Pump, Transmission & Distribution:

- \$6,463,000.00
- Upgrade water facilities and 8 wells to improve drinking water quality to comply with Safe Drinking Water Act regulations
- Upgrade 4 water storage tanks to prevent microbiological contamination from entering the distribution system
- Upgrade transmission and distribution water system infrastructure

Total amount \$7,988,000.00

The proposed use of ARPA funds is consistent with the Department of Treasury's funding objectives.

FISCAL IMPACT

The fiscal impact of the proposed use of the federal fiscal recovery aid will be paid directly from the ARPA funds the City received in June 2021. Staff is requesting that the Fiscal Year 2021-2022 budget be amended as follows:

Allocating funds from:

<u>INCREASE REVENUE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2810-860-000-3565	Other Federal Grants	\$4,663,000.00
2810-880-000-3565	Other Federal Grants	\$1,800,000.00
2810-890-000-3565	Other Federal Grants	\$600,000.00
2810-900-000-3565	Other Federal Grants	\$925,000.00
		Total \$7,988,000.00

<u>INCREASE EXPENDITURE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2810-900-000-4249	Special Department Expense	\$125,000.00
2810-900-000-4262	Other Professional Services	\$200,000.00
2810-900-000-4266	Contract Services	\$600,000.00
2810-890-000-4249	Special Department Expense	\$300,000.00
2810-890-000-4266	Contract Services	\$150,000.00
2810-890-000-4222	Computer Software	\$150,000.00
2810-860-000-4266	Contract Services	\$4,000,000.00
2810-860-000-4269	Other Contract Services	\$663,000.00
2810-880-000-4249	Special Department Expense	\$1,800,000.00
		Total \$7,988,000.00

ALTERNATIVES

The City Council has the following alternatives to consider:

1. Adopt this resolution and appropriate stated funds of the American Rescue Plan Act (ARPA) to the Municipal Water Department's Fiscal Year 2021-2022 budget and invest in the city's water infrastructure improvements that will increase its reliability, resiliency and efficiency to ensure an adequate potable water supply, efficient pressure for fire protection and optimal water quality; or
2. If City Council chooses not to adopt this resolution this will upsurge the potential impacts of an aging water system infrastructure including, an increased cost to the city for purchasing imported water from the Metropolitan Water District (MWD), increased water quality issues (e.g. brown water, low water pressure), loss of service and service interruptions, the city's inability to properly fight large scale fires, possible fines and revocation of required permits as a result of continual water quality issues; or
3. Provide alternate direction.

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached Resolution amending the Municipal Water Department's Fiscal Year 2021-2022 budget and appropriate Seven Million Nine Hundred Eighty-Eight Thousand Dollars (\$7,988,000.00) of ARPA funds to improve the City's water systems infrastructure.

DON NGUYEN
WATER DEPARTMENT GENERAL MANAGER

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE MUNICIPAL WATER DEPARTMENT’S FISCAL YEAR 2021-
2022 BUDGET AND APPROPRIATING SEVEN MILLION NINE HUNDRED
EIGHTY-EIGHT THOUSAND DOLLARS (\$7,988,000.00) OF AMERICAN
RESCUE PLAN ACT FUNDS TO THE OPERATING BUDGET**

WHEREAS, the Municipal Water Department (“Department”) is recommending to amend the Fiscal Year 2021-2022 budget and appropriating Seven Million Nine Hundred Eighty-Eight Thousand Dollars (\$7,988,000.00) of American Rescue Plan Act Funds to the operating budget; and

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) that provides funding to address the economic impacts of the COVID-19 pandemic and includes \$350 billion in federal fiscal recovery aid to state and local governments; and

WHEREAS, on June 10, 2021, the City received \$17 million of the expected \$34 million of ARPA funds from the U.S. Department of the Treasury; and

WHEREAS, according to the Department of Treasury’s adopted guidance for the use of ARPA funds, recipients may use funding to invest in necessary improvements of their water infrastructure, including building, repairing or upgrading facilities and transmission, distributing and storage systems; and

WHEREAS, the Department is requesting to amend the Fiscal Year 2021-2022 budget and allocate Seven Million Nine Hundred Eighty-Eight Thousand Dollars (\$7,988,000.00) of ARPA funds to improving the water systems infrastructure that services approximately eighty percent (80%) of the land within City limits and maintains a total of eight (8) active wells for extracting groundwater, 156 miles of water distribution lines and two (2) reservoir locations (including booster stations) with four (4) 3 million gallon elevated storage tanks. The water systems infrastructure requires updated software, routine maintenance, repairs or rehabilitation to assure an adequate potable water supply, sufficient pressure for fire protection and optimal water quality.

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

SECTION 1. That the City Manager is hereby authorized to make the following budget amendments to the Municipal Water Department’s Fiscal Year 2021-2022 adopted budget:

<u>INCREASE REVENUE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2810-860-000-3565	Other Federal Grants	\$4,663,000.00
2810-880-000-3565	Other Federal Grants	\$1,800,000.00
2810-890-000-3565	Other Federal Grants	\$600,000.00
2810-900-000-3565	Other Federal Grants	\$925,000.00
		Total \$7,988,000.00

<u>INCREASE EXPENDITURE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2810-900-000-4249	Special Department Expense	\$125,000.00
2810-900-000-4262	Other Professional Services	\$200,000.00
2810-900-000-4266	Contract Services	\$600,000.00
2810-890-000-4249	Special Department Expense	\$300,000.00
2810-890-000-4266	Contract Services	\$150,000.00
2810-890-000-4222	Computer Software	\$150,000.00
2810-860-000-4266	Contract Services	\$4,000,000.00
2810-860-000-4269	Other Contract Services	\$663,000.00
2810-880-000-4249	Special Department Expense	\$1,800,000.00
		Total \$7,988,000.00

SECTION 2. The fiscal impact of the proposed use of the federal fiscal recovery aid will be paid directly from the ARPA funds the City received in June 2021.

SECTION 3. That a certified copy of this Resolution shall be filed in the office of the City Manager, City Clerk, City Controller, City Attorney and Compton Municipal Water Department.

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

ADOPTED this _____ day of _____, 2022.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

Resolution No. _____
Page 3

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 a regular meeting thereof held on the _____ day of _____, 2022.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON



Example Uses of Funds

Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages

Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.



U.S. DEPARTMENT OF THE TREASURY

Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: Please visit www.treasury.gov/SLFRP

For Media Inquiries: Please contact the U.S. Treasury Press Office at (202) 622-2960

For General Inquiries: Please email SLFRP@treasury.gov for additional information

April 5, 2022

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT TO EXTEND THE TERMS WITH AND ESTABLISH A PURCHASE ORDER FOR JMC2 ENGINEERING + SURVEYING TO PROVIDE ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES PURSUANT TO THE ALAMEDA-STATE ROUTE 91 URBAN GREENING/FORESTRY AND WATER RECLAMATION GRANT PROJECT (\$91,481.80)

SUMMARY

This resolution will authorize the City Manager to amend the professional services agreement to extend the terms with and establish a purchase order in the amount of Ninety One Thousand Four Hundred Eighty One Dollars and Eighty Cents (\$91,481.80) for JMC2 Engineering + Surveying to provide engineering design and construction support services pursuant to the Urban Greening/Forestry and Water Reclamation Grant Project.

BACKGROUND

In 2018, the City was the recipient of two (2) Urban Greening/Forestry and Water Reclamation Grants from separate State of California agencies: the Natural Resources Agency (“NRA”) and the Department of Forestry and Fire Protection (“Cal Fire”).

Natural Resources Agency Grant

The NRA Grant, titled the “Alameda-SR91 Urban Greening and Water Reclamation Project Greening Compton’s State Route 91 (Agreement No. U29107-0)”, involves the planting of trees and shrubs, installing irrigation and bioswales, creating water retention and filtration system and installing interpretive signage at the locations of Alameda Street and Artesia Boulevard – State Route 91 Interchange. The project location (i.e. interchange at State Route 91 at South Alameda Street and South Santa Fe Avenue) has eight (8) sites between ramps, Compton Creek, frontage roads, freeway, streets and properties which currently has few trees. The project proposes installation of over 100 carbon sequestering, low water, low drought trees and 200 low water, drought tolerant shrubs to green approximately 8.34 acres of blighted land in and around State Route 91, in addition

to permeable surfacing allowing for storm water infiltration and retention (e.g. bioswales), signage, installation of 1,811 linear feet of fencing, park seating, trash receptacles and solar lights. The Grant amount was for \$1,207,921.00.

Cal Fire Grant

The Cal Fire Grant, titled the “Greening Compton’s State Route 91 (Agreement No. 8GG16423)” involves planting of trees and shrubs, installing irrigation and bioswales, creating storm water filtration systems and installing Cal Fire and Compton signage at the locations of State Route 91 Highway and Artesia Boulevard between Central Avenue and Harbor Avenue. This project location (i.e. north side of State Route 91, from the Compton Creek to South Central Avenue) has eight (8) sites bounded by the freeway, frontage roads and freeway ramps which currently has no trees and limited landscaping. The project proposed the installation of 600 trees to decrease greenhouse gas emissions, landscaping, construct 4,150 linear feet of bioswales to reduce soil erosion and provide educational materials about the project to the surrounding communities and schools. The Grant amount was for \$580,952.00. Unfortunately, due to the project delay, the City is no longer the recipient of the Cal Fire Grant funding.

On January 16, 2019, the Public Works staff solicited proposals for consulting services to provide the necessary engineering review, design, and recommended services to achieve the goals and requirements outlined in the grants and the preparation of construction documents. The selected firm shall act as the Engineer for the project and shall be responsible for all elements of implementing, design and execution of the project.

On February 13, 2019, proposals were due in the City Clerk’s office; however, no proposals were received. Subsequently, City staff contacted qualified engineering firms to obtain proposals. This effort garnered receipt of two (2) proposals from the following firms:

<u>Firm</u>	<u>Location</u>	<u>Amount</u>	<u>Responsive</u>
JMC2	San Pedro, CA	\$381,270.40	Yes
CA Urban Foresters, Inc.	Long Beach, CA	Rate Sheet Only	No

The City’s Request for Proposals selection criteria indicated that the firm must be licensed to practice civil engineering in the State of California and that the firm provide the cost to provide the necessary engineering review, design and recommended services.

Review of the proposal submitted by California Urban Foresters, Inc. revealed that this firm did not have a licensed civil engineer on staff, failed to provide examples of projects that were representative of the type of projects that the firm had designed in the past five years, did not identify experience with site improvements

including owner contact information, final project costs and time frame of projects, did not identify the Lead Engineer that will be responsible for the project, did not identify the individual(s) that will be responsible for information gathering on the project and did not demonstrate and provide specific examples of projects where the identified individual had provided site improvement information, did not describe the project team approach to developing the project from design to completion, and did not demonstrate and provide examples of its ability to complete the design of project of this size and nature within a predetermined schedule.

After careful considerations, City staff determined that the proposal submitted by JMC2 Engineering + Surveying (“JMC2”) demonstrated their possession of the requisite experience, training, expertise and personnel to provide the engineering services needed pursuant to the Alameda-State Route 91 Urban Greening/Forestry and Water Reclamation Grant Projects, at the fee amount of \$381,270.40.

On May 21, 2019, pursuant to Resolution No. 25,027, City Council authorized the City Manager to enter into professional services agreement with JMC2 in an amount not to exceed \$381,270.40.

JMC2 is a Los Angeles based, project management and design firm providing public works solutions for a wide variety of projects throughout Southern California. JMC2 services include: Project Management, Civil Engineering, Structural Engineering, Land Surveying, Permit Processing, and Construction Support. JMC2 has a twenty one person (21) staff with four licensed professional engineers, one professional land surveyor, one licensed structural engineer, and five (5) engineers in training.

For the projects JMC2 was to provide the following scope of work:

Task 1 – Research

- JMC2 team to work with the City of Compton to gather up all available record drawings, hydrology/Hydraulic reports, and technical data related to both project sites.
- JMC2 to reach out to utility purveyors for as-builts and future system upgrade plans

Task 2 - Survey and Base Map

- JMC2 survey team to research centerline ties and benchmarks through the City. JMC2 to gather and prepare limited topographic and boundary surveys required for plan preparation
- JMC2 civil engineers to prepare survey base map for preliminary and final design

Task 3 - Preliminary Design

- JMC2 team to meet with the City's team to get their project vision and to put those ideas onto the survey base map to start the preliminary design process. JMC2 uses a proven process to develop construction documents that includes all team members
- Lynn Capouya, Inc. (LCI) will prepare site plans (landscaping, benches, signage, etc.) to send to JMC2 to develop grading and drainage concepts. Coordinate for crossovers, SMART controllers, State AB 1881 water conservation standards and low impact development (LID) drainage
- The conceptual plans will be shared and discussed with the City to get their approval before starting the PS&E
- JMC2 has full, in-house design capabilities and will develop/compile the 30% plan set with alternatives

Task 4 - Design Documents

- The JMC2 team has full, in-house design capabilities and will develop/compile the 90% and final PS&E submissions
- JMC2 will develop the following civil engineering plans per Caltrans standards: Title Sheet, Key Map and Line Index, Demolition Plans, Construction Details, Contour Grading and Paving Plans, Drainage Plans, Drainage Details, Utility Plans and Details, Temporary Traffic Control Plans, Construction Area Signs, Summary of Quantities, and Sign Plan and Quantities
- LCI will prepare Planting and Irrigation Plans and Details per Caltrans and California AB 1881 standards
- LCI understands a big part of their work is water use allocations and calculation. They will coordinate for crossovers, SMART controllers, and LID drainage

Task 5 - Meetings and Coordination

- John Cruikshank is the designated Project Manager for the City's Urban Greening/Forestry and Water Reclamation Project.
- The JMC2 team will prepare colorful and easy to understand presentation materials, agendas, minutes, and schedules, as warranted
- The goal of the project meetings is to ensure the project is meeting the public's goals while complying with all necessary design standards and staying within the City's budget

Task 6 - Bidding and Construction Support Services

- JMC2 team to attend job walk to answer all questions
- JMC2 team to be responsive to critical RFIs, RFCs, and to contractor submittals

- JMC2 team to walk the completed project providing written, corrective actions as warranted.
- JMC2 team to closeout by providing Record Drawings and critical project correspondence to the City for their records

STATEMENT OF ISSUE

On October 31, 2019, City staff directed JMC2 to stop work on the project due to a lack of funding to complete the project. In June 2021, City staff identified additional funding and requested that the consultant resume design work on the project. However, City staff was informed that the agreement between the City and JMC2 had expired and that a purchase order be prepared allocating the remaining balance due in the amount of 91,481.80.

In order to complete the design work, JMC would need to revise and update the following design documents:

Revised Design Document (Task 4)

Permits and encroachment agreements
Title Sheets
Hydrology study
Demolition Plans
Construction details
Contour grading and paving plans
Utility plans and details
Temporary traffic control plans
Planting plans
Irrigation plans
Erosion control plans
SWPPP
Specifications
Cost estimates

Additional meetings and coordination (Task 5)

JMC2 will conduct a “kick off” meeting along with additional design coordination meetings.

Therefore, in order for the City Manager to amend the professional services agreement to extend the professional service agreement time and issue a purchase order in the amount of \$91,481.80 to JMC2 Engineering + Surveying to provide engineering design services and construction support services pursuant to the Urban Greening/Forestry and Water Reclamation Grant Project, City Council’s authorization is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City desires to complete the design portion of the project pursuant to the Urban Greening Grant.

FISCAL IMPACT

Funds in the amount of \$91,481.80 are available in the Public Works Engineering Department 2021-2022 fiscal year budget in Account No. 1077-710-000-4262 (Urban Greening Grant).

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**JOHN STRICKLAND, PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL
SERVICES AGREEMENT TO EXTEND THE TERM WITH AND ESTABLISH A
PURCHASE ORDER FOR JMC2 ENGINEERING + SURVEYING TO PROVIDE
ENGINEERING DESIGN AND CONSTRUCTION SERVICES PURSUANT TO
THE ALAMEDA-STATE ROUTE 91 URBAN GREENING/FORESTRY AND
WATER RECLAMATION GRANT PROJECT (\$91,481.80)**

WHEREAS, in 2018, the City is a recipient of two (2) Urban Greening/Forestry and Water Reclamation Grants from separate State of California agencies: the Natural Resources Agency (“NRA”) and the Department of Forestry and Fire Protection (“Cal Fire”); and

WHEREAS, the NRA Grant, titled the “Alameda-SR91 Urban Greening and Water Reclamation Project Greening Compton’s State Route 91 (Agreement No. U29107-0)”, involves the planting of trees and shrubs, installing irrigation and bioswales, creating water retention and filtration system and installing interpretive signage at the locations of Alameda Street and Artesia Boulevard – State Route 91 Interchange; and

WHEREAS, the project location (i.e. interchange at State Route 91 at South Alameda Street and South Santa Fe Avenue) has eight (8) sites between ramps, Compton Creek, frontage roads, freeway, streets and properties which currently has few trees; and

WHEREAS, the project proposes installation of over 100 carbon sequestering, low water, low drought trees and 200 low water, drought tolerant shrubs to green approximately 8.34 acres of blighted land in and around State Route 91, in addition to permeable surfacing allowing for storm water infiltration and retention (e.g. bioswales), signage, installation of 1,811 linear feet of fencing, park seating, trash receptacles and solar lights and the Grant amount was for \$1,207,921.00; and

WHEREAS, the Cal Fire Grant, titled the “Greening Compton’s State Route 91 (Agreement No. 8GG16423)” involves planting of trees and shrubs, installing irrigation and bioswales, creating storm water filtration systems and installing Cal Fire and Compton signage at the locations of State Route 91 Highway and Artesia Boulevard between Central Avenue and Harbor Avenue; and

WHEREAS, this project location (i.e. north side of State Route 91, from the Compton Creek to South Central Avenue) has eight (8) sites bounded by the freeway, frontage roads and freeway ramps which currently has no trees and limited landscaping; and

WHEREAS, the project proposed the installation of 600 trees to decrease greenhouse gas emissions, landscaping, construct 4,150 linear feet of bioswales to reduce soil erosion and provide educational materials about the project to the surrounding communities and schools; and

WHEREAS, the Grant amount was for \$580,952.00 and unfortunately, due to the project delay, the City is no longer the recipient of the Cal Fire Grant funding; and

WHEREAS, on January 16, 2019, the Public Works staff solicited proposals for consulting services to provide the necessary engineering review, design, and recommended services to achieve the goals and requirements outlined in the grants and the preparation of construction documents and the selected firm shall act as the Engineer for the project and shall be responsible for all elements of implementing, design and execution of the project; and

WHEREAS, on February 13, 2019, proposals were due in the City Clerk’s office; however, no proposals were received. Subsequently, City staff contacted qualified engineering firms to obtain proposals. This effort garnered receipt of two (2) proposals from the following firms:

<u>Firm</u>	<u>Location</u>	<u>Amount</u>	<u>Responsive</u>
JMC2	San Pedro, CA	\$381,270.40	Yes
CA Urban Foresters, Inc.	Long Beach, CA	Rate Sheet Only	No; and

WHEREAS, the City’s Request for Proposals selection criteria indicated that the firm must be licensed to practice civil engineering in the State of California and that the firm provide the cost to provide the necessary engineering review, design and recommended services; and

WHEREAS, review of the proposal submitted by California Urban Foresters, Inc. revealed that this firm did not have a licensed civil engineer on staff, failed to provide examples of projects that were representative of the type of projects that the firm had designed in the past five years, did not identify experience with site improvements including owner contact information, final project costs and time frame of projects, did not identify the Lead Engineer that will be responsible for the project, did not identify the individual(s) that would be responsible for information gathering on the project and did not demonstrate and provide specific examples of projects where the identified individual had provided site improvement information, did not describe the project team approach to developing the project from design to completion, and did not demonstrate and provide examples of its ability to complete the design of project of this size and nature within a predetermined schedule; and

WHEREAS, after careful considerations, City staff determined that the proposal submitted by JMC2 Engineering + Surveying (“JMC2”) demonstrated their possession of the requisite experience, training, expertise and personnel to provide the engineering services needed pursuant to the Alameda-State Route 91 Urban Greenling/Forestry and Water Reclamation Grant Projects, at the fee amount of \$381,270.40; and

WHEREAS, on May 21, 2019, pursuant to Resolution No. 25,027, City Council authorized the City Manager to enter into professional services agreement with JMC2 in an amount not to exceed \$381,270.40; and

WHEREAS, JMC2 is a Los Angeles based, project management and design firm providing public works solutions for a wide variety of projects throughout Southern California. JMC2 services include: Project Management, Civil Engineering, Structural Engineering, Land Surveying, Permit Processing, and Construction Support. JMC has a twenty one person (21) staff with four licensed professional engineers, one professional land surveyor, one licensed structural engineer, and five (5) engineers in training; and

JMC2 is to provide the following scope of work:

Task 1 – Research

- JMC2 team to work with the City of Compton to gather up all available record drawings, hydrology/Hydraulic reports, and technical data related to both project sites
- JMC2 to reach out to utility purveyors for as-builts and future system upgrade plans

Task 2 - Survey and Base Map

- JMC2 survey team to research centerline ties and benchmarks through the City. JMC2 to gather and prepare limited topographic and boundary surveys required for plan preparation
- JMC2 civil engineers to prepare survey base map for preliminary and final design

Task 3 - Preliminary Design

- JMC2 team to meet with the City's team to get their project vision and to put those ideas onto the survey base map to start the preliminary design process. JMC2 uses a proven process to develop construction documents that includes all team members
- Lynn Capouya, Inc. (LCI) will prepare site plans (landscaping, benches, signage, etc.) to send to JMC2 to develop grading and drainage concepts. Coordinate for crossovers, SMART controllers, State AB 1881 water conservation standards and low impact development (LID) drainage
- The conceptual plans will be shared and discussed with the City to get their approval before starting the PS&E
- JMC2 has full, in-house design capabilities and will develop/compile the 30% plan set with alternatives

Task 4 - Design Documents

- The JMC2 team has full, in-house design capabilities and will develop/compile the 90% and final PS&E submissions
- JMC2 will develop the following civil engineering plans per Caltrans standards: Title Sheet, Key Map and Line Index, Demolition Plans, Construction Details, Contour Grading and Paving Plans, Drainage Plans, Drainage Details, Utility Plans and Details, Temporary Traffic Control Plans, Construction Area Signs, Summary of Quantities, and Sign Plan and Quantities
- LCI will prepare Planting and Irrigation Plans and Details per Caltrans and California AB 1881 standards
- LCI understands a big part of their work is water use allocations and calculation. They will coordinate for crossovers, SMART controllers, and LID drainage

Task 5 - Meetings and Coordination

- John Cruikshank is the designated Project Manager for the City's Urban Greening/Forestry and Water Reclamation Project.
- The JMC2 team will prepare colorful and easy to understand presentation materials, agendas, minutes, and schedules, as warranted
- The goal of the project meetings is to ensure the project is meeting the public's goals while complying with all necessary design standards and staying within the City's budget

Task 6 - Bidding and Construction Support Services

- JMC2 team to attend job walk to answer all questions
- JMC2 team to be responsive to critical RFIs, RFCs, and to contractor submittals
- JMC2 team to walk the completed project providing written, corrective actions as warranted.
- JMC2 team to closeout by providing Record Drawings and critical project correspondence to the City for their records; and

WHEREAS, on October 31, 2019, City staff directed JMC2 to stop work on the project due to a lack of funding to complete the project and in June 2021, City staff identified additional funding and requested that the consultant resume design work on the project; and

WHEREAS, city staff was informed that the agreement between the City and JMC2 had expired and that a supplemental purchase order be prepared allocating the remaining balance owed in the amount of \$91,481.80; and

WHEREAS, in order to complete the design work, JMC would need to revise and update the following design documents:

Revised Design Document (Task 4)

Permits and encroachment agreements
Title Sheets
Hydrology study
Demolition Plans
Construction details
Contour grading and paving plans
Utility plans and details
Temporary traffic control plans
Planting plans
Irrigation plans
Erosion control plans
SWPPP
Specifications
Cost estimates

Additional meetings and coordination (Task 5)

JMC2 will conduct a “kick off” meeting along with additional design coordination meetings; and

WHEREAS, funds in the amount of \$91,481.80 are available in the Public Works Engineering Department 2021-2022 fiscal year budget in Account No. 1077-710-000-4262 (Urban Greening Grant); and

WHEREAS, in order for the City Manager to amend the professional services agreement to extend the professional service agreement time and issue a supplemental purchase order in the amount of \$91,481.80 to JMC2 Engineering + Surveying to provide engineering design services and construction support services pursuant to the Urban Greening/Forestry and Water Reclamation Grant Project, City Council’s authorization is necessary.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to amend the professional services agreement to extend the terms with and establish a purchase order in the amount of Ninety One Thousand Four Hundred Eighty One Dollars and Eighty Cents (\$91,481.80) for JMC2 Engineering + Surveying to provide engineering design and construction support services pursuant to the Urban Greening/Forestry and Water Reclamation Grant Project.

SECTION 2. That funds in the amount of \$91,481.80 are available in the Public Works 2021-2022 Fiscal Year’s budget in Account No. 1077-710-000-4262 (Urban Greening Grant).

SECTION 3. That a purchase order in the amount of Ninety One Thousand Four Hundred Eighty One Dollars and Eighty Cents (\$91,481.80) shall be established for JMC2 for services rendered.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Engineering Department.

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

ADOPTED this _____ day of _____, 2022.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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 on the _____ day of _____, 2022.

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

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JMC2 ENGINEERING + SURVEYING**

This **FIRST AMENDMENT** to the Professional Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) and **JMC2 ENGINEERING + SURVEYING** (hereinafter referred to as “**CONSULTANT**”).

RECITALS:

WHEREAS, the City is a recipient of two (2) Urban Greening/Forestry and Water Reclamation Grants from separate State of California agencies: the Natural Resources Agency (“**NRA**”) and the Department of Forestry and Fire Protection (“**Cal Fire**”); and

WHEREAS, the NRA Grant (“**Project 1**”), titled the “Alameda-SR91 Urban Greening and Water Reclamation Project Greening Compton’s State Route 91 (Agreement No. U29107-0)”, involves the planting of trees and shrubs, installing irrigation and bioswales, creating water retention and filtration system and installing interpretive signage at the locations of Alameda Street and Artesia Boulevard – State Route 91 Interchange (the Grant amount is \$1,207,921.00); and

WHEREAS, the Cal Fire Grant (“**Project 2**”), titled the “Greening Compton’s State Route 91 (Agreement No. 8GG16423)” involves planting of trees and shrubs, installing irrigation and bioswales, creating storm water filtration systems and installing Cal Fire and Compton signage at the locations of State Route 91 Highway and Artesia Boulevard between Central Avenue and Harbor Avenue (the Grant amount is \$580,952.00); and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City’s Engineer for this project and be responsible to provide design and engineering services for Urban Greening/Forestry and Water Reclamation Grant Projects; and

WHEREAS, by Resolution No. **25,027**, adopted on the **21st** of **2019**, the City Council authorized the City Manager to accept the proposal of the Consultant (JMC2 Engineering + Surveying) and enter into a contract to provide the necessary services; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2022, the City Council authorized the City Manager to enter into a first (1ST) amendment to the professional services agreement with the Consultant; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Project; and

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Consultant and City, for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to authorize the continued performance of the services specified within the original Agreement and expand the scope of services to include performance of the following services:

Task 1 – Research

- JMC2 team to work with the City of Compton to gather up all available record drawings, hydrology/Hydraulic reports, and technical data related to both project sites.
- JMC2 to reach out to utility purveyors for as-builts and future system upgrade plans

Task 2 - Survey and Base Map

- JMC2 survey team to research centerline ties and benchmarks through the City. JMC2 to gather and prepare limited topographic and boundary surveys required for plan preparation
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- The conceptual plans will be shared and discussed with the City to get their approval before starting the PS&E
- JMC2 has full, in-house design capabilities and will develop/compile the 30% plan set with alternatives

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Task 5 - Meetings and Coordination

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Task 6 - Bidding and Construction Support Services

- JMC2 team to attend job walk to answer all questions
 - JMC2 team to be responsive to critical RFIs, RFCs, and to contractor submittals
 - JMC2 team to walk the completed project providing written, corrective actions as warranted.
 - JMC2 team to closeout by providing Record Drawings and critical project correspondence to the City for their records
2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to extend the term of the Agreement to provide that the Agreement shall terminate upon the completion of the project and/or on exhaustion of the authorized maximum compensation of **Ninety One Thousand Four Hundred Eighty One Dollars and Eighty Cents (\$91,481.80)**, unless otherwise extended or terminated.
 3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for services rendered during the extended term of the original Agreement, as specified above, in the not-to-exceed amount of **Ninety One Thousand Four Hundred Eighty One Dollars and Eighty Cents (\$91,481.80)**.
 4. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Contractor all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT**.

JMC2/CONSULTANT

Dated: _____

By _____
John M. Cruikshank, P.E., President/CEO

Approved by:

Dated: _____

By _____
Thomas Thomas, City Manager

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk