



Scan QR  
Code to view  
Agenda Packet

## MARCH 23, 2021

### CITY COUNCIL MEETING

#### CITY COUNCIL

MAYOR  
CLAUDIA M. FROMETA

MAYOR PRO TEM  
BLANCA PACHECO

COUNCIL MEMBERS  
MARIO TRUJILLO

Special Meeting – 5:30 p.m.  
Regular Meeting – 6:30 p.m.

Council Chambers  
11111 Brookshire Avenue  
Downey, CA 90241



#### PARTICIPATING BY TELECONFERENCE:

COUNCIL MEMBERS  
CATHERINE ALVAREZ  
SEAN ASHTON

#### **SEE ATTACHED SPECIAL NOTICE REGARDING PUBLIC PARTICIPATION AND ACCESSIBILITY FOR THE MARCH 23, 2021 SPECIAL AND REGULAR DOWNEY CITY COUNCIL MEETINGS**

#### **CALL TO ORDER THE SPECIAL CITY COUNCIL MEETING – 5:30 P.M.**

**ROLL CALL:** Council Members Alvarez, Ashton, Trujillo, Mayor Pro Tem Pacheco, Mayor Frometa

**APPROVE CLOSED SESSION MINUTES:** Special Meeting of February 23, 2021 and March 9, 2021: Administration.

#### **PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**

*(Persons wishing to address the City Council on any item on the Closed Session Agenda may do so at this time. Please limit your comments to no more than three (3) minutes).*

#### **RECESS TO A CLOSED SESSION OF THE CITY COUNCIL UNDER THE FOLLOWING AUTHORITIES:**

1. Government Code Section 54956.9(d)(1) – Pending Litigation – City of Signal Hill, et al. v. Central Basin Municipal Water District, et al., Los Angeles Superior Court, Case No. 19STCP03882.
2. Government Code Section 54957.6 - Conference with labor negotiators John Oskoui, Assistant City Manager and James McQueen, Human Resources Director re: direction for labor negotiations with Downey City Employees' Association – Miscellaneous Unit.
3. Government Code Section 54957.6 - Conference with labor negotiators John Oskoui, Assistant City Manager and James McQueen, Human Resources Director re: direction for labor negotiations with Downey City Employees' Association – Maintenance Unit.

4. Government Code Section 54957.6 - Conference with labor negotiators John Oskoui, Assistant City Manager and James McQueen, Human Resources Director re: direction for labor negotiations with Downey Public Safety Auxiliary Association.

## **ADJOURNMENT**

---

### **CALL TO ORDER THE REGULAR CITY COUNCIL MEETING – 6:30 P.M.**

**ROLL CALL:** Council Members Alvarez, Ashton, Trujillo, Mayor Pro Tem Pacheco, Mayor Frometa

**INVOCATION:** Greg Welch, Chaplain for the Downey Police Department

**FLAG SALUTE:** Mayor Pro Tem Pacheco

### **PRESENTATIONS**

1. Mayor's Champion Award to Stephanie Chavez.
2. Proclamation in Honor of Red Cross Month.
3. Presentation to the City Council of the Downey Pavement Management Program 2020.

### **CITY COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETING REPORTS**

### **PUBLIC HEARINGS**

1. **ESTABLISH RESIDENTIAL PREFERENTIAL PARKING DISTRICT ON THE NORTH AND SOUTH SIDES OF RAEBERT ST. BETWEEN VULTEE AVE. AND CORRIGAN AVE.:** Public Works.

**ADOPT RESOLUTION NO. 21-\_\_\_\_\_, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ESTABLISHING A RESIDENTIAL PREFERENTIAL PARKING DISTRICT ON THE NORTH AND SOUTH SIDES OF RAEBERT STREET BETWEEN VULTEE AVENUE AND CORRIGAN AVENUE.**

### **NON-AGENDA PUBLIC COMMENT**

*This portion provides an opportunity for the public to address the City Council on items within the jurisdiction of the City Council and not listed on the agenda. It is requested, but not required, that you state your name, address and subject matter upon which you wish to speak. Please limit your comments to no more than three (3) minutes. Pursuant to the Brown Act, no discussion or action, other than a brief response, referral to the City Manager/staff or schedule for a subsequent agenda, shall be taken by the City Council/Agency on any issue brought forth under this section.*

### **CONSENT CALENDAR**

*All matters listed on the Consent Calendar are to be approved with one motion unless a City Council Member requests an item be removed. Removed items will be considered following approval of the Consent Calendar.*

2. **APPROVE MINUTES:** Special Meeting of March 9, 2021; Regular Meetings of November 10, 2020 and February 9, 2021: City Clerk.
3. **WARRANTS ISSUED:** Warrant Nos. 350083 – 350391; EFT Nos. 10490 – 10522; Payroll Wire Nos. 30004082, 30004086, 30004090 & 30004092 – 30004094; Manual Wire Nos. 2108 – 2110, the total amount of \$4,648,570.50: Finance.

4. **ACCEPT WORK FOR THE PLANTING OF 540 TREES BY THE LOS ANGELES CONSERVATION CORPS AS PART OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL-FIRE) GRANT; APPROVE FINAL CONSTRUCTION CONTRACT AMOUNT OF \$159,883.69; AND, AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO FILE THE NOTICE OF COMPLETION:** Public Works.
5. **APPROVE AN AGREEMENT WITH G4S SECURE SOLUTIONS (G4S) FOR THE OPERATION OF THE DOWNEY CITY JAIL; AND, AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT:** Police.
6. **AUTHORIZE THE CITY MANAGER TO APPROVE AN AGREEMENT BETWEEN THE CITY OF DOWNEY AND THE DOWNEY UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES FOR THE POLICE ON CAMPUS PROGRAM:** Police.
7. **APPROVE AGREEMENT WITH CALMET SERVICES, INC. IN THE AMOUNT OF \$34,580 FOR ABANDONED BULKY ITEM COLLECTION SERVICES; AUTHORIZE THE MAYOR TO EXECUTE AGREEMENT; AND, AUTHORIZE THE CITY MANAGER TO EXECUTE ANY AMENDMENTS TO THE DEEMED NECESSARY:** Public Works.
8. **APPROVE PROFESSIONAL SERVICES AGREEMENT IN THE NOT-TO-EXCEED AMOUNT OF \$25,000 WITH RMG COMMUNICATIONS, INC. FOR PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) COMMUNICATIONS AND OUTREACH SERVICES; AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT; AND, AUTHORIZE THE CITY MANAGER TO EXECUTE ANY AND ALL AMENDMENTS DEEMED NECESSARY WITHIN THE PROGRAM BUDGET:** Public Works.
9. **APPOINTMENTS TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA):** Administration.

**ADOPT RESOLUTION NO. 21-\_\_\_\_\_, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPOINTING MARIO TRUJILLO, COUNCIL MEMBER AS THE REPRESENTATIVE AND CATHERINE ALVAREZ, COUNCIL MEMBER, AS THE ALTERNATE AND ANIL H. GANDHY, DIRECTOR OF FINANCE AND INFORMATION TECHNOLOGY, AS THE SUBSTITUTE ALTERNATE REPRESENTATIVE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA).**

10. **ENGINEER’S REPORT FOR RENEWAL OF LANDSCAPING AND STREET LIGHTING ASSESSMENT DISTRICT NO. 121 FOR FISCAL YEAR 2021-2022:** Public Works.

**ADOPT RESOLUTION NO. 21-\_\_\_\_\_, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ORDERING PREPARATION OF THE ENGINEER’S REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF THE “LANDSCAPING AND LIGHTING ACT OF 1972”, BEING DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA FOR THE MAINTENANCE, OPERATION AND SERVICING OF STREET AND PUBLIC FACILITY LANDSCAPING, LIGHTING, TRAFFIC SIGNALS AND APPURTENANT WORK IN THE CITY OF DOWNEY FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022.**

11. **CITY OF DOWNEY’S URBAN FOREST MANAGEMENT PLAN AND STREET TREE MASTER PLAN:** Public Works.

**ADOPT RESOLUTION NO. 21-\_\_\_\_\_, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE CITY’S URBAN FOREST MANAGEMENT PLAN AND STREET TREE MASTER PLAN.**

12. **ADOPT RESOLUTION NO. 21-\_\_\_\_\_**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE APPOINTMENT OF PHILIP LEE SQUIRE TO THE PERSONNEL ADVISORY BOARD FOR COUNCIL DISTRICT 3: Council Member Alvarez.
13. **ADOPT RESOLUTION NO. 21-\_\_\_\_\_**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY CITY EMPLOYEES' ASSOCIATION – MISCELLANEOUS UNIT (APRIL 1, 2021 – MARCH 31, 2023): Human Resources.
14. **ADOPT RESOLUTION NO. 21-\_\_\_\_\_**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY CITY EMPLOYEES' ASSOCIATION – MAINTENANCE UNIT (APRIL 1, 2021 – MARCH 31, 2023): Human Resources.
15. **ADOPT RESOLUTION NO. 21-\_\_\_\_\_**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION (APRIL 1, 2021 – MARCH 31, 2023): Human Resources.
16. **EXTENSION OF URGENCY ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON EVICTIONS OF COMMERCIAL TENANTS IMPACTED BY COVID-19 PANDEMIC AND RENT REPAYMENT PERIOD**: City Attorney.

**ADOPT URGENCY ORDINANCE NO. 21-\_\_\_\_\_**, AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 8634 AND DOWNEY CITY CHARTER SECTIONS 511 AND 514 EXTENDING THE TEMPORARY MORATORIUM ON EVICTIONS OF COMMERCIAL TENANTS FOR NONPAYMENT OF RENT RESULTING FROM LOSS OF INCOME DUE TO THE COVID-19 PANDEMIC AND RENT REPAYMENT PERIOD; AND SETTING FORTH THE FACTS CONSTITUTING SUCH URGENCY.

17. **REQUEST TO CHANGE THE ZONE OF THE PROPERTY LOCATED AT 12021 WOODRUFF AVE. FROM M-2 (GENERAL MANUFACTURING) AND P-B (PARKING BUFFER) TO M-2 (GENERAL MANUFACTURING) AND A MITIGATED NEGATIVE DECLARATION**: Community Development.

**ADOPT ORDINANCE NO. 21-\_\_\_\_\_**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING A ZONE CHANGE OF THE PROPERTY LOCATED AT 12021 WOODRUFF AVENUE FROM M-2 (GENERAL MANUFACTURING) AND P-B (PARKING BUFFER) TO M-2 (GENERAL MANUFACTURING) AND A MITIGATED NEGATIVE DECLARATION.

18. **APPROVE FUNDS TO TRAVEL TO DOWNEY'S SISTER CITY, ENSENADA, MEXICO, FOR A SPECIAL CEREMONY HOSTED BY THE MAYOR OF ENSENADA, IN APPRECIATION OF THE CITY'S RECENT DONATION OF TWO DECOMMISSIONED AMBULANCES**: Administration.

#### **ADMINISTRATIVE REPORTS**

19. **RESOLUTION ESTABLISHING SALARY AND BENEFITS FOR EXECUTIVE MANAGEMENT, MIDDLE MANAGEMENT AND CONFIDENTIAL/EXEMPT**: Human Resources.

**ADOPT RESOLUTION NO. 21-\_\_\_\_\_**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ESTABLISHING THE SALARY AND BENEFITS PAYABLE TO EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS EXECUTIVE MANAGEMENT, MIDDLE MANAGEMENT AND CONFIDENTIAL/EXEMPT; AND, REPEALING PRIOR RESOLUTIONS.



**20. RECEIVE AND FILE AN UPDATE REGARDING THE DEVELOPMENT PLANS FOR THE SPORTS COMPLEX ON LAND OWNED BY THE COUNTY OF LOS ANGELES WITHIN THE RANCHO LOS AMIGOS SOUTH CAMPUS:** Community Development.

**21. DISCUSS THE ESTABLISHMENT OF AN ARTS AND CULTURE COMMISSION:** Council Member Alvarez.

**22. DISCUSS HOLDING AN LGBTQ PICNIC:** Council Member Alvarez.

**23. DISCUSS HAVING A LANGUAGE INTERPRETER AT CITY COUNCIL MEETINGS:** Council Member Alvarez.

### **STAFF MEMBER COMMENTS**

**ADJOURNMENT:** In memory of Police Officer Jose Anzora, Los Angeles Police Department, killed in the line of duty; and, the lives lost due to COVID-19.

---

Supporting documents are available at: [www.downeyca.org](http://www.downeyca.org); City Hall-City Clerk's Department, 11111 Brookshire Avenue, Monday – Friday, 7:30 a.m. – 5:30 p.m. Video streaming of the meeting is available on the City's website. In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in this meeting, complete the City's Title II ADA Reasonable Accommodation Form located on the City's website and at City Hall - City Clerk's Department, 11111 Brookshire Avenue, Monday – Friday, 7:30 a.m. – 5:30 p.m., and submit to the City Clerk's Department or contact **(562) 904-7280** or TTY 7-1-1, **48 business hours prior to the City Council meeting.**

The City of Downey prohibits discrimination on the basis of disability in any of its program and services. For questions, concerns, complaints, or for additional information regarding the ADA, contact the City's ADA/Section 504 Coordinator at [ADACoordinator@downeyca.org](mailto:ADACoordinator@downeyca.org): Phone: (562) 299-6619; or TTY at 7-1-1.

In compliance with Title VI of the Civil Rights Act, the City of Downey prohibits discrimination of any person in any of its program and services. If written language translation of City agendas or minutes, or for oral language interpretation at a City meeting is needed, contact the City Clerk's Office at (562) 904-7280, or (562) 299-6619, **48 business hours prior to the meeting.**

En cumplimiento con el Título VI de la Ley de Derechos Civiles, la Ciudad de Downey prohíbe la discriminación de cualquier persona en todos sus programas y servicios. En caso de necesitar una traducción escrita de las órdenes del día o las actas de las reuniones de la ciudad, o para solicitar un intérprete oral para una reunión de la ciudad, comuníquese a la oficina de la Secretaria de la Ciudad al (562) 904-7280, o al (562) 299-6619, en el horario de atención comercial, **48 horas antes de la reunión.**

I, Maria Alicia Duarte, CMC, City Clerk, City of Downey, do hereby certify, under penalty of perjury under the laws of the State of California that the foregoing notice was posted pursuant to Government Code Section 54950 Et. Seq., at the following locations: Downey City Hall, Downey City Library, and Barbara J. Riley Community and Senior Center.

Dated this 18<sup>th</sup> day of March, 2021.

*Maria Alicia Duarte, CMC, City Clerk*

**Scan QR Code to view the City of Downey City Accomplishments 2019-2020**





## SPECIAL NOTICE

### Public Participation and Accessibility for the March 23, 2021, Downey Special and Regular City Council Meetings

Pursuant to Paragraph 3 of Executive Order N-29-20 executed by the Governor of California on March 17, 2020, the County of Los Angeles Department of Public Health Officer Order January 29, 2021 – Reopening Safer at Work and in the Community for Control of COVID-19 – Blueprint for a Safer Economy – Tier 1 Surge Response, the Special and Regular City Council Meetings scheduled for Tuesday, March 23, 2021 at 5:30 p.m. and 6:30 p.m. will allow members of the public to participate and address the City Council during the public comment portion of the meeting via teleconference.

---

**Below are the ways to participate in the Special Meeting at 5:30 p.m.**

1. **Call Toll-Free (audio):** (877) 853-5247 or (888) 788-0099

Meeting ID: **955 8164 6544** Passcode: **189287**

Zoom link: <https://zoom.us/j/95581646544?pwd=TGpjZUI3bVUzWkZHZVZkMEEvWkxoZz09>

***PUBLIC COMMENT SHALL BE ON CLOSED SESSION ITEMS ONLY AND WILL ONLY BE TAKEN VIA E-MAIL OR THE TELECONFERENCE PHONE LINE.***

2. **E-mail:** [ccpubliccomment@downeyca.org](mailto:ccpubliccomment@downeyca.org)

In order to effectively accommodate public participation, participants are asked to provide their public comments via e-mail by 4:00 p.m. on the day of the meeting.

3. **Tele-conference phone number:** (562) 299-6622

Calls will be placed on hold in queue and participants will provide their public comments via speaker phone. Persons speaking are limited to a maximum of three (3) minutes.

---

**Below are the ways to participate in the Regular Meeting at 6:30 p.m.**

1. **View the City Council meeting live stream at:**

YouTube Channel: <https://www.youtube.com/c/DowneyCityCouncilMeetings>

2. **Join the meeting via Zoom:**

Meeting ID: **918 8201 4628** Passcode: **723997**

Zoom link: <https://zoom.us/j/91882014628?pwd=MjVscGFrNmtFVlkyRINPL25FUHpvZz09>

**Call Toll-Free (audio only):** (877) 853-5247 or (888) 788-0099

***PUBLIC COMMENT SHALL ONLY BE TAKEN VIA E-MAIL OR THE TELECONFERENCE PHONE LINE.***

3. E-mail: [ccpubliccomment@downeyca.org](mailto:ccpubliccomment@downeyca.org)

**In order to effectively accommodate public participation, participants are asked to provide their public comments via e-mail by 4:00 p.m. on the day of the meeting.**

Participants addressing the City Council by email are encouraged to provide the following information:

- a) Full Name;
- b) City of Residence;
- c) Subject or Agenda Item No.;
- d) Written Comments.

4. **Teleconference phone number: (562) 299-6622**

Calls will be placed on hold in queue and participants will provide their public comments via speaker phone. **Persons speaking are limited to a maximum of three (3) minutes.** Please be mindful that the teleconference call will be recorded as any other person is recorded when appearing before the City Council, and all other rules of procedure and decorum will apply when addressing the City Council by teleconference.

Participants addressing the City Council by teleconference are encouraged to provide the following information:

- a) Full Name;
- b) City of Residence;
- c) Subject or Agenda Item No.;
- d) Public Comment.

**For any questions contact the City Clerk's Office at (562) 904-7280.**

**EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA**

**EXECUTIVE ORDER N-29-20**

**WHEREAS** on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

**WHEREAS** despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

**WHEREAS** the threat of COVID-19 has resulted in serious and ongoing economic harms, in particular to some of the most vulnerable Californians; and

**WHEREAS** time bound eligibility redeterminations are required for Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries to continue their benefits, in accordance with processes established by the Department of Social Services, the Department of Health Care Services, and the Federal Government; and

**WHEREAS** social distancing recommendations or Orders as well as a statewide imperative for critical employees to focus on health needs may prevent Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries from obtaining in-person eligibility redeterminations; and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

1. As to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(a) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of this Order. This Order shall be construed to be consistent with applicable federal laws, including but not limited to Code of Federal Regulations, Title 42, section 435.912, subdivision (e), as interpreted by the Centers for Medicare and Medicaid Services (in guidance issued on January 30, 2018) to permit the extension of



otherwise-applicable Medicaid time limits in emergency situations.

2. Through June 17, 2020, any month or partial month in which California Work Opportunity and Responsibility to Kids (CalWORKs) aid or services are received pursuant to Welfare and Institutions Code Section 11200 et seq. shall not be counted for purposes of the 48-month time limit set forth in Welfare and Institutions Code Section 11454. Any waiver of this time limit shall not be applied if it will exceed the federal time limits set forth in Code of Federal Regulations, Title 45, section 264.1.
3. Paragraph 11 of Executive Order N-25-20 (March 12, 2020) is withdrawn and superseded by the following text:

Notwithstanding any other provision of state or local law (including, but not limited to, the Bagley-Keene Act or the Brown Act), and subject to the notice and accessibility requirements set forth below, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended.

A local legislative body or state body that holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements set forth below, shall have satisfied any requirement that the body allow

members of the public to attend the meeting and offer public comment. Such a body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

Accessibility Requirements: If a local legislative body or state body holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the body shall also:

- (i) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility; and
- (ii) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to subparagraph (ii) of the Notice Requirements below.

Notice Requirements: Except to the extent this Order expressly provides otherwise, each local legislative body and state body shall:

- (i) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in such means of public observation and comment, or any instance prior to the issuance of this Order in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of such means, a body may satisfy this requirement by advertising such means using "the most rapid means of communication available at the time" within the meaning of Government Code, section 54954, subdivision (e); this shall include, but need not be limited to, posting such means on the body's Internet website.

All of the foregoing provisions concerning the conduct of public meetings shall apply only during the period in which state or local public health officials have imposed or recommended social distancing measures.



All state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

**IT IS FURTHER ORDERED** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 17th day of March 2020.



\_\_\_\_\_  
GAVIN NEWSOM  
Governor of California

**ATTEST:**

\_\_\_\_\_  
ALEX PADILLA  
Secretary of State



Item No.

APPROVED BY  
CITY MANAGER

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OFFICE OF THE CITY MANAGER

BY: DELFINO R. CONSUNJI, P. E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

DATE: MARCH 23, 2021

SUBJECT: ESTABLISH RESIDENTIAL PREFERENTIAL PARKING DISTRICT ON THE NORTH AND SOUTH SIDES OF RAEBERT STREET BETWEEN VULTEE AVENUE AND CORRIGAN AVENUE

RECOMMENDATION

That the City Council conduct a public hearing and upon conclusion of the public hearing adopt:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ESTABLISHING A RESIDENTIAL PREFERENTIAL PARKING DISTRICT ON THE NORTH AND SOUTH SIDES OF RAEBERT STREET BETWEEN VULTEE AVENUE AND CORRIGAN AVENUE**

BACKGROUND

On November 13, 2018, the City Council adopted Ordinance No. 18-1402 which established residential preferential parking program regulations for the City. In order to establish a residential preferential parking district, a minimum number of property owners must request the program and the district must meet specific requirements. Among the findings required for establishment of a district are:

- A petition containing the signature, printed name, date of signing, and address of owners of at least 75% of the dwelling units within the proposed district in support of the proposal
- The proposed parking district is predominantly residential and includes whole blocks and both sides of a street, unless the City Traffic Engineer determines this to be impractical or undesirable
- There exists a shortage of reasonably available and convenient residential-related parking spaces in the proposed district
- At least 75% of the on-street parking spaces within the proposed district boundaries are occupied during the time of the requested parking prohibition or restriction
- A minimum of 50% of the vehicles parked on the street during the proposed restricted or prohibited parking hours must be registered to non-residents of the proposed district
- A determination by the City Traffic Engineer that the size and boundaries of the proposed district constitutes a self-contained area and would not result in shifting the parking problem to an adjacent area
- No alternative solution is practical or reasonable



**DISCUSSION**

A request was received in early 2019 for the establishment of a preferential parking district on the north and south sides of the 9040 - 9070 block Raebert Street between Vultee Avenue and Corrigan Avenue to provide on-street parking relief for the residents of this block of Raebert St. due to overflowing on-street parking from nearby apartment buildings located on Lakewood Boulevard and consequently have been experiencing late night disturbances due to noise and other nuisances (i.e., vehicles being parked too close to driveways, etc.). Staff subsequently proceeded with the evaluation of the proposed preferential parking district. Based on field observations and measurements, there are 25 on-street parking spaces on the north and south sides of Raebert Street between Vultee Avenue and Corrigan Avenue.

In December 2020, the City received a petition (Attachment A) from the occupants of the properties on Raebert Street, north and south sides, between Vultee Avenue and Corrigan Avenue requesting an overnight parking prohibition between the hours of 2:00 AM and 6:00 AM every day including Saturdays, Sundays and holidays, and the establishment of a preferential parking district. The petition was signed by 9 out of 12 total residences, or 75%, with all 9 in favor of the proposal.

The Police Department conducted a license plate survey within the proposed preferential parking district area on May 24, 2019 and January 27, 2021 between the hours of 2:00 am to 6:00 am. This task involved running each of the license plate numbers for all the vehicles parked within the proposed preferential parking district area during the proposed hours of the parking prohibition through the DMV database to determine which of the parked vehicles were registered to owners residing within the proposed preferential parking district area. The time lapse between which the first and second surveys were conducted was the result of a delay on the part of the requestor in achieving signatures from 75% of the residential properties included on the petition in support of the proposal due to COVID-19 restrictions. The results of the survey conducted are summarized in the table below:

<b>Proposed Preferential Parking Permit District License Plate Survey Results 9040 - 9070 Block of Raebert Street</b>					
Street Segment	Total Parking Spaces	Occupied		Occupied by Non-Residents	
		Qty.	%*	Qty.	%**
Raebert Street (Vultee Avenue to Corrigan Avenue) – 05/24/2019 Survey	25	25	100%	20	80%
Raebert Street (Vultee Avenue to Corrigan Avenue) – 01/27/2021 Survey	25	19	76%	13	52%

\* Based on the number of total parking spaces within the proposed preferential parking district.

\*\* Based on the number of occupied parking spaces within the proposed preferential parking district.

Based on a review of the criteria established by Ordinance No. 18-1402 and the data summarized in the table above, staff has verified that the minimum criteria and necessary level of support by the residents have been met and that the proposed boundaries of the preferential parking district constitute a reasonably self-contained area. Therefore, staff recommends establishment of a residential permit parking district and implementation of the parking prohibition at all times within the proposed area. The boundaries of the proposed preferential parking district on Raebert Street are shown on Attachment B.

Preferential Parking Permit District on Raebert Street between Vultee Avenue and Corrigan Avenue  
March 23, 2021

On February 18, 2021, the Public Works Committee considered this item and concurred with staff's recommendation adopting a resolution (Attachment C) establishing the preferential parking district.

Provided that the City Council approves the establishment of the preferential parking district and at least 50% of residents apply for parking permits within 60 days of passage of the establishing resolution, signs establishing the parking prohibition at all times with an exemption for permitted vehicles will be posted. Permits may then be purchased by residents residing within the proposed district at a cost of \$50 annually based on the current fee schedule. If fewer than 50% of residents obtain permits or if the number of permit holders falls below 50%, the City Council may repeal the residential preferential parking permit district during a public hearing noticed at least 10 days in advance.

In addition, a preferential parking district may be terminated by resolution of the City Council through a noticed public hearing upon receipt and verification of a petition signed by a majority (50% plus one) of the property owners within an established district. Such determination shall be based upon a finding that the conditions set forth in the establishing resolution no longer exist or have diminished to such extent that the continuation of the district is unnecessary.

The Notice of Public Hearing (Attachment D) for this item was published in the Downey Patriot on March 11, 2021. In addition, public hearing notices (Attachment E) were mailed to the owners and occupants of all properties located within 400 feet of the boundaries of the proposed residential preferential parking district in accordance with Section 3199.6(c)(4) of the City's Preferential Parking Ordinance.

The proposed preferential parking district is categorically exempt per the provisions of the California Environmental Quality Act under Section 15301(C), Existing Facilities.

Staff recommends adoption of the attached Resolution establishing a residential preferential parking district on the north and south side of Raebert Street between Vultee Avenue and Corrigan Avenue.

### **CITY COUNCIL PRIORITIES**

Quality of Life, Infrastructure and Parks

### **FISCAL IMPACT**

The estimated cost of the installation of six (6) new preferential parking district "NO PARKING 2AM – 6AM" signs is approximately \$600. Sufficient funds are available in the Fiscal Year 2020-2021 approved budget in account number 10-3145 (Traffic and Street Maintenance Program) to cover the cost of new sign installations.

### **ATTACHMENTS:**

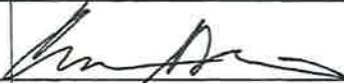




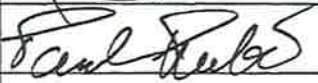
- Attachment A - Petition
- Attachment B - Preferential Parking District Boundary Map
- Attachment C - Resolution No. 21-
- Attachment D - Downey Patriot Proof of Publication
- Attachment E - Public Hearing Notice

## PETITION

We, the undersigned **registered owners** of the properties on the 9040-9070 block of Raebert Street (both sides) between Vultee Avenue and Corrigan Avenue hereby request the establishment of a parking prohibition (No Parking Anytime) to be in effect between the hours of 2:00 AM and 6:00 AM every day, including Saturdays, Sundays and holidays, and a preferential parking district to exempt permit-holders from the proposed parking prohibition.

We understand that each residential household is entitled to up to two (2) residential (vehicle specific) and one (1) guest permit (transferrable between vehicles). The residential and guest permits must be purchased and renewed annually at a cost of \$50 per permit. The cost of the permits will be prorated each quarter, depending on the time of the year when the permit is purchased.

We specifically understand that vehicles displaying preferential parking permits will still be subject to street sweeping parking restrictions as well as the citywide 72-hour on-street parking limit. In addition, the following types of vehicles are not eligible for preferential parking permits: semi-tractor trucks, motorhomes, motorcycles, boat, travel and utility trailers, vehicles posted for sale or any commercial vehicle pursuant to Section 3173(a) of the Downey Municipal Code. Furthermore, preferential permit parking holders are not guaranteed parking spaces on the 9040-9070 block of Raebert Street due to the limited on-street parking available on this street block.

	Address	Support Proposal?			Printed Name	Signature	Date
		Yes	No	No Opinion			
✓	9042 Raebert Street	✓			CESAR GARCIA		7/17/2019
	9043 Raebert Street						
✓	9046 Raebert Street	✓			Karla Smulovitz		7/17/19
✓	9051 Raebert Street	✓			Ernesto Lopez		07/17/19
✓	9052 Raebert Street						
✓	9057 Raebert Street	✓			John ENDERS		07/17/19
✓	9060 Raebert Street						
<span style="color: red;">NO LONGER INTENDED</span>	<del>9063 Raebert Street</del>	<del>✓</del>			<del>Nansi + Dennis Keitner</del>	<del></del>	<del>7-17-19</del>
	9064 Raebert Street	✓			PAUL Rubio		7-17-19
	9068 Raebert Street						

## PETITION

We, the undersigned **registered owners** of the properties on the 9040-9070 block of Raebert Street (both sides) between Vultee Avenue and Corrigan Avenue hereby request the establishment of a parking prohibition (No Parking Anytime) to be in effect between the hours of 2:00 AM and 6:00 AM every day, including Saturdays, Sundays and holidays, and a preferential parking district to exempt permit-holders from the proposed parking prohibition.

We understand that each residential household is entitled to up to two (2) residential (vehicle specific) and one (1) guest permit (transferrable between vehicles). The residential and guest permits must be purchased and renewed annually at a cost of \$50 per permit. The cost of the permits will be pro-rated each quarter, depending on the time of the year when the permit is purchased.

We specifically understand that vehicles displaying preferential parking permits will still be subject to street sweeping parking restrictions as well as the citywide 72-hour on-street parking limit. In addition, the following types of vehicles are not eligible for preferential parking permits: semi-tractor trucks, motorhomes, motorcycles, boat, travel and utility trailers, vehicles posted for sale or any commercial vehicle pursuant to Section 3173(a) of the Downey Municipal Code. Furthermore, preferential permit parking holders are not guaranteed parking spaces on the 9040-9070 block of Raebert Street due to the limited on-street parking available on this street block.


Address	Support Proposal?			Printed Name	Signature	Date
	Yes	No	No Opinion			
9071 Raebert Street	X			Ronald R Rose	Ronald R Rose	7/20/19
11806 Vultee Avenue						

## PETITION

We, the undersigned **registered owners** of the properties on the 9040-9070 block of Raebert Street (both sides) between Vultee Avenue and Corrigan Avenue hereby request the establishment of a parking prohibition (No Parking Anytime) to be in effect between the hours of 2:00 AM and 6:00 AM every day, including Saturdays, Sundays and holidays, and a preferential parking district to exempt permit-holders from the proposed parking prohibition.

We understand that each residential household is entitled to up to two (2) residential (vehicle specific) and one (1) guest permit (transferrable between vehicles). The residential and guest permits must be purchased and renewed annually at a cost of \$50 per permit. The cost of the permits will be pro-rated each quarter, depending on the time of the year when the permit is purchased.

We specifically understand that vehicles displaying preferential parking permits will still be subject to street sweeping parking restrictions as well as the citywide 72-hour on-street parking limit. In addition, the following types of vehicles are not eligible for preferential parking permits: semi-tractor trucks, motorhomes, motorcycles, boat, travel and utility trailers, vehicles posted for sale or any commercial vehicle pursuant to Section 3173(a) of the Downey Municipal Code. Furthermore, preferential permit parking holders are not guaranteed parking spaces on the 9040-9070 block of Raebert Street due to the limited on-street parking available on this street block.


Address	Support Proposal?			Printed Name	Signature	Date
	Yes	No	No Opinion			
9042 Raebert Street						
9043 Raebert Street						
9046 Raebert Street						
9051 Raebert Street						
9052 Raebert Street						
9057 Raebert Street						
9060 Raebert Street	X			GIA BAO TRAN		1/18/19
9063 Raebert Street						
9064 Raebert Street						
9068 Raebert Street						

**PETITION**

We, the undersigned **registered owners** of the properties on the 9040-9070 block of Raebert Street (both sides) between Vultee Avenue and Corrigan Avenue hereby request the establishment of a parking prohibition (No Parking Anytime) to be in effect between the hours of 2:00 AM and 6:00 AM every day, including Saturdays, Sundays and holidays, and a preferential parking district to exempt permit-holders from the proposed parking prohibition.

We understand that each residential household is entitled to up to two (2) residential (vehicle specific) and one (1) guest permit (transferrable between vehicles). The residential and guest permits must be purchased and renewed annually at a cost of \$50 per permit. The cost of the permits will be pro-rated each quarter, depending on the time of the year when the permit is purchased.

We specifically understand that vehicles displaying preferential parking permits will still be subject to street sweeping parking restrictions as well as the citywide 72-hour on-street parking limit. In addition, the following types of vehicles are not eligible for preferential parking permits: semi-tractor trucks, motorhomes, motorcycles, boat, travel and utility trailers, vehicles posted for sale or any commercial vehicle pursuant to Section 3173(a) of the Downey Municipal Code. Furthermore, preferential permit parking holders are not guaranteed parking spaces on the 9040-9070 block of Raebert Street due to the limited on-street parking available on this street block.

Address	Support Proposal?			Printed Name	Signature	Date
	Yes	No	No Opinion			
9071 Raebert Street						
11806 Vultee Avenue	X			Roberto Terrazas		7-21-19

## PETITION

We, the undersigned **registered owners** of the properties on the 9040-9070 block of Raebert Street (both sides) between Vultee Avenue and Corrigan Avenue hereby request the establishment of a parking prohibition (No Parking Anytime) to be in effect between the hours of 2:00 AM and 6:00 AM every day, including Saturdays, Sundays and holidays, and a preferential parking district to exempt permit-holders from the proposed parking prohibition.

We understand that each residential household is entitled to up to two (2) residential (vehicle specific) and one (1) guest permit (transferrable between vehicles). The residential and guest permits must be purchased and renewed annually at a cost of \$50 per permit. The cost of the permits will be pro-rated each quarter, depending on the time of the year when the permit is purchased.

We specifically understand that vehicles displaying preferential parking permits will still be subject to street sweeping parking restrictions as well as the citywide 72-hour on-street parking limit. In addition, the following types of vehicles are not eligible for preferential parking permits: semi-tractor trucks, motorhomes, motorcycles, boat, travel and utility trailers, vehicles posted for sale or any commercial vehicle pursuant to Section 3173(a) of the Downey Municipal Code. Furthermore, preferential permit parking holders are not guaranteed parking spaces on the 9040-9070 block of Raebert Street due to the limited on-street parking available on this street block.

Address	Support Proposal?			Printed Name	Signature	Date
	Yes	No	No Opinion			
9042 Raebert Street						
9043 Raebert Street						
9046 Raebert Street						
9051 Raebert Street						
9052 Raebert Street	✓			DOMINICK A FIORILLO LOUISE P. FIORILLO	<i>Dominick A Fiorillo</i> <i>Louise Fiorillo</i>	12/30/20 12/30/20
9057 Raebert Street						
9060 Raebert Street						
9063 Raebert Street						
9064 Raebert Street						
9068 Raebert Street						





**CITY OF DOWNEY**

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

**LOCATION MAP**

**PROPOSED PREFERENTIAL PARKING DISTRICT  
9040-9070 RAEBERT STREET  
VULTEE AVENUE TO CORRIIGAN AVENUE**



## RESOLUTION NO. 21-

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ESTABLISHING A RESIDENTIAL PREFERENTIAL PARKING DISTRICT ON THE NORTH AND SOUTH SIDES OF RAEBERT STREET BETWEEN VULTEE AVENUE AND CORRIGAN AVENUE

**WHEREAS**, the City Council adopted Ordinance No. 18-1402 on November 13, 2018 establishing a program for residential preferential parking districts; and

**WHEREAS**, Ordinance No. 18-1402 requires that certain criteria be met before a residential preferential parking district can be considered, such as a minimum on-street parking occupancy rate of 75%, the majority of the vehicles parked on-street within the boundaries of the proposed district, at the time of the parking survey, must be registered to owners who do not reside within the proposed district boundaries, and a petition is received from the owners of at least 75% of the dwelling units within the proposed district who are in support of the proposal; and

**WHEREAS**, after review of the application, the required criteria set forth in Downey Municipal Code Section 3199.6(c)(2) has been met as follows:

(i) *The proposed permitted parking district is at least three quarters, seventy-five percent (75%), single-family residential and includes whole blocks. For purposes of this section, "whole block" shall be defined as the entire portion of a street block from intersection to intersection. The proposed parking district shall also include both sides of a street, unless the City Traffic Engineer determines this to be impractical or undesirable. The proposed application meets this criteria because the 9040-9070 block of Raebert Street is 100% composed of single-family residential uses and includes the entire 9040-9070 block of Raebert Street.*

(ii) *Multi-family properties, if any, within the proposed district boundaries consist of duplexes, triplexes or fourplexes only. The proposed application meets this criteria because the proposed permitted parking district is composed of single-family homes and no multi-family properties exist within the proposed district boundaries;*

(iii) *At least seventy-five percent (75%) of the on-street parking spaces within the proposed district boundaries are occupied during the time of the requested parking prohibition or restriction. The proposed application meets this criteria based on a license plate survey conducted by the Police Department within the proposed preferential parking district area on May 24, 2019 and January 27, 2021 which resulted in 100% and 76%, respectively, of the parking spaces being occupied;*

(iv) *A minimum of fifty percent (50%) of the vehicle parking spaces within the proposed restricted or prohibited parking hours must be registered to nonresidents of the proposed district. For purposes of this section, "nonresident" shall be defined as an individual who resides outside of the district boundaries. The proposed application meets this criteria based on the license plate survey referenced in part (iii) which resulted with 80% and 52%, respectively, of parking spaces being occupied by non-residents;*

(v) *A determination by the City Traffic Engineer that the size and boundaries of the proposed district provides a self-contained area and would not result in shifting the parking problem to an adjacent area. The proposed application meets this criteria because the entire 9040-9070 block of Raebert Street will be included within the boundaries of the proposed district and that there appears to be sufficient on-site parking on the nearby offending residential properties, staff has determined that the size and boundaries of the proposed residential*

preferential parking district would reasonably constitute a self-contained area, and therefore, the establishment of said district within the aforementioned boundaries will be effective in terms of addressing the on-street overflow parking issue which exists at this location;

(vi) *The street block in question is a designated residential street. For purposes of this section, "residential street" shall be defined as any street located within an area zoned as residential which does not appear on the Circulation Plan contained within the Circulation chapter of the City's adopted General Plan.* The proposed application meets this criteria given that Raebert Street is a designated residential street.

(vii) *No alternative solution is practical or reasonable.* The proposed application meets this criteria because no other feasible measure will be equally effective in terms of providing on-street parking relief for the residents of the 9040-9070 block of Raebert Street.

(viii) *Such other criteria as the City Traffic Engineer determines necessary, including, but not limited to:*

(A) *The extent to which vehicles owned by residents of the area could be accommodated by off-street parking spaces.* The City Traffic Engineer found that the vehicles owned by residents of the 9040-9070 block of Raebert Street could reasonably be accommodated by off-street parking spaces; however, overflow parking from nearby uses within the area is creating a hardship for the residents who, as a result, are unable to provide parking for their guests and have difficulty entering and exiting their properties due to the congested on-street parking conditions.

(B) *The location and number of parking spaces available that would be displaced in the proposed permit parking district.* The City Traffic Engineer found that a total of approximately 20 vehicles would be displaced from the proposed permit parking district to other areas. Based on overall observations of on-site and off-site parking conditions in the area, it was concluded that the parking demand for the 20 displaced vehicles could reasonably be accommodated in nearby areas outside of the proposed permit parking district boundaries.

**WHEREAS**, this item was presented to the Public Works Committee on February 18, 2021, which resulted in their concurrence on the item; and

**WHEREAS**, the notice for the mandated public hearing associated with the establishment of the Residential Preferential Parking District was published in the Downey Patriot on \_\_\_\_\_ and the public hearing was subsequently held in the Council Chambers of the City Hall at 11111 Brookshire Avenue, Downey, California on \_\_\_\_\_ at 6:30pm.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** The City Council has carefully considered the on-street parking occupancy survey results and the petition circulated to the properties within the boundaries of the proposed residential preferential parking district and finds that the establishment of a residential preferential parking district meets the criteria in Downey Municipal Code Section 3199.6(c)(2) and is sufficiently supported by the facts and evidence presented with this application and during the hearing.

**SECTION 2.** The City Council of the City of Downey hereby adopts the findings set forth herein and approves the establishment of the proposed residential preferential parking district.

**SECTION 3.** At least 50% of residents eligible to apply for parking permits must apply for permits within 60 days of the passage of the establishing resolution in order for signs establishing parking restrictions or prohibitions with an exemption for permitted vehicles to be posted. Permits may then be purchased by residents residing within the proposed district at a cost of \$50 annually. If fewer than 50% of residents obtain permits, or if the number of permit holders falls below 50%, the City Council may repeal the residential preferential parking permit district during a public hearing noticed at least 10 days in advance.

**SECTION 4.** The preferential parking district may be terminated by resolution of the City Council through a noticed public hearing upon receipt and verification of a petitioned signed by a majority (50% plus one) of the property owners within an established district. Such determination shall be based upon a finding that the conditions set forth in the establishing resolution no longer exist or have diminished to such extent that the continuation of the district is unnecessary.

**SECTION 5.** The City Council hereby finds that the proposed preferential parking district is categorically exempt per the provisions of the California Environmental Quality Act under section 15301(C), Existing Facilities.

**SECTION 6.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
CLAUDIA M. FROMETA, Mayor

**ATTEST:**

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC, City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote, to wit:

AYES: Council Members:  
NOES: Council Members:  
ABSENT: Council Members:  
ABSTAIN: Council Members:

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC, City Clerk

8301 E. Florence Avenue  
Suite 100  
Downey, California 90240



**CITY OF DOWNEY  
Notice of Public Hearing**

**Establishment of Residential  
Preferential Parking District on  
Raebert Street**

NOTICE IS HEREBY GIVEN THAT THE City of Downey will be conducting a public hearing for the purpose of answering questions and accepting comments on the findings and recommendations of the city regarding the establishment of a preferential parking district on both sides of the 9040-9070 block of Raebert Street between Vultee Avenue and Corrigan Avenue in accordance with Section 22507(a) of the California Vehicle Code (CVC) and Ordinance No. 18-1402 adopted by the City Council of the City of Downey on November 13, 2018.

On-street parking conditions along the aforementioned portion of Raebert Street have become more impacted recently due to overflow parking from nearby uses, hence resulting in nuisances for the residents along the aforementioned limits of the street. Subsequently, a request for the establishment of a residential preferential parking district and parking prohibition between the hours of 2:00 AM and 6:00 AM was received from residents. An investigation by city staff was conducted and verified that the criteria as defined by City Ordinance No. 18-1402 have been met for the establishment of said residential preferential parking district and accompanying parking prohibition. In addition, a petition was received from the residents of the proposed preferential parking district on Raebert Street showing the necessary contact rate and level of support for the establishment of the district and parking prohibition. Staff has also verified that the boundaries of the proposed residential preferential parking district represent a reasonably self-contained area and that the district and parking prohibition will be effective in addressing the on-street overflow parking issue on Raebert Street.

Upon the conclusion of the public hearing and adoption of a resolution by the City Council establishing the proposed residential preferential parking district and accompanying parking prohibition and verification that a minimum of 50% of the residents apply for parking permits within 60 days of the passage of the resolution, signs establishing the residential preferential parking district and parking prohibition will be posted along the aforementioned portion of Raebert Street. Up to two residential permits and one guest permit per household may then be purchased by residents residing within the district. If fewer than 50% of residents obtain permits, or if the number of permit holders falls below 50%, however, the City Council may repeal the residential preferential parking district during a public hearing noticed at least 10 days in advance.

In addition, the preferential parking district may be terminated by resolution of the City Council through a noticed public hearing upon receipt and verification of a petition signed by a majority (50% plus one) of the property owners within the district. Such determination shall be based upon a finding that the conditions set forth in the establishing resolution no longer exist or have diminished to

such extent that the continuation of the district is unnecessary.

A public hearing of the City Council of the City of Downey to consider the establishment of a residential preferential parking district on both sides of the 9040-9070 block of Raebert Street between Vultee Avenue and Corrigan Avenue will be held at the City of Downey Council Chambers, located at 11111 Brookshire Avenue, Downey, CA 90241, on Tuesday, March 23, 2021 at 6:30 PM. All evidence and testimony for or against the establishment of said residential preferential parking district will be considered. All persons desiring to comment on, or having objections to, said residential preferential parking district may appear and be heard before the City Council of the City of Downey at the time and place of the hearing. Additionally, the City has created an email address, [ccpubliccomment@downeyca.org](mailto:ccpubliccomment@downeyca.org), where the public can submit public comment to be read into the record at a City Council meeting. For added convenience, the email address is also posted on the City Clerk's and video streaming webpages.

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, and the County of Los Angeles Department of Public Health Order of the Health Officer Revised Order Issued May 26, 2020 as a response to mitigating the spread of Coronavirus known as COVID-19 and providing direction for moving the County through Stage 2 of California's Pandemic Resilience Roadmap, the Regular City Council Meeting scheduled for Tuesday March 23, 2021 at 6:30 p.m. will allow members of the public to participate and address the City Council during the open session of the meeting via teleconference as well as a limited number of in-person attendees within the City Hall Council Chambers on a first come, first serve basis.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, contact the City Clerk's Department at 562-904-7280 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility. The City of Downey does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Questions, concerns, complaints or requests for additional information regarding the Americans with Disabilities Act may be forwarded to the City's ADA/Section 504 Coordinator at 11111 Brookshire Avenue, Downey, CA 90241, [ADACoordinator@downeyca.org](mailto:ADACoordinator@downeyca.org), Phone: 562-299-6619, Fax: 562-923-6388, and California Relay 711.

If you challenge the proposed actions in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Should you have any questions, please contact the City of Downey Engineering Division at (562) 904-7110.

The Downey Patriot  
3/11/21

ATTACHMENT D

**CITY OF DOWNEY  
CITY CLERK  
ALICIA DUARTE  
11111 BROOKSHIRE AVENUE  
DOWNEY, CA 90241**

**COPY OF NOTICE**

Notice Type: **CITY OF DOWNEY - CITY CLERK  
- CITY OF DOWNEY - NOTICE OF PUBLIC  
HEARING - ESTABLISHMENT OF RESIDENTIAL  
PREFENTIAL PARKING DISTRICT ON RAEBERT  
STREET**

Purchase Number: N/A

To the right is a copy of the notice you sent to us for publication in THE DOWNEY PATRIOT. Please read this notice carefully and call with any corrections. The Proof of Publication will be mailed to you after the last date below. Publication date(s) for this notice are:

3/11/21

The charge for this order is as follows. An invoice will be sent to you after the last date of publication.

Publication Fee **\$659.60 each**  
Total Amount: **\$659.60**

CORRECTIONS ARE DUE BACK WEDNESDAY BY 11:00 AM PRIOR TO THE FIRST DATE OF PUBLICATION.

Approved By: 

Date: 03-10-2021



March 10, 2021

**Notice of Public Hearing**

**Establishment of Residential Preferential Parking District on  
Raebert Street**

NOTICE IS HEREBY GIVEN THAT THE City of Downey will be conducting a public hearing for the purpose of answering questions and accepting comments on the findings and recommendations of the city regarding the establishment of a preferential parking district on both sides of the 9040-9070 block of Raebert Street between Vultee Avenue and Corrigan Avenue in accordance with Section 22507(a) of the California Vehicle Code (CVC) and Ordinance No. 18-1402 adopted by the City Council of the City of Downey on November 13, 2018.

On-street parking conditions along the aforementioned portion of Raebert Street have become more impacted recently due to overflow parking from nearby uses, hence resulting in nuisances for the residents along the aforementioned limits of the street. Subsequently, a request for the establishment of a residential preferential parking district and parking prohibition between the hours of 2:00 AM and 6:00 AM was received from residents. An investigation by city staff was conducted and verified that the criteria as defined by City Ordinance No. 18-1402 have been met for the establishment of said residential preferential parking district and accompanying parking prohibition. In addition, a petition was received from the residents of the proposed preferential parking district on Raebert Street showing the necessary contact rate and level of support for the establishment of the district and parking prohibition. Staff has also verified that the boundaries of the proposed residential preferential parking district represent a reasonably self-contained area and that the district and parking prohibition will be effective in addressing the on-street overflow parking issue on Raebert Street.

Upon the conclusion of the public hearing and adoption of a resolution by the City Council establishing the proposed residential preferential parking district and accompanying parking prohibition and verification that a minimum of 50% of the residents apply for parking permits within 60 days of the passage of the resolution, signs establishing the residential preferential parking district and parking prohibition will be posted along the aforementioned portion of Raebert Street. Up to two residential permits and one guest permit per household may then be purchased by residents residing within the district. If fewer than 50% of residents obtain permits, or if the number of permit holders falls below 50%, however, the City Council may repeal the residential preferential parking district during a public hearing noticed at least 10 days in advance.

---

***Future Unlimited***

---

CIVIC CENTER  
11111 BROOKSHIRE AVE.  
PO BOX 7016  
DOWNEY, CALIFORNIA  
90241-7016  
562-869-7331  
[www.downeyca.org](http://www.downeyca.org)

LIBRARY  
11121 BROOKSHIRE AVE.  
DOWNEY, CALIFORNIA  
90241-7016  
562-904-7360  
[www.downeylibrary.org](http://www.downeylibrary.org)

POLICE DEPARTMENT  
10911 BROOKSHIRE AVE.  
PO BOX 7016  
DOWNEY, CALIFORNIA  
90241-7016  
562-861-0771

PARKS & RECREATION  
7850 QUILL DR.  
DOWNEY, CALIFORNIA  
90242  
562-904-7238

UTILITIES DIVISION  
9252 STEWART & GRAY RD.  
DOWNEY, CALIFORNIA  
90241-7016  
562-904-7202

MAINTENANCE SERVICES  
12324 BELLFLOWER BLVD.  
DOWNEY, CALIFORNIA  
90242  
562-904-7194

## **Notice of Public Hearing**

Establishment of Residential Preferential Parking District on Raebert Street

March 23, 2021

Page 2

In addition, the preferential parking district may be terminated by resolution of the City Council through a noticed public hearing upon receipt and verification of a petition signed by a majority (50% plus one) of the property owners within the district. Such determination shall be based upon a finding that the conditions set forth in the establishing resolution no longer exist or have diminished to such extent that the continuation of the district is unnecessary.

A public hearing of the City Council of the City of Downey to consider the establishment of a residential preferential parking district on both sides of the 9040-9070 block of Raebert Street between Vultee Avenue and Corrigan Avenue will be held at the City of Downey Council Chambers, located at 11111 Brookshire Avenue, Downey, CA 90241, on Tuesday, March 23, 2021 at 6:30 PM. All evidence and testimony for or against the establishment of said residential preferential parking district will be considered. All persons desiring to comment on, or having objections to, said residential preferential parking district may appear and be heard before the City Council of the City of Downey at the time and place of the hearing.

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, and the County of Los Angeles Department of Public Health Order of the Health Officer Revised Order Issued May 26, 2020 as a response to mitigating the spread of Coronavirus known as COVID-19 and providing direction for moving the County through Stage 2 of California's Pandemic Resilience Roadmap, the Regular City Council Meeting scheduled for Tuesday March 23, 2021 at 6:30 p.m. will allow members of the public to participate and address the City Council during the open session of the meeting via teleconference as well as a limited number of in-person attendees within the City Hall Council Chambers on a first come, first serve basis.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, contact the City Clerk's Department at 562-904-7280 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility. The City of Downey does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Questions, concerns, complaints or requests for additional information regarding the Americans with Disabilities Act may be forwarded to the City's ADA/Section 504 Coordinator at 11111 Brookshire Avenue, Downey, CA 90241, ADACoordinator@downeyca.org, Phone: 562-299-6619, Fax: 562-923-6388, and California Relay 711.

If you challenge the proposed actions in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Should you have any questions, please contact the City of Downey Engineering Division at (562) 904-7110.

**MINUTES OF THE  
CITY COUNCIL OF THE CITY OF DOWNEY  
SPECIAL MEETING  
MARCH 9, 2021**

The City Council of the City of Downey held a Special City Council Meeting on March 9, 2021, at 5:31 p.m., in the Council Chamber of the Downey City Hall, 11111 Brookshire Avenue, Downey, California, with Mayor Frometa presiding.

**PRESENT:** Council Members:

Claudia M. Frometa	Mayor	
Blanca Pacheco	Mayor Pro Tem	
Catherine Alvarez	Council Member	(teleconference)
Sean Ashton	Council Member	(teleconference)
Mario Trujillo	Council Member	

**ALSO PRESENT:** Gilbert Livas, City Manager  
John Oskoui, Assistant City Manager  
Yvette M. Abich Garcia, City Attorney  
Aldo E. Schindler, Community Development Director  
James McQueen, Human Resources Director  
Alicia Duarte, CMC, City Clerk

**PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**

Mayor Frometa asked City Clerk Duarte if any written comments were received regarding Closed Session Items. Mayor Frometa asked City Clerk Duarte if there was anyone on the teleconference line who would like to comment regarding Closed Session Items.

**RECESS/RECONVENE**

Mayor Frometa recessed the Special City Council meeting at 5:33 p.m. Mayor Frometa reconvened the Special City Council meeting at 5:36 p.m. with all Council Members present.

**PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS (continued)**

Lee Squire, resident, submitted written comments regarding Item No. 1, inquired if copies of lawsuits are provided to the City Council and requested a copy of the lawsuit for Fernando Garcia v. City of Downey and Bonnie Kessner and Andrea McCartney-Page vs. City of Santa Clara, et. al.

Having no one else, Mayor Frometa closed public comment.

**RECESSED TO CLOSED SESSION**

Mayor Frometa announced the City Council is recessing to Closed Session at 5:38 p.m. to discuss matters under the authority of the following sections of the Government Code:

1. Government Code Section 54956.9(d)(1) – Pending Litigation – Fernando Garcia v. City of Downey, Los Angeles Superior Court Case No. BC713683.
2. Government Code Section 54956.9(d)(4) – Initiation of Litigation: One (1) potential case.

## **RECONVENED SPECIAL CITY COUNCIL MEETING**

Mayor Frometa reconvened the Special City Council meeting at 6:37 p.m. with all Council Members present.

City Attorney Abich Garcia reported the closed session report as follows: In regards to Item No. 1, the City Council received a status report from its legal counsel; in regards to Item No. 2, there was no reportable action was taken.

## **ADJOURNMENT**

Mayor Frometa adjourned the Special City Council meeting at 6:40 p.m.

---

MARIA ALICIA DUARTE, CMC  
City Clerk

---

CLAUDIA M. FROMETA  
Mayor



**MINUTES OF THE  
CITY COUNCIL OF THE CITY OF DOWNEY  
REGULAR MEETING  
NOVEMBER 10, 2020**

The City Council of the City of Downey held a Regular City Council Meeting on November 10, 2020, at 6:45 p.m., in the Council Chamber of the Downey City Hall, 11111 Brookshire Avenue, Downey, California, with Mayor Pacheco presiding.

**PRESENT:** Council Members:

Blanca Pacheco	Mayor	
Claudia M. Frometa	Mayor Pro Tem	
Sean Ashton	Council Member	(teleconference)
Rick Rodriguez	Council Member	
Alex Saab	Council Member	

**ALSO PRESENT:** Gilbert Livas, City Manager  
John Oskoui, Assistant City Manager  
Yvette M. Abich Garcia, City Attorney  
Vaniah De Rojas, Assistant to the City Manager  
Dean Milligan, Chief of Police  
Mark Gillaspie, Fire Chief  
Aldo E. Schindler, Community Development Director  
Anil Gandhi, Finance Director  
Delfino Consunji, Public Works Director  
James McQueen, Human Resources Director  
Jason Chacon, Recreation Manager  
Alicia Duarte, CMC, City Clerk

The Invocation was delivered by Greg Welch, Downey Police Department Chaplain. The Pledge of Allegiance was led by Michael Calvert, Director, Downey Chamber of Commerce.

**PRESENTATIONS**

1. Mayor Pacheco with assistance from Pam Chambers presented a Certificate of Recognition to Jolene Greystone Araiza.
2. Update regarding COVID-19 by City of Downey Emergency Manager Rakdy Khlok.

**CITY COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETING REPORTS**

Council Member Saab welcomed members of the public participating in the meeting. He acknowledged Michael Calvert and Nolveris Frometa in the audience. He thanked all Veterans, past and present, for their service and reminded the audience that City Hall will be closed in recognition of Veteran's Day on November 11, 2020. He stated the Old River School Rd. Street Rehabilitation Project is scheduled to begin Monday, November 16, 2020 and will continue through March 2021. He reported participating in the virtual Christmas Parade. He wished the audience a happy and safe Thanksgiving.

Mayor Pro Tem Frometa welcomed members of the public participating in the meeting. She congratulated Mayor Pacheco on winning the election. She acknowledged Michael Calvert and Nolveris Frometa in the audience. She requested staff address illegal dumping of bulky items and asked staff to work with CalMet to provide free bulky item pick up for residents in apartment buildings. She stated COVID-19 cases continue to rise and she encouraged the audience to continue to follow safe health practices and refrain from participating in large gatherings. She reported attending the Neighborhood

Watch meeting at Apollo Park. She requested staff address transient and illegal activities at Apollo Park. She stated Air Bed and Breakfast rentals are not allowed in the City and she encouraged the community to contact the City Council to report Air Bed and Breakfast rentals. She wished everyone a Happy Thanksgiving.

Council Member Ashton welcomed members of the public participating in the meeting. He congratulated Mayor Pacheco and the two incoming Council Members for their win in the November General Municipal Election. He stated he is looking forward to working together.

Council Member Rodriguez welcomed members of the public participating in the meeting. He congratulated Hector Sosa on his installation as the new President of Gangs Out of Downey. He stated Gangs Out of Downey is a non-profit organization that works with the Downey Unified School District and Downey Police Department to reduce and eliminate gangs in Downey. He stated the Clergy Council was created at his request and reported attending the Clergy Council meeting. He stated the Clergy Council agreed to work in collaboration with Gangs Out of Downey and Operation Jumpstart to mentor Downey children to ensure their pathway to college, trade school or the military. He reported participating in the virtual Christmas Parade and he thanked Michael Calvert for coordinating the successful event.

Mayor Pacheco welcomed members of the public participating in the meeting. She reminded the audience to continue following safe health practices. She reported attending the Candy Crawl event, Drive in Movie Night at Downey Adult School and the virtual Christmas Parade. She thanked Downey voters for reelecting her to the City Council to continue to serve the community. She acknowledged all the Veterans in the audience and thanked them for their service.

## **PUBLIC HEARING**

### **1. ADOPTED MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE LAKEWOOD BLVD. AT FLORENCE AVE. INTERSECTION IMPROVEMENTS (CAPITAL IMPROVEMENT PROJECT NO. 19-07): Public Works.**

#### **ADOPTED RESOLUTION NO. 20-7972, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE LAKEWOOD BOULEVARD AT FLORENCE AVENUE INTERSECTION IMPROVEMENT PROJECT IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Mayor Pacheco opened the Public Hearing at 7:21 p.m. City Clerk Duarte affirmed receipt of the Proof of Publication. It was moved by Council Member Saab, seconded by Council Member Rodriguez, and so ordered by the Mayor to receive and file. City Clerk Duarte reported no correspondence was received.

Public Works Director Delfino Consunji presented the staff report for this item. He provided a brief background of the Los Angeles County Metropolitan Transportation Authority Board of Directors' Measure R Grant. The grant will fund the environmental study, design engineering, right-of-way acquisition, utility relocation, construction and engineering phases for the Lakewood Blvd. at Florence Ave. Intersection Improvement Project. The City has determined the proposed capacity enhancements and infrastructure improvements at the intersection to be beneficial to the City due to the need to accommodate the projected 26% growth in traffic volume by the year 2035. He stated the improvements would provide dual left turn lanes in the north and southbound directions, add a dedicated right turn lane in the westbound direction, add concrete pavement for all approaching and departure lanes, decorative concrete crosswalks, comply with all Americans with Disabilities Act requirements, relocate conflicting utilities, modify traffic signals, striping and signage modifications to accommodate the intersection widening. He stated the total estimated cost of the project is \$4,925,000 and it is fully funded by the Metropolitan Transportation Authority's I-605 Freeway Corridor Hot Spots

Congestion Relief Study Grant. He stated the environmental analysis was conducted in accordance with Sections 15070-15075 of the California Environmental Quality Act. The Initial Study evaluated several environmental categories such as: aesthetics, air quality, biological and cultural resources, greenhouse gas emissions, geology and soils, hazards/hazardous materials, hydrology/water quality, noise, transportation and others. It was concluded, based on the Initial Study, that the project will have a less than significant impact on each of the categories. The Notice of Intent to adopt a Mitigated Negative Declaration was prepared in accordance with Section 21092 of the Public Resources Code and sent to the Governor's Office of Planning and Research, State Clearinghouse and other applicable organizations. He stated a Mitigation Monitoring and Reporting Program was prepared and will be implemented during the construction phase to avoid any significant environmental impacts. He stated the 30-day comment period ended September 11, 2020 and letters were received from the City of Norwalk, Caltrans and the Metropolitan Transportation Authority, neither of the letters received contained any significant comments. He concluded the presentation with staff's recommendation to the City Council to adopt a Resolution adopting the Mitigation Negative Declaration and Mitigation Monitoring and Reporting Program for the Lakewood Blvd. at Florence Ave. Intersection Improvements.

Council Member Rodriguez asked if the intersection will have diagonal crosswalks. City Manager Livas stated the diagonal crosswalks are recommended for intersections with heavy congestion and the intersection does not meet that requirement.

Council Member Saab asked if decorative sidewalks and corners will be including in the project. City Manager Livas stated the project does include decorative concrete crosswalks and pavers. Director Consunji confirmed the decorative crosswalks will be on the approaches of the existing sidewalks and the sidewalks will not be replaced due to funding constraints. Director Consunji stated staff is currently working with South Bay Cities Council of Governments on the Florence Ave. Complete Street Concept and once the concept is completed the City will apply for grants to implement decorative sidewalks.

Mayor Pacheco, at 7:47 p.m., opened this item for public comment. Mayor Pacheco asked if there was anyone present who would like to comment on the Public Hearing Item. Mayor Pacheco asked City Clerk Duarte if there were any written comments received regarding the Public Hearing item. Mayor Pacheco asked City Clerk Duarte if there was anyone on the teleconference line who would like to comment regarding the Public Hearing item.

Armando Herman, resident, commented regarding project aesthetics, inclusion of bike lanes and compliance with the Americans with Disabilities Act.

Mike Greenspan, non-resident, commented regarding landscaping, project timeline and funding sources.

Brian Heyman, resident, commented in support of the project. He stated his concerns regarding how the construction will impact traffic congestion at the intersection and if staff has identified preventative measures to control the flow of traffic. He stated the need to identify and correct potential trip and fall hazards on sidewalks and complete the maintenance during the project.

City Manager Livas stated the City has spent more funding on sidewalk and street repairs in the last five years than the City has in the previous 15 years combined. The issue of insufficient funding to maintain and repair streets and sidewalks is not isolated to Downey rather it is a nationwide. He explained the city wide sidewalk repair rotation process. He stated staff has done an excellent job in acquiring grant funding and the challenge is balancing funding earmarked for pavement improvements while complying with the Americans with Disability Act requirements.

Director Consunji stated every year the City spends between four to five hundred thousand dollars in Americans with Disability Act improvements apart from the repairs conducted in Capital Improvement Projects. He added the State does not have any funding specific to Americans with Disability Act improvements.

City Manager Livas stated staff has actively applied for grants and the information is provided in the City's Annual Report. He said staff will continue to work with consultants to identify grants earmarked for street and sidewalk repairs.

Having no one else come forward, Mayor Pacheco closed the Public Hearing at 8:02 p.m.

It was moved by Council Member Saab, seconded by Mayor Pro Tem Frometa, and carried 5-0, to adopt a Resolution of the City Council of the City of Downey adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Lakewood Boulevard at Florence Avenue Intersection Improvement Project in accordance with the requirements of the California Environmental Quality Act.

## **NON-AGENDA PUBLIC COMMENT**

Mayor Pacheco asked if there was anyone present who would like to comment on Non-Agenda items. Mayor Pacheco asked City Clerk Duarte if any written comments were received on Non-Agenda items. Mayor Pacheco asked City Clerk Duarte if there was anyone on the teleconference line who would like to comment on Non-Agenda items.

Armando Herman, resident, commented regarding political officials, increase in COVID-19 cases, trash on sidewalks and in streets, and tenant protection from evictions.

Lee Squire, resident, commented regarding an in person Veteran's Day Ceremony; the placing of a ribbon on Ricky Galvez's plaque in honor of the U.S. Marine Corps Birthday; and, he read a letter from Edith Burke a Holocaust survivor and the poem "It Is A Soldier".

Mike Greenspan, non-resident, congratulated Council Member Ashton on his appointment as President of the Independent Cities Association. He commented regarding political officials.

Brian Heyman, resident, commented regarding the U.S. Marine Corps 245<sup>th</sup> Birthday. He stated with Veteran's Day approaching on Veteran's Day in 1968 the City dedicated a Veteran's Memorial Sundial in the Downey Theatre Plaza with the names of the 23 young men who had died in Vietnam. He stated he learned of the plan to relocate the sundial and a rededication ceremony. He commented regarding improving the technology for City hosted virtual meetings and additional venues for City Council Meetings. He thanked Council Member Rodriguez for his service to the City of Downey.

Damaris Pelayo, resident, commented regarding the illegal activities of the patrons at the Hully Gully Dance & Night Club, the surrounding community and COVID-19 compliance.

Brian Medina, non-resident, commented regarding the Los Angeles' soil needs assessment, climate change, asked the City Council and residents to complete the Tree People's online survey.

Wayne Spindler, non-resident, commented regarding political officials; and, honoring all Veterans.

Michael Ray, resident, commented regarding public nuisance at the Hully Gully Dance & Night Club and the devaluation of properties in the surrounding neighborhood.

Mayor Pacheco asked for an update regarding the Hully Gully Dance & Night Club. City Manager Livas confirmed Code Enforcement and the Police Department have been actively working to address residents' concerns and staff will provide an update regarding the various issues with the business.

George Hofstetter, non-resident, commented regarding easing restrictions pertaining to property sales only being conducted virtually and allow for in person sales during the pandemic.

Having no one else, Mayor Pacheco closed Non-Agenda public comment.

## CONSENT CALENDAR

Mayor Pacheco asked if there was anyone present who would like to comment on Consent Calendar items. Mayor Pacheco asked City Clerk Duarte if there were any written comments received regarding Consent Calendar items. Mayor Pacheco asked City Clerk Duarte if there was anyone on the teleconference line who would like to comment on Consent Calendar items.

Armando Herman, resident, commented regarding Item No. 9 and requested to view the Police records proposed for destruction; and, commented regarding Item No. 6.

Mike Greenspan, non-resident, congratulated Mayor Pacheco on her reelection to the City Council. He commented regarding Item Nos. 6, 7, 8 and 9.

Lee Squire, resident, congratulated Mayor Pacheco on her reelection to the City Council. He commented regarding Item No. 10.

Having no one else, Mayor Pacheco closed public comment.

Council Member Saab stated he noticed that although the Paramount Blvd. construction project was completed the contractor's marking on the asphalt and concrete have not been removed. City Manager Livas stated the contractors use a special paint which is supposed to fade over time or wash away with the rain and staff would ensure the markings are being removed.

Council Member Saab abstained from Item No. 6, due to the close proximity to his place of business.

Mayor Pacheco abstained from Item No. 4, due to the close proximity to her place of business.

City Clerk Duarte stated in regards to Item No. 9, there is an amendment to the Resolution attached to the Staff Report. The amendment is under Section 1, the Police Department will add the language: the department shall ensure that the City Clerk's Office has responded to any California Public Records Request for the subject records which were received before the adoption of this resolution prior to destroying the subject records.

City Attorney Abich Garcia stated with regards to Item No. 9, the addition of the language to the Resolution will allow the City Council to take action on the item subject to staff clearing any Public Records Requests.

It was moved by Council Member Saab, seconded by Mayor Pro Tem Frometa and carried 5-0, to approve the Consent Calendar with Council Member Saab abstaining from Item No. 6; and, Mayor Pacheco abstaining from Item No. 4.

2. **WARRANTS ISSUED:** Warrant Nos. 347297 – 347641; EFT Nos. 10219 – 10246; Payroll Wire Nos. 30004045 – 30004048; Manual Wire Nos. 2065 – 2072, the total amount of \$2,965,973.46: Finance.
3. **APPROVED A PROFESSIONAL SERVICES AGREEMENT WITH KABBARA ENGINEERING IN THE AMOUNT OF \$130,066 FOR ENGINEERING DESIGN SERVICES FOR THE FY 2020/2021 RESIDENTIAL STREETS PAVEMENT REHABILITATION PROJECT; AUTHORIZED THE MAYOR TO EXECUTE AGREEMENT; AND, AUTHORIZED THE CITY MANAGER TO EXECUTE ANY AND ALL AMENDMENTS (CAPITAL IMPROVEMENT PROJECT NO. 21-03):** Public Works.

4. **ACCEPTED WORK FOR THE ART PLAZA AT THE SOUTHWEST CORNER OF DOWNEY AVE. AND 2<sup>ND</sup> ST.; APPROVED FINAL CONSTRUCTION CONTRACT AMOUNT OF \$50,189.50; AND, AUTHORIZED THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO FILE NOTICE OF COMPLETION (CAPITAL IMPROVEMENT PROJECT NO. 21-10):** Public Works.
5. **APPROVED RESOLUTION AUTHORIZING INFORMAL BIDDING OF WILDERNESS PARK SEWER IMPROVEMENTS (CAPITAL IMPROVEMENT PROJECT NO. 21-16):** Public Works.
  - 1) **ADOPTED RESOLUTION NO. 20-7973, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY AUTHORIZING INFORMAL BIDDING OF WILDERNESS PARK SEWER IMPROVEMENTS, CIP NO. 21-16; AND,**
  - 2) **APPROVED PLANS AND SPECIFICATIONS AND AUTHORIZED IMPLEMENTATION OF WILDERNESS PARK SEWER IMPROVEMENTS; AUTHORIZED THE CITY MANAGER TO EXECUTE CONTRACT AGREEMENTS; AND, AUTHORIZED THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO EXECUTE ANY CHANGE ORDERS OR ADDITIONAL SCOPE OF WORK FOR THIS PROJECT DEEMED NECESSARY OR DESIRABLE UP TO THE APPROVED PROJECT BUDGET.**
6. **ACCEPTED WORK FOR PARAMOUNT BLVD. MEDIAN LANDSCAPE IMPROVEMENTS; APPROVED FINAL CONSTRUCTION CONTRACT AMOUNT OF \$267,837.89; AND, AUTHORIZED THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO FILE NOTICE OF COMPLETION (CAPITAL IMPROVEMENT PROJECT NO. 20-24):** Public Works.
7. **APPROVED A PROFESSIONAL SERVICES AGREEMENT WITH J316 BUILDER, INC. IN THE AMOUNT OF \$345,463.92 ANNUALLY FOR CITYWIDE JANITORIAL SERVICES AT CITY-OWNED BUILDINGS AND FACILITIES; AUTHORIZED THE MAYOR TO EXECUTE THE AGREEMENT; AND, AUTHORIZED THE CITY MANAGER TO EXECUTE ANY AND ALL AMENDMENTS:** Public Works.
8. **APPROVED A PURCHASE AGREEMENT WITH SKC COMPANY AND MASTER LEASE AGREEMENT WITH COMMUNITY LEASING FOR THE PURCHASE OF A FIRE TRAINING MODULAR BUILDING TO BE LOCATED AT THE FIRE DEPARTMENT DRILL TOWER:** Fire.

**ADOPTED RESOLUTION NO. 20-7974, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING A MASTER EQUIPMENT LEASE PURCHASE AGREEMENT AND SCHEDULE OF EQUIPMENT NO. 1 WITH COMMUNITY FIRST NATIONAL BANK IN CONNECTION WITH THE ACQUISITION OF A FIRE TRAINING MODULAR BUILDING**

9. **ADOPTED RESOLUTION NO. 20-7975, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE DESTRUCTION OF CERTAIN OBSOLETE RECORDS OF THE POLICE DEPARTMENT:** Police.
10. **ADOPTED AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY AUTHORIZING THE ISSUANCE AND SALE OF ITS TAXABLE PENSION OBLIGATION BONDS, SERIES 2021:** Finance.

**ADOPTED ORDINANCE NO. 20-1455, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY AUTHORIZING THE ISSUANCE AND SALE OF ITS TAXABLE PENSION OBLIGATION BONDS, SERIES 2021, IN AN AGGREGATE AMOUNT NOT TO EXCEED \$150,000,000, TO REFUND A PORTION OF THE CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL TRUST AGREEMENT, A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE**

**AND THE PREPARATION OF AN OFFICIAL STATEMENT AND OTHER MATTERS  
RELATED THERETO**

**ADMINISTRATIVE REPORTS:** None.

**STAFF MEMBER COMMENTS**

City Manager Livas stated tonight the City Council received an update on COVID-19 and as a result of the increase of COVID-19 cases staff has altered methods to conduct daily operations including providing information to residents and engaging the community. He stated he appreciates all the hard work and efforts staff has and will continue to do throughout the pandemic to ensure Downey residents are cared for.

Mayor Pacheco thanked the Directors and staff for their efforts to ensure the community is engaged, informed and safe.

**ADJOURNMENT**

Mayor Pacheco adjourned the Regular City Council meeting at 8:33 p.m. in memory of Lemuel Bruce, Arson Division, Houston Fire Department, killed in the line of duty; Sgt. Harold Preston, Houston Police Department, killed in the line of duty; Denise Juarez, longtime Downey resident and former President of the Downey Sister Cities; and, the lives lost due to Covid-19.

---

MARIA ALICIA DUARTE, CMC  
City Clerk

---

CLAUDIA M. FROMETA  
Mayor

**MINUTES OF THE  
CITY COUNCIL OF THE CITY OF DOWNEY  
REGULAR MEETING  
FEBRUARY 9, 2021**

The City Council of the City of Downey held a Regular City Council Meeting on February 9, 2021, at 6:38 p.m., in the Council Chamber of the Downey City Hall, 11111 Brookshire Avenue, Downey, California, Mayor Frometa presiding.

**PRESENT:**

Council Members:

Claudia M. Frometa	Mayor	
Blanca Pacheco	Mayor Pro Tem	
Catherine Alvarez	Council Member	(teleconference)
Sean Ashton	Council Member	(teleconference)
Mario Trujillo	Council Member	

**ALSO PRESENT:**

Gilbert Livas, City Manager  
John Oskoui, Assistant City Manager  
Yvette M. Abich Garcia, City Attorney  
Vaniah De Rojas, Assistant to the City Manager  
Dean Milligan, Chief of Police  
Aldo E. Schindler, Community Development Director  
Alicia Duarte, CMC, City Clerk

The Invocation was delivered by Pastor Alex Vargas, New Season LA - Downey. The Pledge of Allegiance was led by Council Member Trujillo.

**PRESENTATIONS**

1. Mayor Frometa presented the Mayor's Legacy Award to Julie Garcia.
2. Mayor Frometa presented the Mayor's Champion Award to Timothy and Alicia Taylor.

**CITY COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETING REPORTS**

Council Member Trujillo welcomed members of the public participating in the virtual meeting. He commented regarding the effects of COVID-19 on the community and the mental health of Veterans. He requested the Veteran's Subcommittee meet to consider creating a Veteran's Consortium, similar to the Clergy Council, to bring the groups together to assess and discuss Veteran's needs and available resources. He would like to discuss displaying Veteran memorial pieces; and, continue to honor and engage the Veteran community. He thanked Lee Squire for reminding him of this issue. He also requested staff discuss the Concerts in the Park series.

Mayor Pro Tem Pacheco welcomed members of the public participating in the virtual meeting. She reported participating in St. Raymond Catholic School's virtual Career Day event. She reported attending the League of California Cities Annual Conference and welcomed newly elected officials to the Los Angeles Division. She announced the upcoming Healthy Downey 5K for TLC virtual event. She encouraged the public to visit the TLC's website to register for the event and for additional information regarding their services. She stated TLC is part of the Downey Unified School District and provides health, counseling and homeless services to families.



Council Member Ashton welcomed members of the public participating in the virtual meeting. He requested staff research opportunities to provide temporary housing for the homeless by utilizing pallet shelters similar to Redondo Beach's Program or the County's Project Room Key. He requested staff provide a temporary extension for items being brought before the Planning Commission for consideration due to COVID-19. He encouraged members of the public to continue to wear masks, follow social distancing protocols and welcome the opportunity to receive the COVID-19 vaccine.

Council Member Alvarez welcomed members of the public participating in the virtual meeting. She stated residents have expressed their concerns to her regarding the COVID-19 virus, vaccine availability, and the impact the virus has had on their lives. She requested no time limit on public comments for tonight's meeting.

Mayor Frometa welcomed members of the public participating in the virtual meeting. She reported attending the League of California Cities Annual Conference. She stated one of the sessions she attended was to discuss the impact of COVID-19 on municipalities and how municipalities are navigating through the pandemic. She reported attending Leaders in the Fight against Human Trafficking. She thanked Assistant to the City Manager Vaniah De Rojas, Management Analyst Juddy Montenegro and the Youth Commission for creating the Bennett Campaign video. She commented on the various issues the City continues to address such as trash, illegal dumping, financial and health issues affecting residents during the pandemic, Veterans, mental health issues; and, identifying financial resources offered by the Federal Government. She thanked Chief Milligan for the Police Department's decisive actions regarding street racing and speeding.

**PUBLIC HEARINGS:** None.

#### **NON-AGENDA PUBLIC COMMENT**

Mayor Frometa asked City Clerk Duarte if any written public comments were received regarding Non-Agenda items. Mayor Frometa asked City Clerk Duarte if there was anyone on the teleconference line who would like to comment regarding Non-Agenda items.

Jeff Bell, resident, submitted written comments regarding enforcement of illegal parking on lawns and trash cans left in the street.

Jonathan Hawes, non-resident, submitted written comments regarding use of El Monte's Promise Foundation Scholarship Fund and public officials.

Lee Squire, resident, submitted written comments requesting recognition for CurtisCARE Child Development and Clinical Service Programs.

Wayne Spindler, non-resident, commented regarding public officials and protection of the First Amendment.

Adrian Alvarez, non-resident, commented regarding campaign contributions, public officials, Downey being a business friendly city, economic inequality and the how the City disseminates information to the community regarding City programs and services.

David Bowers, resident, commented regarding upholding the Constitution of the United States and public officials.

Barbaro Rodriguez, resident commented regarding Fourth Amendment protections, freedom of expression, City programs and grants to assist small businesses, and exorbitant salaries and expenditures to install and maintain new art pieces.

Joey Martinez, resident, commented regarding the reopening of outdoor dining and City Hall to allow for in person public participation, the First Amendment, and public officials.

Ronald Kolar, resident, commented regarding public participation in community organizations, and facade improvements. He praised the Council for tolerating certain language used during the public comment periods of the City Council meetings.

Veronica Del Cid, resident, congratulated Council Member Alvarez for her continued work on behalf of Downey residents and extended her support. She commented regarding the need for change and encouraged residents to express their opinions to the City Council.

Maria Arango, resident, commented regarding public safety, street and alley lighting on Comolette St. between Downey Ave. and Paramount Blvd., and financial assistance for homeowners and tenants to pay mortgages and rent.

Alexandra, resident, commented regarding public officials and practicing safety protocols during City Council meetings.

Having no one else, Mayor Frometa closed Non-Agenda public comment.

Mayor Frometa stated the City of Downey, through the C.A.R.E.S. Act, has allocated \$950,000 for the Downey Emergency Rental Assistance Program and received a total of 923 applications. She stated the information regarding the Rental Assistance Program was disseminated through various methods including social media platforms. She also reiterated that the City has a COVID-19 Small Business Assistance Program and 34 applicants have benefited from the program.

## **CONSENT CALENDAR**

Mayor Frometa asked City Clerk Duarte if there were any written comments received regarding Consent Calendar items. Mayor Frometa asked City Clerk Duarte if there was anyone on the teleconference line who would like to comment regarding Consent Calendar items.

Armando Herman, non-resident, commented regarding Item Nos. 1 through 7, Minutes of the Special Meeting of June 2, 2020 and Regular Meeting of January 12, 2021.

Rodolfo Cortes Barragan, non-resident, commented regarding Item No. 4, Downey's water quality and in support of hiring additional staff to ensure the City's water continues to remain healthy and safe. He asked that the City make information available to the community regarding the quality of Downey's water.

Joseph Bartolo, resident, commented regarding the Water Systems Operator I position.

Having no one else, Mayor Frometa closed public comment.

City Clerk Duarte announced corrections to the title of Item No. 1 as: Regular Meeting Minutes of January 12, 2021 and Special Meeting Minutes of June 2, 2020.

Council Member Ashton pulled Item No. 7 for separate discussion.

Council Member Alvarez abstained from Item No. 1, Special City Council Meeting Minutes of June 2, 2020, as she was not a Council Member at that time; and, Regular City Council Meeting Minutes of January 12, 2021, as she was absent.

Council Member Trujillo abstained from Item No. 1, Special City Council Meeting Minutes of June 2, 2020, as he was not a Council Member at that time.

It was moved by Mayor Pro Tem Pacheco, seconded by Mayor Frometa and carried 5-0 to approve the remainder of the Consent Calendar with Council Member Alvarez abstaining from Item No. 1; Council Member Trujillo abstaining from Item No. 1, Special City Council Meeting Minutes of June 2, 2020; and, Council Member Ashton pulling Item No. 7 for separate discussion.

1. **APPROVED MINUTES:** Special Meetings of June 2, 2020 and Regular Meeting Minutes of January 12, 2021: City Clerk.
2. **WARRANTS ISSUED:** Warrant Nos. 349101 – 349484; EFT Nos. 10403 – 10430; Payroll Wire Nos. 30004068, 30004074 & 30004079 – 30004081; Manual Wire Nos. 2088 – 2101, the total amount of \$5,516,398.42: Finance.
3. **AUTHORIZED IMPLEMENTATION OF THE MAINTENANCE AND REPAIRS OF THE PATHWAY LIGHTING SYSTEM AT WILDERNESS PARK; APPROPRIATED \$115,000 FROM THE GENERAL FUND TO PUBLIC WORKS OPERATING ACCOUNT NUMBER 10-4-3110 FOR THE MAINTENANCE AND REPAIRS OF THE PATHWAY LIGHTING SYSTEM AT WILDERNESS PARK; AUTHORIZED THE CITY MANAGER TO EXECUTE CONTRACT AGREEMENTS; AND, AUTHORIZED THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO EXECUTE ANY CHANGE ORDERS OR ADDITIONAL SCOPE OF WORK AS DEEMED NECESSARY UP TO THE APPROVED PROJECT BUDGET:** Public Works.
4. **ADOPTED CLASS SPECIFICATIONS AND COMPENSATION FOR THE POSITIONS OF UTILITIES INSPECTOR, GIS TECHNICIAN, AND WATER SYSTEMS OPERATOR I:** Human Resources.

**ADOPTED RESOLUTION NO. 21-7997, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE CLASSIFICATION SPECIFICATIONS AND ESTABLISHING COMPENSATION FOR THE POSITIONS OF UTILITIES INSPECTOR, GIS TECHNICIAN, AND WATER SYSTEMS OPERATOR I**

5. **APPOINTMENT TO THE LIBRARY ADVISORY BOARD, DISTRICT 1:** Mayor Pro Tem Pacheco.  
**ADOPTED RESOLUTION NO. 21-7998, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE APPOINTMENT OF LENORA PERRI TO THE LIBRARY ADVISORY BOARD FOR COUNCIL DISTRICT 1**
6. **APPOINTMENT TO THE RECREATION AND COMMUNITY SERVICES COMMISSION, DISTRICT 5:** Council Member Trujillo.

**ADOPTED RESOLUTION NO. 21-7999, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE APPOINTMENT OF ALEXANDRA HANKS TO THE RECREATION AND COMMUNITY SERVICES COMMISSION FOR COUNCIL DISTRICT 5**

#### **OTHER BUSINESS**

7. **ADOPTED ORDINANCE NO. 21-1459, APPROVING MUNICIPAL FACILITY LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC FOR INSTALLATION OF WIRELESS COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY:** Public Works.

Council Member Ashton discussed the option to use revenue from the lease of the utility poles to subsidize the costs to install additional light poles throughout the City. Public Works Director Consunji confirmed staff will research the request to identify funding options to subsidize the cost to install additional light poles city-wide. He stated the currently the process to install a new light pole is: residents circulate a petition amongst the property owners to confirm they agree the installation and operations will be paid by the affected residents through the City's Lighting Assessment District. He stated the cost to install a new street light is approximately \$7,000. He stated the lease amount being

charged to the carrier is only \$270 per year per application and AT&T has submitted five applications and, if approved, the estimated revenue generated will be approximately \$1,350 per year. He reiterated staff will research and identify partial funding to subsidize the costs associated with the installation of new poles.

Council Member Ashton requested clarification as to who is currently responsible to pay for the installation of new street light poles and asked if the responsibility falls on the property owners or the Lighting Assessment District. Director Consunji confirmed the property owners are responsible for the costs of installing a new pole and the annual operations and maintenance are paid by the residents through the Lighting Assessment District's Assessment on their property tax bill.

Council Member Ashton thanked Director Consunji for his report. He requested staff research identifying funding to assist in subsidizing the costs for the installation of new street lights, light poles and upgrade existing lighting to LED throughout the City.

It was moved by Council Member Ashton, seconded by Mayor Pro Tem Pacheco and carried 5-0, to adopt Ordinance No. 21-1459, approving Municipal Facility License Agreement with New Cingular Wireless PCS, LLC for installation of wireless communications facilities in the public right-of-way.

## **ADMINISTRATIVE REPORTS**

### **8. DISCUSSED AND PROVIDED DIRECTION TO STAFF REGARDING THE ESTABLISHMENT OF A LOCAL RENT CONTROL ORDINANCE:** Council Member Alvarez.

Mayor Frometa announced to balance the amount of written correspondence received and the large volume of callers wishing to provide public comment regarding Item No. 8 the public comment time will be reduced to one minute per call and written comment.

City Attorney Abich Garcia stated the Spanish speaking callers requiring interpretation will receive two minutes to comment on this item.

Council Member Alvarez thanked the City Council for the opportunity to discuss the issue. She stated her reason for requesting this discussion is to address the financial hardships the community has endured due to COVID-19. She stated the City of Downey has provided some rental assistance through the COVID-19 Emergency Rental Assistance Program. She stated according to the 2020 Census information pertaining to Downey the majority of residents are renters and in 2019, 53.5% of the residences were rented which was higher than the statewide average of 45.1%. She provided a brief overview regarding limited income for senior citizens, Veterans and Americans with Disabilities; and, 30% of a family's income is being paid towards housing. She stated rent control is the City's ability to limit rent increases after the start of the tenancy and to create a City Rent Board. A Rent Board would provide tenants the opportunity to challenge illegal increases and petition for decreases in services, as well as, allow a landlord to petition for a "fair return" increase. She stated AB1482 is a rent cap limiting annual rent increases to 3.3% Consumer Price Index plus 5% and allows for exclusion of single family residences, "mom and pop" owned properties, and units built after 1995. She added AB 1482 does not apply to cities that have established rent control. She provided a comparison between Municipal Rent Control Laws versus Statewide Rent Caps and an example of cumulative rent increases over a ten year period in the City of Downey compared to cities with rent control. She stated if a rent control ordinance were to be adopted it would provide protection to tenants and alleviate undue financial stress.

City Manager Livas stated Director Schindler would provide the presentation for this item. He stated staff's position is to present the facts of a particular matter and not the merits of the matter's effectiveness, pursuant to a Council's Policy decision. He stated the issue of rent control has been

brought before the City Council on several occasions in light of other housing affordability issues throughout the years not solely due to the pandemic.

Director Schindler provided the presentation for Item No. 8. He provided a brief overview regarding the City's housing configuration identifying 57% as single family residences with 50.8% owner occupied and 49.2% tenant occupied; vacancy rates based on the previous five years; median household income; and, the average rent being \$2,025 for a two bedroom one bath unit.

Director Schindler provided a general overview of the two existing state rent control laws. The first, Costa-Hawkins Rental Housing Act adopted in 1995 and stated the act imposes limitation on the ability to impose rent control on certain units. Any local rent control ordinance will not apply to units with a Certificate of Occupancy after February 1, 1995; Single family homes, condos and other units that maybe sold as individual units; and when a unit is vacated the new rent is not restricted. The second, Assembly Bill 1482 Tenant Protection Act of 2019 provides restrictions on "Just Cause" evictions and restricts the amount that rents can be increased in a 12 month period. He provided the annual increase of \$115.43 example based on \$2,025 monthly rent. He stated the City can impose additional restrictive rent limits and tenant protections, subject to Costa-Hawkins.

Mayor Frometa asked if a tenant received rental assistance from the City and received an eviction notice would they have protections under the AB 1482's eviction clause. Director Schindler confirmed the tenant would be protected if the notice was received after AB 1482 was approved.

Director Schindler stated according to AB 1482 the month of April is the measuring point for the Annual Consumer Price Index Los Angeles Metro – Area and the current assessment for the CPI is 0.7%. He stated staff conducted a survey of cities and confirmed 95% of California cities do not have rent control. He provided a list of programs offered by the City to assist renters being threatened with homelessness. The programs are Affordable Housing Developments; Rehabilitation Grant Program; for the two non-profit organizations the City committed \$352,998 to assist families and individuals that were on the verge of becoming homeless or already homeless; COVID-19 Emergency Rental Assistance Program; First-Time Homebuyer Program; and, Fair Housing Foundation which provides a variety services in partnership with the City. In addition staff hosted two Housing Resource Fairs in 2019.

Mayor Pro Tem Pacheco inquired if there are available funds in the COVID-19 Emergency Rental Assistance Program. Director Schindler confirmed program has available funding and staff is accepting applications.

Mayor Frometa requested clarification regarding the Consumer Price Index figures provided by Council Member Alvarez compared to the figures provided by staff. Director Schindler stated the Consumer Price Index provided by Council Member Alvarez was 3.3% which would reflect a higher annual rent increase as compared to the 0.7% CPI provided by staff.

Director Schindler stated the City is partnered with Los Angeles County to provide a Mortgage Credit Certificate Program and 455 Section 8 Rental Assistance vouchers to develop a county-owned site for 100 transitional housing apartments to homeless Veterans, and Los Angeles Homeless Service Authority.

Mayor Frometa stated in 2020 the vacancy rate was 3.6%. She asked what the City's delinquency rate was for renters. Director Schindler stated the pre-COVID delinquency rate was 2.5% and during COVID-19 the rate was 5%. He stated the information is based upon information provided by four local housing management firms.

Council Member Alvarez stated landlords have attempted to increase the rents by 10% and have, on average, increased the rents by 8.3% which is calculated at a 3.3% Consumer Price Index plus 5% allowed by AB 1483.

## RECESS/RECONVENE

Mayor Frometa recessed the City Council meeting at 9:01 p.m. Mayor Frometa reconvened the City Council meeting at 9.13 p.m. with all Council Members present.

Mayor Frometa asked City Clerk Duarte if there was anyone on the teleconference line who would like to comment regarding Item No. 8. Mayor Frometa asked City Clerk Duarte if there was any written correspondence received regarding Item No. 8.

Julio Flores, resident, commented in support of a local rent control ordinance; and, additional community outreach regarding Downey's COVID-19 Emergency Rental Assistance Program.

Jimmy Spathos, resident, commented in opposition of a local rent control ordinance; and, regarding the adverse effects rent control will have on the market.

Gab Gabriel, resident, commented in opposition of a local rent control ordinance; and, existing programs to assist tenants enduring a financial hardship.

Jackie Zaneri, non-resident, commented in support of a local rent control ordinance and additional protections to tenants from inflated rents.

Terry Saikali, resident, commented in opposition of a local rent control ordinance. He stated the City is in need of new housing.

Vijay Patel, resident, commented in opposition of a local rent control ordinance and exposing the City to undue litigation. He commented in support of property owner's rights.

Alfredo Banuelos, resident, commented in support of a local rent control ordinance; programs for residents enduring financial hardships; and, City Departments.

Brian Heyman, resident, congratulated Council Member Alvarez. He commented in opposition of a local rent control ordinance; and, thanked Director Schindler for an excellent presentation.

Barbaro Rodriguez, resident, commented in support of a local rent control ordinance. He commented regarding rents in the city being inflated; COVID-19 pandemic; rise in crime; and, public officials.

Resident, no name provided, commented in support of a local rent control ordinance.

Timothy Padilla, resident, commented in opposition of a local rent control ordinance; rent comparison to other cities with similar median income; and, in support of protections for property owner's rights.

Kyle Jenkins, resident, commented in opposition of a local rent control ordinance.

Joey Martinez, resident, commented in support of a local rent control ordinance; and, programs for residents enduring financial hardships due to COVID-19.

Veronica Del Cid, resident, commented in support of a local rent control ordinance; programs for residents enduring financial hardships due to loss of employment; and, unjust rent increases.

Javier Munoz, resident, commented in opposition of a local rent control ordinance; and, in support of protections for property owners.

Armando Herman, non-resident, commented in support of a local rent control ordinance; and, political officials.

Mr. Hubert, resident, commented in opposition of a local rent control ordinance; and, in support of protections for property owners.

Edna Baltazar, resident, commented in support of a local rent control ordinance; and, programs for residents enduring financial hardships.

Guillermina Flores, resident, commented in support of a local rent control ordinance; and, programs for residents enduring financial hardships.

Mireya Guzman, resident, commented in support of a local rent control ordinance; and, programs for residents enduring financial hardships.

Renzo Lazaro, resident, commented in opposition of a local rent control ordinance; and, in support of the construction of new housing.

Laura, resident, commented in support of a local rent control ordinance; and, programs for residents enduring financial hardships.

Joseph Bartolo, resident, commented in opposition of a local rent control ordinance.

Hector Sosa, resident, comment regarding the vulgar language during public comments; and, in opposition of a local rent control ordinance.

Armando Martinez, resident, commented in opposition of a local rent control ordinance; and, in support of new construction for affordable housing units.

Resident, no name provided, commented in support of a local rent control ordinance; and, code enforcement of health and safety issues.

Anibal de Leon, resident, commented in support of a local rent control ordinance and programs to prevent homelessness.

Trinidad Ruiz, resident, commented in support of a local rent control ordinance and programs to prevent homelessness.

Margaret Diaz, non-resident, commented in support of a local rent control ordinance.

Alex, resident, commented in opposition of a local rent control ordinance.

James, resident, thanked Mayor Frometa for her leadership. He thanked the City Council, City Manager Livas and Directors for making the City of Downey a great city. He commented in opposition of a local rent control ordinance.

Jasmine Liberatore, resident, commented in support of a local rent control ordinance and programs to provide assistance to seniors.

Adrian Alvarez, non-resident, commented in support of a local rent control ordinance.

Rosario Sandoval, resident, commented in support of a local rent control ordinance.

Richard Rodriguez, resident, commented in opposition of a local rent control ordinance.

Teresa Pulido, Century 21 Jervis & Associates, submitted written in opposition of a local rent control ordinance.

Jackie Jervis Funk, Jervis & Associates, submitted written correspondence in opposition of a local rent control ordinance.

Stephanie Rodriguez, Dakota Apartments and L'Abri Management Inc., submitted written correspondence in opposition of a local rent control ordinance.

Melissa Jimenez, Stonewood Village Apartments, submitted written correspondence in opposition of a local rent control ordinance.

Geliann Kitizgianis, property owner, submitted written correspondence in opposition of a local rent control ordinance.

Nick Estrada, Arizonian Apartments, submitted written correspondence in opposition of a local rent control ordinance.

Fifi Elseby, property owner, submitted written correspondence in opposition of a local rent control ordinance.

Nathan Razo, Cornerstone Apartments, submitted written correspondence in opposition of a local rent control ordinance.

Linda Coronado, Kimberly Thor Apartments, submitted written correspondence in opposition of a local rent control ordinance.

Albertha Rodriguez, property owner, submitted written correspondence in opposition of a local rent control ordinance.

Sam Elseby, property owner, submitted written correspondence in opposition of a local rent control ordinance.

James Nelson, property owner, submitted written correspondence in opposition of a local rent control ordinance.

MJ Morrissy, property management partner, submitted written correspondence in opposition of a local rent control ordinance; and, property maintenance expenses.

Dave Kelly, resident, submitted written correspondence in opposition of a local rent control ordinance.

Sylvija Hoag, resident, submitted written correspondence in opposition of a local rent control ordinance; and, the undue financial hardship rent control would impose on the property owner.

Alexandria Razo, resident, submitted written correspondence in opposition of a local rent control ordinance.

Terri Gallegos, resident, submitted written correspondence in opposition of a local rent control ordinance; and, the need to construct new housing units.

Raul Lopez, resident, submitted written correspondence in opposition of a local rent control ordinance.



Art Nevarez, resident, submitted written correspondence in opposition of a local rent control ordinance.

Michael Berdelis, Greater Downey Association of Realtors, submitted written correspondence in opposition of a local rent control ordinance.

Bruno Ekk, resident, submitted written correspondence in opposition of a local rent control ordinance; and, in support of the construction of new housing units.

Kandy Grzebyk, resident, submitted written correspondence in opposition of a local rent control ordinance; and, in support of the development of affordable housing units.

Jeff Worthy, Worthy Properties, submitted written correspondence in opposition of a local rent control ordinance; and, in support of new housing development.

Juan Garcia, resident, submitted written correspondence in opposition of a local rent control ordinance.

Jim DeKay, resident, submitted written correspondence in opposition of a local rent control ordinance.

Grace Hernandez, resident, submitted written correspondence in opposition of a local rent control ordinance.

Angelica Arceo, resident, submitted written correspondence in opposition of a local rent control ordinance.

Carrie Rodgers, resident, submitted written correspondence in opposition of a local rent control ordinance.

Rene Contreras, resident, submitted written correspondence in opposition of a local rent control ordinance.

George Sanabria, resident, submitted written correspondence in opposition of a local rent control ordinance and subsidized housing.

Mel Berdelis, resident, submitted written correspondence in opposition of a local rent control ordinance.

Marie Picarelli, resident, submitted written correspondence in opposition of a local rent control ordinance.

## **RECESS/RECONVENE**

Mayor Frometa recessed the City Council meeting at 10:30 p.m. Mayor Frometa reconvened the City Council meeting at 10.41 p.m. with all Council Members present.

Maria Elena Aguirre, resident, submitted written correspondence in opposition of a local rent control ordinance.

Angelo Picarelli, resident, submitted written correspondence in opposition of a local rent control ordinance.

Mari Gomez, property owner, submitted written correspondence in opposition of a local rent control ordinance.

Carrie Uva, resident, submitted written correspondences in opposition of a local rent control ordinance; and, the undue financial hardship rent control would impose on property owners

C. Christian Hendershot, property owner, submitted written correspondence in opposition of a local rent control ordinance.

Angeline Deo, resident, submitted written correspondence in opposition of a local rent control ordinance.

Vicky Broker, resident, submitted written correspondence in opposition of a local rent control ordinance.

Zina Pepaj, resident, submitted written correspondence in opposition of a local rent control ordinance.

Marquis Management, Management Company, submitted written correspondence in opposition of a local rent control ordinance.

Darlene Roberson, property owner, submitted written correspondence in opposition of a local rent control ordinance and the undue financial hardship rent control would impose on property owners.

Guillermo Galvan, resident, submitted written correspondence in opposition of a local rent control ordinance.

Teena Garcia, resident, submitted written correspondence in opposition of a local rent control ordinance.

Samuel and Amanda Kim, Rancho La Paz Apartments, submitted written correspondence in opposition of a local rent control ordinance.

Don Kozhaya, resident, submitted written correspondence in opposition of a local rent control ordinance.

Dora Basurto, resident, submitted written correspondence in opposition of a local rent control ordinance.

Epifanio Hernandez, resident, submitted written correspondence in opposition of a local rent control ordinance.

Edith Ban, resident and property owner, submitted written correspondence in opposition of a local rent control ordinance and the undue financial hardship rent control would impose on property owners.

Ivania Navarrete, resident, submitted written correspondence in opposition of a local rent control ordinance.

Don Keller, Don Keller Collision Center, submitted written correspondence in opposition of a local rent control ordinance.

Villas at Downey, submitted written correspondence in opposition of a local rent control ordinance.

Lupita Davis, resident, submitted written correspondence in opposition of a local rent control ordinance and the undue financial hardship rent control would impose on property owners.

Anthony Jones, resident, submitted written correspondence in opposition of a local rent control ordinance.

Elvira M., resident, submitted written correspondence in opposition of a local rent control ordinance.

Marin Kim, resident, submitted written correspondence in opposition of a local rent control ordinance.

William Austin, resident, submitted written correspondence in opposition of a local rent control ordinance.

Stephan Estephan, resident, submitted written correspondence in opposition of a local rent control ordinance.

Sandra Nevarez, resident, submitted written correspondence in opposition of a local rent control ordinance; and, unmaintained properties impacting the quality of life of the surrounding neighborhood.

Robert Cabrera, resident, submitted written correspondences in opposition of a local rent control ordinance; and, public officials.

Carla Ramirez, resident, submitted written correspondence in opposition of a local rent control ordinance.

Robert S., property owner, submitted written correspondence in opposition of a local rent control ordinance.

Frank and Melissa Jimenez, residents, submitted written correspondence in opposition of a local rent control ordinance.

Paulina Ramirez-Martignon, resident, submitted written correspondence in opposition of a local rent control ordinance.

Trish Morris, Century 21 Peak, submitted written correspondence in opposition of a local rent control ordinance.

Sarah Estephan, resident, submitted written correspondence in opposition of a local rent control ordinance and the possible negative impact it would have on the quality of life residents have come to expect.

Raquel Avila, resident, submitted written correspondence in opposition of a local rent control ordinance; and, the undue financial hardship rent control would impose on property owners.

Stephanie Anda, resident, submitted written correspondence in opposition of a local rent control ordinance; and, the undue financial hardship rent control would impose on property owners.

John Lacey, resident, submitted written correspondence in opposition of a local rent control ordinance.

Ron Minekime, resident, submitted written correspondence in opposition of a local rent control ordinance.

George Abouakl, resident, submitted written correspondence in opposition of a rent control ordinance.

Steve Roberson, Century 21 Peak, submitted written correspondence in opposition of a local rent control ordinance.

Luis Gallegos, Keller Williams Pacific Estates, submitted written correspondence in opposition of a local rent control ordinance.

George Redfox, resident, submitted written correspondence in opposition of a local rent control ordinance.

Tracie Melton, L'Abri Management Inc., submitted written correspondence in opposition of a local rent control ordinance; and, the undue financial hardship rent control would impose on property owners.

Jessie Estrada, property owner, submitted written correspondence in opposition of a local rent control ordinance; and, public officials.

Kevin Wilkinson, property owner, submitted written correspondence in opposition of a local rent control ordinance.

J.T. Jackson, resident, submitted written correspondence in opposition of a local rent control ordinance.

Alejandro Blanco, resident, submitted written correspondence in opposition of a local rent control ordinance.

Jeff Bell, resident, submitted written correspondence in opposition of a local rent control ordinance; and, in support of the construction of new affordable housing development.

Rick Murga, resident, submitted written correspondence in opposition of a local rent control ordinance; and, in support of the construction of City sponsored affordable housing developments and mix use units.

Lissette Rivera, resident, submitted written correspondences in opposition of a local rent control ordinance; heroes pay; homeless assistance; and, new businesses in the City.

Louie A. Lujan, Greater Downey Association of REALTORS, submitted written correspondence in opposition of a local rent control ordinance.

Dorothy Pemberton, resident, submitted written correspondence in opposition of a local rent control ordinance; and, the undue financial hardship rent control would impose on property owners.

Jim Wilkinson, property owner, submitted written correspondence in opposition of a local rent control ordinance; and, in support of City sponsored low income housing.

Gayla Rudolph, resident, submitted written correspondence in opposition of a local rent control ordinance; and, the undue financial hardship rent control would impose on property owners.

Irene Perez, resident, submitted written correspondence in opposition of a local rent control ordinance.

Joseph Bartolo, resident, submitted written correspondence in opposition of a local rent control ordinance; and, in support of identifying solutions to the housing crisis.

Jon Fujimoto, property owner, submitted written correspondence in opposition of a local rent control ordinance; and, the undue financial hardship rent control would impose on property owners.

Jason B. and Maritza Malone, residents, submitted written correspondence in opposition of a local rent control ordinance.

David and Maria C. Alvarez, residents, submitted written correspondence in opposition of a local rent control ordinance.

Danielle Leidner-Peretz, Apartment Association of Greater Los Angeles, submitted written correspondence in opposition of a local rent control ordinance.

Fred Sutton, California Apartment Association, submitted written correspondence in opposition of a local rent control ordinance.

Danielle Barraza, non-resident, submitted written correspondence in opposition of a local rent control ordinance.

Jim Rodriguez, property owner, submitted written correspondence in opposition of a local rent control ordinance.

Jeremy Fitzl, L'Abri Management Inc., submitted written correspondence in opposition of a local rent control ordinance.

Jose De Leon, non-resident, submitted written correspondence in support of a local rent control ordinance; and, public officials.

Miguel Villarreal, resident, submitted written correspondence in support of a local rent control ordinance.

Victor Frias, non-resident, submitted written correspondence in support of a local rent control ordinance; and, advocate for affordable housing in surrounding cities to prevent homelessness.

Gabriel Ramirez, non-resident, submitted written correspondence in support of a local rent control ordinance; and, congratulated Council Member Alvarez.

Daniella L. Figueroa, resident, submitted written correspondence in support of a local rent control ordinance.

Diana Sanchez, resident, submitted written correspondence in support of a local rent control ordinance; and, homelessness due to inequality.

Cindy Macias, resident, submitted written correspondence in support of a local rent control ordinance; and, rise in unemployment.

Alexandria Contreras, non-resident, submitted written correspondence in support of a local rent control ordinance; and, dislocated residents.

Magaly Esparza, resident, submitted written correspondence in support of a local rent control ordinance; and, unemployment due to the pandemic.

Kevin Ezeh, resident, submitted written correspondence in support of a local rent control ordinance; and, financial impact on residents due to COVID-19.

Resident, no name provided, submitted written correspondence in support of a local rent control ordinance.

Ana Lucia Vilches, resident, submitted written correspondence in support of a local rent control ordinance and financial assistance programs for first time homebuyers.

Mario Cortez, resident, submitted written correspondence in support of a local rent control ordinance.

Dr. Anthony Feliz, Jr., non-resident, submitted written correspondence in support of a local rent control ordinance.

Ms. Maria, resident, submitted written correspondence in support of a local rent control ordinance.

Jewell Karinen, non-resident, submitted written correspondence in support of a local rent control ordinance.

Hava Buchanan, resident, submitted written correspondence in support of a local rent control ordinance.

Jose Garcia, resident, submitted written correspondence in support of a local rent control ordinance.

Mary-Ann Sanfelippo, resident, submitted written correspondence in support of a local rent control ordinance. She commented on the financial constraint on Americans with Disabilities.

Fernando Ramirez, non-resident, submitted written correspondence in support of a local rent control ordinance.

Mia Martinez, resident, submitted written correspondence in support of a local rent control ordinance and the development of new affordable housing units.

Lilli Jackson, resident, submitted written correspondence in support of a local rent control ordinance.

Luis Martinez, resident, submitted written correspondence in support of a local rent control ordinance.

Tevina Quintana, non-resident, submitted written correspondence in support of a local rent control ordinance.

Ernesto Gomez, resident, submitted written correspondence in support of a local rent control ordinance.

Melissa Michelson, non-resident, submitted written correspondence in support of the local rent control ordinance; and, congratulated Council Member submitted written correspondence in support of a local rent control ordinance Alvarez.

Elisa Martinez, resident, submitted written correspondence in support of a local rent control ordinance.

Xaviere Murillo, non-resident, submitted written correspondence in support of a local rent control ordinance.

Carlos Aranibar, resident, submitted written correspondence in support of a local rent control ordinance.

Elsa Cardenas, resident, submitted written correspondence in support of a local rent control ordinance.

Having no one else, Mayor Pacheco closed public comment.

Mayor Pro Tem Pacheco asked staff what were the election results of Downey voters against and in favor of the rent control measure on the November 2020 ballot. Director Schindler replied the election results for the City of Downey for Proposition 21 were 55.5% against and 44.5% in favor of Proposition 21.

Mayor Pro Tem Pacheco asked City Clerk Duarte how many emails were received in favor of rent control. City Clerk Duarte confirmed 30 emails were received in favor of rent control.

Council Member Trujillo asked how staff how Downey residents voted in 2018 on Proposition 10. Director Schindler stated Downey residents voted 58% against and 42% in favor of rent control.

Council Member Trujillo thanked Council Member Alvarez for her desire to represent approximately 50% of the Downey population; and, for bringing this topic before the Council. He recollected learning during his campaign trail that approximately 50% of the City's population are renters. He mentioned as the representative of the city-wide Council seat it the important for him to focus on the perspective of who he represents and is divided between those who elected him. He voiced his concern for the residents that are feeling vulnerable and said the constituents expect the Council to protect them. He commented regarding Downey having one of the best Police and Fire Departments in the state. He stated in order to protect tenants the City needs to distinguish between tenants' rights, affordable housing, rent control and rent assistance. He shared his support for safe, clean and properly maintained housing for all tenants and said he believes all the Council Member support it as well. He urged members of the public to contact the City Council if they or anyone they know are residing in units that are unsafe and unclean. He commented regarding affordable housing and said Downey is in the higher end of the rent market for the southeast part of L.A. County however the vacancy rate is only 3.6% which shows Downey is very desirable City without rent control. He compared this to two cities that have rent control in place the City of Santa Monica with a 15.879% vacancy rate and the City of San Francisco with a 13.29% vacancy rate. He added pre-COVID Downey only had a 2.5% delinquency rate. He stated in his opinion Downey is still affordable and the displacement of renters is not due to the high rent market. He commented regarding gentrification and stated statistics show 70% of Downey's population is Latino. He believes what is happening in other cities such Los Angeles and Long Beach should not be mixed with what is occurring in Downey. He noted none of the callers or written comments today discussed issues with abusive landlords rather the landlords were portrayed as willing to work with residents because they appreciate their tenants taking care of their properties. He mentioned with have of the population being renters Downey still has clean streets, a strong Police and Fire Department, a good schools and no active gangs which makes it desirable.

He stated Downey needs more affordable housing and suggested the City Council unite and work with staff to identify funds available to build low-income housing. He stated rent control will merely deter developers and is counterproductive to building affordable housing. He suggested communicating with Supervisor Hahn to discuss building affordable housing and suggested the Rancho Los Amigo's area as a possible location.

He stated rent control is a form of tenant protection which is already available to renters through Assembly Bill 1482. Assembly Bill 1482 is the state's attempt to bring balance in providing tenant protection from unfair rent increases, wrongful evictions and set requirements for just cause evictions. He reiterated that anyone dealing with an abusive landlord should contact the City Council and report any abuse. He added Senate Bill 91 afforded protections with moratoriums to tenants to assist during the pandemic. He stated any additional rent control measures would be redundant and unnecessary and the Council has gone beyond simple renter protection by identifying funding resources and creating



a COVID-19 Emergency Rental Assistance Program in the interest of all Downey residents. He announced the rental assistance program still has available funding and encouraged residents to apply. He recommends rather than using staff resources to further research this issue, we direct staff research economic empowerment to assist Downey residents become homeowners so they can achieve the American Dream. He stated the data suggests that Downey renters are protected; the Council will unite to protect tenants from abusive landlords; and, ensure renters continue to feel welcome, protected and respected in the City of Downey.

Mayor Pro Tem Pacheco concurred with Council Member Trujillo when he said the Council represents all the residents in the City of Downey. She stated every Council Member is elected by the residents either at large or by district to serve all the residents in Downey. The rent control measure has come before the voters in the City of Downey twice and the voters both times have voted against any rent control statewide but most importantly in the City of Downey. As was demonstrated last year, Downey is not a city that doesn't care about both residential and commercial tenants the Council enacted moratoriums, rental assistance programs and conducted numerous workshops so that tenants are aware of their rights. The voters of Downey have voiced their opinion and she is here to represent all residents, she commended Council Member Alvarez for bringing this item before the Council for discussion, but she does not feel comfortable proceeding forward with directing staff research a rent control ordinance in the City of Downey.

Council Member Ashton stated he appreciates the time to review the issue, listen to everyone's comments, pull his own statistics and come to a conclusion on the subject. In hearing how the item is going now he feels there is something the Council can do. He is unclear if rent control would be the successful thing to do to assist residents but he feels there is something more the City can do to help residents during the pandemic. He thanked Council Member Trujillo for bring up the comments he was going to make regarding the need for affordable housing. While affordable housing will not provide immediately assistance it is something that is needed long term to provide more housing which will affect the rates of the housing market to keep them in line with the average rate. He finds that the average rate is \$2,000 is so high considering his mortgage is less than that. He stated the City is in a housing crunch and is supposed to plan to build 666,650 new homes over the next eight years yet it is unclear where the City is to identify areas to build that many homes. That will be something the City will need to focus on to find other resources in other ways to help residents. He stated he appreciates the opportunity to have this discussion.

Council Member Alvarez thanked Council Member Trujillo for his comments. She commented on Proposition 21's campaign contributions by landlords to vote no were over \$6 million 6 hundred and that is an example as to why Proposition 21 did not pass. She commented regarding the 2018 moratorium not approved by Council and stated many residents were in need of protection from rent increases of more than 100%. She stated the just cause does provide more protection to the community. She agreed with Council Members Trujillo and Ashton that additional housing is needed and identifying locations to build new housing will be challenging. She mentioned rents in the community are extremely high. She appreciated the opportunity to discuss this matter she pointed out the not all of the 100 calls received are Downey residents. She reiterated AB 1482 is not rent control it is a rent cap and rents can still be increased 3.8% each year yet families do not receive a 3.8% wage increase. She stated she is looking forward in working together to assist future tenants.

Mayor Frometa thanked her Council Colleagues for their comments and she is in agreement that the Council is elected to serve the constituents as a whole without discriminating one versus the other and to ensure everyone is treated fairly. She stated in reviewing the numbers provided, vacancy rate of 3.7% versus the vacancy rate of rent control cities of San Francisco and Santa Monica of 13% and 15% accordingly leads her to believe that the City of Downey's numbers are different. The City cannot be persuaded by a different narrative that is occurring in other cities and continue to focus in the City of Downey as this is where we were elected to serve. She stated the voters of California, whether the campaign contributions made on the Proposition 21 came from one side or the other, overwhelming struck down both Proposition 10 and 21. She stated the economic research consistently shows that

rent control is not the answer to cities as it does not address the underlying causes contributing to California's housing problem. She recommends looking in the direction and focusing their collaborative efforts on representing our constituents to identify affordable housing opportunities to ensure that we begin to moving in that direction. She mentioned the need to look at the biomedical overlay with three hospitals in the City that provide great opportunities of good paying jobs that will afford people the opportunity to purchase homes in Downey. She commented regarding the public comments received via telephone and written comments from members of the public outside the Downey community and stated her focus is on the Downey residents, teachers, retirees, small business owners, investors, property management companies and people that have lived and contribute to the City for the past 20, 30, 40 and 50 years; and, thanked them for their time and comments. She stated as has been indicated the economic research conducted, in her opinion, does not necessitate or require for the City of Downey to move forward in enacting additional provisions. She stated the law is already in place and does not believe the Council needs to utilize their time and efforts or that of staff's time and efforts and dedicate precious resources in a direction that is not going to be conducive to the continuation of a flourishing economy in the City of Downey. She would now like to entertain a motion that no further action is taken on this item. Discussion on this matter and is of the opinion the Council collectively agreed that support of other measures and projects in terms of affordable housing and the creation of opportunities for business growth in our City can attract higher paying jobs. The City can work to ensure the Spanish speaking community and the rental constituents are better informed so the narrative has not changed and it is known what types of resources are being and will continue to be provided. Downey should not be compared to other cities and Downey is unique and continues to be a desirable place to live. She stated she would entertain a motion that no further action is taken on this item.

Council Member Ashton asked if a motion by the City Council was necessary for this item since the Council was not moving forward with a rent control ordinance. City Attorney Abich Garcia stated the recommendation in the staff report was to provide discuss and provide direction to staff regarding a rent control ordinance therefore the Council must make a motion to not give direction to staff.

Mayor Frometa confirmed the item was to give direction to staff and there is a need to make a motion to not give direction to staff and no further action will be taken.

It was moved by Mayor Pro Tem Pacheco, seconded by Council Member Trujillo and carried 5-0 to not to give direction to staff to continue forward to not look into rent control.

## **STAFF MEMBER COMMENTS**

City Manager Livas stated Council Member Ashton was correct in that the City will need to plan to increase its housing stock by 6,000 units in the near future and staff is looking forward to accomplishing this goal. He stated staff is focused on affordable housing to increase the housing stock in the City and the significant rise in rent rates are attributed to the significant shortage of available units. He stated the City is working the with Gateway Cities Council of Governments' consultants to advocate at the state level to turn underutilized commercial zoned properties into residential units while preserving the tax base to provide incentives for cities to build additional housing. He mentioned when building additional housing staff will need to be concerned with parking issues that dense housing will create. He looks forward to gaging on this topic and said staff will return to the City Council with ideas on how to move forward on this topic.

## **ADJOURNMENT**

Mayor Frometa adjourned the Regular City Council Meeting at 12:33 a.m. on February 10, 2021, in memory of retired Downey Police Department Detectives John Lynch and Ed Walker; Los Angeles Police Department personnel who lost their battle with COVID-19: Sgt. Fred Cueto; Police Service Representative Raymond L. Guerrero; Police Officer Valentin Martinez; Senior Detention Officer Erica McAdoo; Police Officer Philip Sudario; Sgt. Patricia Guillen; and, the lives lost due to COVID-19.

---

MARIA ALICIA DUARTE, CMC  
City Clerk

---

CLAUDIA M. FROMETA  
Mayor

---

Bank : bow BANK OF THE WEST

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
2108	3/5/2021	104210	SOUTHERN CALIFORNIA GASPROJ# 0000024	3/1/2021	WIRE TRANSFER	37,529.42	37,529.42
		Voucher:					
						<b>Sub total for BANK OF THE WEST:</b>	37,529.42

Bank : ebow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
10490	3/5/2021	126067	CORELOGIC SOLUTIONS, LLC82064812	1/31/2021	EFT - JANUARY SERVICES	250.00	250.00	
		Voucher:						
10491	3/5/2021	106132	DELTA DENTAL	BE004344671A	2/25/2021	EFT - 2/1 - 2/28/21 CLAIMS	3,052.50	
		Voucher:		BE004344398A	2/25/2021	EFT - 2/1 - 2/28/21 CLAIMS	66.60	
				BE004344671C	2/25/2021	EFT - 2/19 - 2/25/21 CLAIMS	4,143.00	7,262.10
10492	3/5/2021	121235	SCOTT, PHILLIP	22919	2/24/2021	EFT - INSTRUCTOR FEE	344.40	
		Voucher:		22923	2/24/2021	EFT - INSTRUCTOR FEE	551.60	896.00
<b>Sub total for BANK OF THE WEST:</b>							<b>8,408.10</b>	

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350083	3/5/2021	133856	HFH, LTD.	COVID-19 / REN 3/1/2021	9070 FLORENCE AVE #15 - S.	2,295.00	2,295.00
			Voucher:				
350084	3/5/2021	109820	DOWNEY PATRIOT, THE	93733 - COVID 2/4/2021	RENTAL ASSISTANCE AD	600.00	600.00
			Voucher:				
350085	3/5/2021	134424	GARCIA, ZOILA	COVID-19 / THE 2/24/2021	PATRON REFUND - WILLY CH	329.00	329.00
			Voucher:				
350086	3/5/2021	102028	HUMAN SERVICES ASSOCIAT	123120205 - C/ 3/1/2021	BALANCE DUE - DECEMBER	566.25	566.25
			Voucher:				
350087	3/5/2021	134425	MEDRANO, EMA	COVID-19 / THE 2/18/2021	PATRON REFUND - MARIACH	194.25	194.25
			Voucher:				
350088	3/5/2021	130468	MIRANDA, CARMEN	COVID-19 / THE 2/23/2021	PATRON REFUND - WILLY CH	470.00	470.00
			Voucher:				
350089	3/5/2021	134426	MUNOZ, LUIS	COVID-19 /THE/ 2/18/2021	PATRON REFUND - WILLY CH	99.50	99.50
			Voucher:				
350090	3/5/2021	133689	RAMIREZ, MARTHA	COVID-19 / THE 2/24/2021	PATRON REFUND - MARIACH	132.50	132.50
			Voucher:				
350091	3/5/2021	133160	SCHOOL NUTRITION PLUS	3775 - COVID 2/19/2021	2/16 - 2/18/19 SENIOR MEALS	2,401.75	2,401.75
			Voucher:				
350092	3/5/2021	122020	STEPS OF GOLD, INC	COVID-19 / THE 2/24/2021	RENTAL REFUND	600.00	600.00
			Voucher:				
350093	3/5/2021	134427	VARGAS, CONRADO	COVID-19 / THE 2/18/2021	PATRON REFUND - MARIACH	323.75	323.75
			Voucher:				
350094	3/5/2021	100024	A.Y. NURSERY INC	112196 2/5/2021	PLANTS	1,342.00	
			Voucher:	112197 2/5/2021	CAL FIRE GRANT 8GG16431 -	3,836.70	5,178.70
350095	3/5/2021	133653	AGA ENGINEERS, INC.	2009 7/31/2020	PROFESSIONAL ENGINEERIN	600.00	600.00
			Voucher:				
350096	3/5/2021	123292	AIR EXCHANGE, INC.	91604055 2/11/2021	PARTS	909.62	909.62
			Voucher:				
350097	3/5/2021	106707	ALVAREZ-GLASMAN & COLVIN	2020-12-19664 2/18/2021	DECEMBER LEGAL FEES (GE	45.00	45.00
			Voucher:				
350098	3/5/2021	134192	AMERICAN BUSINESS BANK	RETENTION #6 3/2/2021	CIP NO.20-03 ESCROW	32,171.17	32,171.17
			Voucher:				
350099	3/5/2021	125717	APOLLO PRINTING & GRAPHI	264786 2/2/2021	MAYORAL GOALS BROCHURI	281.83	
			Voucher:	262784 2/16/2021	20/21 CIP DOCUMENT	1,381.00	1,662.83

Bank : bow BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350100	3/5/2021	125759	AQUASANI WATER	200035814	2/3/2021	WATER SERVICE - FIRE DEP	35.48
	Voucher:			200035892	2/11/2021	WATER SERVICE - FIRE DEP	85.49
				200035828	2/4/2021	WATER SERVICE - FIRE DEP	85.49
				200035812	2/3/2021	WATER SERVICE - FINANCE I	32.93
				200035825	2/4/2021	WATER SERVICE - SPACE CE	28.96
							268.35
350101	3/5/2021	134417	ARCEO, ANGELICA	FEBRUARY/21	2/24/2021	REFUNDABLE DEPOSIT #691	500.00
	Voucher:						500.00
350102	3/5/2021	109355	ASSOCIATED TELECOM INC	16802	2/3/2021	MATERIALS & LABOR	706.45
	Voucher:						706.45
350103	3/5/2021	134418	AZURDY, MARIA A.	MARCH/21	3/2/2021	REFUND - INSURANCE PAID	416.27
	Voucher:						416.27
350104	3/5/2021	117547	B & W COMMUNICATIONS INC	21-203344	1/13/2021	MATERIALS & LABOR	517.30
	Voucher:						517.30
350105	3/5/2021	130442	BANNER BANK	RETENTION PM	3/1/2021	CIP NO.16-20 ESCROW ACCC	3,242.60
	Voucher:						3,242.60
350106	3/5/2021	106360	BATTERY SYSTEMS INC	6338461	1/22/2021	BATTERIES	303.59
	Voucher:						303.59
350107	3/5/2021	110102	BEE EMERGENCY RESPONSE	45207	2/2/2021	10419 RIVES AVE	95.00
	Voucher:						95.00
350108	3/5/2021	114093	BEST BEST & KRIEGER	897998	2/12/2021	JANUARY LEGAL FEES - COM	3,135.00
	Voucher:						3,135.00
350109	3/5/2021	128912	BIBLIOTHECA, LLC	INV-US39450	1/15/2021	CLOUD LIBRARY CONTENT~	17,514.70
	Voucher:						17,514.70
350110	3/5/2021	100496	BISHOP COMPANY	INV-606679	2/10/2021	LANDSCAPE TOOLS	772.75
	Voucher:			INV-606681	2/10/2021	ORANGE FLUORESCENT PAI	169.48
							942.23
350111	3/5/2021	131702	BISHOP, ANITRA MICHELLE	23	2/17/2021	ARCHIVAL, ARTIFACT CATALC	2,500.00
	Voucher:						2,500.00
350112	3/5/2021	127445	BLAIS & ASSOCIATES, INC.	12021DOW01	2/12/2021	CALFIRE GRANT ADMINISTR/	1,102.50
	Voucher:			12021DOW02	2/12/2021	ON-CALL GRANT WRITING SI	761.25
							1,863.75
350113	3/5/2021	114858	BUSTOS, JOE	MARCH/21	3/1/2021	INTERVIEW & INTERROGATIC	127.36
	Voucher:						127.36
350114	3/5/2021	115487	CASSADY ROOFING INC.	FEBRUARY/21	2/26/2021	REFUNDABLE DEPOSIT #697	500.00
	Voucher:						500.00
350115	3/5/2021	133161	CENTRALSQUARE CANADA	S252054 - FINAL	9/20/2019	FIRE DEPARTMENT FDM-RM	22,171.87
	Voucher:						22,171.87



Bank : bow BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350116	3/5/2021	108188	CERTIFIED FIRE EXTINGUISH170389	2/2/2021	MATERIALS & LABOR	190.50	190.50
		Voucher:					
350117	3/5/2021	126128	CINTAS CORPORATION NO.3 4069370766	12/7/2020	TOWELS	35.00	
		Voucher:	4070069755	12/14/2020	TOWELS	35.00	
			4070706238	12/21/2020	TOWELS	35.00	
			4071348473	12/28/2020	TOWELS	35.00	
			4069370915	12/7/2020	TOWELS	38.48	
			4070069822	12/14/2020	TOWELS	38.48	
			4070706328	12/21/2020	TOWELS	38.48	
			4071348587	12/28/2020	TOWELS	38.48	
			4069912760	12/11/2020	TOWELS	35.00	
			4070580719	12/18/2020	TOWELS	38.48	
			4071221064	12/24/2020	TOWELS	38.48	
			4071851874	12/31/2020	TOWELS	38.48	444.36
350118	3/5/2021	118850	CONSOLIDATED OFFICE SYS'29770	2/22/2021	FURNITURE - OFFICE MASTE	1,756.20	1,756.20
		Voucher:					
350119	3/5/2021	109555	COUNTY SANITATION DISTRIKDB2-625402192	2/5/2021	WASTE WATER SERVICES	5,882.50	5,882.50
		Voucher:					
350120	3/5/2021	113320	CROSSTOWN ELEC & DATA IM4350-21-001B	1/31/2021	TRAFFIC SIGNAL, FLASHING	6,958.01	
		Voucher:	4350-20-012A	12/31/2020	TRAFFIC SIGNAL, FLASHING	6,715.00	
			4350-21-001A	1/28/2021	TRAFFIC SIGNAL, FLASHING	6,715.00	20,388.01
350121	3/5/2021	120961	CROWELL, RICHARD	FEBRUARY/21-€ 2/24/2021	REFUNDABLE DEPOSIT #200	500.00	
		Voucher:		FEBRUARY/21-€ 2/24/2021	REFUNDABLE DEPOSIT #695	500.00	1,000.00
350122	3/5/2021	113290	DAPEER, ROSENBLIT & LITVA18198	12/31/2020	DECEMBER LEGAL FEES (CC	3,854.19	
		Voucher:	18200	12/31/2020	DECEMBER LEGAL FEES (CC	1,710.70	
			18312	1/31/2021	JANUARY LEGAL FEES (SEA/	684.50	6,249.39
350123	3/5/2021	110663	DATAPROSE	3P50691	12/29/2020	UTILITY BILLING - PRINT AND	1,282.58
		Voucher:					
350124	3/5/2021	101259	DEPARTMENT OF TRANSPORSL210455	1/28/2021	10/1 - 12/31/20 SIGNALS & LIC	6,439.27	6,439.27
		Voucher:					
350125	3/5/2021	132793	DEPT OF HEALTH CARE SER\GEM04213J93	2/11/2021	2020 4TH QTR PAYMENT	41,602.40	41,602.40
		Voucher:					
350126	3/5/2021	134212	DEVIL MOUNTAIN WHOLESAL23	12/4/2020	CAL FIRE PLANTING	5,132.14	5,132.14
		Voucher:					

Bank : bow BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350127	3/5/2021	123709	DEXON COMPUTER, INC.	105826	11/30/2020	EQUIPMENT	892.00	892.00
		Voucher:						
350128	3/5/2021	118472	DIRECTV	44396087X2102	2/16/2021	2/15 - 3/14/21 CABLE SERVICE	80.29	80.29
		Voucher:						
350129	3/5/2021	101319	DOOLEY ENTERPRISES INC	58989	11/13/2020	223 AMMUNITION - ANNUAL F	4,413.87	4,413.87
		Voucher:						
350130	3/5/2021	109820	DOWNEY PATRIOT, THE	93732	2/4/2021	VALENTINE'S DAY	155.25	
		Voucher:		93734	2/4/2021	OIL FILTER	600.00	
				93780	2/4/2021	CAMPAIGN CONTRIBUTION L	244.80	
				93782	2/4/2021	PLN-19-00173	357.00	
				92771	10/15/2020	SUMMARY OF ORDINANCE A	217.60	
				93844	2/11/2021	SUMMARY OF ORDINANCE A	105.40	
				93779	2/4/2021	PLN-19-00132	370.60	
				93781	2/4/2021	UNCLAIMED FUNDS	958.80	3,009.45
350131	3/5/2021	101419	DUTHIE POWER SERVICES	A77690	7/31/2020	ANNUAL SERVICE	550.71	550.71
		Voucher:						
350132	3/5/2021	124765	EDENCO	33-MEASURE S	2/1/2021	MEASURE S: CONSULTING S	45,690.00	45,690.00
		Voucher:						
350133	3/5/2021	101588	EWING IRRIGATION PRODUC	13410626	1/29/2021	SUPPLIES	643.48	
		Voucher:		13388307	1/25/2021	SUPPLIES	327.56	971.04
350134	3/5/2021	132145	FCG CONSULTANTS, INC.	1079-1006	1/7/2021	CIP NO.17-10 - CONSTRUCTI	25,703.18	
		Voucher:		1079-1007	2/5/2021	CIP NO.17-10 - CONSTRUCTI	24,221.76	49,924.94
350135	3/5/2021	101624	FEDEX	7-276-33972	2/12/2021	DELIVERY SERVICE	15.49	
		Voucher:		7-252-90436	1/22/2021	DELIVERY SERVICE	75.75	91.24
350136	3/5/2021	107496	FERGUSON ENTERPRISES IN	9226050	1/11/2021	HOT WATER STORAGE TANK	6,110.79	6,110.79
		Voucher:						
350137	3/5/2021	119044	FIRST PLACE GLASS	3646	1/27/2021	LIBRARY - RESEAL WINDOW:	2,450.00	
		Voucher:		3661	2/9/2021	GLASS RESTORATION	1,500.00	
				3662	2/9/2021	LIBRARY - RESEAL WINDOW:	2,450.00	6,400.00
350138	3/5/2021	106567	FIVESTAR RUBBER STAMP C	56806	2/16/2021	SELF-INK STAMP	45.68	
		Voucher:		56700	2/4/2021	SELF-INK STAMP	31.15	
				56678	2/2/2021	SELF-INK STAMPS	55.80	132.63

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350140	3/5/2021	128119	FRONTIER COMMUNICATIONS	562 197-0775/FE 2/13/2021	562-197-0775-021219-5	105.90	
	Voucher:			562 197-0776/FE 2/13/2021	562-197-0776-020819-5	95.82	
				209 151-3860/FE 2/19/2021	209-151-3860-122278-5	72.70	
				562 904-7195/FE 2/2/2021	562-904-7195-050317-5	67.55	
				562 904-7196/FE 2/4/2021	562-904-7196-031496-5	117.31	
				562 806-0815/FE 2/13/2021	562-806-0815-092910-5	48.75	
				562 904-7165/FE 2/13/2021	562-904-7165-102215-5	172.38	
				562 904-7126/FE 2/16/2021	562-904-7126-041091-5	90.19	
				562 622-0936/FE 2/16/2021	562-622-0936-101216-5	186.01	
				562 862-3851/FE 2/16/2021	562-862-3851-020498-5	67.55	
				562 904-7226/FE 2/16/2021	562-904-7226-102715-5	119.66	
				562 923-8904/FE 2/2/2021	562-923-8904-061217-5	69.53	
				562 904-7230/FE 2/28/2021	562-904-7230-121391-5	162.71	
				562 806-3857/FE 2/19/2021	562-806-3857-070804-5	203.74	
				562 869-5423/FE 2/7/2021	562-869-5423-042699-5	44.95	
				209 021-5695/FE 2/16/2021	209-021-5695-101907-5	115.21	
				562 904-4052/FE 2/19/2021	562-904-4052-081009-5	138.31	
				209 080-4906/FE 2/19/2021	209-080-4906-101707-5	115.21	
				209 151-3871/FE 2/16/2021	209-151-3871-050892-5	89.89	
				562 622-0826/FE 2/16/2021	562-622-0826-020598-5	113.45	
				209 044-8242/FE 2/13/2021	209-044-8242-102307-5	121.61	
				209 151-3861/FE 2/13/2021	209-151-3861-092084-5	46.25	
				209 150-2683/FE 2/13/2021	209-150-2683-050175-5	92.51	
				209 151-6041/FE 2/16/2021	209-151-6041-061796-5	64.14	
				562 197-0773/FE 2/13/2021	562-197-0773-020819-5	102.53	
				562 197-0774/FE 2/13/2021	562-197-0774-021219-5	102.53	2,726.39
350141	3/5/2021	124345	GALL'S, LLC/QUARTERMASTERC	1252185	12/12/2020 UNIFORMS	3,256.60	3,256.60
	Voucher:						
350142	3/5/2021	110413	GEORGE CHEVROLET	77524CVR	2/8/2021 PARTS	126.85	126.85
	Voucher:						
350143	3/5/2021	122094	GEOSCIENCE SUPPORT SER	14500-12-44	2/18/2021 PROFESSIONAL ENGINEERING	2,130.10	2,130.10
	Voucher:						
350144	3/5/2021	120626	GK & ASSOCIATES	21-005C	1/31/2021 CIP NO.17-09 - CONSTRUCTION	6,832.00	
	Voucher:			21-005F	1/31/2021 CIP NO.17-09 - PARAMOUNT I	11,606.00	18,438.00

Bank : bow BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350145	3/5/2021	130441	GOODIE'S LLC	2021 - 33988	1/27/2021	L. WALLACE	198.34
	Voucher:			2021 - 34245	2/15/2021	D. PEREZ	227.00
				2021 - 34196	2/15/2021	V. UGARTE	166.37
				2021 - 34179	2/15/2021	S. RUNYAN	58.38
				2021 - 34265	2/15/2021	E. HEMPE	157.49
				2021 - 34322	2/15/2021	C. KURTZ	51.71
				2021 - 34397	2/15/2021	A. HERNANDEZ	523.36
				2021 - 33696	1/27/2021	J. DANIEL	115.16
				2021 - 34126	2/15/2021	G. VILLA	110.19
				2021 - 34406	2/15/2021	T. LOCKWOOD	113.39
				2021 - 33820	1/27/2021	V. UGARTE	209.42
				2021 - 33966	1/27/2021	S. RUNYAN	121.05
				2021 - 33948	1/27/2021	M. MILOSEVICH	75.41
				2021 - 34017	2/1/2021	J. BROWN	352.69
350146	3/5/2021	101884	GRANITIZE PRODUCTS INC	21790	2/9/2021	SUPPLIES	431.40
	Voucher:						2,479.96
							431.40
350147	3/5/2021	118853	GRIFFITH COMPANY	7 - CIP 20-07/20	2/12/2021	CIP NO.20-07 & 20-08 - PARAM	10,472.38
	Voucher:						10,472.38
350148	3/5/2021	116003	GUERRERO, REBECCA	FEBRUARY/21	2/26/2021	REFUND - TASC OVERPAYME	235.00
	Voucher:						235.00
350149	3/5/2021	102909	HAXTON, MARK	MARCH/21	3/1/2021	SLI COURSE (SESSION III)	587.59
	Voucher:						587.59
350150	3/5/2021	114464	HD INDUSTRIES	P242243	2/8/2021	PARTS	598.52
	Voucher:						598.52
350151	3/5/2021	110708	HILTI INC	4617174783	2/10/2021	DROP-IN ANCHOR	64.61
	Voucher:						64.61
350152	3/5/2021	129260	HOME FIELD ADVANTAGE	22891	2/24/2021	INSTRUCTOR FEE	851.20
	Voucher:			22892	2/24/2021	INSTRUCTOR FEE	394.80
							1,246.00
350153	3/5/2021	132330	IML SECURITY SUPPLY	2767997	2/3/2021	PARTS	45.64
	Voucher:			2768605	2/3/2021	PANIC LEVERS	965.19
				2766624	2/2/2021	TOP PINS	58.82
							1,069.65
350154	3/5/2021	134309	JAS PACIFIC	BI 13832	2/5/2021	PROFESSIONAL ON-CALL ST.	12,000.00
	Voucher:			BI 13851	2/5/2021	PROFESSIONAL ON-CALL ST.	5,320.00
							17,320.00

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350155	3/5/2021	131145	JOHN KALISKI ARCHITECTS, I5683	9/4/2020	PROFESSIONAL SERVICES F	642.99		
	Voucher:		5666	8/12/2020	PROFESSIONAL SERVICES F	2,865.00		
			5766	12/22/2020	PROFESSIONAL SERVICES F	1,600.00	5,107.99	
350156	3/5/2021	108953	KEITH THOMPSON'S PRO DE 27860	2/11/2021	COMPLETE DETAIL	400.00		
	Voucher:		27863	2/17/2021	COMPLETE DETAIL	245.00		
			27865	2/18/2021	COMPLETE DETAIL	200.00		
			27866	2/20/2021	COMPLETE DETAIL	650.00		
			27864	2/18/2021	COMPLETE DETAIL	245.00		
			27862	2/24/2021	POLICE VEHICLES	444.00		
			27861	2/17/2021	POLICE VEHICLES	480.00		
			27868	2/24/2021	COMPLETE DETAIL	275.00	2,939.00	
350157	3/5/2021	102478	KIMBALL MIDWEST	8603542	2/2/2021	PARTS	192.11	192.11
	Voucher:							
350158	3/5/2021	113458	LA COUNTY REGISTRAR/COU21-3040		1/29/2021	PRINTING COST FOR CANDID	5,633.38	5,633.38
	Voucher:							
350159	3/5/2021	102516	LN CURTIS & SONS	INV464103	2/12/2021	FACTORY REPAIR - FORCE T	188.65	
	Voucher:		INV462366	2/5/2021	ULTIMATIC NOZZLE W/GRIP	742.50	931.15	
350160	3/5/2021	126725	LOS ANGELES CONSERVATIO	DEC-2020-1489-	12/5/2020	CITYWIDE TREE PLANTING	5,863.00	
	Voucher:		DEC 2020-1488	12/5/2020	CITYWIDE TREE PLANTING	25,064.00	30,927.00	
350161	3/5/2021	102733	LOS ANGELES COUNTY	RE-PW-210208	2/8/2021	TS MAINT DDG THROUGH JA	682.76	682.76
	Voucher:							
350162	3/5/2021	102321	LYNCH, JOHN M	MARCH/21	3/2/2021	INSURANCE PREMIUM REFU	5.50	5.50
	Voucher:							
350163	3/5/2021	120834	MIDWEST ROOFING	FEBRUARY/21	2/26/2021	REFUNDABLE DEPOSIT #202	500.00	
	Voucher:		FEBRUARY/21-	2/26/2021	REFUNDABLE DEPOSIT #202	500.00	1,000.00	
350164	3/5/2021	101198	MILLIGAN, DEAN	MARCH/21	3/1/2021	EXECUTIVE DEVELOPMENT	250.00	250.00
	Voucher:							
350165	3/5/2021	114829	MINUTEMAN PRESS	19511	2/17/2021	MEDICAL RECORD/VACCINAT	1,008.22	
	Voucher:		19509	2/17/2021	POSTAGE	1,267.70		
			19510	2/17/2021	LICENSE RENEWAL MAILING	1,666.13	3,942.05	
350166	3/5/2021	121161	MIRANDA, MARIO TONY	22917	2/24/2021	INSTRUCTOR FEE	360.50	
	Voucher:		22949	2/24/2021	INSTRUCTOR FEE	660.80		
			22951	2/24/2021	INSTRUCTOR FEE	316.40	1,337.70	

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350167	3/5/2021	116215	MISSION LINEN SUPPLY	514111820	1/28/2021	TOWELS	54.00
	Voucher:		514146986	2/4/2021	TOWELS	54.00	
			514189249	2/11/2021	TOWELS	54.00	
			514232479	2/18/2021	TOWELS	54.00	
			514275799	2/25/2021	TOWELS	54.00	270.00
350168	3/5/2021	124347	MOBILE MODULAR	2121218	2/6/2021	MEASURE S: FIRE DEPARTMI	5,991.15
	Voucher:		2107000	12/14/2020	MEASURE S: LIBRARY INTER	2,509.09	
			2121236	2/6/2021	CHANGE ORDER #04, DATED	596.25	9,096.49
350169	3/5/2021	133954	MONET CONSTRUCTION	5 - STATION #4	1/31/2021	MEASURE S: FIRE STATION #	188,575.00
	Voucher:		5 - STATION #2	1/31/2021	MEASURE S: FIRE STATION	78,850.00	267,425.00
350170	3/5/2021	124341	MOORE IACOFANO GOLTSMA	A67952	2/1/2021	PROFESSIONAL PREPARATIC	15,538.75
	Voucher:		66990	11/20/2020	MEASURE S - LANDSCAPE AF	12,513.00	
			66725	11/4/2020	PROFESSIONAL ARCHITECTU	14,559.00	42,610.75
350171	3/5/2021	110438	NATIONWIDE ENVIRONMENT	31432	1/31/2021	ANNUAL CATCH BASIN CLEA	11,055.00
	Voucher:						11,055.00
350172	3/5/2021	124987	PACIFIC COMPLIANCE SERVI	5590	2/17/2021	DESIGNATED OPERATOR SE	410.00
	Voucher:		5570	2/8/2021	SERVICE CALL FOR L4 ALAR	180.00	
			5571	2/8/2021	REPAIR BREAKAWAY FROM I	395.00	985.00
350173	3/5/2021	127498	PACIFIC PRODUCTS & SERVI	28100	2/3/2021	PARTS	2,886.13
	Voucher:						2,886.13
350174	3/5/2021	117088	PARS	47386	2/10/2021	DECEMBER ADMIN FEES	324.73
	Voucher:						324.73
350175	3/5/2021	133984	PARTS AUTHORITY LLC	065-108528	2/2/2021	PARTS	21.76
	Voucher:		291-662536	2/2/2021	PARTS	72.83	
			291-662537	2/2/2021	PARTS	75.69	
			062-515402	2/2/2021	PARTS	322.46	
			062-515371	2/2/2021	PARTS	94.31	
			065-125441	2/9/2021	OIL FILTER	25.53	
			291-663448	2/9/2021	PARTS	51.07	
			291-663440	2/9/2021	PARTS	130.22	793.87
350176	3/5/2021	133984	PARTS AUTHORITY LLC	065-125122	2/9/2021	PARTS	22.07
	Voucher:						22.07
350177	3/5/2021	103580	PITNEY BOWES	1017548397	2/23/2021	INK CARTRIDGE	186.98
	Voucher:		1017396522	2/6/2021	11/29/20 - 2/26/21 RENTAL CH.	231.00	
			1017389601	2/4/2021	RED INK & ADHESIVE TAPE F	293.11	711.09

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350178	3/5/2021	102696	PLAYPOWER LT FARMINGTON1400248230	2/3/2021	PLAYGROUND EQUIPMENT -	12,757.26	12,757.26
		Voucher:					
350179	3/5/2021	120206	PREFERRED IMPRESSIONS II25723	8/17/2020	PARKING SIGNS	1,078.00	
		Voucher:	25708	8/17/2020	FIRE PARKING SIGNS	40.70	
			25904	1/22/2021	ARMORED VEHICLE GRAPHI	427.50	
			25907	1/22/2021	VEHICLE GRAPHICS	1,473.10	3,019.30
350180	3/5/2021	126487	PREMIER FITNESS & PERFOF22933	2/24/2021	INSTRUCTOR FEE	341.60	341.60
		Voucher:					
350181	3/5/2021	112219	PROFESSIONAL PIPE SERVIC6300000882 - FI	11/4/2019	SANITARY SEWER CLOSED C	13,583.98	
		Voucher:	6300002049	1/22/2020	SANITARY SEWER CLOSED C	441.57	14,025.55
350182	3/5/2021	130620	PROFORMAAPOLLO GROUP BR54001056A	2/7/2021	BUSINESS CARDS	19.78	
		Voucher:	BR54001054A	2/7/2021	BUSINESS CARDS	42.58	62.36
350183	3/5/2021	116922	PUENTE HILLS FORD	181632	2/9/2021	PARTS	59.11
		Voucher:	85498	2/4/2021	PARTS	47.83	
			85298	1/28/2021	PARTS	230.16	
			85413	2/2/2021	PARTS	46.42	
			85494	2/4/2021	PARTS	46.42	
			85904	2/18/2021	PARTS	133.24	
			85670	2/10/2021	PARTS	57.62	
			85674	2/10/2021	PARTS	57.62	
			85581	2/10/2021	PARTS	15.18	
			85412	2/2/2021	PARTS	159.28	852.88
350184	3/5/2021	125779	QUIROZ ELECTRICAL SERVIC1195	2/2/2021	CITY HALL	750.00	
		Voucher:	1196	2/3/2021	GOLDEN PARK	2,695.00	3,445.00
350185	3/5/2021	129886	R & I HOLDINGS, INC,	46861	2/3/2021	STIHL SAW & BLADE	1,326.00
		Voucher:					
350186	3/5/2021	123839	R.J. NOBLE COMPANY	187268	1/31/2021	CIP NO.16-20 OLD RIVER SCH	61,609.40
		Voucher:					
350187	3/5/2021	129836	RAMIREZ, JUAN E.	21016	2/17/2021	2/9/21 COUNCIL MTG INTERP	1,100.00
		Voucher:	21012	2/12/2021	2/12/21 INTERPRETER SERVI	862.50	1,962.50
350188	3/5/2021	133031	RBL PLUMBING	110	2/5/2021	THEATRE	450.00
		Voucher:	111	2/5/2021	APOLLO PARK	101.50	551.50
350189	3/5/2021	103748	RED WING SHOES	9-1-88280	2/10/2021	C. REGALADO	257.96
		Voucher:					



Bank : bow BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350190	3/5/2021	103807	RICHARDS, WATSON & GERS230544	2/12/2021	LA MS4 PERMIT PETITION	331.29	331.29
		Voucher:					
350191	3/5/2021	134419	RODRIGUEZ, JESUS A. FEBRUARY/21	2/24/2021	REFUNDABLE DEPOSIT #693	500.00	500.00
		Voucher:					
350192	3/5/2021	134416	SANITATION DISTRICTS OF, LDB2-622900890	2/5/2021	WASTEWATER SERVICE FY 2	1,504.15	1,504.15
		Voucher:					
350193	3/5/2021	122853	SB CARPET & UPHOLSTRY CI1227	2/12/2021	CITY HALL	300.00	300.00
		Voucher:					
350194	3/5/2021	104074	SCS ENGINEERS 396864	1/31/2021	CIP NO.17-01 - ENVIRONMEN	650.00	650.00
		Voucher:					
350195	3/5/2021	104090	SECURITY SIGNAL DEVICES R-00263098	2/10/2021	3/1 - 5/21/21 ALARM/VIDEO SE	2,478.00	2,478.00
		Voucher:					
350196	3/5/2021	124775	SELECT ELECTRIC, INC. 3491-01	12/1/2020	CIP NO.20-32 - PARAMOUNT I	129,772.85	129,772.85
		Voucher:					
350197	3/5/2021	132950	SEMONES, RICHARD FEBRUARY/21	2/24/2021	REFUNDABLE DEPOSIT #697	500.00	500.00
		Voucher:					
350198	3/5/2021	126125	SHELLITO TRAINING & CONSI2021 WORKSHK	2/17/2021	CITY COUNCIL GOAL SETTIN	4,176.77	4,176.77
		Voucher:					
350199	3/5/2021	127198	SHRED-IT, C/O STERICYCLE, 8181412886	2/7/2021	SHREDDING SERVICES	1,602.50	1,602.50
		Voucher:					
350200	3/5/2021	110208	SIALIC CONTRACTORS CORP333-6	2/28/2021	CIP NO.20-03 - RESIDENTIAL	611,252.14	611,252.14
		Voucher:					

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350202	3/5/2021	104208	SOUTHERN CALIFORNIA EDIS	2-21-922-3948/F	2/27/2021	ELECTRICITY	359.43	
	Voucher:		2-25-180-3763/F	2/26/2021	ELECTRICITY	1,663.16		
			2-29-837-3028/F	2/26/2021	ELECTRICITY	222.88		
			2-00-990-9367/F	2/18/2021	ELECTRICITY	28.93		
			2-22-741-2939/F	2/19/2021	ELECTRICITY	1,868.52		
			2-00-990-9219/F	2/18/2021	ELECTRICITY	19.50		
			2-40-437-5925/F	2/19/2021	ELECTRICITY	30.88		
			2-33-454-8518/F	2/20/2021	ELECTRICITY	97.19		
			2-30-620-2755/F	2/27/2021	ELECTRICITY	3,813.60		
			2-36-366-2065/F	2/12/2021	ELECTRICITY	13.49		
			2-38-360-4972/F	2/11/2021	ELECTRICITY	468.27		
			2-41-458-6495/F	2/10/2021	ELECTRICITY	49.49		
			2-37-491-7003/F	2/11/2021	ELECTRICITY	63.14		
			2-00-417-2920/F	2/27/2021	ELECTRICITY	1,378.50		
			2-26-022-8697/F	2/9/2021	ELECTRICITY	6,242.36		
			2-37-001-7105/F	2/3/2021	ELECTRICITY	102.43		
			2-38-174-6700/F	2/10/2021	ELECTRICITY	56.14		
			2-38-174-6809/F	2/10/2021	ELECTRICITY	60.77		
			2-40-417-3510/F	2/4/2021	ELECTRICITY	88.43		
			2-00-990-9441/F	2/9/2021	ELECTRICITY	8.64		
			2-01-201-1078/F	2/11/2021	ELECTRICITY	62.22		
			2-25-365-3166/F	2/10/2021	ELECTRICITY	48.41		
			2-27-597-7346/F	2/9/2021	ELECTRICITY	2,174.53		
			2-33-702-4905/F	2/12/2021	ELECTRICITY	13.52		
			2-22-741-3382/F	2/11/2021	ELECTRICITY	21.13		
			2-22-902-3403/F	2/10/2021	ELECTRICITY	25.68		
			2-25-007-8607/F	2/10/2021	ELECTRICITY	1,174.28		
			2-25-232-3175/F	2/9/2021	ELECTRICITY	109.37	20,264.89	
350203	3/5/2021	104210	SOUTHERN CALIFORNIA GAS	PROJ# 0000024	3/1/2021	INSTALL SERVICE -9556 IMPE	432.00	432.00
	Voucher:							
350204	3/5/2021	104210	SOUTHERN CALIFORNIA GAS	050 006 7900 0/I	2/26/2021	GAS	383.26	
	Voucher:		081 506 8000 0/I	2/26/2021	GAS	96.18	479.44	
350205	3/5/2021	127113	SPARKLETTS	18199136 02072	2/7/2021	WATER SERVICE - P.W. YARL	52.59	52.59
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350206	3/5/2021	104256	STAPLES ADVANTAGE 7322412972-0-1	1/13/2021	OFFICE SUPPLIES	96.98	
	Voucher:		7322172844-0-1	1/11/2021	OFFICE SUPPLIES	230.46	327.44
350207	3/5/2021	134421	STEVEN TRAN INC., DBA: NAI/FEBRUARY/21	2/24/2021	REFUNDABLE DEPOSIT #679	5,718.82	5,718.82
	Voucher:						
350208	3/5/2021	104331	SUPERCO SPECIALTY PROD\PSI381669	1/29/2021	SUPPLIES	1,706.56	1,706.56
	Voucher:						
350209	3/5/2021	124421	TETRA TECH, INC. 51698866	2/10/2021	CIP NO.20-35 - FIRESTONE B	1,795.00	1,795.00
	Voucher:						
350210	3/5/2021	110751	THE COPY PLACE 73773116	2/5/2021	COPIES	627.00	627.00
	Voucher:						
350211	3/5/2021	121979	THE COUNSELING TEAM INT\I78362	2/11/2021	JANUARY SERVICES	200.00	200.00
	Voucher:						
350212	3/5/2021	133557	TLC ANIMAL REMOVAL SERVI\777	2/15/2021	ANIMAL REMOVAL AND DISPO	4,000.00	4,000.00
	Voucher:						
350213	3/5/2021	125372	TOQUE FUTSAL 22937	2/24/2021	INSTRUCTOR FEE	1,264.20	
	Voucher:		23085	2/24/2021	INSTRUCTOR FEE	994.00	
			22939	2/24/2021	INSTRUCTOR FEE	1,209.60	
			22935	2/24/2021	INSTRUCTOR FEE	1,108.80	
			22946	2/24/2021	INSTRUCTOR FEE	1,520.40	
			22953	2/24/2021	INSTRUCTOR FEE	1,048.60	7,145.60
350214	3/5/2021	133845	TORO ENTERPRISES, INC. RET10714	12/30/2020	CIP NO.20-23 - 3RD ST. WATE	56,297.10	56,297.10
	Voucher:						
350215	3/5/2021	132146	TRANSTECH ENGINEERS, INC\20203936	10/31/2020	PROFESSIONAL PLAN REVIE	2,800.00	2,800.00
	Voucher:						
350216	3/5/2021	134395	TRUJANO ROOFING FEBRUARY/21-2	2/24/2021	REFUNDABLE DEPOSIT #697	500.00	500.00
	Voucher:						
350217	3/5/2021	108324	U.S. ARMOR CORPORATION 31505	2/8/2021	G. GODOY	824.34	
	Voucher:		31504	2/8/2021	D. GALLO	277.35	
			31514	2/8/2021	A. HERNANDEZ	681.99	
			31559	2/10/2021	O. LOPEZ	277.35	
			31557	2/10/2021	D. RENTERIA	906.78	
			31724	2/19/2021	A. RODRIGUEZ	906.76	3,874.57
350218	3/5/2021	124892	ULINE 129823627	2/4/2021	PLAIN PIZZA BOXES	34.50	34.50
	Voucher:						

Bank : bow BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350219	3/5/2021	126723	UNITED PACIFIC SERVICES, I	21-0210-1	2/10/2021	TREE TRIMMING SERVICES	4,900.50	
	Voucher:		20-0915-1	9/15/2020	TREE TRIMMING SERVICES -	1,990.50		
			21-0201-5	2/1/2021	TREE TRIMMING SERVICES	59,193.75		
			21-0210-2	2/10/2021	CIP NO.20-03 - RESIDENTIAL	11,366.77	77,451.52	
350220	3/5/2021	104595	UNITED PARCEL SERVICE	501YY1071 -	2/13/2021	DELIVERY SERVICE	79.86	79.86
	Voucher:							
350221	3/5/2021	104570	UNITED RENTALS INC.	189878843-001	2/2/2021	GENERATOR RENTAL	2,598.20	2,598.20
	Voucher:							
350222	3/5/2021	134422	VALDIVIA, JORGE	MARCH/21	3/1/2021	EVOC COURSE	1,362.63	1,362.63
	Voucher:							
350223	3/5/2021	112383	VARIABLE SPEED SOLUTIONS	20961	2/10/2021	MONTHLY PUMP MAINTENAN	305.00	305.00
	Voucher:							
350224	3/5/2021	134359	VEOCI INC.	1070	1/28/2021	ANNUAL SOFTWARE SUBSCI	9,900.00	9,900.00
	Voucher:							
350225	3/5/2021	112607	VERIZON WIRELESS	9873131969	2/10/2021	JAN/FEB WIRELESS SERVICE	397.22	
	Voucher:		9872207894	1/28/2021	JANUARY WIRELESS SERVIC	1,530.17		
			9873154060	2/10/2021	JAN/FEB WIRELESS SERVICE	1.62		
			9872207911	1/28/2021	JANUARY WIRELESS SERVIC	190.56		
			9872207906	1/28/2021	JANUARY WIRELESS SERVIC	395.69		
			9872207897	1/28/2021	JANUARY WIRELESS SERVIC	311.82		
			9872207901	1/28/2021	JANUARY WIRELESS SERVIC	1,088.87		
			9872207902	1/28/2021	JANUARY WIRELESS SERVIC	375.43		
			9873328926	2/13/2021	JAN/FEB WIRELESS SERVICE	3,334.39		
			9873132397	2/10/2021	JAN/FEB WIRELESS SERVICE	93.72		
			9873131769	2/10/2021	JAN/FEB WIRELESS SERVICE	38.01	7,757.50	
350226	3/5/2021	124750	VOLITUDE, INC.	22955	2/24/2021	INSTRUCTOR FEE	450.80	
	Voucher:		22959	2/24/2021	INSTRUCTOR FEE	228.90		
			22957	2/24/2021	INSTRUCTOR FEE	1,145.20	1,824.90	
350227	3/5/2021	133408	WATTS EXPRESS, INC.	1056	2/16/2021	WILDERNESS PARK	1,425.00	
	Voucher:		1055	2/16/2021	WILDERNESS PARK	2,875.00	4,300.00	
350228	3/5/2021	116097	WEST COAST POWER WASH	75743	2/11/2021	STEAM CLEAN ENTRANCE	225.00	225.00
	Voucher:							
350229	3/5/2021	108991	WEST COAST SAFETY SUPPL	3670334	12/7/2020	MULTI GAS MONITOR W/PUM	2,325.60	2,325.60
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350230	3/5/2021	104798	WHITTIER FERTILIZER CO	365929	1/21/2021	SUPPLIES	90.96	90.96
		Voucher:						
350231	3/5/2021	104808	WILLDAN ASSOCIATES	620533	2/11/2021	ON-CALL PROFFESIONAL EN	4,218.75	
		Voucher:		416386	2/8/2021	CIP NO.21-16 WILDERNESS F	8,058.00	
				620613	2/23/2021	CIP NO.20-05 - ON-CALL CIVIL	1,332.00	13,608.75
350232	3/5/2021	134423	ZEPEDA, CESAR	FEBRUARY/21	2/24/2021	REFUNDABLE DEPOSIT #692	500.00	500.00
		Voucher:						
350233	3/5/2021	128118	ZUMAR INDUSTRIES INC.	91390	1/8/2021	STREET SIGNS	559.19	
		Voucher:		91664	2/5/2021	TEMP NO PARKING SIGNS	911.62	
				91704	2/11/2021	LANE CONTROL SIGNS	2,668.91	4,139.72
0004082	2/12/2021	107444	CALIFORNIA PUBLIC EMPLOY	Ben1644320	2/12/2021	PERS EPMC: PAYMENT	410,161.63	410,161.63
		Voucher:						
0004086	2/26/2021	107444	CALIFORNIA PUBLIC EMPLOY	Ben1645118	2/26/2021	PERS EPMC: PAYMENT	407,563.22	407,563.22
		Voucher:						
<b>Sub total for BANK OF THE WEST:</b>							<b>2,666,058.93</b>	

155 checks in this report.

Grand Total All Checks: 2,711,996.45

---

Bank : bow BANK OF THE WEST

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
2109	3/12/2021	101533	EMPLOYMENT DEVELOPMEN944-0610-5 /12-3	3/1/2021	WIRE TRANSFER	2,774.41	2,774.41
		Voucher:					
2110	3/12/2021	131768	DOWNTOWN DOWNEY CBD FEBRUARY/21	2/23/2021	WIRE TRANSFER	7,679.89	7,679.89
		Voucher:					
<b>Sub total for BANK OF THE WEST:</b>							<b>10,454.30</b>



Bank : ebow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
10493	3/12/2021	110819	360 MARTIAL ARTS ACADEMY23032	3/2/2021	EFT - INSTRUCTOR FEE	428.40		
	Voucher:		23034	3/2/2021	EFT - INSTRUTOR FEE	411.60		
			23036	3/2/2021	EFT - INSTRUCTOR FEE	434.00	1,274.00	
10494	3/12/2021	132379	AMERICAN GUARD SERVICES\INV9672	1/31/2021	EFT - SECURITY GUARD SER	3,808.60	3,808.60	
	Voucher:							
10495	3/12/2021	126626	ATS NET	1095	2/26/2021	EFT - SPECIALIZED INFORMA	3,960.00	3,960.00
	Voucher:							
10496	3/12/2021	111833	BOISE, DONNA	22973	3/2/2021	EFT - INSTRUCTOR FEE	182.00	
	Voucher:			22977	3/2/2021	EFT - INSTRUCTOR FEE	159.60	
				22909	3/2/2021	EFT - INSTRUCTOR FEE	314.30	
				22912	3/2/2021	EFT - INSTRUCTOR FEE	266.00	921.90
10497	3/12/2021	111817	CAUSLY, CARL	22962	3/2/2021	EFT - INSTRUCTOR FEE	4,494.00	4,494.00
	Voucher:							
10498	3/12/2021	121643	CIR, INC	FFIR202102280	2/28/2021	EFT - PROFESSIONAL PLAN F	120.00	
	Voucher:			BFHR202102280	2/28/2021	EFT - PROFESSIONAL PLAN F	825.00	945.00
10499	3/12/2021	101356	DOWNEY CITY EMPL ASSOC (Ben1645855		3/12/2021	EFT - DCEA-M DUES: PAYMEN	836.03	836.03
	Voucher:							
10500	3/12/2021	101355	DOWNEY CITY EMPLOYEES A	Ben1645831	3/12/2021	EFT - DCEA DUES: PAYMENT	710.00	710.00
	Voucher:							
10501	3/12/2021	106150	DOWNEY FIRE MANAGEMENT	Ben1645859	3/12/2021	EFT - FIRE MGMT DUES: PAYI	348.00	348.00
	Voucher:							
10502	3/12/2021	101365	DOWNEY FIREMEN'S ASSN-IA	Ben1645847	3/12/2021	EFT - FIRE DUES: PAYMENT	5,611.76	5,611.76
	Voucher:							
10503	3/12/2021	101372	DOWNEY POLICE MANAGEMENT	Ben1645857	3/12/2021	EFT - POL MGMT DUES: PAYM	416.00	416.00
	Voucher:							
10504	3/12/2021	101373	DOWNEY POLICE OFFICERS	Ben1645849	3/12/2021	EFT - DPOA DUES (POLICE A	5,300.00	5,300.00
	Voucher:							
10505	3/12/2021	101374	DOWNEY POLICE/FIRE MEM	Ben1645843	3/12/2021	EFT - FIRE/POLICE TRUST: P	682.00	682.00
	Voucher:							
10506	3/12/2021	101375	DOWNEY PUB SAFETY EMP A	Ben1645853	3/12/2021	EFT - SAFETY DUES: PAYMEN	1,087.30	1,087.30
	Voucher:							
10507	3/12/2021	132476	ENTERPRISE FM TRUST	FBN4160845	3/3/2021	EFT - VEHICLE REPLACEMENT	39,339.31	39,339.31
	Voucher:							
10508	3/12/2021	124953	ICMA, PLAN #108479 & #10848	Ben1645869	3/12/2021	EFT - LOAN PAYMENTS: PAYM	753.29	753.29
	Voucher:							

Bank : ebow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
10509	3/12/2021	124952	ICMA, PLAN #300820	Ben1645871	3/12/2021	EFT - DEF COMP (SEAACA DE	2,109.00	2,109.00
		Voucher:						
10510	3/12/2021	126947	IGNACIO, RANDY	22997	3/2/2021	EFT - INSTRUCTOR FEE	140.00	
		Voucher:		22982	3/2/2021	EFT - INSTRUCTOR FEE	282.80	
				22988	3/2/2021	EFT - INSTRUCTOR FEE	282.80	
				22989	3/2/2021	EFT - INSTRUCTOR FEE	70.00	
				22990	3/2/2021	EFT - INSTRUCTOR FEE	285.60	
				23013	3/2/2021	EFT - INSTRUCTOR FEE	142.80	
				22991	3/2/2021	EFT - INSTRUCTOR FEE	282.80	
				22992	3/2/2021	EFT - INSTRUCTOR FEE	145.60	
				23019	3/2/2021	EFT - INSTRUCTOR FEE	142.80	
				22995	3/2/2021	EFT - INSTRUCTOR FEE	170.80	1,946.00
10511	3/12/2021	132315	ISPACE, INC.	48362	2/9/2021	EFT - SPECIALIZED INFORMA	2,800.00	2,800.00
		Voucher:						
10512	3/12/2021	102410	KAISER FOUNDATION HEALTH	Ben1645825	3/12/2021	EFT - CITY KAISER MAINT & /	68,386.12	
		Voucher:		Ben1645837	3/12/2021	EFT - KAISER RETIREES: PAY	1,931.11	70,317.23
10513	3/12/2021	119022	METLIFE SMALL BUSINESS C	Ben1645833	3/12/2021	EFT - METLIFE DENTAL: PAYM	2,633.34	2,633.34
		Voucher:						
10514	3/12/2021	126044	PARS - COUNCIL RETIREMEN	Ben1645867	3/12/2021	EFT - COUNCIL PARS RETIRE	337.89	337.89
		Voucher:						
10515	3/12/2021	116715	PARS - DOWNEY, U.S. BANK	Ben1645851	3/12/2021	EFT - DOWNEY P/T PARS RE	9,917.24	9,917.24
		Voucher:						
10516	3/12/2021	126043	PARS - SEAACA, U.S. BANK N.	Ben1645875	3/12/2021	EFT - SEAACA P/T PARS RETI	121.68	121.68
		Voucher:						
10517	3/12/2021	116350	S&S LABARGE GOLF INC	FEBRUARY/21	3/5/2021	EFT - GREEN FEES	47,946.24	47,946.24
		Voucher:						
10518	3/12/2021	128404	THE SAUCE CREATIVE SERV	4585	12/15/2020	EFT - TOTE BAG DESIGN FEE	385.00	385.00
		Voucher:						
10519	3/12/2021	126145	TRUTH BE TOLD POLYGRAPH	DFD-2021/02	2/28/2021	EFT - POLYGRAPH EXAMS	2,250.00	2,250.00
		Voucher:						
10520	3/12/2021	120747	VENUETECH MANAGEMENT	(20183293	2/28/2021	EFT - DOWNEY THEATRE - M	18,261.54	
		Voucher:		20183301	3/2/2021	EFT - DOWNEY THEATRE - M	2,015.82	
				20183297	2/28/2021	EFT - DOWNEY THEATRE - M	1,519.50	
				20183288	2/28/2021	EFT - DOWNEY THEATRE - M	17,453.56	39,250.42

---

Bank : ebow BANK OF THE WEST (Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
10521	3/12/2021	131237	VOYA - ANNUITY #HRA019 Ben1645827	3/12/2021	EFT - CONTRIBUTIONS TO RI	22,313.73	22,313.73
		Voucher:					
10522	3/12/2021	100101	VOYA - DEFERRED COMP, #6 Ben1645841	3/12/2021	EFT - VOYA DEF COMP (OPT	72,462.04	72,462.04
		Voucher:					
<b>Sub total for BANK OF THE WEST:</b>							<b>345,277.00</b>

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350234	3/12/2021	134446	AVALOS, ALDO	COVID-19 / REN 3/9/2021	8525 PARAMOUNT BL #116 - I	2,600.00	2,600.00
			Voucher:				
350235	3/12/2021	133928	PI BENEDICT AVE., LLC	COVID-19 / REN 3/9/2021	12405 BENEDICT AVE #15 - P.	1,750.00	1,750.00
			Voucher:				
350236	3/12/2021	133827	REPUBLIC MANAGEMENT, LL	COVID-19 / REN 3/9/2021	8111 STEWART & GRAY #3 - T	1,920.00	1,920.00
			Voucher:				
350237	3/12/2021	134447	TEA HOUSE APARTMENTS, LLC	COVID-19 / REN 3/9/2021	10326 PARAMOUNT BL #6 - C.	1,525.00	1,525.00
			Voucher:				
350238	3/12/2021	133964	ARAMSCO, INC., DBA: EMPIRS	4497405.001 - 2/18/2021	N95 MASKS	1,056.00	1,056.00
			Voucher:				
350239	3/12/2021	134444	GALAVIZ, RENEE	COVID-19 / THE 3/3/2021	PATRON REFUND - BEAUTY &	45.25	45.25
			Voucher:				
350240	3/12/2021	133208	GONZALEZ, MARIA	COVID-19 / PAR 3/14/2020	REFUND - SHAMROCK QUILL	25.00	25.00
			Voucher:				
350241	3/12/2021	134445	RIVERA, MICHELLE	COVID-19 / THE 3/2/2021	PATRON REFUND - WILLY CH	259.00	259.00
			Voucher:				
350242	3/12/2021	133160	SCHOOL NUTRITION PLUS	3777 - COVID 2/26/2021	2/22 - 2/25/21 MEALS SERVED	2,772.25	2,772.25
			Voucher:				
350243	3/12/2021	128911	1ST STRYKE PEST & TERMITI	100031972 2/15/2021	POLICE DEPARTMENT	125.00	
			Voucher:	100032211 2/23/2021	PEST CONTROL SERVICES	105.00	230.00
350244	3/12/2021	116476	A & G FENCE & SUPPLY	19790 2/10/2021	GATE REPAIR	595.00	
			Voucher:	19799 2/17/2021	REPAIR/REPLACE HANDRAIL	4,474.00	5,069.00
350245	3/12/2021	120773	ABICH-GARCIA, YVETTE M.	FEBRUARY/21 2/19/2021	WEBINAR REGISTRATION	100.00	100.00
			Voucher:				
350246	3/12/2021	129084	ACME WORKPLACE SAFETY	12727 2/15/2021	FIRST AID SUPPLIES	42.74	
			Voucher:	2728 2/16/2021	FIRST AID SUPPLIES	56.38	
				2711 2/10/2021	WIPES	606.94	
				2679 2/5/2021	NITRILE GLOVES	169.32	
				2739 2/17/2021	NITRILE GLOVES	285.86	
				2735 2/17/2021	FIRST AID SUPPLIES	146.71	1,307.95
350247	3/12/2021	106753	AFLAC	Ben1645839 3/12/2021	AFLAC ACCIDENT INS PRE T/	4,514.63	4,514.63
			Voucher:				
350248	3/12/2021	133653	AGA ENGINEERS, INC.	20108-IN 10/31/2020	PROFESSIONAL ENGINEERIN	400.00	400.00
			Voucher:				

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350249	3/12/2021	107157	AIR SOURCE INDUSTRIES	809335 - REPL C	12/31/2020	CYLINDER RENTAL	300.60
	Voucher:			808759 - REPL C	12/22/2020	OXYGEN	201.50
							502.10
350250	3/12/2021	125214	ALAN'S LAWN & GARDEN	1004156	2/8/2021	PARTS	55.74
	Voucher:			1004153	2/8/2021	PARTS	118.19
				1005797	2/16/2021	PARTS	27.34
							201.27
350251	3/12/2021	116013	ALLSTAR FIRE EQUIPMENT, II229886		2/16/2021	RUBBISH HOOK	135.91
	Voucher:			229919	2/16/2021	BIB STYLE FIRE HOOD	668.53
							804.44
350252	3/12/2021	123395	AMERICAN FIDELITY ASSURABen1645845		3/12/2021	ACCIDENT INSURANCE POS	3,627.42
	Voucher:						3,627.42
350253	3/12/2021	128117	AMERICA'S CHOICE SIGNS 2084		2/26/2021	MILITARY BANNER	165.00
	Voucher:						165.00
350254	3/12/2021	100295	AQUA-METRIC SALES COMPAINV0081088		2/5/2021	METER	2,601.61
	Voucher:						2,601.61
350255	3/12/2021	133964	ARAMSCO, INC., DBA: EMPIRS4342084.001/C			CREDIT MEMO	-408.54
	Voucher:			S4497387.001	2/18/2021	SUPPLIES	621.68
				S4472824.002	2/4/2021	SUPPLIES	37.24
							250.38
350256	3/12/2021	116999	ATKINSON, ANDELSON, LOYA615495		1/31/2021	JANUARY LEGAL FEES	9,210.00
	Voucher:						9,210.00
350257	3/12/2021	121792	BARBARA'S ANSWERING SER210200593101		3/1/2021	TELEPHONE ANSWERING SE	646.20
	Voucher:						646.20
350258	3/12/2021	114093	BEST BEST & KRIEGER 897999		2/12/2021	JANUARY LEGAL FEES (WIRE	346.27
	Voucher:						346.27
350259	3/12/2021	100464	BESTWAY LAUNDRY SOLUTICI301960		2/11/2021	PARTS & LABOR	211.09
	Voucher:						211.09
350260	3/12/2021	128912	BIBLIOTHECA, LLC INV-US40081		1/31/2021	CLOUDLIBRARY ANNUAL SUI	5,045.00
	Voucher:						5,045.00
350261	3/12/2021	112520	BILL'S SOUND & SECURITY 38512		2/24/2021	ELEVATOR RECALL INSPECT	395.00
	Voucher:						395.00
350262	3/12/2021	100509	BLUE DIAMOND MATERIALS, I2116044		2/8/2021	COLD MIX	501.91
	Voucher:						501.91
350263	3/12/2021	100704	CALMET SERVICES INC 14153225		2/28/2021	3/1 - 3/31/21 TRASH SERVICE	1,435.85
	Voucher:			14127060	1/31/2021	2/1 - 2/28/21 TRASH SERVICE	1,437.97
							2,873.82
350264	3/12/2021	134436	CHAMPION MASERATI ALFA RMARCH/21		3/5/2021	BUSINESS LICENSE REFUND	652.74
	Voucher:						652.74

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350265	3/12/2021	130562	CHAVARRIA, TYLER	MARCH/21	3/8/2021	BASIC MOTOR OPERATOR	212.16	212.16
		Voucher:						
350266	3/12/2021	107790	CITY AND COUNTY ENGINEEF	2021 DUES	3/2/2021	MEMBERSHIP - DELFINO COI	50.00	50.00
		Voucher:						
350267	3/12/2021	100432	CITY OF PICO RIVERA	2021-00000009	2/19/2021	11/3 - 12/4/20 TRAFFIC SIGNA	210.05	
		Voucher:		2021-00000010	2/19/2021	12/4/20 - 1/5/21 TRAFFIC SIGM	218.63	428.68
350268	3/12/2021	100933	CLASSIC GRAPHIX	38547	2/17/2021	IT TECH APPAREL	121.00	
		Voucher:		38485	1/28/2021	JACKET	48.40	169.40
350269	3/12/2021	116033	CLEMANN, MELISSA	MARCH/21	3/8/2021	SBSLI COURSE	453.53	453.53
		Voucher:						
350270	3/12/2021	100947	CLUB CAR INC	435819	2/10/2021	MONTHLY GOLF CART MAINT	2,047.00	
		Voucher:		433417	2/5/2021	PARTS & LABOR FOR REPAIF	267.10	
				438568	2/15/2021	PARTS & LABOR FOR REAIRS	1,937.98	4,252.08
350271	3/12/2021	121935	COMMLINE INC.	236802	8/4/2020	PARTS & LABOR	699.18	
		Voucher:		261110	11/23/2020	LABOR & TRIP CHARGE	375.00	
				281955	2/19/2021	LABOR & TRIP CHARGE	225.00	1,299.18
350272	3/12/2021	124923	CONSERVATION CORPS OF,	17473	2/28/2021	FEBRUARY LITTER ABATEME	1,076.74	
		Voucher:		7456	1/31/2021	JANUARY LITTER ABATEMEN	1,076.74	2,153.48
350273	3/12/2021	134097	DEL AMO MOTORSPORTS OF	1211	2/10/2021	PARTS & LABOR	430.22	
		Voucher:		1125	2/3/2021	PARTS & LABOR	1,697.81	
				1167	2/10/2021	PARTS & LABOR	283.75	2,411.78
350274	3/12/2021	101230	DELL MARKETING L P	10463352716	2/10/2021	SERVICE & TECH SUPPORT	1,936.20	
		Voucher:		10461794176	2/4/2021	BATTERY	120.99	
				10461919275	2/4/2021	DELL MEMORY UPGRADE	75.06	
				10402272112		CREDIT MEMO	-228.04	
				10466656250	2/23/2021	LAPTOP - INSPIRON G3 15 35	3,265.19	
				10467284720	2/24/2021	WARANTY - PROSUPPORT, 2	2,991.93	8,161.33
350275	3/12/2021	101235	DELTA ELEVATOR CO., INC	0221-2487	2/28/2021	FEBRUARY ELEVATOR SERV	292.92	
		Voucher:		0121-2487	1/31/2021	JANUARY ELEVATOR SERVIC	292.92	585.84
350276	3/12/2021	134430	DEVANE, DANIEL	Ref001645501	3/4/2021	UB Refund Cst #136848	65.00	65.00
		Voucher:						
350277	3/12/2021	122421	DLT TRUCK & AUTO ELECTRI	12560	2/11/2021	PARTS	159.86	159.86
		Voucher:						
350278	3/12/2021	124528	DOWNEY POOL SUPPLY	2110100200	2/25/2021	FEBRUARY FOUNTAIN SERVI	195.00	
		Voucher:		2110500200	2/25/2021	FEBRUARY FOUNTAIN SERVI	125.00	320.00

Bank : bow BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350279	3/12/2021	101383	DOWNEY UNIFIED SCHOOL DFEBRUARY/21	3/8/2021	SCHOOL DEVELOPMENT FEE	12,215.52	12,215.52	
		Voucher:						
350280	3/12/2021	126093	DUDEK	202100325	2/12/2021	PROFESSIONAL ENVIRONME	7,523.20	
		Voucher:		202100405	2/15/2021	PREPARATION OF THE URBA	14,718.48	22,241.68
350281	3/12/2021	126175	EASTSIDE WINDOW CLEANIN	23169	12/9/2020	RIO HONDO GOLF COURSE	580.00	
		Voucher:		23442	2/24/2021	RIO HONDO GOLF COURSE	580.00	1,160.00
350282	3/12/2021	124765	EDENCO	34-MEASURE S	3/1/2021	MEASURE S: CONSULTING S	45,690.00	45,690.00
		Voucher:						
350283	3/12/2021	106738	ELECTRIC CAR SALES & SER'	28301	2/18/2021	STEEL CARGO BOX	2,594.50	2,594.50
		Voucher:						
350284	3/12/2021	131425	EUROFINS EATON ANALYTIC/L	0548923	1/5/2021	SAMPLE & ANALYZE	1,200.00	
		Voucher:		L0548925	2/8/2021	SAMPLE & ANALYZE	1,800.00	
				L0548922	1/5/2021	SAMPLE & ANALYZE	2,400.00	5,400.00
350285	3/12/2021	121908	EVERETT, MICHAEL	MARCH/21	3/4/2021	REFUNDABLE DEPOSIT #696	500.00	500.00
		Voucher:						
350286	3/12/2021	101624	FEDEX	7-282-74267	2/19/2021	DELIVERY SERVICE	16.05	16.05
		Voucher:						
350287	3/12/2021	107496	FERGUSON ENTERPRISES IN	180865	12/23/2020	SUPPLIES	64.39	64.39
		Voucher:						



Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350289	3/12/2021	124664	FM THOMAS AIR CONDITIONII	42116	2/11/2021	BJ RILEY COMM-SR CENTER	761.16	
	Voucher:		42120	2/11/2021	FURMAN PARK	990.60		
			42118	2/11/2021	WATER YARD	776.00		
			42016	12/31/2020	HVAC MAINTENANCE AND RE	3,450.00		
			42017	12/31/2020	HVAC MAINTENANCE AND RE	3,036.61		
			42074	1/29/2021	HVAC MAINTENANCE AND RE	3,298.34		
			42099	2/9/2021	HVAC MAINTENANCE AND RE	3,132.26		
			42018 - REPL CI	12/31/2020	LIBRARY	2,233.03		
			42015 - REPL CI	12/31/2020	RIO HONDO GOLF COURSE	765.00		
			42014 - REPL CI	12/31/2020	COLUMBIA MEMORIAL SPACE	405.00		
			42098	2/9/2021	CITY HALL	2,848.36		
			42117	2/11/2021	CITY HALL	1,714.11		
			42107	2/10/2021	LIBRARY	2,296.70		
			42119	2/11/2021	SPACE CENTER	1,046.25		
			42139	2/18/2021	SPACE CENTER	1,461.48		
			42121	2/11/2021	CITY HALL	1,005.00		
			42013 - REPL CI	12/31/2020	BJ RILEY COMM/SR CENTER	285.00	29,504.90	
350290	3/12/2021	101693	FRANCHISE TAX BOARD	Ben1645863	3/12/2021	FRANCHISE TAX BOARD: PAY	200.00	200.00
	Voucher:							
350291	3/12/2021	134428	FREDERICK, D	Ref001645499	3/4/2021	UB Refund Cst #105552	136.84	136.84
	Voucher:							

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350294	3/12/2021	128119	FRONTIER COMMUNICATIONS	562 869-2070/FE 2/28/2021	562-869-2070-082517-5	78.85	
	Voucher:			562 904-7265/FE 2/13/2021	562-904-7265-121391-5	972.09	
				562 940-1904/M, 3/1/2021	562-940-1904-061997-5	78.85	
				562 904-1650/FE 2/28/2021	562-904-1650-050710-5	109.14	
				562 869-2300/FE 2/28/2021	562-869-2300-060590-5	55.43	
				213 011-9475/FE 2/25/2021	213-011-9475-060606-5	504.41	
				562 862-7119/FE 2/25/2021	562-862-7119-033078-5	84.79	
				562 923-3780/FE 2/25/2021	562-923-3780-092606-5	125.56	
				562 861-0770/FE 2/28/2021	562-861-0770-010168-5	1,388.92	
				209 188-3603/FE 2/28/2021	209-188-3603-040391-5	2,821.97	
				562 862-8493/FE 2/22/2021	562-862-8493-061307-5	127.77	
				209 150-2691/FE 2/22/2021	209-150-2691-011894-5	64.14	
				209 056-3415/FE 2/25/2021	209-056-3415-082109-5	69.15	
				562 622-5424/FE 2/28/2021	562-622-5424-030719-5	203.78	
				209 151-3882/FE 2/22/2021	209-151-3882-042793-5	84.17	
				209 043-2936/FE 2/19/2021	209-043-2936-041813-5	36.00	
				209 151-3856/FE 2/22/2021	209-151-3856-040281-5	115.63	
				209 150-2669/FE 2/22/2021	209-150-2669-042793-5	64.14	
				562 869-7365/FE 2/13/2021	562-869-7365-100693-5	57.63	
				562 923-8384/FE 2/10/2021	562-923-8384-030597-5	44.95	
				562 861-2180/FE 2/28/2021	562-861-2180-031897-5	166.47	
				562 869-2810/FE 2/28/2021	562-869-2810-071196-5	113.45	
				209 151-3878/FE 2/1/2021	209-151-3878-072492-5	154.76	
				209 151-3878/M, 3/1/2021	209-151-3878-072492-5	154.76	
				562 904-7271/FE 2/1/2021	562-904-7271-032495-5	88.38	
				209 150-9696/FE 2/25/2021	209-150-9696-103097-5	583.22	
				213 048-4050/FE 2/25/2021	213-048-4050-100807-5	89.89	
				209 069-8936/FE 2/28/2021	209-069-8936-102307-5	121.61	
				209 087-3852/FE 2/28/2021	209-087-3852-101207-5	92.62	
				213 034-3734/FE 2/28/2021	213-034-3734-101807-5	115.21	
				209 070-7094/FE 2/28/2021	209-070-7094-120513-5	141.01	
				209 041-3991/FE 2/28/2021	209-041-3991-121213-5	141.01	
				562 904-2363/FE 2/28/2021	562-904-2363-070787-5	399.76	9,449.52
350295	3/12/2021	102905	GALINDO, MARK A.	MARCH/21 3/3/2021	DUTY HOLSTER	246.00	246.00
	Voucher:						

Bank : bow BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350296	3/12/2021	120626	GK & ASSOCIATES	21-015MT	2/28/2021	CIP NO.20-03 - RESIDENTIAL	11,626.51	
	Voucher:			21-017	2/28/2021	CIP NO.20-34 - FLORENCE AV	7,772.00	19,398.51
350297	3/12/2021	101863	GOLDEN WEST PIPE & SUPPL	566009	1/21/2021	SUPPLIES	620.66	
	Voucher:			566891	2/12/2021	SUPPLIES	164.24	
				566591	2/5/2021	SUPPLIES	64.61	849.51
350298	3/12/2021	127230	GOVERNMENT FORMS AND S	326259	2/15/2021	W-2'S	77.02	
	Voucher:			326295	2/15/2021	W-2'S	94.49	171.51
350299	3/12/2021	129261	GTT COMMUNICATIONS, INC.	INV4636671	3/1/2021	MARCH INTERNET SERVICES	227.60	227.60
	Voucher:							
350300	3/12/2021	134437	HANNA, MAGDI	MARCH/21	3/4/2021	REFUNDABLE DEPOSIT #697	1,500.00	1,500.00
	Voucher:							
350301	3/12/2021	129862	HERNANDEZ CART SERVICE,	41691	2/28/2021	MONTHLY CART RETRIVAL - (	1,200.00	1,200.00
	Voucher:							
350302	3/12/2021	134438	HERRERA, ALEX	MARCH/21	3/4/2021	REFUNDABLE DEPOSIT #690	500.00	500.00
	Voucher:							
350303	3/12/2021	127577	HINDERLITER, DE LLAMAS &	SIN006891	2/26/2021	3RD QTR SALES TAX AUDIT	6,453.49	6,453.49
	Voucher:							
350304	3/12/2021	122430	HOFFMAN MANAGEMENT &	(30221 - CIP 19-2	3/2/2021	5% RETENTION - P.O. 12-107	26,113.32	
	Voucher:			30221 - CIP 19-2	3/2/2021	5% RETENTION - P.O. 12-107	8,314.05	
				30221 - CIP 19-3	3/2/2021	5% RETENTION - P.O. 12-107	83,903.95	
				APPL #14 - CRE	3/2/2021	MEASURE S: CIP NO.19-22 - 7	-9,000.00	
				30221 - CIP 19-2	3/2/2021	MEASURE S: CIP NO.19-22 - 7	123,702.24	233,033.56
350305	3/12/2021	132391	HOLDINGS DOWNEY LLC	30121	2/1/2021	MEASURE S: RENT - 1.5 ACR	4,166.67	
	Voucher:			20121	1/1/2021	MEASURE S: RENT - 1.5 ACR	4,166.67	
				1012021 - REPL	12/4/2020	MEASURE S: RENT - 1.5 ACR	4,166.67	12,500.01

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350307	3/12/2021	101999 HOME DEPOT	1413305	1/11/2021	SUPPLIES	24.24	
	Voucher:		1511407	1/11/2021	SUPPLIES	202.27	
			1703750	1/11/2021	SUPPLIES	41.57	
			2903689	1/11/2021	SUPPLIES	76.58	
			94244	1/12/2021	SUPPLIES	109.38	
			8360003	1/14/2021	SUPPLIES	44.24	
			7545184	1/15/2021	SUPPLIES	17.51	
			6904285	1/16/2021	SUPPLIES	39.16	
			4900787	1/18/2021	SUPPLIES	79.07	
			3531356	1/19/2021	SUPPLIES	92.27	
			1042080	1/21/2021	SUPPLIES	289.75	
			1274730	1/21/2021	SUPPLIES	50.37	
			6611091	1/26/2021	SUPPLIES	119.90	
			6901571	1/26/2021	SUPPLIES	98.70	
			5073924	12/28/2020	SUPPLIES	149.34	
			5163212	12/28/2020	SUPPLIES	848.10	
			4040242	12/29/2020	SUPPLIES	215.34	
			4633983	12/29/2020	SUPPLIES	848.10	
			1544502	1/1/2021	SUPPLIES	30.89	
			620051	1/2/2021	SUPPLIES	14.03	
			8040668	1/4/2021	SUPPLIES	685.80	
			6040817	1/6/2021	SUPPLIES	354.66	
			6372924	1/6/2021	SUPPLIES	154.40	
			4273660	1/8/2021	SUPPLIES	45.73	
			4511257	1/8/2021	SUPPLIES	41.04	
			3114145	1/9/2021	SUPPLIES	78.65	
			2041177	1/10/2021	SUPPLIES	321.06	5,072.15
350308	3/12/2021	126310 IDEXX LABORATORIES, INC.	3079032193	2/8/2021	SNAP PARVO TESTS	731.68	
	Voucher:		221150510	2/28/2021	LAB TESTS	439.30	1,170.98
350309	3/12/2021	116962 INTERWEST CONSULTING GF66928		2/25/2021	JANUARY ON-CALL SERVICE	2,090.00	2,090.00
	Voucher:						
350310	3/12/2021	125406 JHM SUPPLY	62920	2/1/2021	SUPPLIES	2,108.38	2,108.38
	Voucher:						

Bank : bow BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350311	3/12/2021	128896	JJ'S AUTO SERVICE, INC.	46282	2/12/2021	PARTS & LABOR	743.40	
	Voucher:			46269	2/12/2021	LABOR	25.00	
				46279	2/12/2021	PARTS & LABOR	894.50	1,662.90
350312	3/12/2021	120258	LA SIGNS & BANNERS	71335	2/18/2021	BANNERS	218.90	218.90
	Voucher:							
350313	3/12/2021	134439	LARA, MARIA M.	MARCH/21	3/4/2021	REFUNDABLE DEPOSIT #799	500.00	500.00
	Voucher:							
350314	3/12/2021	134358	LAW OFFICE OF KATHY M. GA382		3/1/2021	PROFESSIONAL SERVICES -	7,135.00	7,135.00
	Voucher:							
350315	3/12/2021	132027	LEXISNEXIS, A DIVISION OF R806279-2021022		2/28/2021	ONLINE REPORTING - MONTI	1,562.50	1,562.50
	Voucher:							
350316	3/12/2021	102645	LIFE-ASSIST INC	1074732	2/10/2021	MEDICAL SUPPLIES	402.60	
	Voucher:			1078965	2/25/2021	MEDICAL SUPPLIES	1,577.40	
				1078612	2/24/2021	MEDICAL SUPPLIES	9,687.82	11,667.82
350317	3/12/2021	126725	LOS ANGELES CONSERVATIO1364-2-20		3/3/2021	9/1/20 - 2/28/21 LITTER ABATE	5,850.00	5,850.00
	Voucher:							
350318	3/12/2021	102733	LOS ANGELES COUNTY	211609VL	2/17/2021	1/1 - 1/31/21 PRISONER MAIN	343.53	343.53
	Voucher:							
350319	3/12/2021	134382	M & M LIFTS, INC.	5368	11/30/2020	PARTS & LABOR	2,056.07	2,056.07
	Voucher:							
350320	3/12/2021	103010	MCMASTER-CARR SUPPLY C(52857950		2/8/2021	GLASS-TUBE FUSES	19.68	
	Voucher:			52867695	2/8/2021	GLASS-TUBE FUSES	12.45	32.13
350321	3/12/2021	134440	MESA, VICTOR	MARCH/21	3/4/2021	REFUNDABLE DEPOSIT #690	500.00	500.00
	Voucher:							
350322	3/12/2021	103098	MID-CITIES HONDA/KAWASAK20200419		11/5/2020	ENGINE AND ABS REPAIRS T	6,228.19	6,228.19
	Voucher:							
350323	3/12/2021	116215	MISSION LINEN SUPPLY	514189303	2/11/2021	TOWELS	48.03	
	Voucher:			514275862	2/25/2021	TOWELS	48.03	96.06
350324	3/12/2021	127094	N. ORANGE COUNTY PET CLI9/1 - 9/30/21		11/12/2020	EMERGENCY VETERINARY S	3,500.00	3,500.00
	Voucher:							
350325	3/12/2021	132244	NANO'S SCREEN PRINTING	NSP-SP-021820	2/18/2021	WINDBREAKERS	152.49	152.49
	Voucher:							
350326	3/12/2021	106122	NATIONAL DATA & SURVEYIN(21-020042		2/16/2021	TRAFFIC DATA COLLECTION	105.00	105.00
	Voucher:							

Bank : bow BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350327	3/12/2021	126090	NIEMELA PAPPAS & ASSOCIA	3788	3/1/2021	MARCH GENERAL ADVOCAC	3,960.00	3,960.00
		Voucher:						
350328	3/12/2021	126174	OCEAN BLUE ENVIRONMENT,	34694	2/15/2021	HOMELESS ENCAMPMENT	1,555.60	1,555.60
		Voucher:						
350329	3/12/2021	103346	OFFICE DEPOT INC	153025258001	2/4/2021	OFFICE SUPPLIES	98.97	
		Voucher:		2469357506	2/2/2021	OFFICE SUPPLIES	38.49	
				154351371001	2/5/2021	OFFICE SUPPLIES	84.37	
				2469357503	2/2/2021	OFFICE SUPPLIES	668.09	
				154873954001	2/10/2021	OFFICE SUPPLIES	76.98	966.90
350330	3/12/2021	107800	ONTRAC	9124101	2/6/2021	DELIVERY SERVICE	46.97	46.97
		Voucher:						
350331	3/12/2021	125538	ONWARD ENGINEERING	5609	2/11/2021	JANUARY ON-CALL SERVICE	1,610.00	1,610.00
		Voucher:						
350332	3/12/2021	119469	ORANGE COUNTY SHERIFF	MARCH/21	3/8/2021	BASIC MOTOR OPERATOR	475.00	475.00
		Voucher:						
350333	3/12/2021	113607	PACIFIC SURVEYS, LLC	27477	2/10/2021	VIDEO SURVEY	2,999.00	2,999.00
		Voucher:						
350334	3/12/2021	119523	PACIFIC TELEMAGEMENT	2063210	2/25/2021	MARCH 2021 PAY PHONE FEE	363.00	363.00
		Voucher:						
350335	3/12/2021	103453	PARKHOUSE TIRE INC	1010781568	1/28/2021	BALANCE & VALVE STEMS	50.05	
		Voucher:		1010781188	1/28/2021	ROAD SERVICE	174.13	224.18
350336	3/12/2021	134432	PENA, DANIEL	Ref001645503	3/4/2021	UB Refund Cst #145542	65.00	65.00
		Voucher:						
350337	3/12/2021	127913	PIH HEALTH PHYSICIANS	25420	2/18/2021	COVID TESTS	200.00	
		Voucher:		25440	2/24/2021	COVID TESTS	1,700.00	1,900.00
350338	3/12/2021	134431	QUINTANA, KARLA LIZETH	Ref001645502	3/4/2021	UB Refund Cst #143721	65.00	65.00
		Voucher:						
350339	3/12/2021	111313	RADIO IP SOFTWARE INC	IN9895204	2/5/2021	SERVICE CONTRACT RENEW	5,026.80	5,026.80
		Voucher:						
350340	3/12/2021	115984	REGALADO, CARLOS	MARCH/21	3/9/2021	T2 RENEWAL	60.00	60.00
		Voucher:						
350341	3/12/2021	112349	RELIANCE STANDARD LIFE	INAPRIL/21	3/8/2021	INSURANCE PREMIUM	924.69	924.69
		Voucher:						
350342	3/12/2021	132599	RELX, INC, DBA: LEXISNEXIS	3093141252	2/28/2021	FEBRUARY CHARGES	229.00	229.00
		Voucher:						

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350343	3/12/2021	124483	RESOLVE INSURANCE SYSTE2-2021	3/1/2021	FEBRUARY COLLECTION SEI	4,584.46	4,584.46
		Voucher:					
350344	3/12/2021	110414	RESOURCE BUILDING MATER3035249	2/5/2021	CONCRETE MIX	5.48	
		Voucher:	3033457	2/3/2021	CONCRETE MIX	5.21	
			3029157	1/26/2021	EROSION CONTROL BAGS	627.50	638.19
350345	3/12/2021	106779	ROADLINE PRODUCTS INC U:16249	1/27/2021	4' LANCE	108.90	108.90
		Voucher:					
350346	3/12/2021	134441	ROBLES, WILLIAM MARCH/21	3/8/2021	REFUNDABLE DEPOSIT #692	4,034.07	4,034.07
		Voucher:					
350347	3/12/2021	126183	SEATING COMPONENT MANU3620	2/15/2021	PLASTIC LINERS & DOME LIC	1,467.30	
		Voucher:	3621	2/15/2021	DOME LIDS	2,912.70	4,380.00
350348	3/12/2021	123517	SEIU 721 Ben1645873	3/12/2021	SEAACA DUES: PAYMENT	492.79	492.79
		Voucher:					
350349	3/12/2021	132950	SEMONES, RICHARD MARCH/21	3/4/2021	REFUNDABLE DEPOSIT #697	500.00	500.00
		Voucher:					
350350	3/12/2021	107239	SHERWIN-WILLIAMS 7621-0	2/2/2021	SUPPLIES	82.10	
		Voucher:	7357-7 - 2021	2/16/2021	SUPPLIES	52.93	135.03
350351	3/12/2021	132808	SMITH DAWSON & ANDREWS1009961	3/1/2021	FEDERAL LEGISLATIVE ADVC	3,400.00	3,400.00
		Voucher:					
350352	3/12/2021	104196	SOUTH COAST AIR QUAL MGISITE ID# 44298/	3/4/2021	ANNUAL PROGRAM ANALYSIS:	867.39	867.39
		Voucher:					
350353	3/12/2021	104196	SOUTH COAST AIR QUAL MGI3775293	2/16/2021	FLAT FEE FOR LAST FY EMIS	136.40	
		Voucher:	3773384	2/16/2021	EM ELEC GEN-DIESEL RENEV	421.02	557.42
350354	3/12/2021	115738	SOUTH COAST EMERGENCY 502557	2/10/2021	REPAIRS - TRUCK #611	15,633.01	
		Voucher:	502645	2/16/2021	PARTS & LABOR	2,555.90	
			502638	2/16/2021	PARTS	792.94	18,981.85

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
350355	3/12/2021	104208	SOUTHERN CALIFORNIA EDIS	2-00-417-3100/M	3/4/2021	ELECTRICITY	915.95
	Voucher:		2-34-922-8106/F	2/26/2021	ELECTRICITY	23.92	
			2-29-835-0653/F	2/27/2021	ELECTRICITY	2,281.58	
			2-36-538-1060/F	2/26/2021	ELECTRICITY	28.11	
			2-41-758-6955/F	2/27/2021	ELECTRICITY	1,698.99	
			2-00-417-4447/M	3/4/2021	ELECTRICITY	6,792.50	
			2-37-167-1975/M	3/2/2021	ELECTRICITY	15.98	
			2-18-790-6904/F	2/27/2021	ELECTRICITY	309.15	
			2-00-417-2748/M	3/4/2021	ELECTRICITY	7,499.19	
			2-00-417-4454/M	3/4/2021	ELECTRICITY	6,621.58	
			2-24-077-0933/M	3/3/2021	ELECTRICITY	2,034.01	
			2-00-417-4439/M	3/4/2021	ELECTRICITY	13.35	28,234.31
350356	3/12/2021	104210	SOUTHERN CALIFORNIA GAS	178 106 4317 5/I	2/26/2021	GAS	99.44
	Voucher:		077 306 4283 7/I	2/26/2021	GAS	226.84	
			157 306 5472 8/I	3/1/2021	GAS	141.30	
			176 206 7900 5/I	3/2/2021	GAS	897.27	1,364.85
350357	3/12/2021	134449	ST. FRANCIS ELECTRIC, LLC	20125701	11/17/2020	APOLLO PARK	2,200.00
	Voucher:		20125702	11/30/2020	APOLLO PARK	2,550.00	
			20125703	11/30/2020	APOLLO PARK	2,750.00	
			20125704	1/31/2021	STREET LIGHT REPAIRS	2,940.00	
			20125705	1/31/2021	STREET LIGHT REPAIRS	1,100.00	
			20125706	1/31/2021	STREET LIGHT REPAIRS	2,552.00	
			20125707	1/31/2021	STREET LIGHT REPAIRS	1,910.26	
			20125708	1/31/2021	STREET LIGHT REPAIRS	2,172.00	18,174.26
350358	3/12/2021	112322	STANDARD INS CO - UNIT 22, Ben	1645829	3/12/2021	LIFE INS & AD&D: PAYMENT	7,618.59
	Voucher:		Ben1645835	3/12/2021	LTD INSURANCE CITY: PAYMI	7,333.42	14,952.01
350359	3/12/2021	130597	STANDARD INSURANCE COM	Ben1645819	3/12/2021	STANDARD ADL LIFE INS PO	3,095.46
	Voucher:						3,095.46
350360	3/12/2021	124642	STANTEC CONSULTING SERV	1733939	12/11/2020	CASH CONTRACT NO. S.S.63	2,490.00
	Voucher:		1753779	2/12/2021	CASH CONTRACT NO. S.S.63	1,510.00	
			1734040	12/11/2020	CAPITAL IMPROVEMENT PRC	3,945.00	7,945.00



Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350362	3/12/2021	104256	STAPLES ADVANTAGE	7324839167-0-1	2/16/2021	OFFICE SUPPLIES	101.54	
	Voucher:			7323974181-0-1	2/3/2021	OFFICE SUPPLIES	108.77	
				7324344995-0-1	2/9/2021	OFFICE SUPPLIES	81.09	
				7324971799-0-1	2/18/2021	OFFICE SUPPLIES	38.26	
				7325225389-0-2	2/23/2021	OFFICE SUPPLIES	147.51	
				7324248727-0-1	2/8/2021	OFFICE SUPPLIES	99.45	
				7324748170-0-1	2/15/2021	OFFICE SUPPLIES	123.83	
				7324878058-0-1	2/17/2021	OFFICE SUPPLIES	80.83	
				7324748170-0-2	2/15/2021	OFFICE SUPPLIES	44.37	
				7324855780-0-1	2/17/2021	OFFICE SUPPLIES	164.53	
				7324364787-0-1	2/9/2021	OFFICE SUPPLIES	87.01	
				7323844048-0-1	2/2/2021	OFFICE SUPPLIES	58.73	
				7324961779-0-2	2/22/2021	OFFICE SUPPLIES	29.69	
				7324961779-0-1	2/18/2021	OFFICE SUPPLIES	199.61	
				7323870364-0-1	2/2/2021	OFFICE SUPPLIES	42.26	
				7324116279-0-1	2/5/2021	OFFICE SUPPLIES	17.51	
				7325240857-0-1	2/23/2021	OFFICE SUPPLIES	141.27	
				7324116279-0-2	2/5/2021	OFFICE SUPPLIES	60.13	
				7324798921-0-1	2/16/2021	OFFICE SUPPLIES	131.23	
				7324591385-0-1	2/11/2021	OFFICE SUPPLIES	169.92	
				7320981937-2-1		CREDIT MEMO	-42.89	
				7324839167-0-3	2/16/2021	OFFICE SUPPLIES	23.47	
				7324839167-0-2	2/16/2021	OFFICE SUPPLIES	23.97	1,932.09
350363	3/12/2021	134433	STATNEKOV, ISAAC	Ref001645504	3/4/2021	UB Refund Cst #149030	144.22	144.22
	Voucher:							
350364	3/12/2021	119069	STAY GREEN INC.	29643	2/28/2021	FEBRUARY LANDSCAPE MAIL	840.00	840.00
	Voucher:							
350365	3/12/2021	131144	SUPERIOR SWEEPING LTD.	228-0321	3/1/2021	STREET SWEEPING SERVICE	416.88	416.88
	Voucher:							
350366	3/12/2021	104370	TARGET SPECIALTY PRODUCINVP500386332		2/25/2021	GLOVES, GOGGLES & COVEI	228.17	228.17
	Voucher:							
350367	3/12/2021	130483	THE ADVANTAGE GROUP	Ben1645821	3/12/2021	TAG FLEX125 MEDICAL PRE	11,242.70	11,242.70
	Voucher:							

Bank : bow BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350368	3/12/2021	103017	TIME WARNER CABLE	1271614021821	2/18/2021	ACCT# 8448300531271614	221.09	
	Voucher:			1182381022421	2/24/2021	ACCT# 8448300531182381	1,068.90	
				81600022221	2/22/2021	ACCT# 8448300530081600	159.70	1,449.69
350369	3/12/2021	103017	TIME WARNER CABLE	2356944022121	2/21/2021	ACCT# 8245100332356944	503.34	503.34
	Voucher:							
350370	3/12/2021	134442	TORRES, GUADALUPE	MARCH/21	3/4/2021	REFUNDABLE DEPOSIT #698	500.00	500.00
	Voucher:							
350371	3/12/2021	132146	TRANSTECH ENGINEERS, INC	20204375	1/1/2021	PROFESSIONAL PLAN REVIE	4,130.00	4,130.00
	Voucher:							
350372	3/12/2021	134429	TREPTE, AR	Ref001645500	3/4/2021	UB Refund Cst #107242	21.28	21.28
	Voucher:							
350373	3/12/2021	106977	U C REGENTS	2831	3/1/2021	CONTINUING EDUCATION AN	5,387.57	5,387.57
	Voucher:							
350374	3/12/2021	104574	UNDERGROUND SERVICE AL	dsb20200188	2/21/2021	CALIFORNIA STATE FEE	144.21	144.21
	Voucher:							
350376	3/12/2021	120080	UNIFORM DEPOT INC., DBA: M	5483	2/2/2021	F. VILLA	196.94	
	Voucher:			5509	2/4/2021	A. HILDEBRAND	966.56	
				5507	1/28/2021	J. CRIVELLO	695.05	
				5506	1/28/2021	N. FRANKS	684.10	
				5501	1/15/2021	J. SILAGY	654.48	
				5502	12/3/2021	R. SAMPSON	353.52	
				5503	1/23/2021	P. BROWNE	290.07	
				5504	1/23/2021	A. RIOS	15.33	
				5505	1/28/2021	J. VILLANUEVA	118.26	
				5508	2/4/2021	P. BROWNE	176.19	
				5523	2/22/2021	J. DANIEL	39.42	
				5521	2/22/2021	A. PULIDO	656.67	
				5520	2/18/2021	M. CASTRO	240.79	
				5519	2/18/2021	A. VILLEGAS	61.32	
				5518	2/9/2021	A. HONRATH	153.19	
				5499	2/4/2021	R. DIAZ	142.30	
				5498	2/4/2021	D. OLIVARES	153.25	
				5522	2/22/2021	J. BROWN	32.85	5,630.29
350377	3/12/2021	114510	UNITED SITE SERVICES OF C	114-11644008	2/22/2021	CIP NO. 18-14 - RESIDENTIAL	49.96	49.96
	Voucher:							

Bank : bow BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
350378	3/12/2021	104603	UNITED WAY OF GREATER L/Ben1645861	3/12/2021	UNITED WAY: PAYMENT	6.50	6.50	
		Voucher:						
350379	3/12/2021	104629	V & V MANUFACTURING INC 52150	2/17/2021	POLICE BADGES	235.29		
		Voucher:	52151	2/17/2021	POLICE BADGES	823.52		
			52152	2/17/2021	BADGE REPAIRS	37.55	1,096.36	
350380	3/12/2021	119815	VAN, DAVID MARCH/21	3/9/2021	LONE ACTIVE SHHOOTER CC	38.62	38.62	
		Voucher:						
350381	3/12/2021	127485	VERIZON BUSINESS SERVICE71756183	2/20/2021	JAN 2021 - EVDO TO PIP	2,936.65	2,936.65	
		Voucher:						
350382	3/12/2021	104664	VICTOR MEDICAL COMPANY 5254300	2/16/2021	SUPPLIES	1,796.77	1,796.77	
		Voucher:						
350383	3/12/2021	130197	VIGILANT SOLUTIONS, LLC 35524 RI	9/8/2020	ANNUAL SOFTWARE LICENS	16,640.00	16,640.00	
		Voucher:						
350384	3/12/2021	111484	VILLASENOR-GALVAN, MELIS:MARCH/21	3/5/2021	PETTY CASH	259.20	259.20	
		Voucher:						
350385	3/12/2021	130484	VISION SERVICE PLAN Ben1645823	3/12/2021	VSP VISION PRE TAX: PAYME	4,474.68		
		Voucher:	Ben1645865	3/12/2021	VSP - RETIREE/COBRA: PAYM	45.72	4,520.40	
350386	3/12/2021	134443	WARD, ARLEEN BLD-21-00287	3/5/2021	BLDG PERM REFUND - DUPL	94.46	94.46	
		Voucher:						
350387	3/12/2021	123888	WEDGEWOOD PHARMACY 9382132	2/16/2021	MEDICAL SUPPLIES	108.36		
		Voucher:	9386703	2/17/2021	MEDICAL SUPPLIES	189.75	298.11	
350388	3/12/2021	126722	WILLIAMS PIPELINE CONTRA3 - CIP 21-16	3/1/2021	CIP NO.21-16 - WILDERNES F	51,952.72	51,952.72	
		Voucher:						
350389	3/12/2021	127327	WINDSTREAM - PAETEC 73554138	3/1/2021	TELEPHONE SERVICE	1,878.45	1,878.45	
		Voucher:						
350390	3/12/2021	123624	ZOETIS INC. 9012450195	2/4/2021	MEDICAL SUPPLIES	1,936.00	1,936.00	
		Voucher:						
350391	3/12/2021	128118	ZUMAR INDUSTRIES INC. 90380	10/27/2020	STREET SIGNS AND BRACKE	4,189.59		
		Voucher:	90385	10/27/2020	STREET SIGNS AND BRACKE	903.33		
			91509	1/22/2021	BANDS	724.88	5,817.80	
0004090	3/12/2021	104915	CALPERS Ben1645877	3/12/2021	ANTHEM SELECT HMO: PAYM	425,622.33	425,622.33	
		Voucher:						
0004092	3/12/2021	102097	INTERNAL REVENUE SERVICEBen1645881	3/12/2021	FEDERAL TAX: PAYMENT	279,705.98	279,705.98	
		Voucher:						

---

Bank : bow BANK OF THE WEST (Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
0004093	3/12/2021	101533	EMPLOYMENT DEVELOPMENBen1645883	3/12/2021	STATE TX: PAYMENT	87,637.91	87,637.91
		Voucher:					
0004094	3/12/2021	133773	SLS EXPERTPAY Ben1645886	3/12/2021	CHILD SUPPORT: PAYMENT	3,430.62	3,430.62
		Voucher:					
<b>Sub total for BANK OF THE WEST:</b>							<b>1,580,842.75</b>

188 checks in this report.

Grand Total All Checks: 1,936,574.05



Item No.  
APPROVED BY  
CITY MANAGER

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
FROM: OFFICE OF THE CITY MANAGER  
BY: DELFINO CONSUNJI, PE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
DATE: MARCH 23, 2021  
SUBJECT: ACCEPT WORK FOR PLANTING OF 540 TREES BY THE LOS ANGELES CONSERVATION CORPS

RECOMMENDATION

That the City Council:

- 1) Accept work for the planting of 540 trees by the Los Angeles Conservation Corps as part of the California Department of Forestry and Fire Protection (CAL-FIRE) grant;
- 2) Approve final construction contract amount of \$159,883.69; and
- 3) Authorize Public Works Director/City Engineer to file the Notice of Completion with the Los Angeles County Recorder's Office.

BACKGROUND

To help the City of Downey achieve its urban forest vision and management goals, in July 2017, the City applied and received a CAL-FIRE grant in the amount of \$379,750 for the development and preparation of an Urban Forest Management Plan (UFMP) and planting of 540 trees in the City.

On November 13, 2018, the City Council approved a professional services agreement with Dudek in the amount of \$101,655 for the development and preparation of the Urban Forest Management Plan (UFMP). During the development of the UFMP, it was determined that a Streets Tree Master Plan (STMP) was necessary in order to have a comprehensive and functional management plan. Consequently, on October 13, 2020, the City Council approved a professional services agreement with Dudek in the amount of \$26,333 for the preparation of the STMP. The UFMP and STMP have been completed and staff is recommending adoption of both documents in a separate item on tonight's agenda.

On October 22, 2019, the City Council awarded a contract in the amount of \$192,796.96 to the Los Angeles Conservation Corps for the planting of 540 trees in the City. In accordance with the CAL-FIRE grant requirements, planting of trees need to be completed by March 31, 2021.

**DISCUSSION**

Due to the ensuing pandemic and COVID-19 restrictions, the planting of the 540 trees in the City was delayed and did not start until October 2020. For planting efficiencies and ease of maintenance, Public Works staff worked with the Los Angeles Conservation Corps in identifying and selecting sites which qualified under the CAL-FIRE grant guidelines and provided the most tree planting opportunities. The areas which best met these criteria are shown on the attached project location map (Attachment A). As part of the community outreach effort and to advise residents that trees were proposed to be planted within the City’s right-of-way fronting their properties, door hangers (Attachment B) were placed at the affected properties. Property owners were provided the opportunity to decline the tree by the calling the telephone number provided on the door hanger.

In accordance with the CAL-FIRE grant requirements, the City planted 540 15-gallon trees comprised of 11 different species approved by CAL-FIRE. The following table provides a list of the different species of trees and the quantities that were planted as part of this project:

No.	Tree Species	Common Name	Number Planted
1	Cinnamimum camphor	Camphor Tree	49
2	Lagerstroemia indica	Crape Myrtle	49
3	Tristania laurina	Water Gum	49
4	Pinus eldarica	Mondell Pine	49
5	Pinus caneriensis	Canary Island Pine	49
6	Tabebuia avellandae	Pink TrumpetTree	49
7	Tristania conferta	Brisbane Box	49
8	Platanus racemos	California Sycamore	50
9	Schinus molle	California Pepper Tree	49
10	Sophora japonica	Japanese Pagoda Tree	49
11	Pistacia chinesis	Chinese Pistache	49
<b>Total</b>			<b>540</b>

These trees will provide long-term benefits to the City and the residents including increasing the City’s urban forest tree canopy, increasing biodiversity, improving air quality, promoting active and healthy communities, increasing carbon sequestration and carbon storage, reducing storm water run-off and increasing property values.

Because the CAL-FIRE grant will only reimburse the City for expenses incurred through March 31, 2021, the cost for watering of the trees in the amount of \$32,913.27 will be deducted from the Los Angeles Conservation Corps’ contract amount as this task has not been completed. Thus, the final contract amount is \$159,883.69.

Public Works staff conducted the final punch list walk-through and inspection on March 12, 2021. Likewise, CAL-FIRE completed its final inspection of the project on March 16, 2021. As such, staff is recommending that the City Council accept the planting of the 540 trees as complete and authorize the Public Works Director/City Engineer to file the Notice of Completion with the Los Angeles County Recorder’s Office.

**CALFIRE GRANT TREE PLANTING PROJECT LOS ANGELES CONSERVATION CORPS –  
ACCEPTANCE**

March 23, 2020

PAGE 2

**CITY COUNCIL PRIORITIES**

Quality of Life, Infrastructure & Parks

**FISCAL IMPACT**

The final total cost of this tree planting project is as follows:

<b>Item</b>	<b>Amount</b>
Original Contract Amount	\$192, 798.96
Less: Cost of watering	<32,913.27>
<b>Final Amount</b>	<b>\$159,883.69</b>

This project was fully funded by the CAL-FIRE grant.

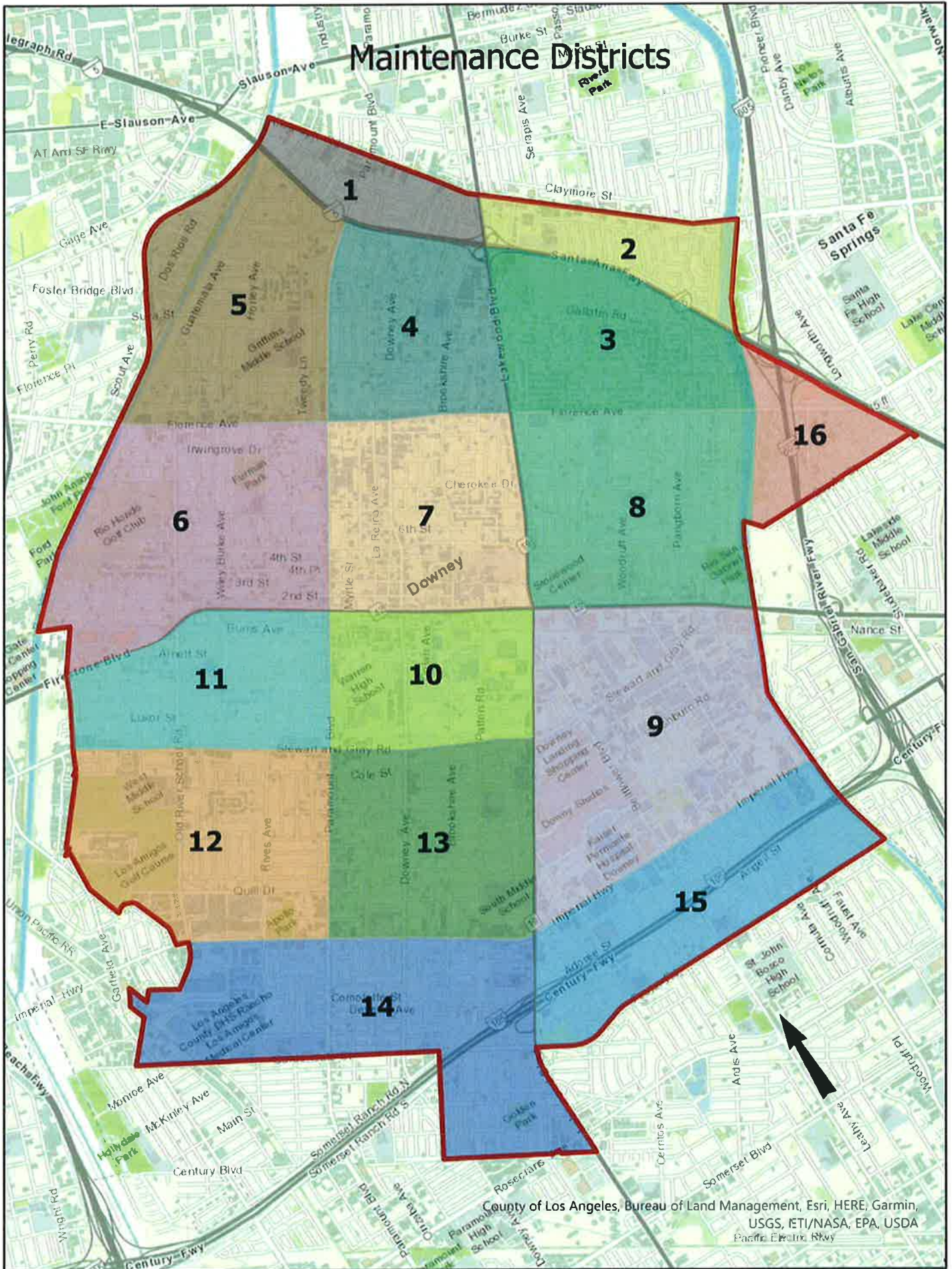
**ATTACHMENTS:**

Attachment A: Project Location Map

Attachment B: Project Door Hanger



# Maintenance Districts



County of Los Angeles, Bureau of Land Management, Esri, HERE, Garmin, USGS, ETI/NASA, EPA, USDA Pacific Electric Rwy



## NEW TREE COMING TO THE BLOCK



Dear Resident,

The City of Downey received a grant from CALFIRE to prepare an Urban Forest Management Plan and to plant 540 trees. The Los Angeles Conservation Corp was contracted to plant these trees. The trees will be planted in the City's right-of-way and not on private property. These trees will be planted and cared for by the Los Angeles Conservation Corp for the first 6 months and afterwards by the City of Downey.

Prior to the planting, Dig Alert will survey the location for underground utility lines. The presence of a utility line will determine if, and where the tree may be planted. The final placement may have to be adjusted in order to avoid these utility lines.

### WAYS YOU CAN HELP

Test soil by placing your finger 4" down. If the soil is dry, water the tree. After the first month, give 15-gallons a week or every two weeks.



= 15 gal.

### WEEDS, TRASH, AND GRASS

Keep the base of the tree free from trash, weeds, and grass so the tree can receive water and nutrients. Do not use a weedwacker around the trunk! Bark injuries can kill the tree.

Trees are vital to the environment and provide many lasting benefits such as cleaner and cooler air, reduced stormwater pollution, shade, lower energy bills and increased property values.

Thank you for enhancing the environmental benefits to our City and for contributing to the beautification of your neighborhood. If you have any questions or concerns, please contact City of Downey Maintenance Division at (562) 904-7194



**A Tree City USA Community**

**Funded by California Investments Grant**

**ATTACHMENT B**





APPROVED BY  
CITY MANAGER

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** OFFICE OF THE CITY MANAGER  
**BY:** DEAN R. MILLIGAN, CHIEF OF POLICE

**DATE:** MARCH 23, 2021

**SUBJECT:** AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES FOR THE POLICE ON CAMPUS PROGRAM

---

**RECOMMENDATION**

That the City Council authorize the City Manager to approve an Agreement between the City of Downey and the Downey Unified School District for School Resource Officer Services for the Police on Campus Program.

**DISCUSSION**

The Downey Unified School District (“District”) has approached the City of Downey (“City”) to provide three police officers, on an overtime basis, to serve as School Resource Officers (SROs) at each of the following schools: Downey High School, Warren High School, and Columbus High School in connection with the District’s Police on Campus Program for the academic year 2020-21. The District will pay the City the costs of the SROs for the academic year.

**CITY COUNCIL PRIORITIES**

Efficiency & Adaptability  
Quality of Life, Infrastructure & Parks  
Public Engagement

**FISCAL IMPACT**

There is no fiscal impact to the City. The District will be invoiced by the City for the cost of the SROs for the academic year.

**ATTACHMENT**

Attachment A: Agreement

**AGREEMENT BETWEEN THE CITY OF DOWNEY  
AND THE DOWNEY UNIFIED SCHOOL DISTRICT  
FOR SCHOOL RESOURCE OFFICER SERVICES FOR  
POLICE ON CAMPUS PROGRAM**

This Agreement for School Resource Officer Services for the Police On Campus Program ("Agreement") is entered into this 23rd day of March, 2021, by and between the City of Downey, a municipal corporation and charter city ("CITY") and the Downey Unified School District, a public body corporate ("DISTRICT"), hereinafter referred to jointly as the "Parties".

**WHEREAS**, DISTRICT wishes to engage the CITY to provide school resource officer services at Downey High School, Warren High School, and Columbus High School in connection with the DISTRICT's Police on Campus Program for the academic year 2020-21; and

**WHEREAS**, CITY possesses the special experience, knowledge and expertise necessary to provide school resource officer services, and desires to provide said services to DISTRICT pursuant to the terms and conditions as set forth in this Agreement; and

**NOW, THEREFORE**, CITY and DISTRICT agree as follows:

**Section 1.** Scope of Services. CITY shall provide to DISTRICT the Scope of Services as described in Exhibit "A", attached hereto and incorporated by reference herein.

**Section 2.** Term. This Agreement shall commence March 29, 2021 and shall terminate on May 28, 2021.

**Section 3.** Compensation.

(A) DISTRICT shall compensate CITY for the Scope of Services for the academic year. CITY shall submit to DISTRICT a monthly itemized statement which indicates work completed and hours of services rendered by CITY. DISTRICT shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

**Section 4.** Independent Contractor.

The relationship between the Parties under this Agreement shall be one of independent contractor. The police officers who provide school resource officer services under this Agreement shall not be employees or agents of DISTRICT

and are not entitled to participate in any DISTRICT pension plans, retirement, health and other benefits provided by DISTRICT to its employees. The police officers providing services under this Agreement shall report directly to the Downey Chief of Police or his designee through the Downey Police Department chain of command. The Downey Police Department shall maintain direct supervisory control over the assigned school resource officers. The DISTRICT shall have the right to request that a school resource officer be replaced if his or her performance is unsatisfactory to DISTRICT.

**Section 5. Indemnification.**

(A) DISTRICT shall indemnify, hold harmless and defend CITY, and CITY's officers, officials, employees, agents and volunteers from any all loss, liability, fines, penalties, forfeitures, costs and damages, whether in contract, tort or strict liability, including but not limited to personal injury and property damage, incurred by any person arising directly or indirectly from the negligent or intentional acts or omissions of DISTRICT, or DISTRICT's officers, directors, trustees, officials, employees, agents and volunteers in the performance of this Agreement.

(B) CITY shall indemnify, hold harmless and defend DISTRICT, and DISTRICT's officers, directors, trustees, officials, employees, agents and volunteers from any all loss, liability, fines, penalties, forfeitures, costs and damages, whether in contract, tort or strict liability, including but not limited to personal injury and property damage, incurred by any person arising directly or indirectly from the negligent or intentional acts or omissions of CITY, or CITY's officers, officials, employees, agents and volunteers in the performance of this Agreement.

(C) In the event of concurrent negligence on the part of CITY or any of its officers, officials, employees, agents and volunteers and DISTRICT, or any of its officers, directors, trustees, officials, employees, agents and volunteers, the liability for any and all such claims, demands and actions in law and in equity for such loses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(D) This section shall survive expiration or termination of this Agreement.

**Section 6. Insurance.**

It is understood and agreed that CITY AND DISTRICT maintain insurance policies or self-insurance programs to fund their respective liabilities.

**Section 7. Termination.**

This Agreement may be terminated by either Party at any time with or without cause, by providing thirty (30) days prior written notice to the other Party. In the event of termination by either Party, CITY shall be compensated for services rendered through the effective date of termination.

**Section 8. Notices.**

A. Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY: Downey Police Department  
10911 Brookshire Avenue  
Downey, CA 90241  
Attn: Lt. Scott Loughner

TO DISTRICT: Downey Unified School District  
11627 Brookshire Avenue  
Downey, CA 90241  
Attn: Dr. Robert Jagielski, Senior Director,  
Student Services Department

B. Notices shall be deemed to be given as of the date of personal service, or two (2) days following the deposit of the same by first class mail in the course of transmission of the United States Postal Service.

**Section 9. Waiver.**

The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or different provisions of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provisions herein.

**Section 10. Binding Effect.**

This Agreement shall be binding upon the Parties hereto and their successors in interest.

**Section 11. Assignment.**

Neither Party may assign, subcontract or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement. Any

attempt to assign, subcontract or transfer all or any rights or obligations under this Agreement shall be null and void.

**Section 12. Compliance with Laws.**

The Parties shall comply with all applicable laws in performing their respective obligations under this Agreement.

**Section 13. Entirety of Agreement.**

This Agreement contains the entire agreement between CITY and DISTRICT with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager of CITY shall have the authority to sign any supplement, modification or amendment to this Agreement.

**Section 14. Governing Law; Venue.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State courts of the County of Los Angeles or where appropriate, in the United States District Court, Central District of California, Los Angeles, California.

**Section 15. Severability.**

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision of this Agreement shall not affect the other provisions.

**Section 16. Captions and Headnotes.**

The captions and headnotes or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent of this Agreement.

**Section 17. Ratification by the Parties.**

This Agreement is not enforceable until and unless it is approved and/or ratified by the respective governing bodies of CITY and DISTRICT.

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto on the day and year first herein above written.

CITY OF DOWNEY

DOWNEY UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Gilbert A. Livas, City Manager

By \_\_\_\_\_  
Dr. John Garcia, Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Maria Alicia Duarte, CMC, City Clerk

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Yvette M. Abich Garcia, City Attorney

\_\_\_\_\_  
Legal Counsel



**EXHIBIT A  
SCOPE OF SERVICES**

CITY shall provide the following services:

CITY, through its Police Department, will assign one (1) police officer on an overtime basis to serve as a school resource officer (SRO) to each of the following school campuses: Downey High School, Warren High School, and Columbus High School.

The duties of the SRO are as follows:

- Be a visible, active and high profile SRO on campus to promote safety and positive relationships.
- Be a link between the school community and the Downey Police Department. Interaction with staff and students is high priority. If asked, the SRO will assist teachers with material to help explain the job of the SRO and the criminal justice system.
- Be a role model and mentor for students.
- Walk the halls and common areas of the school campus, particularly during times of high student movement to provide crime prevention and assist with student/staff safety.
- Detect and deter criminal activity, take reports of incidents, and refer matters of law enforcement concern to the appropriate authority. Any police matters should be referred to Downey Police Department supervisors and DISTRICT staff.

The SROs shall report to the school campuses specified above in accordance with the following schedule:

School Resource Officer Schedule  
2020-2021

	<b>Warren</b>	<b>Downey</b>	<b>Columbus</b>
Monday	0915-1515	0930-1530	0915-1415
Tuesday	0915-1515	0930-1530	0915-1415
Wednesday	0915-1515	0915-1445	0915-1415
Thursday	0915-1515	0915-1445	0915-1415
Friday	0915-1515	0930-1530	0915-1415

\*Hours are subject to change at the written request of the DISTRICT\*



Item No.


**APPROVED BY  
CITY MANAGER**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: OFFICE OF THE CITY MANAGER  
BY: DEAN R. MILLIGAN, CHIEF OF POLICE**

**DATE: MARCH 23, 2021**

**SUBJECT: APPROVE THE AGREEMENT WITH G4S SECURE SOLUTIONS FOR THE  
OPERATION OF THE DOWNEY CITY JAIL**



---

### RECOMMENDATION

That the City Council approve the Agreement with G4S Secure Solutions (G4S), for the operation of the Downey City Jail, and authorize the Mayor to sign the Agreement.

### BACKGROUND

The current contract with G4S was approved in March 2020 for a 1-year term, including three one-year extensions. The current contract expired on February 28, 2021.

This program was partially funded with monies from the Supplemental Law Enforcement Services Fund (SLESF) COPS grant.

### DISCUSSION

In September of 2019, the City of Downey issued a Request for Proposal (RFP) for jail services. During this time period we received responses from two jail services providers: The GEO Group, Inc. and G4S. Subsequently, the Chief and his management staff evaluated the qualifications of the two jail service providers.

Based on the results of the evaluation of the proposals G4S provided the lowest and most cost effective bid. Therefore, it was recommended that the City enter into a one-year contractual jail services agreement with G4S commencing March 1, 2020 through February 28, 2021, including three one-year extensions.

The new proposed jail services agreement offered by G4S is for an annual cost of \$327,741.64. This is an approximate 1% increase over last year's cost of \$321,409.92.

APPROVE THE AGREEMENT WITH G4S SECURE SOLUTIONS FOR THE OPERATION OF THE  
DOWNEY CITY JAIL  
MARCH 23, 2021  
PAGE 2

## **CITY COUNCIL PRIORITIES**

Fiscal Responsibility

## **FISCAL IMPACT**

The Police Department's 2020-2021 operating budget currently allocates \$340,000 for the jail services contract account #10-4-2112-0700.

## **ATTACHMENT**

Attachment A – Jail Services Agreement

**AGREEMENT BETWEEN THE CITY OF DOWNEY  
AND G4S SECURE SOLUTIONS (USA) INC. FOR SUPPLEMENTAL SERVICES  
FOR THE OPERATION AND  
MANAGEMENT OF THE DOWNEY CITY JAIL**

**NAME OF CONTRACTOR:** G4S Secure Solutions (USA) Inc.

**PRINCIPAL OF CONTRACTOR:** Erik Fields, Vice President, Southern California

**CONTRACTOR ADDRESS:**  
2300 E. Katella Avenue, Suite 150  
Anaheim, CA 92806  
Phone (714) 939-4900

**CITY'S NAME AND ADDRESS:** City of Downey  
1111 Brookshire Ave  
Downey, CA 90241  
Attention: City Manager

**SERVICE COMMENCEMENT DATE:** March 1, 2021

**AGREEMENT BETWEEN THE CITY OF DOWNEY  
AND G4S SECURE SOLUTIONS (USA) INC. FOR SUPPLEMENTAL  
SERVICES FOR THE OPERATION AND MANAGEMENT OF THE  
DOWNEY CITY JAIL**

THIS AGREEMENT (“Agreement”) is dated and executed on March 9, 2021, by and between the City of Downey, California municipal corporation and charter city (“City”) and G4S Secure Solutions (USA) Inc., a Florida corporation, authorized to do business in the State of California (“Contractor”).

**RECITALS**

WHEREAS, City owns, operates and manages a City jail used to book, fingerprint, house and care for detainees with its own employees; and

WHEREAS, City and Contractor desire to enter into an agreement whereby Contractor will provide supplemental services to City for the operation, management and supervision of City’s existing jail in accordance with the laws, rules, regulations and procedures of the State of California, including without limitation California Code of Regulations Titles 15 and 24, and as set forth in this Agreement; and

WHEREAS, Assembly Bill 32 prohibits the operation of a private detention facility within the State of California. (Cal. Penal Code § 9501); and

WHEREAS, City and Contractor agree that Contractor does not operate or manage the City Jail as defined under AB 32 and Cal. Penal Code §§ 9500(b) and 9501 as the City Jail is not a detention facility as defined in Penal Code Section 9500(a) and (b); and

WHEREAS, the City Jail is a facility which cites and releases detainees or serves as a temporary holding facility for detainees to transport to other facilities with no allowance for holding detainees for pre- or post- court appearances; and

WHEREAS, the City wishes to retain the supplemental services of Contractor and Contractor wishes to provide such supplemental services to assist the City and the Downey Police Department in operating and managing the City jail; and

WHEREAS, City and Contractor are authorized to enter into this Agreement under applicable law.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

**Section 1. Definitions.**

A. “City’s Technical Representative” (sometimes referred to as the Jail Supervisor) shall mean the person assigned by the Department as the official liaison or point of contact between the City and Contractor on all matters pertaining to the operation and

management of the City's Jail Facility, who works for, and is paid by, the City. The Jail Supervisor will be the point of contact between the City and Site Supervisor on day-to-day operations, unless the Department appoints a different point of contact. Decisions regarding policy or operational changes will necessarily be forwarded up the chain of command through the Records and Jail Manager to the Administrative Services Division Commander. The City's Technical Representative shall act as the Facility Administrator and Facility Manager required by Title 15, Minimum Standards for Local Detention Facilities, issued by the Board of State and Community Corrections.

B. "Department" shall mean the City of Downey Police Department.

C. "Employee" shall mean any person employed by and/or under contract by the Contractor, expressed or implied, oral or written, to provide the services under this Agreement. Employee shall include the Site Supervisor and persons employed as Jailers.

D. "Jail" or "Jail Facility" shall mean the City of Downey Jail facility located at 10911 Brookshire Avenue, Downey, CA 90241, and identified by the California Board of Corrections as a Type 1, used for the confinement of persons for the defined time under the definition of a "Type I" facility or less pending their release, transfer or appearance in court.

E. "Jailer" shall mean Employees and the Site Supervisor who perform the services under this Agreement and in accordance with applicable laws.

F. "Jail Bureau Manuals" shall mean the official policy and procedure manual of the Department for the operation of the Jail, including protocol for Jailer conduct, and is comprised of the Jail Operations Manual, Jail Bureau Medical Procedures Manual, Jail Bureau Emergency Procedures Manual, Downey Police Department Manual and applicable Downey Administrative Regulations as determined by the City's Technical Representative, which shall hereafter be referenced collectively as the "Jail Bureau Manuals", including any and all amendments issued to such manuals or administrative regulations during the term of this Agreement. The maintenance and revision of the Jail Bureau Manuals shall be the responsibility of the City, and shall be in compliance with City requirements, all legal mandates, and all Minimum Standards. The Jail Bureau Manuals will be reviewed and approved by the City's Technical Representative periodically as required. The Site Supervisor will be advised in writing of any revisions to the Jail Bureau Manuals made by the City's Technical Representative prior to implementation. If any new manuals or administrative regulations are adopted during the term of this Agreement that are applicable to the services provided under this Agreement, the City's Technical Representative will advise Contractor and provide Contractor an opportunity for review and comment. The manuals or administrative regulations once adopted will be made part of the Jail Bureau Manuals, and will automatically be incorporated herein by this reference.

G. "Site Supervisor" shall mean an employee of Contractor, responsible for managing Contractor's employees at the City's Jail and who will ensure compliance with all policies and procedures. The Site Supervisor shall meet regularly with the City's Technical Representative to resolve any Jail related problems. The Site Supervisor will attend any and all Jail audits as required.

H. “Minimum Standards” shall mean all applicable Federal and State requirements, laws, and statutes, applicable court orders, the Jail Bureau Manuals and California State Board of Corrections standards, whether now in effect or hereafter effected or implemented, as applicable to the services provided by Contractor at the Jail Facility pursuant to this Agreement, except as waived in writing by the City or State. Where a conflict exists between Federal and State requirements, laws, and statutes, applicable court orders, and California State Board of Corrections standards, the more stringent shall apply.

I. “Contractor” shall mean G4S Secure Solutions (USA) Inc. As used in this Agreement, Contractor shall also mean and include Employees of G4S Secure Solutions (USA) Inc. when such use is appropriate in the context of the text.

J. “Service Commencement Date” shall mean the date upon which the Contractor commences the provision of supplemental operational and management services to the City and Department for its Jail Facility as stated in this Agreement.

K. “Jail Manager” shall mean the Patrol Division Watch Commander assigned to oversee jail operations.

## **Section 2. Purpose.**

The purpose of this Agreement is to establish the terms and conditions under which Contractor will provide supplemental services to City and Department in connection with the operation and maintenance of the Jail Facility.

## **Section 3. Operating and Management Rights Retained by City.**

City retains the sole ownership and exclusive right to operate, manage maintain and supervise the Jail. Contractor agrees to provide the necessary labor to assist the City and Department employees operate and manage the Jail Facility as directed by City and the Department.

## **Section 4. Scope of Supplemental Services.**

In accordance with the terms of this Agreement and applicable California and Federal law, Contractor shall provide supplemental services to assist City and Department operate, manage, supervise and maintain the Jail Facility for City as described in Scope of Services, which is attached hereto and incorporated herein as Exhibit A. This includes but is not limited to assisting City and Department with receiving, processing, housing, monitoring, transporting and/or releasing detainees arrested by officers of the Department and/or any other law enforcement agency, and performing other related duties as outlined in the Department’s “Jail Bureau Manuals.”

## **Section 5. Term of Agreement.**

This Agreement shall be for a period of one year commencing upon the Service Commencement Date of March 1, 2021 and terminating thereafter (“Term”). The City Manager or his designee, in its sole authority, may grant up to three one-year extensions to the Term. The extension shall be

upon the same terms and conditions as set forth in the Agreement, subject to any modifications upon mutual written consent of the parties.

**Section 6. City Use of Jail Facility.**

A. City's Use of Jail Facility. City shall have the right to access the Jail Facility at any time to: (i) conduct inspections to determine Contractor compliance with the requirements of this Agreement, the Jail Bureau Manuals or with other applicable operational standards; and (ii) conduct normal and legitimate police activities, including but not limited to fingerprinting or interviewing of detainees, in a manner that does not adversely affect the Contractor's activities.

B. Locks and Keys. The City shall provide Contractor and its Employees with all keys and security devices necessary to access and provide services at the City's Jail Facility. The Contractor and its Employees shall be responsible for the proper use, storage and accounting of all keys and security devices. Contractor and its Employees shall use City provided keys only and shall not duplicate any key or change any lock without the express prior written permission of City. Nor shall Contractor or its Employees provide, lend or give such keys to any third person or entity not authorized to provide services under this Agreement. For each of the purposes set forth in A above, City shall at all times retain and have the right to use keys to all Jail Facilities. In addition, City shall have the right to use such keys and any and all other means which City may reasonably deem proper to open any lock upon or about the Jail in order to obtain entry in an emergency.

C. Liability of City. City shall have no liability to Contractor for any exercise of City's rights under this Section 6 (City Use of Jail Facility) except for: (i) City's failure to exercise due care for Contractor's property; and (ii) City caused damage to facilities which Contractor is otherwise required to maintain or repair under this Agreement. Except as provided in this Section, Contractor hereby waives for itself any claims for damages for any injury or inconvenience to Contractor or interference with Contractor's business, or any loss occasioned thereby.

**Section 7. Utilities and Management.**

A. Utilities. City shall be responsible for the provision of all utilities in the Jail Facility.

B. Telephone Services. City shall be responsible for the provision of and payment for all pay telephone services at the Jail. City shall be responsible for the provision of and payment for in-house telephone services. Contractor and its Employees may make calls, which are personal or corporate in nature as long as such calls are kept to a minimum and are limited in scope and time. Otherwise, calls made by Contractor and its Employees shall be placed through the pay telephones or billed to personal or corporate credit cards and shall be the responsibility of Contractor and/or its Employees.

C. Personal cell phones and other electronic devices. Contractor and all Employees shall be prohibited from taking personal cell phones, "iPhone", "blackberry" devices or other similar personal digital assistant ("PDA") devices, any audio or video recording devices, personal computers, gaming devices and/or any other similar electronic devices into the Jail Facility, whether the Employee is on duty or off duty. Failure to adhere to this requirement will



result in immediate removal from the Jail Facility, and possible disciplinary action by the Contractor.

D. Maintenance. City shall maintain the physical structure of the Jail furniture and equipment contained therein, in accordance with the applicable Minimum Standards, including ordinary routine maintenance, and will in so doing, maintain, preserve and keep the Jail in good repair, working order and condition, subject to normal wear and tear, and will, from time to time make or cause to be made, all necessary and proper repairs, replacements and renewals, which shall there upon become part of the Jail. City shall have responsibility for all repairs, replacements and renewals related to the building system such as electrical supply, hot water heaters, sewers, etc., and structural conditions or defects of the building which affect the Jail, subject to the provisions of paragraph F (Damage to Jail). The City shall also provide janitorial services for the Jail Facility. Notwithstanding, Contractor shall provide daily cleaning of the Jail Facility, as necessary, to maintain a clean and safe Jail environment and will notify City of needed maintenance or repairs as outlined above.

E. Fixtures. The Contractor and Employees of the Contractor are strictly prohibited from installing machinery, equipment, and/or electronic devices and/or any other personal property (“Fixtures”) in the Jail Facility without prior written approval from the Jail Manager. If City has given its prior written approval for such Fixtures and their installation, the cost of the Fixtures and their installation shall be borne by Contractor and such equipment shall constitute Fixtures and remain part of the Jail and may not be removed from the Jail unless replaced by a similar item within a reasonable time period.

F. Damage to Jail. Any and all damage to the Jail Facility shall immediately be reported to the Jail Supervisor, or in his absence, the Watch Commander. Promptly after the occurrence of any loss or damage to the Jail that materially affects the continued operation of the Jail, the parties shall notify each other of such loss or damage and shall jointly assess the nature and extent of such damage or loss. As soon as practicable and desirable thereafter, the parties shall determine to rebuild, repair or restore such damage or loss or to terminate this Agreement as provided for in Section 13 (Default and Termination). In the event Contractor and City shall determine to repair, rebuild or restore the jail, Contractor and City shall mutually determine the allocation for payment of the costs of undertaking such repair, rebuilding or restoration. If City and Contractor determine not to rebuild, repair or restore the Jail, then this Agreement shall terminate with respect to the Jail thirty (30) days after such determination is made in accordance with Section 13. Neither party is under any obligation to rebuild, repair or restore the Jail. Contractor shall complete all damage reports required by the Minimum Standards, including those required by City. In the event it is determined that the damage to the Jail was caused by Employees of the Contractor through either negligence or failure to adhere to proper policy and procedure as outlined in the Jail Bureau Manuals, the cost of repair to the Jail facility will be borne solely by the Contractor.

#### **Section 8. Contractor’s Employees.**

A. Employee Background Investigation: A background investigation shall be made by Contractor of the Site Supervisor, and all prospective Employees prior to any prospective employee being hired by Contractor for assignment to the Jail, at Contractor’s sole expense. Results of such investigation shall be made available to the City and the City shall have the right

to interview and reject or approve all prospective Contractor Employees before being assigned to the Jail, provided that any rejection is made in writing and in accordance with applicable law. Contractor shall maintain on file for each employee two completed fingerprint cards, a photograph taken within the last six months, a criminal history, and immigration information (where applicable). Contractor shall provide City with unlimited access to the personnel files of Employees assigned to the Jail Facility to the extent legally permissible.

B. The Employee background investigation shall consist of the following:

1. Employment/Qualifications Verification: Conduct a five (5) year employer background check to verify applicant has not been terminated for other than honorable circumstances and to verify education and periods of employment. In addition, Contractor personnel shall successfully complete a medical evaluation that confirms their ability to perform the essential functions of the job prior to assignment to the Jail.

2. Education: Conduct an education review of the applicant to determine completed educational level. Validate all references made to completing "Equivalency Test" for High School level.

3. Drugs: Conduct a random drug-screening test to verify non-usage of drugs upon initial hiring or thereafter "for cause". Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree as defined by City will be disqualified.

4. Reference Check: Conduct a minimum of three personal reference checks.

5. DMV Check: Contractor shall provide California Department of Motor Vehicles (DMV) reports on all prospective employees to City for review. City shall establish minimum driving requirements for any Contractor employee who will be driving any City vehicle, which must be adhered to by the Contractor and its Employees.

6. Fingerprints: Process through Live Scan the applicant's fingerprints for the California Department of Justice and NCIC/FBI clearance. Fingerprinting and processing of applicant to obtain clearances shall be performed by the City, with the required Department of Justice fees paid by Contractor. Fingerprinting must be completed, and clearances received prior to applicant working in the City Jail Facility.

7. Credit Check: Conduct a standard credit check to determine financial responsibility. Interview all credit agencies that have given a negative review to determine the cause of said negative review.

8. Psychological Review: Conduct a Minnesota Multiphasic Personality & Intelligence Test (MMPI) to determine moral integrity and mental stability of applicant. The psychological evaluation shall be conducted by a clinical psychologist acceptable to the City.

C. Orientation and Training: Contractor shall provide an orientation program for all Employees, as well as initial and recurring training in compliance with the applicable Minimum Standards and this Agreement. All training shall be conducted as close to the Jail as possible.

Contractor shall provide City with access to the training records of all Contractor Employees assigned to or working in the Jail.

D. Court Appearances: Contractor shall pay all costs associated with court appearances made by Employees arising out of services provided under this Agreement.

E. Lines of Authority: Contractor's Site Supervisor will report orally and in writing to City's Technical Representative when or if problems are experienced in the Jail such as, but not limited to, inappropriate behavior in the Jail, use of force by an Contractor's employee, accidents in the Jail, etc. In the absence of the Technical Representative, such report shall be prepared immediately after the situation is stabilized and reported to the Watch Commander.

F. Reassignment of Contractor Employees: City reserves the right without cause to require the Contractor to immediately remove and reassign any Employee from the Jail Facility, provided such request is in accordance with applicable law. Initial notification may be provided to the Contractor orally, as long as City immediately provides Contractor with formal written notice to immediately remove and reassign any Employee from the Jail Facility.

**Section 9. Orientation and Training.**

A. Contractor shall ensure that all Employees assigned to the Jail Facility are in compliance with the applicable training required by law.

B. Contractor shall provide and ensure that the following training levels are achieved and maintained by Contractor's Employees, at Contractor's expense:

1. Jailer Training. In compliance with California Penal Code Section 831 and the terms of this Agreement, City requires that 50% of the Employees assigned to work at the Jail Facility shall have successfully completed a 170 hour "Type 1" Corrections Officer Core Course training class ("Core Course") provided by a vendor approved by the California State Board of Corrections (Title 15 Training) before they are assigned to carry out the requirements of this Agreement. All Jailers who have not successfully completed the Core Course shall successfully complete the Core Course within their first twelve (12) months of working at the Jail Facility.

In compliance with the California Corrections Standards Authority annual training requirements, each Jailer assigned to the Jail Facility shall complete twenty-four (24) hours update instruction during any year he/she is not participating in a Core Course.

2. Site Supervisor's Training. Prior to assignment as the Site Supervisor at the Jail Facility the candidate must have successfully completed the Core Course training class provided by a vendor approved by the California Corrections Standards Authority, and have at least one (1) year experience working as a custody officer in a detention facility, and one (1) year in a supervisory capacity. Upon recommendation from Contractor, the City, in its sole authority, may waive this requirement for one (1) year of supervisory experience. The Site Supervisor shall successfully complete the Corrections Standards Authority approved 80-hour Type 1 STC Supervisory Course ("Supervisor Core Course"),

prior to working at the Jail Facility. The Supervisor shall complete all training requirements, as outlined in Title 15, Article 3 TRAINING, PERSONNEL, AND MANAGEMENT, Section 1021. In compliance with the California Corrections Standards Authority annual training requirements the Site Supervisor shall complete twenty-four (24) hours update instruction during any year he/she is not participating in a Supervisor Core Course.

3. On-the-Job Orientation and Training. All Jailers and Site Supervisors shall attend eighty (80) hours of orientation with the Department prior to beginning actual service or concurrently with actual service ("Orientation"). In addition, all Jailers and Jailer Superintendents shall participate in on-the-job training with the Department.

4. Basic First Aid. All Jailers and Site Supervisors shall have successfully completed a basic first aid course, including CPR, provided by a vendor approved by the American Red Cross or American Heart Association, and maintain current certifications in both first aid and CPR. This may be provided as part of the eighty (80) hours Orientation.

5. Department of Justice Criminal Offender Record Information (CORI) Training. All Jailers and Site Supervisors shall complete a State of California mandated, minimum four (4) hour class on handling criminal offender record information. This training will be provided by the City at a location agreed upon by both parties of this Agreement and may be part of the eighty (80) hours Orientation.

6. Fire and Life Safety. Pursuant to Penal Code Section 6030(c), all Jailers and Site Supervisors shall successfully complete a general fire and life safety training established by the Jail Bureau Manual, which is specifically related to the Jail Facility. This may be provided as part of the eighty (80) hour Orientation.

7. Department's Jail Bureau Manuals. The City Technical Representative shall provide an overview to Contractor's Employees and Site Supervisors of the Department's policies and procedures contained in the Jail Bureau Manuals that affect the operation of the City's Jail Facility prior to an Employee or Site Supervisor being assigned to work at the Jail Facility.

8. Orientation. City in conjunction with Contractor shall assist Contractor in the initial training orientation of Contractor's Employees to operate the Jail Facility prior to working at the Jail Facility. This shall be part of the on-the-job requirement set forth herein.

C. Stability of Supervision: The Site Supervisor position is critical to the successful execution of this Agreement and must be filled by a person selected mutually by the Contractor with input by the City's Technical Representative. Because it is required that Site Supervisor candidates have a minimum of one-year supervision experience in a jail or jail facility, it is required that the Site Supervisor will remain at least one (1) year at the Jail Facility, assuming the Site Supervisor remains an employee of Contractor, and Contractor will not assign the Site Supervisor to another jail facility operated by Contractor. However, the City may seek the

removal of a Site Supervisor in writing in its sole discretion, provided such removal is in accordance with applicable law.

**Section 10. City's Responsibilities.**

A. Cooperation. City shall cooperate with the Contractor in all matters of law enforcement, security and communication.

B. Information. City and Department shall assist and cooperate with Contractor in providing information requested and needed by Contractor in the screening of candidates for employment to the extent legally permitted. No liability shall attach to City or Department to Contractor for such assistance, however, and Contractor agrees to fully indemnify and hold harmless City for providing such assistance.

C. City Policies and Applicable Court Orders: City shall provide Contractor with copies of all City and Department policies applicable to City's Jail booking and custodial procedures and with any applicable court orders.

**Section 11. Compensation.**

A. City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement the consideration more particularly described in Exhibit B, attached hereto and incorporated herein. Said consideration shall constitute reimbursement of Contractor's fee for the supplemental services as well as the actual cost of any labor, equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). Contractor shall invoice City on a monthly basis and City shall pay within thirty (30) days of receipt of invoice.

B. Facility Revenue is revenue due to or received by City, Department or Contractor from any source whatsoever that results from Jail operations, including, without limitation, payments received for inmate housing, detention, transportation, telephone and food services ("Facility Revenue"). Facility Revenue shall be the sole property of City, regardless of whether it is paid to City, Department or Contractor. The City shall promulgate regulations for the collection and audit of Facility Revenue if any Facility Revenue is received by Contractor. Such regulations shall be provided to and adhered by Contractor as if incorporated fully herein.

**Section 12. Independent Contractor.**

A. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's Employees, except as herein set forth. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or Employees are in any manner agents or employees of City.

B. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent or to otherwise create any liability whatsoever for either party with respect to the indebtedness, liabilities, and obligations of the other party.

C. Contractor shall be solely responsible for (and City shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by Contractor, arising out of Contractor's association with City pursuant to this Agreement, and Contractor shall indemnify and hold City harmless from and against, and shall defend City against, any and all losses, damages, claims, costs, penalties, liabilities and expenses including attorney fees with respect to any such taxes.

D. City reserves the right to require in writing Contractor to remove any Employee of Contractor from the performance of services under this Agreement, provided such removal is in accordance with applicable law. City also reserves the right to remove any Employee from any City property at any time either with or without cause.

### **Section 13. Default and Termination.**

A. Notice of Deficiency. In the event City determines that Contractor has failed to satisfactorily perform its duties and responsibilities under this Agreement, City shall notify Contractor of the specific nature of the deficiency. Upon receipt of such notice, Contractor will be allowed twenty (20) calendar days to cure the deficiency. If Contractor determines it cannot cure the deficiency within the twenty (20) calendar day period, Contractor must submit, in writing, a plan for curing the deficiency to City (which plan shall show in detail by what means Contractor proposes to cure the deficiency and the date the deficiency will be cured). Upon receipt of any such plan, City shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow or not allow, Contractor to pursue such plan of cure. City agrees that it will not exercise its remedies hereunder with respect to contract default for so long as Contractor diligently, conscientiously, and timely undertakes to cure the deficiency in accordance with the approved plan. If City does not allow Contractor an extension of the cure period, the twenty (20) day time period shall be suspended during the period of time the Contractor's request for an extension of the cure period is pending before City.

B. Termination for Default. City may terminate Contractor's operations and management services whenever City determines that Contractor has failed to satisfactorily perform its contracted duties and responsibilities in conformance to the specifications identified in this Agreement, and is unable to remedy such failure in accordance with paragraph A above. Such termination shall be referred to herein as "Termination for Default". This Agreement may then be terminated by City upon service of a ten (10) day written notice to Contractor.

C. Further Rights. The rights and remedies of the parties provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. Termination for Contractor Bankruptcy or Insolvency. In the event of the filing of a petition of bankruptcy by or against Contractor or in the event of insolvency, City shall have the right to terminate this Agreement without penalty upon the same terms and conditions as a Termination for Default.

E. Termination for Damage. Either party may terminate this Agreement as provided in Section 7.F (Damage to Jail) by giving thirty (30) days' notice of its intention not to rebuild,

repair or restore the affected premises. Such termination shall be referred to herein as "Termination for Damage".

F. Termination without Cause. In addition to the other termination and default provisions of this Agreement, each party reserves the right to terminate this Agreement without cause by providing the other party with ninety (90) days of notice of termination. In the event of termination without cause, the Contractor shall be paid for all services rendered to and including the effective date of termination.

#### **Section 14. Indemnification.**

A. Contractor shall indemnify, defend and hold City, its elected officials, officers, employees, agents and volunteers free and harmless with respect to all claims, suits, actions, liabilities, expenses and/or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest and defense costs including expert witness fees and attorney's fees awarded by law or statute should the matter proceed to trial and the prevailing party is awarded such fees, where the same arise out of, or are connected with, in whole or in part, the willful or reckless misconduct, deliberate indifference, or negligent acts or omissions of Contractor, or any of Contractor's officers, agents, employees or contractors/subcontractors, in the performance of the Agreement, and which result in death, personal injury or property damage to any individual or entity, including the employees or officials of Contractor.

B. City's Choice of Counsel. If City is placed on notice of a pending suit or is sued as set forth in subsection A above ("Claim"), City shall give Contractor notice of such pending suit. City shall have the right to select its own legal counsel to defend the interests of City, and the costs and expenses for such legal counsel shall be paid by the Contractor on a monthly basis as work is being performed by the legal counsel in defending City.

#### **Section 15. Insurance.**

A. Time for Compliance. Contractor shall not commence the Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. Contractor shall also require any subcontractors providing Services under this Agreement to provide evidence of insurance in compliance with these insurance requirements prior to commencing Services. At the end of each contract year, the City may request to review the insurance requirements and modify insurance requirements, including limits, based on the nature of the risk, prior experience with insurer, coverage or other special circumstances. Any modification to these insurance requirements shall be subject to mutual agreement. If mutual agreement cannot be achieved, either party may terminate this Agreement.

B. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries, death, loss or damages which may arise from or in connection with, in whole or in part, Contractor's obligations under this Agreement. Such insurance shall meet at least the following minimum levels of coverage:

1. Minimum Scope of Insurance. (a) *Commercial General Liability (CGL):* Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, property damage, bodily injury and personal

and advertising injury; (b) *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or if Contractor owns no autos, Code 8 (hired) and 9 (non-owned); (c) *Workers' Compensation*: Workers' Compensation insurance as required by the State of California with Statutory Limits; and (d) Employer's Liability Insurance.

2. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (a) *Commercial General Liability (CGL)*: No less than \$10,000,000 per occurrence, for products and completed operations, bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (b) *Automobile Liability*: No less than \$2,000,000 per accident for bodily injury and property damage; and (c) *Workers' Compensation*: Workers' Compensation limits as required by the Labor Code of the State of California with Statutory Limits; (d) Employer's Liability: Employer's Liability limits of no less than \$2,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimum required by City, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3. Professional Liability (Errors & Omissions). Contractor shall procure and maintain for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate, and shall be endorsed to include contractual liability.

C. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

1. Additional Insured Status. The Commercial General Liability policy shall be endorsed to state that: (a) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to liability, actual or alleged, arising from the Services performed by or on behalf of the Contractor or Contractor's officers, agents, employees or contractors/subcontractors, including materials, parts or equipment furnished in connection with such Services; and (b) the insurance coverage shall be primary insurance with respect to the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Commercial General Liability insurance coverage may be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions are used). The additional insured coverage is provided to the extent of the indemnification obligations of Contractor under this Agreement



and shall not be construed so as to make Contractor or the issuer of policies, liable for the negligence, acts, errors or omissions of the aforementioned requested additional insureds.

2. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under said insurance policies set forth herein. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

3. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (a) coverage shall not be suspended, voided, reduced or canceled except with written notice by certified mail, return receipt requested to the City; and (b) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

D. Primary Coverage. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance and primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

E. Separation of Insureds; No Special Limitations. All required insurance shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

F. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. City may require Contractor to provide proof of ability to pay losses and related investigations, claim administration and defense expenses and costs within the retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or City.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, authorized to do business in California, and satisfactory to the City.

H. Verification of Coverage. Contractor shall furnish City with original certificates of insurance acceptable to the City's Risk Manager, including all required amendatory endorsements (or copies of the applicable policy language effective coverage required by this provision) and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to the City before the commencement of work under the Agreement. However, failure to obtain the required documents prior to the commencement of work under the Agreement shall not waive the Contractor's obligation to provide them to the City. The City reserves the right to require complete copies of all required insurance policies, including endorsements, at any time.

I. Claims-Made Policies. If of the policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date work commences under this Agreement, whichever is earliest;

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Services provided under this Agreement;

3. If coverage is canceled, non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the date work commences under this Agreement, whichever is earliest, the Contractor must purchase extended reporting coverage for a minimum of five (5) years after completion of the Services under this Agreement.

J. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

K. Waiver of Defenses: Neither City nor Contractor shall waive, release, or otherwise forfeit any possible defense City or Contractor may have regarding Claims arising from, or made in connection with, the operation of the Jail by Contractor without the written consent of the other party to this Agreement. City and Contractor shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law. This provision shall include any defenses City may have regarding litigation, losses, and costs resulting from claims or litigation pending at the time this Agreement becomes effective or arising thereafter from occurrences prior to the effective date of this Agreement.

L. Insurance not a Waiver: City does not, and shall not, waive any rights against Contractor which it may have by reason of the hold harmless provisions of this Agreement because of the acceptance by City or the deposit with City by Contractor, of any of the insurance policies described herein. The hold-harmless provisions of this Agreement shall apply to all damages and claims for damages of every kind suffered, alleged to have been suffered, by reason of any of Contractor's activities or any subcontractor's activities, regardless of whether or not the insurance policies required by this Agreement are determined to be applicable to any such damages or claims for damages.

#### **Section 16. City's Representative.**

City's Technical Representative. The Chief of Police shall appoint a City's Technical Representative for the Jail who shall work for and be paid by City. City's Technical Representative will be the official liaison between City and Contractor on all matters pertaining to this Agreement and the services provided hereunder. City's Technical Representative may

appoint another City employee as acting City's Technical Representative during his or her absence, and during such time the acting City's Technical Representative shall exercise all rights and perform all duties of City's Technical Representative under this Agreement. The City's Technical Representative reports directly to the Records and Jail Manager.

### **Section 17. Right to Audit and Record Keeping.**

A. City shall have the right to examine, audit and inspect records and accounts related to the services provided under this Agreement, including making copies thereof, to the extent permissible under any applicable law. Records and accounts shall include but not be limited to all financial books and records, maintenance records, employee personnel records generated by Contractor or maintained by Contractor, including records of background investigation generated by Contractor, or any other record held by a third party related to the performance of this Agreement. Contractor shall make the same available for inspection by City or City's auditors at any time during normal business hours after reasonable notice during the term hereof and for a period of three (3) years after the termination of this Agreement. In addition, Contractor shall provide City with fiscal year and financial statements related to the operation of the Jail Facility.

B. Contractor shall keep, maintain and preserve in Contractor's principal place of business in California during the Term and for at least three (3) years following expiration or termination of this Agreement, complete and accurate records and accounts covering all services and transactions relating to this Agreement. If requested by City, Contractor shall provide such records to City for the City to retain, as it deems necessary at the end of the three (3) year period. Financial records shall be maintained in accordance with generally accepted accounting procedures and principles. In case a claim is made or litigation is filed relating to this Agreement, Contractor shall maintain all records relevant to such claim or litigation until the claim or litigation is resolved. This provision shall survive termination of this Agreement.

C. Contractor shall not release any records relating to persons detained at the Jail, unless such release is mandated by law, and then only after direction from the Department's Custodian of Records. This provision shall survive termination of this Agreement.

### **Section 18. Compliance Monitoring.**

A. Self-Monitoring. Contractor shall develop and submit to City for approval, a detailed plan illustrating how Contractor intends to monitor operations of the Jail to ensure compliance with this Agreement.

B. Monitoring by City. City may, in its discretion, in coordination with City's Technical Representative, devise its own checklist or lists for monitoring the quality of Contractor's performance with this Agreement and the applicable Minimum Standards, the Jail Bureau Manuals and Downey Police Department Policies, and Contractor shall cooperate fully with City and City's Technical Representative in obtaining the requisite information needed to complete such checklists and to assess the quality of Contractor performance. Such monitoring by City shall not relieve Contractor of any of its obligations under this Agreement.

### **Section 19. Representation and Warranties of Contractor.**

Contractor represents and warrants to and for the benefit of the City with the intent that the City will rely thereon for purposes of entering into this Agreement the following stipulations:

A. **Organization and Qualification.** Contractor has been duly incorporated and validly exists as a corporation in good standing under the laws of the State of Florida and remains in good corporate standing as a foreign corporation in the State of California with power and authority under the laws of the State of California to conduct its business as presently conducted and as proposed to be conducted pursuant to this Agreement.

B. **Authorization.** This Agreement has been duly authorized, executed, and delivered by Contractor and, assuming due execution and delivery by City, constitutes a legal, valid, and binding agreement enforceable against Contractor in accordance with its terms.

C. **No Violation of Agreements, Articles of Incorporation or Bylaws.** The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit, or other agreement or instrument to which Contractor is a party or by which its properties are bound, or any order, rule, or regulation of any court or any regulatory body, administrative agency, or other governmental body applicable to Contractor or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect Contractor's ability to perform its obligations under this Agreement, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other, corresponding charter document) or Bylaws of Contractor.

D. **No Defaults Under Agreements.** Contractor is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by Contractor under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit, or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect Contractor's ability to perform its obligations under this Agreement.

E. **Compliance with Laws.** Neither Contractor nor its officers and directors purporting to act on behalf of Contractor have been advised, and have no reason to believe, that Contractor or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which Contractor is conducting business including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be so in compliance would not materially and adversely affect Contractor's ability to perform its obligation under this Agreement.

F. **No Litigation.** There is not now pending or, to the knowledge of Contractor, threatened, any action suit, or proceeding to which Contractor is a party, before or by any court or governmental agency or body, which might result in any material adverse change in Contractor's ability to perform its obligations under this Agreement, or any such action, suit, or proceeding related to environmental or civil rights matters; and no labor disturbance by the employees of

Contractor exists or is imminent which might be expected to materially and adversely affect Contractor's ability to perform its obligations under this Agreement.

G. Taxes. Contractor has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, and Contractor has no knowledge of any tax deficiency which has been or might be asserted against Contractor which would materially and adversely affect Contractor's ability to perform its obligations under this Agreement.

H. Disclosure. There is no material fact which materially and adversely affects or in the future will (so far as Contractor can now reasonably foresee) materially and adversely affect Contractor's ability to perform its obligations under this Agreement which has not been accurately set forth in this agreement or otherwise accurately disclosed in writing to City by Contractor preceding the date hereof.

**Section 20. Notices.**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Contractor's regular business hours or by facsimile before or during Contractor's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

City: Chief of Police  
Downey Police Department  
10911 Brookshire Avenue  
Downey, California 90241  
Fax: 562-904-1995

with a copy to: City Attorney's Office  
City of Downey  
11111 Brookshire Avenue  
Downey, California 90241  
Fax: 562-923-6388

Contractor: G4S Secure Solutions (USA) Inc.  
2300 E. Katella Avenue, Suite 150  
Anaheim, CA 92806

with a copy to: [contracts@usa.g4s.com](mailto:contracts@usa.g4s.com)

**Section 21. Miscellaneous Provisions.**

A. Binding Nature. This Agreement shall not be binding upon the parties until it is

approved and executed by both parties. This Agreement after properly approved and executed by the parties shall inure to the benefit of City and Contractor and shall be binding upon City and Contractor and their respective successors and assigns, subject to the limitations set forth in Section 21 P. Prohibition Against Assignment; Subcontracting, and elsewhere in this Agreement.

B. Maintenance of Corporate Existence and Business. Contractor shall, at all times, maintain its corporate existence and authority to transact business in good standing in its jurisdiction of incorporation and California. Contractor shall maintain all licenses, permits, and franchises necessary for its businesses where the failure to so maintain might have material adverse effect on Contractor's ability to perform its obligations under this Agreement.

C. Non-Discrimination. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with any rules and regulations of City relating thereto.

D. Taxes, Liens and Assessments. Contractor shall: (i) not create or suffer to be created, any lien or charge upon the Jail or the City building that houses the Jail, or any part thereof; and (ii) pay all charges, including service charges, fees and business license fees and taxes, incurred or imposed with respect to the Jail or the obligations of Contractor hereunder, which are not the expressed responsibility of the City under this Agreement.

E. Invalidity and Severability. In the event that any covenant, provision or restriction contained in this Agreement is found to be void or unenforceable (in whole or in part) by a court of competent jurisdiction or by operation of law, it shall not affect or impair the validity of any other covenant, provisions or restrictions contained herein, nor shall it affect the validity or enforceability of such provisions in any other jurisdiction or in regard to other circumstances. Any covenants, provisions or restrictions found to be void or unenforceable are declared to be separate and distinct, and the remaining covenants, provisions and restrictions shall remain in full force and effect.

F. Terminology and Definitions. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and plural shall include the singular.

G. Jurisdiction. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venues of the courts located in the County of Los Angeles and both parties specifically agree to be bound by the jurisdiction and venue thereof.

H. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover, in addition to any other amounts, its costs of suit, including reasonable attorney's fees and costs.

I. Law of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

J. Entire Agreement. This Agreement will constitute the entire agreement between the Parties and any prior understanding or representation, oral or written, relating to the subject matter hereof preceding the date of this Agreement will not be binding upon either Party and is superseded hereby.

K. Amendment. No changes to this Agreement shall be made except upon written agreement signed by both parties.

L. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or effect the construction or interpretation of this Agreement.

M. Waiver: No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.

N. Remedies Cumulative. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

O. Counterparts. This Agreement may be executed in any number of, and by the different parties hereto, on separate counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

P. Prohibition Against Assignment; Subcontracting. This Agreement is made on the express condition and understanding that Contractor's personal services are a substantial inducement to City for entering into this Agreement. Therefore, this Agreement may not be sold, transferred, subcontracted or assigned by Contractor, or by operation of law, to any other person or persons or business entity, without City's prior written permission. Any such sale, transfer, subcontract or assignment without prior written permission, may be deemed by City to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

Q. No Third Party Beneficiaries. The only parties to this Agreement are the City and Contractor. There are no third party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever.

R. Compliance with Law. In providing the services under this Agreement, Contractor shall comply with all applicable local, state and federal laws relevant to the provision of its services herein, including all applicable labor laws and wage and hour laws.

[Signatures On Next Page]

**CITY OF DOWNEY,  
a California municipal corporation  
and charter city**

**G4S SECURE SOLUTIONS (USA) INC.,  
a Florida corporation**

By: \_\_\_\_\_  
Claudia M. Frometa, Mayor

By:  \_\_\_\_\_  
Erik Fields, Vice President, Southern California

*Attest:*

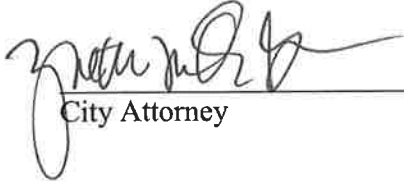
*Attest:*

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary


*Approved as to Form:*

*Approved as to Form:*

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Legal Counsel

CONCUR:

  
\_\_\_\_\_  
Dean R. Milligan, Police Chief



## EXHIBIT A

### SCOPE OF SERVICES

In addition to the obligations set forth in the Agreement, the Contractor shall provide the following services:

#### I. SECURITY STAFFING OF THE JAIL FACILITY.

A. Contractor shall ensure that at least one employee is on-duty at all times to staff the Jail Facility 24 hours a day, seven (7) days a week, including holidays. A Shift Lead or the Site Supervisor shall be assigned to each shift.

Contractor shall immediately fill any vacancy arising out of sickness, vacation, and/or termination with Jail personnel that have met the qualifications set forth in this Agreement and have been pre-approved by the City's Technical Representative. Contractor may maintain a Jail Facility Staffing List, which would include employees that have been previously approved by the City's Technical Representative. If Contractor is required to pay over-time to fill such vacancy, the over-time shall be paid by Contractor.

B. In the event that the Contractor is unable to fill the vacancy with an acceptable replacement jailer, the City reserves the right to fill the vacancy with authorized Department personnel. In this event, the Contractor shall be billed for the hours worked by Department personnel at a rate equal to three (3) times the regular hourly rate of a top step police officer. The top step level is P-39.

C. The Contractor's Site Supervisor shall meet at least once per month with the City Technical Representative to discuss issues including the back-up staff of Jailers that will be maintained and available to replace regularly scheduled staff that may be absent for reasons of illness, vacations, or other reasons.

D. Scheduling of all Contractor's Employees will be the responsibility of the Site Supervisor, in consultation with the City's Technical Representative, and in accordance with the minimum staffing requirement outlined in this Section. The schedule of the Site Supervisor and any other employee of the Contractor acting in a supervisory capacity will be determined by mutual agreement with the Technical Representative to ensure proper and adequate supervision of Contractor's Employees.

E. The City has the right to remove any Employee of Contractor from the Jail Facility temporarily or permanently upon written notice to Contractor, and at its sole discretion, provided such removal is in accordance with applicable law. Advance notice shall be given by the City to Contractor whenever reasonably possible.

## II. SUPPLEMENTAL STAFFING OF JAIL

A. General Duties and Obligations; Standards. Contractor shall provide supplemental services to assist the City and Department for the operation and management of the Jail Facility necessary to provide City with sufficient personnel to meet the staffing requirements of this Agreement in compliance with the applicable Minimum Standards.

B. Jail Bureau Manuals. City will provide complete Jail Bureau Manuals relating to all jail operations, policies, and procedures, including field operations affecting Jail operations, medical and emergency provisions. All applicable provisions set forth in the Jail Bureau Manuals will be completely followed and strictly adhered to by Employees of the Contractor. The Site Supervisor will forward any questions, clarification, or interpretation issues to the attention of the City's Technical Representative for response and direction, or in his absence, the Watch Commander.

C. Specified Duties and Obligations. Contractor's duties and obligations, including the duties and obligations of its Employees, shall be set forth in detail in the Jail Bureau Manuals. In general, these shall include, but are not limited to, the performance of the services set forth below in accordance with the applicable Minimum standards.

1. Intake and Release Processing: Contractor shall provide housing and release processing which shall include: (i) acceptance of inmate custody; (ii) fingerprinting of inmate; (iii) ascertainment of inmate identification confirmation prior to release; (iv) completion of internal release documentation and ascertainment of inmate identification confirmation prior to release; (v) transportation as described in Section 4 herein, and any and all such other duties as may be required by applicable statute or rule.

2. Disciplinary Rules and Regulations. Contractor shall impose discipline through rules, regulations, and orders pursuant to a disciplinary system meeting or exceeding the applicable Minimum Standards set forth in the Jail Bureau Manuals. Contractor shall provide the City a copy of the Contractor's disciplinary policies and procedures and any applicable employee "code of conduct." Contractor shall require that Contractor's Employees adhere to the Police Department's Code of Conduct and such document shall be incorporated into Contractor's rules and regulations pertaining to Employee conduct. In the event that an Employee of the Contractor is deemed to have been engaged in misconduct or has committed a violation any law, rule, or established procedure, the City shall request the Contractor to begin disciplinary action against the Employee for said violation or misconduct. The City, at its sole discretion, reserves the right to immediately remove any Employee of the Contractor without cause, provided that the request is made in writing and is in accordance with applicable law.

3. Laundry and Inmate clothing. City shall provide temporary disposable clothing, linens, towels, and other related items for inmates on an as-needed basis.

4. Transportation. Contractor shall provide transportation services for inmates in the Jail to the nearest Sheriff's station or Contract Facility for incarceration, to the local courthouse for arraignments and/or to other local court ordered appearances. Contractor agrees to exercise its best effort to conduct such transportation services at a time when the Jail will be devoid of detainees and/or at least one Jailer will remain on duty in the Jail.

5. Visitation. City shall provide all furniture and equipment, and Contractor shall provide all supervision necessary to implement a visitation program that meets the applicable Minimum Standards with respect to inmate visitation.

6. Safety. Contractor shall provide sufficient staffing in compliance with the Jail Bureau Manuals and all applicable Minimum Standards relative to safety.

7. Security. Contractor shall be responsible for providing security for all inmates in accordance with the Jail Bureau Manuals and all applicable Minimum Standards while they are inside the Jail and/or when being transported by Contractor. The Contractor will be responsible for inmate security until such time as the inmate is properly transferred and taken into the custody of the Los Angeles County Sheriff Office, another Law Enforcement Agency, authorized criminal justice agency, or any Court authorized agency or entity.

8. Records. All inmate, housing, and jail facility documents and records generated by the Contractor under the scope of this Agreement are the property of the City and shall remain with the City. The Employees of the Contractor are prohibited from removing any inmate, housing, or Jail facility document, record, or copy thereof, except when required to execute a duty or responsibility as mandated by this Agreement. Nor shall Employees of the Contractor remove from the Jail Facility or release to any third party, any inmate, housing, or Jail Facility document, record, or copy thereof (whether it is a physical copy, electronic copy or copy by any other means such as a photograph) without the express written approve of the Department's Custodian of Records. Any violation of this Section shall result in the immediate removal of the employee, a request by the City for disciplinary action by the Contractor against the employee, and criminal or civil prosecution if appropriate. Contractor shall require each Employee to sign a document agreeing to abide by the provisions set forth herein in this paragraph.

9. Vehicle Maintenance and Insurance: City shall self-insure and maintain City owned vehicles used by Contractor. Contractor shall obtain and maintain liability insurance for all Contractor's drivers while using City's vehicles. Contractor will indemnify and hold City harmless for any accidents, damages, injuries and claims, caused solely or comparatively by Contractor's drivers. All Contractor's staff using any vehicle in connection with the services provided under this Agreement shall have a valid California Driver's License, which shall be available for inspection by City.

10. Uniforms. Contractor shall establish a policy, subject to approval of the City, prescribing a standard uniform for its Employees including shirts, pants, belts, jackets, and associated uniform articles of clothing that are normally and routinely issued to corrections officers. Contractor shall provide such uniform items to its Employees either directly or through a uniform allowance.

11. In case of a local, state or federal emergency, Contractor agrees to require and ensure that its Employees will report for duty to the Jail Facility pursuant to the City's emergency response procedures.

12. Employees assigned to the Jail Facility shall participate in all City training exercises as directed by the City's Technical Representative.

13. In case of a professional standards unit investigation, an internal investigation, a formal or informal investigation, or other similar investigation, Contractor shall require (as a condition of assignment of Employees to the Jail and provision of services under this Agreement) that Employees will comply with the requests of the Department or any third party for statements, testimony or other similar acts.

14. Under no circumstances shall an Employee utilize a cell phone, blackberry or other personal assistant devices, any audio or video recording devices, personal computers, gaming devices and/or any other similar electronic devices in the Jail facility, whether the Employee is on duty or off duty, nor shall an Employee take any photographs, record any audio or video or photograph or otherwise record or make a copy of any record maintained in the Jail Facility or of the Jail Facility itself, including any persons housed in the Jail Facility. Failure to adhere to this requirement will result in immediate removal from the Jail Facility, and possible disciplinary action by the Contractor. Contractor shall require each Employee to sign a document agreeing to abide by the provisions set forth herein in this paragraph.

**EXHIBIT B**

**COMPENSATION**

Operational Payment: The City shall compensate Contractor for services performed on a monthly basis for the term of the Agreement. Contractor agrees to invoice City on a monthly basis for services performed for the previous monthly period. Each invoice shall denote the identity of each Employee, the dates, times and hours worked during the affected period.

City shall compensate Contractor on an hourly basis (except as noted in the Additional Notes). The Site Supervisor shall be a salaried position, so no over-time will be compensated by City for work of more than 40 hours per week. The salary rate shall be based on 40 hours (x) the Bill Rate set forth below. The remaining positions are hourly employees to be paid at the hourly "Bill Rate" set forth below. Overtime costs incurred in the fulfillment of the minimum staffing requirements outlined in this Agreement (including overtime hours worked by staff to cover for sick or vacationing personnel) shall be the sole responsibility of Contractor. Overtime billing rates will apply when City requests additional work hours of Contractor's employees when said employees have accrued more than 48 work hours in a 24 hour period.

All training of Contractor employees shall be provided by Contractor at Contractor's sole cost. This shall include costs for employee salary, including overtime, licenses, certifications, courses, etc. For example, if an employee requires training and is already assigned to the facility, the Contractor shall pay the costs associated for the employee to attend the training and the employee's salary while attending the training.

Position	Weekly Hours	Hourly Pay Rate	Hourly Bill Rate	Hourly Overtime Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Supervisor	40	\$28.00	\$45.35	N/A	\$7,881.83	\$94,581.96
Custody Officer	128	\$19.50	\$35.03	\$48.75	\$19,429.97	\$233,159.68
	168				\$27,311.80	\$327,741.64

The above hourly bill rates shall include:

- Overtime costs incurred by Contractor for the six paid holidays (Memorial Day, Labor Day, Independence Day, Thanksgiving Day, and Christmas Day)
- Overtime costs incurred by Contractor due to vacations, sick calls, etc.

- Background investigations
- Screening/Recruiting
- 80 hours vacation per year for each employee and 24 hours of sick time
- Title 15 training costs due to turnover
- Title 15 annual training
- Training in DPD policies and procedures, including 80 hours of on-site training for new hires
- Training in Contractor policies and procedures
- Uniforms
- Medical, dental, vision, and life insurance benefits
- Area supervision and account management
- Payroll taxes and insurance

### **Initial Title 15 Training Costs**

1. Contractor shall endeavor to identify officers with Title 15 Certification for assignment to the Jail Facility.
2. City shall assist in the selection process and shall have sole discretion over assignment of personnel to the Jail Facility as described in the Agreement.
3. All Contractor officers will attend on-the-job training at Department concurrently with actual service.
4. The quoted rates include all Contractor Pre-assignment training, all CA Title 15 Training and 80 hours of On-the-job training for all new-hire personnel. All officers receive annual in-service refresher training. Additional pre-assignment training is direct billed at 1.40 times the straight-time pay rate and post-assignment training at 1.40 times the straight-time bill rate.

### **Additional Notes**

1. Contractor shall invoice monthly. Terms are net 30.
2. Site Supervisor shall be a salaried position.
3. Any changes to hours, scope of work, qualifications, requirements or equipment shall be mutually agreed to in writing by both parties and may necessitate a change in fee structure.
4. Quoted rates are based on a 40-hour workweek schedule. Overtime billing rates will apply when personnel are placed in an overtime posture for pay purposes as a result of scheduling over 40 hours per week or more than 8 hours per day in California, or if additional hours are required outside the regular schedule. Contractor will endeavor to use part-time personnel whenever possible to avoid overtime rates. Personnel will be paid time-and-one-half base pay rates for overtime, and the corresponding bill rate is 1.40 times the straight-time bill rate.
5. The rates quoted will remain in effect for one year and shall be adjusted upon approval, to fully recover any change in costs mandated by law following notification to Customer, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, Union Activities, regulatory costs

associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and/or Federal or State minimum wage laws.

6. The rates quoted are based on non-union security personnel. Should Contractor employees become represented by a union organization and Contractor negotiate a collective bargaining agreement, then the wages and employee benefits would be adjusted accordingly along with the bill rates.

#### CALIFORNIA MEAL AND REST PERIODS

The pricing submitted reflects G4S' calculations from its understanding of City's current jail security schedules and coverage needs. If such schedules and staffing levels are not sufficient to comply with California law mandating off-duty meal periods and/or off-duty rest periods, Contractor reserves the right to revise quoted rates upon notification to City, to comply with California's requirements for off-duty meal periods and/or off-duty rest periods. These revisions may include modifying schedules, providing additional staffing/personnel, or taking other actions as recommended by Contractor. Contractor agrees to use best efforts to minimize such additional costs to the extent operationally feasible while still meeting the requirements of California law.



Item No.

APPROVED BY

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL CITY MANAGER

FROM: OFFICE OF THE CITY MANAGER  
BY: DELFINO R. CONSUNJI, P.E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 

DATE: MARCH 23, 2021

SUBJECT: APPROVE AGREEMENT WITH CALMET SERVICES, INC. FOR ABANDONED BULKY ITEM COLLECTION SERVICES

**RECOMMENDATION**

That the City Council:

1. Approve agreement with CalMet Services, Inc. in the amount of \$34,580 for abandoned bulky item collection services;
2. Authorize Mayor to execute agreement in a form approved by the City Attorney; and
3. Authorize City Manager to execute any amendments to the agreement deemed necessary in a form approved by the City Attorney.

**BACKGROUND**

The City of Downey entered into an agreement with CalMet Services, Inc. for exclusive residential and commercial solid waste and recycling services. The agreement became effective on April 1, 2016 and is due to expire on March 31, 2026. Included in the agreement is the collection of bulky items from CalMet's residential and commercial customers. In accordance with the agreement, CalMet will collect bulky items from single-family residential units free of charge; however, multi-family dwelling units and apartments are charged a fee. The fee helps CalMet recoup its costs in providing this service.

The agreement also provides for CalMet to collect bulky items abandoned on public property on an "on-call" basis in response to calls by the City at no extra charge. This includes bulky items abandoned or illegally dumped along City rights-of-way, parkways, alleys and other problem or "hot spot" areas identified by City staff.

**DISCUSSION**

The City has seen a significant increase in the amount of abandoned bulky or illegally dumped items throughout the City this past year as a result of the COVID-19 pandemic. Most of these bulky items have been abandoned along City rights-of-way, parkways and alleys; and near multi-family dwelling units and apartment complexes. In addition, CalMet has been receiving an average of 125 requests to pick-up bulky items from single-family homes on a daily basis. Consequently, CalMet has been backed up in collecting these bulky items from single-family homes, so much so they have been significantly delayed in picking-up illegally dumped items as requested by City staff.



In an effort to address this issue, City staff worked with CalMet in creating an enhanced manned vehicle service designed to collect abandoned bulky items near multi-family dwelling units, apartment complexes and "hot spot" areas in the City. CalMet's manned vehicle drove around the City and collected abandoned bulky items four hours per day, three days per week. The City issued a purchase order in the amount of \$14,060 for CalMet to provide this enhanced service from December 2020 through February 2021. A total of 72.4 tons of abandoned bulky items were collected by CalMet during this period.

Even though CalMet has noticed a decrease in the number of service requests to collect abandoned bulky items in the City since the enhanced service commenced, City staff would like to continue with this service through June 2021 in order to avoid proliferation of illegally dumped items along City rights-of-way, parkways, alleys, multi-family dwelling units, apartment complexes and "hot spot" areas. The total cost to provide this enhanced service through June 2021 is \$20,520. Staff recommends that the City Council approve an agreement (Attachment A) with CalMet in the amount of \$20,520 to provide additional abandoned bulky item collection services.

This service will be in addition to the two full-time Public Works maintenance staff that have been driving around the "hot spot" areas to collect or pick-up small bulky items (small appliances, mattresses, small pieces of furniture, etc.) Mondays through Saturdays.

## **CITY COUNCIL PRIORITIES**

Quality of Life, Infrastructure & Parks

## **FISCAL IMPACT**

The total cost for CalMet to provide abandoned bulky item collection services is \$34,580. Sufficient funds are available in the Public Works Department's current operating budget account no. 20-4-3115 (Recycling Fund) to cover this cost.

## **ATTACHMENTS**

Attachment A - Professional Services Agreement with CalMet Services, Inc.

Attachment B - CalMet Services, Inc.'s Proposals

Attachment C - Map of Abandoned Bulky Item Hot Spot Areas

**CITY OF DOWNEY  
PROFESSIONAL SERVICES AGREEMENT  
WITH CALMET SERVICES, INC.  
FOR ABANDONED BULKY ITEM COLLECTION SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1 day of March, 2021 by and between the **City of Downey**, a California municipal corporation and charter city with its principal place of business at 11111 Brookshire Avenue, Downey California 90241 ("City") and **CalMet Services, Inc.**, a California corporation with its principal place of business at 7202 Petterson Lane, Paramount, CA 90723 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain services in connection with the **collection of abandoned bulky items** required by City on the terms and conditions set forth in this Agreement. Contractor represents that it has demonstrated competence and experience in providing said services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Contractor to render such services for the **collection of abandoned bulky item project** ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services in connection with the collection of **abandoned bulky items** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **December 1, 2020 to June 30, 2021**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The term of this Agreement may be extended by written amendment to this Agreement signed by the City Manager and the Contractor.

## **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of City, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services. The parties acknowledge that the Schedule of Services may be amended by mutual agreement due to changes in circumstances, including changes in the performance schedules of other third parties performing work for the City on the Project, which affect the timing of Contractor's performance of the Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other

personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City.

3.2.5 City's Representative. The City hereby designates **Delfino R. Consunji, P.E. , Director of Public Works/City Engineer**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates **William Kalpakoff, General Manager** or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner consistent with the

standard of care set forth herein, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in force at the time the Services are performed by Contractor and in any manner affecting the performance of the Project or the Services, including all applicable Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the applicable indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Contractor's violation of such laws, rules and regulations shall also constitute a material breach of this Agreement.

#### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence the Services or the Project under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience with insurer, coverage or other special circumstances.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement, the Services or the Project by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. (1) *Commercial General Liability (CGL):* Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, property damage, bodily injury and personal and advertising injury; (2) *Automobile Liability:* Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or if Contractor owns no autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation :* Workers' Compensation insurance as required by the State of California with Statutory Limits; and (4) *Employer's Liability Insurance.*

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *Commercial General Liability (CGL)*: No less than \$2,000,000 per occurrence for products and completed operations, bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: No less than \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation*: Workers' Compensation limits as required by the Labor Code of the State of California with Statutory Limits; (4) *Employer's Liability*: Employer's Liability limits of no less than \$2,000,000 per accident for bodily injury or disease. Employer's Liability coverage may be waived by the City if City receives written verification that Contractor has no employees.

If the Contractor maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.2, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.3 Professional Liability (Errors & Omissions). Contractor shall procure and maintain, and require its sub-Contractors to procure and maintain, for a period of five (5) years following completion of the Services or the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate, and shall be endorsed to include contractual liability. If the Contractor maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.3, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Additional Insured Status. The Commercial General Liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to liability arising from the work, Services, Project or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work, Services, Project or operations; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Commercial General Liability insurance coverage may be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions are used).

(B) Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under said insurance policies set forth herein. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(C) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except with written notice by certified mail, return receipt requested to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Primary Coverage. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance and primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

3.2.10.6 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors officials, officers, employees, agents and volunteers.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. City may require Contractor to provide proof of ability to pay losses and related investigations, claim administration and defense expenses and costs within the retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or City.

3.2.10.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, authorized to do business in California, and satisfactory to the City.

3.2.10.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, including all required amendatory endorsements (or copies of the applicable policy language effective coverage required by this provision) and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to the City before the commencement of work under this Agreement. However, failure to obtain the required documents prior to the commencement of work under

this Agreement shall not waive the Contractor's obligation to provide them to the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

3.2.10.10 Claims-Made Policies. If any of the policies provide coverage on a claims-made basis:

(A) The retroactive date must be shown and must be before the date of this Agreement or the date work commences under this Agreement, whichever is earliest;

(B) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Services provided under this Agreement;

(C) If coverage is canceled, non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the date work commences under this Agreement, whichever is earliest, the Contractor must purchase extended reporting coverage for a minimum of five (5) years after completion of the Services under this Agreement.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Thirty Four Thousand Five Hundred and Eighty Dollars 00/100 (\$34,580.00)** without written approval of the City. Extra Work may be authorized, as described below, and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as



appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City Manager.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time either for cause or for the City's convenience and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may only terminate this Agreement for cause upon giving the City not less than seven (7) calendar days' written notice.

Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. The City shall within fifteen (15) calendar days following termination pay the Contractor for all services adequately rendered and all reimbursable costs incurred by Contractor up to the date of termination, in accordance with the payment provisions of this Agreement.

The following reasons shall constitute "cause" for which either party may terminate this Agreement as provided herein:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Contractor's Services by the City for more than ninety (90) calendar days, consecutive or in the aggregate, without good cause;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such Documents and Data and other information within fifteen (15) days of the City's request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

CalMet Services, Inc.  
 7202 Petterson Lane  
 Paramount, Ca 90723  
 Phone: (562) 259-1239  
 Fax: (562) 529-7958  
**Attn:** William Kalpakoff, General Manager

**City:**

City of Downey  
 11111 Brookshire Avenue  
 Downey, California 90241  
 Phone: (562) 904-7286  
 Fax: (562) 904-7296  
 Attn: City Manager

With a courtesy copy to:

City of Downey  
City Attorney's Office  
11111 Brookshire Avenue  
Downey, California 90241

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement of the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

3.5.6 Indemnification.

3.5.6.1 General Indemnification. Except as provided in subdivision 3.5.6.2 below which is applicable to "design professionals" only, Contractor shall defend (with counsel acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The Contractor's duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Contractor and/or its personnel are employees of the City, have been misclassified as an independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, and agents or volunteers. Contractor shall not be obligated to defend, indemnify or hold the City harmless in any manner whatsoever for any claims or liability arising solely out of the City's own negligent acts, errors or omissions or willful misconduct.

3.5.6.2 Design Professionals. The provisions of this subdivision 3.5.6.2 shall apply only in the event that Contractor is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Contractor is a "design professional" within the meaning of Section 2782.8(c), then, notwithstanding subdivision 3.5.6.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and

2782.6), Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and City's officers, officials, employees, volunteers and agents from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subconsultant, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Contractor's performance of any task or service for or on behalf of City under this Agreement. The Contractor's duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Contractor and/or its personnel are employees of the City, have been misclassified as an independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Such obligations to defend, hold harmless and indemnify City or any City officers, officials, employees or volunteers shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of City or such City officers, officials, employees, volunteers and agents. Contractor's cost to defend City and/or City's officers, officials, employees or volunteers against any such Claim shall not exceed Contractor's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Contractor shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Contractor has a duty to indemnify City or any City officers, officials, employees, volunteers and/or agents under this subdivision 3.5.6.2, Contractor shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness or willful misconduct.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be the courts in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and

any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any City Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

3.5.23 Effect of Conflict.

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, any of its exhibits, attachments, purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

**3.6 Subcontracting.**

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements set forth in this Agreement. Contractor shall ensure that City is an additional insured as required in Section 3.2.10.4. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF DOWNEY,  
a California municipal corporation  
and charter city**

**CalMet Services, Inc.,  
a California corporation**

By: \_\_\_\_\_  
Mayor

By:   
William Kalpakoff  
Its: General Manager

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

*Approved as to Form:*

*Approved as to Form:*

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Legal Counsel

0119.123859



# CALMET SERVICES, INC.

---

October 15, 2020

Delfino Consunji  
Director of Public Works  
City of Downey  
11111 Brookshire Ave  
Downey, CA 90241

RE: Multi-Family (5+Units) Abandoned Bulk Items

Dear Mr. Consunji,

In response to the City's request, we have determined that the quickest resolution to the matter at hand would be to have a manned vehicle canvass the City for abandoned bulk items. Services are to be provided as outlined below:

- 3 days/week
- 4 hours/day
- \$95/hour

CalMet Services is prepared to begin this service immediately upon the City's approval and will bill the City monthly for the hourly charges. These charges may be deducted from Franchise Fees or Vehicle Impact Fees if preferred.

CalMet will provide the City with a map of hot spots. Code Enforcement may also email CalMet bulk item pick-up requests at: [downeybulky@calmetservices.com](mailto:downeybulky@calmetservices.com). We will monitor this email during regular business hours throughout each day.

As always, we look forward to providing you with excellent customer service. Feel free to contact me directly with any questions or concerns.

Thank you,

  
William Kalpakoff  
General Manager

# CALMET SERVICES, INC

---

February 25, 2021

Delfino Consunji  
Director of Public Works  
City of Downey  
11111 Brookshire Ave  
Downey, CA 90241

RE: Multi-Family (5+Units) Abandoned Bulk Items

Dear Mr. Consunji,

We appreciate the opportunity to continue providing services in response to the current challenges the City is facing with the removal of abandoned bulk items.

Scope of Work

Project Manager/Designated Contact – Tracy Harcrow (Route Supervisor)

Task – Provide manned vehicle canvassing hotspots within the City for abandoned bulk items and respond to emailed City requests.

Project Coverage

- Services will be provided 3 times a week (Monday, Wednesday, and Friday)
- 54 Visits (March 1, 2021 to June 30, 2021)
- 4 hours per day at \$95 per hour, billed in arrears monthly. Cost includes all disposal fees. Grand total of \$20,520.00 for designated period.

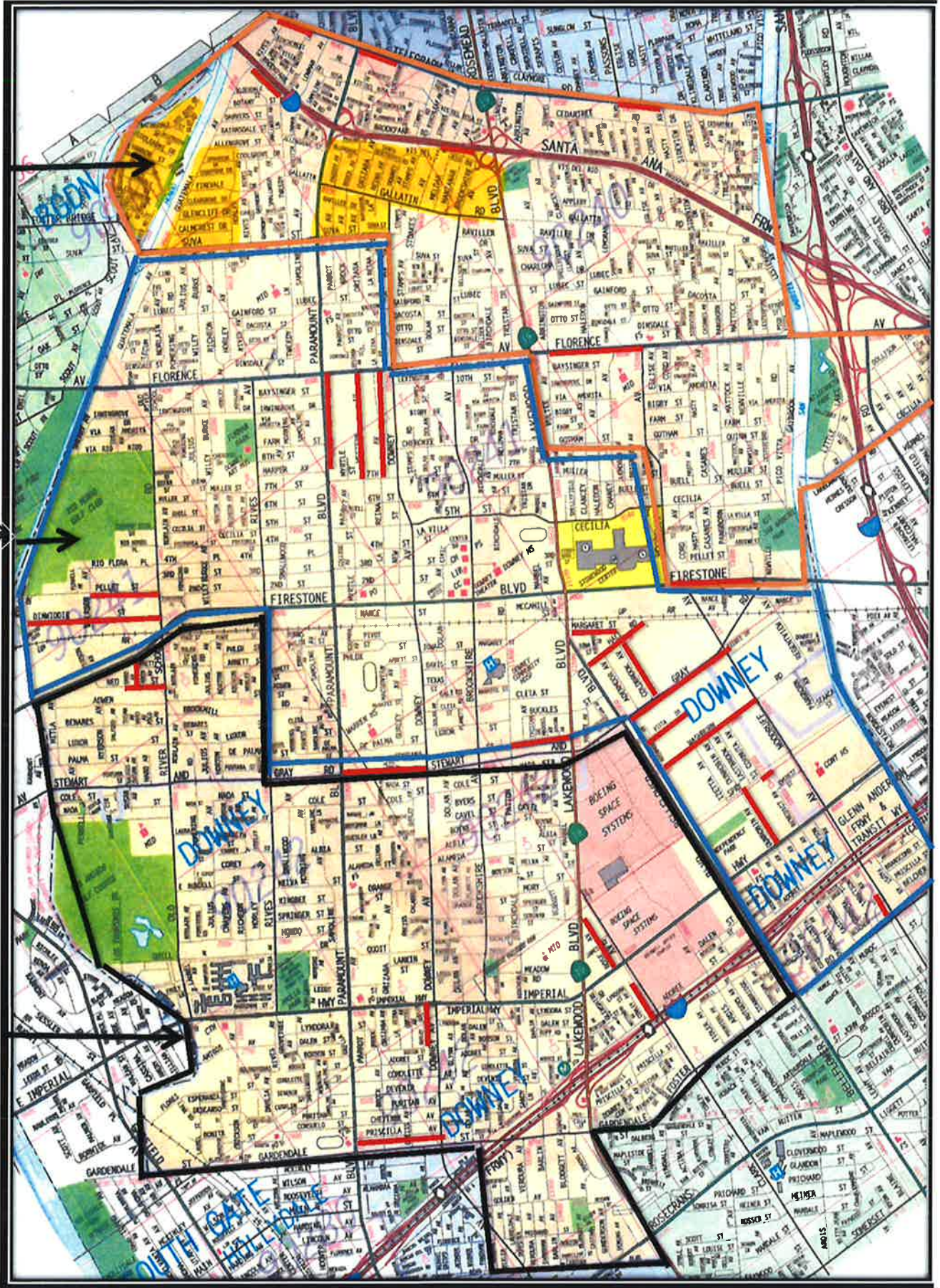
Code Enforcement may continue to email CalMet bulk item pick-up requests at: [downeybulky@calmetservices.com](mailto:downeybulky@calmetservices.com). We will monitor this email during regular business hours throughout each day.

We take great pride in working with the City to achieve the goal of a cleaner environment for residents, commercial establishments, and visitors. Please feel free to contact me directly with any questions or concerns.

Thank you,

  
William Kalpakoff  
General Manager





Monday

Wednesday

Friday







Item No.

**APPROVED BY  
CITY MANAGER**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: OFFICE OF THE CITY MANAGER**  
**BY: DELFINO R. CONSUNJI, P.E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER**

**DATE: MARCH 23, 2021**

**SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH RMG COMMUNICATIONS, INC. FOR PFAS COMMUNICATIONS AND OUTREACH SERVICES**

**RECOMMENDATION**

That the City Council:

1. Approve professional services agreement in the not-to-exceed amount of \$25,000 with RMG Communications, Inc. for Per- and Polyfluoroalkyl Substances (PFAS) communications and outreach services;
2. Authorize Mayor to execute the agreement in a form acceptable by the City Attorney; and
3. Authorize City Manager to execute any and all amendments to the agreement as deemed necessary within the program budget in a form acceptable by the City Attorney.

**BACKGROUND**

PFAS is an acronym for per- and polyfluoroalkyl substances that do not occur naturally in the environment and are resistant to heat, water, and oil. Two of the more common PFAS are perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA). PFAS, including PFOS and PFOA, have been used in the United States (US) since the 1940's to produce stain-resistant, water-resistant, and non-stick products. PFOS and PFOA are no longer manufactured or imported into the US; although some imported goods may still contain trace amounts of these substances. Other PFAS goods and materials are still produced and used in the US.

Due to concerns associated with the persistence of PFAS in the environment and its potential to accumulate over time in both animals and humans, the State Water Resources Control Board (State Water Board) Division of Drinking Water (DDW) issued monitoring orders for water agencies such as the City of Downey to collect data on the presence of PFAS in drinking water throughout the State.

Currently, there are no federal or state water quality standards for PFAS, including PFOS and PFOA. The water quality data collected from the monitoring orders will be used to help develop a Public Health Goal and a Maximum Contaminant Level which will be the water quality

standard that water agencies need to comply with in the future. Maximum Contaminant Levels for PFOS and PFOA are anticipated to be developed and adopted in the next several years.

**DISCUSSION**

In an effort to help with future outreach and communication related to PFAS, the City requested a proposal from RMG Communications, Inc. On March 9, 2021, a proposal in the not-to-exceed amount of \$25,000 was received from RMG Communications, Inc. for PFAS communications and outreach services for the City of Downey’s water system.

The proposed scope of services includes assessing federal and state water policies and outreach performed by other water agencies, developing public outreach materials utilizing video, fact sheets, and website updates providing background information on PFAS, and conducting special events and presentations as necessary.

Consultant services are anticipated to be utilized on an as-needed basis. RMG Communications, Inc. has satisfactorily performed such services for a number of agencies including the City of Folsom, Elsinore Valley Municipal Water District, Jurupa Community Services District, and Santa Clarita Valley Water District and has the staff and expertise to perform the work. Staff recommends the approval of a professional services agreement with RMG Communications, Inc. for PFAS communications and outreach Services.

**CITY COUNCIL PRIORITIES**

Quality of Life, Infrastructure & Parks  
 Public Engagement

**FISCAL IMPACT**

The total estimated project cost, including consultant services and contingencies, is \$30,000 broken down as follows:

Item	Amount
Professional Services Agreement	\$25,000
Contingencies	\$5,000
Total	\$30,000
<b>Total Project Cost:</b>	<b>\$30,000</b>

The project will be funded from Fiscal Year 2020-2021 Water Fund operating account No. 51-4-3550-0700 as provided in the following table:

Account No.	Funding Source	Amount
51-4-3550-0700	Water Fund - Water Program Support Operating Account	\$350,000
	<b>Total Project Funding:</b>	<b>\$350,000</b>

**ATTACHMENTS**

Attachment A – Professional Services Agreement with RMG Communications, Inc.

**CITY OF DOWNEY  
PROFESSIONAL SERVICES AGREEMENT  
WITH RMG COMMUNICATIONS, INC.  
FOR PFAS COMMUNICATIONS AND OUTREACH SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 23<sup>rd</sup> day of March, 2021 by and between the **City of Downey**, a California municipal corporation and charter city with its principal place of business at 11111 Brookshire Avenue, Downey California 90241 ("City") and RMG Communications, Inc., a California corporation, with its principal place of business at 747 South Mission Road, #535, Fallbrook, CA 92028, ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional **Per- and Polyfluoroalkyl Substances (PFAS) Communications and Outreach** services required by City on the terms and conditions set forth in this Agreement. Consultant represents that it has demonstrated competence and experience in providing **PFAS Communications and Outreach** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **PFAS Communications and Outreach** project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **PFAS Communications and Outreach** services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A", attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be effective on the date of issuance of the CITY's written notice to proceed, and shall continue in effect until June 30, 2022,, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The term of this Agreement may be extended by written amendment to this Agreement signed by the City Manager and the Consultant.

### **3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services. The parties acknowledge that the Schedule of Services may be amended by mutual agreement due to changes in circumstances, including changes in the performance schedules of other third parties performing work for the City on the Project, which affect the timing of Consultant's performance of the Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City.

3.2.5 City's Representative. The City hereby designates **City Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Rachel McGuire, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary



to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner consistent with the standard of care set forth herein, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in force at the time the Services are performed by Consultant and in any manner affecting the performance of the Project or the Services, including all applicable Cal/OSHA requirements, and State Water Resources Control Board requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the applicable indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Consultant's violation of such laws, rules and regulations shall also constitute a material breach of this Agreement.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services or the Project under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience with insurer, coverage or other special circumstances.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement, the Services or the Project by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. (1) *Commercial General Liability (CGL):* Insurance Services Office Form CG 00 01 covering CGL on an "occurrence"

basis including products and completed operations, property damage, bodily injury and personal and advertising injury; (2) *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or if Consultant owns no autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation* : Workers' Compensation insurance as required by the State of California with Statutory Limits; and (4) Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *Commercial General Liability (CGL)*: No less than \$2,000,000 per occurrence for products and completed operations, bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: No less than \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation*: Workers' Compensation limits as required by the Labor Code of the State of California with Statutory Limits; (4) Employer's Liability: Employer's Liability limits of no less than \$2,000,000 per accident for bodily injury or disease. Employer's Liability coverage may be waived by the City if City receives written verification that Consultant has no employees.

If the Consultant maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.2, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.3 Professional Liability (Errors & Omissions). Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services or the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate, and shall be endorsed to include contractual liability. If the Consultant maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.3, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Additional Insured Status. The Commercial General Liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to liability arising from the work, Services, Project or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work, Services. Project or operations; and (2) the insurance coverage shall be primary insurance as

respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Commercial General Liability insurance coverage may be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions are used).

(B) Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under said insurance policies set forth herein. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(C) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except with written notice by certified mail, return receipt requested to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Primary Coverage. For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance and primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

3.2.10.6 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors officials, officers, employees, agents and volunteers.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration and defense expenses and costs within the retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or City.

3.2.10.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, authorized to do business in California, and satisfactory to the City.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, including all required amendatory endorsements (or copies of the applicable policy language effective coverage required by this provision) and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to the City before the commencement of work under this Agreement. However, failure to obtain the required documents prior to the commencement of work under this Agreement shall not waive the Consultant's obligation to provide them to the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

3.2.10.10 Claims-Made Policies. If any of the policies provide coverage on a claims-made basis:

(A) The retroactive date must be shown and must be before the date of this Agreement or the date work commences under this Agreement, whichever is earliest;

(B) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Services provided under this Agreement;

(C) If coverage is canceled, non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the date work commences under this Agreement, whichever is earliest, the Consultant must purchase extended reporting coverage for a minimum of five (5) years after completion of the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Twenty Five Thousand Dollars (\$25,000.00)** without written approval of the City. Extra Work may be authorized, as described below, and if authorized, said Extra Work will be compensated at the rates and manner set forth in in Exhibit "A" attached to this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City Manager.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time either for cause or for the City's convenience and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Consultant may only terminate this Agreement for cause upon giving the City not less than seven (7) calendar days' written notice.

Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. The City shall within fifteen (15) calendar days following termination pay the Consultant for all services adequately rendered and all reimbursable costs incurred by Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The following reasons shall constitute "cause" for which either party may terminate this Agreement as provided herein:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's Services by the City for more than ninety (90) calendar days, consecutive or in the aggregate, without good cause;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such Documents and Data and other information within fifteen (15) days of the City's request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

RMG Communications, Inc.  
747 South Mission Rd., #535  
Fallbrook, CA 92028  
Phone: (760) 707-4149  
Attn: Rachel McGuire, CEO/ Founder

**City:**

City of Downey  
11111 Brookshire Avenue  
Downey, California 90241  
Phone: (562) 904-7110  
Fax: (562) 904-7296

**Attn:** Delfino R. Consunji, P.E.,  
Director of Public Works

With a courtesy copy to:

City of Downey  
City Attorney's Office  
11111 Brookshire Avenue  
Downey, California 90241

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement of the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

3.5.6 Indemnification.

3.5.6.1 General Indemnification. Except as provided in subdivision 3.5.6.2 below which is applicable to "design professionals" only, Consultant shall defend (with counsel acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The Consultant's duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Consultant and/or its personnel are employees of the City, have been misclassified as an independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, and agents or volunteers. Consultant shall not be obligated to defend, indemnify or hold the City harmless in any manner whatsoever for any claims or liability arising solely out of the City's own negligent acts, errors or omissions or willful misconduct.

3.5.6.2 Design Professionals. The provisions of this subdivision 3.5.6.2 shall apply only in the event that Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional" within the meaning of Section 2782.8(c), then, notwithstanding subdivision 3.5.6.1 above, to



the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and City's officers, officials, employees, volunteers and agents from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or service for or on behalf of City under this Agreement. The Consultant's duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Consultant and/or its personnel are employees of the City, have been misclassified as an independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Such obligations to defend, hold harmless and indemnify City or any City officers, officials, employees or volunteers shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of City or such City officers, officials, employees, volunteers and agents. Consultant's cost to defend City and/or City's officers, officials, employees or volunteers against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City officers, officials, employees, volunteers and/or agents under this subdivision 3.5.6.2, Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness or willful misconduct.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be the courts in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and

any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

3.5.23 Effect of Conflict.

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, any of its exhibits, attachments, purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements set forth in this Agreement. Consultant shall ensure that City is an additional insured as required in Section 3.2.10.4. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.



**CITY OF DOWNEY,  
a California municipal corporation  
and charter city**

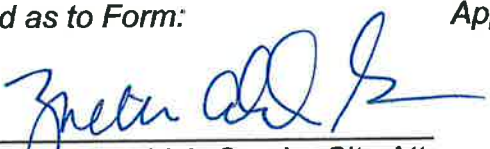
**RMG COMMUNICATIONS, INC.,  
a California corporation**

By: \_\_\_\_\_  
Claudia M. Frometa, Mayor

By:   
Rachel McGuire, CEO/Founder  
Its: President

Attest:  
  
\_\_\_\_\_  
Maria Alicia Duarte, CMC, City Clerk

Attest:  
  
  
Secretary 

Approved as to Form:  
  
  
\_\_\_\_\_  
Yvette M. Abich Garcia, City Attorney

Approved as to Form:  
  
\_\_\_\_\_  
Legal Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



A nighttime photograph of a city street corner. The scene is illuminated by streetlights, creating a warm glow. In the foreground, a red car is blurred, leaving a long, bright light trail that curves across the frame. The background features modern multi-story buildings with lit windows and balconies. A stop sign is visible on the corner. The overall atmosphere is urban and vibrant.

# PFAS COMMUNICATIONS AND OUTREACH SERVICES

**City of Downey**

Submitted March 9, 2021

EXHIBIT A

**rmg**  
COMMUNICATIONS





# Table of Contents

Project Understanding and Approach	4
Personnel	10
Representative Projects	17
References	26

Dan Mueller, P.E.  
Deputy Director of PW/  
Utilities Manager  
11111 Brookshire Ave.  
Downey, CA 90241



Dear Mr. Mueller:

On behalf of RMG Communications, I am pleased to present this proposal to support the City of Downey's on-going PFAS communication and outreach efforts.

With our in-depth understanding of PFAS and experience developing award-winning communications, marketing and branding strategies for dozens of public-sector clients and first-hand knowledge of working with California water agencies, we believe we are the perfect fit and will bring a unique understanding to these projects.

Our exceptional work is accomplished through a multi-pronged approach:



### **Collaboration**

Consider our team an extension of your staff. From start to finish, our approach makes sure your team is engaged in the process.



### **Strategy**

Effective communications, marketing and outreach campaigns are created – not copied. We approach each engagement with a fresh perspective to meet the project goals.



### **Results**

Our strategies are data driven and all projects start with a solid foundation of research to ensure exceptional quantifiable results for our clients.

We thank you for the opportunity to submit our proposal and look forward to working with you to create engaging communications and outreach strategies.


Warm regards,

A handwritten signature in blue ink, appearing to read 'Rachel McGuire'.

Rachel McGuire MBA, APR  
CEO Founder  
RMG Communications

747 S. Mission Rd. #535 Fallbrook, CA 92028  
760.707.4149 rachel@rmgcomm.com  
rmgcomm.com





Project  
Understanding  
and Approach

i  
m  
g

# Project Understanding

Located in Southern California, just minutes outside of Los Angeles, the City of Downey provides groundwater to its residents and maintains more than 22,500 water meter connections across the City. Like many communities across the nation, the City of Downey is proactively trying to stay a step ahead of any potential water quality issues associated with per- and polyfluoroalkyl substances (PFAS) chemicals.

New state monitoring orders, along with the perceptions created by media and movies, such as 2019's "Dark Waters," have made it essential that the City share its story on how it is working to tackle PFAS in its groundwater supply through treatment, technology and transparency.

**RMG Communications is here to help the City of Downey continue to strategically develop effective communications and outreach strategies for PFAS, so that the City can maintain a high level of trust and satisfaction with its customers and key stakeholders.**



We'll accomplish this through our proven methodology:



Collaboration



Strategy



Results







## **Approach: Account Management**

RMG Communications employs a strategic, multi-pronged approach to our communications, marketing and branding efforts to ensure maximum results.

Providing the City of Downey with exceptional customer service from start to finish is RMG Communications' goal. Our leadership team is based in Southern California and can be readily available when needed. RMG Communications uses the following tools and best practices to support consistent and transparent communications throughout the project.

### **REGULAR CLIENT CHECK-IN**

These regular meetings will allow the City and RMG Communications to share progress updates and next steps to ensure all team members are aligned and that the project continues to move forward and meet all deadlines. Meetings can be held in person (social distance permitting) or will be held via Zoom calls.

### **WEEKLY RMG STRATEGY MEETINGS**

These meetings allow the internal RMG Communications team to touch base on project deliverables and timelines.

### **SMARTSHEETS**

Our team uses Smartsheets for day-to-day project management, timelines, approvals and follow-ups. We will give the City's team access to the project management sheets upon project kick-off.

### **DROPBOX**

Dropbox is used for all digital assets, such as logos, marketing materials and documents throughout the process. RMG Communications will set up a stand-alone Dropbox folder and provide the City's team access.

# ✦✦ Approach: Project Management

**Effective communications and outreach strategies are made – not copied.**

## **We know public-sector, water and communications:**

Working with RMG Communications, our clients benefit from the large agency expertise, in-depth capabilities and top-notch advisory services while receiving an unmatched level of personal, hands-on experience.

We understand the unique challenges facing government agencies while also providing results-driven cutting-edge strategies and tactics that resonate with our clients and the communities they serve.

Our top team members have more than 50 years combined experience working in water, cities and other special districts throughout California. In addition, our firm is headed up by award-winning public relations professionals who hold the elite Accreditation in Public Relations to ensure our clients receive the highest level of service focused on multifaceted, precise and measurable communications strategies for our clients. The rest of our carefully curated team for this project has worked with dozens of public sector clients in California, nationally and internationally producing exceptional results.

**When it comes to crafting impactful communications and marketing strategies, we rely on using our four-pronged approach of research, planning, implementation and evaluation.**

# ✦✦ Approach: Project Management

## PHASE 1: RESEARCH

Effective Communications and Outreach Strategies are Created – Not Copied. Research is the foundation for effective, impactful communication and marketing projects and programs – regardless of the project's size. Upon engagement with RMG Communications, our firm will embark upon a research and discovery process for every project. Our team will move forward with using information gathered in the research phase to develop objectives, strategies, tactics, timeline and measure results for each project.

For the City's ongoing PFAS needs, we will use research to guide our strategies. Ongoing research may include:

- Review of resident surveys
- Communications analysis and audit of ongoing City PFAS communications and outreach
- Current state and federal water policy, surveys and PFAS outreach by other agencies
- Meetings with the City and others working with the City on PFAS water quality response

## PHASE 2: PLANNING

We will continue to use the data and insights uncovered in Phase 1, to develop the overall communications and marketing strategies for The City's PFAS outreach.

## PHASE 3: IMPLEMENTATION

The PFAS communications and outreach strategy will continue to be reviewed and updated as needed by the City's communications team and RMG Communications. All outreach strategies and tactics will be developed in line with the approved plan.

PFAS industry and regulations continue to change and outreach strategies will be adapted to meet the changing needs of this ongoing communications effort. Communications and outreach deliverables may include, but are not limited to:

- Video - Develop video explaining PFAS and its effects on the City.
- Media Relations – Develop news releases and media alerts on PFAS updates, projects and programs.
- Collateral Development – Create and update, as needed, website, e-newsletter, fact sheet, postcard, social media and other collateral pieces to educate customers and stakeholders on PFAS and how the City is responding to water quality concerns in the region.
- Special Events – Coordinate special events, such as groundbreakings and ribbon cuttings, for PFAS facilities.

## PHASE 4: EVALUATION

For every project, our team will continually evaluate the process and refine our approach to successfully meet our goals on target and on time. We will provide the City with ongoing project reports and evaluation metrics, if requested.



# ✦ Estimated Costs

## ESTIMATED COSTS

Working with RMG Communications, you get the large agency expertise, in-depth capabilities and top-notch advisory services while benefiting from an unmatched level of hands-on personal service. Our lean structure means that veteran, award-winning communicators, who hold the elite Accreditation in Public Relations credentials, handle the bulk of project work and client interaction from start to finish while still maintaining a competitive price point. We look forward to engaging with your team to identify project priorities and adjust resources and budgets for the City.

## PROJECT BUDGETS

Rates are based on time and materials calculated using the following hourly rates by staff classification and estimating staff hours required to complete tasks. We carefully manage our project budget to ensure we stay on budget.

Principal in Charge	\$200
Sr. Communications Manager	\$175
Strategic Visual Designer/ Media Specialist	\$125

## LIST OF ESTIMATED COSTS

### VIDEO

RMG will script and shoot an up to three minute video on PFAS and how the City is tackling this contaminant in its groundwater.

This package includes one full eight-hour day of production to include up to four locations, including two hours of drone footage as well as script writing and voice over. (includes shoot, travel time and two rounds of edits). **\$3,995**

The services being requested will be on an as-needed basis, not to exceed **\$25,000** through the end of June 2022.

## SCOPE OF WORK CHANGES

In the event that the City needs a change to the scope of work that will result in additional work, our team will propose a scope change that will include an itemized breakdown, timeline and cost.

## BILLING

Fees will then be invoiced monthly according to the work performed in the month prior.

## REIMBURSABLE EXPENSES

Mileage expenses are billed at \$0.56 per mile. A customary 20 percent markup will be added to out-of-pocket expenses (such as advertising buyouts, printing, stock photography purchases) and are not included in this estimate.



Personnel

r  
m  
g



# Who We Are



Founded



Industry Awards



Clients



S-Corporation



Locally Based  
in So. California



Top Team Members  
with Accreditations  
in Public Relations



Woman Owned  
Small Business



Collective Years  
in Branding,  
Communications  
and Marketing

For the City of Downey, RMG Communications has assembled a top-notch team of award-winning industry leaders who specialize in communications, marketing and branding.

Our team is designed to leverage the strengths of our staff within a streamlined structure to provide exceptional results with a high level of customer service and quality. We've also tapped into our talented extended team members to support our efforts in meeting your objectives.



# Meet Our Team



**Rachel McGuire** MBA, APR  
Principal in Charge



**Liselle DeGrave** APR  
Senior Project Manager



**Sebastian Sidi**  
Media Specialist



**Ashley Ringger**  
Strategic Visual Designer



## Education & Credentials

- University of Redlands M.B.A.
- UCLA B.A., Communications Studies
- Universal Accreditation Board  
Accreditation in Public Relations

## Affiliations & Awards

- Public Relations Society of America  
Member
  - San Diego/Imperial Counties  
Director at Large
  - Inland Empire Past President
  - **2020 Best in Show Recipient**
- California Association of Public  
Information Officials Member
  - Past President
  - **2016 Communicator of the Year**
  - **2019 Lifetime Achievement  
Award Recipient**

## Rachel McGuire MBA, APR

Principal in Charge

Rachel is a leader in the field of public-sector communications and brings more than 15 years of experience working in-house and in an agency setting to this project along with a proven track record of award-winning communications, marketing and branding strategies. She will serve as the principal in charge and lead RMG's fully integrated team of communications, marketing and branding professionals.

## Relevant Experience

### SCV WATER

Rachel manages SCV Water's communications strategies for water quality issues related to PFAS, including media relations, content development for social media, website and collateral, signage and video as well as construction outreach for water treatment facilities. She also provides the Agency with on-call communications services for water efficiency, water quality, special events and community outreach.

### ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Since 2019, Rachel has provided EVMWD with communications and outreach support. She helped the agency develop its first-ever PFAS communications outreach strategy, video and fact sheets. In addition, she supports the City's ongoing outreach efforts for water quality and education.

### CITY OF EASTVALE

Rachel provides on-call communications services for the City of Eastvale. She worked on the City's Biz Support campaign that provided resources to local businesses and included a video, business tool kit with social media and flyers for local businesses as well as a survey to gain insight into the resource needs of the business community.

### JURUPA COMMUNITY SERVICES DISTRICT

For JCSD, Rachel has managed numerous projects including the development of the District's first-ever Communications and Marketing Plan, which included an in-depth research phase with a customer survey, focus groups and one-on-one interviews with key stakeholders. She also developed the District's guiding principles, key messages, audiences, objectives, strategies and tactics.



## Education & Credentials

- San Diego State University  
B.A., Communications Studies,  
Emphasis in Public Relations;  
Minor in Spanish
- Universal Accreditation Board  
Accreditation in Public Relations

## Affiliations & Awards

- Public Relations Society of America  
Member
  - Past Director at Large
  - Past Assembly Delegate, Board  
Member
  - 2019 PRSA Spirit of PR Award
  - 2020 Best in Show Recipient
- California Association of Public  
Information Officials Member
- Hispanic Public Relations Association
  - 2020 Director at Large, LA Chapter

## Liselle DeGrave APR

### Senior Communications Manager

A veteran communicator, Liselle's expertise includes spearheading communications, marketing and branding projects for public-sector clients throughout California. Her bilingual capabilities provide strategic leadership and cultural sensitivity based on first-hand experience. She will be responsible for executing communications projects and programs.

## Relevant Experience

### SCV WATER

Liselle serves as the assistant project manager for SCV Water's award-winning PFAS outreach. In her role, she assists with crafting communications strategies, messaging and creative collateral.

### ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Liselle has worked on a variety of communications and marketing projects for EVMWD, including the District's 2019 Annual Report, PFAS strategy, media relations and outreach materials as well as outreach for campaigns and projects.

### JURUPA COMMUNITY SERVICES DISTRICT

For JCSD, Liselle has overseen numerous projects including the development of the District's first-ever Communications and Marketing Plan, which included an in-depth research phase with a customer survey, focus groups and one-on-one interviews with key stakeholders.

### SANTA ANA WATERSHED PROJECT AUTHORITY

Liselle oversaw the agency's YourSoCalTapWater blog, social media and community outreach efforts. As part of this effort, she rebranded the blog using research and insights. The newly rebranded blog resulted in year-after-year growth. In addition, she has developed the award-winning Trust the Tap campaign and logo, which highlighted the safety of tap water throughout Orange, San Bernardino and Riverside Counties in English, Spanish and Vietnamese.





## Sebastian Sidi

### Media Specialist

Sebastian has decades of experience in media services including video production, sound engineering, music composition, photography, podcast production, social media and special events management. From pre- to post-production, he ensures that all projects receive the highest levels of customer service and attention to detail to guarantee a top-quality product for our clients. For this engagement, Sebastian will provide video, sound engineering and podcast production.

### Relevant Experience

#### **SANTA ANA WATERSHED PROJECT AUTHORITY**

Sebastian oversaw the video production efforts for the award-winning Trust the Tap campaign, which highlighted the safety of tap water throughout Orange, San Bernardino and Riverside Counties.

#### **WESTERN MUNICIPAL WATER DISTRICT**

Sebastian provided pre- to post-production video services for Western Municipal Water District's meter replacement video, highlighting the agency's district-wide meter replacement program.

#### **ELSINORE VALLEY MUNICIPAL WATER DISTRICT**

For EVMWD, Sebastian has developed numerous videos, including videos on addressing water quality, rate increases, education and events.

#### **INLAND EMPIRE UTILITIES AGENCY**

For IEUA's water-use efficiency toolkit project, Sebastian utilized video and drone footage at numerous locations throughout the Agency's service area. Videos were edited into short clips for member agencies to use in social media or combined with other media projects.



## Education & Credentials

- Brigham Young University  
B.B.A. Marketing
- California State University at San Marcos  
Graphic Design

## Ashley Ringger

### Strategic Visual Designer

Ashley is an accomplished professional in the fields of communications and public affairs. She brings more than 10 years of experience in community outreach and engagement as well as graphic and website design to RMG Communications. A gifted storyteller, graphic artist and web designer she will assist with crafting dynamic visuals together with meaningful content for this project.

### Relevant Experience

#### SCV WATER

Ashley oversees artistic direction for SCV Water projects and programs for communications, water resources and engineering. For this project, she distills complex water topics and regulatory issues into easy-to-understand visuals that help tell the Agency's story. Graphic design projects she is currently overseeing, including PFAS (fact sheets, social media, infographic and icon development). Additionally, she designed the public notice fact sheet for SCV's Saugus Formation Aquifer Engineering Evaluation/Cost Analysis study. She is also designing community outreach materials for the Agency's recycled water expansion project.

#### SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

Ashley coordinates San Bernardino Valley Municipal Water District's award-winning social media program, including content development, social media calendaring, graphics, analytics, ad buys and social media monitoring. She has also worked on collateral development.

#### SANTA ANA WATERSHED PROJECT AUTHORITY

Ashley coordinated content development, social media calendaring, graphics, social media monitoring and ad buys for the Authority's YourSoCalTapWater blog, social media and community outreach efforts. She has also managed web design and content management for the blog.

#### ELSINORE VALLEY MUNICIPAL WATER DISTRICT

For nearly 10 years, Ashley played a pivotal role working in-house at the District and coordinated community and government affairs efforts, including its outreach and engagement programs, education programs, special events, social media, graphic design, legislative analysis and grant coordination.



# Representative Projects





Case Study • Award Winning Campaign

# PFAS COMM/ OUTREACH SCV WATER

Located in Southern California, just 30 miles outside of Los Angeles, SCV Water serves nearly 300k residents and businesses in its 195 square-mile territory. New state and federal regulations regarding per- and polyfluoroalkyl chemicals (PFAS) created a crisis of confidence for SCV Water's customers.

SCV Water partnered with our team to share its story on how it is working to tackle PFAS in its groundwater supply through treatment, technology and transparency.

**Goal: To develop a long-term comprehensive strategy and crisis communications plan with the goal of transparently and effectively educating customers and stakeholders on PFAS and how the agency is addressing PFAS in order to maintain a high level of trust and satisfaction in SCV Water.**



## Research

- Customer Survey Review
- Communications Analysis and Audit
- Stakeholder Mapping
- Strategic Planning Session



## Strategy

- Leveraging internal communications
- Developing engaging content
- Engaging in proactive media relations
- Creating effective community relations strategies
- Increasing understanding through water policy




## Results

- Six news releases resulting in 16 positive or neutral stories, zero negative stories
- Active participation with other affected water purveyors, regulatory agencies and legislators
- More than 10 community presentations reaching 650+ constituents
- Dozens of engaging communications materials, including a video, social media, e-newsletters, fact sheets and direct mail



# PFAS Comm /Outreach

## PFAS FACTS



**WHAT ARE PFAS?**  
Per- and poly-fluoroalkyl substances (PFAS) are a group of man-made chemicals, including PFOA, PFOS and GenX, which is a chemical replacement for PFOA. For more than 70 years, PFAS have been manufactured and used in a variety of industries worldwide.

According to the Environmental Protection Agency, exposure to certain PFAS can lead to adverse health effects in humans.

**WHERE ARE PFAS FOUND?**  
These chemicals are found in thousands of commonly used products, such as non-stick cookware, cosmetics, food packaging, firefighting foam, clothing, plastics and cleaning products.

**PFAS are in 1,000s of commonly used products and the environment**

Additionally, these chemicals exist in the environment due to manufacturing, product use and discharge of liquid waste.

Most people have measurable amounts of PFAS in their blood and are typically exposed to PFAS through eating food grown in contaminated water/soil or consuming food from packaging that contains PFAS. PFAS are also found in products from environmental dust, including clothing, roofing fabric, dry-cleaning PFAS, or drinking contaminated water.

**HOW DID PFAS GET INTO OUR WATER?**  
Like many communities throughout the nation, tiny amounts of PFAS are found in our water supply. The common source of PFAS in SCV Water are believed to be from consumer products and other industrial uses in the area.

SCV Water is actively minimizing PFAS in the water supply. We test our water thousands of times per year to ensure it meets the state and federal water quality standards. If any of our wells exceed PFAS levels set by the state, we take immediate action and remove the well from service.

**PFAS IN SCV WATER TIMELINE**

- 2012-2020: EPA's Unsettled Contaminants Monitoring Program requires PFAS chemicals.
- 2018: EPA approves new Lifetime Health Advisory (LHA) for PFOA and PFOS in drinking water, which is advisory or non-enforced. LHA for PFOA is 70 ppt and for PFOS is 70 ppt.
- 2019: SCV Water begins quarterly SCV-wide PFAS testing. SCV-wide testing results are released from October 2019 through May 2020. SCV's average PFAS is 1.5 ppt for PFOA and 1.5 ppt for PFOS.
- 2019: EPA begins ongoing agreement to fund for PFAS treatment. EPA will fund SCV's water treatment for PFAS.
- 2019: Following the EPA's ruling, SCV establishes water treatment. SCV's average PFAS is 1.5 ppt for PFOA and 1.5 ppt for PFOS.
- 2020: SCV's average PFAS is 1.5 ppt for PFOA and 1.5 ppt for PFOS.
- 2020: EPA's Unsettled Contaminants Monitoring Program requires PFAS chemicals.

## CONSTRUCTION ALERT



**WATER TREATMENT FACILITY @ WILLIAM S. HART BASEBALL/SOFTBALL LEAGUE PARKING LOT**



**PROJECT DETAILS**  
Like many communities throughout the nation, tiny amounts of PFAS are found in our water supply. To remove PFAS from the water, SCV Water will visit a new water treatment facility around our water containers to meet all drinking water standards.

**PROJECT SCHEDULE**  
OTHER: FEB. 1 TO JUNE 30, 2020

**WHAT TO EXPECT:** All project construction is contained within the already fenced well-paved area to the south of the 3rd St. Entrance. We have the first utility survey completed before any construction is planned. All construction equipment and supply staging is planned to be placed on our well site next to the William S. Hart Baseball/Softball Lot. The project will treat 0.550 gallons of water per minute, enough to serve 5,000 families for a year.

**Enough water annually for 5,000 families**

Additionally, SCV Water will add a chlorine disinfection facility in an enclosed building within the fenced area. Currently, these wells are treated with chlorine only. Construction lighting and sound will be a minor disturbance to the area. SCV Water and other water agencies across the US. The chlorine remains in the distribution system single product, low disturbance by-products, with lower taste and odor capacity than hypochlorite. The entire project will take place within the already fenced area.

**CONSTRUCTION SITE SAFETY**



## OUR CUSTOMERS COME FIRST



Here's what we are doing to address PFAS in the Santa Clara Valley:


**TESTING**  
SCV Water proactively and voluntarily sampled water from all of our active wells to ensure our water is meeting the new lower state regulations for PFAS, which are some of the most stringent in the nation. This testing is in addition to the thousands of water tests we run each year to protect our water supply. If any of our wells exceed the state's response levels for PFAS, the well will be removed from service.

**TECHNOLOGY**  
As technology continues to advance, water agencies can remove even smaller amounts of chemicals in the water and a more static and logical agencies to review water quality standards when needed. SCV Water is taking immediate steps to address PFAS in our water through new, innovative strategies and proven treatment options, including a new treatment plant scheduled to open by summer 2022.

**TRANSPARENCY**  
We are committed to communicating important, up-to-date information on PFAS with our customers.




December 11, 2019



## WATER CURRENTS

Special Edition: MAINTAINING OUR WATER QUALITY | PFAS UPDATE

### Message from the General Manager

Valued Customer,

Ensuring that water that is safe to drink and reaches your home 24/7 is a top priority for the SCV Water team.

You may have heard recent quarterly water well testing detected perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS), known as PFAS.

PFAS are found in thousands of commonly used products, like non-stick cookware, food wrappers, firefighting foam and cleaning products. And, like many communities throughout the nation, tiny amounts of PFAS have entered our water supply.

To monitor for PFAS and other substances, we test thousands of times per year to ensure our water meets or surpasses state and national water-quality standards.

We are committed to clear and timely communication, and this special edition of Water Currents is full of information on PFAS and how we are taking immediate steps to tackle this substance in our drinking water through new, innovative strategies and proven treatment options.

We welcome any questions/comments you may have.

Sincerely,  
Matt Stone  
General Manager  
SCV Water

### LOCAL PFAS NEWS

**Commitment to Water Quality: Your Water is Safe to Drink**

Our top priority is ensuring the water we are serving to our customers is safe, reliable and meets or surpasses all state and federal water quality standards. Our water is treated and tested for a wide range of PFAS, including PFOA, PFOS, and GenX. We are committed to providing you with the most up-to-date information on PFAS.

## Case Study

# Advanced Meter Outreach LVMWD

Las Virgenes Municipal Water District (LVMWD) provides drinking water, wastewater treatment, recycled water and composting for 70,000 residents in some of Southern California's most affluent communities, including Calabasas, Agoura Hills, Westlake Village, Hidden Hills and surrounding unincorporated areas.

When the District embarked on its multi-year advanced meter installation project, our team was selected to develop an effective outreach campaign and strategies to successfully help LVMWD communicate about the benefits of this important project.

**Goal: To transparently and effectively educate customers and stakeholders about the advanced meter project benefits and the installation process to maintain a high level of trust and satisfaction with customers.**



## Research

- Customer Advanced Meter Survey Review
- Communications Analysis and Audit
- Strategic Planning Session



## Strategy

- Developing a communications strategic plan for the project
- Creating a distinct project brand
- Crafting engaging content across multiple channels
- Creating effective community relations strategies



## Results

- Multi-year communications plan to guide the success of the project
- Dozens of engaging communications materials, including a social media, newsletters, fact sheets and direct mail
- Community buy-in and understanding about the project

# Advanced Meter Outreach

**24/7 access to your water use information**

**ADVANCED METERS**

**24/7 access to your water use information**

LV Tap Advanced  
METER ENHANCEMENT PROGRAM

**How Advanced Meters Work**

**Your Home**

**Your Advanced Meter**  
An electronic high-tech meter at each property will accurately record and transmit timely meter readings with no human assistance.

**Digital Data Read**  
A digital data reader will collect data from your smart meter and transmit it to the Customer Information System.

**Customer Information System**  
Your data is captured by LV Tap Advanced's Customer Information System, which will analyze your meter readings and generate a report.

**Analysis to Customer**  
The report will be sent to your smartphone via email or text message.



## LV TAP ADVANCED METER ENHANCEMENT PROGRAM

LV TAP Advanced Meter Enhancement Program continues the District's commitment to transparency, technology, innovation and quality customer service. Starting in September 2020 through mid-2022, we are upgrading our customers' existing water meters to advanced meters.



**IN**  
Customers do not need a contractor (Ferguson)

Starting in September 2020, Las Virgenes Municipal Water District (LVMWD) will be upgrading our customers' current water meters as part of our LV Tap Advanced Meter Enhancement Program.

Prior to installation, our contractor (Ferguson) will follow all COVID-19 distancing protocols) to not experience a 30-minute wait.

Once complete, our contractor will call you to confirm the installation. Thank you for providing us with your contact information. If you need to schedule a time for installation, please call us at 818.251.2200.

**LEARN MORE**

818.251.2200  
advancedmeter@lvmwd.com  
lvmwd.com/advancedmeter

Follow us on social media: [Facebook icon] [Twitter icon] [LinkedIn icon]

**The new advanced meters:**

- About 100 million smart meters are installed throughout the U.S. and are used by many agencies to improve water service.
- Use smart technology with less of it (more installed throughout the U.S. and used by many agencies to improve water service).
- Give our customers 24/7 convenience to manage their water usage and billing, detect water leaks and receive alerts.

**24/7 Customer Analytics**  
New online tools will help our customers easily manage their household water use. Customers can register to receive alerts for leaks or high water usage through email or text messages.

**Reduced Water Loss**  
Customers can quickly check water usage or detect leaks, which can save money and prevent costly repairs/damage.

**Environmentally Sustainable**  
Less LVMWD feet of water on the road means less emissions to our environment and community.

**Daily Bill Information**  
Customers can review their water usage, water usage to better manage their water bill. They can also set household water budgets in order to be notified if they're about to exceed their water budget.



## Case Study

# On-Call Communications and Outreach Services City of Eastvale

The City of Eastvale is one of California's newest cities with more than 73,000 residents in northwest Riverside County, who enjoy the City's many amenities and proximity to Los Angeles and Orange counties.

We provide communications, outreach and branding services to the City.

**Goal: To provide on-call communications and outreach services to the City to maintain ongoing, proactive, engagement with residents, the media and other key stakeholders.**



## Research

- Survey Development
- Content and Media Analysis
- Communications Analysis and Audits
- Strategic Planning Sessions



## Strategy

- Creating effective communications strategies
- Developing engaging content
- Creating branded project campaigns



## Results

- Launch of Eastvale Biz Support, including developing a comprehensive business survey, video, signage and content for businesses
- Branded templates for City materials and flyers
- Development of the City's 2020 State of the City video

# On-Call Communications and Outreach Services

**Eat local. Buy Local. Save Local.**

**Small support.**

**Huge difference.**

LOVE Eastvale SHOP EASTVALE

LOVE Eastvale SHOP EASTVALE

**EASTVALE**  
we're in this **TOGETHER**

Support our local businesses during COVID-19. [eastvaleca.gov](http://eastvaleca.gov)

- Shop local for essential items.
- Get food to-go, order delivery or dine outdoors.
- Purchase gift cards or book services from local businesses to use at a future date.
- Follow your favorite local businesses online to learn about ways you can support them.
- Visit local businesses virtually via their websites to find out what services, specials and more are offered.
- Sign up for e-newsletters sent out from local businesses to get more information on what's happening.

CITY OF EASTVALE



**Money spent here, stays here. Keep revenues local.**

LOVE Eastvale SHOP EASTVALE

visit local businesses **VIRTUALLY** via their websites to find out what **SERVICES, SPECIALS and MORE** are offered

**EASTVALE**  
we're in this together.

**SIGN UP** for e-newsletters sent out from local businesses to get more information on what's happening

**EASTVALE**  
we're in this together.

## Case Study <sup>09</sup> Award Winning Campaign

# Strategic Communications and Marketing Plan JCSD

Jurupa Community Services District (JCSD) recognized the need for a District-wide Strategic Communications and Marketing Plan to serve as a comprehensive framework for their communications and marketing efforts.

The District worked with our team to develop a plan with a solid foundation of research to guide the development of the plan's guiding principles, key messages, audiences, goals, strategies, objectives and tactics.

### Goals:

- To transparently, proactively and effectively inform and educate customers and stakeholders through a two-way dialogue about JCSD and its programs, projects and initiatives to maintain a high level of trust and satisfaction in the District.
- To provide opportunities for all community members to give input to JCSD on projects, programs and issues that are important to them.
- To increase public awareness of JCSD and its spectrum of services to build positive perception and support of the District and its mission and differentiate JCSD from other public agencies.
- To position JCSD as a thought leader through creating dynamic, relevant communications content, partnerships and opportunities.



## Research

- SWOT Analysis
- In-depth Interviews
- Focus Groups
- Digital Customer Survey
- Communications and Media Audit



## Strategy

- Developing a comprehensive research process to guide plan development
- Creating an easy to use Communications and Marketing Plan
- Developing a tactical timeline and highlighting key metrics for success



## Results

- 400 survey respondents
- Feedback from dozens of key stakeholders during focus groups
- 3 year plan and implementation schedule to serve as a roadmap for District marketing and communication efforts
- Immediate, proactive District implementation of strategies and tactics to improve customer communications



# Strategic Communications and Marketing Plan

## 2019 WATER QUALITY REPORT

Water Quality Services District (WQSD) took the quality of drinking water through its treatment plant and distribution system to the next level by installing a new water filtration system in January 2019. The new system will provide the highest quality drinking water to the community.

The quality improvement is due to the installation of a new water filtration system in January 2019. The new system will provide the highest quality drinking water to the community.

Water Quality Services District (WQSD) is committed to providing the highest quality drinking water to the community. The new water filtration system installed in January 2019 will provide the highest quality drinking water to the community.

**Services: Water Sewer Streetlights Frontage Maintenance Graffiti Abatement Parks & Recreation**



## FLUSHING

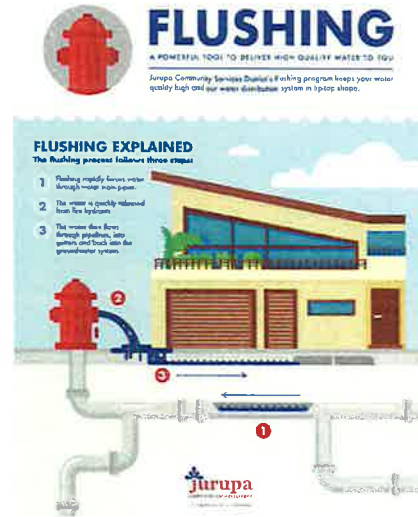
A POWERFUL TOOL TO DELIVER HIGH-QUALITY WATER TO YOU

Junupa Community Services District's Flushing program keeps your water quality high and our water distribution system in top shape.

### FLUSHING EXPLAINED

The flushing process follows three steps:

1. Flushing rigging forces water through street main pipes.
2. The water is quickly released from fire hydrants.
3. The water then flows through gutters, into gutters and back into the sewer system.



## JOIN THE FIGHT AGAINST FOG

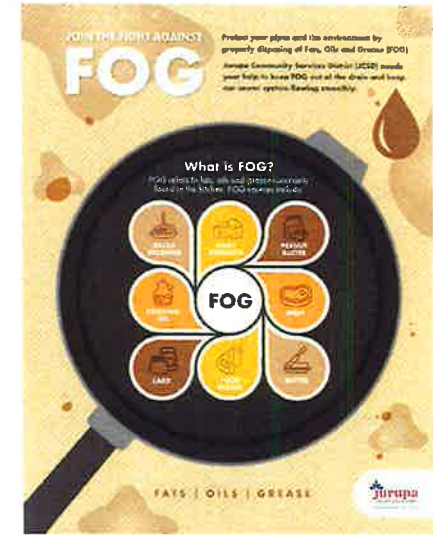
Proper grease and fat management by properly disposing of Fat, Oil and Grease (FOG) inside Community Services District (CSD) results in less FOG out of the drain and less on sewer system. Saving money.

### What is FOG?

FOG refers to the fat, oil and grease commonly found in the home. FOG comes from:

- MEAT
- EGG
- COFFEE
- SOUP
- SAUCE
- GRAVY
- CONDENSED MILK
- TOASTED BREAD
- CRISPS
- PIZZA
- COOKING OIL
- SHORTENING

FATS | OILS | GREASE



## 03 RATEPAYER \$ HARD AT WORK

Granite Hill Pipeline (GHP)

The Granite Hill Pipeline (GHP) is a major water infrastructure project that will provide clean, safe drinking water to the community. The project is a partnership between the City of Downey and the Granite Hill Pipeline Authority.



## 04 INFORMATION ABOUT YOUR WATER

Water Quality Services District (WQSD) is committed to providing the highest quality drinking water to the community. The new water filtration system installed in January 2019 will provide the highest quality drinking water to the community.

Water Quality Services District (WQSD) is committed to providing the highest quality drinking water to the community. The new water filtration system installed in January 2019 will provide the highest quality drinking water to the community.



## HOW JCSD TREATS YOUR WATER

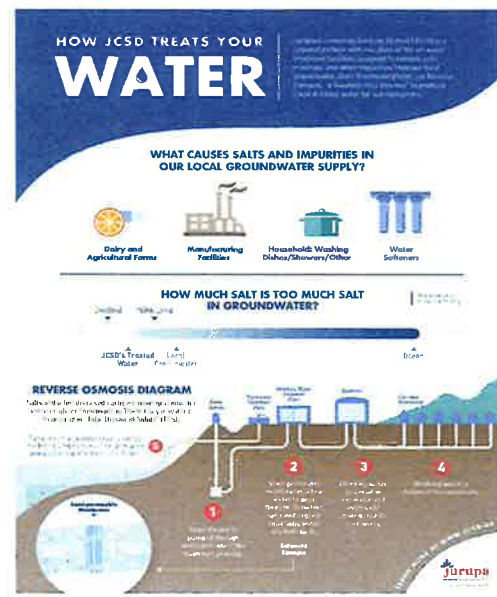
WHAT CAUSES SALTS AND IMPURITIES IN OUR LOCAL GROUNDWATER SUPPLY?

- Dairy and Agricultural Farms
- Manufacturing Facilities
- Household Washing Dishes/Showers/Other
- Water Softeners

### HOW MUCH SALT IS TOO MUCH SALT IN GROUNDWATER?

JCSD's Treated Water

### REVERSE OSMOSIS DIAGRAM





# References

i  
m  
g

# References

## **BONNIE WOODROME, APR**

Community Affairs Supervisor  
Elsinore Valley Municipal Water District  
31315 Chaney Street  
Lake Elsinore, CA 92530  
951.674.3146, Ext 8274  
bwoodrome@evmwd.net



### **PROJECT SIZE AND DESCRIPTION:**

Various projects, including the 2020 Annual Report; PFAS strategy and outreach materials, news releases and media assistance, education program materials, videos, signage and collateral (fact sheets, posters, flyers).

## **ALISON LOUKEH**

Community Affairs Supervisor  
11201 Harrel Street  
Jurupa Valley, CA 91752  
951.727.8007  
aloukeh@jcsd.us

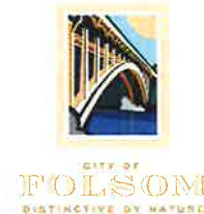


### **PROJECT SIZE AND DESCRIPTION:**

Various projects, including the District's Strategic Communications and Marketing Plan research and development; 2020 Consumer Confidence Report; ad buys; social media content; and collateral development (fact sheets, PPT templates, bill stuffers).

## **CHRISTINE BRAINERD, MPA, APR**

Communications Director  
City of Folsom  
50 Natoma Way  
Folsom, CA 95630  
916.461.6013  
cbrainerd@folsom.ca.us



### **PROJECT SIZE AND DESCRIPTION:**

Provide writing and copy editing services for the City's website update (set to go live in early 2021). Wrote and edited copy for style, consistency and tone across all the City's department pages. Ensured that the copy was ADA and Federal Plain Language standard compliant.

## **KATHIE MARTIN**

Communications Manager  
SCV Water  
26521 Summit Circle  
Santa Clarita, CA 91350  
661.661.513.1265  
kmartin@scvwa.org



### **PROJECT SIZE AND DESCRIPTION:**

Multi-year, award winning PFAS communications and outreach program. Developed overall strategy/messaging and implemented outreach, including media relations, content creation for websites, newsletters, social media and video.



**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: GILBERT A. LIVAS, CITY MANAGER**

**DATE: MARCH 23, 2021**

**SUBJECT: COUNCIL APPOINTMENT TO INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)**

---

**RECOMMENDATION**

That the City Council adopt the attached Resolution:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPOINTING MARIO TRUJILLO, COUNCIL MEMBER AS THE REPRESENTATIVE AND CATHERINE ALVAREZ, COUNCIL MEMBER, AS THE ALTERNATE AND ANIL H. GANDHY, DIRECTOR OF FINANCE AND INFORMATION TECHNOLOGY, AS THE SUBSTITUTE ALTERNATE REPRESENTATIVE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA).**

**DISCUSSION**

The Joint Powers Agreement provides that the City Council of each member of city may appoint a member of the City Council as the city's representative to the ICRMA Governing Board and authorizes the appointment of an alternate representative and a substitute alternate representative to represent to the City's interest in the absence of the City Council appointee. The City of Downey desires to designate its representatives to the ICRMA Governing Board.

**CITY COUNCIL PRIORITIES**

Efficiency & Adaptability

**FISCAL IMPACT**

There is no fiscal impact.

**ATTACHMENTS**

Attachment A: Resolution

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPOINTING MARIO TRUJILLO, COUNCIL MEMBER AS THE REPRESENTATIVE AND CATHERINE ALVAREZ, COUNCIL MEMBER, AS THE ALTERNATE AND ANIL H. GANDHY, DIRECTOR OF FINANCE AND INFORMATION TECHNOLOGY, AS THE SUBSTITUTE ALTERNATE REPRESENTATIVE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA).**

**WHEREAS**, the City of Downey ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code; and,

**WHEREAS**, ICRMA provides a Liability Risk Management Program, Property Risk Management Program, Workers' Compensation Risk Management Program, and other programs for its members; and,

**WHEREAS**, the Joint Powers Agreement provides that the city council of each member city may appoint a member of the city council as the city's representative to the ICRMA Governing Board and also authorizes the appointment of an alternate representative and a substitute alternate representative to represent the city's interest in the absence of the city council appointee; and,

**WHEREAS**, City desires to designate its representatives to the ICRMA Governing Board;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES HEREBY RESOLVES AS FOLLOWS:**

**SECTION 1.** That Mario Trujillo, Council Member, is hereby appointed to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates.

**SECTION 2.** That Catherine Alvarez, Council Member, is hereby appointed as the alternate, to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary member noted in Section 1 above.

**SECTION 3.** That Anil H. Gandhi, Director of Finance & Information Technology, is hereby appointed as the substitute alternate, to serve on the ICRMA Governing Board and to the Risk Management programs in which this City participates in the absence of the primary and alternate members noted in Sections 1 and 2 above.

**SECTION 4.** That the individuals designated by this city council as the City's representative, alternate and substitute alternate representatives to the ICRMA Governing Board and to the Risk Management Programs in which this City participates are hereby confirmed and designated as the City's delegates for all purposes of representing the City's interest and exercising the authority of the City with respect to the Coverage and the Program and voting on behalf of the City on all matters delegated to the Governing Board and signing such amendments as are contemplated to be approved by the Governing Board.

**RESOLUTION NO.  
PAGE 2**

**SECTION 5.** That certified copy of this Resolution shall be provided to the General Manager of the ICRMA.

**SECTION 6.** The City Clerk Shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 23<sup>rd</sup> day of March 2021.

\_\_\_\_\_  
Claudia Frometa, Mayor

ATTEST:

\_\_\_\_\_  
Maria Alicia Duarte, City Clerk, CMC

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a regular meeting held on the 23<sup>rd</sup> day of March 2021, by the following vote, to wit:

AYES:	Council Members:
NOES:	Council Member:
ABSENT:	Council Member:
ABSTAIN:	Council Member:

\_\_\_\_\_  
Maria Alicia Duarte, City Clerk, CMC





Item No.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL **APPROVED BY**  
 FROM: OFFICE OF THE CITY MANAGER **CITY MANAGER**  
 BY: DELFINO R. CONSUNJI, P.E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
 DATE: MARCH 23, 2021  
 SUBJECT: RESOLUTION ORDERING PREPARATION OF ENGINEER'S REPORT FOR  
 RENEWAL OF LANDSCAPING AND STREET LIGHTING ASSESSMENT  
 DISTRICT NO. 121 FOR FISCAL YEAR 2021-2022

**RECOMMENDATION**

That the City Council adopt:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ORDERING PREPARATION OF THE ENGINEER'S REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF THE "LANDSCAPING AND LIGHTING ACT OF 1972", BEING DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA FOR THE MAINTENANCE, OPERATION AND SERVICING OF STREET AND PUBLIC FACILITY LANDSCAPING, LIGHTING, TRAFFIC SIGNALS AND APPURTENANT WORK IN THE CITY OF DOWNEY FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022**

**BACKGROUND**

The cost for maintaining and servicing many of the street lights, traffic signals, and landscaping throughout the City is paid through assessments on individual parcels under the Landscaping and Lighting Act of 1972 as well as revenues from general property taxes.

There are approximately 6,514 street lights which provide illumination for vehicular traffic and pedestrian safety in the City. Of said total, 2,015 street lights are owned by the City, 57 are owned by Caltrans, 33 are shared with other municipalities, and 4,409 are owned by Southern California Edison Company (SCE). Moreover, the City has a total of 116 traffic signals, including nine that are operated and maintained by Caltrans and 12 that are shared with adjoining agencies. The City also has a total of 12 (six pairs) flashing beacons and 24 solar-powered vehicle speed feedback signs.

The existing assessment district designated as "The Landscaping and Street Lighting District No. 121" is made up of seven zones. Zones I through VI provide funding for the maintenance and operations of streetlights and traffic signals. Zone L provides funds for tree trimming, tree removals and other landscaping maintenance along parkways and medians of public streets in the City.

**DISCUSSION**

The California Streets and Highways Code requires that the City prepare an Engineer's Report every year to evaluate the assessment rates for the various zones within the District. The City Council will review the results of the Engineer's Report and subsequently set a public hearing



date. At said public hearing, the assessment rates will be confirmed and set for the various zones within the District for the ensuing year.

Staff recommends adoption of the attached Resolution ordering the preparation of the Engineer's Report.

### **CITY COUNCIL PRIORITIES**

Fiscal Responsibility  
Quality of Life, Infrastructure & Parks

### **FISCAL IMPACT**

The financial impact will be presented at future meetings together with the results of the Engineer's Report.

### **ATTACHMENTS**

Attachment A - Resolution

**RESOLUTION NO. 21-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ORDERING PREPARATION OF THE ENGINEER'S REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF THE "LANDSCAPING AND LIGHTING ACT OF 1972", BEING DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA FOR THE MAINTENANCE, OPERATION AND SERVICING OF STREET AND PUBLIC FACILITY LANDSCAPING, LIGHTING, TRAFFIC SIGNALS AND APPURTENANT WORK IN THE CITY OF DOWNEY FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022**

**WHEREAS**, the City Council of the City of Downey ("City Council") proposes to renew the existing assessment district designated as "City of Downey Landscaping and Street Lighting District, No. 121, 2020-2021" pursuant to the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California; and

**WHEREAS**, the assessment district shall be redesignated as the "City of Downey Landscaping and Street Lighting District No. 121, 2021-2022"; and

**WHEREAS**, the City Council has determined that the public interest, convenience, and necessity require the continued levy of assessments within the City of Downey Landscaping and Street Lighting District No. 121, 2021-2022 for the purpose of operating, maintaining and servicing the assessment district, including the operation, maintenance and servicing of landscaping, street lighting, traffic signals and appurtenant facilities within the assessment district.

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

**SECTION 1.** The City Council hereby redesignates the existing City of Downey Landscaping and Street Lighting District No. 121, 2020-2021 as the City of Downey Landscaping and Street Lighting District No. 121, 2021-2022.

**SECTION 2.** The City Council hereby initiates proceedings pursuant the "Landscaping and Lighting Act of 1972" to levy and collect annual assessments for fiscal year 2021-2022 on property within the assessment district for the operation, maintenance and servicing of landscaping, street lighting, traffic signals and appurtenant facilities within the assessment district.

**SECTION 3.** That the Director of Public Works is hereby ordered to prepare and file the Engineer's report in accordance with Article 4 of Chapter 1 of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California for the maintenance, operation, and servicing of street and public facility landscaping, lighting, traffic signals and appurtenant facilities located within the assessment district for Fiscal Year commencing July 1, 2021 and ending June 30, 2022 all as set forth in this Resolution.

**SECTION 4.** That the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceeding of the City Council for said City in the minutes of the meeting at which the same is passed and adopted.

**APPROVED AND ADOPTED** this 23<sup>rd</sup> day of March, 2021.

\_\_\_\_\_  
CLAUDIA M. FROMETA, Mayor

**ATTEST:**

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC  
City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a regular meeting held on the 23<sup>rd</sup> day of March, 2021, by the following vote, to wit:

AYES:            Council Members:  
NOES:            Council Member:  
ABSENT:        Council Member:  
ABSTAIN:       Council Member:

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC  
City Clerk



Item No.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL APPROVED BY  
 FROM: OFFICE OF THE CITY MANAGER CITY MANAGER  
 BY: DELFINO R. CONSUNJI, P.E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
 DATE: MARCH 23, 2021  
 SUBJECT: RESOLUTION ADOPTING THE CITY OF DOWNEY'S URBAN FOREST  
 MANAGEMENT PLAN AND STREET TREE MASTER PLAN

RECOMMENDATION

That the City Council adopt the following resolution:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING  
 THE CITY'S URBAN FOREST MANAGEMENT PLAN AND STREET TREE  
 MASTER PLAN**

BACKGROUND

The City of Downey Public Works Department manages and maintains over 20,000 urban trees. These include trees located on street parkways, parks, medians and various City-owned facilities. The City has a varied tree canopy of several species that range in age from less than a year to well over 60 years. Each tree requires a different level of maintenance depending on size, maturity and species. Moreover, street parkway trees generally require replacement every 30 to 40 years. Trees may need to be replaced due to lack of care or maintenance, exposure to diseases or infestations, pose hazardous conditions or are located in restricted or confined growing spaces such as narrow parkways or small tree wells.

To help the City achieve its urban forest vision and management goals, in July 2017, the City applied and received a California Department of Forestry and Fire Protection (CAL-FIRE) grant in the amount of \$379,750 for the development and preparation of an Urban Forest Management Plan (UFMP) and planting of 540 trees in the City.

On November 13, 2018, the City Council approved a professional services agreement with Dudek for the preparation and development of the UFMP. The UFMP provides the vision, goals, and strategies the City will actively pursue toward growing and maintaining a sustainable urban forest over the next 40 years. In addition, the UFMP reviewed and updated the inventory of existing trees in the City; reviewed and updated the City's tree maintenance policies and tree planting standards; identified tree care and maintenance best management practices; established regular tree trimming cycles and pest control; and developed a list of recommended tree species for planting throughout the City.

In order to facilitate review, receive input and build consensus in the community in the development and preparation of the UFMP, the formation of a Workgroup consisting of Downey residents and City staff was recommended. On March 26, 2019, the City Council created the UFMP Workgroup and appointed their respective representatives. The Workgroup consisted of five City Council representatives and four City staff members representing the Community Development, Parks and Recreation, and Public Works Departments.

## DISCUSSION

The UFMP Workgroup met once a month from April 2019 through October 2019 and created a vision statement for the City's urban forest; completed a gap score analysis; conducted 576 surveys of Downey residents and stakeholders; developed a strategic plan of guiding principles and goals; developed an implementation strategy to achieve short-term, mid-term and long-term goals and benefits; prepared a recommended list of street tree species; and prioritized needs and strategies for public education.

On October 15, 2019, the Workgroup met and approved the UFMP and recommended adoption by the City Council. However, due to the ensuing pandemic and COVID-19 restrictions and protocols, the adoption of the UFMP was delayed. In the interim, City staff has received and incorporated comments on the UFMP from CAL-FIRE.

One of major comments from CAL-FIRE was to develop a Street Tree Master Plan (STMP) as part of the UFMP document. Since the preparation of the STMP was not part of Dudek's original scope of services, staff submitted a grant modification request which was subsequently approved by CAL-FIRE on September 28, 2020.

On October 15, 2020, the City Council approved a professional services agreement with Dudek for the development of the STMP. The STMP will provide guidelines for a more consistent and uniform tree canopy in the City, help mitigate the spread of tree-related diseases or infestations, improve efficiencies for tree selection and planting, and establish tree trimming cycles based on tree species rather than rotating grids. This will benefit the City by helping reduce long-term maintenance costs, increase the urban forest canopy, improve the overall appearance and health of trees in the City, and provide a standard community tree palette in residential, commercial, industrial and open space areas in the City.

The UFMP including the STMP is now complete and includes the following guiding goals and strategies:

- Increase the City's tree canopy cover from 11 percent to 20 percent over the next 40 years.
- Plant 30,000 new public and private trees in the City over the next 40 years.
- Create and implement a public education campaign that targets specific areas of the community's understanding of trees based on the results of the public survey.
- Continue celebrating Arbor Day and holding volunteer tree planting events.
- Maintain recognition as Tree City USA on an annual basis.
- Make trees a part of the initial project review process for all development and redevelopment projects.
- Develop and adopt a tree protection ordinance for private properties that clearly identifies why a tree is protected, what circumstances qualify for permitting its removal, and mitigation efforts to be made if removal is permitted.
- Develop a free residential yard tree program that distributes 500 trees a year to City residents.
- Prioritize tree planting efforts in neighborhoods that are most vulnerable to pollution hazards and other environmental impacts.
- Plant trees in commercial corridors to increase walkability in commercial and shopping districts.
- Form an urban forest advisory committee to create a public forum for community members to work with City staff in addressing tree issues and implementing the goals of the UFMP.
- Annually fund the urban forest program at a level that grows and maintains a sustainable and resilient urban forest.

- Plant new trees in residential, commercial, industrial and open space areas as recommended in the STMP.

By adopting the UFMP and STMP, the City of Downey will be at the forefront of environmental sustainability joining the Cities of Culver City, Irvine, Los Angeles, San Diego, San Francisco, Santa Monica and Seattle that have adopted their UFMP and STMP.

Staff recommends that the City Council adopt a resolution adopting the City's UFMP and STMP.

### **CITY COUNCIL PRIORITIES**

Quality of Life, Infrastructure & Parks  
Public Engagement

### **FISCAL IMPACT**

There is no fiscal impact associated with this action. Implementation of goals and strategies as identified in the UFMP and STMP will incur capital and recurring maintenance costs. Currently, the Citywide Lighting and Landscaping Assessment District funds tree maintenance, tree trimming and planting of new trees in the City.

### **ATTACHMENTS**

Attachment A – Resolution



**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY  
ADOPTING THE CITY'S URBAN FOREST MANAGEMENT PLAN AND  
STREET TREE MASTER PLAN**

**WHEREAS**, the City of Downey is a designated Tree City USA community; and

**WHEREAS**, the City of Downey considers trees an essential part of the community that provide long-term environmental as well as aesthetic benefits to the community and its residents; and

**WHEREAS**, the City of Downey considers management of its urban forest critical for the long-term benefit of current and future generation of its residents; and

**WHEREAS**, in July 2017, the City of Downey applied and received a California Department of Forestry and Fire Protection (CAL-FIRE) grant in the amount of \$379,750 for the development and preparation of an Urban Forest Management Plan and planting of 540 trees in the City; and

**WHEREAS**, on November 13, 2018, the City Council approved a professional services agreement with Dudek for the development and preparation of the City's Urban Forest Management Plan; and

**WHEREAS**, the City's Urban Forest Management Plan will review and update the inventory of existing trees in the City, review and revise the tree ordinance and policies, review and update the City's tree planting standards, identify tree care and maintenance best management practices, establish regular tree trimming cycles and pest control, recommend optimum tree removal and replacement cycles, recommend appropriate urban tree palette for residential zones, commercial zones, manufacturing zones, open space areas and streetscape areas, and build consensus and vision from community stakeholders regarding a desirable, achievable and sustainable future urban forest; and

**WHEREAS**, on March 26, 2019, the City Council adopted Resolution No. 19-7877 appointing members to the Urban Forest Management Plan Workgroup. The Workgroup consists of nine members five of which were appointed by the City Council and four staff members representing the Community Development Department, Parks and Recreation Department and Public Works Department; and

**WHEREAS**, the Urban Forest Management Plan Workgroup met once a month from April 2019 through October 2019 and created a vision statement for the City's urban forest, completed a gap score analysis, conducted 576 surveys of Downey residents and stakeholders, developed a strategic plan of guiding principles and goals, developed an implementation strategy to achieve short-term, mid-term and long-term benefits, prepared a recommended list of street tree species, and prioritized needs and strategies for public education; and

**WHEREAS**, on October 15, 2019, the Urban Forest Management Workgroup met and unanimously approved the Urban Forest Management Plan and recommended adoption by the City Council; and

**WHEREAS**, on September 28, 2020, CAL-FIRE approved a grant modification request to incorporate a Street Tree Master Plan in the Urban Forest Management Plan; and

**RESOLUTION NO.**

**PAGE 2**

**WHEREAS**, the Street Tree Master Plan will provide guidelines for a more consistent and uniform tree canopy Citywide, help mitigate the spread of tree-related diseases or infestations, improve efficiencies for tree selection and planting and schedule tree trimming cycles based on trees species rather than rotating grids; and

**WHEREAS**, on October 15, 2020, the City Council approved a professional services agreement with Dudek for the development and preparation of a Street Tree Master Plan; and

**WHEREAS**, to accomplish its long-term goals to manage the urban forest, the City has prepared an Urban Forest Management Plan and Street Tree Master Plan; and

**WHEREAS**, the Urban Forest Management Plan and Street Tree Master Plan are not ground disturbing projects and, as such are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15306 of the CEQA guidelines pertaining to statutory exemptions.

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

**SECTION 1.** The Urban Forest Management Plan and Street Tree Master Plan are in conformance with the CEQA and are exempt.

**SECTION 2.** The Downey City Council adopts the Urban Forest Management Plan and Street Tree Master Plan, attached hereto as Exhibit A.

**SECTION 3.** The Urban Forest Management Plan and Street Tree Master Plan shall be the City's guiding policy document which establishes the City's urban forest management goals.

**SECTION 4.** The Urban Forest Management Plan and Street Tree Master Plan shall be referenced when planting trees on development projects and planting trees in the public right-of-way.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 23rd day of March, 2021.

---

CLAUDIA M. FROMETA, Mayor

**RESOLUTION NO.**

**PAGE 3**

**ATTEST:**

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC, City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a regular meeting held on the 23rd day of March, 2021, by the following vote, to wit:

<b>AYES:</b>	<b>Council Members:</b>
<b>NOES:</b>	<b>Council Member:</b>
<b>ABSENT:</b>	<b>Council Member:</b>
<b>ABSTAIN:</b>	<b>Council Member:</b>

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC, City Clerk

**EXHIBIT A**  
**Urban Forest Management Plan and the Street Tree Master Plan**





THE CITY OF



# DOWNEY

URBAN FOREST MANAGEMENT PLAN



Prepared by: **DUDEK**



# Acknowledgments



## City of Downey

Delino R. Cansulji, Director of Public Works/City Engineer  
Joel Kekula, Superintendent of Maintenance & Facilities  
Giovanni Amador, Supervisor, Trees, Parks & Landscape  
Carol Rowland, Keep Downey Beautiful & Recycling Coordinator  
Patricia J. Panow, Director of Parks and Recreation  
Jason Chacon, Recreation Manager  
Crystal Lindavazo, City Planner  
Rebecca Guerrero, Executive Secretary (retired)  
Madeleine Pineda, Executive Secretary

## Working Group

Wendy Moya, Council District 1 Representative  
Anthony Jones, Council District 2 Representative  
Don Uzmen, Council District 3 Representative  
Sevn Barros, Council District 3 Representative  
Catherine Panne l Waters, Council District 4 Representative  
George Redfox, Council District 5 Representative

## Funding Provided by

California Department of Forestry and Fire Protection - Urban and Community Forestry

## Prepared By

Dudek - Urban Forestry and Fire Protection Planning



**DUDEK**



# Table of Contents

## Contents

ACKNOWLEDGMENTS	ii
TABLE OF CONTENTS	iv
EXECUTIVE SUMMARY	1
INTRODUCTION AND BACKGROUND	16
KEY FINDINGS	34
STRATEGIC PLAN	30
STATUS OF DOWNEY URBAN FOREST	45
COMMUNITY ENGAGEMENT	62
TREE ORDINANCE	66
RELATIONSHIP TO OTHER CITY DOCUMENTS	68
GLOSSARY	76
REFERENCES	78
APPENDICES	82

## Tables

Table 1. City Land Cover	12
Table 2. Downey Tree Population	12
Table 3. Downey Urban Forest Financial Value	13
Table 4. Top 10 Occurring Tree Species in City of Downey Parks by Population	13
Table 5. Urban Forest Sustainability Measurements	29
Table 6. Strategic Plan Guiding Principles and Goals	31
Table 7. Guiding Principle #1 Goals and Strategies	32
Table 8. Guiding Principle #2 Goals and Strategies	34
Table 9. Guiding Principle #3 Goals and Strategies	36
Table 10. Guiding Principle #4 Goals and Strategies	38
Table 11. Guiding Principle #5 Goals and Strategies	40
Table 12. Guiding Principle #6 Goals and Strategies	42
Table 13. Guiding Principle #7 Goals and Strategies	44
Table 14. Environmental Services of the City of Downey Urban Forest	48
Table 15. Financial Value of the City of Downey Urban Forest	49
Table 16. Tree Canopy Analysis Results	50
Table 17. Summary of Tree Canopy Results	50
Table 18. Age Distribution of Downey Inventory	53
Table 19. Top Ten Species by Population	54
Table 20. Top Ten Genus by Population	55
Table 21. Health of all City-Maintained Trees	58
Table 22. Health of City-Maintained Street Trees	58
Table 23. Health of City-Maintained Park Trees	58
Table 24. Relative Performance Index (RPI)	59
Table 25. Important Issues of City-Managed Trees	60
Table 26. Presentation of Trees (City of Downey General Plan Update 2005)	69
Table 27. Streetscape (City of Downey General Plan update 2005)	70
Table 28. Chapter 5 of the Municipal Code	71
Table 29. Chapter 6 of Municipal Code – Sections to be Updated	71
Table 30. Urban Forest Distribution in Parks and Open Space Areas – Plan	72

## Figures

Figure 1. Urban Forest Benefits (Tree size and age)	2
Figure 2. Survey Poster and Walking Group Notes	3
Figure 3. Expected Climate Change over next 100 years	6
Figure 4. The urban forest is a forest	7
Figure 5. Distribution of invasive Shrub Herbaceous in Southern California	8
Figure 6. Vibrant Cities Lab Community Assessment 3-Goal Setting Tool	9
Figure 7. The results of the Gap-Tree Analysis	9
Figure 8. Priority Improvement Zones	10
Figure 9. Sustainability Measurements the City is Achieving	11
Figure 10. Tree Canopy Cover Analysis	25
Figure 11. California Tree Map	26
Figure 12. Monoculture	28
Figure 13. Benefits of an Urban Forest	47
Figure 14. Environmental Services of Trees by Form	49
Figure 15. DSH Ranges Percentages of Urban Forest Composition	52

## Appendices

1. Implementation Strategy Table	83
2. Survey Results	86
3. Recommended Street Tree List	90
4. Street Tree Spacing Guidelines	91
5. Yard Tree Spacing Detail	92
6. Tree Planting Detail	93
7. Tree Spacing Data	94
8. Tree Maintenance Strategies	95
9. Municipal Code	95
10. City-Maintained Streets	99
11. Gap-Tree Analysis	100
12. Street Tree Master Plan	109



## Executive Summary

### Vision Statement

The City of Downey will have a partnership between community and nature where trees create a green oasis of healthy and welcoming neighborhoods, increasing the quality of our lives, value of our properties, and pride in our community, in support of an unlimited future for all Downey residents.

The City of Downey (City) is committed to having a positive impact on the well-being of its residents and business owners and recognizes trees as a critical component to providing a healthy and vibrant city. The positive relationship between trees and a community's environmental, economic, and social well-being is amplified as urban areas increase in size and population. This relationship is defined through the services trees provide, and is real and quantifiable: every \$1 invested in a street tree in California returns \$5.62 in benefits (McPherson, et al., 2016). Trees are more than tools for beautifying a home or street landscape; they are an essential part of city infrastructure.

The term services is used to describe the functions City infrastructure provide. Street lights provide the service of lighting our roads, the sewer system provides the service of removing waste, and sidewalks provide the service of walkability. We use the term service to also describe the environmental and economic benefits we receive from trees (clean air, energy savings, cool streets) as they function in a similar manner to other components of infrastructure. However, unlike most parts of City infrastructure, trees appreciate in value and the services they provide increase as they age and grow larger. These services provide direct benefits to City functions, homeowners, businesses, and the community (see Figure 1).

The City supplies 100% of its potable water from underground wells, which are in part filled with rain water imported water, and groundwater underflow from adjacent basins (City of Downey 2017). Trees benefit the City's underground wells by intercepting rain with their branches and leaves, allowing the water to slowly infiltrate into the soil and down into aquifers beneath the City, helping replenish the water supply.

Homeowners can reduce energy costs through the strategic placement of trees around their homes, which reduces energy use, and saves up to 56% on annual air-conditioning costs (USFS n.d.). Businesses can be more profitable, as research indicates that shoppers tend to spend 9%–12% more on goods at businesses on tree-lined streets (Walt 2010). Trees are continually improving people's quality of life where they spend most of their time, including at home, at work, and while being consumers.

An analysis utilizing an industry standard tool and based on the species, size, and health of the trees that comprise the Downey urban forest estimated the value of the services the City's trees provide annually to be \$1.05 million, with a \$66.2 million cost to replace all 18,000 urban forest trees. Annually, the City invests a total of \$300,000 to maintain and grow its urban forest, meaning every \$1 of City money invested in

Figure 1. Urban Forest Benefits (tree size and age)



trees annually returns \$2 in services. To ensure the continued return on investment of this City asset, the City has prepared this **Urban Forest Management Plan (UFMP)**. The UFMP serves to guide the City and its residents toward achieving their urban forest vision for future generations.

The City's urban forestry vision statement is the guiding concept for UFMP development and will continue to guide decisions throughout its implementation. The vision statement reads:

*The City of Downey will have a partnership between community and nature, where trees create a green oasis of healthy and welcoming neighborhoods, increasing the quality of our lives, value of our properties, and pride in our community, in support of an unlimited future for all Downey residents.*

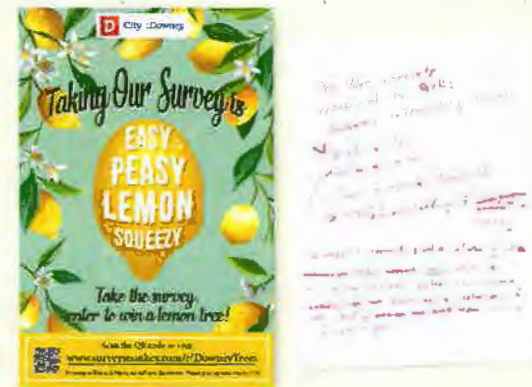
The City's urban forest vision statement was developed by community members and City staff to reflect their values and desire for

inviting neighborhoods in which residents would want to live, work, and play. The term unlimited future is a reference to the City's official seal, which bears the phrase "future unlimited," an homage to the role the City has played in advancing aerospace technology and the exploration of the universe. At its core, the City desires to provide the highest standards of living to all of its residents and understands that a robust urban forest canopy is a required component to meeting that standard.

### Defining the Urban Forest Management Plan

The City of Downey UFMP provides the vision, goals, and strategies the City will actively pursue toward growing and maintaining a sustainable urban forest. The adoption of this document by the Downey City Council solidifies the UFMP as a guiding policy that provides a framework over a 40-year period to reach its vision, with guiding principles, goals, and strategies set at short-term (1-5 years), medium-term (6-10 years), and long-term (11+ years). The UFMP guiding principles and goals reflect the City's priorities and the outcomes they plan to achieve. The strategies are the specific steps the City will take to measure its progress toward achieving its vision. The UFMP is based on the current City environmental and economic conditions, which may change in minimal or more significant ways during the implementation period. As such, the UFMP

Figure 2. Survey Poster and Working Group Notes



is an evolving management plan that will be reviewed periodically against the current conditions and updated and adapted, as appropriate to meet the needs of the City and its residents.

The UFMP framework was developed through an iterative process that started with seven working group (WG) meetings, incorporating

community values derived from 576 online surveys (see Figure 2) and outreach events, and analyzing management programs and policies. The WG meetings were held in an open public forum and consisted of community members appointed to represent the five council districts and City staff from various departments that manage or influence trees. The City resident WG members provided context for citizens' priorities,

values and focus for the UFMP guiding principles and goals. City staff dedicated time through departmental interviews and meetings to give valuable insights into the inner workings of the City, opportunities and challenges, and current management and maintenance practices.

### Defining a Sustainable Urban Forest

Urban forests consist of all the trees and vegetation, on both public and private land, within an urbanized area. The City's urban forest, like those of most Southern California cities, was planned and planted as the City's land use converted from agricultural to suburban. It is a human-made construct existing on land that had its naturally occurring ecosystem replaced with a built environment designed to support a growing population. As a forest created by people, placed within an environment that limits natural regeneration, a sustained urban forest must be maintained by people in perpetuity. In other words, the City will be required to actively manage its tree population to sustain an equivalent return of services from its trees.

A sustainable urban forest is a term used to describe the desired condition resulting from the ongoing human interaction with trees through management practices, planting, funding, and goal achievement. A sustainable urban forest can be defined as "the naturally occurring and planted trees in cities which are managed to



provide the inhabitants with a continuing level of economic, social, environmental, and ecologic benefits today and into the future' (Clark, et al. 1997). An urban forest that optimizes tree services while meeting established safety and economic goals is considered sustainable. This UFMF establishes the principles for creating a sustainable urban forest at a time when increasing human and environmental stressors are often negatively impacting trees.

**Why the City of Downey Needs a Sustainable Urban Forest**

Californians are learning that adaptation to changing environmental conditions is becoming increasingly important. For example, in response to ongoing drought, Southern California residents began removing turf grass lawns, using brooms instead of hoses to clean walkways, and installing low-flow showerheads. The drought not only affected urban areas, but throughout the state, catastrophic wildfires amplified by the drought and the resulting fire demonstrated a new way of thinking may be required to effectively manage the wildland-urban interface. New laws, policies, and regulations are typically the result as these environmental changes as policy makers grapple with the best ways to reduce environmental impacts from humans as well as how to protect humans from the impacts of the changing environment.

Over the next century, the impending climate change challenges projected to include a

A **SUSTAINABLE URBAN FOREST** can be defined as "the naturally occurring and planted trees in cities which are managed to provide the inhabitants with a continuing level of economic, social, environmental and ecologic benefits today and into the future" (Clark, et al. 1997).



**DOWNEY TREES**  
Total 1,235 with 100 to 50+ years old  
10-20 years

**STREET TREES**  
Shade sidewalks and reduce street temperatures making a more walkable and comfortable city

**DOWNEY'S URBAN FOREST**

**RESIDENTIAL TREES**  
Cool neighborhoods, lower energy costs, and production of greenhouse gases

**NATIVE TREES**  
Help in fire-resistance for the Southern California Black oak and other native species that are well adapted to our climate

warming climate with more annual extreme heat days. **Figure 3** illustrates how the climate of the Los Angeles region is expected to change over the next 100 years (University of California, Los Angeles Center for Climate Study 2015). As depicted, if conditions develop as the climate models suggest, the Los Angeles region can expect almost 50 more days each year that exceed 95°F. These rising temperatures are also amplified through the urban heat island effect, demonstrated in **Figure 4**. Concrete, asphalt, and other hardscape, including roads, buildings,

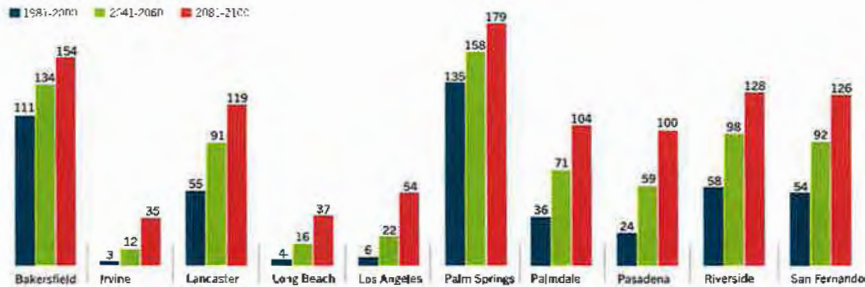
and sidewalks absorb heat, resulting in these surfaces reaching temperatures that are as much as 50°F–90°F hotter than the air temperature on a sunny day (EPA 2019). The absorbed heat is slowly released throughout the night, resulting in temperatures that may be up to 22°F warmer, when cities should be cooling down (EPA 2019). The effects of a hotter climate and prolonged heat waves will not only impact the need for energy use to cool buildings, but will also have a profound impact on human health. According to the Federal Emergency Management Agency (FEMA), extreme heat is

often responsible for the most weather-related deaths in the country (FEMA 2018).

Downey's location in a region that supports massive volumes of international commerce subjects its urban forest to new invasive pests on a regular basis. It is estimated that California acquires one new invasive pest species every 60 days (University of California, Riverside 2016). Currently, a highly aggressive and impactful pest is the invasive shot hole borer (ISHB) (*Bursairea* sp.), which is believed to have been introduced to Southern California in containers

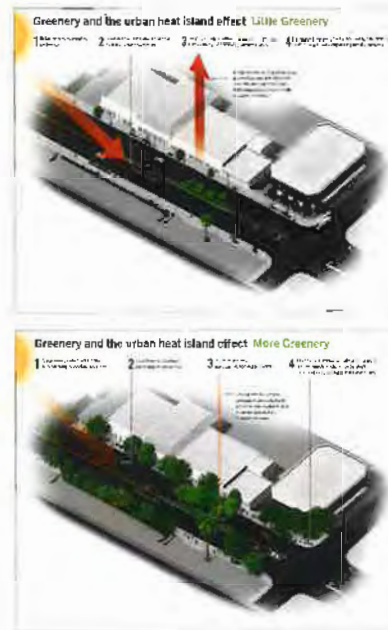
**Figure 3.** Expected Climate Change over next 100 years

**Annual Days Hotter Than 95° F**  
(Business as usual scenario)



U.S. Environmental Protection Agency. 2013. "Climate Change Projections for the United States." EPA. <https://www.epa.gov/climate-change-projections>. Accessed 10/10/2023.

**Figure 4.** The urban heat island effect



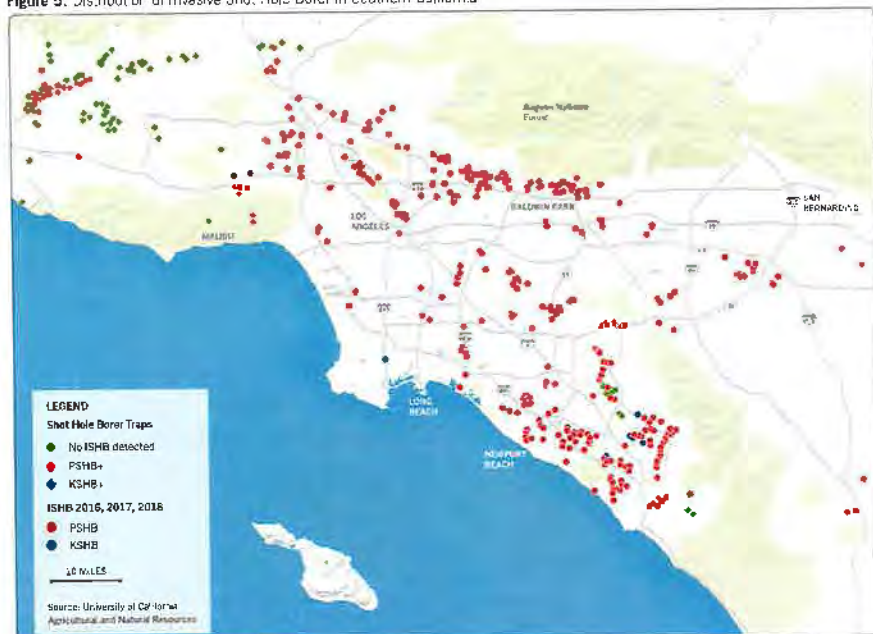
shipped from Asia (University of California, Agriculture and Natural Resources 2019a). ISHB is present in the City and rapidly spreading throughout California (University of California, Agriculture and Natural Resources 2019b). **Figure 5.** Over 60 tree species are susceptible to ISHB infestation, including the London plane tree (*Platanus acerifolia*), the 5th most common tree in Downey. The effect on trees infested with ISHB can be devastating to the host tree and surrounding trees, as an infestation of ISHB could result in the loss of one tree or an entire City block when not managed properly. Researchers from the U.S. Forest Service estimate that the ISHB could potentially kill as many as 27 million trees in Los Angeles, Orange, Riverside, and San Bernardino counties (Schagan 2017). While an urban forest that has been thoughtfully planned, planted, maintained and managed for sustainability is not immune to the negative impacts of pests, disease, extreme heat, and drought, it is more resilient in responding to multiple threats and less susceptible to catastrophic changes. Another important reason for developing a sustainable urban forest is the direct benefits that it has on creating resilient communities. Resilient communities, like urban forests, are better able to regulate human health against the challenges presented by climate change. How is this possible? Among other features, resilient communities are kept cool during hot, sunny days, store rain water during droughts, and offer cooler air to those who live beneath the tree canopy. Growing and maintaining a sustainable urban forest will help ensure trees are continuing to deliver maximum levels of these vital services when adverse conditions develop. The Downey UEMP provides the framework for the management practices and policies that will help guide the City toward a sustainable urban forest.

**What is the Baseline Status of Downey's Urban Forest?**

Multiple methods were used in analyzing the City's urban forest program to understand: 1) the status of the urban forest, 2) the functionality of City tree management, and 3) identifying priority issues the UEMP will address. The following section describes the UEMP preparation methods and a summary of the results; the complete analysis is detailed later in the UEMP.

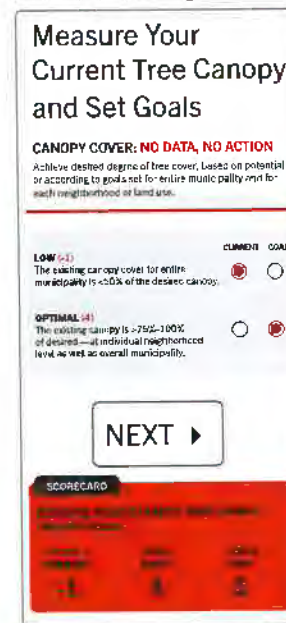


Figure 5. Distribution of Invasive Shot-Hole Borer in Southern California



PSHB = Polyphagous Shot-Hole Borer, and KSHB = Kuroshio Shot-Hole Borer

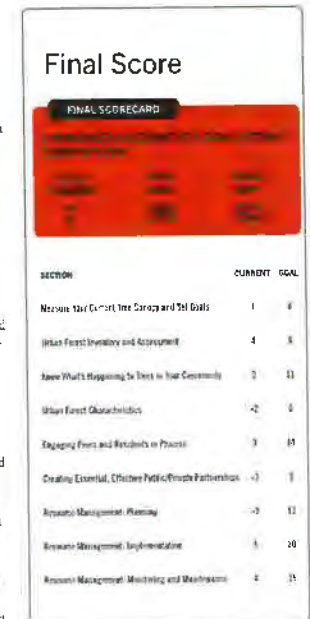
Figure 6. Vibrant Cities Lab Community Assessment & Goal-Setting Tool



Vibrant Cities Lab Community Assessment & Goal-Setting Tool

The Vibrant Cities Lab Community Assessment & Goal-Setting Tool (see Figure 6) was used to measure how the City's urban forest program compares to ideal sustainable urban forest management practices. Vibrant Cities Lab is a collaboration of the U.S. Forest Service, American Forests, and the National Association of Regional Councils and serves as an online hub of urban forest and tree research, best practices, and planning tools (Vibrant Cities Lab n.d.). The Community Assessment & Goal-Setting Tool is based off the work of Clark, et al. (1997) and subsequent updates and revisions by Kenney, et al. (2011) and Luff (2016) and establishes criteria and indicators to measure urban forest sustainability. The tool works by stating a desired condition of an urban forest, and asking the user to rate the current level of this condition in the City using a numerical rating. It then asks for another numerical rating to indicate what the desired goal for that condition is. At the end of the 28-question survey, the user is provided a total score for the current urban forest status and a goal score for the goal status. The difference between these two numbers is the gap between the current status and a sustainable urban forest management program. The gap score provides perspective illustrating how close or how far a city is from realizing a sustainable urban forest. For example, a city that has a gap score between 20 to 40 is no, far from a sustainable urban forest.

Figure 7. The results of the Gap Score Analysis





as their desired conditions are not significantly far from their current conditions. Conversely, a gap score of 40+ indicates that there are many changes that must be implemented to close the gap and develop a sustainable urban forest.

**Downey Gap Score Analysis**

An initial assessment of the City’s urban forest program was completed during the May 31, 2019 WG meeting. The Working Group (WG) collectively read through each question and analyzed the options for rating the current City status and what the City goal status should be. After the analysis and discussion, the WG reached consensus on current and desired goal status which are reflected in Figure 7. The results of the Gap Score Analysis indicate the City has several steps it will need to complete to move towards developing a sustainable urban forest. The most notable areas the City needs to improve upon to lower its gap score are shown in Figure 8. The first two sustainability measurements are focused around protecting trees on private property; as currently no policy exists to prevent the removal of trees on private property, require new trees to be planted when removals occur or to enforce penalties that would deter the removal of trees. The third sustainability measurement discusses increased citizen involvement, which is an important component of implementing many goals of the UFMP including residential tree care program, and protecting trees on private property. To address these gaps, the UFMP has stated goals to

**Figure 8. Priority Improvement Issues**

Sustainability Metric	Current Score	Goal
<b>Policies That Foster Good Urban Forestry on Private Lands</b>	<b>Low (-1)</b> No tree protection ordinance, or one that’s weak and rarely enforced.	<b>Good (2)</b> Policies regarding stormwater site and subdivision planning, zoning and other issues that affect private forests are included in management plan.
<b>Tree Protection Policy and Enforcement</b>	<b>Fair (1)</b> Policies in place to protect public trees and employ industry best management practices, but rare or inconsistent enforcement.	<b>Optimal (4)</b> Integrated municipality-wide policies and practices to protect public and private trees, consistently enforced, and with penalties sufficient to deter violations.
<b>Engage Residents in Planning and Implementation</b>	<b>Low (-1)</b> Little or no citizen involvement or neighborhood action.	<b>Optimal (4)</b> Proactive outreach and coordination efforts by municipality and NGO partners resulting in widespread citizen involvement and structured engagement with diverse neighborhood groups.

develop a tree protection ordinance, and to develop programs to engage residents around trees.

While the gap score is high, the analysis also revealed City practices that are functioning at or close to an optimal level, shown in Figure 9. The first two measurements demonstrate that the City is committing the resources to effectively manage the current inventory of publicly managed trees, contributing to a

healthier and safer urban forest. The third measurement is being actualized through current State and CalTrans funded tree planting programs that are targeting neighborhoods most vulnerable to pollution hazards.

**Working Groups**

The City WG was formed in an effort to bring together City staff and community members

**Figure 9. Sustainability Measurements the City is Achieving**

Sustainability Metric	Current	Goal
<b>Urban Forestry Program Capacity (Applies to in-house and contracted staff)</b>	<b>Good (2)</b> Team has capacity in terms of trained staff and equipment to achieve many of the goals of the urban forest management plan.	Currently meeting goal.
<b>Assessment of Publicly-Owned Trees</b>	<b>Good (2)</b> Complete tree inventory that includes detailed tree condition ratings.	<b>Optimal (4)</b> Complete GIS tree inventory that includes detailed tree condition and risk ratings.
<b>Environmental Equity</b>	<b>Good (2)</b> Planting and outreach targets neighborhoods with low canopy and a high need for tree benefits.	<b>Optimal (4)</b> Equitable planting and outreach at the neighborhood level is guided by strong resident involvement in low canopy/high need areas. Residents participate actively in identifying needs for their neighborhoods, planning, implementation and monitoring.

so that the UFMP would reflect the values and priorities of its residents, business owners, and community members. The WG consisted of community members representing City Council Districts and City staff from the Departments of Public Works, Community Development, and Parks and Recreation. The group met on the third Tuesday of the month between April 2019 and October 2019. The WG meetings were held in an

open forum format that followed California Government Code 54950, also known as the Brown Act. Throughout the various meetings, the WG collaborated on the development of a vision statement, completed the Community Assessment & Goal-Setting Tool for pre- and post-project assessment, and played an integral role in developing the guiding principles, goals, and strategies discussed throughout the UFMP.

**Working Group Contribution**

Through the WG meetings, a consistent message was delivered regarding the importance of having welcoming neighborhoods that contribute to a high quality of life for all residents, visitors, and community members. This value was reflected in various ideas like ways to preserve trees in neighborhoods that are suffering tree loss and plant trees in neighborhoods that face higher pollution hazards. It also exemplified the civic pride the WG members have in calling the City of Downey the place where they live and work. Community members had a well defined understanding of the community’s history and a desire to preserve its character while continuing to grow and evolve. The WG guided the UFMP’s framework, the document is realistic in its long-term goals and contains practical steps to implement the strategies.

**Urban Forest Status and Economic Benefits**

Urban forest and tree inventory data analysis was completed using the **i-Tree Eco** and **i-Tree Canopy** online tools. The i-Tree online suite of tools was developed by the U.S. Forest Service to provide urban and rural forestry analysis and benefits measurements (i-Tree 2019). The i-Tree Canopy module was used to determine citywide canopy cover and land use, while i-Tree Eco was used to analyze the Citywide inventory data so

**Table 1. City Land Cover**



City Land Cover Type and Percentage	
Land Use Type	% cover
City Tree Canopy	11%
Shrubs/Grass	18%
Barren/Impervious	4%
Impervious surface	67%

determine the trees' conditions and associated benefits. Using this software suite allows City urban forest managers to periodically complete a "change analysis" by replicating the UFMP's analysis at a future date. The baseline data in this report and the ability to perform future analyses provide urban forest managers vital information to make management decisions, measure progress, and adapt to the changing conditions within the City toward a more sustainable urban forest.

**Urban Forest Assessment Results**

The i-Tree Canopy analysis revealed Downey's relatively low canopy cover of 11% with a relatively high 67% of the City being covered by impervious surfaces (roads, buildings, homes, etc.) (see Table 1). The high rate of impervious surfaces reflects a City that is built out, with most development opportunities existing in the redevelopment of property, as opposed to building on undeveloped land. The large area of impervious surfaces limits new tree planting and may affect the City's ability to increase canopy cover on public space, without significant and costly efforts to create additional planting spaces. As a result, the City may need to explore with private property owners the expansion of private tree canopy to help reach canopy cover goals. This would need to include preserving and planting new trees on private property.

The i-Tree Eco tree inventory data assessment indicates a relatively healthy and diverse urban

forest that is providing the City with significant environmental and economic services. Table 2 provides a summary of Downey's tree population and Table 3 summarizes Downey's urban forest environmental and economic benefits reflected in real dollar amounts. The three values assigned in this table are determined by i-Tree Eco based on the species type, quantity, size, and health of the tree. The values are defined as:

**Structural Value:** The cost to replace every tree managed by the City and receive the same value of environmental and economic services

**Carbon Storage:** The economic value of the 6,000 tons of carbon stored by City managed trees.

**Functional Value:** The annual economic value of the environmental services (removed air pollution, avoided stormwater runoff, carbon capturing) provided by City managed trees.

**Table 2. Downey Tree Population**

Tree Placement	No. of Trees
Street	15,398
Park	3,001
Total	16,399



Volunteer Tree Planting Event



Public Works Improvement project

**Table 3. Downey Urban Forest Financial Value**

Value	Description	Amount
Structural Value	Tree replacement cost	\$66.2 million
Carbon Storage	Value of the carbon stored in the trees	\$1.05 million
Functional	Value based on the functions (services) trees perform	\$108,580/yr

**City Urban Forest Management Practices Assessment**

City staff from the Department of Public Works managed the UFMP creation process throughout all stages, coordinated departmental interviews, and provided City documents relating to citywide tree management and policies. They also met regularly with the consultant team to

discuss updating specific standards, guidelines, and policies and aligning the evolving goals of the UFMP with those of the City. Interviews were conducted with the City departments that have a functional role in the management and growth of the urban forest, including the Departments of Public Works, Community Development, and Parks and Recreation. The interviews focused on:

- The City's vision for the urban forest.
- What is working well in City urban forest management and what could be improved.
- Specific challenges and threats to the urban forest.
- Operational roles and practices.
- Current funding levels and what would be needed to grow the urban forest.

City documents, including the City of Downey General Plan, Municipal Code, Energy Action

Plan, and Parks and Open Space Master Plan were evaluated for their usefulness in moving the City toward a more sustainable urban forest, and for examining how plan updates could align with the UFMP's vision. Finally, all management practices such as pruning cycles, standard details, spacing guidelines, and tree species selection criteria were examined against research methods and standards, recommended best practices of the International Society of Arboriculture and the American National Standards Institute, and other cities known to have world class urban forest programs.

**Analysis of Urban Forest Management Practices**

The City urban forest management program has a mix of practices that in some cases exceed standards, while in other cases are below standards that are being utilized in the urban forest. Perhaps the most beneficial City tree





Downey City Hall

management practice is its biennial pruning cycle, which is significantly more frequent than the industry standard pruning cycle of 5 to 7 years (Miller and Sylvester 1981). This guarantees every tree in the City is routinely inspected and maintained. The program allows for arborists to routinely inspect the urban forest and ensure that it is in a healthy condition. This practice can result in the identification of tree-related risks before failure can occur, which can result in an urban forest with a reduced associated risk. Routine inspection and continual updates allow

City staff to make decisions based on current information, allowing resources to be allocated appropriately in priority areas.

In contrast to the City's excellent physical management of trees, it lacks strength and cohesion in the standards and regulations that guide the implementation of development projects and private property tree protection. The City has internal standards for what types of tree species are acceptable and spacing guidelines regarding where they can be planted. However, these standards are not codified and

publicly available, causing confusion for the public and other City departments that are designing projects that will impact trees. The City does not have a tree protection policy or ordinance, meaning the removal, preservation, and replacement of trees is not considered during any phase of a development or redevelopment project. Due to this, the City has lost not only a meaningful portion of its canopy cover, but also the increasingly limited planting locations needed to grow canopy cover that maximizes the community's tree-provided benefits.



Firestone Boulevard

## Introduction and Background

● Audio Survey: Quarter

### History of Downey

{ ADAPTED FROM CHAPTER 6, DESIGN OF THE DOWNEY GENERAL PLAN (CITY OF DOWNEY 2005B) }

The history of the city dates back to the 1800's when Downey was one of many towns to spring up along the thousands of miles of trails to the west. The city is named after John Gutley Downey, an Irish immigrant who came to California during the Gold Rush and succeeded to become the state's first governor.

**In November 1859**, Downey bought the 17,602 acre Rancho Santa Gertrudes for \$60,000 dollars. In 1873, a 96-acre parcel of the plot became the central district of a community called "Downey City". The original town grew quickly with the arrival of the railroad and construction of the Southern Pacific Railroad Depot in 1888.

**By the turn-of-the-century**, Downey was the undisputed center of the business and social life of the area. In 1903, the Downey Board of Trade (later renamed the Downey Chamber of Commerce) was organized. Downtown Downey contained a Sunbelt packing plant, a department store, banks, restaurants and mercantile shops. It was also the site of Downey Union High School and Downey Grammar School. In the 1920's,

wooden, Victorian, and Craftsman buildings were gradually replaced with Downey's first masonry structures. Unfortunately, only a few of these early buildings still exist.

**In 1929**, the aviation industry began to consolidate in Southern California. Inventor E.M. Smith, whose family had reaped a fortune from a drill bit patent for oil exploration, pioneered aviation in Downey. He purchased the 73-acre Hughan Ranch located about one mile south of the Downey depot. Smith's company, Emsco Aircraft, converted the ranch into an airstrip. Downey had taken its first giant step for mankind.

**In 1940**, Downey's population was still only 12,000. Orange groves remained visible in the downtown area with dairies located along the banks of the two rivers. However, by the late 1950's, the population swelled to over 80,000 as most of the agricultural areas were replaced by residential subdivisions, commercial centers and industrial developments. In December 1956, the City of Downey was incorporated as a general law city, and in 1965, it became a charter city.

In 1929, inventor E.M. Smith purchased the 73 acre Hughan Ranch located about one mile south of the Downey Depot. Smith's company, Emsco Aircraft converted the ranch into an airstrip. Downey had taken its first giant step for mankind.





Historic Downey Street PHOTO COURTESY OF OSWALD'S HISTORICAL SOCIETY

### Land Use

The historic native landscape of Downey is best described as the rich, coastal sage scrub communities of Southern California, consisting of regional native shrub species such as the California encelia (*Baccharis californica*) and California sagebrush (*Artemisia californica*). Early Spanish settlers used sagebrush in a variety of manners, from tea to a cure for ailments (Rundell 2011). The average height of the native vegetation in the sage scrub community is 3–4 feet (Rundell 2011); this community is not dominated by large shade trees such as the coast live oak (*Quercus agrifolia*). These drought-deciduous species are specifically suited for the Mediterranean climate that is marked by mild, wet winters and hot dry summers.

The Rio Hondo River on the western border of the City and the San Gabriel River on the east create natural edges of open space that contribute to the City's unique character (City of Downey 2005c). These riparian habitats would have originally consisted of tree species like the California sycamore (*Platanus racemosa*) and cottonwood (*Populus fremontii*), which are dependent on the abundant water source that each river provides. Because of this, riparian habitat species typically do not grow out of that environment, and are not well suited for drier soil conditions found in a sage scrub community.

In the 1920s, the Los Angeles Chamber of Commerce commissioned the landscape architecture firms Olmsted Brothers and Harland Bartholomew & Associates to create a vision for open space and parks in the Los Angeles region.

1940,  
Downey's  
population was still only  
12,000. Orange groves  
remained visible in the  
downtown area with dairies  
located along the banks of  
the two rivers.



Maw Family Dairy PHOTO COURTESY OF OSWALD'S HISTORICAL SOCIETY



● DOWNEY, 1947 PHOTO COURTESY OF DOWNEY HISTORICAL SOCIETY



● Women Playing In Rio Hondo PHOTO COURTESY OF DOWNEY HISTORICAL SOCIETY

(Emerald Necklace Forest to Ocean Expanded Vision and Plan). Part of this vision included a contiguous string of green spaces along the Rio Hondo River and San Gabriel River, from their origin in the Angeles National Forest to their convergence with the Los Angeles River. The ambitious plan, called the Emerald Necklace was not implemented as priorities for the region shifted during the 1930s depression (Emerald Necklace Group - Amigos de los Rios 2019a). In 2005, the nonprofit organization Amigos de los Rios launched a campaign that revitalized the original plan and began to construct new

parks and native habitat gardens at schools in the Emerald Necklace project area. In support of the plan, the City joined the Emerald Necklace Coalition, which includes 24 cities, three school districts, the Los Angeles County Board of Supervisors, and many other participating organizations (Emerald Necklace Group - Amigos de los Rios 2019b). The basis for the coalition is to work collaboratively to preserve the Los Angeles and San Gabriel watersheds for various functions including recreation, open space, and environmental education (Emerald Necklace Group - Amigos de los Rios 2019b).



The City of Downey has 12 parks that consist of 112 acres of parkland, 5.7 miles of Class 1 bike trails, and the Rio Hondo Golf Course. The Department of Public Works maintains the 3,021 trees in all City parks.





Being centrally located between the Rio Hondo and San Gabriel Rivers created fertile soil conditions that were favorable to the development of agriculture in the City area. In the late 1880s, John G. Downey recognized the potential in the land to grow the citrus industry and began to import a number of varieties of oranges into the settlement (Sorenson 2015). Shortly thereafter, orange groves began to dominate the landscape. The fertile land, coupled with the Southern Pacific Railroad, contributed to the development of the citrus industry, and it would remain a largely rural and agrarian area until the housing boom of the 1950s and 1960s. During that time, orchards and farms gave way to the building of single-family housing to support the residents moving in to start families and raise children (City of Downey 2005c). Even though the orchards are gone from the City, some front yards still have remnant orange trees from former agricultural sites.

From the 1960s on, Downey would continue to grow as a bedroom community with single-family homes accounting for 30% of its current land use (City of Downey 2005d). Downey is also largely defined by freeways, being bordered by I-105, I-605, I-710, and I-5. This location provides direct access from Downey to many adjacent landmarks making Downey a desirable place to live, work, and visit (City of Downey 2005d).

● Apollo Space Center

## Parks

The City of Downey has 12 parks that consist of 112 acres of parkland, 5.7 miles of Class 1 bike trails, and the Rio Hondo Golf Course (City of Downey 2016). The Department of Public Works maintains the 3,021 trees in all City parks and Recreation and Parks contracts maintenance work for the Rio Hondo Golf Course. Table 4 reflects the top 10 species by population in Downey parks.

Within the inventoried park trees, genus *Pinus* accounts for 18% of the total population, with trees in the myrtle family representing 20% of the population. *Pinus* is the most prevalent genus because the first and third most common trees in the City's database are *Pinus* spp., with the Canary Island Pine (*Pinus canariensis*) at 9% of the park inventory and Aleppo pine (*Pinus halepensis*) at 6%. The myrtaceae family does not have one or two dominant species in the population, but rather has multiple species spread throughout the inventory, including the lemon bottlebrush (*Callistemon citrinus*) at 6%, red river gum (*Eucalyptus camaldulensis*) at 4%, and silver dollar gum (*Eucalyptus polyanthemus*) at 4%.

The ability to plant and grow larger trees in the urban landscape is often limited by available planting locations. The City's parks provide ideal locations and growing conditions for the planting of trees that are larger at maturity. Larger trees located in parks often have increased benefits at maturity due to their larger size. As previously explained, larger trees provide greater value because they store more carbon, provide more shade, intercept more rainfall, provide more oxygen, and many other services.

Table 4. Top 10 Occurring Tree Species in City of Downey Parks by Population

● Apollo Park

SPECIES DIVERSITY				
	Botanical Name	Common Name	Total	Percent
1	<i>Pinus canariensis</i>	Canary Island pine	279	9%
2	<i>Callistemon citrinus</i>	lemon bottlebrush	181	6%
3	<i>Pinus halepensis</i>	Aleppo pine	177	6%
4	<i>Ginnamomum camphora</i>	camphor	148	5%
5	<i>Ulmus parvifolia</i>	Chinese elm	129	4%
6	<i>Acacia melanoxylon</i>	blackwood acacia	127	4%
7	<i>Eucalyptus camaldulensis</i>	red river gum	122	4%
8	<i>Eucalyptus polyanthemus</i>	silver dollar gum	120	4%
9	<i>Liquidambar styraciflua</i>	American sweetgum	91	3%
10	<i>Fraxinus viridis</i>	evergreen ash	85	3%

# Key Findings

## Key Findings of Current Conditions

### Low Canopy Cover

One way to measure the size of an urban forest is its **tree canopy cover**, or the area of land covered by tree leaves and branches when viewed from above. The extent of canopy cover, quantified as a percentage demonstrates how much land is covered by trees (see **Figure 10**). A City i-Tree Canopy analysis determined that the City's urban forest currently provides 11% canopy coverage. According to American Forests, 20% canopy coverage in grassland cities and 15% coverage in desert cities are considered to be realistic baseline targets (American Forests 2017). Recent research suggests that to maximize the cooling effect of trees, the canopy coverage must exceed 40% (Dinterhafer 2019); however, most cities, especially in the southwestern U.S. and including Downey, do not have the space in the public right-of-way to plant and grow enough large trees to reach that canopy cover level.

Figure 10. Tree Canopy Cover Analysis

#### Tree canopy cover

Tree canopy cover is the percentage of land covered by the leaves and branches of trees when viewed from above. The image below shows the tree canopy cover analysis of a residential neighborhood.

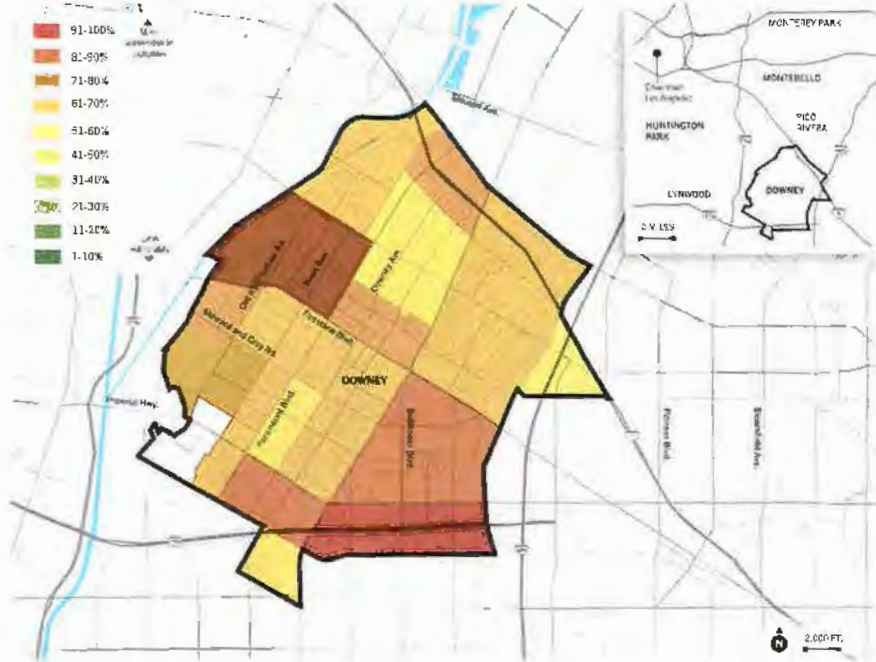
Aerial view of tree canopy cover



Analysis of tree canopy cover



Figure 11. CalEnviroScreen map



**2 A Community Vulnerable to Climate Change and Pollution**

One significant negative impact of having a low canopy cover is that residents have an increased vulnerability to pollution, extreme heat, and potential health issues. The California Environmental Protection Agency created the online map CalEnviroScreen 3.0 that generates a score based on a community's vulnerability to pollution and its population characteristics (OEI IIA 2018). Figure 11 presents the City's CalEnviroScreen map. The scale for vulnerability is shown in percentage ranges, from 1%–10% (least vulnerable) to 91%–100% (most vulnerable). Of the 20 Downey neighborhood census tracts:

- 33% of residents live in a census tract with a score of 75%–100%
- 55% live in one that scored 60%–75%
- 12% live in one that scored 50%–60%

The CalEnviroScreen map indicates that all residents in Downey have at least a moderate vulnerability to pollution burdens, and that a third of residents are in the highest percentiles of vulnerability. The higher third tends to be in neighborhoods adjacent to Interstate 105, I-5, and I-605 and in the City's southern extents.

**3 Funded to Maintain but Not Grow the Urban Forest**

Current urban forest program funding levels are directed towards maintaining a pruning cycle of every other year with limited funding for planting and maintaining new trees. This positively impacts the short-term health and safety of the urban forest, but detracts from the long-term growth of the tree canopy as well as from climate change resiliency. The recent planting of 3,200 new trees through state grants and local mitigation funds will help shift data in the sustainability metrics toward reaching the stated goals, but it still will be below what is needed for the City to make a dramatic increase in the overall tree canopy cover percentage. It will require roughly 30,000 new trees for the City to increase its tree canopy cover to 20%. This will require consistent funding dedicated to tree planting establishment; will also require the identification of supplemental funding sources such as state or nationally funded grant opportunities that can be budgeted towards these activities.

**4a Significant Loss of Tree Canopy Cover from Single-Family Home Lot Redevelopment**

An identified threat to the City's urban forest is the redevelopment of larger homes on existing private lots/parcels, often referred to as **mansionization**. Through this process, gross space and canopy cover are often reduced and replaced by impermeable surfaces with little to no environmental benefit. The City General Plan adopted in 2005 recognized that "many trees have been removed due to the pressure for optimizing development of properties" (City of Downey 2005a). In 2017, a research project completed by the University of Southern California's Spatial Sciences Institute quantified the assumptions made by the General Plan. The study examined from 2000–2009 the change in land cover on single-family home lots that had been redeveloped in 20 of the largest cities in the Los Angeles basin. During that time period, the City had a reduction in green cover on all single-family lots of 20%–24%, placing it in the study's top five cities for green cover loss (Lee et al., 2017).

The loss of green cover is also directly correlated to a proportional increase in the percentage of hardscape and building size. The 30 single-family home lots evaluated in one study had a loss of 1,962 square feet of canopy cover, on average, with a proportional 1,962-square-foot increase in hardscape (Longcore, pers. comm. 2019).



Figure 12. Mansionization

**Original Lot**

Single family homes were originally designed with smaller home sizes and more space for trees and green cover in front and back yards.



Green Cover Loss

**Redevelopment**

As these lots are redeveloped, trees and green cover are replaced with larger home sizes, and more hardscape like patios and driveways.



Increasing hardscape lowers the permeable area for rain water infiltration and reduces the available space for growing tree canopy. Figure 12 illustrates this conversion of green space to environmentally inferior hardscape.

**4b Tree Protection and Preservation Policy Needed**

Trees on private property significantly contribute to the City's overall tree canopy cover. Based on the City's Tree Canopy analysis, approximately 72% of the total tree canopy cover in the City occurs on private property. These factors indicate that the protection and preservation of trees on private property is possibly the most important component of achieving a healthy urban forest. As the University of Southern California Spatial Sciences Institute shows, trees and green space are rarely preserved when land is being developed. A **tree protection ordinance** would not have restricted these projects from happening, but would have limited the loss of trees and generated new tree plantings through mitigation requirements. Achievement of a citywide canopy goal is only possible if realistic restrictions are developed, implemented, and enforced to preserve trees on private property.

**Public Space Trees - Baseline Status**


Tree characteristics such as **tree species diversity** and health and age composition, are used as indicators to measure how well the tree population is being managed, which in turn provides an indication of its resilience to environmental factors like drought, disease,

pests, and climate change. The standards used for the sustainability metrics are derived from **best management practices** that were developed from peer reviewed research. An analysis of the tree inventory data indicates that the City's tree population is **on** and/or can be put on a trajectory towards reaching the

sustainability metric standards, suggesting Downey's urban forest is healthy and resilient. The completion of the UFMP will further address the City's urban forest deficiencies by developing long-term strategies and implementation plans to meet these goals.

Table 5. Urban Forest Sustainability Measurements

Urban Forest Status				
Characteristic	Sustainability Metric	Current	Sustainability Indicator	
Species Diversity	No species comprises more than 5% of tree population	Three species are above 5% Crape Myrtle - 7.6% Fern Pine - 6.4% Brisbane Box - 5.1%	A diverse tree population consisting of no more than 5% of one species is more resilient to pests, disease, drought, and other potential threats.	
		Health Composition	All six most common species have relative performance indicators (RPI) > 1	Four of six species have an RPI equal to or greater than one. RPI reflects the health of tree species compared to the rest of the urban forest. This result indicates the Downey urban forest is mostly healthy.
Age Composition	Diameter at Standard Height Range	Recommended Percent	A proper composition of tree ages helps to ensure the City will not lose a drastic portion of trees as they age and require removal ensuring a continued level of services. The Downey composition tends to be younger, a result of recent tree planting programs.	
	0-6 inches	40%		32%
	7-16 inches	30%		49%
	19-24 inches	20%		11%
24-30+ inches	10%	8%		



## Strategic Plan

## Guiding Principles and Goals

The City of Downey's Strategic Plan is the method by which it will progress towards achieving its vision. The vision statement expresses the future desired state of the City urban forest and how the community will be supported by and benefit from the urban forest. In order to reach that desired outcome, the City has established guiding principles that focus on the specific values they hold, and the priorities they wish to address via the UFMF. Each guiding principle is further defined by a goal that describes the intent of the guiding principle and what further specific action is needed to implement the plan. The strategies are the specific and timely actions the City will implement that can be used to demonstrate progress towards achieving its vision.

The following guiding principles, goals, and strategies were developed based on the key findings that resulted from the various methods used to analyze the current condition and the desired end result expressed through the vision statement.

**Table 6. Strategic Plan Guiding Principles and Goals**

Guiding Principles	Goal
1. Maximize environmental services of trees	The environmental services trees provide are continually increasing the quality of life for residents and their economic benefit to the City.
2. Community support for trees	Community members value trees and work in partnership with the City to grow and maintain the urban forest.
3. Fund the urban forest program	The urban forest program is annually funded at a level that grows and maintains a sustainable urban forest.
4. Plan for the future urban forest	Trees are included in all stages of planning to maximize their size and longevity, while minimizing infrastructure conflicts.
5. Create and maintain inviting neighborhoods	All residents live in healthy neighborhoods with trees providing clean air and protection from extreme heat.
6. Protect and preserve mature and historic trees	Mature and historic trees are protected and preserved for their significant environmental, economic, and cultural values.
7. Safe and healthy places for recreation	Parks and open space areas connect neighborhoods and residents under a canopy of mature trees.





## Maximize Environmental Services of Trees

The environmental benefits or services provided by the City's urban forest are a key component of the City's ability to create a more climate-resilient and sustainable community. Indicators suggest that the impacts felt by climate change will continue to increase in the coming years, creating more volatile and drastic weather events like extreme heat days, extended droughts, and increased flooding. On a global scale, the urban forest will help in fight climate change by sequestering carbon and reducing the production of greenhouse gases through energy conservation. The City's urban forest will be on the front lines contributing to resident protection from these threats and maintaining their high living standard. This is accomplished by managing a sustainable urban forest, or an urban forest that promotes trees being as healthy, large, and long-lived as possible. In turn, the City's trees will grow the canopy cover to an achievable and sustainable level that maximizes the environmental services of the urban forest and the benefits that it provides.

Table 7. Guiding Principle #1 Goals and Strategies

Goal 1	Strategy	Time Frame
The environmental services trees provide are continually increasing the quality of life for residents and their economic benefit to the City.	1. Have a tree canopy cover of 20% in the City by 2050.	Long-term
	2. Plant 30,000 new public and private trees in the City by 2050.	Long-term
	3. Adopt a new tree species palette that prioritizes trees based on having low water needs and adaptability to climate change and future environmental conditions.	Short-term
	4. Maintain no more than 5% of one species, 10% of one genus, and 20% of one family in the City tree inventory.	Long-term
	5. Plant trees in targeted locations that will increase the direct impact of the environmental services provided by the urban forest. Like reducing the urban heat island effect, sequestering greenhouse gas emissions, capturing rainwater, and reducing stormwater runoff.	Short-term





GUIDING PRINCIPLE

2

## Community Support for Trees

The City's residents and business owners own and manage the largest portion of the urban forest and will play an important role in ensuring the successful UFMP implementation. The City must work in partnership with the community to support the UFMP's principles, goals, and objectives as it aims to grow and maintain the urban forest. The community is being asked to support policies that protect and preserve trees on private property, plant trees in neighborhoods, and introduce new tree species. The level to which they give support will in part depend on whether they value trees as a vital community asset, which is in part cultivated through understanding the environmental services trees deliver. Accomplishing this will depend on a robust community education program that focuses on tree values, benefits and direct benefits to humans. An impactful program that provides opportunities for residents to physically interact with trees to create meaningful experiences and connections is a vital component of this outreach.

Table 8. Guiding Principle #2 Goals and Strategies

Goal 2	Strategies	Time Frame
Community members value trees and work in partnership with the City to grow and maintain the urban forest.	1. Create and implement a public education campaign that targets specific areas of the community's understanding of trees based on the results of the online public survey.	Medium-term
	2. Hold semi-annual community engagement activities that provide an opportunity for residents to participate in and understand the urban forest program better, like volunteer tree planting and care events, educational workshops, presentations, and tree giveaways.	Short-term
	3. Develop an urban forest advisory committee comprised of resident representatives, City staff, and other community stakeholders to create a public forum for community members to work with City staff in addressing tree issues and implementing the goals of the UFMP.	Short-term
	4. Continue celebrating Arbor Day and holding volunteer tree planting events.	Short-term
	5. Maintain recognition as a Tree City USA on an annual basis.	Short-term



GUIDING PRINCIPLE  
**3**

## Funding the Urban Forest Program

In the same way community members are asked to support the UFMP goals, the City demonstrates its support by consistently funding the urban forest management program at levels to sufficiently implement the CFMP. Appropriate funding also recognizes that the City urban forest is a City asset valued at over \$66 million that annually returns \$1.1 million in environmental services. Allocating funds often requires making difficult decisions about City budget priorities with multiple competing needs for limited funds, and adjusting strategies to meet the financial realities. However, funding should be held at levels that would not debilitate the City urban forest managers from maintaining the existing level of environmental services received from the trees. The City funds its urban forest program through a combination of general funds and assessments but other funding alternatives may exist, and should be explored that are often available to support new tree planting and establishment costs.

Table 9. Guiding Principle #3 Goals and Strategies

Goal 3	Strategies	Time Frame
The urban forest program is annually funded at a level that grows and maintains a sustainable urban forest.	1. Incorporate funding streams outside of the general fund to enhance the urban forest program including new development, grants, and crowd sourcing.	Medium-term
	2. Prepare projections of anticipated fiscal needs for urban forest that reflect the established goals of the CFMP. Update these projections as the goals of the UFMP are revised and updated based on the current environmental and economic conditions of the City.	Short-term
	3. Annually calculate the structural and functional value of the tree population to determine the City's return on its investment in the urban forest to inform budgetary decisions for the upcoming fiscal year.	Short-term



Downey City Hall



GUIDING PRINCIPLE  
**4**

# Planning for the Future Urban Forest

The condition of the future urban forest is in part determined before a tree is planted, permits are approved, or projects are designed. The realities of a poorly planned urban forest are easy to identify: tree roots lifting sidewalks, trees planted too close together or not at all, an entire block of trees removed at one time, or hat-racked trees growing under power lines. Having large healthy trees starts with having processes in place that include trees in the beginning of projects and continues to consider them throughout until projects are completed. Another element is having design standards, ordinances, and policies that are based on researched best practices that protect and preserve trees and that promote trees reaching their genetically potential size and ages without having conflicts with other infrastructure. It also recognizes that trees that have historically performed well and were popular in urban landscapes might not be appropriate for the changing climate and past populations and should be phased out of the City tree inventory and replaced with new species.

Table 10. Guiding Principle 4 Goals and Strategies

Goal 4	Strategies	Time Frame
Trees are included in all stages of planning to maximize their size and longevity while minimizing infrastructure conflicts.	1. Plant all trees following the principles of right tree, right place, so they can grow to full maturity without interfering with other existing infrastructure like sidewalks, street lights, curbs, and electric lines.	Short-term
	2. Develop standards for new development projects that increase tree canopy cover by minimizing the removal of existing trees and requiring planting new trees on site and in the adjacent public space.	Short-term
	3. Make trees a part of the initial project review for all development projects, including the redevelopment of single-family home lots.	Short-term
	4. Adopt and implement street tree spacing guidelines.	Short-term
	5. Plan for the removal of low-performing trees that are not well suited for future climate conditions like the London Plane, Magnolia, and Sweetgum.	Medium-term



● Tree and Infrastructure Conflict

GUIDING PRINCIPLE  
**5**

## Create and Maintain Inviting Neighborhoods

The City expresses a desire for its neighborhoods to “feel like home” when driving down residential streets or walking by commercial corridors. This is in part accomplished by streets with tree-lined canopies from curb to curb, which creates the visual sensation of a comforting blanket of nature covering a neighborhood. We also experience this physically, as research shows living in greener urban areas with trees lowers stress levels (Roe 2013).

Another result of a healthy urban forest is healthier neighborhoods with a lower resident pollution burden, especially those living in close proximity to freeways that bound the City. Having cleaner air to breathe and cooler streets to traverse will help encourage residents’ outdoor activity. The City wants every neighborhood to feel this way and will begin by prioritizing the areas that are in most need of trees and with the highest vulnerability to adverse environmental conditions.

Table 11. Guiding Principle #5 Goals and Strategies

Goal 5	Strategies	Time Frame
All residents live in a healthy neighborhood with trees providing clean air and protection from extreme heat.	1. Prioritize tree planting efforts in neighborhoods that are most vulnerable to pollution hazards based on the scores of the CalEnviroScreen 3.0 map.	Short-term
	2. Develop a free residential yard tree program that distributes 500 trees a year to City residents.	Medium-term
	3. Select public space street trees based on growth characteristics that will maximize tree canopy cover while meeting street tree spacing guidelines and principles of right tree, right place.	Short-term
	4. Plant trees in commercial corridors to increase the walkability of shopping districts.	Medium-term





GUIDING PRINCIPLE

6

## Protect and Preserve Mature and Historic Trees

Any decision to remove a large mature tree before it has declined or become a safety concern should be weighed against what is lost when it is removed. Every tree reaches a point when its removal will be required due to safety factors, cost of maintenance, condition or others. However, large mature trees are the greatest contributors to the environmental services provided by a city's urban forest. It could take 30-40 years for a tree to reach maturity and deliver optimal levels of environmental and economic benefits. Throughout that time, a financial investment was made to grow a healthy tree, from planting to early establishment care and long-term maintenance and pruning. This results in a structural value (cost to replace the tree with the same size tree) that can be up to \$10,000 or more. In addition, these trees often hold a significant cultural value as an iconic part of a community's landscape. As such, mature and historic trees are a City asset that cannot be easily replaced. Advanced arboricultural assessments can help determine whether a tree can be preserved or really does need to be removed.

Table 12. Guiding Principle #6 Goals and Strategies

Goal 6	Strategies	Time Frame
Mature and historic trees are protected and preserved for their significant environmental, economic, and cultural values.	1. Draft and adopt a tree protection ordinance for private properties, including single-family home lots and commercial development, that clearly defines why a tree is protected, what circumstances qualify for permitting its removal, and the mitigation efforts to be made if tree removal is permitted.	Short-term
	2. Update Figure 4-4.1, Significant Tree Survey, in Chapter 4, Conservation, of the General Plan to reflect the current status of trees identified in the existing inventory and add trees to the inventory. New trees added to the inventory will be suggested for inclusion by City staff, residents, and business owners. The Urban Forest Advisory Committee will determine if the nominated trees are significant based on the age, historical, and cultural importance of the trees.	Medium-term
	3. Review and update the municipal code on malpractice as are sufficient to deter violation. Identify staff who City department will enforce the code and how the code will be enforced.	Short-term



GUIDING PRINCIPLE  
**7**

## Safe and Healthy Places for Recreation

A city's parks and open space can provide a respite from the noise, congestion, and other stressors prevalent in the daily lives of those living in a dense urban environment. A healthy park environment supported by trees encourages park use and recreation as the ample shade protects residents from extreme heat and creates favorable conditions when people want to be outside. This is in part possible because of the limited infrastructure encroachment in parks that give room for large stature trees to grow expansive and dense canopies to lower air and surface temperatures. Parks and open space areas are also excellent opportunities to plant native trees and shrubs that are capable of providing habitat for wildlife and supporting biodiversity within the region. This also brings natural ecosystems that are typically only seen outside of city limits into neighborhoods, further developing residents' understanding and connection to nature.

Table 13. Guiding Principle #7 Goals and Strategies

Goal 7	Strategies	Time Frame
Parks and open space areas connect neighborhoods and residents under a canopy of mature trees.	1. Prioritize large stature tree species for new tree plantings to increase the ability of park trees to provide environmental benefits and store carbon.	Medium-term
	2. Select tree species that will increase biodiversity and support wildlife habitat at locations adjacent to the Rio Hondo and San Gabriel Rivers.	Medium-term
	3. Create a public display of fruit trees that will educate the community on the agricultural heritage of the City.	Medium-term
	4. Plan future infrastructure projects like Measure 5 <sup>1</sup> to minimize the impacts to existing trees and increase the tree canopy cover.	Short-term
	5. Maintain a 100% stocking rate of all available planting locations in City-managed parks, open spaces, and golf courses.	Long Term

<sup>1</sup> Measure 5 was approved in 2015, and generates approximately \$9 million per year from a 1/2 percent increase on transactions and use taxes, to protect and enhance the quality of services to the community.





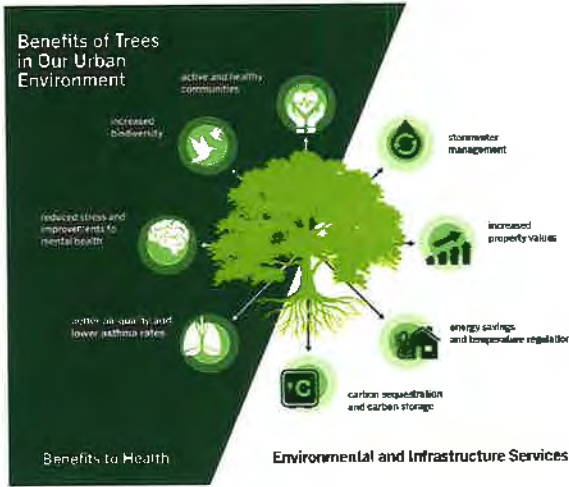
# Status of Downey Urban Forest

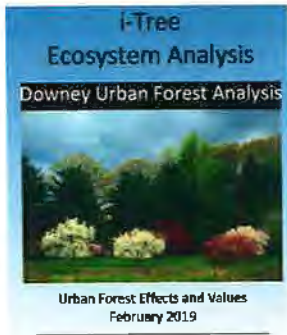
## The Benefits of an Urban Forest

The look and feel of a community is often defined by the trees that line its streets, or their noticeable absence. Residents who live on a street lined with healthy, mature trees receive ongoing services from the leaves and branches that make up the trees' crowns. Figure 13 reflects some of these services that are quantifiable in terms of energy and money saved, rain water captured, and surface temperature reductions. Trees provide environmental services on a continual basis throughout their life cycle, with these services increasing as the tree grows larger and older. Eventually an arborist will determine when the tree reaches senescence, and that its decline will begin to cost more in terms of risk liability and maintenance than benefit it produces.

The figure also reflects statistics on the impact trees and nature have on our mental and physical health. It has been demonstrated through scientific research that living closer to urban green spaces and trees improves one's mental health and happiness (White 2013). It also showed that the mental health improvement has a cumulative impact at the community level, affirming the important role parks have in supporting a healthy neighborhood.

Figure 13. Benefits of an Urban Forest





The importance of maximizing the services of healthy trees to society continues to rise in conjunction with urban centers' increasing size and density. According to the 2010 census, 80% of Americans and 95% of Californians live in urban areas (Lambert 2012). Research shows that city efficiencies allow for populations to grow faster than the rate of emissions (air pollution). However, the health impact of emissions rises in direct proportion to the population increase (Muller and Jha 2012). Essentially, more people will be sharing the same polluted air and dealing with the negative health impacts. It also means more people will be dependent on healthy trees and urban forests to provide the myriad of services vital to creating a vibrant and livable city.

For this report, the i-Tree Eco tool was used to understand and interpret the environmental and economic services City residents receive from Downey's trees. The i-TreeEco module is part of the i-Tree peer-reviewed software suite of tools developed by the U.S. Forest Service that provides urban and rural forestry analysis and benefits assessment (i-Tree 2019). The Downey i-Tree Eco analysis was completed by using the City tree inventory data, which includes the trees' species, diameter at standard height (DSH is the tree diameter measured 4.5' above ground), health condition, and height. This environmental benefit is analyzed in the i-Tree Pro site based on the most up-to-date research findings on the services trees provide in reducing pollution, storing carbon, avoiding stormwater runoff, and economic benefits. The results of the environmental benefits

are then quantified by economic values for the specific category it represents as determined by various local, State, and Federal prices shown in Table 14. In Table 15 the amount of the functional value is the combined annual total economic value of air pollution removal, carbon sequestration, and avoided runoff. Structural value is determined by using valuation methods of the Council of Tree and Landscape Appraisers based on trees species, DSH, condition, and location. Another contributing factor as represented in Figure 14 is that palms make up 11% of the City's tree inventory but only provide 2% of the functional and structural forest values.

The i-Tree Eco analysis demonstrates the value the City's urban forest brings to creating a healthy environment and mitigating against climate change-causing agents. Each inventoried tree in the City is worth approximately \$3,742 on average, in its functional and structural value. Annually, each tree delivers approximately \$63.81 in ecosystem services based on the combined functional value and carbon storage, which is below the state average of \$110.63 (McPherson et al. 2016). One contributing factor to this decreased value is the relatively young age and smaller size of the City's trees, with approximately 63% of trees having a DSH of less than 12 inches, and 69% having a height of less than 30 feet.

Table 14. Environmental Services of the City of Downey Urban Forest

Service	Environmental Benefit	Economic Value	Why it Matters
Air Pollution Removal	4.36 tons/year	\$54,300/year	Currently 3.2 million people annually die worldwide from air pollution; this number could rise to 6.2 million by 2050.
Carbon Storage (Carbon Held in Tree)	6,062 tons	\$1.04 million	The City's maintained urban forest stores emissions from 1,171 passenger vehicles driven for 1 year.
Carbon Sequestration (Carbon Removed from Air)	287.9 tons/year	\$49,000/year	The City's maintained urban forest annually removes emissions from an average passenger vehicle being driven 628,800 miles.
Avoided Runoff	379,064.66 gallons/year	\$106,460/year	This is equivalent to 32,718 showers, the daily water use of 5,444 American cars, or 25,215 loads of laundry.

Source: EPA 2014; Litvinchik et al. 2015.

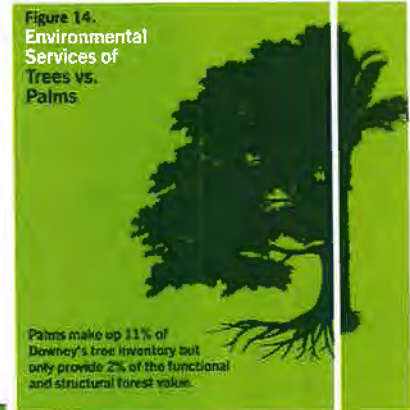


Table 15. Financial Value of the City of Downey Urban Forest

Value	Description	Amount
Functional	Value based on the functions (services) trees perform	\$108,580/year
Carbon Storage	Value of the carbon stored in the trees	\$1.04 million total
Structural	Cost of having to replace the urban forest with similar trees	\$66.2 million total



**Table 16. i-Tree Canopy Analysis Results**

Land Use Type	Description	Nr. of Land Use Points	% Cover
Tree - Private	Tree on private property	81	8.1%
Tree - Public	Tree on public property	32	3.2%
Shrub/Grass - Private	Shrub/grass on private property	116	11.6%
Shrub/Grass - Public	Shrub/grass on public property	65	6.5%
Bare - Private	Bare soil/dirt on private property	19	1.9%
Bare - Public	Bare soil/dirt on public property	17	1.7%
Water	Pool, river, lake	8	.8%
Building	Building	291	29.1%
Road	Road	148	14.8%
Other - Hardscape	Driveway, patio, parking lot, etc.	223	22.3%
<b>Total</b>		<b>1000</b>	<b>100%</b>

Double was not able to calculate energy savings and the avoided production of emissions needed to create that energy, as the City inventory did not include the required information for i-Tree Eco to calculate these services. If those values were included in this analysis, the annual functional value (value of the trees' services) would show a noticeable increase, as energy savings is one of the larger economic values of a tree. Including this information as the inventory is updated will help give a more accurate portrayal of the

environmental and economic services provided by the City's tree population. Another factor that lowers the value of trees in the City is that palm species make up 11% of the tree population but only account for 2% of the functional and structural value of the total urban forest.

**Canopy Cover**

Like most cities in Los Angeles County the City is not historically known for its tree canopy cover. Trees that make up the urban forest today

**Table 17. Summary of i-Tree Canopy Results**

Land Use Type	% Cover
City Tree Canopy	11%
Shrubs/Grass	18%
Bare soil/dirt	4%
Impervious surface	67%
<b>Total</b>	<b>100%</b>

were planted as the City went from a rural to urban environment. The urban forest consists of 211 species that are native to other areas throughout the country and world. This report used the i-Tree Canopy online tool to calculate the City's percentage of canopy cover and other land use classifications. This process consists of first creating the various land use types and defining the project area (City boundaries). The i-Tree software then randomly selects points on a satellite image map for the user to label as one of the land use categories (tree, shrub, road, etc.). As new points are labeled, i-Tree updates the percent of each category. In total, 1,000 points were identified in calculating tree canopy cover for the City of Downey. Results of the i-Tree Canopy analysis are reflected in **Tables 16 and 17.**



The analysis results demonstrate a low City canopy cover in comparison with the following other Southern California cities:

Los Angeles	25%
National City	18%
Irvine	17%
Santa Monica	15%

As mentioned, 72% of the City's tree canopy cover was identified to be on private property, whether residential or commercial, underlying the significant contribution private property trees have in the total urban forest. In recognition

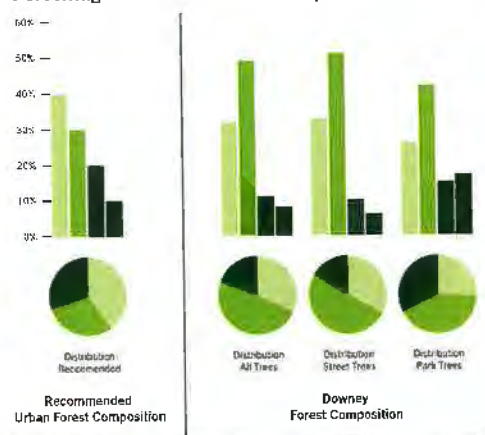
of this, the UEMP identified goals and objectives to move the City forward in growing tree canopy cover on private property by planting trees, protecting and preserving existing trees, and public education and outreach. The UEMP also emphasizes the importance for the City to maximize trees and canopy in the public spaces.

It will be challenging for the City to increase tree canopy cover in the public space with 67% of land being covered by impervious hardscape and not viable for planting trees. While it may be possible in some locations to create new tree

wells, there are few remaining unencroached City areas that can accommodate a large number of new tree plantings. In order to maximize the space that is available, the City will prioritize planting trees that can create the largest amount of canopy in the space provided, which will help maximize the tree-derived benefits, following the right tree in the right place guidance. Trees will be selected that are suitable for the spacing limitations in the ground and in the air to avoid conflicts with other infrastructure like sidewalks, curbs, and power lines.



**Figure 15.**  
Diameter at Standard Height (DSH) Range Percentages for Urban Forest Composition



Legend: Average DSH ranges as trees mature.



**Age Distribution**

Understanding the tree age distribution within a city's urban forest is useful to inform management decisions, estimate budgets, and forecast potential shortfalls in the urban forest. Management decisions based on the urban forest's age distribution often include tree removal planning and estimation, new tree planting, and pruning frequency. When coupled with tree health, age distribution can provide insight into citywide species-specific success rates. This can allow urban forest managers to address tree maintenance needs and plan for a successful and sustainable forest that is appropriate for the environment.

Growth patterns for most urban trees are relatively consistent, but without planting records it is difficult to determine an exact age without damaging the tree. Instead, arborists can use the Diameter at Standard Height (DSH) to estimate tree age. Since many trees record their annual growth as rings inside the trunk, measuring the size of the trunk can provide an estimate of how many years of growth a tree's trunk may represent. **Table 18** shows the distribution of DSH for all trees in the City, further broken down into street trees and park trees to estimate the urban forest's tree ages.

The recommended ideal DSH range diameter distribution was first proposed in an analysis of the Syracuse, New York urban forest and has since become a standard guideline for the desired optimal age range for an urban forest (Richards 1993), (see Figure 15)

**Table 18.** Age Distribution of Downey Inventory

DSH Range	Recommended % of Urban Forest	% All City Trees	% City Street Trees	% City Park Trees	Age Category
0-6	40%	32%	33%	25%	Immature
7-18	30%	49%	51%	42%	Young
19-24	20%	11%	10%	15%	Middle-aged
24-30+	10%	8%	6%	17%	Mature
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	





1. Crape myrtle



2. Fern pine



3. Brisbane box



7. Queen palm

**Table 19. Top Ten Species by Population**

No.	Scientific Name	Common Name	Population	Percent of Urban Forest
1	<i>Lagerstroemia indica</i>	crrape myrtle	1336	7.6%
2	<i>Araucaria falcatu</i>	fern pine	1172	6.4%
3	<i>Lephostemon concinru</i>	Brisbane box	921	5.1%
4	<i>Pinus canariensis</i>	Canary Island pine	877	4.8%
5	<i>Platanu acerfolia</i>	London plane	629	3.5%
6	<i>Cinnamomum camphora</i>	camphor	623	3.5%
7	<i>Syagru romanoffiana</i>	queen palm	522	3.4%
8	<i>Liquidambar styraciflua</i>	American sweetgum	618	3.4%
9	<i>Archontophoenix cunninghamiana</i>	king palm	517	3.4%
10	<i>Magnolia grandiflora</i>	magnolia	567	3.1%
<b>Total</b>			<b>7982</b>	<b>44.2%</b>



4. Canary Island pine



5. London plane



6. Camphor



8. Sweetgum



9. King palm



10. Magnolia

These ranges (shown in Table 18) were proposed to optimize stability in the urban forest by ensuring the following:

- 1 A continuum of young tree establishment to replace failing and aging trees.
- 2 A majority of trees that are functionally mature and providing moderate economic and environmental services.
- 3 A small portion of trees that have most of their functional life behind them, but are providing higher environmental and economic services.

The City's urban forest can be classified as relatively young and immature with 81% of trees having a DSH of 28 inches or less as compared to the recommended 70%. Street trees with a DSH of 18 inches or less account for 84% of the total street tree population, reflecting increased tree planting activities in recent years. The City budget for tree pruning will require adjustment to correspond to the increased number of trees requiring regular structural pruning as young trees transition to middle-aged trees.

Park trees generally have more favorable growing conditions than street trees due to increased soil volume and regular irrigation, increasing the likelihood that park trees will reach their full potential in size and longevity. This is reflected in the

age distribution of park trees, with 17% of the park tree population being mature trees having a DSH of 24 inches or greater and 26% being classified as immature trees with a DSH of 6 inches or less.

**Species Diversity**

Urban forest sustainability and an urban forest's resilience to pests and/or diseases is often measured through tree species diversity. A high species diversity level may provide a buffer against catastrophic tree mortality as the result of a species- or genus-specific pest and/or pathogen. It is not without precedence for pests and/or diseases to cause widespread loss of trees. One such pest, the ISHR, is causing significant damage throughout Southern California's urban forests. Research suggests that most tree pests have a selective range of host species and characteristics that entice pests to infest a tree. The greater the species diversity within an urban forest, the lower the likelihood that catastrophic loss will occur.

Although increased diversity helps harden an urban forest against pests and diseases, increased levels of species diversity can result in a reduction in maintenance efficiency. Trees exhibit many different physical attributes that vary by species. For example, some have wide-spreading crowns with large diameter branches, while others have narrow crowns extending to 60 or more feet tall; these variations require

different types of trimming and equipment. The more consistent the tree form on a given street or in a particular maintenance quadrant, the easier and less costly it is to complete annual maintenance. As such, diversity and tree characteristics within an urban forest should be managed to reduce the likelihood of widespread tree loss, while balancing tree characteristics within a neighborhood and/or throughout an entire city.

The City has created a healthy and diverse urban forest through proactive maintenance, removal, and planting programs. The City's urban forest consists of 18,399 trees reflecting 311 species, with 4% of trees being native to California and 83% of trees having an origin outside of North America. The high representation of trees that are not California natives is typical for most cities in Southern California due in part to the urban forest being planted as the City was developed, as opposed to the City being developed in an already forested area. It also reflects the historically favorable growing conditions that allowed non-native exotic species to thrive, and a more recent trend of adding tree species from regions and countries with similar growing conditions such as the Mediterranean and Australia.

There are no mandates for how many trees of a particular species or genera are allowed within the City's urban forest. Moll (1968) suggested that a genus should represent no more than





1. Pine spp.



2. Grape myrtle spp.



3. Podocarpus spp.



7. Sweetgum spp.

Table 20. Top Ten Genus by Population

No.	Genus	Subspecies	Population	Percent of Urban Forest
1	<i>Pinus</i>	Pine spp.	1,406	7.6%
2	<i>Lagerstroemia</i>	Grape myrtle spp.	1,379	7.5%
3	<i>Podocarpus</i>	Podocarpus spp.	1,175	6.4%
4	<i>Lophoslemon</i>	Box tree spp.	921	5.0%
5	<i>Fraxinus</i>	Ash spp.	829	4.5%
6	<i>Platanus</i>	Sycamore spp.	734	4.0%
7	<i>Liquidambar</i>	Sweetgum spp.	695	3.5%
8	<i>Cinnamomum</i>	Camphor spp.	623	3.4%
9	<i>Syzygium</i>	Palm spp.	622	3.4%
10	<i>Archontophoenix</i>	Palm spp.	617	3.4%
<b>Total</b>			<b>8,942</b>	<b>48.7%</b>



4. Box tree spp.



5. Ash spp.



6. Sycamore spp.



8. Camphor spp.



9. Palm spp.



10. Palm spp.

10% of the trees in a community while no single species should exceed 5% of the tree population. The author does not indicate the rationale for these figures or if these figures are appropriate for urban forests in general or are regionally specific. As such, the City will aim to use Mill's metric, having its future tree population consist of no more than 5% of one species and no more than 10% of one genus. This is not to say that the City will remove a specific number of trees of a given species and/or genus to attain this goal, but rather that the City will focus on future tree replacements with alternative, proven successful species that are underrepresented.

Table 19 presents the top 10 most common tree species, which comprise 44.2% of the urban forest and Table 20 presents the top 10 genera, which comprise 48.7% of the urban forest. Three species combine to represent more than 5% of the urban forest and no genus exceeds 10%, demonstrating the City is well on its way to achieving this diversity goal.

Knowing individual species totals is not always indicative of species performance or if a species is suited for changing environmental conditions. For example, the Grape myrtle (*Lagerstroemia indica*) comprises approximately 8% of the urban forest, which is above the 5% goal. As such, the City may choose to limit future planting of the species to conform to its species diversity goal. However, this does not endorse or exempt its inclusion in the City's recommended species planting list. Conversely, the magnolia (*Magnolia grandiflora*) comprises only 3.1% of the total tree population, meaning more of this species can be planted to maintain diversity goals. However, this does not indicate whether more of this species should be planted. The following sections evaluate the various factors that will help to determine what species should continue to be included on the City approved tree species list based on species diversity numbers, tree health ratings, and contribution to environmental and economic benefits and other factors (non-intrusive root systems, suitability along parkways, drought tolerance, etc).

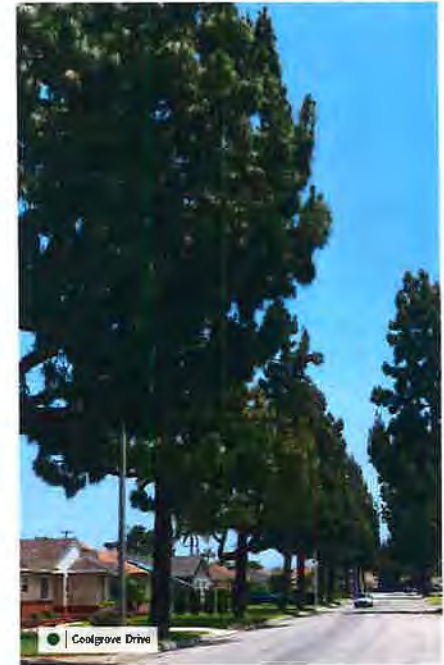


Table 21.  
Health of all City-Maintained Trees

Health	Total	Percent
Excellent	136	0.7%
Good	13,826	74.2%
Fair	4,038	21.7%
Poor	390	2.1%
Dead	249	1.3%

Table 22.  
Health of all City-Maintained Street Trees

Health	Total	Percent
Excellent	125	0.9%
Good	11,869	76.2%
Fair	3,066	19.7%
Poor	296	1.9%
Dead	219	1.4%

Table 23.  
Health of all City-Maintained Park Trees

Health	Total	Percent
Excellent	1	0.0%
Good	1,957	84.1%
Fair	972	31.8%
Poor	94	3.1%
Dead	30	1.0%



Rated Good tree

#### Health Condition

Tree health can be an indicator of urban forest resiliency against pests, disease, and extreme weather. It is not possible to predict when these environmental factors may occur, but the impact they have on the health of the City's trees can be mitigated through proper tree maintenance, suitable growing conditions, and an available supplemental water supply. Healthy trees increase public safety and may reduce the City's potential liability due to lower tree or tree part failure rates. The City's urban forest tree health is important to the City and its residents. The City recognizes this importance by routinely tracking the forest's health. Based on an analysis of the City tree inventory, active City tree population management and monitoring helps contribute to approximately 79% of all City-maintained trees rated as exhibiting good condition and 96.6% of



Rated Poor tree

all trees rated as exhibiting fair condition or better (good and fair), indicating a healthy urban forest

Tables 21, 22, and 23 present the health condition of the urban forest based on the tree inventory for all City-managed trees (streets and parks), street trees only, and park trees only. The health ratings can be described in the following ways:

**Excellent:** exhibits above normal health and canopy structure.

**Good:** exhibits normal health and canopy structure.

**Fair:** exhibits minor deficiencies in health and canopy structure.

**Poor:** exhibits significant deficiencies in health and canopy structure.

**Dead:** no longer a viable tree and should be removed.

Table 24. Relative Performance Index (RPI)

Botanical Name	Common Name	No. of Trees	% of Trees in Good Condition	RPI
	All Trees	18826	74%	1
<i>Lagerstroemia indica</i>	crape myrtle	1029	73%	0.997
<i>Araucariox falcatu</i>	fern pine	951	61%	1.095
<i>Lophosternum confertus</i>	Brisbane box	836	91%	1.290
<i>Pinus canariensis</i>	Canary Island pine	776	88%	1.189
<i>Platanus x hispanica</i>	London plane	345	65%	0.743
<i>Cinnamomum camphora</i>	camphor	562	89%	1.203
<i>Syagrus romanoffiana</i>	Queen palm	613	99%	1.338
<i>Liquidambar styraciflua</i>	American sweetgum	429	70%	0.946
<i>Archontophoenix cunninghamiana</i>	king palm	582	98%	1.324
<i>Magnolia grandiflora</i>	magnolia	394	69%	0.932

One method of understanding how individual species are performing in relation to other trees in the same urban forest is the **relative performance index (RPI)**. RPI was first used to analyze tree performance in 2004 by Scott Malco, an Urban Forester with the U.S. Forest Service Center for Urban Forest Research ([http://www.itrecoo.org/streets/resources/cuf0411\\_UF\\_Sum04FINAL\\_RPI\\_report.pdf](http://www.itrecoo.org/streets/resources/cuf0411_UF_Sum04FINAL_RPI_report.pdf)). RPI is calculated by dividing the percentage of a tree species rated as having a good health condition by the percentage of the entire population rated as having good health condition. Trees with an RPI higher than 1 are performing better than the average city tree,

and those with an RPI less than 1 are performing below average. Table 24 reflects the RPI ratings for the top 10 most common species in the City tree population.

Of the top 10 species by population, six have an RPI above 1, indicating these species are performing well in comparison to the entire urban forest. This helps provide a clearer picture of what species have proven to be successful in the City and should be included in the master tree species list.

London plane trees are the lowest performing trees of the top 10 species in the City's urban

forest with an RPI of 0.743. The low RPI warrants further attention to the health condition of London plane trees to understand if the cause of the RPI can be managed and reversed, or if trees will continue to trend towards lower performance that may require increased pruning or dead limbs or tree removal. The RPIs for the sweetgum (*Liquidambar styraciflua*) and magnolia trees are marginally below 1. However, due to pests, disease, increased heat, and drought these two species have been observed to be in decline throughout the Los Angeles County (Dudek 2019). Health condition and RPI for these two species should be monitored closely to



**Table 25. Important Value of City Managed Trees**

Botanical Name	Common Name	% of population	% Leaf Area	Importance value
<i>Araucarius falcatus</i>	fern Pine	6.4	11.7	18.7
<i>Platanus acerifolia</i>	London Plane	3.5	8.5	11.9
<i>Pinus canariensis</i>	Canary Island Pine	4.8	6.9	11.8
<i>Lagerstroemia indica</i>	crape myrtle	7.6	1.8	9.4
<i>Jacaranda mimosafolia</i>	jacaranda	3.0	5.4	8.4
<i>Lophostemon confertus</i>	Brisbane Box	3.7	2.4	7.5
<i>Liquidambar styraciflua</i>	American sweetgum	3.4	3.9	7.4
<i>Magnolia grandiflora</i>	magnolia	3.1	3.4	6.6
<i>Ulmus parvifolia</i>	Chinese elm	1.8	4.6	6.5
<i>Cinnamomum camphora</i>	camphor	3.5	2.2	6.4

identify if tree health is declining so a response and removal plan can be created, adopted, and implemented to maintain consistent and sustainable tree services (benefits to residents).

**Significant Trees**

The final piece in the mosaic of understanding the City's urban forest comes from quantifying a tree's importance against the total population of trees. One function of the TreeEco tool generates a value that measures how important that tree species is to the City's total tree population. It calculates that value by analyzing tree species population percentage vs. the total tree

population and tree species leaf area vs. the total of the population's leaf area. Adding those two percentages together generates the tree species importance value as reflected in **Table 25**.

According to this method, the most important trees within the City's urban forest, in terms of the benefits they provide, are the fern pine (*Araucarius falcatus*), London plane, and Canary Island pine, all of which comprise significant portions of the total population and are large stature trees. The value of planting larger trees is underscored by Cape myrtles (small stature trees) making up the highest percentage of the urban forest population at 7.6%, but only

contributing 1.8% of the leaf area. Conversely, Chinese elms (medium to large stature tree) make up 1.9% of the urban forest population, but account for 4.6% of the total leaf area.

The London plane tree is also significant in that it had the lowest RPI score (7.43) of the top 10 species by population, but is ranked the second most important species for the City. This places an urgency on the City to fully understand the health issues of London plane trees in the City and develop appropriate protocols for their management.



# Community Engagement

## Outreach Activities

A public survey was posted online for 5 months from April through August 2019 with a goal of acquiring valuable public input while having a dual role as an educational outreach effort. The survey was valuable for informing UFMP elements and establishing a framework for future urban forest/tree public education and support outreach. The 75 question survey was posed to learn more about the following:

- 1 The attitudes and feelings respondents have towards trees
- 2 How much respondents understand trees and how to maintain them
- 3 How willing respondents would be to support policies that protect trees on private property
- 4 How willing respondents would be to support programs that grow trees in the public space
- 5 Demographics of survey respondents





The survey was made available in English and Spanish and was disseminated through various City social media outlets, local newspapers, outreach events, and communications by the WG members. In total, 576 survey responses were recorded with a margin of error of +4% and a 95% confidence level, that the true percentage of the population who would pick an answer lies within the margin of error (Checkmarket 2019). The full list of survey questions and responses can be found in Appendix A.

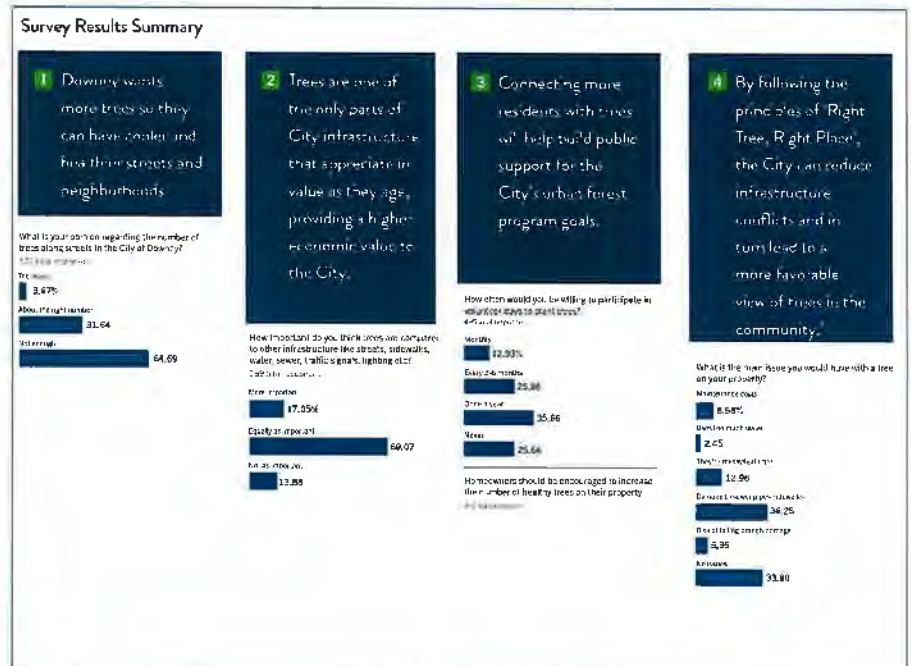
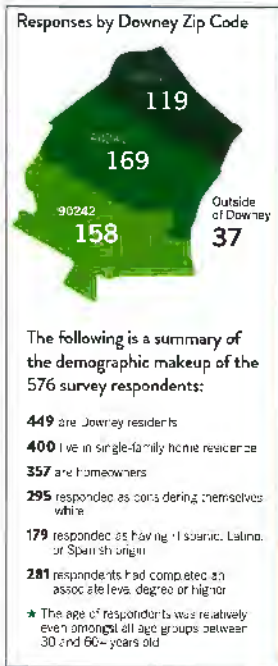
In addition to the online public survey, outreach was conducted at the May 4th Downey Street Faire, engaging over 100 attendees in conversations about their attitudes and feelings of trees in the City. Many of these conversations aligned with the results of the public survey in that they valued trees as a part of the community and would like to see more of them planted. It also aligned with the main issues with trees the survey results showed, in having experiences with trees conflicting with existing infrastructure like sewer pipes and sidewalks.

**Summary of Results**

Survey result analysis indicates that the responding City residents value trees for the environmental services they provide that contribute to having healthy neighborhoods, and the cooling benefits that tree shade provides. This was further reinforced by

respondents viewing trees as having equal importance as other City infrastructure and predominantly expressing that the City does not have enough trees. One main issue with trees that was often discussed in WG meetings is the conflicts that can occur with other existing infrastructure like underground utilities, sewer pipes, curbs and sidewalks. The survey results echoed this concern on two separate questions that showed respondents listing infrastructure conflicts as a main issue they had with trees and as a main threat to trees in their neighborhoods.

A core issue to preserving and growing the tree canopy cover in the City is how willing single family homeowners will be to protect and plant trees on their property. Three questions were directed toward better understanding this topic, which resulted in clear, yet not overwhelming support for protecting trees on private property. Respondents did largely favor encouraging single-family homeowners to increase the number of healthy trees on their property. This indicates that residents might be more in favor of efforts that give single-family homeowners the option to plant trees on their property, like a free tree giveaway program. It would also require an extensive education and outreach program so residents understand the value of trees and become active participants in planting new trees in the right places and protecting mature trees





# Tree Ordinance

To have a sustainable urban forest, the planting, pruning, and maintenance of a city's trees must be coupled with effective policies and ordinances that adhere to best management practices, protect and preserve trees, and have penalties sufficient enough to deter them from being violated. These pillars work in unison to protect and grow the investment a city makes in trees and the services they deliver as a return on that investment. This extends beyond the public space and onto private property as well, which accounts for 72% of the City's urban forest. Sufficient funding levels are needed to enable City staff to effectively carry out the physical and legislative management at the level of service outlined in its policies and management standards.

As discussed, the redevelopment of single-family home lots is a significant contributor to the loss of tree canopy cover in the City. Throughout the UHMP process, the City recognized the issues that arise from not having a protected tree ordinance and as a result, the City is beginning to take steps to craft and implement a protected tree ordinance. That process will need to define why a tree has protected status, the process for reviewing permits, and replacement requirements if a protected tree is permitted for removal. A model for implementing this type of ordinance is the City's 16-1 Development Standards, also known as the Landscape Ordinance. These standards set a precedent for the City to have oversight of private

property and include maximum percentages of hardscape, prohibition of having equipment like swimming pools and water heaters visible in front yards, and building height requirements. These standards could be updated with language that requires trees to be planted in front yards, or that a minimum canopy cover must be maintained on a property.

The online public survey results indicate residents are in favor of some level of authority for the City to protect trees on private property. When presented with the statement, "The City should have ordinances to protect trees in private property in the same way they protect trees in the public space," 48% of respondents either strongly agreed or agreed and 28% strongly disagreed or disagreed; 24% of respondents somewhat agreed with the statement, and may pivot to agreeing more or less with the statement based on how the ordinance is developed. More support was given towards requiring the planting of a tree on redeveloped single-family home lots that increase the size of the home and hardscape, with 56% that strongly agreed or agreed, 29% that strongly disagreed or disagreed, and 11% that somewhat agree. The public support demonstrated by the survey results are in favor of a tree protection policy and tree planting requirements, and should give elected officials and decision makers confidence to move forward in creating and implementing a protected tree ordinance.

## Survey Results on Ordinances

The City should have ordinances to protect trees in private property in the same way they protect trees in the public space.

152 total responses

Strongly agree 27.69%

Agree 20.32

Somewhat agree 24.10

Disagree 20.12

Strongly disagree 7.77

I would support a tree ordinance that would require a tree to be planted on a single-family home property if the owner decides to redevelop the property to increase the size of the home and hardscape.

162 total responses

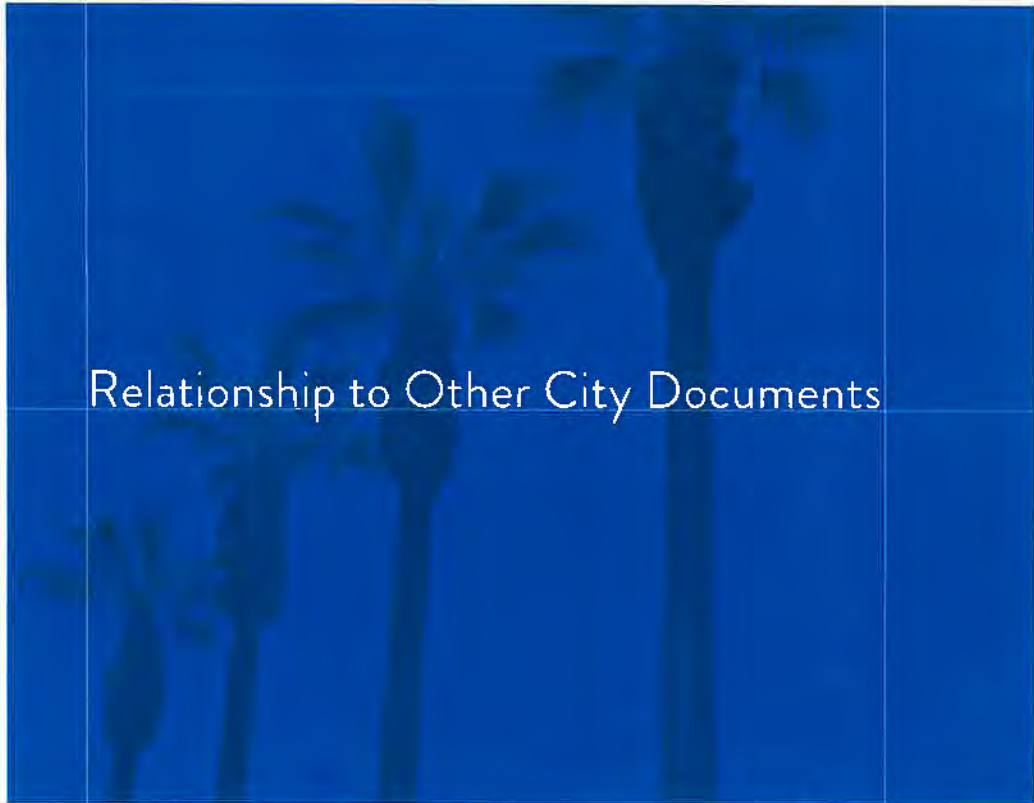
Strongly agree 28.69%

Agree 28.69

Somewhat agree 21.31

Disagree 13.35

Strongly disagree 10.96



This section reviews City documents that either directly influence urban forest management or benefit from the urban forest. It examines these documents for their ability to move the City toward a sustainable urban forest and ways in which they could be updated to align with the UFM's vision.

## 1 City of Downey General Plan

### Document Contents

The Downey Vision 2025 General Plan (Plan) is a long-range policy document that serves as a guide to address further changes in the community as it ages. "What will our city be like in 20 or 30 years?" The City created statements for a vision, value, and mission to guide its way in answering that question. (City of Downey 2005c).

**Vision:** To enhance Downey's role as the premiere quality city in the southeast area of Los Angeles County.

**Value:** To provide excellent housing, educational, employment, and recreational opportunities.

**Mission:** To provide a safe, convenient, and affordable community to those that live, work, or visit.

The Plan contains nine chapters that identify various issues facing the community including land use, housing, and economic development. Each specific issue within the chapters has long term goals to address the issue that are

supported through policy statements and program recommendations. The creation of a general plan, much like a UFM, is a collaborative effort between the City and public to ensure the community's critical issues and values are reflected in the plan.

### Relationship to the Urban Forest

The urban forest, including public and private trees are discussed in Chapter 4, Conservation, and are also included in Chapter 8, Design. In Chapter 4, issue 4.4 is titled, "Tree Preservation" and states that "the removal of trees may have a negative impact on the quality of life in the City" (City of Downey 2005a). The Plan identifies the removal of trees through the development and redevelopment of private properties as the impetus for the inclusion of this issue in the chapter. As stated in the Plan, trees provide many benefits to the community, and the removal of them may have a detrimental effect on the community and should be discouraged whenever possible. To that extent, the Plan has a goal, a policy statement, and programs to support the preservation of trees (see Table 26).



Table 26. Preservation of Trees (City of Downey General Plan Update 2005)

<b>Goal 4.4</b>	Preserve trees wherever possible.
<b>Policy 4.4.1</b>	Preserve trees on private and public property.
<b>Program 4.4.1.1.</b>	Discourage the removal of trees on private and public property.
<b>Program 4.4.1.2.</b>	Adopt a tree preservation ordinance requiring a permit to remove mature trees.
<b>Program 4.4.1.3.</b>	Promote the installation of new trees when damaged or dying trees are removed.
<b>Program 4.4.1.4.</b>	Maintain an inventory of significant trees on private property.



Downtown Downey

In Chapter 8, issue 8.3.3 is titled, "Streetscape" and states that "the appearance of the City as viewed from streets has an impact on the identity and image of the City" (City of Downey 2005b). The issue discusses yards, medians, and other street-facing areas as the "windows" to the community that must be maintained to keep a positive City image. It specifically calls out actions like installing wall and fence height, storing trash in front yards, and security window gates as deviations from the friendly image the City wants to portray throughout neighborhoods. Trees are included in this issue as a means to enhance the aesthetic appearance of the City streetscapes, with a specific focus on planting trees. The goal, policy, and programs of the tree-related section are shown in Table 27.

Table 27. Streetscape (City of Downey General Plan Update 2005)

<b>Goal 8.3</b>	Promote the enhancement of the streetscape.
<b>Policy 8.3.3</b>	Promote the installation of new trees.
<b>Program 8.3.3.1</b>	Promote the installation of new trees throughout the City, but especially where visible from the street.
<b>Program 8.3.3.2</b>	Identify streets that are deficient in trees.
<b>Program 8.3.3.3</b>	Implement the City Master Street Tree Plan for planting, removal, replacement, type and maintenance of trees in the public right-of-ways.
<b>Program 8.3.3.4</b>	Seek alternative funding to plant new trees, including grants and donations.
<b>Program 8.3.3.5</b>	Support volunteer efforts to plant new trees.

### Alignment with UFMP

The City most recently updated and adopted its Plan in 2005, setting the City's 20-year vision. Many of the Plan's program elements that are directed towards trees directly align with the UFMP's goals and strategies, but it is not apparent how they were implemented into City practices. There is not a set timeline for when these elements would be completed, or a metric by which to measure progress towards the goals. As such, many of the issues these program elements intended to address still persist in the City, like tree loss on private property, the need for diverse funding, and deeper community support for trees. The one exception being the creation of a City Master Street Tree Plan identified in Program 8.3.3.3. The Master Street Tree Plan was completed during the UFMP process, and is included as Appendix 9. The framework of the UFMP will direct actions toward a larger vision and established guiding principles based on City staff and resident values. It also provides goals and strategies that are specific and time bound so City managers can track whether progress is being made and have accountability for UFMP implementation.

## 2 City of Downey Municipal Code

### Document Contents

The municipal code holds the official City policies and practices for publicly managed trees and the authority by which it may enforce its codes. These codes are found in Chapter 6, Street Trees, Sections 7600-7611.

### Relationship to the Urban Forest

The sections contained within Chapter 6 of the municipal code fall under the general themes of managing the urban forest presented in Table 28. The full description of each section is provided in the appendix.

### Alignment with UFMP

The municipal code provides a basic framework for how the City is going to manage the tree population, what actions are permitted, and what expectations exist for property owners in the City. A strength of this chapter is that it is written in direct statements that limit any misunderstanding as to their application and intent, and that clearly define roles and expectations for most of the sections. Some sections that could be further clarified are set out in Table 29.

The municipal code does not cover a wide range of City urban forest and tree issues, which should be included utilizing this UFMP's guidance. Specifically, the code should include guidance on a protected tree ordinance after its adoption.

Table 28. Chapter 6 of the Municipal Code

<b>Actions establishing authority and mandates for the City to undertake in managing trees</b>	Section 7600. Supervision of director of public works. Section 7601. Survey of work to be done. Section 7602. Official street tree species list.
<b>Planning activities</b>	Section 7603. Master street tree plan. Section 7605. Street tree replacement plan.
<b>Property owner and City agreements</b>	Section 7604. Street tree maintenance. Section 7605. Street tree replacement plan.
<b>Prohibited activities</b>	Section 7606. Interference with street trees. Section 7608. Damaging city trees. Section 7609. Dumping harmful substance on city trees.
<b>Guidelines</b>	Section 7607. Tree removal criteria. Section 7610. Protection of utilities and public improvements.
<b>Enforcement</b>	Section 7611. Penalties.

Table 29. Chapter 6 of Municipal Code – Sections to be Updated

<b>Section 7605. Street tree replacement plan.</b>	This section states that removed trees are replaced "if replacement is deemed appropriate and if it is mutually agreed to by both the City and property owner." It does not further provide standards for when replacement is appropriate, which would indicate not all trees are being replaced when they are removed. Whether it is feasible to replace a tree at the same location, all publicly managed trees should be replaced at minimum level to recoup the environmental and economic services lost from their removal. This section should be updated with language that defines the standard for determining when a tree should be replaced, and that establishes a tree replacement ratio.
<b>Section 7606. Interference with street trees.</b>	This section clearly lays out what actions must be permitted first before the work is performed on a City-managed tree. It is less clear on what the actual penalty is for violating this code, as it states, "If the City is required to remove a tree placed in violation of this section or replace a tree damaged or removed in violation thereof, the responsible party will be billed for the costs incurred by the City." One potential way to deter violation of this code is to define and demonstrate the costs incurred by the City are such that one would be more inclined to obtain the proper permits, rather than pay penalties of the City.



### 3 Downey Parks and Open Space Master Plan

#### Document Contents

The 2016 Downey Parks and Open Space Master Plan (Master Plan) is a guide and implementation tool for the management and development of parks and recreational facilities and programs within the City. The main focus of the Master Plan is determining how to best meet the future park and open space needs of residents through enhancing City recreational facilities, programs, and open space (City of Downey 2016).

#### Relationship to the Urban Forest

Table 30 includes sections of the Parks and Open Space Master Plan that either directly include trees or could be improved through the strategic inclusion of trees.

#### Alignment with UFMP

The Master Plan is a guiding document targeted towards improvements of facilities and recreational activities; it has limited scope regarding the benefits parks and parks users receive from trees. While this document wasn't commissioned to focus on exploring all depths the multiple benefits of trees, it is hard to imagine a City park absent of trees that would be heavily used. The parks and open space goals and strategies should be further integrated with recreational and facility goals of the Master Plan so future development and redevelopment of parks and open space is able to preserve trees and create room to expand tree canopy coverage.

Table 30. Urban Forest Discussions in Parks and Open Space Master Plan

<p><b>5.3 Maintenance &amp; Operations Recommendations</b></p>	<p>Develop a Maintenance Manual detailing park maintenance and operation tasks on a daily, weekly, monthly, etc. basis. The Maintenance Manual should include existing specifications as well as:</p> <ul style="list-style-type: none"> <li>• Tree and shrub planting and maintenance standards</li> </ul>
<p><b>5.5 Community Needs Assessment Recommendations</b></p>	<p>The Downtown Specific Plan identifies Downey Avenue and Third Street as primary candidates for street "greening" to create pedestrian corridors with provisions for seating areas. The Specific Plan states that adding a variety of street trees and other greenery along these downtown streets will identify the downtown streets as essential elements of the open space system and as tree-lined open spaces and continuous recreational paths. Both the Downtown Specific Plan and the Parks and Open Space Master Plan identify the need for additional recreational paths. Given the lack of potential space for additional recreational paths, providing pedestrian corridors on Downey Avenue and Third Street will be an essential step towards meeting the community's fundamental needs for recreational activity in an urban environment.</p>
<p><b>Fig 59, exhibit 3.5-1, Current Maintenance Needs of Downey Parks</b></p>	<p>Lists trees as a maintenance need for four parks</p>
<p><b>Fig 70. One of five emerging trends that affect the parks and recreation industry</b></p>	<p>Sustainability— There is a renewed awareness and sensitivity to the preservation of our natural environment. Many cities such as Seattle, Portland, and San Francisco have developed best practices and strategies to address open space and urban forest preservation, wildlife habitat and natural area restoration, invasive plant management and shoreline/wetland/critical area management.</p>

### 4 Energy Action Plan



#### Document Contents

California Assembly Bill 32 set a statewide target to decrease emissions statewide to 1990 levels by the year 2020. In response, the City developed its own Energy Action Plan to set a long-term vision for how it will meet its own energy efficiency and greenhouse gas emissions reduction goals. The Energy Action Plan states four primary objectives for reaching its long-term vision (Energy Action Plan):

1. Reduce the City's carbon footprint and its adverse effect on the environment.
2. Conserve energy at local government facilities.
3. Raise energy conservation awareness in local community and improve the quality of life.
4. Achieve Platinum Status on the Local Government Agency Partnership.

#### Relationship to the Urban Forest

Of the multiple key objectives of the Energy Action Plan, the following relate to the urban forest program:

- Meet and exceed Assembly Bill 32 energy reduction goals.
- Explore the newest green technologies and methods to decrease future energy dependency.
- Continue interacting, educating, and informing the community about energy efficiency and greenhouse gas emissions.
- Be an example for energy efficiency and sustainability at City facilities.

#### Alignment with UFMP

The objectives of the Energy Action Plan in lower energy efficiency and greenhouse gas emissions could benefit from the UFMP goals and strategies to expand tree canopy cover and shade throughout the City. Well-placed trees around buildings have a measurable effect on cooling buildings and lowering associated air-conditioning energy needs. This not only creates a more energy efficient building, but also reduces greenhouse gas emissions by reducing energy production. In addition to reducing the generation of greenhouse gas emissions when producing energy, they also capture and store these pollutants in their wood, which contributes to the mitigation of climate change.



## IMPLEMENTATION

Ultimately, once approved, it is the responsibility of the Downey Department of Public Works to implement this UFMP and its recommendations. The Department will be assisted by other City departments that routinely manage, plan, supervise, and interact with the city's trees. This includes the City's Planning, Parks and Recreation, and Community Development Departments. Promptly activating the Urban Forest Advisory Committee would provide significant assistance

in evaluating tree issues and moving the City forward in developing key sections of the UFMP like a public education and outreach strategy.

The implementation of the recommendations in this UFMP will vary from those requiring very little financial resources, but potentially lengthy City Council efforts (adoption of a Tree Protection Ordinance) to those requiring significant funding and very little decision maker involvement (planting vacant spaces resulting in more trees to be maintained).

The City should determine whether an implementation plan is needed or can be integrated into routine work assignments and performance goals. If not, then the type of implementation plan best meeting their internal needs will need to be determined. An implementation plan can be as simple as a matrix, or as in depth as a Geographic Information System (GIS) based management program.

The implementation plan is directly tied to a monitoring program. The monitoring program provides ongoing feedback to measure whether goals are being achieved or if adaptive management adjustments are necessary.

Appendix 1 breaks down the various strategies into a timeframe of when the City can expect to start receiving a benefit from implementing that strategy. This is intended to provide decision makers with a tool to prioritize what strategies they will look to achieve first in order to progress towards a sustainable urban forest.

## MONITORING

Managing the urban forest is a complex task. This USMP attempts to guide management actions for a time period that is 40 years in the future. As evidenced by tree decline from pests and diseases and periods of drought along with evolving public perception and values, even the most thoughtful planning process cannot account for all the possible situations that may arise in the defined plan period. Therefore, an adaptive

management approach is recommended.

Adaptive management enables mid-stream adjustments to planned actions based on unanticipated occurrences. By monitoring the urban forest "system", the City can gather the information needed to make these adjustments. Most of these adjustments will not be significant course changes. They will be minor modifications that correct and re-direct the course toward the desired condition or a new, community desired condition. There must be monitoring records and data collection so that UFMP recommendation and goal achievement progress can be measured and tracked.

Monitoring data can supply the information needed to determine what happened if recommendations have not been successfully implemented or goal achievement is stalled. This information can be used to choose appropriate corrective actions that would allow mid-course corrections and re-trajectory. The goal of the monitoring plan is to provide the data needed to understand what is happening, why it is happening, and how specific management adjustments will change the outcome.

Appendix 1 includes a table of the various strategies of the UFMP, and when the City could expect to receive benefits from the implementation of that strategy. This table is intended to guide the City in prioritizing what strategies of the UFMP they will first work towards implementing.



## CONCLUSION

The vision statement for the UFMP intentionally used the term "green oasis" to describe how the working group members want to feel when they come home to the City of Downey. The City which is bounded on all sides by bustling freeways does not want this to be the defining characteristic of its neighborhoods, but rather

tree-lined streets. This value expressed in the vision statement should remain present in the minds of the City staff and community members working together to implement the strategies of the UFMP to help keep decisions focused towards the desired state they want to see in the City. If this is accomplished, then the City acting as a "green oasis" in the midst of a built urban environment is well within reach.



## Glossary

**American National Standards Institute** – a private non-profit organization that oversees the development of voluntary consensus standards for products, services, processes, systems, and personnel in the United States.

**best management practices** – guidelines of practice for arborists, tree workers, and the people who employ their services.

**Canopy cover** – the area of land covered by a tree's leaves and branches when viewed from above.

**CalEnviroScreen 3.0** – a science-based mapping tool that helps identify California communities that are most affected by many sources of pollution and that are often especially vulnerable to pollution's effects using environmental, health, and socio-economic information to produce a numerical score for each census tract in the state.

**California Government Code 54950 (Brown Act)** – an act of the California State Legislature, authored by Assemblymember Ralph M. Brown and passed in 1957, that guarantees the public's right to attend and participate in meetings of local legislative bodies.

**Diameter at standard height (DSH)** – the tree diameter measure at 4.5 feet above the ground, also commonly referred to diameter at breast height (DBH).

**Historic trees** – those which have developed exceptional historical, cultural, or aesthetic value because of their age, descent, legendary stature, exemplary representation of genus or species, rarity, or association with an important event or person.

**i-Tree Eco (application)** – a model that uses tree measurements and other data to estimate ecosystem services and structural characteristics of the urban forest.

**i-Tree Canopy (application)** – Estimates tree cover and tree benefits in a given area with a random sampling process that lets the user easily classify ground cover types.

**International Society of Arboriculture** – serves the tree care industry as a membership association and a credentialing organization that promotes the professional practice of arboriculture. ISA focuses on research, technology, and education to advance best tree care practices and deliver educational publications, services, events, and credentials that provide opportunities for tree care professionals to develop their knowledge, skills, and arboricultural expertise. ISA also works to educate the public about the benefits of trees and the need for proper tree care.

**Mansinization** – the practice of building the largest possible size of a home.

**Natural regeneration** – the reproduction of trees from reestablishment of seed, sprouts, or root suckers of trees on or formerly occupying the land.

**Pruning cycle** – the time scheduled between pruning events.

**Relative performance index (RPI)** – The percentage of trees in a single species in good condition divided by the percentage of all species in good condition.

**Sustainable urban forest** – The naturally occurring and planted trees in cities which are managed to provide the inhabitants with a continuing level of economic, social, environmental and ecologic benefits today and into the future (Clark et al. 1997).

**Tree canopy** – the extent of the outer layer of leaves of an individual tree or a group of trees.

**Tree inventory** – the gathering of accurate information on the health and diversity of the community forest.

**Tree protection ordinance** – an ordinance that protects trees from removal and/or damage.

**Tree protection policy** – a policy that protects trees from removal and/or damage.

**Tree species diversity** – the number of different tree species that are represented in a given community.

**Stocking Rate** is a quantitative measure of the area occupied by trees, usually measured in terms of well-spaced trees or basal area per hectare, relative to an optimum or desired level of density.

**Urban forest** – all the trees, both public and private, in the urban environment.

**Urban forest canopy** – the percentage of ground area that is covered by tree crowns, and relates to the branching spread of trees in an urban forest.

**Urban forest management plan** – a roadmap that creates a shared vision for the future of a tree canopy. A tailored plan that guides tree care professionals to proactively and effectively manage and provide for maximum, long-term benefits to the community.

**Urban heat island** – a metropolitan area that's a lot warmer than the rural areas surrounding it. Heat is created by energy from air, the people, cars, buses, and trains etc.

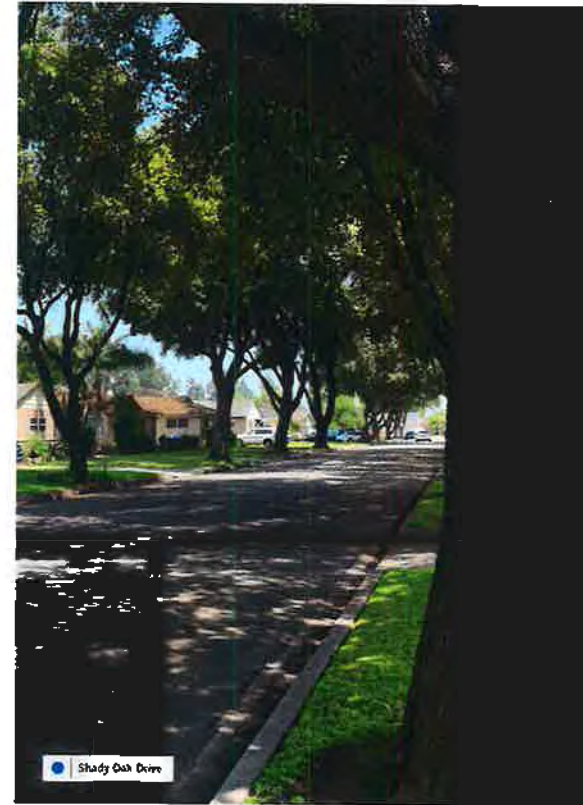
**Vibrant Cities Lab Community Assessment & Goal-Setting Tool** – a tool used to measure where a given city's urban forest program is in relationship to ideal sustainable urban forest management practices.

**Working group (WG)** – a group of key city staff, elected officials, and community stakeholders who have a role or voice in the management of the urban forest. This group helps formulate the vision and goals for the UFMF and provides valuable insight into current management practices.

## References

- American Forests. [http://www.treemobs.org/streets/resources/cnf4521\\_UF\\_Sum04F1-NAI\\_RP1\\_report.pdf](http://www.treemobs.org/streets/resources/cnf4521_UF_Sum04F1-NAI_RP1_report.pdf)
- Checkmarket. 2019. "Sample Size Calculator." <https://www.checkmarket.com/sample-size-calculator/>.
- City of Downey. 2005a. *Vision 2025 General Plan, Chapter 4, Conservation*. Adopted January 25, 2005. <http://downeyca.org/civicas/filebank/olobload.aspx?BlobID=3492>.
- City of Downey. 2005b. *Vision 2025 General Plan, Chapter 8, Design*. Adopted January 25, 2005. <http://downeyca.org/civicas/filebank/olobload.aspx?BlobID=3496>.
- City of Downey. 2005c. *Vision 2025 General Plan, Chapter 7, Open Space*. Adopted January 25, 2005. <http://downeyca.org/civicas/filebank/olobload.aspx?BlobID=3495>.
- City of Downey. 2005d. *Vision 2025 General Plan, Introduction*. Adopted January 25, 2005. <http://downeyca.org/civicas/filebank/olobload.aspx?BlobID=3488>.
- City of Downey. 2006. *Parks and Open Space Master Plan*. Prepared by RJM Design Group. Approved November 7, 2006. <http://www.downeyca.org/civicas/filebank/olobload.aspx?BlobID=9074>.
- City of Downey. 2017. *2017 Annual Water Quality Report*. Department of Public Works. <http://www.downeygis.org/wqr/2017.pdf>.
- Clark, J.R., N.P. Matheny, G. Cross, and V. Wake. 1997. "A Model of Urban Forest Sustainability." *Journal of Arboriculture* 23(1): 17-30, January 1997. [https://www.academia.edu/5062867/A\\_MODEL\\_OF\\_URBAN\\_FORESTS\\_SUSTAINABILITY](https://www.academia.edu/5062867/A_MODEL_OF_URBAN_FORESTS_SUSTAINABILITY).
- Emerald Necklace Group - Amigos de los Rios. 2019a. "EMERALD NECKLACE Forest to Ocean VISION PLAN." <https://amigosdelosrios.org/files-emerald-necklace-vision-plan/>.
- Emerald Necklace Group - Amigos de los Rios. 2019b. "EMERALD NECKLACE COALITION." <https://amigosdelosrios.org/emerald-necklace-coalition/>.
- EPA. 2018. "Energy and the Environment: Greenhouse Gas Equivalencies Calculator." Last updated December 2018. <https://www.epa.gov/energy/green-house-gas-equivalencies-calculator>.
- EPA. 2019. "Heat Island Impacts." Updated March 1, 2019. <https://www.epa.gov/heat-islands/heat-island-impacts>.
- FEMA (Federal Emergency Management Agency). 2018. "Be Prepared For Extreme Heat." June 2018. [https://www.fema.gov/media-library-data/579446743883-clb-c2f3b04470c6f58e85c5b65ebeb44a/ExtremeHeat\\_InfoSheet\\_061518.pdf](https://www.fema.gov/media-library-data/579446743883-clb-c2f3b04470c6f58e85c5b65ebeb44a/ExtremeHeat_InfoSheet_061518.pdf).
- Hinterhauer, A. 2019. Study suggests trees are crucial to the future of our cities. March 25, 2019. <https://news.wisc.edu/study-suggests-trees-are-crucial-to-the-future-of-our-cities/>.
- iTree 2019. "About: What is i-Tree?" <https://www.itreetools.org/about>.
- Kenney, W.A., T.J.E. van Wieren, and A.L. Smith. 2011. "Criteria and Indicators for Strategic Urban Forest Planting and Management." *Arboriculture and Urban Forestry* 37(3): 103-117.
- Lambert, L. 2012. "More Americans Move to Cities in Past Decade-Census." Reuters. March 26, 2012. <http://www.reuters.com/article/usa-cities-population/more-americans-move-to-cities-in-past-decade-census-idUS12E8EQ5A/20120326>.

- Lee, S.J., T. Longene, C. Rich, and J.P. Wilson. 2017. "Increased Home Size and Hardscape Decreases Urban Forest Cover in Los Angeles County's Single-Family Residential Neighborhoods." *Science Direct* 24: 222–235. May 2017. <https://www.sciencedirect.com/science/article/pii/S1618866716303296>.
- Leff, M. 2016. "The Sustainable Urban Forest: A Step-by-Step Approach." September 2016.
- Lelièvre, J., J.S. Evans, M. Frías, D. Giannakaki, and A. Pozzer. 2015. "The Contribution of Outdoor Air Pollution Sources to Premature Mortality on a Global Scale." *Nature* 525: 367–374.
- Longcore, Travis. 2019. Loss of Canopy Cover on Single-Family Home Loss Telephone Conversation between T. Longcore and R. Allen. April 9, 2019.
- McPherson, E.G., N. van Doorn, and J. de Gooijer. 2016. "Structure, Function, and Value of Street Trees in California, USA." *Urban Forestry & Urban Greening* 17: 104–115. April 2016. [https://www.fs.fed.us/pnw/publications/mcpherson/pnw\\_2016\\_mpherson004.pdf](https://www.fs.fed.us/pnw/publications/mcpherson/pnw_2016_mpherson004.pdf).
- Miller, R.W., and W.A. Sylvester. 1981. "An Economic Evaluation of the Planting Cycle." *Journal of Arboriculture* 7(4): 109–112. April 1981.
- Moll, G. 1989. Improving the Health of the Urban Forest. In *A Resource Guide for Urban and Community Forests*, G. Moll and S. Ebenrock (Eds.), pp. 119–130. Washington, DC: Island Press.
- Muller, N.Z., and A. Jha. 2017. "Does Environmental Policy Affect Sealing Laws Between Population and Pollution? Evidence from American Metropolitan Areas." *PLoS ONE* 12(8): e0181407. August 9, 2017. <https://doi.org/10.1371/journal.pone.0181407>.
- OEHHA (California Office of Environmental Health Hazard Assessment). 2018. CalEnviroScreen 3.0. June 25, 2018. <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>.
- Richards, N.A. 1993. "Reasonable Guidelines for Street Tree Diversity." *Journal of Arboriculture* 19(6): 344–349. November 1993.
- Roe, J.J.; Thompson, C.W.; Aspinwall, P.A. [and others]. 2013. Green space and stress: evidence from cortisol measures in deprived urban communities. *International Journal of Environmental Research and Public Health* 10(9): 4086–4093.
- P.W. Rundel and R. Gustation, *Introduction to the plant life of Southern California coast and foothills*. Berkeley: University of California Press, 2005.
- Sahagan, L. 2017. "The Trees that Make Southern California Shady and Green are Dying Fast." *Los Angeles Times*. April 19, 2017. <http://www.latimes.com/local/california/la-me-why-urban-trees-20170403-stor.html>.
- Sonksen, M. 2015. "Downey: From Orange Groves to the Apollo Space Program." *KOET*. June 2015. <https://www.koet.org/history-legacy/downey-from-orange-groves-to-the-apollo-space-program>.
- University of California, Agriculture and Natural Resources. 2019a. "Invasive Shot Hole Borer." [https://ucanr.edu/sites/psbb/overview/About\\_PSHB/](https://ucanr.edu/sites/psbb/overview/About_PSHB/).
- University of California, Agriculture and Natural Resources. 2019b. "Shot Hole Borer/Fusicladium Disease Distribution Map." 2019. <http://ucanr.maps.arcgis.com/apps/Viewer/index.html?appid=3446c311e7b3434ca6a98937d065c80>.
- University of California, Riverside. 2016. "Center for Invasive Species Research." Modified July 15, 2016. <https://cisc.ucr.edu>.
- USFS (US Forest Service) n.d. "Trees." Accessed August 2019. <https://www.fs.fed.us/learn/trees>.
- Vibrant Cities Lab n.d. "About/Contact." Accessed October 2018. <https://www.vibrantcitieslab.com/about/>.
- White, M.P., Atcock, J., Wheeler, B.W., and Depledge, M.H. 2013. "Would you be happier living in a greener urban area? A fixed-effects analysis of panel data." *Psychological Science* 24: 920–928.
- Wolf, K.L. 2010. "Community Economics." Last modified August 16, 2018. [https://depts.washington.edu/humb/Prim\\_Economics.html](https://depts.washington.edu/humb/Prim_Economics.html). College of the Environment, University of Washington.



# Appendices

## Order of Appendices:

1. Implementation Strategy Table
2. Survey Results
3. Recommended Street Tree List
4. Street Tree Spacing Guidelines
5. Yard Tree Spacing Detail
6. Tree Planting Detail
7. Tree Staking Detail
8. Tree Maintenance Standards
9. Excerpts from Municipal Code
10. CalEnviroScreen Scores
11. Gap Score Analysis
12. Street Tree Master Plan

### 1. Implementation Strategy Table

Immediate Benefit 1–5 Years	
GOAL NUMBER	STRATEGY
1	3. Adopt a new tree species palette that prioritizes trees based on having low water needs and adaptability to climate change and future environmental conditions.
1	5. Plant trees in targeted locations that will increase the direct impact of the environmental services provided by the urban forest like reducing the urban heat island effect, sequestering greenhouse gas emissions, capturing rainwater, and reducing stormwater runoff.
2	3. Develop an urban forest advisory committee comprised of resident representatives, City staff, and other community stakeholders to create a public forum for community members to work with City staff in addressing tree issues and implementing the goals of the UEMP.
3	3. Annually calculate the structural and functional value of the tree population to determine the City's return on its investment in the urban forest to inform budgetary decisions for the upcoming fiscal year.
4	2. Develop standards for new development projects that increase tree canopy cover by minimizing the removal of existing trees and requiring planting new trees on site and in the adjacent public space.
4	3. Make trees a part of the initial project review for all development projects, including the redevelopment of single-family home lots.
5	4. Plant trees in commercial corridors to increase the walkability of shopping districts.
6	1. Draft and adopt a tree protection ordinance for private property, including single-family home lots and commercial development, that clearly defines why a tree is protected, what circumstances qualify for permitting its removal, and the mitigation efforts to be made if tree removal is permitted.
6	3. Review and update the municipal code so that penalties are sufficient to deter violation, it clearly identifies what City department will enforce the code, and how the code will be enforced.
7	2. Select tree species that will increase biodiversity and support wildlife habitat at locations adjacent to the Rio Hondo and San Gabriel Rivers.
7	4. Plan Measure S projects to minimize the impacts to existing trees and increase the tree canopy cover.



1. Implementation Strategy Table (continued)

Mid-Term Benefit 6–10 Years	
GOAL NUMBER	STRATEGY
2	1. Create and implement a public education campaign that targets specific areas of the community's understanding of trees based off the results of the online public survey.
2	2. Hold semi-annual community engagement activities that provide an opportunity for residents to participate in and understand the urban forest program better, like volunteer tree planting and care events, educational workshops, presentations, and free tree giveaways.
2	4. Hold an annual Arbor Day volunteer tree planting event.
3	1. Incorporate funding streams outside of the general fund to enhance the urban forest program, including new development, grants, and crowd sourcing.
4	5. Plan for the removal of low-performing trees that are not well suited for future climate conditions like the London Plane, Magnolia, and Sweetgum.
5	2. Develop a free residential yard tree program that distributes 500 trees a year to City residents.
6	2. Update Figure 4.4.1.4, Significant Tree Survey, in Chapter 4, Conservation, of the General Plan to reflect the current status of trees identified in the existing inventory, and add additional trees to the inventory. New trees added to the inventory will be suggested for inclusion by City staff, residents, and business owners. City staff will determine if the nominated trees are significant based on the age, historical, and cultural importance of the trees.
7	3. Create a public display of fruit trees that will educate the community on the agricultural heritage of the City.

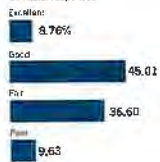
1. Implementation Strategy Table (continued)

Long-term Benefit 11+ Years	
GOAL NUMBER	STRATEGY
1	1. Have a tree canopy cover of 20% in the City by 2050.
1	2. Plant 30,000 new public and private trees in the City by 2050.
1	4. Maintain no more than 5% of one species, 10% of one genus, and 20% of one family in the City tree inventory.
3	2. Prepare projections of anticipated fiscal needs for elected officials that reflect the established goals of the UFMP. Update these projections as the goals of the UFMP are revised and updated based on the current environmental and economic conditions of the City.
4	1. Plant all trees following the principles of right tree, right place so they can grow to full maturity without interfering with other existing infrastructure like sidewalks, street lights, curbs, and electric lines.
4	4. Adopt and implement street tree spacing guidelines.
5	1. Prioritize tree planting efforts in neighborhoods that are most vulnerable to pollution hazards based on the scores of the CalEnviroScreen 3.0 map.
5	3. Select public space street trees based on growth characteristics that will maximize tree canopy cover while meeting street tree spacing guidelines and principles of right tree, right place.
7	1. Prioritize large stature tree species for new tree plantings to increase the utility of park trees to provide environmental benefits and store carbon.
7	5. Maintain a 100% stocking rate of all available planting locations in City-managed parks, open spaces, and golf courses.



2. Survey Results

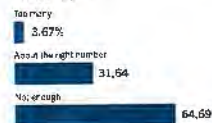
How would you rate the condition of public space street trees in Downey?  
571 total responses



How important do you think trees are compared to other infrastructure like streets, sidewalks, water, sewer, traffic signals, lighting etc?  
559 total responses



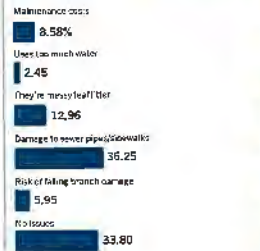
What is your opinion regarding the number of trees along streets in the City of Downey?  
577 total responses



Of the following, select your top TWO reasons why you would pick a specific tree to plant on your own property if you were able?  
32 total responses



What is the main issue you would have with a tree on your property?  
14 total responses



Of the following, select the top TWO benefits trees provide in your neighborhood  
303 total responses



Of the following, select the top TWO threats facing trees in your neighborhood  
322 total responses



2. Survey Results (continued)

Do you think trimming or pruning a tree is necessary?  
321 total responses



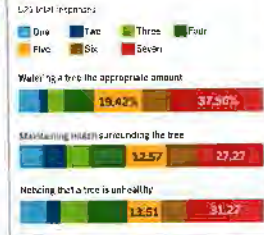
If so, when or how often should a tree be trimmed in your neighborhood?  
121 total responses



How often should a tree be watered in the first year after it's planted?  
513 total responses



How confident do you feel in performing the following tree care tasks on a scale of 1 to 7, with 1 being not at all confident and 7 being extremely confident?  
123 total responses



If you needed to find a tree-care expert, where would you search or who would you ask? Select all that apply.  
521 total responses



The City should have ordinances to protect trees in private property in the same way they protect trees in the public space.  
507 total responses

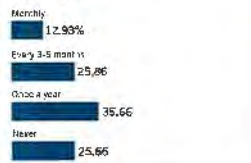


I would support a tree ordinance that would require a tree to be planted on a single-family home property if the owner decides to redevelop the property to increase the size of the home and hardscape.  
502 total responses

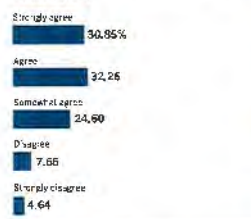


2. Survey Results (continued)

How often would you be willing to participate in volunteer days to plant trees?  
475 total responses



Homeowners should be encouraged to increase the number of healthy trees on their property  
475 total responses



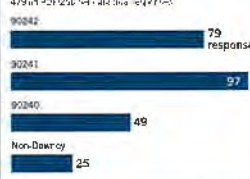
Do you live in Downey?  
475 total responses



Do you work in Downey?  
475 total responses



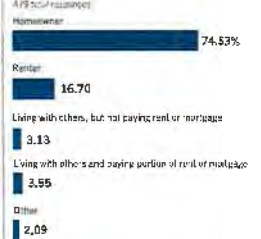
What zip code do you live in?  
475 total responses



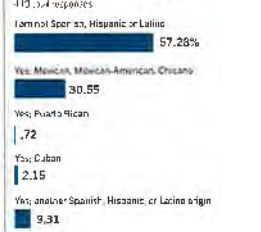
What best describes your housing situation?  
475 total responses



Which of the following best describes your current housing situation?  
475 total responses

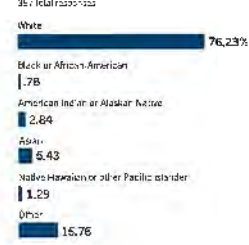


Are you Hispanic, Latino or Spanish origin?  
475 total responses

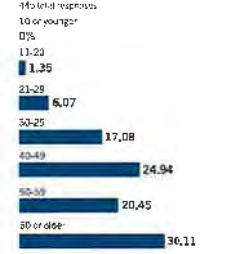


2. Survey Results (continued)

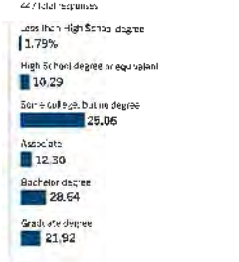
Are you White, Black or African-American, American Indian or Alaskan Native, Asian, Native Hawaiian or other Pacific Islander?  
(Check all that apply)  
367 total responses



What is your age?  
475 total responses



What is the highest level of school you have completed or the highest degree you have received?  
467 total responses



3. Recommended Street Tree List: Species selected on suitability for the urban landscape and adaptability to changing climate conditions.

Genus	Species	Common Name	Leaf Type	Height	Crown Spread	Needed Space to Next Tree	Minimum Parkway Size	Water Needs
Alnus	incana	blackwood alder	Evergreen	40+	40+	30-35	7	Low
Abies	millersiana	fir	Evergreen	40+	20-40	30-35	7	moderate/medium
Abies	concolor	sub. tree	Evergreen	25-40	30-40	30-35	5	Low
Abies	millersiana	Millers fir	Evergreen	40-50	40	30-35	7	Low
Abies	millersiana	Millers fir	Evergreen	20-30	15-20	20-25	3	moderate/medium
Bauhinia	variegata	purple baobab	Deciduous	20-40	30	20-25	3	moderate/medium
Cassia	nitida	gold medal tree	Evergreen	20-40	20-40	30-35	5	moderate/medium
Clusia	floribunda	decid. cedar	Evergreen	40+	40+	35-40	8	Low
Cornus	canadensis	eastern redbud	Deciduous	20	20	20-25	3	moderate/medium
Cornus	occidentalis	western redbud	Deciduous	20	20	20-25	3	Low
Chionodoxa	glauca	desert anemone	Deciduous	20-40	20-40	25-30	3	Very low
Chionodoxa	glauca	desert anemone	Deciduous	20-40	20-40	25-30	3	Low
Corymbium	puberulum	ahorn gum	Evergreen	30-50	20-25	25-30	5	Low
Dalbergia	spicata	Indian rosewood	Deciduous	45-60	30-40	25-30	7	Low
Genipa	spicata	Australian redbud	Evergreen	20-40	20-40	25-30	7	Low
Genipa	spicata	sp. tree	Deciduous	40+	20-40	25-30	5	moderate/medium
Hesperaloe	parviflora	pink cholla	Deciduous	20-40	20-40	25-30	3	moderate/medium
Koeberlinia	paniculata	goldfinch	Deciduous	20-40	20-40	25-30	6	Low
Koeberlinia	paniculata	chance tree	Deciduous	20-40	20-40	25-30	7	moderate/medium
Lagerflora	indica	sp. tree	Deciduous	30	20	25-30	3	moderate/medium
Lophoceros	variegata	Red Bark Oak	Evergreen	20-40	20-40	25-30	5	moderate/medium
Quercus	variegata	Red Bark Oak	Evergreen	20-40	20	25-30	7	Low
Fraxinus	velutina	Black Gum	Deciduous	20-30	20-40	25-30	4	Low
Pinus	resinosa	Monterey pine	Evergreen	40+	20-40	25-30	6	Very low
Pinus	resinosa	Luxury Island tree	Evergreen	40+	20-40	25-30	6	Low
Pinus	resinosa	Torrey pine	Evergreen	40+	40+	30-35	6	Low
Podocarpus	sp. tree	Red Bark oak	Deciduous	25-40	20-40	25-30	4	moderate
Podocarpus	sp. tree	Chionodoxa	Deciduous	40+	40+	25-30	6	moderate/medium
Podocarpus	sp. tree	Millers fir	Deciduous	40-70	30-50	30-35	6	moderate/medium
Pinus	resinosa	Australian redbud	Deciduous	20-40	20	25-30	4	moderate/medium
Pinus	resinosa	evergreen oak	Evergreen	20-40	20-40	25-30	4	moderate/medium
Quercus	variegata	Red Bark Oak	Evergreen	30-60	30-60	30-35	6	Low
Quercus	variegata	escarpment oak	Evergreen	25-50	20-40	25-30	6	moderate/medium
Quercus	variegata	escarpment oak	Evergreen	30+	40+	30-35	6	Very low
Quercus	variegata	Red Bark Oak	Evergreen	20-40	20-40	30-35	8	Low
Quercus	variegata	Red Bark Oak	Evergreen	40+	40+	30-35	8	Very low
Quercus	variegata	Red Bark Oak	Deciduous	40+	40+	30-35	8	Low
Quercus	variegata	Red Bark Oak	Evergreen	20-35	15-30	20-25	4	moderate/medium
Quercus	variegata	Red Bark Oak	Deciduous	40+	40+	30-35	8	Low
Taxodium	distichum	water gum	Evergreen	20-35	15-30	20-25	4	moderate/medium

4. Street Tree Spacing Guidelines

Recommended Updates to the Street Tree Spacing Guidelines

Municipal Code Section 7610, 'Protection of Utilities and Public Improvements', provides the standards for the distances trees will be planted from infrastructure. The table below reflects the current City standard and the recommended update.

Per Municipal Code Section 7610, City trees shall not be planted within the following distances of the following utilities and public improvements:

Infrastructure	Current Space	Recommended Update
Driveways	10'	10'
Street Lights	20'	20'
Power Poles	10'	10'
Intersections (curb radius area)	20'	35'
Fire Hydrants	10'	10'
Water and Gas Meters		10'
Crosswalks		10'
Pedestrian Light		20'
Alley Entrances		15'
Freeway		30'
Railroad tracks		50'

### 5. Yard Tree Spacing Detail

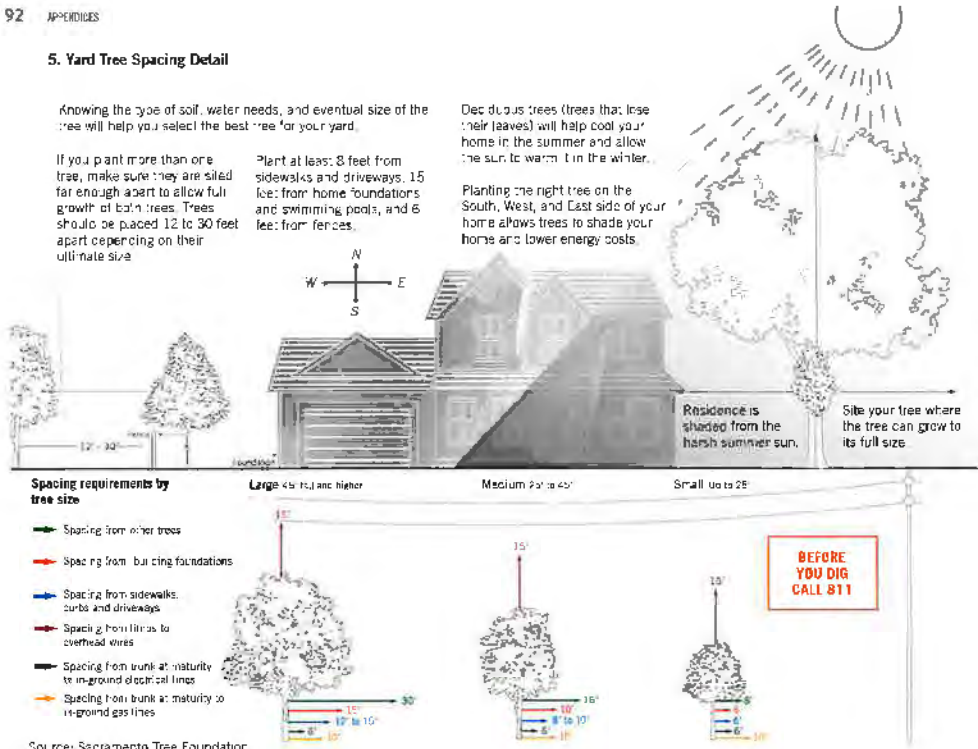
Knowing the type of soil, water needs, and eventual size of the tree will help you select the best tree for your yard.

If you plant more than one tree, make sure they are spaced far enough apart to allow full growth of both trees. Trees should be placed 12 to 30 feet apart depending on their ultimate size.

Plant at least 8 feet from sidewalks and driveways, 15 feet from home foundations and swimming pools, and 6 feet from fences.

Deciduous trees (trees that lose their leaves) will help cool your home in the summer and allow the sun to warm it in the winter.

Planting the right tree on the South, West, and East side of your home allows trees to shade your home and lower energy costs.



Source: Sacramento Tree Foundation

### 6. Tree Planting Detail

**Notes:**

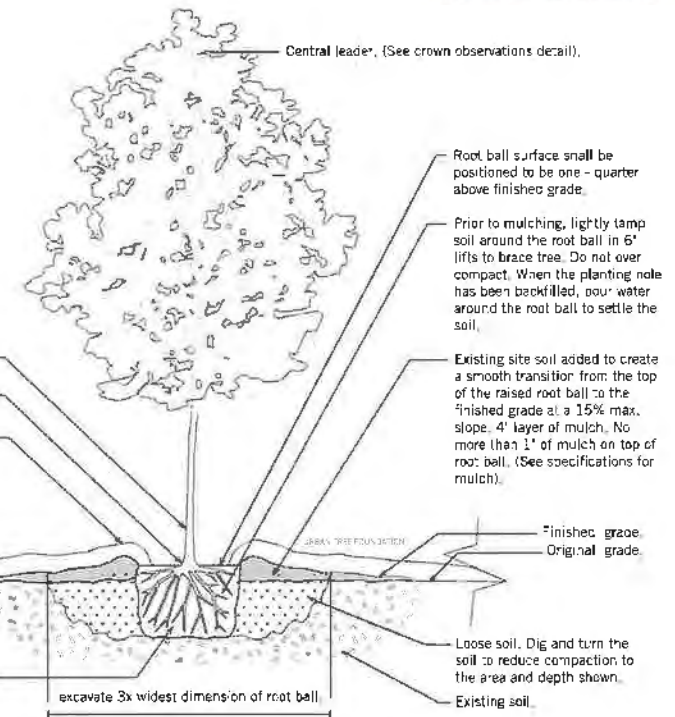
1-Trees shall be of quality prescribed in the Nursery Stock Specifications.

Trunk caliper shall meet ANSI Z60 current edition for root ball size.

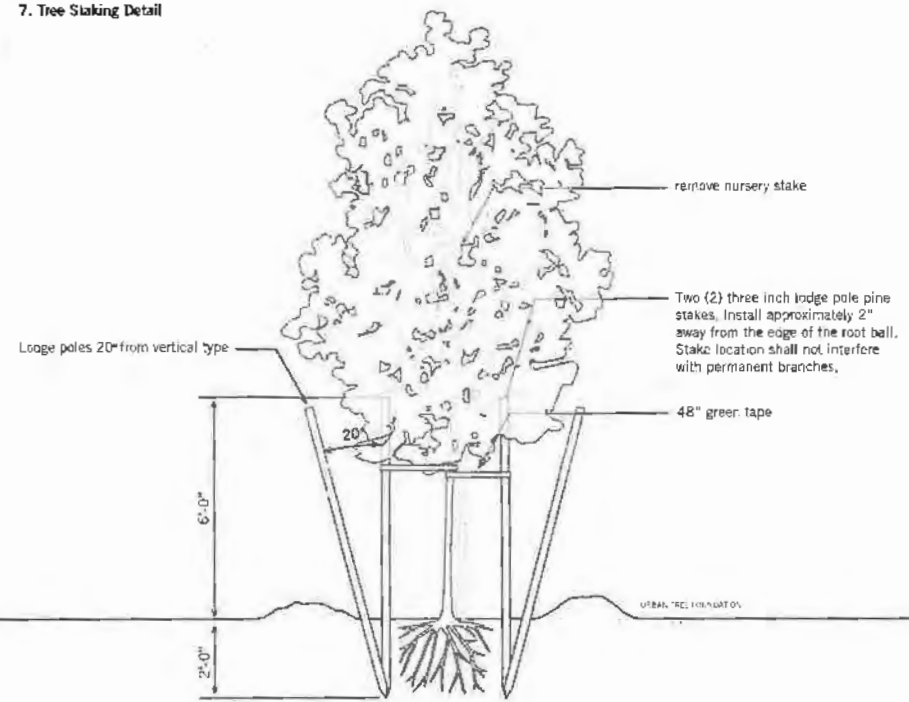
Root ball modified as required.

Round-topped soil berm 4' high x 8' wide above root ball surface shall be constructed around the root ball. Berm shall begin at root ball periphery.

Bottom of root ball rests on existing or recompacted soil.



7. Tree Staking Detail



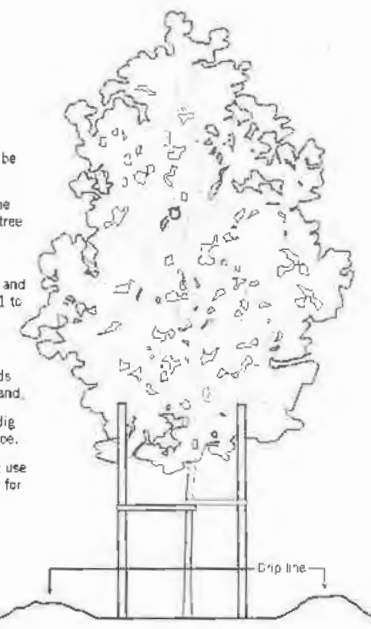
8. Tree Maintenance Standards

Ensure proper tree support

- Tree stakes should be firmly secured.
- Leaning or loose stakes should be re-installed immediately.
- Tree ties should be placed in the middle to upper portion of the tree and allow for tree movement.
- When the roots of the tree are established, remove the stakes and tree ties. This typically occurs 1 to 3 years after planting.

Weeding

- Remove all the grass and weeds growing in the tree basin by hand.
- To avoid root damage, do not dig into the soil with a shovel or hoe.
- To avoid trunk damage, do not use a weed whacker or lawnmower for weed removal.



Pruning

- Newly planted trees may require minor pruning to remove damaged and or dead branches.
- Trees should be pruned sparingly. All other pruning should be withheld until the second or third growing season following tree planting.
- Sucker growth (sprouts from the base of the plant or from roots) should be removed at any time.
- All pruning should be conducted in accordance with pruning standards.

Repair and extend tree basins

- Newly planted trees should have a 4"-6" high berm just outside the root ball to direct water to where it is needed.
- As a tree grows and matures, extend the berm to the drip line.
- IMPORTANT: Build berms in the spring, take berms down in the fall.



## 9. Excerpts from Municipal Code (continued)

SECTION 7606. INTERFERENCE WITH STREET TREES.	No person, firm, partnership, or corporation shall cut, trim, or prune, plant, remove, spray, injure, or in any manner interfere with any street tree or maintenance crew performing tree maintenance activities within the City of Downey without first having secured a permit from the Public Works Department. If the City is required to remove a tree placed in violation of this section or replace a tree damaged or removed in violation hereof, the responsible party will be billed for the costs incurred by City. (Added by Ord. 1059, adopted 111098)
SECTION 7607. TREE REMOVAL CRITERIA.	Parkway easement trees may be removed in the City of Downey when they meet the removal criteria set forth below: (a) The tree is dead, seriously diseased, or dying. (b) Trees whose root system is growing into sewer lines or water lines where root pruning and good utility maintenance practices do not compensate for the damage caused by the tree's root system. (c) Trees whose limbs are growing into power lines which cannot reasonably be trimmed and are an immediate hazard condition. (d) Trees whose surface roots are causing major disruption of the parkway causing the maintenance of the parkway itself to be difficult, or are causing major damage to the sidewalks or curbs and gutters where root pruning will damage the tree or make it subject to falling over in heavy winds. (e) Trees that are leaning to the point of being unstable in heavy winds. (f) Trees that are blocking any traffic control device and simple trimming cannot remedy the visibility problem. (g) Trees that present a hazard to the general public or cause a liability to the City. (Added by Ord. 1059, adopted 111098)
SECTION 7608. DAMAGING CITY TREES.	No person shall post or affix to any City tree any bill, poster, placard, picture, announcement, notice, advertisement or sign, or cut, paint, print or make any of the same upon such tree or affix or attach in any manner any other thing whatsoever, including any guy wire or rope or chain to any such tree except for the purpose of protecting it or other purpose authorized by the City. (Added by Ord. 1059, adopted 111098)
SECTION 7609. DUMPING HARMFUL SUBSTANCES ON CITY TREES.	No person shall dump, pour or spill any oil, salt, salt water or other colloidal matter upon any City tree or City tree space, or maintain within 10 feet of any such tree or tree space any receptacle from which such matter leaks or drips. (Added by Ord. 1059, adopted 111098)

## 9. Excerpts from Municipal Code (continued)

SECTION 7610. PROTECTION OF UTILITIES AND PUBLIC IMPROVEMENTS.	City trees shall not be planted within the following distances of the following utilities and public improvements: (a) Driveways – 10 feet. (b) Street lights – 20 feet. (c) Power poles – 10 feet. (d) Intersections (curb radius area) – 20 feet. (e) Fire Hydrants – 10 feet. The Director of Public Works shall cause to be removed any city tree or part thereof which is injurious, or appears likely to be injurious to any utility or other public improvement after all reasonable efforts to preserve the tree have been made. All trees existing prior to adoption of this Ordinance shall be exempt. (Added by Ord. 1059, adopted 111098)
SECTION 7611. PENALTIES.	It shall be unlawful for any person, firm, partnership, or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance or the Chapter hereby adopted. Any person, firm, partnership or corporation violating any provisions of the Ordinance of the Chapter hereby adopted or failing to comply with any of its requirements and thus causing damage or death to any tree shall be assessed all costs for the replacement of the tree. Costs shall be established using the guidelines set forth by the Council of Tree and Landscape Appraisers using either the replacement or stump removal. (Added by Ord. 1059, adopted 111098)

9. Excerpts from Municipal Code

Municipal Code – Chapter 6 Street Trees	
SECTION 7600. SUPERVISION OF DIRECTOR OF PUBLIC WORKS.	The Director of Public Works shall have exclusive authority to inspect, maintain, plant, remove, prune, root prune, or otherwise alter street trees. (Added by Ord. 1059, adopted 11/10/98)
SECTION 7601. SURVEY OF WORK TO BE DONE.	The Director of Public Works shall cause surveys to be made from time to time, to determine which trees are to be retained or removed in order to conform to the tree planting and maintenance program. (Adopted by Ord. 1059, adopted 11/10/98)
SECTION 7602. OFFICIAL STREET TREE SPECIES LIST.	The Director of Public Works shall establish an official Street Tree Species List designating specific species of trees which may be planted on any street. The List shall be periodically reviewed and changes recommended therein as may be necessary or advisable. (Adopted by Ord. 1059, adopted 11/10/98)
SECTION 7603. MASTER STREET TREE PLAN.	The City Council may adopt a master plan of trees for all streets within the City based on a study of local conditions and designed to fit the special street and tree factors involved. Upon adoption of such master plan, all street tree planting and removal shall be governed by the requirements thereof. (Added by Ord. 1059, adopted 11/10/98)
SECTION 7604. STREET TREE MAINTENANCE.	The property owner shall not permit any vine or other growth on a street tree. The property owner shall be responsible for providing adequate water to the tree. The Public Works Department will perform other maintenance of street trees as deemed necessary by the Director of Public Works. (Added by Ord. 1059, adopted 11/10/98)
SECTION 7605. STREET TREE REPLACEMENT PLAN.	Any street tree removed shall be replaced if a replacement is deemed appropriate and if it is mutually agreed to by both the City and the property owner. The replacement tree shall be selected in accordance with the official Tree Species List and Master Street Tree Plan. No public street tree will be removed/planted without having obtained a permit from the Public Works Department. In addition to replacing all removed street trees whenever possible, it is the responsibility of the Director of Public Works to implement a program to insure all vacant tree locations are planted within the City of Downey. Such vacancies are to be planted in accordance with the Official Tree Species List and Master Street Tree Plan. (Added by Ord. 1059, adopted 11/10/98)

10. CalEnviroScreen Scores

CalEnviroScreen 3.0 Scores					
Scoring Groups	Census Tract	Score	Population	Total	%
50%-60%	6037551201	50-55%	3,528	13,194	12%
	6037550602	50-55%	4,211		
	6037553400	55-60%	3,861		
	6037550400	55-60%	1,534		
60%-75%	6037551502	60-65%	4,250	58,906	55%
	6037551301	60-65%	4,859		
	6037550500	60-65%	7,809		
	6037551202	65-70%	7,866		
	6037551402	65-70%	4,468		
	6037551300	65-70%	5,422		
	6037551000	65-70%	7,200		
	6037550700	65-70%	6,921		
75%-95%	6037550901	70-75%	3,762	34,969	33%
	6037550601	70-75%	5,639		
	6037551401	75-80%	4,290		
	6037551700	80-85%	6,547		
	6037550800	80-85%	7,170		
	6037551102	85-90%	5,503		
	6037551101	85-90%	3,926		
	6037551800	90-95%	7,535		
			106,169		

11. Gap Score Analysis

# Final Score

FINAL SCORECARD			
COMMUNITY ASSESSMENT & GOAL-SETTING	2024a CURRENT	2024a GOAL	SCORE GAP
	7	99	92

SECTION	CURRENT	GOAL
Measure Your Current Tree Canopy and Set Goals	-1	4
Urban Forest Inventory and Assessment	4	8
Know What's Happening to Trees in Your Community	0	11
Urban Forest Characteristics	-2	6
Engaging Peers and Residents in Process	3	14
Creating Essential, Effective Public/Private Partnerships	-3	9
Resource Management: Planting	-3	12
Resource Management: Implementation	5	20
Resource Management: Monitoring and Maintenance	4	15

## Results By Question

### Section 1: Measure Your Current Tree Canopy and Set Goals

Canopy Cover: No Data, No Action	
Achieve desired degree of tree cover, based on potential or according to goals set for entire municipality and for each neighborhood or land use.	
<b>Current: Low (-1)</b>	The existing canopy cover for entire municipality is <50% of the desired canopy
<b>Goal: Optimal (4)</b>	The existing canopy is >75% - 100% of desired – at individual neighborhood level as well as overall municipality

### Section 2: Urban Forest Inventory and Assessment

Inventory	
Current and comprehensive inventory of tree resource to guide its management, including data such as age distribution, species mix, tree condition, and risk assessment.	
<b>Current: Good (2)</b>	Inventory guides planning, management decisions.
<b>Goal: Optimal (4)</b>	Systematic comprehensive inventory system of entire urban forest – with information tailored to users and supported by mapping in municipality-wide GIS system. Provides for change analysis.

Assessment Methodology	
Urban forest policy and practice driven by accurate, high-resolution, and recent assessments of existing and potential canopy cover, with comprehensive goals municipality-wide and at neighborhood or smaller management level.	
<b>Current: Good (2)</b>	Low-resolution and/or point-based sampling of canopy cover using aerial photographs or satellite imagery, for example i-Tree Canopy.
<b>Goal: Optimal (4)</b>	Complete, detailed, and spatially explicit, high-resolution Urban Tree Canopy (UTC) assessment based on enhanced data (such as LiDAR) – accompanied by comprehensive set of goals by land use and other parameters.  As described for 'Better' rating – and all utilized effectively to drive urban forest and green infrastructure policy and practice municipality-wide and at neighborhood or smaller management level.

### Section 3: Know What's Happening to Trees in Your Community

<b>Assessment of Publicly-Owned Trees</b> Current and detailed understanding of the condition and risk potential of all publicly owned trees that are managed holistically (or individually).	
<b>Current: Good (2)</b>	Complete tree inventory that includes detailed tree condition ratings.
<b>Goal: Optimal (4)</b>	Complete GIS tree inventory that includes detailed tree condition and risk ratings.

<b>Assessment of Publicly-Owned Natural Areas</b> Detailed understanding of the ecological structure and function of all publicly owned natural areas (such as woodland, rivers, stream corridors, etc.) as well as usage patterns.	
<b>Current: Low (-1)</b>	No information.
<b>Goal: Better (3)</b>	Ecological structure and function of all natural areas assessed and documented.

<b>Assessment of Trees on Private Property</b> Understanding of extent, location, and general condition of privately owned trees across the urban forest.	
<b>Current: Low (-1)</b>	No information.
<b>Goal: Optimal (4)</b>	Bottom-up sample based assessment, as well as detailed UTC analysis of entire urban forest, including private property, integrated into municipality-wide (multi-agency) GIS system. LIDAR and hyper-spectral imaging most helpful.

### Section 4: Urban Forest Characteristics

<b>Relative Performance Index by Species</b> Understanding the age, health, and condition of publicly-owned trees, by species. <i>Note: Establishing an RPI for common public tree species requires at least a some-based tree inventory and assessment.</i>	
<b>Current: Low (-1)</b>	No information.
<b>Goal: Optimal (4)</b>	All six most common species have higher RPI scores than the average of all species in community (>1.)

<b>Use of Native Vegetation</b> Preservation and enhancement of local natural biodiversity.	
<b>Current: Low (-1)</b>	No coordinated focus on native vegetation.
<b>Goal: Good (2)</b>	Use of native species is encouraged on a project-appropriate basis in all areas; invasive species are recognized and discouraged on public and private lands.

### Section 5: Engaging Peers and Residents

<b>Align Municipal Departments</b> Align affected municipal departments, county and regional authorities and state agencies behind common agenda.	
<b>Current: Fair (1)</b>	Municipal departments/agencies recognize potential conflicts and reach out to urban forest managers on an ad hoc basis – vice versa.
<b>Goal: Good (2)</b>	Informal teams among departments and agencies communicate regularly and collaborate on a project-specific basis.

<b>Engage Residents in Planning and Implementation</b> Enable community stakeholders to participate in and help shape planning process.	
<b>Current: Low (-1)</b>	Little or no citizen involvement or neighborhood action.
<b>Goal: Optimal (4)</b>	Proactive outreach and coordination efforts by municipality and NGO partners resulting in widespread citizen involvement and structured engagement among diverse neighborhood groups.

<b>Environmental Equity</b> Ensure that the benefits of urban forests are made available to all, especially to those in greatest need of tree benefits.	
<b>Current: Good (2)</b>	Planting and outreach targets neighborhoods with low canopy and a high need for tree benefits.
<b>Goal: Optimal (4)</b>	Equitable planting and outreach at the neighborhood level is guided by strong resident involvement in low canopy/high need areas. Residents participate actively in identifying needs for their neighborhoods, planning, implementation and monitoring.

<b>Trees Acknowledged as Vital Community Resource</b> Stakeholders from all sectors and constituencies within municipality – private and public, commercial and nonprofit, entrepreneurs and elected officials, community groups and individual citizens – understand, appreciate, and advocate for the role and importance of the urban forest as a resource.	
<b>Current: Fair (1)</b>	Trees generally recognized as important and beneficial.
<b>Goal: Optimal (4)</b>	Urban forest recognized as vital to the community's environmental, social, and economic well-being.



**Section 6: Creating Essential, Effective Public/Private Partnerships**

<b>Engage Large Private Landowners and Institutions</b>	
Large private landholders – including school systems, universities and corporate campuses – embrace and advance municipality-wide urban forest goals and objectives by implementing suitable resource management plans.	
<b>Current: Low (-1)</b>	Large private landholders are generally uninformed about urban forest issues and opportunities.
<b>Goal: Optimal (4)</b>	Tree management plans developed with input from community, and public access to the property's forest resource.

<b>All Utilities Work with Municipality, Employ BMPs</b>	
All utilities – above and below ground – employ best management practices and cooperate with municipality to advance goals and objectives related to urban forest health and opportunities.	
<b>Current: Low (-1)</b>	No utility consideration of the health of the urban forest resource.
<b>Goal: Better (3)</b>	Utilities are included in informal municipal teams that communicate regularly and collaborate on a project-specific basis.

<b>Green Industry Embraces Goals, High Standards</b>	
Green industry works together to advance municipality-wide urban forest goals and objectives, and adheres to high professional standards.	
<b>Current: Low (-1)</b>	Little or no cooperation among segments of green industry or awareness of municipality-wide urban forest goals and objectives.
<b>Goal: Good (2)</b>	Specific collaborate arrangements across segments of green industry in support of municipality-wide goals and objectives.

**Section 7: Resource Management: Planning**

<b>Develop Urban Forest Management Plan</b>	
Develop and implement a comprehensive urban forest management plan for public and private property.	
<b>Current: Low (-1)</b>	No urban forest management plan.
<b>Goal: Optimal (4)</b>	New or recent urban forest and green infrastructure management plan which targets public and private tree planting and protection based on assessment of anticipated benefits – and assures these benefits are distributed equitably among neighborhoods.

<b>Cooperative Planning with Other Municipalities</b>	
Coordination and interaction on urban forest plans among neighboring municipalities within a region, and/or with regional agencies.	
<b>Current: Low (-1)</b>	Municipalities have no interaction with each other or the broader region. No regional planning or coordination on urban forestry.
<b>Goal: Optimal (4)</b>	Widespread regional cooperation resulting in development of regional urban forestry strategy.

<b>Forestry Plan Integrated into Other Municipal Plans</b>	
Forestry plan is designed to reinforce, and be realized through comprehensive plans, sustainability plans, park development, storm water and watershed plans, neighborhood revitalization, climate mitigation and sustainability plans, etc.	
<b>Current: Low (-1)</b>	Urban forestry plan mentions how it could meet other municipal objectives, or inform other planning efforts.
<b>Goal: Optimal (4)</b>	All agencies whose goals are served by urban forestry practices, participate in creation of forestry plan, and commit to designated roles and responsibilities.

**Section 8: Resource Management: Implementation**

<b>Urban Forestry Program Capacity (Applies to In-house and contracted staff)</b>	
Maintain sufficient well-trained personnel and equipment – in-house or through contracted or volunteer services – to implement municipality-wide urban forest management plan.	
<b>Current: Good (2)</b>	Team has capacity in terms of trained staff and equipment to achieve many of the goals of the urban forest management plan.
<b>Goal: Good (2)</b>	

<b>Municipality-Wide Urban Forestry Funding</b>	
Develop and establish adequate funding to implement municipality-wide urban forest management plan.	
<b>Current: Good (2)</b>	Funding sufficient for some proactive management based on urban forest management plan.
<b>Goal: Optimal (4)</b>	Sustained, long-term funding from multiple municipal, regional and/or state agencies, along with private sources to implement a comprehensive urban forest management plan, and provide for maintenance and adaptive management as circumstances change.



**Section 8: Resource Management: Implementation (continued)**

**Growing Site Suitability**  
*All publicly owned trees are planted in suitable conditions that are modified to account for optimal survival and maintenance and future tree benefits.*

<b>Current: Fair (1)</b>	Appropriate tree species are considered in site selection.
<b>Goal: Optimal (4)</b>	All trees planted in sites with adequate soil quality and quantity, and with sufficient growing space and overall site conditions to achieve their genetic potential and thus provide maximum ecosystem services. Where growing conditions are poor, guidance provided on how to improve soil volume, quality, other factors.

**Tree Establishment and Maintenance**  
*Comprehensive and effective tree planting and establishment program is driven by canopy cover and goals and other considerations according to sites.*

<b>Current: Good (2)</b>	Planting and post-planting care and maintenance protocols in place.
<b>Goal: Optimal (4)</b>	Comprehensive tree establishment plan provides concrete guidance on most of the following criteria: site selection, size, age class, diversity of species, native plant choice; planting protocols (e.g. minimum soil volumes, soil conditions); young tree care, including region appropriate irrigation requirements. Includes provisions and funding for maintenance.

**Management of Publicly-Owned Natural Areas**  
*The ecological integrity of all publicly owned natural areas is protected and enhanced – while accommodating public use where appropriate.*

<b>Current: Low (-1)</b>	No natural areas management plans or implementation in effect.
<b>Goal: Optimal (4)</b>	Management plan for each publicly owned natural area focused on sustaining and, where possible, improving overall ecological integrity (i.e., structure and function) – while facilitating appropriate public use.

**Policies That Foster Good Urban Forestry on Private Lands**  
*Because private lands comprise the majority of canopy cover for most municipalities, state and policies should address – through rules, fees and incentives – how owners contribute to the overall health of the urban forest and the benefits it delivers.*

<b>Current: Low (-1)</b>	No tree protection ordinance, or one that's weak and rarely enforced.
<b>Goal: Good (2)</b>	Policies regarding stormwater, site and subdivision planning, zoning and other issues that affect private forests are included in management plan.

**Section 9: Resource Management: Monitoring and Maintenance**

**Tree Protection Policy and Enforcement**  
*The benefit derived from trees on public and private land are ensured by the enforcement of sound municipality-wide policies, including tree care "best management practices."*

<b>Current: Fair (1)</b>	Policies in place to protect public trees and employ industry best management practices, but rare or inconsistent enforcement.
<b>Goal: Optimal (4)</b>	Integrated municipality-wide policies and practices to protect public and private trees, consistently enforced and with penalties sufficient to deter violations.

**Monitoring**  
*Periodic, cyclical inspection of urban trees to identify health, pests and disease, growth, canopy, site conditions, and potential risks. Regular inspections guide urban forest management activities, including regular maintenance, species selection, planting sites, preventative and reactive disease and pest control.*

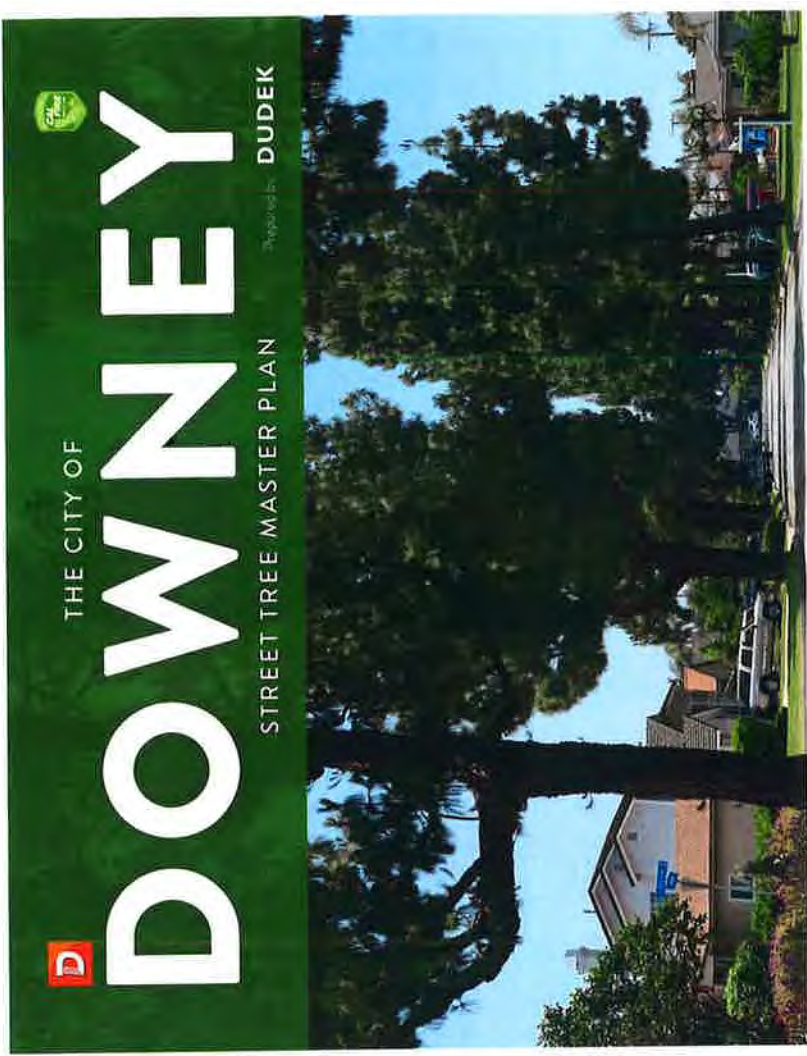
<b>Current: Good (2)</b>	Monitoring on a regular basis with rotating schedule for each area. Monitors are professionals or volunteers trained to collect specific data required by municipality. Multi-year data available for trend analyses.
<b>Goal: Optimal (4)</b>	Monitoring adheres to the standards and protocols established by the Urban Tree Growth and Longevity network.

**Tree Risk Management**  
*Comprehensive tree risk management program fully implemented, according to ANSI A300 (Part 10) "Tree Risk Assessment" standards, and supporting industry best management practices.*

<b>Current: Low (-1)</b>	No tree risk assessment or risk management program. Response is on a reactive basis only.
<b>Goal: Better (3)</b>	Policies and ordinances in place to minimize tree damage and removal on commercial developments, and public capital. Protection measures conform to ANSI A300 standards and ISA BMPs.

**Urban Wood and Green Waste Utilization**  
*Have a closed system diverting all urban wood and green waste through reuse and recycling.*

<b>Current: Good (2)</b>	The majority of green waste is reused or recycled – for energy, products, and other purposes beyond chips or mulch.
<b>Goal: Optimal (4)</b>	Comprehensive plan and processes in place to utilize all green waste one way or another, to the fullest extent possible.



page intentionally left blank

# Table of Contents

## Contents

Maintenance District 1 Planted Species	1	Maintenance District 9 Planted Species	33
Maintenance District 1 Top Ten Existing Trees	2	Maintenance District 9 Top Ten Existing Trees	34
Maintenance District 1 Vacant Sites	3	Maintenance District 9 Vacant Sites	35
Maintenance District 1 Recommended Tree Species for Planting	4	Maintenance District 9 Recommended Tree Species for Planting	36
Maintenance District 2 Planted Species	5	Maintenance District 10 Planted Species	37
Maintenance District 2 Top Ten Existing Trees	6	Maintenance District 10 Top Ten Existing Trees	38
Maintenance District 2 Vacant Sites	7	Maintenance District 10 Vacant Sites	39
Maintenance District 2 Recommended Tree Species for Planting	8	Maintenance District 10 Recommended Tree Species for Planting	40
Maintenance District 3 Planted Species	9	Maintenance District 11 Planted Species	41
Maintenance District 3 Top Ten Existing Trees	10	Maintenance District 11 Top Ten Existing Trees	42
Maintenance District 3 Vacant Sites	11	Maintenance District 11 Vacant Sites	43
Maintenance District 3 Recommended Tree Species for Planting	12	Maintenance District 11 Recommended Tree Species for Planting	44
Maintenance District 4 Planted Species	13	Maintenance District 12 Planted Species	45
Maintenance District 4 Top Ten Existing Trees	14	Maintenance District 12 Top Ten Existing Trees	46
Maintenance District 4 Vacant Sites	15	Maintenance District 12 Vacant Sites	47
Maintenance District 4 Recommended Tree Species for Planting	16	Maintenance District 12 Recommended Tree Species for Planting	48
Maintenance District 5 Planted Species	17	Maintenance District 13 Planted Species	49
Maintenance District 5 Top Ten Existing Trees	18	Maintenance District 13 Top Ten Existing Trees	50
Maintenance District 5 Vacant Sites	19	Maintenance District 13 Vacant Sites	51
Maintenance District 5 Recommended Tree Species for Planting	20	Maintenance District 13 Recommended Tree Species for Planting	52
Maintenance District 6 Planted Species	21	Maintenance District 14 Planted Species	53
Maintenance District 6 Top Ten Existing Trees	22	Maintenance District 14 Top Ten Existing Trees	54
Maintenance District 6 Vacant Sites	23	Maintenance District 14 Vacant Sites	55
Maintenance District 6 Recommended Tree Species for Planting	24	Maintenance District 14 Recommended Tree Species for Planting	56
Maintenance District 7 Planted Species	25	Maintenance District 15 Planted Species	57
Maintenance District 7 Top Ten Existing Trees	26	Maintenance District 15 Top Ten Existing Trees	58
Maintenance District 7 Vacant Sites	27	Maintenance District 15 Vacant Sites	59
Maintenance District 7 Recommended Tree Species for Planting	28	Maintenance District 15 Recommended Tree Species for Planting	60
Maintenance District 8 Planted Species	29	Maintenance District 16 Planted Species	61
Maintenance District 8 Top Ten Existing Trees	30	Maintenance District 16 Top Ten Existing Trees	62
Maintenance District 8 Vacant Sites	31	Maintenance District 16 Vacant Sites	63
Maintenance District 8 Recommended Tree Species for Planting	32	Maintenance District 16 Recommended Tree Species for Planting	64



## City of Downey Maintenance Districts



## Introduction to the Street Tree Master Plan

The City of Downey's Urban Forest Management Plan (UFMP) provides a thorough analysis and documentation of the urban forest, as well as identifying long- and short-term urban forest management goals that reflect the values of the City and the community and promote the concepts of sustainable urban forest management. The UFMP encompasses key information needed to carry on the high level of tree management currently provided by the City, should staffing or other factors change the existing framework. A Street Tree Master Plan (STMP) will expand on the concepts of sustainable urban forest management outlined in the UFMP to support the City's goal to plant 30,000 trees in an effort to increase the City's tree canopy cover to 20% by 2050.

### Goals of the Street Tree Master Plan

1. Ensure the City can meet canopy cover goals defined in the UFMP, by determining areas of the City where resources are needed and where an injection of these resources would provide the greatest net benefit to the community.
2. Identify where trees can be planted and determine appropriate tree species to plant on each street, parkway, and median location.
3. Effectively communicate to residents, business owners, and other stakeholders how tree planting decisions are made so they will understand and support City efforts.

## Interpreting the STMP (Planted Species)

### Map 1. Planted Species

#### Map Guidelines:

The map informs where trees are planted and the percentage of vacant sites planted on each street block. The higher the percentage of sites planted (blue and green), the lower tree planting opportunities exist on a street block. Street blocks with a lower percentage of sites planted (red, orange, and yellow) are areas the City can prioritize for tree planting. The top ten species table that accompanies this map is used as a guide to determine if the maintenance district is within the species diversity range goal of the UTMP and inform the species selection recommendations for each maintenance district (Map 2, Vacant Sites).

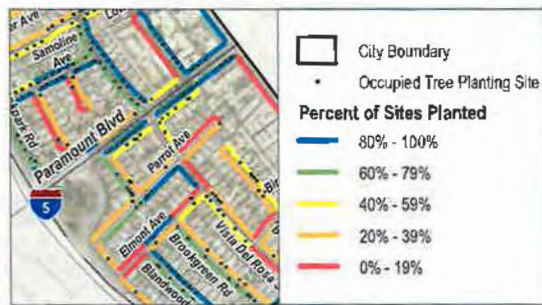
#### Method:

The Planted Species map and Top Ten Existing Tree species were developed by analyzing the City tree inventory to identify the GPS location of each planting site and associated planting site data. All data was aggregated into one of the 16 Maintenance Districts previously determined by the City.

Street Block segments are based on publicly available parcel data, separated by both sides of the street, and delineated by natural and points, such as street corners, cul-de-sacs, dead ends, and/or other separators in the street segment.

$$\text{Planted Sites} = \frac{\text{Total Sites}}{\% \text{ of Sites Planted}}$$

$$\text{Number of Tree Species} = \frac{\text{Total Species}}{\% \text{ of District}}$$



Maintenance District 1 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Albizia leonensis</i>	Asian silk tree	60	14%
2	<i>Leucadendron verticillatum</i>	San Joaquin tree	37	11%
3	<i>Prunus subcordata</i>	San Joaquin plum	27	9%
4	<i>Leucadendron diversifolium</i>	San Joaquin tree	31	9%
5	<i>Malus domestica</i>	Apple tree	26	9%
6	<i>Quercus agrifolia</i>	White oak	20	6%
7	<i>Quercus laevis</i>	Live oak	18	6%
8	<i>Podocarpus nelsonii</i>	Podocarpus	17	5%
9	<i>Pinus ponderosa</i>	Monterey pine	10	4%
10	<i>Agave schottlandii</i>	Shoemaker agave	19	4%

## Interpreting the STMP (Vacant Sites)

### Map 2. Vacant Sites

#### Map Guidelines:

The map depicts multiple data sets to determine the recommended right species to plant on individual street blocks and should be used as follows:

- Narrow down appropriate species based on overhead electrical wires or utilities. Identify on the map if the street block has overhead electrical wires or utilities, and then identify which tree species are appropriate to plant under a utility line. If yes (i.e., under a power line), species selection is limited to those listed as "Yes". If no utility lines are present, no species are eliminated (i.e., choose any species from the recommended list). If the street has partial cover, a field assessment is required to determine if the specific location has the presence of an overhead utility line.
- Identify the planter style and review the parkway minimum standards for each species. The planter style reflects the amount of given space on the ground to plant a tree and the parkway minimum category reflects the least amount of space required by a specific species to grow without interfering with infrastructure such as sidewalks and curbs. A tree can only be planted in a planter style that meets the parkway minimum requirements.
- After completing steps 1 and 2, select the desired species to plant in the vacant tree planting site.

#### Method:

Overhead electrical and utility lines and planter style are determined by analysis of satellite imagery and field verification. Species are selected from the Street Species List presented in the UTMP. All species are below 5% of the total for each individual maintenance district and limited in use to no more than five maintenance districts to ensure no one species exceeds 5% of the total City inventory.



Maintenance District 1 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia x blanda</i>	Hong Kong orchid	3	No
2	<i>Cercis canadensis</i>	Eastern redbud	3	No
3	<i>Crataegus mollis</i>	Wild rose	3	Yes
4	<i>Hamamelis mollis</i>	Witch hazel	3	Yes
5	<i>Corylus americana</i>	Chestnut	5	No
6	<i>Prunella x subcordata</i>	San Joaquin plum	5	Yes
7	<i>Arbutus menziesii</i>	Maritime madrone	5	No
8	<i>Salix lasiolepis</i>	Willow	7	No
9	<i>Pinus ponderosa</i>	Monterey pine	7	Yes
10	<i>Taxus sp.</i>	Redwood	8	No



### Maintenance District 1 Planted Species



### Maintenance District 1 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Araucariox taibabos</i>	African form pine	60	14%
2	<i>Lophospermum confertus</i>	Brisbane box	47	11%
3	<i>Pinus canariensis</i>	Canary Island pine	27	6%
4	<i>Liquidambar styraciflua</i>	Sweetgum	21	5%
5	<i>Archontophoenix cunninghamiana</i>	King palm	20	5%
6	<i>Quercus ilex</i>	Illly oak	20	5%
7	<i>Koeleria bipinnata</i>	Chinese flame	18	4%
8	<i>Brachychiton populneus</i>	Kurrajong	17	4%
9	<i>Pistacia chinensis</i>	Chinese pistache	16	4%
10	<i>Lagorstromia indica</i>	Crape myrtle	15	4%

Maintenance District 1 Vacant Sites



Maintenance District 1 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Beuhnia x biakensis</i>	Yong Kong crotchid	3	No
2	<i>Cercis canadensis</i>	Eastern redbud	3	No
3	<i>Salix lasiolepis</i>	Desert willow	3	Yes
4	<i>Handroanthus heptaphyllus</i>	Pink trumpet	3	Yes
5	<i>Corymbia allaneri</i>	Ghost gum	5	No
6	<i>Parkinsonia x 'Desert Museum'</i>	Desert Museum palo verde	5	Yes
7	<i>Artocarpus 'Mairii'</i>	Marina macrona	5	No
8	<i>Delonix regina</i>	Indian rosewood	7	No
9	<i>Pinus edulis</i>	Mardel pine	7	No
10	<i>Tipuana tipu</i>	Tipu	8	No

### Maintenance District 2 Planted Species



### Maintenance District 2 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Lagrostroemia indica</i>	Grape myrtle	88	17%
2	<i>Syagrus romanzoffiana</i>	Queen palm	38	7%
3	<i>Lophostemon confertus</i>	Brisbane box	33	6%
4	<i>Araucaria falcatula</i>	African larch pine	31	6%
5	<i>Arctostaphylos cunninghamiana</i>	King palm	24	5%
6	<i>Callistemon ciliatus</i>	Lemur bottlebrush	24	5%
7	<i>Cupressus anacardioides</i>	Carrot wood	20	4%
8	<i>Magnolia grandiflora</i>	Southern magnolia	17	3%
9	<i>Sinkga lobata</i>	G ngvo	16	3%
10	<i>Pinus canariensis</i>	Canary Island pine	15	3%

### Maintenance District 2 Vacant Sites



### Maintenance District 2 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia variegata</i>	purple orchid	3	No
2	<i>Cercis occidentalis</i>	western redbud	3	Yes
3	<i>Tristaniaopsis laurina</i>	water gum	3	No
4	<i>Albizia julibrissin</i>	silk tree	5	No
5	<i>Cassia leptophylla</i>	gold medallion	5	Yes
6	<i>Koelerutaria paniculata</i>	goldbairn tree	5	No
7	<i>Acacia melanocoryon</i>	blackwood acacia	7	No
8	<i>Geniea parvifolia</i>	Australian willow	7	No
9	<i>Pinus canariensis</i>	Canary island pine	7	No
10	<i>Cedrus deodare</i>	cedar cedar	8	No

### Maintenance District 3 Planted Species



MAINTENANCE DISTRICT 3

### Maintenance District 3 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Calistemon citrinus</i>	Lemon bottlebrush	111	13%
2	<i>Archontophoenix cunninghamiana</i>	King palm	77	9%
3	<i>Syagrus romanzoffiana</i>	Queen palm	73	8%
4	<i>Lophospermum confertus</i>	Brisbane box	35	4%
5	<i>Cinnamomum camphora</i>	Camphora	34	4%
6	<i>Fraxinus uhdei</i>	Evergreen ash	29	3%
7	<i>Magnolia grandiflora</i>	Southern magnolia	28	3%
8	<i>Pinus canariensis</i>	Canary Island Pine	25	3%
9	<i>Washingtonia robusta</i>	Mexican fan palm	25	3%
10	<i>Jacaranda microbotrys</i>	Jacaranda	24	3%



Maintenance District 3 Vacant Sites



MAINTENANCE DISTRICT 3

Maintenance District 3 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Lagerstroemia indica</i>	Crape myrtle	3	Yes
2	<i>Hardenbergia heptaphyllus</i>	Pink trumpet	3	Yes
3	<i>Pistachia x 'red push'</i>	Red push pistache	5	No
4	<i>Pyrus calleryana 'Aristocrat'</i>	Aristocrat callery pear	5	Yes
5	<i>Lochaslemon confertus</i>	Brisbane box	5	No
6	<i>Olea europae</i>	Fruitless olive	7	Yes
7	<i>Pinus torreyana</i>	Torrey pine	7	No
8	<i>Platanus mexicana</i>	Mexican sycamore	7	No
9	<i>Quercus engelmannii</i>	Engelman oak	7	No
10	<i>Tripura tibu</i>	Tibu	8	No

### Maintenance District 4 Planted Species

MAINTENANCE DISTRICT 4



### Maintenance District 4 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Africanus falcatus</i>	African fan pine	74	9%
2	<i>Lagerstroemia indica</i>	Crape myrtle	69	9%
3	<i>Lophostemon confertus</i>	Brisbane box	54	7%
4	<i>Archontophoenix cunninghamiana</i>	King palm	52	6%
5	<i>Syagrus romanzoffiana</i>	Queen palm	42	5%
6	<i>Callistemon citrinus</i>	Lemon bottlebrush	32	4%
7	<i>Pinus canariensis</i>	Canary Island Pine	31	4%
8	<i>Ficus microcarpa</i>	Indian laurel	29	4%
9	<i>Magnolia grandiflora</i>	Southern magnolia	26	3%
10	<i>Platanus x hispanica</i>	London Plane	21	3%

**Maintenance District 4 Vacant Sites**



**Maintenance District 4 Recommended Tree Species for Planting**

No.	Botanical name	Common name	Parway (Minimum (feet))	Plant Under Utility Line
1	<i>Bauhinia x bleekana</i>	Hong Kong orchid	3	No
2	<i>Cercis canadensis</i>	Eastern redbud	3	No
3	<i>Carymbia apamensis</i>	Ghost gum	5	No
4	<i>Parkinsonia x 'Desert Museum'</i>	Desert Museum palo verde	5	Yes
5	<i>Pistachia x red push</i>	Red Push' pistache	5	Yes
6	<i>Quercus engelmannii</i>	Engelmann oak	7	No
7	<i>Dalbergia sissoo</i>	Indian rosewood	7	No
8	<i>Koeleruteria bignoniada</i>	Chinese flame tree	7	No
9	<i>Pinus silderica</i>	Mandell pine	7	No
10	<i>Quercus agrifolia</i>	Coast live oak	8	No

**Maintenance District 5 Planted Species**



MAINTENANCE DISTRICT 5

**Maintenance District 5 Top Ten Existing Trees**

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Azadirachta indica</i>	African teak pine	145	9%
2	<i>Washingtonia robusta</i>	Mexican fan palm	130	8%
3	<i>Archontophoenix cunninghamiana</i>	King palm	111	7%
4	<i>Liquidambar styraciflua</i>	Sweet gum	102	6%
5	<i>Lagerstroemia indica</i>	Crape myrtle	97	6%
6	<i>Syagrus romanzoffiana</i>	Queen palm	90	6%
7	<i>Jacaranda mimosifolia</i>	Jacaranda	76	5%
8	<i>Pistacia chinensis</i>	Chinese pistache	63	4%
9	<i>Pinus canariensis</i>	Canary Island pine	58	4%
10	<i>Ginkgo biloba</i>	Ginkgo	52	3%



**Maintenance District 5 Vacant Sites**



**Maintenance District 5 Recommended Tree Species for Planting**

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia variegata</i>	Purple orchid	3	No
2	<i>Cercis occidentalis</i>	Western redbud	3	Yes
3	<i>Albizia julibrissin</i>	Silk tree	5	No
4	<i>Cassia leptophylla</i>	Gold medallion	5	Yes
5	<i>Koelerutaria paniculata</i>	Golden rain tree	5	No
6	<i>Lophospermum confertus</i>	Brisbane box	5	No
7	<i>Pyrus calleryana 'Aristocrat'</i>	Aristocrat callery pear	5	No
8	<i>Olea europaea</i>	Fruitless olive	7	Yes
9	<i>Quercus fusiformis</i>	Escarpment oak	7	No
10	<i>Cedrus deodora</i>	Deodar Cedar	8	No



### Maintenance District 6 Planted Species



### Maintenance District 6 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Pinus canariensis</i>	Canary Island pine	287	12%
2	<i>Pinus halepensis</i>	Alleppe pine	162	7%
3	<i>Acacia melanoxylon</i>	Blackwood acacia	127	5%
4	<i>Eucalyptus polyanthemus</i>	Silver collar gum	122	5%
5	<i>Eucalyptus camaldulensis</i>	Red fier gum	121	5%
6	<i>Liquidambar styraciflua</i>	Sweetgum	109	4%
7	<i>Lagerstroemia indica</i>	Crape myrtle	102	4%
8	<i>Ulmus parviflora</i>	Chinese elm	90	4%
9	<i>Pistacia chinensis</i>	Chinese pistache	89	4%
10	<i>Callistemon citrinus</i>	Lemon bottlebrush	80	3%

### Maintenance District 6 Vacant Sites



### Maintenance District 6 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia variegata</i>	Purple orchid	3	No
2	<i>Cercis canadensis</i>	Eastern redbud	3	No
3	<i>Chilopsis linearis</i>	Desert willow	3	Yes
4	<i>Albizia julibrissin</i>	Silk tree	5	No
5	<i>Panicum x 'Desert Museum'</i>	Desert Museum palo verde	5	Yes
6	<i>Quercus ilex</i>	Holly oak	5	No
7	<i>Dalbergia sissoo</i>	Indian rosewood	7	No
8	<i>Koeberlinia binnata</i>	Chinese flame tree	7	No
9	<i>Quercus engelmannii</i>	Engelmann oak	7	No
10	<i>Tripudina lipu</i>	TPL	8	No

### Maintenance District 7 Planted Species



MAINTENANCE DISTRICT 7

### Maintenance District 7 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Leucostreemia argentea</i>	Crape myrtle	219	17%
2	<i>Platanus x hispanica</i>	London plane	174	14%
3	<i>Lophostemon confertus</i>	Brisbane box	136	11%
4	<i>Archontophoenix cunninghamiana</i>	Krig palm	83	6%
5	<i>Callistemon citrinus</i>	Lemon bottlebrush	42	3%
6	<i>Washingtonia robusta</i>	Mexican fan palm	39	3%
7	<i>Syagrus romanzoffiana</i>	Queen palm	38	3%
8	<i>Araucaria arborescens</i>	African fern pine	35	3%
9	<i>Ulmus parvifolia</i>	Chinese elm	32	2%
10	<i>Lacandonia ornamentalis</i>	Jacaranda	30	2%

Maintenance District 7 Vacant Sites



Maintenance District 7 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia x blakeana</i>	Hong Kong orchid	3	No
2	<i>Cercis occidentalis</i>	Western redbud	3	Yes
3	<i>Tristaniaopsis laurina</i>	Water gum	3	No
4	<i>Corymbia acarcronia</i>	Ghost gum	5	No
5	<i>Ginkgo biloba</i>	Ginkgo	5	No
6	<i>Ailurus julibrissin</i>	Silk tree	5	No
7	<i>Koeleruteria lapannele</i>	Chinese flame tree	7	No
8	<i>Pinus eiderica</i>	Mendell pine	7	No
9	<i>Pinus torreyana</i>	Torrey pine	7	No
10	<i>Pistacia chinensis</i>	Chinese pistache	7	No



### Maintenance District 8 Planted Species



### Maintenance District 8 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Lagerstroemia indica</i>	Crape myrtle	135	11%
2	<i>Lophinstemon confertus</i>	Brisbane box	111	9%
3	<i>Pinus canariensis</i>	Canary Island pine	79	7%
4	<i>Alseodaphne laevis</i>	African fern pine	74	6%
5	<i>Syagrus romanzoffiana</i>	Queen palm	51	4%
6	<i>Archontophoenix cunninghamiana</i>	King palm	50	4%
7	<i>Pistacia chinensis</i>	Chinese pistache	46	4%
8	<i>Magnolia grandiflora</i>	Southern magnolia	42	4%
9	<i>Chitalpa tashkentensis</i>	Chitalpa	35	3%
10	<i>Cinnamomum camphora</i>	Camphor	34	3%



### Maintenance District 8 Vacant Sites



### Maintenance District 8 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia variegata</i>	Purple orchid	3	No
2	<i>Cercis occidentalis</i>	Western redbud	3	Yes
3	<i>x Chitalpa tashkentensis</i>	Chitalpa	3	No
4	<i>Parkinsonia x 'Desert Museum'</i>	Desert Museum palo verde	5	Yes
5	<i>Albizia julibrissin</i>	Silk tree	5	No
6	<i>Koelerutaria paniculata</i>	Golden rain tree	5	No
7	<i>Geijera parviflora</i>	Australian willow	7	No
8	<i>Koelerutaria bijnardiata</i>	Chinese flame tree	7	No
9	<i>Pinus canariensis</i>	Canary Island pine	7	No
10	<i>Quercus suber</i>	Cork oak	7	No

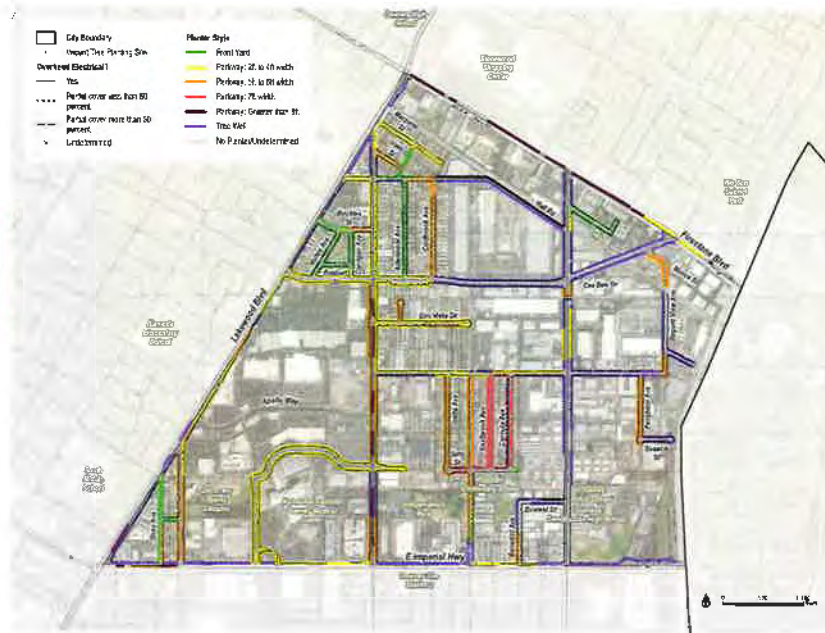
### Maintenance District 9 Planted Species



### Maintenance District 9 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Triadica sebifera</i>	Chinese Tallow	219	16%
2	<i>Fraxinus velutina</i> 'Rio Grande'	Far-Tex ash	118	8%
3	<i>Azadirachta indica</i>	African laurel	109	7%
4	<i>Liquidambar styraciflua</i>	Sweetgum	66	4%
5	<i>Pinus strobus</i>	Modell pine	60	4%
6	<i>Fraxinus angustifolia</i> 'Raywood'	Raywood ash	57	4%
7	<i>Lagerstroemia indica</i>	Crape myrtle	51	3%
8	<i>Xylocopa congesta</i>	Shiny xylocopa	51	3%
9	<i>Koelerupia binnata</i>	Chinese flange	49	3%
10	<i>Prunus caroliniana</i>	Carolina laurel cherry	48	3%

### Maintenance District 9 Vacant Sites



### Maintenance District 9 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Lagerstomia indica</i>	Crape myrtle	3	Yes
2	<i>Cercis occidentalis</i>	Western redbud	3	Yes
3	<i>Arbutus menziesii</i>	Madroño	5	No
4	<i>Freycinetia paniculata</i>	Goldrain tree	5	No
5	<i>Quercus ilex</i>	Holly oak	5	No
6	<i>Pistacia x red push</i>	Red Push Pistachio	5	No
7	<i>Acacia melanoxylon</i>	Blackwood acacia	7	No
8	<i>Geijera parvifolia</i>	Australian wistow	7	No
9	<i>Pinus torreyana</i>	Torrey pine	7	No
10	<i>Quercus suber</i>	Cork oak	8	No

### Maintenance District 10 Planted Species



### Maintenance District 10 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Lagerstroemia indica</i>	Crape myrtle	64	11%
2	<i>Lophospermum confertus</i>	Brisbane box	60	10%
3	<i>Fraxinus velutina</i> 'Rio Grande'	Fan-Tex ash	56	10%
4	<i>Jacaranda mimosifolia</i>	Jacaranda	41	7%
5	<i>Cedrela odorata</i>	Lemon bottlebrush	25	4%
6	<i>Azadirachta indica</i>	Almond tree	23	4%
7	<i>Tristania laurina</i>	Water gum	23	4%
8	<i>Phoenix dactylifera</i>	Date palm	20	3%
9	<i>Washingtonia robusta</i>	Mexican fan palm	20	3%
10	<i>Lagerstroemia indica</i> 'Pina'	Pink crape myrtle	18	3%



**Maintenance District 10 Vacant Sites**



MAINTENANCE DISTRICT 10

**Maintenance District 10 Recommended Tree Species for Planting**

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Cercis canadensis</i>	eastern redbud	3	Yes
2	<i>Hesperanthus heptaphyllus</i>	Pink trumpet	3	Yes
3	<i>x Chalaipa lashtkentensis</i>	Chilalpa	3	No
4	<i>Quercus ilix</i>	Holly oak	5	No
5	<i>Cassia leptophylla</i>	Cold mecall on	5	Yes
6	<i>Sinkgo biloba</i>	Ginkgo	5	No
7	<i>Acacia melanocylon</i>	Blackwood acacia	7	No
8	<i>Salix perfoliata</i>	Australian willow	7	No
9	<i>Pinus torreyana</i>	Torrey pine	7	No
10	<i>Ficus dardara</i>	Flender cecur	8	No



Maintenance District 11 Planted Species



MAINTENANCE DISTRICT 11

Maintenance District 11 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Azadirachta indica</i>	African fan palm	116	13%
2	<i>Lagerstroemia indica</i>	Crape myrtle	105	12%
3	<i>Lophostemon confertus</i>	Brisbane box	83	9%
4	<i>Callistemon citrinus</i>	Lemon bottlebrush	48	5%
5	<i>Jacaranda mimosifolia</i>	Jacaranda	42	5%
6	<i>Cinnamomum camphora</i>	Camphor	38	4%
7	<i>Magnolia grandiflora</i>	Southern magnolia	27	3%
8	<i>Chitalpa tashkentensis</i>	Chitalpa	25	3%
9	<i>Syagrus romanzoffiana</i>	Queen palm	26	3%
10	<i>Ligustrum lucidum</i>	Glossy privet	21	2%

**Maintenance District 11 Vacant Sites**

MAINTENANCE DISTRICT 11



**Maintenance District 11 Recommended Tree Species for Planting**

No.	Botanical name	Common name	Parkway Minimum (Feet)	Plant Under Utility Line
1	<i>Chilopsis linearis</i>	Desert willow	3	Yes
2	<i>Handranthus heptaphyllus</i>	Pink trumpet	3	Yes
3	<i>Pyrus calleryana 'Aristocrat'</i>	Aristocrat callery pear	5	No
4	<i>Linnaea mariana</i>	marina maconna	5	No
5	<i>Quercus ilicifolia</i>	Holly oak	5	No
6	<i>Cassia leptophylla</i>	Gold medallion	5	Yes
7	<i>Acacia melanoxylon</i>	Blackwood acacia	7	No
8	<i>Platanus mexicana</i>	Mexican sycamore	7	No
9	<i>Quercus fusiformis</i>	Escarpment oak	7	No
10	<i>Quercus suber</i>	Cork oak	7	No

### Maintenance District 12 Planted Species



MAINTENANCE DISTRICT 12

### Maintenance District 12 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Cinnamomum camphora</i>	Camphor	131	13%
2	<i>Lagerstroemia indica</i>	Crane myrtle	89	9%
3	<i>Ulmus parvifolia</i>	Chinese elm	78	8%
4	<i>Araucaria laevis</i>	African fern pine	44	4%
5	<i>Cycas revoluta</i>	Sago palm	42	4%
6	<i>Pistacia chinensis</i>	Chinese pistache	38	4%
7	<i>Syagus romanzoffiana</i>	Queen palm	35	4%
8	<i>Cupressus amarcordiana</i>	Carrot wood	34	3%
9	<i>Lophosiemon confertus</i>	Breast of box	31	3%
10	<i>Liquidambar styraciflua</i>	Sweetgum	29	3%

Maintenance District 12 Vacant Sites



MAINTENANCE DISTRICT 12

Maintenance District 12 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia variegata</i>	purple orchid	3	No
2	<i>Chilodactylus lishkensis</i>	Cislalpa	3	No
3	<i>Pyrus calleryana 'Aristocrat'</i>	Aristocrat callery pear	5	No
4	<i>Cassia bicolor</i>	Gold medal tree	5	Yes
5	<i>Ginkgo biloba</i>	Ginkgo	5	No
6	<i>Acacia melanoxylon</i>	Blackwood acacia	7	No
7	<i>Geijera parvifolia</i>	Australian willow	7	No
8	<i>Platanus mexicana</i>	Mexican sycamore	7	No
9	<i>Cedrus deodora</i>	Deodar Cedar	8	No
10	<i>Quercus agrifolia</i>	Coast live oak	8	No



### Maintenance District 13 Planted Species



MAINTENANCE DISTRICT 13

### Maintenance District 13 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Lagerstroemia indica</i>	Crape myrtle	118	9%
2	<i>Fraxinus velutina</i> 'Rio Grande'	Fan-Tex ash	81	6%
3	<i>Atracypis falcatul</i>	African fern pine	62	5%
4	<i>Jacaranda mimosifolia</i>	Jacaranda	58	4%
5	<i>Pistacia chinensis</i>	Chinese pistache	56	4%
6	<i>Syagrus romanzoffiana</i>	Queen palm	55	4%
7	<i>Cinnamomum camphora</i>	Camphor	54	4%
8	<i>Liquidambar styraciflua</i>	Sweetgum	52	4%
9	<i>Fraxinus angustifolia</i> 'Raywood'	Raywood ash	49	4%
10	<i>Magnolia grandiflora</i>	Southern magnolia	49	4%



### Maintenance District 13 Vacant Sites

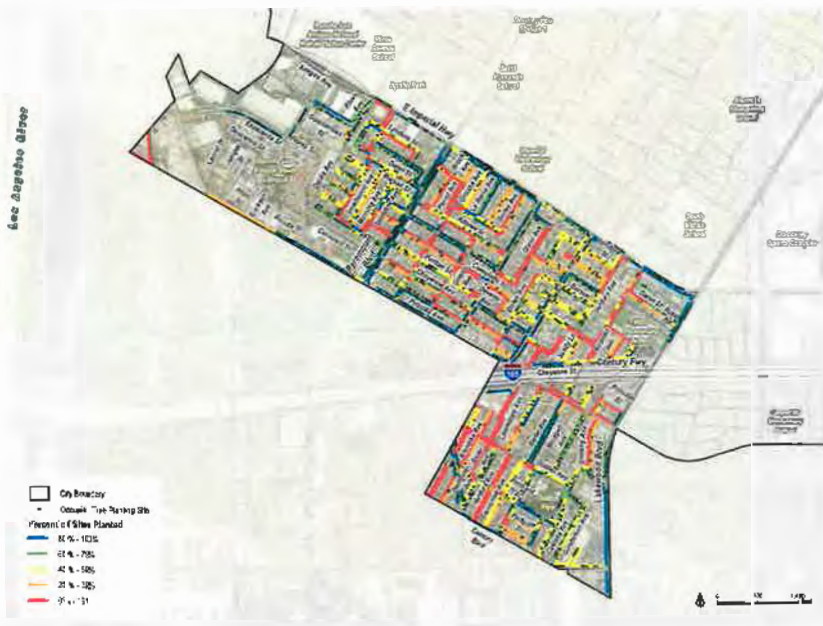


MAINTENANCE DISTRICT 13

### Maintenance District 13 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia x blakeana</i>	Long Kong orchid	3	No
2	<i>Chilopsis linearis</i>	Desert willow	3	Yes
3	<i>Tristramiaopsis laurina</i>	Water gum	3	No
4	<i>Corymbia apariorija</i>	Ghost gum	5	No
5	<i>Koeberlinia paniculata</i>	Goldenra n tree	5	No
6	<i>Parkinsonia x 'Desert Museum'</i>	Desert Museum palo verde	5	Yes
7	<i>Arbutus 'Marina'</i>	Marina madroña	5	No
8	<i>Pistacia chinensis</i>	Chinese pistache	7	No
9	<i>Pinus edulis</i>	Mondell Pine	7	No
10	<i>Tipuana tiou</i>	Tiáu	8	No

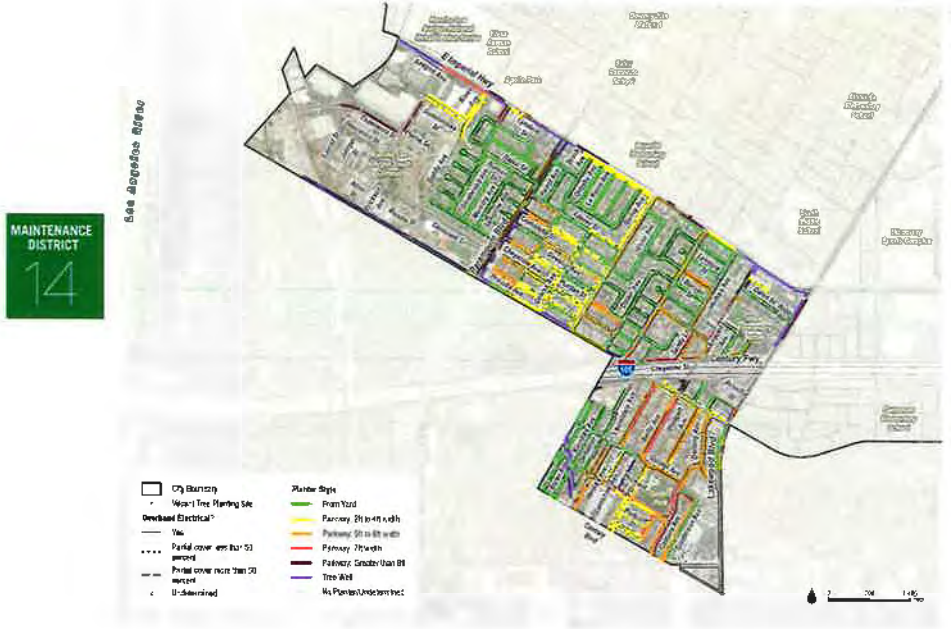
Maintenance District 14 Planted Species



Maintenance District 14 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Azadirachta indica</i>	African fever pine	174	9%
2	<i>Platanus x hispanica</i>	London Plane	144	7%
3	<i>Magnolia grandiflora</i>	Southern magnolia	111	6%
4	<i>Cinnamomum camphora</i>	Campbor	99	5%
5	<i>Jacaranda mimosifolia</i>	Jacaranda	82	4%
6	<i>Liquidambar styraciflua</i>	Sweetgum	79	4%
7	<i>Pinus canariensis</i>	Canary Island pine	79	4%
8	<i>Fraxinus angustifolia</i> 'Raywood'	Raywood ash	73	4%
9	<i>Pistacia chinensis</i>	Chinese pistache	73	4%
10	<i>Lagerstroemia indica</i>	Drape myrtle	63	3%

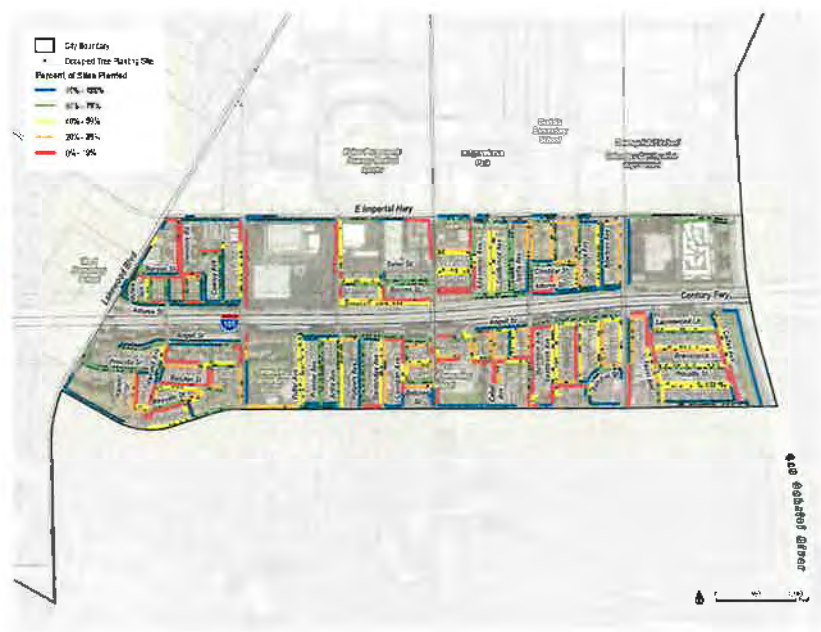
### Maintenance District 14 Vacant Sites



### Maintenance District 14 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Chikopsis incana</i>	Desert willow	3	Yes
2	<i>Cercis canadensis</i>	eastern redbud	3	Yes
3	<i>Pistachia x 'red push'</i>	Red Push pistache	5	No
4	<i>Lophostemon confertus</i>	Brisbane box	5	No
5	<i>Olea europae</i>	Fruitless olive	7	Yes
6	<i>Pinus torreyana</i>	Torrey pine	7	No
7	<i>Quercus engelmannii</i>	Engelman oak	7	No
8	<i>Quercus suber</i>	Cork oak	7	No
9	<i>Quercus agrifolia</i>	Coast live oak	8	No
10	<i>Tipuana tpu</i>	Tpu	8	No

### Maintenance District 15 Planted Species



MAINTENANCE DISTRICT 5

### Maintenance District 15 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Azadirachta indica</i>	African fori pine	122	8%
2	<i>Pinus canariensis</i>	Canary island pine	121	8%
3	<i>Fraxinus angustifolia</i> 'Raywood'	Raywood ash	115	8%
4	<i>Lophospermum confertus</i>	Brisbane box	87	6%
5	<i>Platanus x hispanica</i>	London Plane	82	5%
6	<i>Lagerstroemia indica</i>	Crape myrtle	76	5%
7	<i>Cinnamomum camphora</i>	Camphor	72	5%
8	<i>Magnolia grandiflora</i>	Southern magnolia	58	4%
9	<i>Koeleruteria bipinnata</i>	Chinese Faine	58	4%
10	<i>Pistacia chinensis</i>	Chinese pistache	52	3%



### Maintenance District 15 Vacant Sites



### Maintenance District 15 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia blakeana</i>	Hong Kong orchid	3	Yes
2	<i>X. wrightii</i>	Wrightii	3	No
3	<i>Arbutus 'Marina'</i>	Marina madrona	5	No
4	<i>Carymba aparreñia</i>	Ghost gum	5	No
5	<i>Parkinsonia x 'Desert Museum'</i>	Desert Museum palo verde	5	Yes
6	<i>Ginkgo biloba</i>	ginkgo	5	No
7	<i>Platanus mexicana</i>	Mexican sycamore	7	No
8	<i>Pinus edulis</i>	Mondell Pine	7	No
9	<i>Quercus engelmannii</i>	Engelmann oak	7	No
10	<i>Quercus agrifolia</i>	Coast live oak	8	No



### Maintenance District 16 Planted Species



MAINTENANCE DISTRICT 16

### Maintenance District 16 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Lagerstroemia indica</i>	Crape myrtle	72	11%
2	<i>Pinus carolinensis</i>	Caroly Island pine	40	6%
3	<i>Platanus x hispanica</i>	London Plane	40	6%
4	<i>Cupressus enacardioides</i>	Carrot wood	33	5%
5	<i>Morus alba</i>	White mulberry	26	4%
6	<i>Koelerutaria biannata</i>	Chinese flame	25	4%
7	<i>Pinus contorta</i>	Lodgepole pine	25	4%
8	<i>Pistacia chinensis</i>	Chinese pistache	25	4%
9	<i>Schinus terebinthifolia</i>	Brazilian pepper	24	4%
10	<i>Melaleuca quinquenervia</i>	Fernbark	23	3%





*Acacia melanocylon*, blackwood acacia



*Araucarius falcatulus*, fern pine



*Aibizia julibrissin*, silk tree



*Cassia leptophylla*, gold medal ion



*Cedrus deodara*, deodar cedar



*Cercis canadensis*, eastern redbud



*Arbutus menziesii*, Marina madrone



*Bauhinia blakeana*, Hong Kong orchid tree



*Bauhinia variegata*, purple orchid tree



*Cercis occidentalis*, western redbud



*Chilopsis linearis*, desert willow



*Coccoloba aparantica*, ghost gum





*Dalbergia sissoo*, Indian rosewood



*Geijera parviflora*, Austral an willow



*Ginkgo biloba*, ginkgo



*Lagerstroemia indica*, crape myrtle



*Lophospermum confertus*, Brisbane box



*Olea europaea*, ir jilless olive



*Handroanthus heptaphyllus*, pink trumpet



*Koelreuteria bipinnata*, golderrain



*Koelreuteria paniculata*, Ch nese flame



*Parkinsonia x 'Desert Museum'*,  
Desert Mussini palo verde



*Pinus canariensis*, Canary Island pine



*Pinus eiderica*, Mondell pine



*Pinus torreyana*, Torrey pine



*Pistacia x 'Red Push'*, Red Push pistache



*Pistacia chinensis*, Chinese pistache



*Quercus agrifolia*, coast live oak



*Quercus engelmannii*, engelmann oak



*Quercus fusiformis*, escarpment oak



*Platanus mexicana*, Mexican sycamore



*Pyrus calleryana 'Aratocrat'*,  
Ar atocrat celtis pear



*Pyrus hawakamii*, evergreen pear



*Quercus hick*, holly oak



*Quercus suber*, cork oak



*Tipuana tipu*, tipu



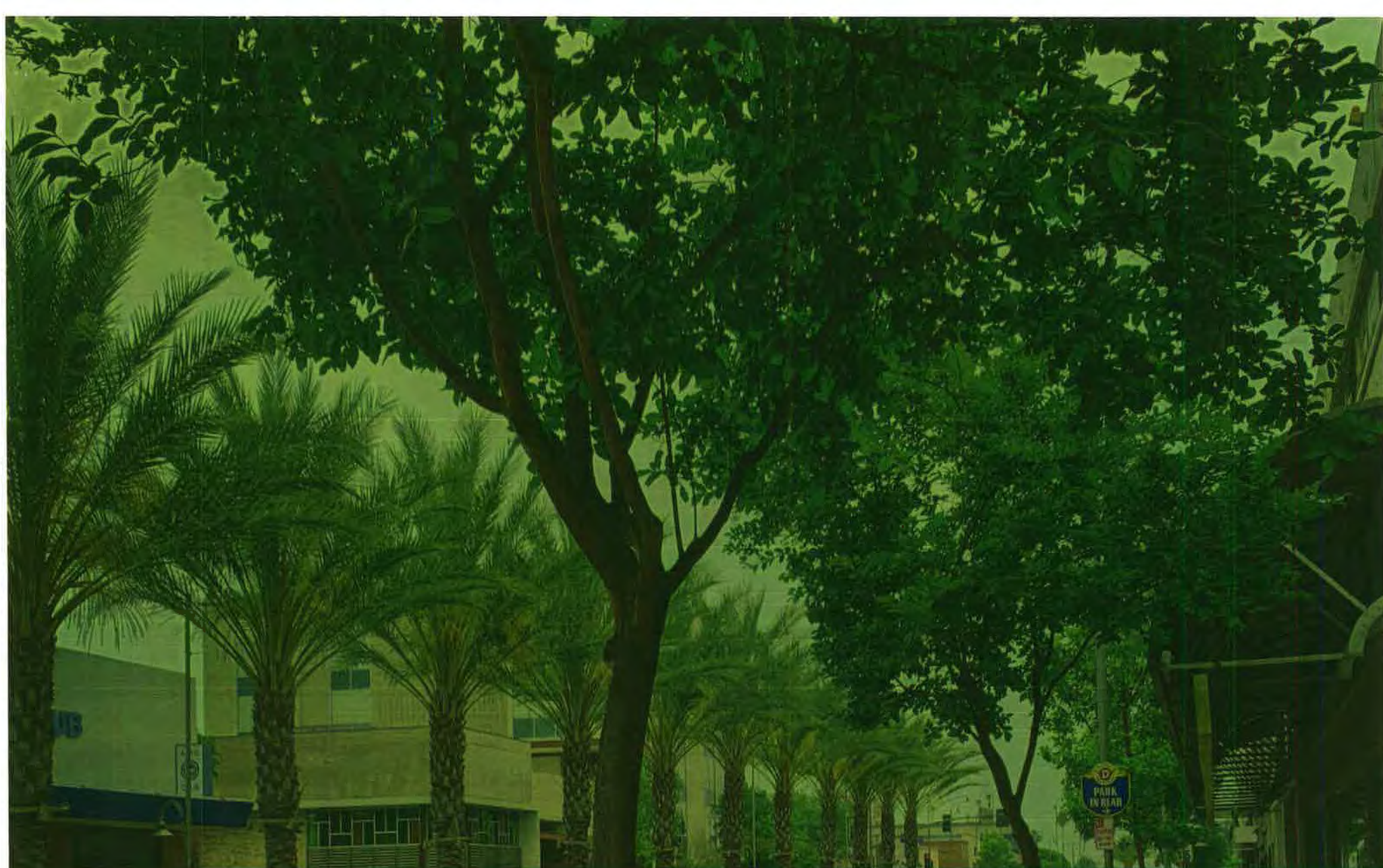


*Tristaniaopsis laurina*, water gum



x *Chitalpa tashkentensis* "Pink Dawn",  
pink dawn chitalpa

page intentionally left blank



THE CITY OF  
**DOWNEY**

URBAN FOREST MANAGEMENT PLAN

PREPARED BY  
**DUDEK**





THE CITY OF



# DOWNEY

STREET TREE MASTER PLAN

Prepared by: **DUDEK**





# Acknowledgments



## City of Downey

Dalino R. Gonzalez, Director of Public Works/City Engineer  
Josef Kokula, Superintendent of Maintenance & Facilities  
Giovanni Anador, Supervisor, Trees, Parks & Landscape  
Carol Rowland, Keep Downey Beautiful & Recycling Coordinator  
Pamela J. Pessow, Director of Parks and Recreation  
Jason Chacon, Recreation Manager  
Crystal Landavean, City Planner  
Rebecca Guerrero, Executive Secretary (retired)  
Madelaine Pineda, Executive Secretary

## Working Group

Wendy More, Council District 1 Representative  
Anthony Jones, Council District 2 Representative  
Don Lamkin, Council District 3 Representative  
Sean Bernas, Council District 3 Representative  
Catherine Pannell-Waters, Council District 4 Representative  
George Redfox, Council District 5 Representative

## Funding Provided by

California Department of Forestry and Fire Protection - Urban and Community Forestry

## Prepared By

Dudek - Urban Forestry and Fire Protection Planning



**DUDEK**

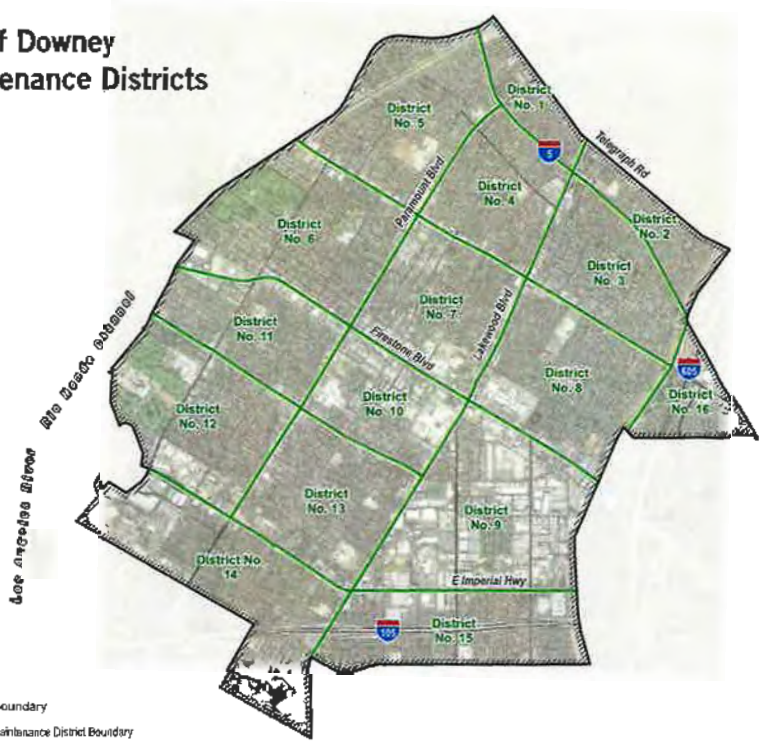
# Table of Contents

## Contents

Maintenance District 1 Planted Species	1	Maintenance District 9 Planted Species	33
Maintenance District 1 Top Ten Existing Trees	2	Maintenance District 9 Top Ten Existing Trees	34
Maintenance District 1 Vacant Sites	3	Maintenance District 9 Vacant Sites	35
Maintenance District 1 Recommended Tree Species for Planting	4	Maintenance District 9 Recommended Tree Species for Planting	36
Maintenance District 2 Planted Species	5	Maintenance District 10 Planted Species	37
Maintenance District 2 Top Ten Existing Trees	6	Maintenance District 10 Top Ten Existing Trees	38
Maintenance District 2 Vacant Sites	7	Maintenance District 10 Vacant Sites	39
Maintenance District 2 Recommended Tree Species for Planting	8	Maintenance District 10 Recommended Tree Species for Planting	40
Maintenance District 3 Planted Species	9	Maintenance District 11 Planted Species	41
Maintenance District 3 Top Ten Existing Trees	10	Maintenance District 11 Top Ten Existing Trees	42
Maintenance District 3 Vacant Sites	11	Maintenance District 11 Vacant Sites	43
Maintenance District 3 Recommended Tree Species for Planting	12	Maintenance District 11 Recommended Tree Species for Planting	44
Maintenance District 4 Planted Species	13	Maintenance District 12 Planted Species	45
Maintenance District 4 Top Ten Existing Trees	14	Maintenance District 12 Top Ten Existing Trees	46
Maintenance District 4 Vacant Sites	15	Maintenance District 12 Vacant Sites	47
Maintenance District 4 Recommended Tree Species for Planting	16	Maintenance District 12 Recommended Tree Species for Planting	48
Maintenance District 5 Planted Species	17	Maintenance District 13 Planted Species	49
Maintenance District 5 Top Ten Existing Trees	18	Maintenance District 13 Top Ten Existing Trees	50
Maintenance District 5 Vacant Sites	19	Maintenance District 13 Vacant Sites	51
Maintenance District 5 Recommended Tree Species for Planting	20	Maintenance District 13 Recommended Tree Species for Planting	52
Maintenance District 6 Planted Species	21	Maintenance District 14 Planted Species	53
Maintenance District 6 Top Ten Existing Trees	22	Maintenance District 14 Top Ten Existing Trees	54
Maintenance District 6 Vacant Sites	24	Maintenance District 14 Vacant Sites	55
Maintenance District 6 Recommended Tree Species for Planting	24	Maintenance District 14 Recommended Tree Species for Planting	56
Maintenance District 7 Planted Species	25	Maintenance District 15 Planted Species	57
Maintenance District 7 Top Ten Existing Trees	26	Maintenance District 15 Top Ten Existing Trees	58
Maintenance District 7 Vacant Sites	27	Maintenance District 15 Vacant Sites	59
Maintenance District 7 Recommended Tree Species for Planting	28	Maintenance District 15 Recommended Tree Species for Planting	60
Maintenance District 8 Planted Species	29	Maintenance District 16 Planted Species	61
Maintenance District 8 Top Ten Existing Trees	30	Maintenance District 16 Top Ten Existing Trees	62
Maintenance District 8 Vacant Sites	31	Maintenance District 16 Vacant Sites	62
Maintenance District 8 Recommended Tree Species for Planting	32	Maintenance District 16 Recommended Tree Species for Planting	64



### City of Downey Maintenance Districts



## Introduction to the Street Tree Master Plan

The City of Downey's Urban Forest Management Plan (UFMP) provides a thorough analysis and documentation of the urban forest as well as identifying long- and short-term urban forest management goals that reflect the values of the City and the community and promote the concepts of sustainable urban forest management. The UFMP encompasses key information needed to carry on the high level of tree management currently provided by the City, should staffing or other factors change the existing framework. A Street Tree Master Plan (STMP) will expand on the concepts of sustainable urban forest management outlined in the UFMP to support the City's goal to plant 30,000 trees in an effort to increase the City's tree canopy cover to 20% by 2050.

### Goals of the Street Tree Master Plan

- 1 Ensure the City can meet canopy cover goals defined in the UFMP, by determining areas of the City where resources are needed and where an injection of these resources would provide the greatest net benefit to the community.
- 2 Identify where trees can be planted and determine appropriate tree species to plant on each street, parkway, and median location.
- 3 Effectively communicate to residents, business owners, and other stakeholders how tree planting decisions are made so they will understand and support City efforts.

## Interpreting the STMP (Planted Species)

### Map 1. Planted Species

#### Map Guidelines:

The map informs where trees are planted and the percentage of vacant sites planted on each street block. The higher the percentage of sites planted (blue and green), the lower tree planting opportunities exist on a street block. Street blocks with a lower percentage of sites planted (red, orange, and yellow) are areas the City can prioritize for tree planting. The top ten species table that accompanies this map is used as a guide to determine if the maintenance district is within the species diversity range goal of the JFMP and inform the species selection recommendations for each maintenance district (Map 2, Vacant Sites).

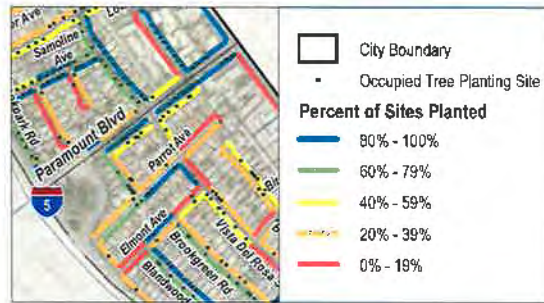
#### Method:

The Planted Species map and Top Ten Existing Tree species were developed by analyzing the City tree inventory to identify the GPS location of each planting site and associated planting site data. All data was aggregated into one of the 16 Maintenance Districts previously determined by the City.

Street Block segments are assessed on publicly available aerial data, separated by both sides of the street, and delineated by natural end points, such as street corners, cul-de-sacs, dead ends, and/or other separators in the street segment.

Planted Sites - Total Sites = % of Sites Planted

Number of Tree Species - Total Species = % of District



Maintenance District 1 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Albizia leucodermis</i>	African tulip tree	60	14%
2	<i>Leptochloa juncea</i>	brodiaea	47	11%
3	<i>Pinus caroliniana</i>	Loblolly short pine	27	6%
4	<i>Liriodendron tulipifera</i>	Tulip tree	25	6%
5	<i>Ardisia cuneata</i>	Red holly	19	5%
6	<i>Quercus agrifolia</i>	White oak	20	5%
7	<i>Asplenium platyneuron</i>	Common fern	18	4%
8	<i>Platanus occidentalis</i>	Honeylocust	17	4%
9	<i>Passiflora ligularis</i>	Common passionfruit	17	4%
10	<i>Agave americana</i>	Queen's cactus	16	4%

## Interpreting the STMP (Vacant Sites)

### Map 2. Vacant Sites

#### Map Guidelines:

The map depicts multiple data sets to determine the recommended right species to plant on individual street blocks and should be used as follows:

- Narrow down appropriate species based on overhead electrical wires or utilities. Identify on the map if the street block has overhead electrical wires or utilities, and then identify which tree species are appropriate to plant under a utility line. If yes (i.e., under a power line), species selection is limited to those listed as 'Yes'. If no utility lines are present, no species are eliminated (i.e., choose any species from the recommended list). If the street has partial cover, a field assessment is required to determine if the specific location has the presence of an overhead utility line.
- Select by the planter style and review the parkway minimum standards for each species. The planter style reflects the amount of given space on the ground to plant a tree and the parkway minimum category reflects the least amount of space required by a specific species to grow without interfering with infrastructure such as sidewalks and curbs. A tree can only be planted in a planter style that meets the parkway minimum requirements.
- After completing steps 1 and 2, select the desired species to plant in the vacant tree planting site.

#### Method:

Overhead electrical and utility lines and planter style are determined by analysis of satellite imagery and field verification. Species are selected from the Street Species List presented in the JFMP. All species are below 5% of the total for each individual maintenance district and limited in use to no more than five maintenance districts to ensure no one species exceeds 5% of the total City inventory.



Maintenance District 1 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia tomentosa</i>	Hong Kong hibiscus	3	No
2	<i>Cercis canadensis</i>	Redbud	3	No
3	<i>Chaenactis</i>	Desert willow	3	Yes
4	<i>Hesperaloe parviflora</i>	Flare cholla	3	Yes
5	<i>Leucostemone</i>	Golden cholla	5	No
6	<i>Pithecellobium dulce</i>	Desert Mimosa	5	Yes
7	<i>Ardisia cuneata</i>	Red holly	5	No
8	<i>Passiflora ligularis</i>	Common passionfruit	7	No
9	<i>Passiflora</i>	Mandarin orange	7	No
10	<i>Passiflora</i>	Passiflora	8	No

**Maintenance District 1 Planted Species**



**Maintenance District 1 Top Ten Existing Trees**

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Alfocopus talcahuus</i>	Ariaria form pine	60	14%
2	<i>Cophostemon confertus</i>	Brisbane box	47	11%
3	<i>Pinus canariensis</i>	Canary Island pine	27	6%
4	<i>Liquidambar styraciflua</i>	Sweetgum	21	5%
5	<i>Anchortoploenix cunninghamiana</i>	King pe m	20	5%
6	<i>Quercus ilex</i>	Holly oak	20	5%
7	<i>Koelreuteria bipinnata</i>	Chinese flame	18	4%
8	<i>Brachychiton populneus</i>	Kurrajong	17	4%
9	<i>Pistacia chinensis</i>	Chinese pistache	16	4%
10	<i>Lagerstroemia indica</i>	Crape myrtle	15	4%

### Maintenance District 1 Vacant Sites

MAINTENANCE DISTRICT 1



### Maintenance District 1 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia x disteana</i>	Hoag Kang orchid	3	No
2	<i>Cercis canadensis</i>	Eastern redbud	3	No
3	<i>Chilopsis linearis</i>	Desert willow	3	Yes
4	<i>Handroanthus heptaphyllus</i>	Pink trumpet	3	Yes
5	<i>Corymba aparrentia</i>	Ghost gum	5	No
6	<i>Parkinsonia x 'Desert Museum'</i>	Desert Museum palo verde	5	Yes
7	<i>Arbutus 'Marina'</i>	Marina madrone	5	No
8	<i>Debergia sesuv</i>	Inciar rosewood	7	No
9	<i>Pinus sabinna</i>	Mondel pine	7	No
10	<i>Tipuna hou</i>	Tipu	8	No



### Maintenance District 2 Planted Species



MAINTENANCE DISTRICT 2

### Maintenance District 2 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Lagerstrœmia indica</i>	Grape myrtle	88	17%
2	<i>Syagrus romanzoffiana</i>	Queen palm	38	7%
3	<i>Lophoslemon confertus</i>	Brisbane box	33	6%
4	<i>Araucopus falcatas</i>	African fan pine	31	6%
5	<i>Archontophoenix cunninghamiana</i>	King palm	24	5%
6	<i>Callistemon citrinus</i>	Lemon bottlebrush	24	5%
7	<i>Cupaniopsis anacardioides</i>	Carrot wood	20	4%
8	<i>Magnolia grandiflora</i>	South sea magnolia	17	3%
9	<i>Ginkgo biloba</i>	Ginkgo	16	3%
10	<i>Pinus canariensis</i>	Canary Island pine	15	3%



Maintenance District 2 Vacant Sites



MAINTENANCE DISTRICT 2

Maintenance District 2 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Roulinia warraneta</i>	purple orchid	3	No
2	<i>Cercis occidentalis</i>	western redbud	3	Yes
3	<i>Tristramiaopsis laurina</i>	water gum	3	No
4	<i>Albizia julibrissin</i>	silk tree	5	No
5	<i>Cassia leptocorylla</i>	gold medallion	5	Yes
6	<i>Koeberlinia paniculata</i>	goldenrain tree	5	No
7	<i>Acacia melanoxylon</i>	blackwood acacia	7	No
8	<i>Geijera parviflora</i>	Australian willow	7	No
9	<i>Pinus canariensis</i>	Canary Island pine	7	No
10	<i>Cedrus deodora</i>	cedar cedar	8	No

### Maintenance District 3 Planted Species



### Maintenance District 3 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Callistemon citrinus</i>	Lemon bottlebrush	111	13%
2	<i>Archonocaphoenix cunninghamiana</i>	King palm	77	9%
3	<i>Swags romanzoffiana</i>	Queen palm	73	8%
4	<i>Lophoslemon confertus</i>	Brisbane box	35	4%
5	<i>Cinnamomum camphora</i>	Cemphora	34	4%
6	<i>Fraxinus uhdei</i>	Evergreen ash	29	3%
7	<i>Magnolia grandiflora</i>	Southern magnolia	28	3%
8	<i>Pinus canariensis</i>	Canary Island Pine	25	3%
9	<i>Washingtonia robusta</i>	Mexican fan palm	25	3%
10	<i>Jacaranda mimosifolia</i>	Jacaranda	24	3%

**Maintenance District 3 Vacant Sites**



**Maintenance District 3 Recommended Tree Species for Planting**

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Lagerstroemia indica</i>	Crape myrtle	3	Yes
2	<i>Hemibranthos heptaphyllus</i>	Pink trumpet	3	Yes
3	<i>Fistichia x 'red dust'</i>	Red push pistache	5	No
4	<i>Pyrus calleryana 'Aristocrat'</i>	Aristocrat mallory pear	5	Yes
5	<i>Lophostemon confertus</i>	Brisbane box	5	No
6	<i>Olea europae</i>	Fruitless olive	7	Yes
7	<i>Pinus torreyana</i>	Turkey pine	7	No
8	<i>Platanus mexicana</i>	Mexican sycamore	7	No
9	<i>Quercus engelmannii</i>	Engelmann oak	7	No
10	<i>Ficusana liou</i>	Tou	8	No

**Maintenance District 4 Planted Species**



**Maintenance District 4 Top Ten Existing Trees**

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Atropis falcatifolius</i>	African 'fern pine	74	9%
2	<i>Lagerstroemia indica</i>	Crape myrtle	69	9%
3	<i>Lophostemon confertus</i>	Brisbane box	54	7%
4	<i>Archontophoenix cunninghamiana</i>	Kirri palm	52	6%
5	<i>Syagrus romanzoffiana</i>	Queen palm	42	5%
6	<i>Callistemon citrinus</i>	Lemon bottlebrush	34	4%
7	<i>Pinus canariensis</i>	Canary Island Pine	31	4%
8	<i>Ficus microcarpa</i>	Indian Laurel	29	4%
9	<i>Magnolia grandiflora</i>	Southern magnolia	26	3%
10	<i>Platanus x hispanica</i>	London Plane	21	3%



**Maintenance District 4 Vacant Sites**



**Maintenance District 4 Recommended Tree Species for Planting**

No.	Botanical Name	Common Name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia x blakeana</i>	Hong Kong orchid	3	No
2	<i>Cercis canadensis</i>	Eastern redbud	3	No
3	<i>Corymbia acoraria</i>	Ghost gum	5	No
4	<i>Perkinsonea x 'Desert Museum'</i>	Desert Museum palo verde	5	Yes
5	<i>Pistachia x red push</i>	Rec Push' pistache	5	Yes
6	<i>Quercus engelmannii</i>	Engelmann oak	7	No
7	<i>Dalbergia sissoo</i>	Indian rosewood	7	No
8	<i>Koeberlinia bipinnata</i>	Chinese flame tree	7	No
9	<i>Pinus eiderica</i>	Mondell pine	7	No
10	<i>Quercus agrifolia</i>	Coast live oak	8	No



Maintenance District 5 Planted Species



Maintenance District 5 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Attarpicus falcatu</i>	African form pine	146	9%
2	<i>Washingtonia robusta</i>	Mexican fan palm	130	8%
3	<i>Archontophoenix cunninghamiana</i>	King palm	111	7%
4	<i>Liquidambar styraciflua</i>	Sweet gum	102	6%
5	<i>Lagerstroemia indica</i>	Crape myrtle	97	6%
6	<i>Syagus romanzoffiana</i>	Queen palm	90	6%
7	<i>Jacaranda mimosifolia</i>	Jacaranda	76	5%
8	<i>Pistacia chinensis</i>	Chinese pistache	63	4%
9	<i>Pinus canariensis</i>	Canary Island pine	58	4%
10	<i>Ginkgo biloba</i>	Ginkgo	50	3%

### Maintenance District 5 Vacant Sites



MAINTENANCE DISTRICT 5

### Maintenance District 5 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia variegata</i>	Purple orchid	3	No
2	<i>Cercis occidentalis</i>	Western redwood	3	Yes
3	<i>Aibizia julibrissin</i>	Silk tree	5	No
4	<i>Cassia leptochyla</i>	Gold medallic	5	Yes
5	<i>Koelerutera paniculata</i>	Goldenrain tree	5	No
6	<i>Lachnolemon confertus</i>	Brisbane box	5	No
7	<i>Pyrus calleryana 'Aristocrata'</i>	Aristocrat callery pear	5	No
8	<i>Olea europae</i>	Fruitless olive	7	Yes
9	<i>Quercus fusiformis</i>	Escarpment oak	7	No
10	<i>Cedrus deodora</i>	Deodar Cedar	8	No

### Maintenance District 6 Planted Species



### Maintenance District 6 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Pinus canariensis</i>	Canary Island pine	287	12%
2	<i>Pinus halepensis</i>	Algerian pine	162	7%
3	<i>Acacia melanocorydon</i>	Blackwood acacia	127	5%
4	<i>Eucalyptus polyanthemis</i>	Swart dollar gum	122	5%
5	<i>Eucalyptus camaldulensis</i>	Rod river gum	121	5%
6	<i>Liquidambar styraciflua</i>	Sweetgum	109	4%
7	<i>Lagerstroemia indica</i>	Crape myrtle	102	4%
8	<i>Ulmus parvifolia</i>	Chinese elm	90	4%
9	<i>Pistacia chinensis</i>	Chinese pistache	89	4%
10	<i>Callistemon citrinus</i>	Lemon bottlebrush	80	3%

Maintenance District 6 Vacant Sites



Maintenance District 6 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia variegata</i>	Purple orchid	3	No
2	<i>Cercis canadensis</i>	Eastern redbud	3	No
3	<i>Chilopsis linearis</i>	Desert willow	3	Yes
4	<i>Albizia julibrissin</i>	Silk tree	5	No
5	<i>Pereskia ssp. 'Desert Museum'</i>	Desert Museum palo verde	5	Yes
6	<i>Quercus ilex</i>	Holly oak	5	No
7	<i>Dalbergia sissoo</i>	Indian rosewood	7	No
8	<i>Koeberlinia bipinnata</i>	Chinese larrea tree	7	No
9	<i>Quercus engelmannii</i>	Engelman oak	7	No
10	<i>Tipuana tipu</i>	Tipu	8	No



### Maintenance District 7 Planted Species



MAINTENANCE DISTRICT 7

### Maintenance District 7 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Lagotis indica</i>	Crape myrtle	219	17%
2	<i>Platanus x hispanica</i>	London plane	174	14%
3	<i>Lophostemon confertus</i>	Brisbane box	136	11%
4	<i>Archontophoenix cunninghamiana</i>	King palm	85	6%
5	<i>Callistemon citrinus</i>	Lemon bottlebrush	42	3%
6	<i>Washingtonia robusta</i>	Mexican fan palm	39	3%
7	<i>Syagrus romanzoffiana</i>	Queen palm	38	3%
8	<i>Araucaria heterophylla</i>	African fan pine	35	3%
9	<i>Ulmus parvifolia</i>	Chinese elm	32	2%
10	<i>Jacaranda mimosifolia</i>	Jacaranda	30	2%





### Maintenance District 8 Planted Species



### Maintenance District 8 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Lagerstroemia indica</i>	Crape myrtle	135	11%
2	<i>Lophosolen contortus</i>	Brisbane box	111	9%
3	<i>Pinus canariensis</i>	Canary Island pine	79	7%
4	<i>Araucaria falcatus</i>	Atican torii pine	74	6%
5	<i>Syagrus romanzoffiana</i>	Queen palm	51	4%
6	<i>Archontophoenix cunninghamiana</i>	King palm	50	4%
7	<i>Pistacia chinensis</i>	Chinese pistache	46	4%
8	<i>Magnolia grandiflora</i>	Southern magnolia	42	4%
9	<i>Chitalpa tashkentensis</i>	Chitalpa	35	3%
10	<i>Cinnamomum camphora</i>	Camphor	34	3%

**Maintenance District 8 Vacant Sites**



**Maintenance District 8 Recommended Tree Species for Planting**

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia variegata</i>	Purple orchid	3	No
2	<i>Cercis occidentalis</i>	Western redbud	3	Yes
3	<i>x Chitalpa fashkentensis</i>	Chitalpa	3	No
4	<i>Panicum x 'Desert Museum'</i>	Desert Museum palo verde	5	Yes
5	<i>Albizia julibrissin</i>	Silk tree	5	No
6	<i>Koeberlinia paniculata</i>	Goldenrain tree	5	No
7	<i>Geijera parviflora</i>	Australian yamboo	7	No
8	<i>Koeberlinia lupaninella</i>	Chinese flame tree	7	No
9	<i>Pinus canariensis</i>	Canary island pine	7	No
10	<i>Quercus suber</i>	Cork oak	7	No

### Maintenance District 9 Planted Species

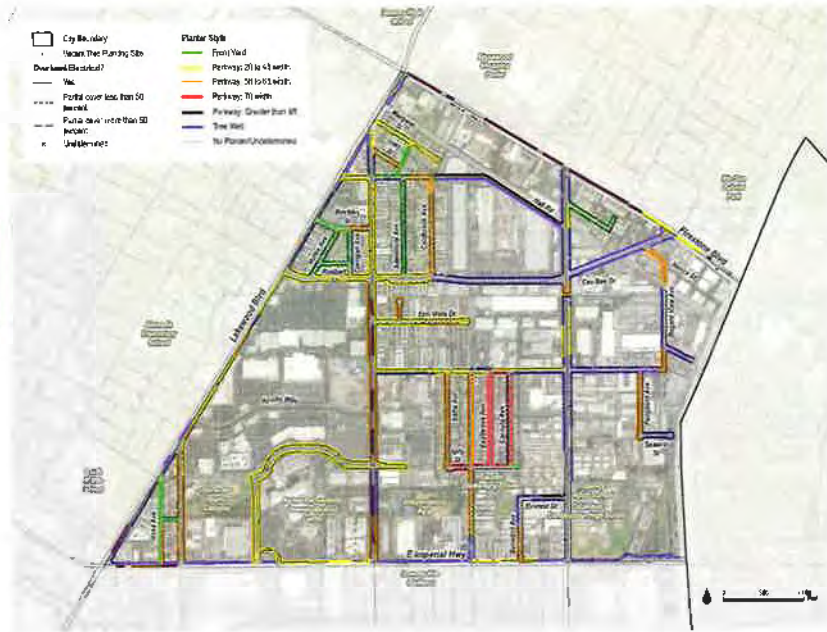


### Maintenance District 9 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Triadica sebifera</i>	Chinese Tallow	219	15%
2	<i>Fraxinus velutina</i> 'Rio Grande'	Fan-Tex ash	118	8%
3	<i>Afrorpus fasciatus</i>	African larn pine	109	7%
4	<i>Liquidambar styraciflua</i>	Sweetgum	66	4%
5	<i>Pinus ularica</i>	Modell pine	60	4%
6	<i>Fraxinus angustifolia</i> 'Raywood'	Raywood ash	57	4%
7	<i>Lagerstroemia indica</i>	Crape myrtle	51	3%
8	<i>Xylocopa congesta</i>	Shiny xylocopa	51	3%
9	<i>Koelreuteria bipinnata</i>	Chinese flame	49	3%
10	<i>Prunus caroliniana</i>	Carolina laurel cherry	48	3%



### Maintenance District 9 Vacant Sites



### Maintenance District 9 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Lagerstœmia indica</i>	Craoba myrtle	3	Yes
2	<i>Cercis occidentalis</i>	Western redbud	3	Yes
3	<i>Arbutus 'magna'</i>	Marina macrodon	5	No
4	<i>Koeleria paniculata</i>	Goldenrain tree	5	No
5	<i>Quercus ilex</i>	Holly oak	5	No
6	<i>Pistachia x red push</i>	'Red Push' pistache	5	No
7	<i>Acacia melanoxylon</i>	Blackwood acacia	7	No
8	<i>Geijera paniculata</i>	Australian willow	7	No
9	<i>Pinus torreyana</i>	Torrey pine	7	No
10	<i>Quercus super</i>	Cork oak	8	No



Maintenance District 10 Planted Species



Maintenance District 10 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Lagerstroemia indica</i>	Crape myrtle	64	11%
2	<i>Laprostemon confertus</i>	Brisbane box	60	10%
3	<i>Fraxinus velutina</i> 'Rio Grande'	Fan-Tex ash	56	10%
4	<i>Jacaranda mimosifolia</i>	Jacaranda	41	7%
5	<i>Callistemon citrinus</i>	Leitch bottlebrush	25	4%
6	<i>Araucaria heterophylla</i>	African fern pine	23	4%
7	<i>Tristania laurina</i>	Water gum	23	4%
8	<i>Phoenix dactyloctenax</i>	Dale palm	20	3%
9	<i>Washingtonia robusta</i>	Mexican fan palm	20	3%
10	<i>Lagerstroemia indica</i> 'Pink'	Pink crape myrtle	18	3%

Maintenance District 10 Vacant Sites



MAINTENANCE DISTRICT 10

Maintenance District 10 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Cercis canadensis</i>	eastern redbud	3	Yes
2	<i>Hendranthus heptaphyllus</i>	Pink trumpet	3	Yes
3	<i>x Chitalpa tashkentensis</i>	Chitalpa	3	No
4	<i>Quercus ilex</i>	Holly oak	5	No
5	<i>Cassia leptostylos</i>	Gold medallion	5	Yes
6	<i>Ginkgo biloba</i>	Ginkgo	5	No
7	<i>Acacia melanoxylon</i>	Blackwood acacia	7	No
8	<i>Geijera parvifolia</i>	Australian willow	7	No
9	<i>Pinus torreyana</i>	Torrey pine	7	No
10	<i>Cedrus deodora</i>	cedar cedar	8	No

### Maintenance District 11 Planted Species



**MAINTENANCE DISTRICT 11**

### Maintenance District 11 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Azadirachta indica</i>	African fern pine	116	13%
2	<i>Lagerstroemia indica</i>	Crape myrtle	105	12%
3	<i>Lophospermum confertus</i>	Briarbane box	83	9%
4	<i>Callistemon citrinus</i>	Common bottlebrush	48	5%
5	<i>Jacaranda mimosifolia</i>	Jacaranda	42	5%
6	<i>Cinnamomum camphora</i>	Camphor	38	4%
7	<i>Magnolia grandiflora</i>	Southern magnolia	27	3%
8	<i>Chilopsis salicifolia</i>	Chilalpa	26	3%
9	<i>Syagrus romanoffiana</i>	Queen palm	26	3%
10	<i>Ligustrum lucidum</i>	Glossy privet	21	2%

Maintenance District 11 Vacant Sites



Maintenance District 11 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Chilopsis linearis</i>	Desert willow	3	Yes
2	<i>Hesperaloe parviflora</i>	Pink trumpet	3	Yes
3	<i>Pyrus calleryana 'Aristocrat'</i>	Aristocrat callery pear	5	No
4	<i>Arbutus menziesii</i>	Marina madrona	5	No
5	<i>Quercus ilex</i>	Holly oak	5	No
6	<i>Cassia leptophylla</i>	Gold medallion	5	Yes
7	<i>Acacia melanocorydon</i>	Blackwood acacia	7	No
8	<i>Platanus mexicana</i>	Mexican sycamore	7	No
9	<i>Quercus fusiformis</i>	Escarpment oak	7	No
10	<i>Quercus suber</i>	Cork oak	7	No



### Maintenance District 12 Planted Species



MAINTENANCE DISTRICT 12

### Maintenance District 12 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Cinnamomum camphora</i>	Campfire	131	13%
2	<i>Lagerstroemia indica</i>	Crape myrtle	89	9%
3	<i>Ulmus parvifolia</i>	Chinese elm	78	8%
4	<i>Azadirachta indica</i>	African neem tree	44	4%
5	<i>Cycas revoluta</i>	Sago palm	42	4%
6	<i>Pistacia chinensis</i>	Chinese pistache	38	4%
7	<i>Syagrus romanzoffiana</i>	Queen palm	35	4%
8	<i>Cupaniopsis anacardioides</i>	Carrot wood	34	3%
9	<i>Lochostemon confertus</i>	Eriostema box	31	3%
10	<i>Liquidambar styraciflua</i>	Sweetgum	29	3%



**Maintenance District 12 Vacant Sites**



**Maintenance District 12 Recommended Tree Species for Planting**

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia variegata</i>	Purple orchid	3	No
2	<i>X Chitalpa tashkentensis</i>	Chitalpa	3	No
3	<i>Pyrus calleryana 'Aristocrat'</i>	Aristocrat callery pear	5	No
4	<i>Cassia leptophylla</i>	Gold medallion	5	Yes
5	<i>Ginkgo biloba</i>	Ginkgo	5	No
6	<i>Acacia melanoxylon</i>	Blackwood acacia	7	No
7	<i>Gutierrezia parvifolia</i>	Australian willow	7	No
8	<i>Platanus mexicana</i>	Mexican sycamore	7	No
9	<i>Cedrus deodora</i>	Deodar Cedar	8	No
10	<i>Quercus agrifolia</i>	Coast live oak	8	No

### Maintenance District 13 Planted Species



MAINTENANCE DISTRICT 13

### Maintenance District 13 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Lagerstroemia indica</i>	Grape myrtle	118	9%
2	<i>Fraxinus velutina</i> 'Rio Grande'	Fan-Tox ash	81	6%
3	<i>Azadirachta indica</i>	African neem tree	67	5%
4	<i>Jacaranda mimosifolia</i>	Jacaranda	58	4%
5	<i>Pistacia chinensis</i>	Chinese pistache	56	4%
6	<i>Syagrus romanzoffiana</i>	Queen palm	55	4%
7	<i>Cinnamomum camphora</i>	Camphor	54	4%
8	<i>Liquidambar styraciflua</i>	Sweetgum	52	4%
9	<i>Fraxinus angustifolia</i> 'Raywood'	Raywood ash	49	4%
10	<i>Magnolia grandiflora</i>	Southern magnolia	49	4%

Maintenance District 13 Vacant Sites



MAINTENANCE DISTRICT 13

Maintenance District 13 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Ruellia y. hispanica</i>	Herb King orchid	3	No
2	<i>Chilopsis linearis</i>	Desert willow	3	Yes
3	<i>Tristaniaopsis laurina</i>	Water gum	3	No
4	<i>Corymbia acarreringia</i>	Ghost gum	5	No
5	<i>Koeleruteria paniculata</i>	Golden rain tree	5	No
6	<i>Parrysonia x Desert Museum</i>	Desert Museum palo verde	5	Yes
?	<i>Artobus 'Marina'</i>	Marina red drone	5	No
8	<i>Pistacia chinensis</i>	Chinese pistache	7	No
9	<i>Pinus eddarica</i>	Mondell Pine	7	No
10	<i>Tiquena tipu</i>	Tipu	8	No

### Maintenance District 14 Planted Species



### Maintenance District 14 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Azadirachta indica</i>	African 'ern pine	174	9%
2	<i>Platanus x hispanica</i>	London Plane	144	7%
3	<i>Magnolia grandiflora</i>	Southern magnolia	111	6%
4	<i>Cinnamomum camphora</i>	Camtator	99	5%
5	<i>Jacaranda mimosifolia</i>	Jacaranda	82	4%
6	<i>Liquidambar styraciflua</i>	Sweetgum	79	4%
7	<i>Pinus canariensis</i>	Canary Island pine	79	4%
8	<i>Fraxinus angustifolia</i> 'Raywood'	Raywood ash	73	4%
9	<i>Pistacia chinensis</i>	Chinese pistache	73	4%
10	<i>Lagerstroemia speciosa</i>	Grape myrtle	63	3%



Maintenance District 14 Vacant Sites



Maintenance District 14 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Chilopsis linearis</i>	Desert willow	3	Yes
2	<i>Cercis canadensis</i>	eastern redbud	3	Yes
3	<i>Pistachia x 'red push'</i>	Red Push pistache	5	No
4	<i>Lophostemon confertus</i>	Bristane box	5	No
5	<i>Olea europae</i>	Fruitless olive	7	Yes
6	<i>Pinus torreyana</i>	Torrey pine	7	No
7	<i>Quercus engelmannii</i>	Engelmann oak	7	No
8	<i>Quercus suber</i>	Cork oak	7	No
9	<i>Quercus agrifolia</i>	Coast live oak	8	No
10	<i>Tipuana tipu</i>	Tioui	8	No



### Maintenance District 15 Planted Species



MAINTENANCE DISTRICT 15

### Maintenance District 15 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Atrocarpus falcatulus</i>	African fern pine	122	8%
2	<i>Pinus canariensis</i>	Canary Island pine	121	8%
3	<i>Fraxinus angustifolia</i> 'Raywood'	Raywood ash	115	8%
4	<i>Lophostemon confertus</i>	Brisbane box	97	6%
5	<i>Pipturus x hispanica</i>	London Plane	82	5%
6	<i>Lagerstroemia indica</i>	Crape myrtle	76	5%
7	<i>Cinnamomum camphora</i>	Camphor	72	5%
8	<i>Magnolia grandiflora</i>	Southern magnolia	58	4%
9	<i>Koeleruteria bipinnata</i>	Chinese flame	55	4%
10	<i>Pistacia chinensis</i>	Chinese pistache	52	3%

### Maintenance District 15 Vacant Sites



### Maintenance District 15 Recommended Tree Species for Planting

No.	Botanical name	Common name	Parkway Minimum (feet)	Plant Under Utility Line
1	<i>Bauhinia blakeana</i>	Hoia Kong orchid	3	Yes
2	<i>x Chitalpa tashkentensis</i>	Chitalpa	3	No
3	<i>Arbutus 'Marina'</i>	Marina madroña	5	No
4	<i>Corymbia spartea</i>	Ghost gum	5	No
5	<i>Pavlovskia x 'Desert Museum'</i>	Desert Museum palo verde	5	Yes
6	<i>Cinnia bicolor</i>	ginko	5	No
7	<i>Pistacia mexicana</i>	Mexican sycamore	7	No
8	<i>Pinus edulis</i>	Mondell Pine	7	No
9	<i>Quercus engelmannii</i>	Engelmann oak	7	No
10	<i>Quercus agrifolia</i>	Coast live oak	8	No

### Maintenance District 16 Planted Species



MAINTENANCE DISTRICT 16

### Maintenance District 16 Top Ten Existing Trees

No.	Botanical name	Common name	Total	% of District Inventory
1	<i>Lagerstroemia indica</i>	Crape myrtle	77	11%
2	<i>Pinus canariensis</i>	Canary Island pine	40	5%
3	<i>Platanus x hispanica</i>	London Plane	40	6%
4	<i>Cupaniopsis anacardioides</i>	Carroll wood	33	5%
5	<i>Morus alba</i>	White mulberry	26	4%
6	<i>Koelreuteria bipinnata</i>	Chinese flame	25	4%
7	<i>Pinus contorta</i>	Lodgepole pine	25	4%
8	<i>Pistacia chinensis</i>	Chinese pistache	25	4%
9	<i>Schinus terebinthifolia</i>	Brazilian pepper	24	4%
10	<i>Maleitoca guinquenaria</i>	Peperbark	23	3%







*Acacia melanoxylon*, blackwood acacia



*Araucarias falcatulus*, fern pine



*Albizia julibrissin*, silk tree



*Cassia leptophylla*, gold medalist



*Cedrus deodara*, coast cedar



*Cercis canadensis*, eastern redbud



*Arbutus menziesii*, Marina madrone



*Bauhinia blakeana*, Hong Kong orchid



*Bauhinia variegata*, purple orchid



*Cercis occidentalis*, western redbud



*Chilopsis linearis*, desert willow



*Corymbia aparanninix*, ghost gum





*Dalbergia sissoo*, Indian rosewood



*Geijera parviflora*, Australian willow



*Ginkgo biloba*, ginkgo



*Lagerstroemia indica*, crisp myrtle



*Lophostemon confertus*, Brisbane box



*Olea europaea*, fruitless olive



*Hamelianthus heptaphyllus*, pink trumpet



*Koelreuteria bipinnata*, golcarrain



*Koelreuteria paniculata*, Chinese flame



*Parkinsonia x 'Desert Museum'*,  
Desert Museum palo verde



*Pinus canariensis*, Canary Island pine



*Pinus edulis*, Mandill pine



*Pinus torreyana*, Torrey pine



*Pistacia* x 'Red Pisoni', Red Pisoni pistachio



*Pistacia chinensis*, Chinese pistache



*Quercus agrifolia*, coast live oak



*Quercus engelmannii*, engelmann oak



*Quercus fusiformis*, escarpment oak



*Platanus mexicana*, Mexican sycamore



*Pyrus calleryana* 'Aristocrat', Aristocrat callery pear



*Pyrus hawokami*, evergreen pear



*Quercus sax*, holly oak



*Quercus suber*, cork oak



*Ficus*, figu



*Tristaniopsis laurina*, water gum



× *Chitalpa tashkentensis* 'Pink Dawn',  
pink dawn chitalpa

page intentionally left blank





THE CITY OF

# DOWNEY

STREET TREE MASTER PLAN



PREPARED BY:

**DUDEK**



Item No.

**APPROVED BY  
CITY MANAGER**

**TO: MEMBERS OF THE CITY COUNCIL**

**FROM: OFFICE OF THE CITY COUNCIL  
BY: CATHERINE ALVAREZ, COUNCIL MEMBER**

**DATE: MARCH 23, 2021**

**SUBJECT: APPOINTMENT TO THE PERSONNEL ADVISORY BOARD, DISTRICT 3**

---

**RECOMMENDATION**

That the City Council adopt the attached Resolution:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY  
APPROVING THE APPOINTMENT OF PHILIP LEE SQUIRE TO THE  
PERSONNEL ADVISORY BOARD FOR COUNCIL DISTRICT 3.**

**DISCUSSION**

I recommend approval of the following appointment:

PERSONNEL ADVISORY BOARD  
Philip Lee Squire

**CITY COUNCIL PRIORITIES**

Quality of Life, Neighborhood & Infrastructure  
Public Engagement

**FISCAL IMPACT**

There is no fiscal impact

**ATTACHMENTS**

Attachment A: Resolution



**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE APPOINTMENT OF PHILIP LEE SQUIRE TO THE PERSONNEL ADVISORY BOARD FOR COUNCIL DISTRICT 3.**

**THE CITY COUNCIL OF THE CITY OF DOWNEY DOES RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Clerk shall certify to the adoption of this Resolution.

**SECTION 2.** Philip Lee Squire is hereby appointed to the Personnel Advisory Board for Council District 5 for the term expiring December 2024.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution and transmit a copy thereof to the appointee.

**APPROVED AND ADOPTED** this 23<sup>rd</sup> day of March, 2021.

---

CLAUDIA M. FROMETA, Mayor

**ATTEST:**

---

MARIA ALICIA DUARTE, CMC  
City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a Regular meeting held on the 23<sup>rd</sup> day of March, 2021 by the following vote to wit:

AYES:	Council Members:	None.
NOES:	Council Member:	None.
ABSENT:	Council Member:	None.
ABSTAIN:	Council Member:	None.

---

MARIA ALICIA DUARTE, CMC  
City Clerk



Item No.

APPROVED BY  
CITY MANAGER

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OFFICE OF THE CITY MANAGER  
BY JAMES MCQUEEN, DIRECTOR HUMAN RESOURCES

DATE: MARCH 23, 2021

SUBJECT: ADOPTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DOWNEY AND THE DOWNEY CITY EMPLOYEES'  
ASSOCIATION – MISCELLANEOUS UNIT

---

### RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY CITY EMPLOYEES' ASSOCIATION – MISCELLANEOUS UNIT (APRIL 1, 2021 – MARCH 31, 2023).**

### BACKGROUND

At its meeting on February 23, 2021, the City Council authorized John Oskoui, Assistant City Manager and James McQueen, Director of Human Resources, as the City's representatives to begin labor negotiations with the Downey City Employees' Association- Miscellaneous Unit (MISC) for a successor Memorandum of Understanding (MOU). The current MOU is scheduled to expire on March 31, 2021. The first meeting of the City's labor negotiations process was held on February 24, 2021 and a Tentative Agreement on the successor MOU was reached between the parties on March 15, 2021.

### DISCUSSION

An agreement has been reached between the City and the MISC on a successor MOU for the two year term of April 1, 2021 to March 31, 2023. The MISC currently represents approximately 74 employees in classifications that perform administrative, technical, supervisory, and professional duties. The MOU includes the following negotiated provisions with substantive economic impact:

- Across the board pay increases for all represented classifications: 2% effective the start of the pay period that includes April 1, 2021; and 2% effective the start of the pay period that includes April 1, 2022.
- Continuation of employee ("Classic" member) 5% cost sharing of reportable earnings towards City's CalPERS pension costs for the 2.7% @ age 55

retirement formula and no other changes to current employee pick up of member contribution for second tier (2% at age 60) and third tier (2% at age 62) retirement formulas; and,

- Continuation of City contribution towards employee medical insurance of up to second highest PPO (Preferred Provider Option) premium rates (Los Angeles County Region) offered by CalPERS.

In addition to economic items, other revised or added contract language changes are included based on the need to clarify or update provisions in accordance with practice or law as follows:

- Medical opt out money to be paid to employee as taxable earnings in connection with legal requirements.
- Overtime language revision to state that opt out money is not included in overtime rate unless required by law.
- Incorporate side letter language adopted by council September 8, 2020 and November 27, 2018.
- Re-opener provision during the term of the MOU to discuss labor cost saving measures.
- Language adjustments removing historical provisions and dates.

The negotiated provisions have been ratified by the Association membership. This Memorandum of Understanding is a product of a labor negotiation process involving the MISC and City management representatives. Labor negotiations were completed in accordance with State law and the City's Employer-Employee Relations Ordinance and personnel rules and regulations.

## **CITY COUNCIL PRIORITIES**

Fiscal Responsibility

## **FISCAL IMPACT**

The Agreement represents increased personnel costs in the approximate amounts of \$157,948 in Contract Year 1 and \$163,507 in Contract Year 2.

## **ATTACHMENTS**

Attachment A: Resolution

Attachment B: MISC MOU (April 1, 2021 – March 31, 2023)

**RESOLUTION NO. 21-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY CITY EMPLOYEES' ASSOCIATION – MISCELLANEOUS UNIT (APRIL 1, 2021 – MARCH 31, 2023).**

**WHEREAS**, the City of Downey, hereinafter referred to as "City," and the Downey City Employees' Association- Miscellaneous Unit hereinafter referred to as "MISC" have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and Employee Relations Ordinance 1118; and

**WHEREAS**, the City and the MISC have memorialized the Agreement in a written Memorandum of Understanding.

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

**SECTION 1.** The Memorandum of Understanding between the City and the MISC, attached hereto, is hereby approved in substantially the form thereof together with any additions thereto or changes therein deemed necessary or advisable by the City Manager.

**SECTION 2.** The Assistant City Manager and Director of Human Resources are authorized to sign the Memorandum of Understanding.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 23<sup>rd</sup> day of March, 2021.

\_\_\_\_\_  
CLAUDIA FROMETA, Mayor

ATTEST:

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC  
City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a regular meeting held on the 23<sup>rd</sup> day of March, 2021, by the following vote, to wit:

AYES:	Council Members:
NOES:	Council Member:
ABSENT:	Council Member:
ABSTAIN:	Council Member:

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC  
City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CITY OF DOWNEY**  
**AND**  
**THE DOWNEY CITY EMPLOYEES' ASSOCIATION -**  
**MISCELLANEOUS UNIT**

**April 1, 2021 – March 31, 2023**



# Table of Contents

ARTICLE I.....	1
RECOGNITION.....	1
ARTICLE II.....	1
NON-DISCRIMINATION .....	1
ARTICLE III.....	1
BASIC COMPENSATION PLAN .....	1
Section 1. Salary Increases.....	1
Section 2. The Plan of Salary Schedules.....	2
Section 3. Eligibility for Merit Salary Advancement.....	2
Section 4. Salary Schedule Step Reduction .....	3
Section 5. Longevity Pay .....	3
Section 6. Eligibility for Promotion Increases.....	3
Section 7. Acting Pay .....	3
Section 8. Out-Of-Class Pay.....	4
Section 9. Bilingual Pay.....	4
Section 10. Supervising Librarian Assignment Pay (Supervisory Premium) .....	4
Section 11. Water System Operator Certificate Pay .....	4
Section 12. Hazardous Material/Fire Inspector .....	5
Section 13. Fire Mechanic Pay (Education Incentive).....	5
Section 14. Pesticide Applicator’s License Pay .....	5
Section 15. Commercial Licensed Driver Pay.....	5
Section 16. Safety Shoe Allowance.....	6
Section 17. Calculating the Value of Special Compensation.....	6
Section 18. Uniforms .....	6
ARTICLE IV .....	7
WORK WEEK .....	7
Section 1. Work Week.....	7
Section 2. 4/10 Work Schedule .....	7
Section 3. Voluntary Reduction of Full Time Hours.....	7
ARTICLE V .....	8
OVERTIME .....	8
Section 1. Compensation for Overtime .....	8
Section 2. No Pyramiding .....	8
Section 3. Discouragement of Overtime .....	8

Section 4. When Absent From Duty .....	9
ARTICLE VI .....	9
COMPENSATION FOR SPECIAL CALL-BACK DUTY.....	9
ARTICLE VII .....	9
HOLIDAYS.....	9
ARTICLE VIII .....	10
VACATION.....	10
Section 1. Accruals.....	10
Section 2. Accrual Limits .....	10
Section 3. Vacation Approval .....	10
Section 4. Vacation Pay-out. ....	10
Section 5. Accrual Calculation .....	11
ARTICLE IX .....	11
NON-PAID LEAVE OF ABSENCE .....	11
Section 1. Leave of Absence.....	11
Section 2. Written Notice of Intent to Return.....	11
Section 3. Outside Employment While On Leave .....	11
ARTICLE X .....	11
SICK LEAVE .....	11
Section 1. Sick Leave Accruals. ....	11
Section 2. Use of Protected Sick Leave.....	12
Section 3. Accrued Sick Leave Benefit.....	12
Section 4. Fitness for Duty .....	13
ARTICLE XI .....	13
OTHER USES OF SICK LEAVE .....	13
Section 1. Sick Leave Conversion on Retirement or Death. ....	13
Section 2. Sick Leave Conversion to Vacation .....	13
Section 3. Bereavement Leave.....	14
Section 4. Personal Leave.....	14
Section 5. Employee Disability Leave Benefit.....	14
ARTICLE XII .....	15
OTHER LEAVES.....	15
Section 1. Workers' Compensation Injury On Duty (IOD) Leave.....	15
Section 2. Military Leave .....	15
Section 3. Jury Duty .....	16
Section 4. Pregnancy Disability Leave.....	16

Section 5. Family Leave .....	16
Section 6. "Child-Related Activities" Leave .....	16
Section 7. Consultation of Human Resources .....	16
ARTICLE XIII .....	16
FRINGE BENEFIT ADMINISTRATION .....	16
Section 1. Administration.....	16
Section 2. Selection and Funding .....	16
Section 3. Changes .....	17
ARTICLE XIV .....	17
HEALTH, DENTAL AND OTHER COVERAGE .....	17
Section 1. Medical Insurance .....	17
Section 2. Dental Insurance .....	19
Section 3. Life Insurance.....	19
Section 4. Long Term Disability Insurance.....	19
Section 5. Employee Assistance Program (EAP).....	19
ARTICLE XV .....	19
RETIREMENT.....	19
Section 1. CalPERS Retirement Plan .....	19
Section 2. First Tier Retirement Formula .....	19
Section 3. Second Tier Retirement Formula .....	20
Section 4. Third Tier ("PEPRA" Tier) Retirement Formula .....	21
Section 5. Survivor/Death Benefits .....	21
Section 6. City Contribution to Retiree Retirement Health Savings (RHS) Plan .....	21
ARTICLE XVI .....	23
TUITION REIMBURSEMENT.....	23
ARTICLE XVII .....	23
PROBATIONARY PERIOD .....	23
Section 1. Appointment .....	23
Section 2. Status of Probation .....	23
Section 3. End of Probation.....	23
Section 4. Rejection Following Promotion .....	23
ARTICLE XVIII .....	24
SENIORITY.....	24
Section 1. Definition .....	24
Section 2. Layoffs.....	24
Section 3. Loss of Seniority Rights .....	24

Section 4. Re-Employment List .....	24
Section 5. Layoff Notice and Severance Pay.....	24
ARTICLE XIX.....	25
CITY RIGHTS .....	25
ARTICLE XX.....	26
EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES .....	26
Section 1. New Employee Orientation. ....	26
Section 2. Dues Deductions .....	26
Section 3. Release Time for Meet and Confer .....	26
Section 4. Maintenance of Membership.....	26
Section 5. Indemnification .....	27
ARTICLE XXI.....	27
NO STRIKE - NO LOCKOUT .....	27
ARTICLE XXII.....	28
GRIEVANCE PROCEDURE .....	28
Section 1. Grievance .....	28
Section 2. Conduct of the Grievance Procedure.....	28
Section 3. Grievance Procedure Steps.....	28
ARTICLE XXIII.....	30
MISCELLANEOUS.....	30
Section 1. Substance Abuse Policy .....	30
Section 2. Department of Transportation (DOT) Controlled Substance and Alcohol Testing Program.....	31
Section 3. Labor-Management Committee .....	32
Section 4. Transfer Rights .....	32
Section 5. Rest Periods/Breaks.....	32
ARTICLE XXIV.....	33
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING.....	33
ARTICLE XXV.....	33
WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT.....	33
ARTICLE XXVI.....	33
RE-OPENER.....	33
ARTICLE XXVII.....	34
EMERGENCY WAIVER PROVISION .....	34
ARTICLE XXVIII.....	34
SEPARABILITY.....	34
ARTICLE XXIX.....	34

TERM OF THIS MEMORANDUM OF UNDERSTANDING.....34  
ARTICLE XXX.....35  
RATIFICATION AND EXECUTION .....35  
EXHIBIT A .....36  
CLASSIFICATIONS REPRESENTED BY THE DOWNEY CITY EMPLOYEES ASSOCIATION  
- MISCELLANEOUS UNIT .....36  
EXHIBIT B .....38  
JOB FAMILIES.....38  
EXHIBIT C .....40  
PAY SCHEDULE EFFECTIVE MARCH 22, 2021 .....40  
PAY SCHEDULE EFFECTIVE MARCH 21, 2022 .....41



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DOWNEY AND  
THE DOWNEY CITY EMPLOYEES' ASSOCIATION - MISCELLANEOUS UNIT**

**ARTICLE I**

**RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City of Downey, the City of Downey (hereinafter called the "City") has recognized the Downey City Employees' Association (hereinafter called the "Association") as the recognized majority representative of all full-time employees and one "grandfathered" part-time employee (who worked an average of 30 hours per week for a period of time) covered in a classification listed on Exhibit A. The City has recognized the Association for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500 etc. seq. and the Employee Relations Ordinance of the City when City rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

**ARTICLE II**

**NON-DISCRIMINATION**

**Section 1.** The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employee Relations Ordinance and Government Code Sections 3500 and 3511.

**Section 2.** The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, marital status, age, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.

**Section 3.** Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

**Section 4.** The City and the Association agree to comply with applicable federal and state laws and regulations regarding the employment of the disabled.

**ARTICLE III**

**BASIC COMPENSATION PLAN**

**Section 1. Salary Increases.**

**A.** Employees in classifications covered by this Memorandum of Understanding as

referenced in Exhibit A shall receive the following pay increases based on the following pay range adjustments:

1. Effective the start of the pay period that includes April 1, 2021, a two percent (2%) across the board base pay range increase.
2. Effective the start of the pay period that includes April 1, 2022, a two percent (2%) across the board base pay range increase.

## **Section 2. The Plan of Salary Schedules.**

**A. Description of Schedules.** The pay plan consists of a set of monthly/hourly pay schedules. Each schedule is designated by a schedule number. Each schedule consists of five (5) steps of monthly/hourly compensation, each of which is designated by a step letter.

**B. Hourly Equivalent Calculation.** For payroll purposes, the hourly equivalent of a monthly rate shall be computed by dividing the monthly rate by 173.333 hours worked per month (40 hours per week times 52 weeks in a year divided by 12 months in a year).

## **Section 3. Eligibility for Merit Salary Advancement.**

### **A. Eligibility for Salary Step Increases.**

1. Salary step increases shall be considered on a merit basis only, and then only at the following times, and in accordance with subsection B below.
2. All full time appointments shall be made at the first step of the salary schedule assigned that class, unless prior written approval of the City Manager is obtained for appointments at a higher step in the assigned schedule.
3. No salary advancements shall be made so as to exceed the maximum rate established in the salary schedule for the class to which the employee's position is allocated.

### **B. Qualification for Salary Step Advancement.**

1. Advancement shall not be automatic but, shall be based upon merit, dependent upon increased service value of an employee to the City as exemplified by recommendations of his supervisor, length of service, performance record, special training undertaken, and other objective evidence.
2. Only employees rated as meeting the standard of work performance expected of City employees shall be qualified to advance to the salary steps B, C, D and E.
3. If an employee does not receive a merit increase as a result of the performance evaluation, the employee may appeal through the grievance procedure.

### **C. Merit Evaluation.**

1. Every employee shall receive an objective, written job performance rating, no

sooner than three (3) weeks before, no later than five (5) working days before the date of eligibility for each salary step, merit longevity or hourly increase, and annually thereafter, and upon a change of employment status. Nothing in this Section shall prohibit the department head or authorized supervisor from giving an additional objective rating to an employee between those periods of time described in this Section.

2. It shall be the duty of the department head to delegate the responsibility of every employee's rating to that level of supervision having immediate knowledge of the employee's work. An employee shall be rated by his immediate supervisor and that rating shall be reviewed by the department head.

**Section 4. Salary Schedule Step Reduction.** Whenever an employee's work performance falls below the level for which a step increase was granted, an employee's authorized pay may be reduced to the employee's previous step rate under written procedures established by the City for demotions and reduction in pay.

**Section 5. Longevity Pay.**

**A. Eligibility for Longevity Pay.** As early as at least July 1, 2011, regular employees who have completed ten (10) and twenty (20) years of service with the City of Downey have and shall continue to receive longevity pay adjustments as follows:

<u>Service</u>	<u>Compensation Adjustment</u>
10 years	5.5000%
20 years	8.4020%

Longevity pay is effective the start of the pay period that includes the ten (10) or twenty (20) year anniversary date. Such pay is not cumulative.

**Qualification for Merit Longevity Lump Sum Payment.** Employees covered under the First Tier Retirement Formula as outlined in Article XV Section II who receives or will receive Longevity Pay shall also qualify to receive a one-time annual Merit Longevity Lump Sum Payment in connection with their annual evaluation pursuant to Administrative Regulation 436 in which their performance evaluation rating is "meets standards" or above. The Merit Longevity Lump Sum Payment value is eight hundred seventy dollars (\$870.00).

**Section 6. Eligibility for Promotion Increases.**

**A.** Any employee receiving a promotion shall receive a salary increase equivalent to one pay step (5.5%), or shall be placed on the first step of the salary schedule for the class to which he is promoted, whichever is greater.

**B.** Any employee receiving a promotion who would otherwise have been eligible to receive a merit increase within sixty (60) days of the effective date of such promotion, shall be granted the merit increase prior to the application of provision A of this Section.

**Section 7. Acting Pay.** An employee who has been designated by the Department Head or his designee to serve in an acting capacity for sixty (60) consecutive work days or more

to fill an authorized budgeted position that is temporarily vacant shall receive Step A of the pay range for the classification or five and one-half percent (5.5%), whichever is greater. An employee designated to serve in an acting capacity is deemed qualified to perform the full range of duties and responsibilities required of the position. Service in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification.

**Section 8. Out-Of-Class Pay.** An employee may be assigned by the department head to serve temporarily in an out-of-class assignment. An out-of-class assignment is distinguished from an acting designation by the performance of limited duties and responsibilities that are above an employee's regular job duties. The selection of an employee for an out-of-classification assignment shall be at the discretion of the Department Head or designee. A temporary out-of-class pay differential of five and one-half percent (5.5%) shall be authorized with advance approval by the Department Head when an employee is designated and scheduled to work in an out-of-class assignment. Paid holidays shall be considered as days actually worked. Other forms of authorized leave such as sick leave, emergency leave, and vacation shall not be considered as days actually worked.

**Section 9. Bilingual Pay.** Employees required to speak or translate Spanish as part of their regular duties will be compensated seventy dollars (\$70.00) per bi-weekly pay period. The Assistant City Manager has the authority and discretion to assign and/or remove this bonus up to budget authority. To be eligible for this assignment, the employee must pass a conversational examination administered by a certified interpreter or an employee who has been certified by the Human Resources Director to administer such examination.

**Section 10. Supervising Librarian Assignment Pay (Supervisory Premium).** The Department Head shall have the authority and discretion, up to budget authority, to designate and/or remove any Librarian who is routinely and consistently performing supervisory duties as a "Supervising Librarian". The Department Head will have the authority to establish job requirements and duties for "Supervising Librarian". A Librarian designated and assigned as a "Supervising Librarian" shall receive eight and one-quarter percent (8.25%) of their base hourly rate of pay while assigned as a Supervising Librarian. The Association and its members understand, agree, and acknowledge that should a Librarian transfer and discontinue "supervising" that the discontinuance of this assignment pay does not constitute a punitive action. The City and Association agree that a Librarian who is removed from the supervising assignment shall be entitled to grieve the removal, but, in no instance shall be allowed to grieve beyond "Step Three" of the grievance procedure contained in this Memorandum of Understanding.

**Section 11. Water System Operator Certificate Pay.** Employees who are assigned to the Utilities Division shall receive additional compensation at the following rates of pay upon attainment of the following California Water Resources Control Board and California Water Environment Association certificate series:

**A. Certificate Level I Pay** - An employee who obtains and maintains a valid Distribution I, Treatment I or a California Water Environment Association (CWEA) Collection System Maintenance I certificate shall be eligible to receive Certificate Pay at the rate of one hundred and fifteen dollars (\$115.00) per month.

**B. Certificate Level II Pay** - An employee who obtains and maintains a valid Distribution II, Treatment II, or a California Water Environment Association (CWEA) Collection System Maintenance II certificate shall be eligible to receive Certificate Pay at the rate of two

hundred and sixty-five dollars (\$265.00) per month.

**C. Certificate Level III Pay** - An employee who obtains and maintains a valid Distribution III, Treatment III, or a California Water Environment Association (CWEA) Collection System Maintenance III certificate shall be eligible to receive Certificate Pay at the rate of two hundred and ninety-five dollars (\$295.00) per month.

**D.** An employee is entitled to receive only one level of Certificate Pay provided under Sections A, B, and C above.

**E.** An employee who receives Certificate Pay in accordance with sections A-C above who obtains and maintains an additional valid Distribution, Treatment, or CWEA Grade II or higher certificate in a series other than the one compensated in A-C above, shall receive an additional thirty dollars (\$30.00) per month.

**F.** No additional compensation shall be granted for higher level certificates not included above.

**G.** An employee shall immediately notify their supervisor if they have lost their certification for any reason. Failure to maintain the appropriate certificate will result in the loss of certificate pay as well as additional appropriate personnel action.

**Section 12. Hazardous Material/Fire Inspector.** Effective July 2, 2007, the pay range for the position is to be adjusted and maintained at a minimum of five and one-half percent (5.5%) above top step of the designated pay range for the position of Fire Engineer (40-Hour). In addition to regular compensation, an employee in the position shall be eligible to receive the following special compensation: Two hundred dollars (\$200.00) each year for uniform purchases and twenty dollars (\$20.00) per month for uniform and accessory maintenance and five and one-half percent (5.5%) above their regular rate of pay for a valid Fire Inspector certification Level I or II.

**Section 13. Fire Mechanic Pay (Education Incentive).** Effective the pay period that includes August 28, 2001, the Fire Chief has the authority and discretion to designate and/or remove any covered employee who has obtained the Fire Mechanic II certificate from the California Fire Mechanic Academy, or equivalent, as a Fire Mechanic II, up to authorized budget. An employee who is designated Fire Mechanic II shall receive five and one-half percent (5.5%) per pay period as additional compensation above their hourly base rate of pay. In order to maintain eligibility for Fire Mechanic Pay, employees must satisfactorily complete additional training as may be required by the Fire Chief.

**Section 14. Pesticide Applicator's License Pay (Applicator Differential).** Effective May 7, 2018, the Public Works Supervisor who is so assigned and qualified shall receive Pesticide Applicator's License Pay of one hundred dollars (\$100.00) per month above his regular rate of pay. This compensation is provided to the Public Works Supervisor who is required to maintain a Qualified Pesticide Applicator's Certificate.

**Section 15. Commercial Licensed Driver Pay.** Effective May 7, 2018, an employee in the classification of Public Works Supervisor or Assistant Superintendent who possesses and maintains a valid Class A or Class B Commercial Driver's License will be compensated as follows:



Class A – Seventy-five dollars (\$75.00) per month  
Class B – Twenty-five dollars (\$25.00) per month

It is the responsibility of the employee to maintain a valid Commercial Driver's License under this provision to qualify for this pay. Should an employee receiving Commercial Driver's License pay no longer maintain a valid qualifying license, he must contact Human Resources immediately to provide notification.

**Section 16. Safety Shoe Allowance.** Effective May 7, 2018, those employees who are required or may on an occasional basis be required to wear foot protection due to the duties or assignment of his position, shall be reimbursed based on Department Head approval for the purchase of approved safety shoes only up to an annual budget limit of two hundred dollars (\$200.00). Any unused amount in one fiscal year shall not be carried over to the next fiscal year. Such reimbursement shall be made upon presentation by the employee of an itemized receipt describing the safety shoe purchased.

**Section 17. Calculating the Value of Special Compensation (Spec Comp).** Beginning or earlier than July 1, 2011, the values of the following special compensation items are calculated using a compounding method that calculates them in the following order: (1) Longevity Pay; (2) Supervising Librarian Pay (Supervisory Premium); (3) Fire Mechanic Pay (Education Incentive). Any other special compensation items are not included in the compounding calculation.

If the employee receives one or more of the special compensation items subject to compounding referenced above, the one that is highest in the order above is calculated first, as the applicable percent of the base hourly rate of pay. For each additional special compensation item on the list above, the value shall be determined by multiplying the next one received in the above order as a percentage of the base hourly rate of pay plus the value of the special compensation items already calculated under this method.

An example of the calculation method for a Librarian who works eighty (80) hours in a two week pay period is as follows:

Employee Base Hourly Rate \$ 34.1997	Reportable Earnings @ 80 Hours	\$2,735.98
1. Longevity Pay (8.4020%)	Spec Comp Earnings	\$ 229.88
2. Supervising Librarian Pay (8.25 %) (Supervisory Premium)	Spec Comp Earnings	\$ 244.68

**Section 18. Uniforms.** Departments have established uniform standards for designated classifications that are required to wear uniforms in the performance of essential job duties. Upon employment, the City shall provide each employee in a classification that is required to wear a uniform (shirt, skirt, jacket, or trouser) and other uniform gear as required by departmental guidelines. Thereafter, uniforms shall be replaced on an as needed basis as determined by each of the departments.

**A.** The monetary value for the purchase and/or rental and maintenance of uniforms through City-contracted uniform providers is reportable to CalPERS as "special compensation." This excludes items that are for personal health and safety such as protective garments and safety shoes. In accordance with the Public Employees' Pension Reform Act (Government

Code Section 7522 et. seq.) the reporting of uniform and maintenance value as “special compensation” for CalPERS members hired on or after January 1, 2013 is prohibited.

**B.** The parties agree that effective July 1, 2011, the average annual cost incurred by the City for the purchase and/or rental, and maintenance of employee uniforms will be reported as special compensation pursuant to Section 571(a)(5) of the CalPERS regulations. The amount reportable for the purchase and/or rental and maintenance of uniforms is based on the average annual cost paid for by the City for each employee over fiscal years: FY 2014-2015, FY2015-2016, and FY 2016-2017, and shall not exceed five hundred dollars (\$500.00). The annual amount shall be reported on a per bi-weekly pay period basis.

## **ARTICLE IV**

### **WORK WEEK**

**Section 1. Work Week.** The regular work week for all employees covered by this Agreement shall be forty (40) hours per week within a designated seven day work period.

**A. 9/80 Work Schedule.** The work schedule provides eighty (80) hours of scheduled work in a two-week pay period: In one week the employee works four nine-hour days and one eight-hour day; in the other week, the employee works four nine-hour days with one day off. In this work schedule, the eight-hour work day and the day off is the same day of the week which normally is a Friday or a Monday. The work week for Federal Labor Standards Act (FLSA) overtime purposes shall be established as starting four hours into the shift of the eight-hour work day. Management shall maintain the right to schedule employee’s workdays, start and end times, establishing FLSA work weeks, etc.

**B.** Employees with hardships may request to their department head to stay on the five eight-hour work days per week schedule. If the request is denied, the Association and City agree that the only appeal shall be to the Assistant City Manager. The decision of the Assistant City Manager shall be final with no further appeal.

**C.** Management shall retain the right to modify the work schedule, including but not limited to, returning to a schedule of five eight-hour work days per week (40 hours per week); provided that the City provides written notice to the Association and employees at least twelve (12) weeks prior to implementing the change.

### **Section 2. 4/10 Work Schedule.**

**A.** Subject to advance approval by the City Manager, certain classifications in the Police and Fire Departments may be permitted to work a 4/10 work schedule.

1. The 4/10 work schedule consists of four (4) work days of ten (10) hour shifts, excluding a one hour meal period per shift, within a seven (7) day work period for a total of forty (40) hours worked in the designated work week.

### **Section 3. Voluntary Reduction of Full Time Hours.**

**A.** A department head may grant a request from a full time employee to reduce their

work hours below forty (40) hours in a "work week." Employees may request reductions of up to, but not to exceed sixteen (16) hours in a two-week pay period. This Section shall not apply to employees who request reductions of more than sixteen (16) hours in a two-week pay period.

**B.** Employees who participate in this voluntary program shall maintain their status of "full time" with all the normal rights and privileges that status holds unless specifically altered by this Section.

**C.** Employees who are granted a reduction shall have salary reduced in proportion to the reduced hours or shall be paid for the actual hours worked.

**D.** The City shall continue contributions to medical benefits as outlined in this Memorandum of Understanding.

**E.** Leave time benefits such as vacation, sick leave, and holidays shall be reduced in proportion to the hours worked.

**F.** All approved programs shall begin on the first Monday in the month that begins a two-week pay period. Employees approved for this program shall be required to remain on the reduced work schedule for at least two full pay periods. Employees shall only make two requests/changes per fiscal year.

**G.** Nothing in this Section shall diminish management rights to schedule working hours, starting times, the number of hours worked, nor right to refuse requests, nor other rights as previously reserved.

## ARTICLE V

### OVERTIME

**Section 1. Compensation for Overtime.** All approved overtime worked by an employee in excess of forty (40) in the employee's work week shall be paid at the rate of one and one-half (1.5) the employee's regular hourly rate of pay. All non-statutory overtime shall be paid at one and one half times the regular rate of pay, as defined in the FLSA, except that cash received by employees who opt out of health insurance shall not be included in those calculations. Overtime may be compensated in compensatory time off or money. Employees who are assigned to work overtime shall have the right to be paid money, unless the form of compensation has been discussed in advance. Management may inform employees prior to the performance of the work that only compensatory time is available. In this instance, employees shall have the right to refuse the overtime assignment.

**Section 2. No Pyramiding.** There shall be no "pyramiding" of overtime, which means that employees shall not be compensated more than once for the same hours under any provision of this Agreement.

**Section 3. Discouragement of Overtime.** It is the policy of the City that overtime work is to be discouraged. However, in cases of emergency or whenever public interests or necessity requires, any department or division head may require any employee in such department or division to perform overtime work. The projects and types of work for which overtime may be authorized shall be approved in advance by the City Manager, except in the event of

emergency, overtime is authorized by the department head or his designate.

**Section 4. When Absent From Duty.** In the event an employee is absent from duty whether for vacation, compensatory time, or sick leave for a period exceeding five (5) work days, overtime during that work cycle will not be paid.

## ARTICLE VI

### COMPENSATION FOR SPECIAL CALL-BACK DUTY

**Section 1.** Employees covered by this Agreement who are "called back" to perform work outside of their regular work schedule as Special Call-Back Pay shall be guaranteed three (3) hours of pay or pay at the rate of one and one-half (1.5) the regular rate of pay for actual hours worked, whichever is greater. Special Call Back duty shall be granted following an order by the immediate supervisor for an employee to report back for work in the event of a staffing emergency or other immediate operational need. Special Call-Back duty requires the employee to return to work after completing their regular work shift after he has left City premises and/or the employee's work location. In accordance with FLSA, actual hours worked shall be counted toward the computation of overtime pay. Those periods of overtime which had been scheduled by the immediate supervisor or department head prior to the end of the regular work shift shall not be considered Special Call-Back duty subject to the compensation provisions of this Article.

## ARTICLE VII

### HOLIDAYS

**Section 1.** Effective February 10, 2009, employees covered by this Agreement shall be compensated for the employee's regularly scheduled work shift by receiving holiday pay for the following City recognized holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (President's Day)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day

When a holiday falls on a weekday that is an employee's regular day off, the employee shall receive eight (8) hours of compensatory time at straight time.

**Section 2.** When a holiday falls on a Saturday, the Friday preceding will be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When Christmas Day falls on a Saturday, the day before Christmas shall be observed

on the previous Thursday. When Christmas Day falls on a Monday, the day before Christmas shall be observed on the previous Friday.

**Section 3.** When an employee works on a holiday, the employee shall receive holiday pay at eight (8) hours of straight time pay at the regular rate of pay together with pay for each hour worked on the holiday.

**Section 4.** Should one of the holidays listed above fall during the employee's vacation period, the employee shall receive holiday pay and no charge shall be made against the employee's accumulated vacation.

## ARTICLE VIII

### VACATION

**Section 1. Accruals.** Full-time employees covered by this Agreement shall accrue paid vacation leave on the following scheduled basis:

<u>Year of Service</u>	<u>Hours Per Year</u>	<u>Monthly Accrual</u>
0 – 3	80	6.7 Hrs.
4 – 5	96	8.0 Hrs.
6 – 10	120	10.0 Hrs.
11 – 15	136	11.3 Hrs.
16+	160	13.4 Hrs.

**Section 2. Accrual Limits.** Vacation shall be taken at the convenience of the City with the approval of the department head. Where possible, such vacation should be taken annually and not accumulated from year to year. All eligible employees, however, shall only be allowed to accumulate vacation in an amount equal to two times their annual accrual rate ("Maximum Accrual"). Once Maximum Accrual is reached, it is intended that employees not be entitled to accrue additional vacation until the amount of accumulated vacation is reduced to a level below Maximum Accrual. If the employee is prohibited by the supervisor from taking the employee's vacation because of staffing shortages or operational need, the employee shall be paid for the period of advance authorized vacation. Such vacation shall be approved by the Department Head and paid at the employee's regular hourly rate of pay in effect for the scheduled period of vacation.

Starting with January 2018 vacation accruals, the balance of vacation leave earned must not exceed Maximum Accrual. An employee will not be allowed to accrue vacation that exceeds the Maximum Accrual until the vacation balance falls below the Maximum Accrual.

**Section 3. Vacation Approval.** The department head shall make every reasonable effort to accommodate an employee's request to take vacation in order to reduce or avoid exceeding the vacation Maximum Accrual. Any vacation taken under this Section shall be on a date mutually agreeable to both the department head and the employee.

#### **Section 4. Vacation Pay-out.**

When an employee who has become entitled to receive vacation under this Article



separates from City service, either by retirement, permanent layoff, or termination, the employee shall be entitled to be paid for unused earned vacation at the employee's regular hourly rate of pay in effect at the time of separation.

**Section 5. Accrual Calculation.** Vacation shall be accrued on a monthly basis by dividing twelve (12) into the number of eligible vacation hours per year, as set forth in Section I above, to which the employee is eligible to receive based upon the employee's years of service with the City.

## ARTICLE IX

### NON-PAID LEAVE OF ABSENCE

**Section 1. Leave of Absence.** The City Manager may grant a permanent employee a leave of absence for a specific purpose, without pay, for a period not to exceed up to one (1) year. The City Council may grant a permanent employee a leave of absence for a specific purpose, with pay, not to exceed one (1) year. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Office of the City. Upon expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. The employee shall report promptly upon the expiration of any leave granted. Failure to report within a twenty-four (24) hour period after expiration of leave shall be considered a voluntary resignation. Except as may be provided by law, no employment or fringe benefits such as, but not limited to, sick leave, vacation, health insurance, retirement or any other benefit shall accrue to any employee during leave of absence without pay. An employee on approved leave may elect to pay the premiums due in order to maintain health insurance benefits during the term of such leave.

**Section 2. Written Notice of Intent to Return.** An employee on leave of absence must give the City at least seven (7) days written notice of the employee's intent to return to work.

**Section 3. Outside Employment While On Leave.** An employee who engages in outside employment during said leave of absence shall be subject to termination. Any employee who falsifies a reason for the request for said leave of absence or any extension of such leave of absence may be terminated for falsifying such request.

## ARTICLE X

### SICK LEAVE

#### **Section 1. Sick Leave Accruals.**

**A.** Sick leave shall be accrued at the rate of 3.692 hours per biweekly pay period (ninety-six [96] hours per year) for full-time employees without limit on accumulation. Sick leave shall not be considered to be a privilege which an employee may use at his discretion, but rather shall be allowed only for the purposes specified below.

## **Section 2. Use of Protected Sick Leave.**

**A.** Effective the start of the pay period which includes July 1, 2015, the first three (3) shifts or hours equivalent (e.g. twenty-four [24] hours for employees assigned to a 5/8 work schedule, twenty-seven [27] hours for employees assigned to a 9/80 work schedule, or thirty [30] hours for an employee on a 4/10 work schedule) of paid sick leave taken each twelve (12) month period, for any authorized purpose, will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014. This twelve (12) month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the twelve (12) month period is the twelve (12) month period beginning on the employee's hire date, until the following July 1 at which point the employee's twelve (12) month period will begin the start of the pay period which includes July 1 to the pay period that includes June 30.

**B.** Effective January 1, 2016, employees can use up to an additional forty-eight (48) hours of sick leave per year provided by the California Kin Care law.

**C.** An employee can use sick hours as protected sick leave for any of the following reasons: The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or the employee's family member.

**D.** For purposes of this section, a family member includes employee's parent, child, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, and sibling. Only the first three (3) shifts or hours equivalent plus forty-eight (48) hours of sick leave in a twelve (12) month period can be used as described above.

**E.** Employees can use protected sick leave for related purposes if they are victims of domestic violence, sexual assault or stalking.

**F.** In order to receive compensation while absent on protected sick leave, the employee shall notify a designated supervisor within two (2) hours of the time set for beginning duty, if such notification is physically impractical then such notification shall be waived until a reasonable period has elapsed.

For any such absence in which protected sick leave is utilized, the employee shall submit a written statement with the department head confirming the use of protected sick leave. A physician's statement verifying the absence from work is not required.

**G.** When an employee is not utilizing protected sick leave, the department head or his designee may require a physician's certificate stating the cause for any subsequent absence before said leave shall be approved. Such absence may be more than one (1) work day or if there is reasonable cause to indicate abuse of sick leave.

**Section 3. Accrued Sick Leave Benefit.** The right of an employee to accrued sick leave benefits shall continue only during the period that the employee is on paid status. Accrued sick leave benefits shall not give any employee the right to be retained in the service of the City, or any right of claim to sickness disability benefits after separation from the services of the City, except as required by federal or state law.

**A.** Notwithstanding anything contained in this Section, no employee shall be entitled to

receive any payment or other compensation from the City while absent from duty by reason of injuries or disability received as a result of engaging in employment other than employment by the City, for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation other than business or activity connected with City employment.

**Section 4. Fitness for Duty.** Upon the written request of the appointing authority, based upon job-related grounds and consistent with business necessity, the City Manager may require an employee to submit to an examination by the City's physician to determine fitness for duty. Any employee so examined shall have the opportunity to submit the reports of a competent medical authority of his own selection, and at his own expense, in addition to the report submitted by the City's physician. In the event of a conflict of opinion and/or recommendation of the two physicians, a third physician shall be selected by the first two physicians and the final decision shall be made by the City Manager based upon the medical evidence submitted to him.

## ARTICLE XI

### OTHER USES OF SICK LEAVE

#### **Section 1. Sick Leave Conversion on Retirement or Death.**

**A.** Effective November 15, 2008, one hundred percent (100%) of an employee's unused accumulated sick leave shall be deposited into the City Retirement Savings Plan to be used for eligible medical expenses, provided that the maximum number of hours that will be deposited is nineteen hundred (1,900).

**B.** In the event of a permanent or indefinite layoff, an employee with ten (10) years of continuous service with the City shall be entitled to the above benefit. If such employee resigns after receiving official notification of his impending layoff, he shall be eligible for the above benefit.

**C.** Accrued sick leave shall be valued for the purposes of this Section on the following basis:

1. Sick leave earned prior to June 30, 1974 shall be calculated at the rate prevailing at the end of the fiscal year in which it was earned.
2. Sick leave taken shall be deducted from the oldest, lowest value accrued sick leave first, provided, however, when an employee takes sick leave, the employee shall receive for each day of sick leave one (1) day's pay at the employee's rate of pay in effect at the time of taking sick leave. For covered employees hired prior to June 30, 1974; and/or retirees with twenty (20) years of City service; or retirees with a physical disability, or a psychological disability resulting from a direct consequence of a violent act, sick leave shall be converted at the prevailing rate.

**Section 2. Sick Leave Conversion to Vacation.** Employees who become entitled to accrue sick leave allowance which has not been used, may convert each two (2) hours of accumulated sick leave to one (1) hour of vacation, after having accumulated six hundred and

forty (640) hours of sick leave and providing that not more than forty (40) hours of additional vacation may be so converted in any one (1) fiscal year.

**Section 3. Bereavement Leave**

**A.** Any employee who has suffered a death of an immediate family member, may be allowed bereavement leave with pay of no more than six (6) work days per incident based on eligibility. An employee shall be eligible for one half (1/2) work day of Bereavement Leave for each month of regular employment, up to six (6) days, which is deducted from the employee's accumulated sick leave. For purposes of this Section, "Immediate family" shall include and be limited to the employee's mother, father, brother, sister, spouse, child, grandchildren, grandparents and current parent-in-laws.

**B.** All such claims for bereavement leave are subject to verification by the department head or their designee.

**Section 4. Personal Leave.** With advance approval of the department head, forty-eight (48) hours per year of an employee's sick leave may be used on personal matters which are of an unforeseen combination of circumstances which call for immediate action and are not otherwise covered under protected sick leave. Such matters shall be considered as those events or occurrences that a reasonable prudent person would not or could not postpone to a subsequent time. The nature of the matter shall be explained to the immediate supervisor and shall be granted with his approval. Such personal leave shall not be cumulative from year to year.

**Section 5. Employee Disability Leave Benefit.**

**A.** An employee that has at least one year of continuous service with the City and who has exhausted all accrued leave (vacation, sick leave, compensatory time) due to non-industrial illness or injury can be advanced sick leave time at the rate of seventy-five percent (75%) of the employee's regular salary according to the following table:

Maximum Time Allowance (Hours)

<u>Years of Service</u>	<u>Total Hours</u>
1 through 5	360
6 through 10	544
Over 10	720

**B.** An application for disability leave shall be made by the employee to the City Manager or his designee through the department head, accompanied by medical certification from a physician verifying the period of medical disability.

**C.** After the employee returns to work from disability leave, the employee's sick leave accrual shall be reduced to four (4) hours per month and placed on a reimbursement schedule with the Payroll Office to reimburse the City the value of the time used for such employee disability leave. The employee may contribute vacation to accelerate employee's reimbursement to the City for providing the benefits under this Article.

**D.** No employee shall receive more than the "Total" set forth above for his length of service, during his entire employment with the City.

**E.** Grounds for termination of disability leave by the City Manager or his designee shall include, but not be limited to, the following:

1. The employee has recovered from his illness or injury.
2. The leave is being used as a pre-retirement leave for purpose of postponing retirement or pension.
3. The disability leave was procured by fraud, misrepresentation or mistake.
4. The employee has not cooperated fully in supplying all information and submitting to any examination requested by the City to determine the existence or continuing nature of the employee's disability.

**F.** In the event an employee becomes ineligible to accrue sick leave or is scheduled to end employment with the City and has not completed the reimbursement schedule for this benefit, the balance due shall be handled by payroll deduction or accounts receivable as applicable.

## **ARTICLE XII**

### **OTHER LEAVES**

#### **Section 1. Workers' Compensation Injury On Duty (IOD) Leave.**

**A.** When an employee is absent from work by reason of an injury or illness covered by Workers' Compensation, the City will pay the difference between the amount granted pursuant to the Workers' Compensation Act and the employee's regular rate of pay for up to one year. Employees who are covered by this Agreement and are hired after May 13, 1997 and are absent from work by reason of an injury or illness covered by Workers' Compensation, the City will pay the difference between the amount granted pursuant to the Workers' Compensation Act and eighty-five percent (85%) of the employee's regular rate of pay for up to six months (twenty-six weeks). Thereafter, the employee will be paid the amount required by the Workers' Compensation Act.

**B. Reclassification of Injured Worker.** If in the opinion of the City, an employee has been found to be permanently physically incapable of performing the duties of the currently held position, the City may place the employee into another vacant position of equal level or lower within the Association, provided such placement is approved by the appointing authority. Nothing herein shall be construed to prevent such employee from applying for and competing for positions of a higher class or positions represented by other bargaining units.

**Section 2. Military Leave.** Military leave shall be granted in accordance with the provisions of state and/or federal law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations, to determine when such leave shall be taken.



**Section 3. Jury Duty.** In the event that an employee is called for jury duty and the court does not excuse such jury service the City shall grant the employee paid release time for the required jury duty that is performed within the employee's regular work schedule provided the employee submits court documentation verifying the date(s) and time served for jury service. Such verification must accompany the payroll timesheet for the payroll period in which the jury service was performed. Any fees for jury service that the employee may receive from the court shall be remitted to the City.

**Section 4. Pregnancy Disability Leave.** The City shall comply with the State pregnancy disability leave law. Administrative Regulation No. 418 is incorporated by reference herein.

**Section 5. Family Leave.** The City shall comply with all State and Federal family leave entitlement laws. Administrative Regulation No. 430 is incorporated by reference herein.

**Section 6. "Child-Related Activities" Leave.**

**A.** Effective January 1, 2016, an employee is eligible for up to up to forty (40) hours per year (up to eight [8] hours per month) of authorized time off from scheduled work for "child-related activities" if the employee is a parent with one or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. "Child-Related Activities" includes finding, enrolling, or reenrolling a child in school or with a licensed child care provider. Such leave also includes leave to address a child care provider or school emergency, including a request that the child be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school (excluding planned holidays), or a natural disaster. Under this Section, "Parent" is defined to include a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

**B.** Except in the case of the need to address a child care provider or school emergency, the use of such leave can be limited to eight (8) hours per month. An employee can be required to use any earned compensatory time or vacation hours for any such absences related to child-related activities.

**Section 7. Consultation of Human Resources.** To ensure the appropriate application of all compatible statutorily provided protected leave, it is advised that the employee, department head, or immediate supervisor consult with the Human Resources Director or designee in advance on the use of protected leave.

## ARTICLE XIII

### FRINGE BENEFIT ADMINISTRATION

**Section 1. Administration.** The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Agreement.

**Section 2. Selection and Funding.** In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Agreement, provided that the

benefits of the employees shall be no less than those in existence as of the implementation of this Agreement.

**Section 3. Changes.** If, during the term of this Agreement, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall notify the Association prior to any change of insurance carrier or health plan administrator or method of funding the coverage.

## ARTICLE XIV

### HEALTH, DENTAL AND OTHER COVERAGE

**Section 1. Medical Insurance.** Effective October 1, 2012, the City contracted with the California Public Employees' Retirement System (CalPERS) to implement the CalPERS medical benefits program governed by the Public Employees' Medical and Hospital Care Act (PEMHCA). In its implementation, the City and the Association agreed that the mandated employer contributions for retirees would be structured in a manner to maintain cost savings.

The City and the Association agreed that any necessary and legal modifications to the retiree medical benefits provisions in this Memorandum of Understanding would be made for compliance with the CalPERS PEMCHA program and to maintain the benefit set forth in Article XV, Section 6, without an increase to the City's minimum mandated contributions for retirees. Such provisions are updated to include:

**A. CalPERS PEMHCA Program.** Employees and retirees have the option of choosing medical insurance coverage from any of the medical plans offered by CalPERS.

**B. City Contribution Amount.** The City's contribution amount will be the monthly premium amount of the employee's eligible coverage level for the second highest PPO plan offered by CalPERS at the basic premium rates designated for the Los Angeles Area.

During the term of this Memorandum of Understanding, if an employee enrolls in a plan with higher premiums than the City's contribution, he will be responsible for the payment of any premium amount in excess of the City's contribution.

1. PEMHCA Employer Mandated Contributions. The City shall contribute on behalf of each employee the mandated minimum sum as required per month toward the payment of premiums for medical insurance under the PEMHCA program. As the mandated minimum is increased, the City shall make the appropriate adjustments.

The City is mandated under PEMHCA to make a contribution to retiree medical premiums. As allowed by the Government Code and the CalPERS Board, the City used the Unequal Contribution Method to make City contributions on behalf of each retiree or annuitant. The 2012 starting year unequal contribution began at \$1.00 per month. The City's mandated contribution for each annuitant shall be increased annually in compliance with Government Code section 22892(c), until the contribution for annuitants equals the contribution paid for employees. A retiree's right to receive a City contribution, and the City's obligation to make a

mandatory contribution on behalf of retirees, shall only exist as long as the City contracts with CalPERS PEMHCA for medical insurance. In addition, while the City contracts with CalPERS PEMHCA, its obligation to make mandatory contributions on behalf of retirees shall be limited to the minimum contribution required by law.

**C. IRS Section 125 Benefit (Cafeteria) Plan.** The City shall continue to provide payment of benefit premiums for employees covered by this Agreement under an IRS Section 125 Benefit Plan. The current core benefits include medical, dental, life, long-term disability insurance, and EAP coverage. Medical insurance is a core benefit which a City employee is required to be enrolled in unless he is covered by another medical insurance plan with comparable coverage and/or meets minimum essential coverage as specified by the Affordable Care Act.

1. For the term of this Agreement, the City's maximum contribution shall be the sum of the monthly premiums as designated for each of the following categories:

Employee only ("EE")  
Employee +1 Dependent ("EE +1")  
Employee +2 or more dependents ("EE +2")

The maximum City contribution shall be based on the employee's enrollment in each plan. The employer mandated PEMHCA contribution is included in the sum of the CalPERS medical premium. If an employee enrolls in a plan wherein the costs exceed the City's maximum contribution, the employee is responsible for all additional premiums through pre-tax payroll deductions. An employee is not entitled to any excess amount of premiums paid by the City on his behalf.

2. The City continues to provide other benefits coverage under an Employee Voluntary Benefits Program fully funded by the employee on a pre-tax basis in accordance with IRS regulations.

**D. Employee Waiver of Medical Coverage.**

The City agrees to permit an employee to waive City-sponsored medical coverage as follows:

1. The employee must present written proof to the Human Resources Office that he and his qualified dependent(s) are covered by another non-City-sponsored medical plan for the current plan year;
2. The employee must sign a statement acknowledging a waiver of City offered medical insurance coverage and agreement to hold the City harmless for any consequences, whatsoever, that result from the employee's waiver of City offered medical insurance coverage for employee and/or qualified dependent(s); and
3. The employee must sign a statement acknowledging his understanding that his qualified dependent(s) are not eligible to re-enroll in City sponsored medical coverage until the next announced Open Enrollment period or as otherwise required by law under COBRA provisions.

The City agrees that the employee who is qualified to waive coverage shall receive three hundred dollars (\$300.00) per month if waiver eligibility is for “employee only” coverage, four hundred fifty dollars (\$450.00) per month if waiver eligibility is for “employee plus one” coverage, or six hundred fifty dollars (\$650.00) per month if waiver eligibility is for “employee plus two or more dependents” coverage. The eligible amount will be paid to the employee as taxable earnings. A medical opt out election may only be made during an announced open enrollment period for medical insurance changes effective January 1.

## **Section 2. Dental Insurance.**

**A. HMO Dental Coverage.** For the term of this Agreement, the City shall contribute thirty-one dollars and ninety-five cents (\$31.95) per month towards a HMO dental benefit plan for employee and his/her qualified dependent(s). Any amount necessary to cover the monthly premium in excess of the City’s contribution is the responsibility of the employee.

**B. Delta Dental Premier Plan.** This plan is a self-funded plan administered by Delta Dental. Premiums are calculated annually based on prior year’s claims experience, administrative fees, and an industry trending projection. For the term of this Agreement, the City agrees to maintain the employee’s contribution rate of fifty-two percent (52%) towards monthly premium coverage. The City agrees to evaluate other Delta Dental plan options for implementation to reduce premiums or employee out of pocket costs as a result of changing to a three-tier rate structure (“Employee only,” “Employee plus one dependent,” and “Employee plus two or more dependents”).

**Section 3. Life Insurance.** As soon as practicable but by no later than July 1, 2016, the City will implement an increase to the current basic life insurance policy coverage. Each employee covered by this Agreement shall be provided with a fifty thousand dollar (\$50,000.00) group term life insurance benefit and Accidental Death and Dismemberment (AD&D) benefit without evidence of insurability other than evidence of full-time employment with the City. Under the terms of this policy, benefit provisions are payable and determined by the insurance carrier.

**Section 4. Long Term Disability Insurance.** Effective January 1, 1990, each employee covered by this Agreement shall be provided long term disability insurance. Under the terms of this policy, benefit provisions are payable and determined by the insurance carrier.

**Section 5. Employee Assistance Program (EAP).** The City provides each employee an EAP benefit that provides emotional/well-being, work and life counseling services on a toll free 24 hour/7 days per week.

## **ARTICLE XV**

### **RETIREMENT**

**Section 1. CalPERS Retirement Plan.** Employees covered by this Agreement participate in the California Public Employees Retirement System (CalPERS). Employee options are described in a contract between the City of Downey and the California Public Employees’ Retirement System and are incorporated into this Memorandum of Understanding.

**Section 2. First Tier Retirement Formula.** Effective August 19, 2002, the City

amended the CalPERS contract to provide the benefit known as 2.7% at 55 retirement formula, as set forth in California Government Code Section 21354.5.

**A.** In accordance with existing practice and Government Code sections 20636(c)(4) and 20691, the City will pay the employee's statutorily required member contribution of eight percent (8%) and report this Employer Paid Member Contribution ("EPMC") to CalPERS as special compensation.

**B.** Effective the pay period that includes July 1, 2012, employees shall begin to have deducted, on a pre-tax basis, two percent (2%) of CalPERS reportable compensation, pursuant to California Government Code Section 20516(f).

**C.** Effective the pay period that includes July 1, 2013, employees shall have deducted an additional two percent (2%) of CalPERS reportable compensation, for a total of four percent (4%), on a pre-tax basis, pursuant to Government Code Section 20516(f).

**D.** Effective the pay period that includes July 1, 2015, the four percent (4%) employee cost sharing referenced in C. above shall be reduced to three percent (3%) through the pay period that includes March 31, 2016; thereafter, the four percent (4%) cost sharing amount shall apply unless otherwise negotiated sooner in a successor Memorandum of Understanding.

**E.** Effective May 7, 2018, the four percent (4%) employee cost sharing referenced in D. above shall be increased to five percent (5%).

**F.** Should an employee be mandated by a change in law or other action to contribute any portion of the required employee (member) contribution to CalPERS, the City shall take all action necessary to reduce the deduction then being made pursuant to California Government Code Section 20516(f), above, by the amount of the mandated employee contribution.

**G.** The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).

**H.** First tier benefits are available only to "Classic" members (i.e. those members that do not meet the statutory definition of "New Member" under the California Public Employees' Pension Reform act ("PEPRA"), specifically Government Code Section 7522.04 (f) and who were hired prior to October 10, 2012).

**Section 3. Second Tier Retirement Formula.** Effective January 11, 2012, the City amended the CalPERS contract to provide the benefit known as 2% at 60 second tier retirement formula, as set forth in Government Code Section 21353. This Second Tier Retirement Formula will not apply to "new members" as that term is defined by the Public Employees' Pension Reform Act of 2013.

**A.** Employees covered hereunder shall pay, on a pre-tax basis, the seven percent (7%) statutorily required member contribution to CalPERS.

**B.** This City has passed a Resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant to IRC 414(h)(2).

**C.** Second tier benefits are available only to "classic" members (i.e. those members that



do not meet the statutory definition of “new member” under the California Public Employees’ Pension Reform Act (“PEPRA”), specifically Government Code Section 7522.04(f) and hired on or after October 10, 2012, but before January 1, 2013.

**Section 4. Third Tier (“PEPRA” Tier) Retirement Formula.** Employees who meet the definition of “new member” set forth in Government Code Section 7522.04(f) shall be eligible for the benefits provided by PEPRA, which include but are not limited to, the following:

- A. Retirement formula of 2% @ 62 (Government Code Section 7522.25):
- B. Employees covered hereunder shall pay a member contribution of fifty percent (50%) of normal cost as determined from time to time by CalPERS (employee contribution is six and one-fourth percent (6.25%) for FY 2016-17).
- C. There shall be no Employer Paid Member Contribution (“EPMC”) by the City;
- D. Retirement benefit calculations shall be based on pensionable compensation, as defined by Government Code Section 7522.34; and
- E. Retirement benefits shall be calculated based on the three (3) year highest average annual pensionable compensation.

**Section 5. Survivor/Death Benefits.** Effective July 13, 2009, the City implemented the PERS contract amendment to include: (a) the Level 4 1959 PERS Survivor’s Benefit program (section 21574) and (b) the Pre-Retirement Optional Settlement 2 Death Benefit (section 21548).

**Section 6. City Contribution to Retiree Retirement Health Savings (RHS) Plan.**

A. Based on eligibility at retirement, the City will contribute \$98.00 per month towards a retiree’s RHS account. This contribution is inclusive of the Public Employees’ Medical and Hospital Care Act (PEMHCA) statutory minimum employer contribution as specified in Cal. Government Code § 22892(c).

As a result of the City contracting for CalPERS medical insurance pursuant to PEMHCA provisions effective October 1, 2012, the City’s previous retiree medical contribution is revised to a City contribution towards RHS Plan to avoid an increase cost to the City’s mandated contribution for retirees.

B. Eligibility Requirements. Subject to meeting eligibility criteria below, the maximum ninety-eight dollars (\$98.00) per month shall be deposited on a quarterly basis to the retiree’s RHS account for the reimbursement of qualified medical expenditures. To be eligible to enroll in a CalPERS health plan, pursuant to CalPERS rules and regulations, and receive the monthly City contribution towards RHS Plan specified in A above, the employee must satisfy the following eligibility criteria:

1. At the time of retirement the employee has a minimum of ten (10) years of service, or is granted a service connected disability retirement; and
2. At the time of retirement the employee is employed by the City; and

3. Effective the day after official separation from the City the employee has been granted a retirement allowance by the California Public Employees' Retirement System.

**C.** The City's obligation to deposit up to a maximum of ninety-eight dollars (\$98.00) per month toward the retiree's RHS account shall be modified downward or cease during the lifetime of the retiree upon the occurrence of any one of the following:

1. During any period the retiree is eligible to receive or receives health insurance coverage at the expense of another employer the payment will be suspended. "Another employer" as used herein means private employer or public employer or self-employed or the employer of a spouse. As a condition of being eligible to receive the RHS contribution set forth above, the City shall have the right to require any retiree to annually certify that the retiree is not receiving any such paid health insurance benefits from another employer. If it is later discovered that misrepresentation has occurred, the retiree will be responsible for reimbursement to the City of those amounts inappropriately deposited and the retiree's eligibility to receive future RHS deposits will cease.
2. In the event the Federal government or State government mandates an employer-funded health plan or program for retirees, or mandates that the City make contributions toward a health plan (either private or public plan) for retirees, the City's rate set forth above shall be converted from a RHS deposit and applied to that plan. If there is any excess, that excess may be applied toward the retiree's RHS account provided the retiree pays the balance owing for any such coverage.
3. Upon the death of the retiree, the City's obligation to deposit into the retiree's RHS account shall cease. The surviving spouse shall be able to continue CalPERS medical insurance coverage pursuant to PEMHCA provisions and provided the surviving spouse pays the appropriate premiums minus the City's mandated retiree contribution amount.

**D.** It is understood and agreed that the amount equivalent to the annual amount contributed by the City to an eligible retiree's RHS account, shall be included as an item of total compensation in survey comparisons.

**E.** An eligible retiree covered by this Section who no longer elects coverage under any City sponsored medical plan, effective at the end of any calendar quarter may present the City with proof of payment for alternate health insurance coverage and continue to receive the City's deposit to the retiree's RHS account on a quarterly basis up to the amount to which the retiree is entitled per Section A above. Once a retiree elects to withdraw from eligibility to participate in a City sponsored health plan for coverage under an alternate insurance plan, the retiree may not re-enroll in a City sponsored medical plan or otherwise forfeits the City's RHS contribution amount permanently.

In addition to the conditions specified above, the City's deposit to a retirees RHS account shall cease upon the occurrence of any of the following:

1. The retiree fails to submit or respond to the City's request (via certified mail to the last known mailing address of the retiree) to provide appropriate proof of

alternate health insurance coverage at the end of sixty (60) days from the date of the City's written request.

2. The death of the retiree.

## ARTICLE XVI

### TUITION REIMBURSEMENT

**Section 1. Reimbursement Rates.** With prior approval of the City Manager, employees may be reimbursed for tuition and required books for courses taken to improve their value to the City. Tuition shall be reimbursed for courses as recommended by the department head with job related justification and approved by the City Manager or their designee. An employee must receive a passing grade in order to be reimbursed for the course. Reimbursement shall be made at the rate of tuition charged at California State University, Long Beach for courses on the semester system. Courses on the quarter system shall be reimbursed at the unit equivalent California State University, Long Beach tuition amounts.

## ARTICLE XVII

### PROBATIONARY PERIOD

**Section 1. Appointment.** An original or promotional appointment will be tentative and subject to a probationary period of not less than six (6) months, except that the City Manager may extend the probationary period for a class up to an additional six (6) months or for a marginal employee who is on probation for up to an additional three (3) months. During the probationary period an employee may be terminated at any time because of unsatisfactory performance. During the probationary period the employee's supervisor shall attempt to counsel the probationary employee on a periodic basis, prior to the end of the probationary period regarding his performance.

**Section 2. Status of Probation.** If the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the personnel officer a merit rating including a statement, in writing, to such effect and stating that the retention of such employee in the service of the City is desired. If the services of the employee are deemed to be unsatisfactory and his employment is to be terminated at or before the expiration of the probationary period, the appointing authority shall file with the Personnel Officer, a statement in writing setting forth this action to be taken.

**Section 3. End of Probation.** All probationary periods shall extend to the first day of the month following the period of probation.

**Section 4. Rejection Following Promotion.** Any employee rejected during the probationary period following a promotional appointment or at the conclusion of the probationary period by reason of failure of the appointing power to file a statement that his services have been satisfactory, or at the discretion of the employee, shall be reinstated to the position from which he was promoted unless charges are filed and he is discharged in the manner provided in the Personnel Ordinance and the rules for positions in the classified service. If there are no

vacancies in the position from which he was promoted, the provisions of ARTICLE XVIII shall apply.

## ARTICLE XVIII

### SENIORITY

**Section 1. Definition.** Employee seniority is the length of continuous service of the employee with the City from his most recent date of hire or rehire.

**A.** No employee shall acquire any seniority until he has completed his probationary period.

**B.** When an employee has completed his probationary period, his seniority shall date from date of hire.

### **Section 2. Layoffs.**

**A.** Whenever, in the judgment of the City Council, it becomes necessary to layoff employees, the City may abolish any position covered by this Agreement. Any employee holding an abolished position will be subject to layoff and have no right to demand that written charges or reasons therefore be filed, and shall have no right of appeal or hearing.

**B.** Seniority shall be observed in affecting layoffs in personnel. The least senior employee in a classification subject to layoff will be laid off first.

**C.** An employee subject to layoff may exercise his seniority (1) within a job family laterally; (2) within a job family to a lower classification; or, (3) to a classification previously held by the employee, provided that the employee meets the current qualifications and requirements of the position in which he/she seeks to exercise seniority, and provided further that any such exercise in seniority shall be subject to a thirty (30) day trial period. An employee subject to layoff because of such exercise of seniority, may, in turn, similarly exercise his/her seniority subject to the same limitations. If an employee does not successfully complete the thirty (30) day trial period, he/she will be laid off, provided that the employee may grieve such a layoff and be entitled to Skelly rights.

**D.** For purpose of this section, job families are established in Exhibit B attached to this Agreement.

**Section 3. Loss of Seniority Rights.** A separation from service, other than an approved leave of absence or layoff, shall cause the employee to lose his seniority rights.

**Section 4. Re-Employment List.** Names of employees laid off shall be placed on a re-employment list in order of their seniority and shall remain on such list for a period of two years. During this time, the City will use this list to rehire employees in order of seniority, provided that the employee held the classification being filled or held a classification in the same job family.

**Section 5. Layoff Notice and Severance Pay.** In the event the City decides to contract for work provided by an employee covered by this Agreement, the City will provide at least one

month's notice to the affected employee prior to the effective date of the layoff. An employee laid off because the City contracts with a private company to perform his duties will receive a severance payment upon termination equal to three (3) months of the employee's current salary amount.

## **ARTICLE XIX**

### **CITY RIGHTS**

**Section 1.** The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Agreement or by law to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A.** To manage the City generally and to determine the issues of policy.
- B.** To determine the existence or non-existence of facts that are the basis of the Management decision.
- C.** To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D.** To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E.** Methods of financing.
- F.** Types of equipment or technology to be used.
- G.** To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- H.** To determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- I.** To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.
- J.** To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K.** To establish and modify productivity and performance programs and standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- L.** To discharge, suspend, demote, or otherwise discipline employees for proper cause.
- M.** To determine job classifications and to reclassify employees.



**N.** To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City.

**O.** To determine policies, procedures and standards for selection, training and promotion of employees.

**P.** To maintain order and efficiency in its facilities and operations.

**Q.** To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Memorandum of Understanding.

**R.** To take any and all necessary action to carry out the mission of the Agency in emergencies.

**Section 2.** Except in emergencies, as defined in Article XXVII, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management's rights shall impact employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Agreement or in the Personnel or departmental rules and regulations and salary resolutions. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished. The City shall not exercise the foregoing rights in an arbitrary or capricious or invidiously or discriminatory manner or in such a manner as to imperil the health and/or safety of the employees.

## **ARTICLE XX**

### **EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES**

**Section 1. New Employee Orientation.** In accordance with AB 119, the City shall notify the Board when a new employee is hired into the bargaining unit. The Board will notify the City when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin. The City shall also upon request provide the Board lists of employees in the bargaining unit. The City shall also provide reasonable paid release time for one Board member to meet with a new employee for the purpose of discussing membership in the Association.

**Section 2. Dues Deductions.** The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership cards shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction.

**Section 3. Release Time for Meet and Confer.** The Association may select a maximum of three (3) members to attend scheduled meetings with the Human Resources Director or other management representatives on subjects within the scope of representation during regular work

hours. In addition, they may meet for a maximum of one (1) hour per meet and confer session for the purpose of preparation of such sessions.

**Section 4. Maintenance of Membership.** Unless prohibited by law, any employee in the Association who has authorized Association dues deductions on April 24, 2018 (the effective date of this Memorandum of Understanding) or at any time subsequent to the effective date of this Memorandum of Understanding, shall continue to have such dues deductions made by the City during the term of this Memorandum of Understanding; provided however, that any employee in the Association may terminate such dues during the period of October 1 through October 10 of each year of the Memorandum of Understanding by notifying the Association in writing of his election to terminate dues deduction. Such notification shall be delivered in person or by U. S. Mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name, and name of Association from which dues deductions are to be canceled. The Association will provide the City's Human Resources Office with the appropriate documentation to process dues cancelations within ten (10) business days after the close of the withdrawal period.

**Section 5. Indemnification.** In accordance with SB 866, the Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the terms of this Article.

## ARTICLE XXI

### NO STRIKE - NO LOCKOUT

#### A. PROHIBITED CONDUCT

**Section 1.** The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.

**Section 2.** The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, lay off, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

**Section 3.** Any employee who participates in any conduct prohibited in Section 1 above, shall be subject to termination by the City.

**Section 4.** In addition to any other lawful remedies or disciplinary actions available to the City if the Association fails, in good faith, to perform all responsibilities listed below in B, Section 1, the City may suspend any and all of the rights and privileges accorded to the Association under the Employee Relations Ordinance and this Agreement including, but not limited to, right of access, check-off, the use of the City's bulletin boards and facilities.

#### B. ASSOCIATION RESPONSIBILITY

**Section 1.** In the event that the Association, its officers, agents, representatives, or

members engage in any of the conduct prohibited in A. Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and unlawful and they must immediately cease engaging in conduct prohibited in A. Section 1 above, and return to work.

**Section 2.** If the Association performs all of the responsibilities set forth in A. Section 1 above, its officers, agents, representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A. Section 1 above.

## ARTICLE XXII

### GRIEVANCE PROCEDURE

**Section 1. Grievance.** Grievance shall be defined as a dispute between the Association, employee or employees and the City, regarding interpretation or application of specific provisions of this Agreement, Personnel Rules, or Departmental Rules and Regulations, or suspensions of one day or more, demotions, or terminations from employment.

**Section 2. Conduct of the Grievance Procedure.** An employee may request the assistance of another person of his own choosing in preparing and presenting his grievance at any level of review, or may be represented by a recognized employee organization or may represent himself. The employee shall not suffer any reprisal from management for utilizing the grievance procedure set forth herein. Any pending disciplinary action shall not affect the grievance procedure nor suspend the operation thereof.

**A.** Any retroactivity on monetary grievances shall be limited to the date that the grievance was filed, in writing, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

**B.** All time limits specified may be extended to a definite date by mutual agreement of the employee or his Association representative, and the decision making management representative involved at each step of the grievance procedure. Such mutual agreement shall be evidenced in writing and signed by the employee or Association representative and management representative.

**Section 3. Grievance Procedure Steps.** The grievance procedure shall provide for the following steps; except for grievances that are a result of disciplinary action which shall begin at Step Four.

**Step One. Informal Procedure.** An employee must attempt first to resolve a grievance through discussion with his immediate supervisor within ten (10) working days from the date of the alleged incident or action giving rise to the grievance on an informal basis. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he shall have the right and obligation to discuss it with his supervisor's immediate supervisor, if any, and his department head, if necessary. Every effort shall be made to find an acceptable solution by these informal means at the most immediate level of supervision. At no time may an informal process go beyond the department head concerned. In order that this informal procedure may be responsive, all parties involved shall expedite this process. In no case may more

than thirty (30) days elapse from the date of the alleged incident or action giving rise to the grievance, and the filing of a written grievance in Step Two, or the grievance shall be barred and waived.

**Step Two. Department Head Response.** If the non-disciplinary grievance is not resolved in Step One, or if no answer has been received within five (5) working days from the presentation of the oral grievance, the employee may, within thirty (30) working days from the date of the incident giving rise to the grievance, present the grievance in writing to his department head. Failure of the employee to take this action will constitute termination of the grievance. The department head shall further review and discuss the grievance with the employee and shall render its decision and comments, in writing, and return them to the employee within ten (10) working days after receiving the grievance.

**Step Three. Management Representative.** If the grievance is not resolved in Step Two, or if no answer has been received within time limits established in Step Two, the employee may within ten (10) working days, present the grievance in writing to the designated management representative for processing. Failure of the employee to take this action will constitute termination of the grievance. In the event the employee is not being represented by a recognized employee organization, the designated management representative shall attempt to resolve the grievance. If the employee is being represented by a recognized employee organization, the designated management representative shall convene a joint meeting of the recognized employee organization and himself, within five (5) working days, in an attempt to resolve the grievance. In the event the grievance is not satisfactorily adjusted or settled through discussion at this level, management shall advise the employee and/or employee organization, in writing, within ten (10) working days as to its position on the grievance.

**Step Four. Grievance Hearing.** If the grievance is not resolved in Step Three, the employee may, within ten (10) working days of the receipt of the written position from management representatives, present a "request for hearing" in writing to the Human Resources Director. However, the only grievances which may be submitted for review are matters which have resulted in a suspension without pay, reduction in pay, demotion, termination, or otherwise have monetary value to the employee. Failure of the employee to take this action will constitute termination of the grievance. With the approval of the Personnel Advisory Board, the Human Resources Director shall request from the State Mediation and Conciliation Service, or mutually agreed upon alternative organization, a list of seven (7) neutral hearing officers. In the event that the parties cannot agree upon a mutually acceptable hearing officer from the list of seven, the parties shall alternately strike names from the list, with the City striking the first name. The identity of the last remaining individual on the list will be selected as the hearing officer. The hearing officer shall preside over a full and fair evidentiary hearing and, within thirty (30) calendar days of its conclusion, render a written decision that includes findings of fact and a recommendation to the City Manager. That decision shall be served jointly upon the grieving party and the City Manager.

**Step Five. City Manager's Decision.** Within thirty (30) calendar days of receipt of the decision of the hearing officer, the City Manager shall, in writing, adopt, modify or reject that decision. The decision of the City Manager shall be the final administrative

decision.

## ARTICLE XXIII

### MISCELLANEOUS

**Section 1. Substance Abuse Policy.** The City of Downey and the Association have a vital interest in maintaining safe, healthful and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the citizens of Downey. The possession, use or sale of an illegal drug or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status."

The City of Downey and the Association recognize that their future is dependent on the physical and psychological well-being of all employees. The City and the Association mutually acknowledge that a drug and alcohol-free work environment benefits Downey's employees and citizens.

The purpose of this section is to define the City's drug and alcohol policy as well as the possible consequences of policy violation.

**A.** Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited. This prohibition shall not apply to legitimate undercover activities of Police Officers which are undertaken in accordance with the direction of the Police Department.

**B.** When reasonable suspicion exists, the City may require an employee to submit to a medical examination, including, but not limited to, a substance screening. Substance screening means the testing of urine or other body fluids as reasonably deemed necessary by a physician to determine whether an employee has a restricted substance in their system.

1. Reasonable suspicion is cause based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.
2. Post-accident testing under this Article shall be conducted based on reasonable suspicion as defined in this Section and shall not be automatic, unless as required by law per Department of Transportation (DOT) Federal Motor Carrier Safety Administration Regulations (FMCSA) (refer to City of Downey Controlled Substance and Alcohol Misuse Policy and Procedures Manual).

**C.** Any manager or supervisor requesting an employee to submit to a substance screening shall document in writing the facts constituting reasonable suspicion and shall give the employee a copy. The employee shall be given an opportunity to provide additional facts. An employee who is then ordered to submit to a substance abuse screening may request to be represented. Because time is of the essence in substance screening, a representative must be available within a reasonable time or the employee will then be ordered to submit to substance



screening. An employee who refuses to submit to a substance screening may be considered insubordinate and shall be subject to disciplinary action up to and including termination.

**D.** The supervisor, or designee, shall transport the suspected employee to the testing facility. Testing shall occur on City time and be paid for by the City. Employee urine samples, or other body fluids, will be by a certified system which includes methods or mechanisms designed to assure the integrity of the sample. The facility used for testing shall be certified by the Substance Abuse and Mental Health Services Administration of the Department of Health and Human Services and comply with established guidelines for "chain of custody" to insure that identity and integrity of the sample is preserved throughout the collecting, shipping, testing and storage process.

**E.** Any positive test for alcohol or drugs will be confirmed by a scientifically sound method. An employee who tests positive on a confirmatory test will be given the opportunity to discuss the results with a physician to be designated by the City. The employee should be prepared at that time to show proof of any valid medical prescription for any detected substance or to otherwise explain, if he or she so chooses, a positive test result.

**F.** While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair an employee's performance. An employee shall notify his/her supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send an employee home on sick leave under these circumstances.

**G.** Employees with substance abuse problems are encouraged to participate voluntarily in the City-sponsored Employee Assistance Program (EAP). Assistance through the EAP may be sought by an employee with complete confidentiality and without adverse consequences to his/her employment. Employees should be aware, however, that a request for assistance through the EAP will not insulate the employee from disciplinary action already contemplated. Depending upon the facts surrounding the reasonable suspicion determination, positive test result, and/or other violation of this policy or other City/department rules and regulations, the City may refer an employee to the EAP. Such referral could, at the discretion of the City, be made available to the employee as an alternative to disciplinary action. Referral would be subject to agreement by the employee to enroll, participate in and successfully complete a rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement."

1. It is the City's intent to use the EAP option for first offenders except the City reserves the right to discipline for those offenses which are a significant violation of City/department rules and regulations or where violation did or could have resulted in serious injury or property damage.

## **Section 2. Department of Transportation (DOT) Controlled Substance and Alcohol Testing Program.**

1. Administration. In accordance with City of Downey Resolution No. 5934, policy

and procedures for compliance with the Federal Motor Carrier Safety Administration (FMCSA) Regulations (49 CFR Parts 40 and 382) shall remain in effect for those employees who are required to possess and maintain a commercial driver's license as a condition of employment for the performance of safety sensitive duties. As applicable, the City's policy and procedures will be amended to comply with changes in law.

2. Unless otherwise designated, the Human Resources Director is the Designated Employer Representative (DER) and shall be responsible for overseeing compliance and implementation of this City's DOT Controlled Substance and Alcohol Testing Program.
3. Consequences of a Positive Controlled Substance and/or Alcohol Test. A covered employee who tests positive for a controlled substance and/or alcohol may be subject to disciplinary action, up to and including termination from employment.
4. As a result of a positive controlled substance and/or alcohol random test, a temporary non-safety sensitive job assignment for an employee who is removed from the performance of safety sensitive duties or who is restricted from driving non-commercial City vehicles, may be approved by the department head based on the availability of meaningful work to meet operational need.
5. An employee must use accrued leave time or request personal leave of absence without pay if time off from work is necessary for any treatment or rehabilitation program. The costs of rehabilitation or treatment services, whether or not covered by the employee's medical plan, are the ultimate responsibility of the employee.
6. The cost of a split specimen under a random test shall be paid by the City or reimbursed to the employee on a negative result only. The cost of a controlled substance and/or alcohol test under follow-up testing is the responsibility of the employee.

**Section 3. Labor-Management Committee.** Representatives of the Association and management shall meet on a quarterly basis for purposes of improving communication and resolving labor relations matters. Agendas shall be agreed upon in advance, with both parties having equal opportunity to submit items. Any matter agreed upon by both parties may be discussed; but discussion does not constitute waiver of access to the grievance process. Chairmanship of the committee shall be alternated among the parties.

**Section 4. Transfer Rights.** The City agrees that if an employee's current supervisor or department head does not approve an employee's transfer to another department who has offered that employee a position, the employee may appeal the decision to the Human Resources Director.

**Section 5. Rest Periods/Breaks.** The City Manager hereby authorizes department heads to permit their employees to take brief rest periods during any working day at such times and of such duration as will result in an increase in their work output and thus promote efficiency. Rest periods shall not exceed fifteen minutes per break and nor shall exceed two breaks per workday. No such rest period shall be taken during the first or last hour of any

employee's working period. The taking of rest periods is hereby declared to be a matter of privilege and not of right. Supervisors shall have the right to schedule rest periods to maximize the efficiency of their operations. Any rest period not taken at the time permitted shall be deemed waived and shall not be accumulated or carried over from one work period to any subsequent work period, or compensated in any form.

## **ARTICLE XXIV**

### **SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING**

**Section 1.** It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements and Memoranda of Understanding, or memoranda of agreement, or contrary salary and/or personnel resolutions and ordinances of the City, oral or written, expressed or implied, agreements between the parties or understandings between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Agreement is not intended to conflict with federal or state law.

**Section 2.** Notwithstanding the provisions of Section 1 in this Article, there exists within the City of Downey, certain personnel resolutions, ordinances and departmental rules and regulations. To the extent that this Agreement does not specifically contravene provisions of these personnel resolutions, ordinances, departmental rules and regulations; such personnel resolutions, ordinances and departmental rules and regulations are specifically incorporated herein.

## **ARTICLE XXV**

### **WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT**

During the term of this Agreement, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Agreement. Regardless of the waiver contained in this Article, the parties may:

1. By mutual agreement, in writing, agree to meet and confer about any matter during the term of this Agreement.
2. Meet and confer in accordance with Article XVI, Section 2.

## **ARTICLE XXVI**

### **RE-OPENER**

**Section 1.** The parties agree that the City can re-open negotiations to achieve labor cost

savings during the term of this Agreement, however, there shall be no changes unless mutually agreed to in writing.

## **ARTICLE XXVII**

### **EMERGENCY WAIVER PROVISION**

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Agreement and any Personnel Rules and Policies.

## **ARTICLE XXVIII**

### **SEPARABILITY**

Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE XXIX**

### **TERM OF THIS MEMORANDUM OF UNDERSTANDING**

The term of this Agreement shall commence on April 1, 2021 and shall continue in full force and effect until March 31, 2023.

**ARTICLE XXX**

**RATIFICATION AND EXECUTION**

The City and the Association acknowledge that this Agreement shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Downey. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association and entered into this 23<sup>rd</sup> day of March, 2021.

**CITY OF DOWNEY**

**DOWNEY CITY EMPLOYEES'  
ASSOCIATION – MISCELLANEOUS UNIT**

By: \_\_\_\_\_  
John Oskoui, Assistant City Manager

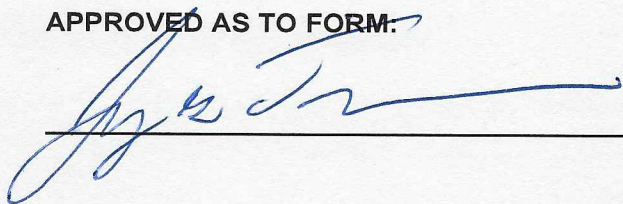
By: \_\_\_\_\_  
Kathleen J. van Raay, President

By: \_\_\_\_\_  
James McQueen, Human Resources Director

By: \_\_\_\_\_  
Melissa B. Villaseñor-Galvan, Treasurer

By: \_\_\_\_\_  
Jason Riddle, Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_



**EXHIBIT A**

**CLASSIFICATIONS REPRESENTED BY THE DOWNEY CITY EMPLOYEES  
ASSOCIATION - MISCELLANEOUS UNIT**

Accountant	Librarian
Administrative Aide	Library Administrator
Administrative Assistant	Library Assistant
Administrative Clerk I	Neighborhood Watch Coordinator
Administrative Clerk II	Plan Checker/Inspector
Ambulance Operator Coordinator	Police Records Supervisor
Assistant Civil Engineer I	Principal Building Inspector
Assistant Civil Engineer II	Principal Planner
Assistant Civil Engineer I - Utilities	Program Coordinator
Assistant Civil Engineer II - Utilities	Program Supervisor
Assistant Planner	Public Works Supervisor II
Assistant Planner II	Purchasing Coordinator
Assistant Superintendent of Facilities & Maintenance	Recreation Coordinator
Assistant Superintendent of Utilities System	Recreation Supervisor
Associate Civil Engineer	Secretary
Associate Planner	Senior Account Clerk
Associate Utility Engineer	Senior Building Inspector
Building Inspector	Senior Code Enforcement Officer
Building Permit Technician	Senior Librarian
Center Supervisor	Senior Library Assistant
Code Enforcement Supervisor	Senior Planner
Executive Secretary	Supervising Library Assistant
Fire Communications Center Supervisor	Transit Coordinator
Fire Mechanic	Utilities Inspector
Fire Prevention Technician	Water Systems Supervisor II
GIS Technician	Water Quality & Environmental Specialist
Hazardous Materials/Fire Inspector	
Junior Accountant	
KDB/Recycling & Waste Coordinator	

## EXHIBIT A

### CLASSIFICATIONS REPRESENTED BY THE DOWNEY CITY EMPLOYEES ASSOCIATION - MISCELLANEOUS UNIT

#### Historical

Account Clerk I	Plan Check Engineer
Account Clerk II	Plan Checker
Accounting Coordinator	Planning Technician
Assistant Civil Engineer	Programmer
Automation Circulation Systems Operator	Programmer/Analyst II
Budget Analyst	Project Assistant
Civil Engineer	Public Works Supervisor I
Computer Operator I	Public Works Technician
Computer Operator II	Real Estate Officer
Computer Operator III	Reprographics Specialist
Construction Inspector	Residential Rehabilitation Supervisor I
Data Entry Operator	Residential Rehabilitation Supervisor II
Engineering Aide	Revenue Supervisor
Equipment Maintenance Supervisor	Secretary to the City Clerk/City Attorney
Fire Education Specialist	Senior Accountant
Fire Network Administrator	Senior Building Permit Technician
Housing Planner	Senior Engineering Aide
Housing Specialist I	Senior Library Associate
Housing Specialist II	Senior Programmer/Analyst
Human Resources Technician	Special Program Coordinator
Integrated Waste Coordinator	Special Projects Coordinator
Junior Engineering Aide	Supervising Accountant
Junior Civil Engineer	Technical Coordinator/Theater
Library Associate	Theater Supervisor
Network Administrator	Water Construction Specialist
PABX Operator/Receptionist	Water Systems Technical Supervisor II
Parking Permit Inspector	Water Quality Contract Administrator
Personnel Analyst	

## EXHIBIT B

### JOB FAMILIES

1. Account Clerk I/Admin Clerk I  
Account Clerk II/Admin Clerk II  
Senior Account Clerk  
Junior Accountant  
Purchasing Coordinator  
Revenue Supervisor  
Accountant  
Senior Accountant  
Supervising Accountant
2. Junior Engineering Aide  
Engineering Aide  
Senior Engineering Aide  
Junior Civil Engineer  
Assistant Civil Engineer I/II  
Associate Civil Engineer  
Civil Engineer
3. Library Assistant  
Senior Library Assistant  
Automation Circulation Systems Operator  
Library Associate  
Senior Library Associate  
Librarian  
Senior Librarian  
Library Administrator
4. Planning Technician  
Assistant Planner  
Assistant Planner II  
Associate Planner  
Senior Planner  
Principal Planner
5. Building Inspector  
Plan Checker  
Senior Building Inspector  
Plan Checker/ Inspector  
Plan Check Engineer  
Principal Building Inspector
6. Data Entry Operator  
Computer Operator I  
Computer Operator II  
Computer Operator III  
Programmer  
Programmer/Analyst II  
Senior Programmer Analyst
7. Network Administrator  
Administrative Clerk I  
Administrative Clerk II  
Secretary  
Executive Secretary  
Secretary to the City Clerk/City Attorney  
Administrative Aide
8. Public Works Supervisor I  
Public Works Supervisor II  
Assistant Superintendent of Facilities & Maintenance
9. Water Construction Specialist  
Water Quality Contract Administrator  
Water Quality & Environmental Specialist  
Water Systems Supervisor II  
Water Systems Technical Supervisor II  
Assistant Superintendent of Utilities
10. Building Permit Technician  
Senior Building Permit Technician
11. Recreation Coordinator  
Recreation Supervisor
12. Housing Specialist I  
Housing Specialist II  
Housing Planner
13. Program Coordinator  
Program Supervisor  
Neighborhood Watch Coordinator
14. Center Supervisor  
Special Program Coordinator
15. Residential Rehabilitation Supervisor I  
Residential Rehabilitation Supervisor II
16. Assistant Civil Engineer I/II - Utilities  
Associate Utility Engineer

## EXHIBIT B

### JOB FAMILIES

The Following Classifications Have No Job Family:

Administrative Assistant  
Budget Analyst  
Code Enforcement Supervisor  
Construction Inspector  
Equipment Maintenance Supervisor  
Fire Communications Center Supervisor  
Fire Education Specialist  
Fire Mechanic  
Fire Network Administrator  
Fire Prevention Technician  
GIS Technician  
Hazardous Material/Fire Inspector  
Human Resources Technician  
Integrated Waste Coordinator  
KDB/Recycling & Waste Coordinator  
PABX Operator/Receptionist  
Parking Permit Inspector  
Personnel Analyst  
Police Records Supervisor  
Project Assistant  
Public Works Technician  
Real Estate Officer  
Reprographics Specialist  
Senior Code Enforcement Officer  
Special Projects Coordinator  
Technical Coordinator/Theater  
Theatre Supervisor  
Transit Coordinator  
Utilities Inspector

## EXHIBIT C

### PAY SCHEDULE EFFECTIVE MARCH 22, 2021

<b>Position Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Accountant	24.5472	25.8973	27.3217	28.8243	30.4095
Administrative Aide	30.1881	31.8484	33.6001	35.4482	37.3976
Administrative Assistant	24.0708	25.3949	26.7914	28.2648	29.8198
Administrative Clerk I	17.0025	17.9378	18.9245	19.9650	21.0628
Administrative Clerk II	18.9245	19.9650	21.0628	22.2220	23.4433
Ambulance Operator Coordinator	30.4000	32.0720	33.8361	35.6970	37.6303
Assistant Civil Engineer I	33.8289	35.6890	37.6523	39.7231	41.9081
Assistant Civil Engineer II	36.1632	38.1523	40.2505	42.4644	44.8000
Assistant Planner	29.1196	30.7212	32.4106	34.1934	36.0738
Assistant Planner II	31.1355	32.8478	34.6546	36.5604	38.5715
Assistant Superintendent of Facilities & Maintenance	37.1013	39.1418	41.2944	43.5657	45.9616
Assistant Superintendent of Utilities	37.1013	39.1418	41.2944	43.5657	45.9616
Associate Civil Engineer	38.6759	40.8032	43.0473	45.4149	47.9127
Associate Civil Engineer - Utilities	38.6759	40.8032	43.0473	45.4149	47.9127
Associate Planner	34.2057	36.0870	38.0720	40.1657	42.3738
Building Inspector	28.5761	30.1479	31.8063	33.5557	35.4012
Building Permit Technician	21.0990	22.2595	23.4842	24.7758	26.1383
Center Supervisor	32.1888	33.9592	35.8266	37.7973	39.8758
Code Enforcement Supervisor	34.8117	36.7263	38.7464	40.8770	43.1255
Executive Secretary	22.8160	24.0708	25.3949	26.7914	28.2648
Fire Communications Center Supervisor	36.7869	38.8101	40.9448	43.1963	45.5724
Fire Mechanic	29.6462	31.2768	32.9963	34.8117	36.7263
Fire Prevention Technician	21.0990	22.2595	23.4842	24.7758	26.1383
GIS Technician	26.4394	27.8935	29.4277	31.0463	32.7537
Hazardous Materials/Fire Inspector	43.4015	45.7887	48.3072	50.9640	53.7670
Junior Accountant	19.8484	20.9404	22.0917	23.3070	24.5888
KDB Recycle & Waste Coordinator	26.5109	27.9689	29.5073	31.1302	32.8424
Librarian	30.1803	31.8400	33.5916	35.4386	37.3818
Library Assistant	18.9188	19.9594	21.0574	22.2156	23.4375
Library Administrator	40.0538	42.2569	44.5809	47.0329	49.6196
Neighborhood Watch Coordinator	21.7098	22.9038	24.1635	25.4926	26.8945
Plan Checker/Inspector	33.5664	35.4123	37.3604	39.4143	41.5832
Police Records Supervisor	30.4000	32.0720	33.8361	35.6970	37.6303
Principal Building Inspector	40.2894	42.5053	44.8431	47.3094	49.9003
Principal Planner	41.2478	43.5166	45.9100	48.4350	51.1008
Program Coordinator	20.8890	22.0379	23.2501	24.5291	25.8777
Program Supervisor	34.8117	36.7263	38.7464	40.8770	43.1255
Public Works Supervisor II	32.4173	34.2007	36.0814	38.0664	40.1599
Purchasing Coordinator	21.8329	23.0336	24.3005	25.6371	27.0471
Recreation Coordinator	19.3171	20.3794	21.5003	22.6830	23.9303
Recreation Supervisor	32.1368	33.9042	35.7695	37.7357	39.8123
Secretary	19.4304	20.4988	21.6268	22.8160	24.0708
Senior Account Clerk	22.8719	24.1299	25.4572	26.8568	28.3342
Senior Building Inspector	33.5664	35.4123	37.3604	39.4143	41.5832
Senior Code Enforcement Officer	30.5107	32.1888	33.9592	35.8266	37.7972
Senior Librarian	35.4365	37.3854	39.4418	41.6111	43.8995
Senior Library Assistant	20.5082	21.6359	22.8266	24.0813	25.4064
Senior Planner	38.0701	40.1641	42.3730	44.7034	47.1563
Supervising Library Assistant	26.4784	27.9346	29.4711	31.0921	32.8018
Utilities Inspector	28.5761	30.1479	31.8063	33.5557	35.4012
Water Systems Supervisor II	32.4173	34.2007	36.0814	38.0664	40.1599
Water Quality & Environmental Specialist	32.4173	34.2007	36.0814	38.0664	40.1599



**EXHIBIT C**

**PAY SCHEDULE EFFECTIVE MARCH 21, 2022**

<b>Position Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Accountant	25.0381	26.4153	27.8681	29.4008	31.0177
Administrative Aide	30.7919	32.4854	34.2721	36.1572	38.1456
Administrative Assistant	24.5522	25.9028	27.3272	28.8301	30.4162
Administrative Clerk I	17.3426	18.2966	19.3030	20.3643	21.4841
Administrative Clerk II	19.3030	20.3643	21.4841	22.6664	23.9122
Ambulance Operator Coordinator	31.0080	32.7134	34.5128	36.4109	38.3829
Assistant Civil Engineer I	34.5055	36.4028	38.4054	40.5176	42.7463
Assistant Civil Engineer II	36.8865	38.9154	41.0555	43.3137	45.6960
Assistant Planner	29.7020	31.3356	33.0588	34.8773	36.7953
Assistant Planner II	31.7582	33.5048	35.3477	37.2916	39.3429
Assistant Superintendent of Facilities & Maintenance	37.8433	39.9246	42.1203	44.4370	46.8808
Assistant Superintendent of Utilities	37.8433	39.9246	42.1203	44.4370	46.8808
Associate Civil Engineer	39.4494	41.6193	43.9083	46.3232	48.8710
Associate Civil Engineer - Utilities	39.4494	41.6193	43.9083	46.3232	48.8710
Associate Planner	34.8898	36.8087	38.8334	40.9690	43.2213
Building Inspector	29.1476	30.7509	32.4424	34.2268	36.1092
Building Permit Technician	21.5210	22.7047	23.9539	25.2713	26.6611
Center Supervisor	32.8326	34.6384	36.5431	38.5533	40.6733
Code Enforcement Supervisor	35.5079	37.4608	39.5213	41.6945	43.9880
Executive Secretary	23.2723	24.5522	25.9028	27.3272	28.8301
Fire Communications Center Supervisor	37.5226	39.5863	41.7637	44.0602	46.4839
Fire Mechanic	30.2391	31.9023	33.6562	35.5079	37.4608
Fire Prevention Technician	21.5210	22.7047	23.9539	25.2713	26.6611
GIS Technician	26.9682	28.4514	30.0163	31.6672	33.4088
Hazardous Materials/Fire Inspector	44.2695	46.7045	49.2733	51.9833	54.8423
Junior Accountant	20.2454	21.3592	22.5335	23.7731	25.0806
KDB Recycle & Waste Coordinator	27.0411	28.5283	30.0975	31.7528	33.4993
Librarian	30.7839	32.4768	34.2634	36.1474	38.1294
Library Administrator	40.8549	43.1020	45.4725	47.9736	50.6120
Library Assistant	19.2972	20.3586	21.4786	22.6599	23.9063
Neighborhood Watch Coordinator	22.1440	23.3619	24.6468	26.0025	27.4324
Plan Checker/Inspector	34.2377	36.1206	38.1076	40.2026	42.4149
Police Records Supervisor	31.0080	32.7134	34.5128	36.4109	38.3829
Principal Building Inspector	41.0952	43.3554	45.7400	48.2556	50.8983
Principal Planner	42.0728	44.3869	46.8282	49.4037	52.1228
Program Coordinator	21.3068	22.4787	23.7151	25.0197	26.3953
Program Supervisor	35.5079	37.4608	39.5213	41.6945	43.9880
Public Works Supervisor II	33.0657	34.8847	36.8030	38.8277	40.9631
Purchasing Coordinator	22.2696	23.4943	24.7865	26.1498	27.5880
Recreation Coordinator	19.7034	20.7870	21.9303	23.1367	24.4089
Recreation Supervisor	32.7795	34.5823	36.4849	38.4904	40.6086
Secretary	19.8190	20.9088	22.0593	23.2723	24.5522
Senior Account Clerk	23.3293	24.6125	25.9663	27.3939	28.9009
Senior Building Inspector	34.2377	36.1206	38.1076	40.2026	42.4149
Senior Code Enforcement Officer	31.1209	32.8326	34.6384	36.5431	38.5531
Senior Librarian	36.1452	38.1331	40.2306	42.4433	44.7775
Senior Library Assistant	20.9184	22.0686	23.2831	24.5629	25.9145
Senior Planner	38.8315	40.9674	43.2205	45.5975	48.0994
Supervising Library Assistant	27.0080	28.4933	30.0605	31.7139	33.4578
Utilities Inspector	29.1476	30.7509	32.4424	34.2268	36.1092
Water Systems Supervisor II	33.0657	34.8847	36.8030	38.8277	40.9631
Water Quality & Environmental Specialist	33.0657	34.8847	36.8030	38.8277	40.9631



Item No.

APPROVED BY  
CITY MANAGER

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OFFICE OF THE CITY MANAGER  
BY JAMES MCQUEEN, DIRECTOR HUMAN RESOURCES

DATE: MARCH 23, 2021

SUBJECT: ADOPTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY CITY EMPLOYEES' ASSOCIATION – MAINTENANCE UNIT

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached Resolution:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY CITY EMPLOYEES' ASSOCIATION – MAINTENANCE UNIT (APRIL 1, 2021 – MARCH 31, 2023).**

**BACKGROUND**

At its meeting on February 23, 2021, the City Council authorized John Oskoui, Assistant City Manager and James McQueen, Director of Human Resources, as the City's representatives to begin labor negotiations with the Downey City Employees' Association- Maintenance Unit (MAINT) for a successor Memorandum of Understanding (MOU). The current MOU is scheduled to expire on March 31, 2021. The first meeting of the City's labor negotiations process was held on March 2, 2021 and a Tentative Agreement on the successor MOU was reached between the parties on March 16, 2021.

**DISCUSSION**

An agreement has been reached between the City and the MAINT on a successor MOU for the two year term of April 1, 2021 to March 31, 2023. The MAINT currently represents approximately 37 employees in field positions for the Public Works Department. The MOU includes the following negotiated provisions with substantive economic impact:

- Across the board pay increases for all represented classifications: 2% effective the start of the pay period that includes April 1, 2021; and 2% effective the start of the pay period that includes April 1, 2022.
- Continuation of employee ("Classic" member) 5% cost sharing of reportable earnings towards City's CalPERS pension costs for the 2.7% @ age 55

- retirement formula and no other changes to current employee pick up of member contribution for second tier (2% at age 60) and third tier (2% at age 62) retirement formulas; and,
- Continuation of City contribution towards employee medical insurance of up to second highest PPO (Preferred Provider Option) premium rates (Los Angeles County Region) offered by CalPERS.

In addition to economic items, other revised or added contract language changes are included based on the need to clarify or update provisions in accordance with practice or law as follows:

- Medical opt out money to be paid to employee as taxable earnings in connection with legal requirements.
- Overtime language revision to state that opt out money is not included in overtime rate unless required by law.
- Incorporate side letter language adopted by council September 8, 2020.
- Re-opener provision during the term of the MOU to discuss labor cost saving measures.
- Language adjustments removing historical provisions and dates.

The negotiated provisions have been ratified by the Association membership. This Memorandum of Understanding is a product of a labor negotiation process involving the MAINT and City management representatives. Labor negotiations were completed in accordance with State law and the City's Employer-Employee Relations Ordinance and personnel rules and regulations.

## **CITY COUNCIL PRIORITIES**

Fiscal Responsibility

## **FISCAL IMPACT**

The Agreement represents increased personnel costs in the approximate amounts of \$84,182 in Contract Year 1 and \$85,866 in Contract Year 2.

## **ATTACHMENTS**

Attachment A: Resolution

Attachment B: MAINT MOU (April 1, 2021 – March 31, 2023)

**RESOLUTION NO. 21-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY CITY EMPLOYEES' ASSOCIATION – MAINTENANCE UNIT (APRIL 1, 2021 – MARCH 31, 2023).**

**WHEREAS**, the City of Downey, hereinafter referred to as "City," and the Downey City Employees' Association- Maintenance Unit hereinafter referred to as "MAINT" have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and Employee Relations Ordinance 1118; and

**WHEREAS**, the City and the MAINT have memorialized the Agreement in a written Memorandum of Understanding.

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

**SECTION 1.** The Memorandum of Understanding between the City and the MAINT, attached hereto, is hereby approved in substantially the form thereof together with any additions thereto or changes therein deemed necessary or advisable by the City Manager.

**SECTION 2.** The Assistant City Manager and Director of Human Resources are authorized to sign the Memorandum of Understanding.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 23<sup>rd</sup> day of March, 2021.

\_\_\_\_\_  
CLAUDIA FROMETA, Mayor

ATTEST:

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC  
City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a regular meeting held on the 23<sup>rd</sup> day of March, 2021, by the following vote, to wit:

AYES:	Council Members:
NOES:	Council Member:
ABSENT:	Council Member:
ABSTAIN:	Council Member:

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC  
City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CITY OF DOWNEY**  
**AND**  
**THE DOWNEY CITY EMPLOYEES' ASSOCIATION -**  
**MAINTENANCE UNIT**

**April 1, 2021 – March 31, 2023**



# Table of Contents

<b>ARTICLE I</b> .....	1
RECOGNITION.....	1
<b>ARTICLE II</b> .....	1
NON-DISCRIMINATION .....	1
<b>ARTICLE III</b> .....	2
BASIC COMPENSATION PLAN .....	2
Section 1. Salary Increases.....	2
Section 2. Plan of Salary Schedules.....	2
Section 3. Eligibility for Salary Advancement.....	2
Section 4. Salary Schedule Step Reduction .....	3
Section 5. Longevity Pay.....	3
Section 6. Mechanic Tools .....	3
Section 7. Out-of-Rank Pay.....	4
Section 8. Safety Work Boots.....	4
Section 9. Acting Pay .....	4
Section 10. Backflow Certification Pay (Education Incentive) .....	4
Section 11. Bonus Pay for Training .....	5
Section 12. Bilingual Pay.....	5
Section 13. Water System Operator Certificate Pay .....	5
Section 14. Pesticide Applicator’s License Pay .....	6
Section 15. On-Duty Training for Commercial Driver’s License .....	6
Section 16. Commercial Licensed Driver Pay.....	6
Section 17. Calculating the Value of Special Compensation.....	6
Section 18. Uniform & Maintenance Reporting to CalPERS .....	7
<b>ARTICLE IV</b> .....	8
WORK WEEK .....	8
Section 1. Work Schedule .....	8
Section 2. Voluntary Reduction of Full-Time Hours .....	8
<b>ARTICLE V</b> .....	9
OVERTIME .....	9
Section 1. Overtime Compensation .....	9
Section 2. No Pyramiding .....	9
Section 3. Overtime Policy .....	9

Section 4. Compensatory Time Off.....	9
<b>ARTICLE VI</b> .....	9
COMPENSATION FOR CALL BACK.....	9
Section 1. Call Back Duty.....	9
Section 2. Hours.....	10
Section 3. Emergencies.....	10
Section 4. Standby Duty.....	10
<b>ARTICLE VII</b> .....	10
HOLIDAYS.....	10
<b>ARTICLE VIII</b> .....	11
VACATION.....	11
Section 1. Accruals.....	11
Section 2. Accrual Limits.....	11
Section 3. Vacation Approval.....	12
Section 4. Vacation Pay-Out.....	12
Section 5. Accrual Calculation.....	12
Section 6. Use of Vacation.....	12
<b>ARTICLE IX</b> .....	12
NON-PAID LEAVE OF ABSENCE.....	12
Section 1. Leave of Absence Without Pay.....	12
Section 2. Health Insurance Premiums.....	12
Section 3. Written Notice of Intent to Return.....	12
Section 4. Outside Employment While on Leave.....	13
Section 5. Unpaid Leave and Accumulation of Benefits.....	13
<b>ARTICLE X</b> .....	13
SICK LEAVE.....	13
Section 1. Sick Leave Accruals.....	13
Section 2. Use of Protected Sick Leave.....	13
<b>ARTICLE XI</b> .....	15
OTHER USES OF SICK LEAVE.....	15
Section 1. Sick Leave Conversion at Retirement or Death.....	15
Section 2. Sick Leave Conversion to Vacation.....	15
Section 3. Bereavement Leave.....	15
Section 4. Personal Leave.....	15
Section 5. Employee Disability Leave.....	16
<b>ARTICLE XII</b> .....	17

OTHER LEAVES.....	17
Section 1. Workers' Compensation - Injury on Duty Leave .....	17
Section 2. Military Leave .....	18
Section 3. Jury Duty .....	18
Section 4. "Child-Related Activities" Leave.....	18
Section 5. Consultation of Human Resources .....	18
<b>ARTICLE XII</b> .....	19
FRINGE BENEFIT ADMINISTRATION .....	19
Section 1. Administration.....	19
Section 2. Selection and Funding.....	19
Section 3. Changes.....	19
<b>ARTICLE XIV</b> .....	19
MEDICAL, DENTAL AND OTHER INSURANCE.....	19
Section 1. Medical Insurance.....	19
Section 2. Dental Insurance. ....	20
Section 3. Life & Accidental Death & Dismemberment (AD&D) Insurance.....	20
Section 4. Long Term Disability Insurance.....	21
Section 5. Employee Assistance Program (EAP).....	21
Section 6. IRS Section 125 Benefit (Cafeteria) Plan.....	21
<b>ARTICLE XV</b> .....	21
RETIREMENT.....	21
Section 1. California Public Employees' Retirement System Coverage .....	21
Section 2. First Tier Retirement Formula .....	21
Section 3. Second Tier Retirement Formula.....	22
Section 4. Third Tier ("PEPRA" Tier) Retirement Formula .....	23
Section 5. Survivor/Death Benefits .....	23
Section 6. City Retiree Medical Contribution.....	23
<b>ARTICLE XVI</b> .....	24
TUITION REIMBURSEMENT.....	24
Section 1. Reimbursement Rates .....	24
<b>ARTICLE XVII</b> .....	24
PROBATIONARY PERIOD .....	24
<b>ARTICLE XVIII</b> .....	25
SENIORITY.....	25
Section 1. Seniority Date .....	25
Section 2. Layoffs.....	25

Section 3. Loss of Seniority Rights .....	26
Section 4. Re-Employment List .....	26
Section 5. Layoff Notice and Severance Pay .....	26
<b>ARTICLE XIX</b> .....	26
CITY RIGHTS .....	26
Section 1. Management Rights .....	26
Section 2. Exercise of Management Rights .....	27
Section 3. Contracting Out .....	27
<b>ARTICLE XX</b> .....	28
EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES .....	28
Section 1. New Employee Orientation .....	28
Section 2. Dues Deductions .....	28
Section 3. Release Time .....	<b>Error! Bookmark not defined.</b>
Section 4. Maintenance of Membership .....	28
Section 5. Indemnification .....	28
<b>ARTICLE XXI</b> .....	29
NO STRIKE - NO LOCKOUT .....	29
<b>ARTICLE XXII</b> .....	29
GRIEVANCE PROCEDURE .....	29
Section 1. Grievance .....	29
Section 2. Conduct of the Grievance Procedure .....	30
Section 3. Grievance Procedure Steps .....	30
<b>ARTICLE XXIII</b> .....	31
MISCELLANEOUS .....	31
Section 1. Substance Abuse Policy .....	31
Section 2. Lateral Transfer and Promotional Recruitment .....	34
Section 3. Labor-Management Committee .....	35
Section 4. Leave Entitlement .....	35
Section 5. Court Referrals .....	35
Section 6. American with Disabilities Act .....	35
<b>ARTICLE XXIV</b> .....	36
REOPENER .....	36
<b>ARTICLE XXV</b> .....	36
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING .....	36
<b>ARTICLE XXVI</b> .....	36
WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT .....	36

<b>ARTICLE XXVII</b> .....	36
EMERGENCY WAIVER PROVISION .....	36
<b>ARTICLE XXVII</b> .....	37
SEPARABILITY.....	37
<b>ARTICLE XXIX</b> .....	37
TERM OF THIS MEMORANDUM OF UNDERSTANDING.....	37
<b>ARTICLE XXX</b> .....	38
RATIFICATION AND EXECUTION .....	38
<b>EXHIBIT A</b> .....	39
CLASSIFICATIONS REPRESENTED BY THE DOWNEY CITY EMPLOYEES' ASSOCIATION - MAINTENANCE UNIT.....	39
<b>EXHIBIT B</b> .....	40
PAY SCHEDULE EFFECTIVE MARCH 22, 2021 .....	<b>Error! Bookmark not defined.</b>
PAY SCHEDULE EFFECTIVE MARCH 21, 2022 .....	40



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DOWNEY AND  
THE DOWNEY CITY EMPLOYEES' ASSOCIATION - MAINTENANCE UNIT**

**ARTICLE I**

**RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance No. 394 and the Supplemental Employee Relations Rules and Regulations of the City of Downey, the City of Downey (hereinafter called the "City") has recognized the Downey City Employees' Association-Maintenance Unit, (hereinafter called the Association,) as the exclusive representative of employees in the Maintenance Unit which includes the classifications described in Exhibit A. The City has recognized the Association for the purpose of meeting its obligations under the Meyers-Milius-Brown Act, Government Code Section 3500 etc. seq. and the Employee Relations Resolution of the City when City rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

**ARTICLE II**

**NON-DISCRIMINATION**

**Section 1.** The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employee Relations Ordinance and Government Code Sections 3500 and 3511.

**Section 2.** The Association and the City agree not to discriminate against any employee with respect to recruiting, hiring and promotion based upon race, sex, religion, color, national origin, ancestry, age or qualified physical handicap. All decisions with respect to recruiting, hiring and promotion shall be based upon an individual's qualifications, as related to the requirements of the position being filled. The Association and the City further agree that other personnel matters, including but not limited to, compensation, benefits, transfers, layoffs, recall from layoffs, training, education and social and recreational programs shall be administered without regard to race, sex, religion, color, national origin, ancestry, age, or qualified physical handicap. The Association further agrees not to discriminate against any member or applicant for membership on the basis of race, sex, religion, color, national origin, ancestry, age, or qualified physical handicap.

The City encourages all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of City policy. No employment decision may be made based upon an employee's submission to or rejection of such conduct. Any employee who believes that he is the victim of such harassment, whether sexual, racial, ethnic or religious, is required immediately to report the conduct to a supervisor, the department head or the Human Resources Director. Any employee who engages in such conduct is subject to disciplinary action, including immediate discharge.

**Section 3.** Whenever the masculine gender is used in this Memorandum of Understanding, (MOU) it shall be understood to include the feminine gender.

## **ARTICLE III**

### **BASIC COMPENSATION PLAN**

#### **Section 1. Salary Increases.**

**A.** Employees in classifications covered by this Memorandum of Understanding as referenced in Exhibit A shall receive pay increases based on the following pay range adjustments:

1. Effective the start of the pay period that includes April 1, 2021, a two percent (2%) across the board base pay range increase.
2. Effective the start of the pay period that includes April 1, 2022, a two percent (2%) across the board base pay range increase.

#### **Section 2. Plan of Salary Schedules.**

**A.** The pay plan consists of a set of monthly salary schedules. Each of such schedules is designated by a schedule number. Each schedule consists of five (5) steps of monthly compensation, each of which is designated by step letter.

**B.** For payroll purposes, the hourly equivalent of a monthly rate shall be computed by dividing twelve (12) times the monthly rate by fifty-two (52) times the number of working hours per week.

#### **Section 3. Eligibility for Salary Advancement.**

##### **A. Eligibility for Salary Step Increase.**

1. Salary step increases shall be considered on a merit basis only, and then only at the following times, and in accordance with subsection B below.
2. All full time appointments shall be made at the first step of the salary schedule assigned that class, unless prior written approval of the City Manager is obtained for appointments at a higher step in the assigned schedule.
3. No salary advancements shall be made so as to exceed the maximum rate established in the salary schedule for the class to which the employee's position is allocated.

##### **B. Qualification for Salary Step Advancement.**

1. Advancement shall not be automatic but, shall be based upon merit, dependent upon increased service value of an employee to the City as exemplified by recommendations of his supervisor, length of service, performance record, special training undertaken, and other objective evidence.
2. Only employees rated as meeting the standard of fully effective work performance shall be qualified to advance to the salary steps B, C, D and E.

**C. Merit Evaluation.**

1. Every employee shall receive an objective, written job performance rating, no sooner than twenty (20) working days before, no later than ten (10) working days before the date of eligibility for each salary step, merit longevity or hourly increase, and annually thereafter, and upon a change of employment status. Nothing in this section shall prohibit the department head from authorizing a supervisor to give an additional objective rating to an employee between those periods of time described in this section.
2. It shall be the duty of the department head to delegate the responsibility of every employee's rating to that level of supervision having immediate knowledge of the employee's work. An employee shall be rated by his immediate supervisor, which rating shall be reviewed by the department head.

**Section 4. Salary Schedule Step Reduction.** Whenever an employee's work performance falls below the level for which a step increase was granted, an employee's authorized pay may be reduced to the employee's previous step rate under written procedures established by the City for demotions and reduction in pay.

**Section 5. Longevity Pay.**

**A. Eligibility.** As early as at least July 1, 2011, regular employees who have completed ten (10) and twenty (20) years of service with the City of Downey have and shall continue to receive longevity pay adjustments as follows:

<u>Service</u>	<u>Compensation Adjustment</u>
10 years	5.5000%
20 years	8.4020%

Longevity pay is effective the start of the pay period that includes the ten (10) or twenty (20) year anniversary date. Such pay is not cumulative.

**B. Qualification for Merit Longevity Lump Sum Payment.** Employees covered under the First Tier Retirement Formula as outlined in Article XV Section II who receives or will receive Longevity Pay shall also qualify to receive a one-time annual Merit Longevity Lump Sum Payment in connection with their annual evaluation pursuant to Administrative Regulation 436 in which their performance evaluation rating is "meets standards" or above. The Merit Longevity Lump Sum Payment value is seven hundred fifty dollars (\$750.00).

**Section 6. Mechanic Tools.** If tools provided by the Mechanics are lost due to fire or verified burglary, then the City shall replace said tools. The Police Department would provide verification of burglary, after review of appropriate evidence.

Each Mechanic shall be reimbursed for the purchase of tools up to an annual budget limit. Effective January 1, 2009, the annual budget limit for the purchase of tools shall be one thousand dollars (\$1,000.00). At the earliest possible time after purchase, the employee shall claim reimbursement for approved tools by submitting an itemized receipt. The department head shall expeditiously authorize such reimbursement for approved tools. Approved tools shall be of

a high quality, bearing a brand name that is recognized throughout the industry and approved by the department head (e.g., Sears-Craftsman, Proto, Snap -On).

**Section 7. Out-of-Rank Pay.** To assure the orderly performance and continuity of municipal services, the City may temporarily assign employees to perform certain duties that are outside of their job description. Such duties are generally associated with the employee's possession of specific knowledge, ability or skill to perform such duties. The selection of an employee for an out-of-rank assignment shall be at the discretion of the department head or his designee. Five and one-half percent (5.5%) above the base hourly rate of pay shall be paid to an employee authorized to receive out of rank pay beginning with the start of the payroll period that includes the date upon which out of rank duties are assigned. Paid holidays shall be considered as days actually worked. Other forms of authorized leave such as sick leave, emergency leave and vacation shall not be considered as days actually worked. An employee who receives out-of-rank pay will continue to receive any salary premium amounts (longevity, certificate pay, etc.), will maintain their existing benefits, and will receive any general salary adjustments provided to employees with the same classification.

**Section 8. Safety Work Boots.** Effective the start of the pay period following City Council adoption of this Memorandum of Understanding, covered maintenance employees in the Public Works Department and Community Development Departments, other than those crews listed below shall be reimbursed for the purchase of approved safety work boots up to an annual budget limit of \$200.00. Effective the start of the pay period following City Council adoption of this Memorandum of Understanding, covered employees who work in the park crew, street crew, the water distribution crew, mechanics, and the water supply crew shall be reimbursed for the purchase of approved safety work boots up to an annual budget limit of \$240.00. Such reimbursement shall be made upon presentation by the employee of an itemized receipt showing that work boots, meeting City safety requirements, have been purchased. Maintenance employees shall wear work boots meeting safety requirements at all times while on duty. The City agrees to permit a one-year carry over of the boot allowance at the employee's option to cover the purchase of boots in excess of the budget limit. Effective November 10, 2009, an employee may use any unused amount of the annual boot allowance towards the purchase of products for the care and maintenance of safety shoes such as repellent sprays, polish, shoelaces, and insoles.

**Section 9. Acting Pay.** An employee who has been designated by the City to serve in an acting assignment shall receive Step A of the range for the classification in which the employee is performing active duties or five and one-half percent (5.5%), whichever is greater. An acting assignment is temporary and requires that the assigned employee meets the qualifications for the classification assigned and performs all duties regularly assigned to the higher classification. The selection of an employee to serve in an acting assignment shall be authorized by the department head and shall take effect with the start of the payroll period that includes the date upon which the acting assignment was authorized by the department head. Service in an acting assignment shall not be used as a basis for, or in support of, a request for reclassification. An employee who receives acting pay will continue to receive any salary premium amounts (longevity, certificate pay, etc.), will maintain their existing benefits, and will receive any general salary adjustments provided to employees with the same classification.

**Section 10. Backflow Certification Pay (Education Incentive).** The Director of Public Works shall have the authority and discretion to provide and/or eliminate Education Incentive (Backflow Certification Pay) to any covered employee up to budget authority for successfully

completing and maintaining the Los Angeles County Certified Backflow Tested Certification. Approved employees with the Certified Backflow Tester Certification shall receive a salary additive of five and one-half percent (5.5%) above the employee's regular rate of pay. Employees shall immediately notify their supervisor if they have lost their certification for any reason.

**Section 11. Bonus Pay for Training.** At the department head's discretion, an employee who is assigned by the department head to train new employees may be paid an amount equal to two and three-quarters percent (2-3/4%) of the appropriate range in the salary schedule for a maximum period of twelve (12) months. To be eligible to receive the bonus pay for training, an employee must be specifically assigned to a trainee by the department head. A trainer will receive the extra stipend for hours scheduled and worked in a training capacity.

**Section 12. Bilingual Pay.** Employees required to speak or translate Spanish as part of their regular duties will be compensated seventy dollars (\$70.00) per bi-weekly pay period in addition to their regular salary. The employee's department head has the authority and discretion to assign and/or remove this bonus up to budget authority. To be eligible for this assignment, the employee must pass a conversational examination administered by a court certified interpreter, or an employee who has been certified by the Human Resources Director to administer such examination.

**Section 13. Water System Operator Certificate Pay.** Effective the first pay period following City Council adoption of this MOU, employees who are assigned to the Utilities Division shall receive additional compensation at the following rates of pay upon attainment of the following California Water Resources Control Board and California Water Environment Association certificate series:

**A. Certificate Level I Pay** - An employee who obtains and maintains a valid Distribution I, Treatment I or a California Water Environment Association (CWEA) Collection System Maintenance I certificate shall be eligible to receive Certificate Pay at the rate of one hundred and fifteen dollars (\$115.00) per month.

**B. Certificate Level II Pay** - An employee who obtains and maintains a valid Distribution II, Treatment II, or a California Water Environment Association (CWEA) Collection System Maintenance II certificate shall be eligible to receive Certificate Pay at the rate of two hundred and sixty-five dollars (\$265.00) per month.

**C. Certificate Level III Pay** - An employee who obtains and maintains a valid Distribution III, Treatment III, or a California Water Environment Association (CWEA) Collection System Maintenance III certificate shall be eligible to receive Certificate Pay at the rate of two hundred and ninety-five dollars (\$295.00) per month.

**D.** An employee is entitled to receive only one level of Certificate Pay provided under Sections A, B, and C above.

**E.** An employee who receives certificate pay in accordance with sections A-C above who obtains and maintains an additional valid Distribution, Treatment, or CWEA Grade II or higher certificate in a series other than the one compensated in A-C above, shall receive an additional thirty dollars (\$30.00) per month.



F. No additional compensation shall be granted for higher level certificates not included above.

G. An employee shall immediately notify their supervisor if they have lost their certification for any reason. Failure to maintain the appropriate certificate will result in the loss of certificate pay as well as additional appropriate personnel action.

**Section 14. Pesticide Applicator's License Pay.** Effective January 2, 2006, the Director of Public Works shall have the authority and discretion to provide and/or eliminate Pesticide Applicator's License Pay to any covered employee up to budget authority. Employees who are so assigned and qualified shall receive Pesticide Applicator's License Pay of one hundred dollars (\$100.00) per month above the employee's regular rate of pay. The Director of Public Works has the discretion to establish appropriate selection criteria and job responsibility related to this special pay.

Effective April 24, 2018, this provision shall be clarified to include employees who are so assigned in the Utilities Division. This provision shall also include reimbursement or payment of the pesticide applicator's license fee and annual cost for membership in the Pesticide Applicator's Professional Association (PAPA) as authorized by the Director of Public Works.

**Section 15. On-Duty Training for Commercial Driver's License.** The City shall continue to provide on-duty training to a non-probationary employee to assist him attain or maintain the required commercial driver's license and endorsement(s). Training shall be scheduled accordingly within the regular schedule of operations and shall be based on the availability of resources to conduct the training.

**Section 16. Commercial Licensed Driver Pay.** Effective the start of the first pay period following City Council adoption of this Memorandum of Understanding, an employee who possesses and maintains a valid Class A or Class B Commercial Driver's License will be compensated as follows:

- Class A – Seventy-five dollars (\$75.00) per month
- Class B – Twenty-five dollars (\$25.00) per month

It is the responsibility of the employee to maintain a valid Commercial Driver's License under this provision to qualify for this pay. Should an employee receiving Commercial Driver's License pay no longer maintain a valid qualifying license, he must contact Human Resources immediately to provide notification.

**Section 17. Calculating the Value of Special Compensation (Spec Comp).** Beginning or earlier than July 1, 2011, the values of the following special compensation items are calculated using a compounding method that calculates them in the following order: (1) Longevity Pay; (2) Backflow Certification Pay (Education Incentive). Any other special compensation items are not included in the compounding calculation.

If the employee receives one or more of the special compensation items subject to compounding referenced above, the one that is highest in the order above is calculated first, as the applicable percent of the base hourly rate of pay. For each additional special compensation item on the list above, the value shall be determined by multiplying the next one received in the above order as a percentage of the base hourly rate of pay plus the value of the special

compensation items already calculated under this method.

An example of the calculation method for a Water Systems Operator II who works eighty (80) hours in a two week pay period is as follows:

Employee Base Hourly Rate \$ 23.5398	Reportable Earnings @ 80 Hours	\$1,883.18
1. Longevity Pay (8.4020%)	Spec Comp Earnings	\$ 158.22
2. Backflow Certification (5.5 %) (Education Incentive)	Spec Comp Earnings	\$ 112.28

**Section 18. Uniform & Maintenance Reporting to CalPERS.**

**A.** The monetary value for the purchase and/or rental and maintenance of uniforms through City-contracted uniform providers is reportable to CalPERS as “special compensation.” This excludes items that are for personal health and safety such as protective garments and safety shoes. In accordance with the Public Employees’ Pension Reform Act (Government Code Section 7522 et. seq.) the reporting of uniform and maintenance value as “special compensation” for CalPERS members hired on or after January 1, 2013 is prohibited.

**B.** Upon hire the City will provide up to the following number of uniform components to employees in the following Divisions:

Maintenance & Facilities: 11 Shirts; 11 Pants/Shorts; 1 Rain Jacket & Pant Set; 1 Sweatshirt; 1 Jacket; and, 1 Hat/Beanie

Utilities: 11 Shirts; 11 Pants; 1 Sweatshirt; 1 Jacket; and, 1 Hat/Beanie

Transit: 5 Shirts; 4 Pants/Shorts; 1 Jacket; 1 Hat/Visor

The City shall provide uniforms for any employee required to wear a uniform in the course of his regular job duties. Upon the recommendation of the immediate supervisor, an employee may be approved for uniform replacement of any uniform component(s) based upon normal wear and tear or if damaged or destroyed in the discharge of the employee’s regular job duties.

**C.** The parties agree that effective July 1, 2011, the average annual cost incurred by the City for the purchase and/or rental, and maintenance of employee uniforms will be reported as special compensation pursuant to Section 571(a)(5) of the CalPERS regulations. The amount reportable for the purchase and/or rental and maintenance of uniforms is based on the average annual cost paid for by the City for each employee over the previous three fiscal years (FY 2014-2015, FY2015-2016, and FY 2016-2017) and shall not exceed four hundred dollars (\$400.00). The annual amount shall be reported on a per bi-weekly pay period basis.

## **ARTICLE IV**

### **WORK WEEK**

#### **Section 1. Work Schedule.**

**A.** The "9/80" schedule provides eighty (80) hours of scheduled work in a two-week pay period. Employees are scheduled to work eight (8) nine (9) hour shifts and one (1) eight (8) hour shift in a two week pay period. There is one alternating day off in the work schedule. The alternating day off is Friday. The work week for FLSA overtime purposes shall start (4) four hours into the nine (9) hour Friday shift. Management shall maintain the right to schedule employee's work days, start and end times, establishing FLSA work weeks, etc.

**B.** Employees with hardships may request to their department head to be assigned the five (5) eight (8) hour shifts per work week for eighty (80) hours of scheduled work in a two (2) week pay period. The work week for FLSA overtime purposes for this schedule shall start at 12:01 a.m. Monday and end at 12:00 a.m. Sunday. If the request is denied, the Association and City agree that the only appeal shall be to the Assistant City Manager. The decision of the Assistant City Manager shall be final with no further appeal.

#### **Section 2. Voluntary Reduction of Full-Time Hours.**

**A.** A department head may grant a request from a full-time employee to reduce their work hours below forty (40) hours in a work week. Employees may request reductions of up to, but not to exceed, sixteen (16) hours in a two (2) week pay period. This Section shall not apply to employees who request reductions of more than sixteen (16) hours in a pay period.

**B.** Employees who participate in this voluntary program shall maintain their status of "full-time" with all the normal rights and privileges that status holds unless specifically altered by this section.

**C.** Employees who are granted a reduction shall have salary reduced in proportion to the reduced hours or shall be paid for the actual hours worked.

**D.** The City shall continue contributions to medical benefits as outlined in this MOU.

**E.** Leave time benefits such as vacation, sick leave and holidays, shall be reduced in proportion to the hours worked.

**F.** All approved programs shall begin on the first Monday in the month that begins a pay period. Employees approved for this program shall be required to remain on the reduced schedule for at least two (2) pay periods. Employees shall only make two (2) requests/changes per fiscal year.

**G.** Nothing in this Section shall diminish management rights to schedule working hours, starting times, the number of hours worked, nor right to refuse requests; nor other rights as previously reserved.

## ARTICLE V

### OVERTIME

**Section 1. Overtime Compensation.** Overtime may be compensated in time off or money. Employees assigned to work overtime shall have the right to be paid money, unless the form of compensation time off has been discussed in advance. All approved overtime worked by an employee in excess of forty (40) hours in the employee's work week shall be paid at the rate of one and one-half (1.5) the employee's regular hourly rate. All non-statutory overtime shall be paid at one and one half times the regular rate of pay, as defined in the FLSA, except that cash received by employees who opt out of health insurance shall not be included in those calculations. Management may inform employees, prior to the performance of the work, that only "compensatory time" is available. In this instance, employees shall have the right to refuse the overtime assignment.

**Section 2. No Pyramiding.** There shall be no pyramiding of overtime, which means that employees shall not be compensated more than once for the same hours under any provision of this Agreement.

**Section 3. Overtime Policy.** It is the policy of the City that overtime work is to be discouraged. However, in cases of emergency or whenever public interests or necessity requires, any department or division head may require any employee in such department or division to perform overtime work. The City shall assign overtime on a fair and equitable basis and shall establish a system of rotation of overtime. The City agrees to implement and update to the current Policy to insure that overtime assignments and assignment of the stand-by pager in the Utilities Division are rotated among qualified personnel, provided that such system shall guarantee the integrity of the City's ability to perform services with adequate available manpower. The projects and types of work for which overtime may be authorized shall be approved in advance by the City Manager, except in the event of emergency, overtime is authorized by the department head or his designate.

**Section 4. Compensatory Time Off.** Where elected, compensatory time off is provided at a rate of one and one-half (1.5) hours for each overtime hour worked. The maximum compensatory time off an employee may accrue is two hundred forty (240) hours (up to one hundred sixty (160) overtime hours worked) in accordance with the Federal Labor Standards Act (FLSA). Effective upon adoption of this Memorandum of Understanding, any compensatory time off hours earned in lieu of overtime pay that are in excess or will exceed the FLSA maximum, shall be paid out at the overtime rate and an employee shall not be allowed to accrue compensatory time off until earned compensatory time off hours fall below the FLSA maximum.

Unused compensatory time off hours shall be paid out upon separation from employment at the higher of (a) the employee's average rate of pay for the final three years of employment, or (b) at the employee's final regular rate of pay.

## ARTICLE VI

### COMPENSATION FOR CALL BACK

**Section 1. Call Back Duty.** Employees covered by this Agreement who are called back

to duty from off duty to perform work outside their regular work schedule shall receive and be paid for a minimum of two and six-tenths (2.6) hours at the rate of one and one-half (1.5) the regular rate of pay. Employees shall be entitled to call back pay in the event the employee is required to report back to work after completing his regular work shift, left City premises, and/or the employee work location. In accordance with FLSA, actual hours worked, including travel from home to the call back location shall be counted toward the computation of overtime pay. As approved by the Division Manager, an employee who is able to handle the incident by phone or other electronic means without having to report to duty may be compensated according to the same call back provisions.

**Section 2. Hours.** If an employee is called back in less than four (4) hours before the start of their regular work shift, the employee shall be paid for the hours actually worked. Such hours shall be counted toward the computation of overtime pay.

**Section 3. Emergencies.** In cases of emergency or whenever public interests or necessity requires, any Department or Division Head may require an employee in such department or division to perform work at times other than their regular work schedule.

**Section 4. Standby Duty.** An employee who is released from active duty but who may be required by the Division Manager or designee to leave notice where they can be reached and be available to respond to active duty at a time other than their regular work hours shall be said to be on standby duty. An employee who is assigned standby duty and is called back shall receive pay in accordance with Article VI, Section 1. Emergency call back for employees not on standby shall be rotated among all qualified unit members. The City may, at its discretion, establish eligibility criteria based on known skills, classification and distance from the workplace for standby duty. During standby duty, the employee is expected to be able to respond and perform assigned duties in a satisfactory manner. The City reserves the right to call back an employee nearest the emergency site when time is of the essence.

## ARTICLE VII

### HOLIDAYS

**Section 1.** Employees covered by this Agreement shall receive eight (8) hours of pay for each of the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (President's Day)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day

When a holiday falls on a weekday that is an employee's regular day off, the employee



shall receive eight (8) hours of compensatory time at straight time. When a holiday falls on a day an employee is scheduled to work nine (9) hours, and the employee takes the day off, the employee shall add one (1) hour by choosing vacation, compensatory time, personal leave, or time without pay. Sick leave, other than personal leave, may not be used to supplement the holiday hours.

**Section 2.** When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When Christmas Day falls on a Saturday, the day before Christmas shall be observed on the previous Thursday. When Christmas Day falls on a Monday, the day before Christmas shall be observed on the previous Friday.

**Section 3.** When an employee works on a holiday (the day City Hall observes), the employee shall receive holiday pay that shall be eight (8) hours of pay at the employee's regular hourly rate of pay; together with overtime pay of one and one-half (1.5) times the employee's hourly rate of pay for each hour worked on the holiday. When an employee works on the actual holiday (when the holiday is observed as City Hall closure on another day), the employee will receive the premium pay above, unless the employee was paid premium on the day the holiday was observed.

**Section 4.** Should one (1) of the holidays listed above fall during the employee's vacation period, the employee shall receive holiday pay and no charge shall be made against the employee's accumulated vacation.

## ARTICLE VIII

### VACATION

#### **Section 1. Accruals.**

**A.** Employees covered by this Agreement shall accrue vacation leave pay on the following scheduled basis:

<u>Year of Service</u>	<u>Hours Per Year</u>	<u>Monthly Accrual</u>
0 – 3	80	6.7 Hrs.
4 – 5	96	8.0 Hrs.
6 – 10	120	10.0 Hrs.
11 – 15	136	11.3 Hrs.
16+	160	13.4 Hrs.

**Section 2. Accrual Limits.** Vacation shall be taken at the convenience of the City with the approval of the department head. Where possible, such vacation should be taken annually and not accumulated from year to year. All eligible employees, however, shall only be allowed to accumulate vacation in an amount equal to two times their annual accrual rate ("Maximum Accrual"). Once Maximum Accrual is reached, it is intended that employees not be entitled to accrue additional vacation until the amount of accumulated vacation is reduced to a level below Maximum Accrual. If the employee is prohibited by the supervisor from taking the employee's vacation because of staffing shortages or operational need, the employee shall be paid for the

period of advance authorized vacation. Such vacation shall be approved by the department head and paid at the employee's regular hourly rate of pay in effect for the scheduled period of vacation.

An employee will not be allowed to accrue vacation that exceeds the Maximum Accrual until the vacation falls below the Maximum Accrual.

**Section 3. Vacation Approval.** The department head shall make every reasonable effort to accommodate the employee's request to take vacation and avoid any vacation accrual that exceeds or continues to exceed Maximum Accrual. Any vacation taken under this Section shall be on a date mutually agreeable to both the department head and the employee.

**Section 4. Vacation Pay-Out.** When an employee who has become entitled to receive vacation under this Article separates from City service, either by retirement, permanent layoff, or termination, the employee shall be entitled to be paid for unused earned vacation at the employee's regular hourly rate of pay in effect at the time of separation.

**Section 5. Accrual Calculation.** Vacation shall be accrued on a monthly basis by dividing twelve (12) into the number of eligible vacation hours per year, as set forth in Section I above, to which the employee is eligible to receive based upon the employee's years of service with the City.

**Section 6. Use of Vacation.** An employee may use vacation hours to avoid the loss of pay for hours absent from the job, provided the employee has already accrued the vacation hours. This does not preclude the employee from being disciplined if the absence from the job is not approved, is unjustified, or otherwise is in violation of City policies and practices.

## ARTICLE IX

### NON-PAID LEAVE OF ABSENCE

**Section 1. Leave of Absence Without Pay.** The City Manager may grant a permanent employee a leave of absence for a specific purpose, without pay, for a period not to exceed up to one (1) year. The City Council may, upon recommendation of the City Manager, grant a permanent employee a leave of absence for a specific purpose, with pay, not to exceed one (1) year. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Office of the City. Upon expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. The employee shall report promptly upon the expiration of any leave granted. Failure to report within a twenty-four (24) hour period after expiration of leave shall be considered a voluntary resignation. Except as may be provided by law, no employment or fringe benefits such as, but not limited to, sick leave, vacation, health insurance, retirement or any other benefit shall accrue to any employee during leave of absence without pay.

**Section 2. Health Insurance Premiums.** An employee on approved leave may elect to pay the premiums due in order to maintain health insurance benefits during the term of such leave. (Also refer to Family Leave policy.)

**Section 3. Written Notice of Intent to Return.** An employee on leave of absence must

give the City at least seven (7) days written notice of the employee's intent to return to work.

**Section 4. Outside Employment While on Leave.** An employee, who engages in outside employment, without prior approval of the City Manager, during said leave of absence, shall be subject to termination. Any employee who falsified a reason for the request for said leave of absence or any extension of such leave of absence may be terminated for falsifying such request.

**Section 5. Unpaid Leave and Accumulation of Benefits.** In the event an employee has exhausted all accumulated benefit hours and has not returned to work, the employee must apply for a leave of absence or be terminated. Employees shall be notified by the City when all benefit hours have been exhausted. After the employee has been notified, he shall have ten (10) calendar days to apply for leave of absence.

## **ARTICLE X**

### **SICK LEAVE**

#### **Section 1. Sick Leave Accruals.**

**A.** Sick leave shall be accrued at the rate of 3.692 hours per biweekly pay period (ninety-six [96] hours per year) for full-time employees without limit on accumulation. Sick leave shall not be considered to be a privilege which an employee may use at his discretion, but rather shall be allowed only for the purposes specified below.

#### **Section 2. Use of Protected Sick Leave.**

**A.** Effective the start of the pay period which includes July 1, 2015, the first three (3) shifts or hours equivalent (e.g. twenty-four [24] hours for employees assigned to a 5/8 work schedule or twenty-seven [27] hours for employees assigned to a 9/80 work schedule) of paid sick leave taken each twelve (12) month period, for any authorized purpose, will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014. The twelve (12) month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the twelve (12) month period is the twelve (12) month period beginning on the employee's hire date, until the following July 1 at which point the employee's 12 month period will begin the start of the pay period which includes July 1 to the pay period that includes June 30.

**B.** Effective January 1, 2016, employees can use up to an additional forty-eight (48) hours of sick leave per year provided by the California Kin Care law.

**C.** An employee can use sick hours as protected leave for any of the following reasons: The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or the employee's family member.

**D.** For purposes of this section, a family member includes employee's parent, child, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, and sibling. Only the first three (3) shifts or hours equivalent plus forty-eight (48) hours of sick leave in a twelve (12) month period can be used as described above.

**E.** Employees can use sick leave for related purposes if they are victims of domestic violence, sexual assault or stalking.

**F.** In order to receive compensation while absent on protected sick leave, the employee shall notify a designated supervisor within one (1) hour of the time set for beginning duty, unless notification is physically impractical then such notification shall be waived until a reasonable period has elapsed.

For any such absence in which protected sick leave is utilized, the employee shall submit a written statement with the department head or designee confirming the use of protected sick leave. A physician's statement verifying the absence from work is not required.

When an employee is not utilizing protected sick leave, the department head or his designee may require a physician's certificate stating the cause for any subsequent absence before said leave shall be approved. Such absence may be for more than three (3) work days or if there is reasonable cause to indicate abuse of sick leave.

**G.** Accrued Sick Leave Benefit. The right of an employee to accrued sick leave benefits shall continue only during the period that the employee is on paid status. Accrued sick leave benefits shall not give any employee the right to be retained in the service of the City, or any right of claim to sickness disability benefits after separation from the services of the City, except as required by federal or state law.

**H.** Notwithstanding anything contained in this Section, no employee shall be entitled to receive any payment or other compensation from the City while absent from duty by reason of injuries or disability received as a result of engaging in employment other than employment by the City, for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation other than business or activity connected with City employment.

**I.** Fitness for Duty. At the written request of the appointing authority, based upon job-related grounds and consistent with business necessity, the City Manager may require an employee to submit to an examination by the City's physician to determine fitness for duty. If the results of the examination indicate the employee is unable to perform his duties, or in the performance of his duties, exposes others to infection, the employee shall be placed on sick leave without privilege of reinstatement until adequate medical evidence is submitted that the employee is competent to perform his duties or will not subject others to infection. Any employee so examined shall have the right to submit the reports of a competent medical authority of his own selection, and at his own expense, in addition to the report submitted by the City's physician. In the event of a conflict of opinion and/or recommendation of the two (2) physicians, a third physician shall be selected by the first two (2) physicians and the final decision shall be made by the City Manager based upon the medical evidence submitted to him.

**J.** The City will not harass employees for the use of sick leave or industrial injury leave. Harassment is the persistent criticism of employees who use sick leave or are off because of industrial injury. However, noting the use of sick leave on employee evaluations is not considered harassment.

## ARTICLE XI

### OTHER USES OF SICK LEAVE

#### **Section 1. Sick Leave Conversion at Retirement or Death.**

**A.** Effective December 15, 2008, one hundred percent (100%) of an employee's unused accumulated sick leave shall be deposited into the City Retirement Health Savings (RHS) Plan to be used for eligible medical expenses, provided that the maximum number of hours that will be deposited is nineteen hundred (1,900).

**B.** In the event of layoff, an employee with ten (10) years of continuous service with the City shall be entitled to the above benefit.

**C.** Accrued sick leave shall be valued for the purposes of Section G above, on the following basis:

1. Sick leave earned prior to June 30, 1974 shall be costed at salary rates in effect on June 30, 1974.
2. Sick leave earned on or after July 1, 1974 shall be costed at the rate prevailing at the end of the fiscal year in which it was earned.
3. Sick leave taken shall be deducted from the oldest, lowest value accrued sick leave first, provided however, when an employee takes sick leave, the employee shall receive each hour of sick leave at the employee's hourly rate in effect at the time of taking sick leave.

**Section 2. Sick Leave Conversion to Vacation.** Employees who become entitled to accrue sick leave allowance which has not been used, may convert each two (2) hours of accumulated sick leave to one (1) hour of vacation, after having accumulated six hundred and forty (640) hours of sick leave and providing that not more than forty (40) hours of additional vacation may be so converted in any one fiscal year.

#### **Section 3. Bereavement Leave.**

**A.** Any employee who has suffered a death of an immediate family member, may be allowed bereavement leave with pay, not to exceed six (6) work days per incident on the basis of one-half (.5) work day for each month of regular employment, which is deducted from accumulated sick leave. Immediate family shall include and be limited to the employee's mother, father, brother, sister, spouse or child, grandchildren, grandparents and current parent-in-laws.

**B.** All such claims for bereavement leave are subject to verification by the department head or their designee.

**Section 4. Personal Leave.** With advance approval of the department head, an employee may use up to twenty-four (24) hours of their accrued sick leave per year, on personal matters which are of an unforeseen combination of circumstances which call for immediate action and are not otherwise covered under protected sick leave or to add one additional hour per holiday as covered in Article VII, Section 1. Such matters shall be considered as those



events or occurrences that a reasonable prudent person would not or could not postpone to a subsequent time. The nature of the matter shall be explained to the immediate supervisor and shall be granted with his approval. Such personal leave shall not be cumulative from year to year. Personal Leave used as an additional hour of holiday shall not be included in any calculation of an employee's use of sick leave for the purposes of performance evaluation or awards provided by the City.

**Section 5. Employee Disability Leave.**

**A.** An employee that has at least one (1) year of continuous service with the City and who has exhausted all accrued leave (vacation, sick-leave, comp time) due to non-industrial illness or injury can be advanced sick leave time at the rate of seventy-five percent (75%) of the employee's regular salary according to the following table:

Maximum Time Allowance (Hours)

<u>Years of Service</u>	<u>Total Hours</u>
1 through 5	360
6 through 10	544
Over 10	720

**B.** Application for disability leave shall be made by the employee to the City Manager through the department head, accompanied by full medical justification from a physician chosen by the City at the direction of the City. Failure to submit to such an examination shall be a basis for terminating disability leave. If the City Manager approves the application, he shall notify the employee of such approval in writing.

**C.** After the employee returns to work, the employee shall reimburse the City for the value of the advanced sick-leave time by having the employee's sick leave accrual for sick-leave reduced by four (4) hours per month and the employee may contribute vacation leave to accelerate the employee's reimbursement to the City for providing the benefits under this Article.

**D.** When the "maximum time allowance" has been reimbursed as set forth above, the employee shall be eligible to apply for additional disability leave; provided that no employee shall receive more than the "total" set forth above for his length of service, during his entire employment with the City.

**E.** Grounds for termination of disability leave by the City Manager shall include, but not be limited to, the following:

1. The employee has recovered from his illness or injury.
2. The leave is being used as a pre-retirement leave for purpose of postponing retirement or pension.
3. The disability leave was procured by fraud, misrepresentation or mistake.

4. The employee has not cooperated fully in supplying all information and submitting to any examination requested by the City to determine the existence or continuing nature of the employee's disability.

F. In the event an employee becomes ineligible to accrue sick leave or is scheduled to end employment with the City and has not completed the reimbursement schedule for this benefit, the balance due shall be handled by payroll deduction or accounts receivable as applicable.

## ARTICLE XII

### OTHER LEAVES

#### **Section 1. Workers' Compensation - Injury on Duty Leave.**

**A. Compensation.** If an employee is absent from work by reason of illness or injury determined to be covered by Workers' Compensation, the City shall pay the employee seventy-five percent (75%) of his regular rate of pay for up to ten (10) work days following the illness or injury in lieu of temporary disability payments. During the period in which the employee receives seventy-five percent (75%) of regular pay, no State or Federal income tax shall be withheld upon timely request by the employee. If a regular employee is disabled due to an illness or injury covered by Workers' Compensation for a period beyond ten (10) working days, said employee shall be paid one hundred percent (100%) of his regular rate of pay.

Any payments made pursuant to this Section shall not be charged to the employee's sick leave or vacation benefits. All fringe benefits, such as payment of medical and dental insurance premiums shall continue during such paid industrial disability leave.

**B. Duration.** Any such paid industrial disability leave, as described in Section A above, shall extend for a period of up to nine (9) calendar months for each covered injury or illness. Such paid industrial disability leave shall not be authorized after an employee's separation from City service.

**C. Extended Industrial Disability.** In the event that an employee's industrial disability or incapacity extends for a period beyond nine (9) calendar months, the employee shall be entitled to receive temporary or permanent disability benefits pursuant to State Workers' Compensation laws.

**D.** The existing language contained in Article IX, Section 11, of the Personnel Management Rules and Regulations, entitled Workers' Compensation, is hereby superseded by the provisions of this Section and effectively deleted in terms of applicability to employees covered by this Agreement.

**E.** If an employee with a Workers' Compensation claim files for a permanent disability rating, he will continue to receive the extended industrial disability wage continuance as detailed in item C above. In no case will an employee's compensation be reduced to the State minimum in lieu of his entitlement to the wage continuance provisions specified above.

**F.** In the event that the Federal income tax laws are changed to provide that temporary

disability payments are taxable income, the amount of the wage continuance shall revert from seventy-five percent (75%) back to one hundred percent (100%).

**G. Reclassification of Injured Worker.** If, in the opinion of the City, an employee has been found to be permanently, physically incapable of performing the duties of the currently held position, the City may place the employee into another vacant position of equal level or lower within the bargaining unit provided such placement is approved by the appointing authority. Nothing herein shall be construed to prevent such employee from applying for and competing for positions of a higher class or positions represented by other bargaining units.

**Section 2. Military Leave.** Military leave shall be granted in accordance with the provisions of State and/or Federal law. All employees entitled to military leave shall give the appointing power an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

**Section 3. Jury Duty.** In the event that an employee is called for jury duty and the court does not excuse such jury service the City shall grant the employee paid release time for the required jury duty that is performed within the employee's regular work schedule provided the employee submits court documentation verifying the date(s) and time served for jury service. Such verification must accompany the payroll timesheet for the payroll period in which the jury service was performed. Any fees for jury service that the employee may receive from the court shall be remitted to the City.

**Section 4. "Child-Related Activities" Leave.**

**A.** Effective January 1, 2016, an employee is eligible for up to up to forty (40) hours per year (up to eight [8] hours per month) of authorized time off from scheduled work for "child-related activities" if the employee is a parent with one or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. "Child-Related Activities" includes finding, enrolling, or reenrolling a child in school or with a licensed child care provider. Such leave also includes leave to address a child care provider or school emergency, including a request that the child be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school (excluding planned holidays), or a natural disaster. "Parent" in this case is defined to include a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

**B.** Except in the case of the need to address a child care provider or school emergency, the use of such leave can be limited to eight (8) hours per month. An employee can be required to use any earned compensatory time or vacation hours for any such absences related to child-related activities.

**Section 5. Consultation of Human Resources.** To ensure the appropriate application of all compatible statutorily provided protected leave, it is advised that the employee, department head, or immediate supervisor consult with the Human Resources Director or designee in advance on the use of protected leave.

## ARTICLE XII

### FRINGE BENEFIT ADMINISTRATION

**Section 1. Administration.** The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

**Section 2. Selection and Funding.** In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of the implementation of this Agreement.

**Section 3. Changes.** If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall notify the Association prior to any change of insurance carrier or method of funding the coverage.

## ARTICLE XIV

### MEDICAL, DENTAL AND OTHER INSURANCE

#### **Section 1. Medical Insurance.**

##### **A. Kaiser Permanente Health Maintenance Organization (HMO).**

1. Effective July 1, 2012, the City agrees to maintain the fully-insured \$10 co-pay plan with Kaiser Permanente for unit employees without an employee contribution towards coverage for employee plus qualified dependent(s) through the term of this Memorandum of Understanding.
2. Effective July 1, 2012, no other medical insurance coverage options are available for unit employees except for the Kaiser Permanente HMO plan.
3. For the term of this Memorandum of Understanding, the City agrees to contribute up to the monthly premium amount of the employee's eligible coverage level for the second highest PPO plan offered by CalPERS at the basic premium rates in effect and designated for the Los Angeles Area. In the event medical plan premiums for the City's Kaiser Permanente HMO plan exceed the City's contribution rates during the term of this Agreement, the City agrees to open discussions at the request of the Association to consider alternate medical plans, including medical plans offered by CalPERS.

**B. Employee Waiver of Medical Coverage.** The City agrees to permit an employee to waive City-sponsored medical coverage as follows:

1. The employee presents written proof to the Human Resources Office that he and his qualified dependent(s) are covered by another non-City-sponsored medical plan for the current plan year;
2. The employee must sign a statement acknowledging a waiver of City offered medical insurance coverage and agreement to hold the City harmless for any consequences, whatsoever, that result from the employee's waiver of City offered medical insurance coverage for employee and/or qualified dependent(s); and
3. The employee must sign a statement acknowledging his understanding that his qualified dependent(s) are not eligible to re-enroll in City sponsored medical coverage until the next announced Open Enrollment period or as otherwise required by law under COBRA provisions.

Upon adoption of this Memorandum of Understanding and effective the next second pay cycle of the month after an employee's compliance with this Section, the City agrees that the employee who is qualified to waive coverage shall receive three hundred dollars (\$300.00) per month if waiver eligibility is for "employee only" coverage, four hundred fifty dollars (\$450.00) per month if waiver eligibility is for "employee plus one" coverage, or six hundred fifty dollars (\$650.00) per month if waiver eligibility is for "employee plus two or more dependents" coverage. The eligible amount will be paid to the employee as taxable earnings.

A medical opt out election may only be made by an employee during their time of hire or during an announced open enrollment period for medical insurance changes effective January 1.

### **Section 2. Dental Insurance.**

**A. Dental HMO Plan.** The City shall continue to make a maximum contribution of thirty-one dollars and ninety-five cents (\$31.95) per month to a dental HMO benefit package for the employee and his qualified dependent(s). Any amounts necessary to fund existing benefits in excess of the amounts which the City is obligated to contribute set forth above shall be borne by the employee.

**B. Delta Dental Plan.** Effective January 1, 2009 (start of a new benefit year), the City agrees to increase the annual maximum benefit amount under the Delta Dental Premier (PPO) coverage payable from one thousand dollars (\$1,000.00) to two thousand dollars (\$2,000.00).

The Delta Dental Plan is a self-funded plan administered by Delta Dental. Premiums are calculated annually by Delta Dental based on prior year's claims experience, administrative fees, and an industry trending projection. For the term of this Memorandum of Understanding, the City agrees to maintain the employee's contribution rate of 46.4% towards the monthly premium established as a composite rate.

**Section 3. Life & Accidental Death & Dismemberment (AD&D) Insurance.** As soon as practicable but by no later than July 1, 2016, the City will implement an increase to the current basic life insurance policy coverage. Each employee covered by this Agreement shall be provided with a fifty thousand dollar (\$50,000.00) group term life insurance benefit and accidental death and dismemberment benefit without evidence of insurability other than evidence of full-time employment with the City. Under the terms of this policy, benefit provisions



are payable and determined by the insurance carrier.

**Section 4. Long Term Disability Insurance.** Effective January 1, 2015, the City enrolled Association employees in the City's Long-Term Disability Insurance program. Under the terms of this policy, benefit provisions are payable and determined by the insurance carrier.

**Section 5. Employee Assistance Program (EAP).** The City provides each employee an EAP benefit that provides emotional/well-being, work and life counseling services on a toll free 24 hour/7 days per week assistance.

**Section 6. IRS Section 125 Benefit (Cafeteria) Plan.** The City shall continue to provide payment of benefit premiums for employees covered by this Agreement under an IRS Section 125 Benefit Plan. The current core benefits include medical, dental, life, AD&D and long-term disability insurance, and EAP coverage. Medical insurance is a core benefit which a City employee is required to be enrolled in unless he is covered by another medical insurance plan with comparable coverage and/or meets minimum essential coverage as specified by the Affordable Care Act.

1. The City's maximum contribution shall be the sum of the monthly designated premiums paid by the City for core benefits in each of the following categories:

Employee only ("EE")  
Employee +1 Dependent ("EE +1")  
Employee +2 or more dependents ("EE +2")

The maximum City contribution shall be based on the employee's enrollment in each plan. If an employee enrolls in a plan wherein the costs exceed the City's maximum contribution, the employee is responsible for all additional premiums through pre-tax payroll deductions. An employee is not entitled to any excess amount of premiums paid by the City on his behalf.

2. The City continues to provide other benefits coverage under an Employee Voluntary Benefits Program fully funded by the employee on a pre-tax basis in accordance with IRS regulations.

## **ARTICLE XV**

### **RETIREMENT**

**Section 1. California Public Employees' Retirement System (CalPERS) Coverage.** Employees covered by this Memorandum of Understanding participate in CalPERS. Employee options are described in a contract between the City of Downey and CalPERS and are incorporated into this Memorandum of Understanding.

**Section 2. First Tier Retirement Formula.** Effective August 19, 2002, the City amended the CalPERS contract to provide the benefit known as 2.7% @ age 55 retirement formula, as set forth in California Government Code Section 21354.5.

**A.** In accordance with existing practice and Government Code Sections 20636(c)(4), and 20691, the City will pay the employee's statutorily required member contribution of eight percent (8%) and report this Employer Paid Member Contribution ("EPMC") to CalPERS as special compensation.

**B.** Effective the pay period that includes July 1, 2012, employees shall begin to have deducted, on a pre-tax basis, two percent (2%) of CalPERS reportable compensation, pursuant to California Government Code Section 20516(f).

**C.** Effective the pay period that includes July 1, 2013, employees shall have deducted an additional two percent (2%) of CalPERS reportable compensation, for a total of four percent (4%), on a pre-tax basis, pursuant to Government Code Section 20516(f).

**D.** Effective the pay period that includes July 1, 2015, the four percent (4%) employee cost sharing referenced in C. above shall be reduced to three percent (3%) through the pay period that includes March 31, 2016; thereafter, the four percent (4%) cost sharing amount shall apply unless otherwise negotiated sooner in a successor Memorandum of Understanding.

**E.** Effective May 7, 2018, the four percent (4%) employee cost sharing referenced in D above shall be increased to five percent (5%).

**F.** Should an employee be mandated by a change in law or other action to contribute any portion of the required employee (member) contribution to CalPERS, the City shall take all action necessary to reduce the deduction then being made pursuant to California Government Code Section 20516(f), above, by the amount of the mandated employee contribution.

**G.** The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).

**H.** First tier benefits are available only to "Classic" members (i.e. those members that do not meet the statutory definition of "New Member" under the California Public Employees' Pension Reform Act ("PEPRA"), specifically Government Codes Section 7522.04(f) and were hired prior to October 10, 2012.

**Section 3. Second Tier Retirement Formula.** Effective January 11, 2012, the City amended its CalPERS contract to implement the 2% @ age 60 second tier retirement formula, as set forth in Government Code Section 21353. This Second Tier Retirement Formula will not apply to "new members" as that term is defined by the Public Employees' Pension Reform Act of 2013.

**A.** Employees covered hereunder shall pay, on a pre-tax basis, the seven percent (7%) statutorily required member contribution to CalPERS.

**B.** The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant to IRC 414(h)(2).

**C.** Second tier benefits are available only to "Classic" members (i.e. those members that do not meet the statutory definition of "New Member" under the California Public Employees' Pension Reform Act ("PEPRA"), specifically Government Code Section 7522.04(f) and hired on or after October 10, 2012, but before January 1, 2013).

**Section 4. Third Tier (“PEPRA” Tier) Retirement Formula.** Employees who meet the definition of “New Member” set forth in Government Code Section 7522.04(f) shall be eligible for the benefits provided by PEPRA, which include but are not limited to, the following:

- A. Retirement formula of 2% @ 62 (Government Code Section 7522.25):
- B. Employees covered hereunder shall pay a member contribution of fifty percent (50%) of normal cost as determined from time to time by CalPERS (employee contribution is six and one-fourth percent [6.25%] for FY 2016-17).
- C. There shall be no Employer Paid Member Contribution (“EPMC”) by the City;
- D. Retirement benefit calculations shall be based on pensionable compensation, as defined by Government Code Section 7522.34; and
- E. Retirement benefits shall be calculated based on the three (3) year highest average annual pensionable compensation.

**Section 5. Survivor/Death Benefits.** Effective July 13, 2009, the City implemented the CalPERS contract amendment to include: (a) the Level 4 1959 PERS Survivor’s Benefit program (Section 21574) and (b) the Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548).

**Section 6. City Retiree Medical Contribution.** An employee who retires from the City of Downey on or after July 1, 2012, shall be entitled to participate in the City-sponsored medical plan under the Kaiser Permanente HMO plan or the Kaiser Permanente Senior Advantage plan and the City shall contribute up to a maximum of ninety-eight dollars (\$98.00) per month toward the premium for employee only coverage, provided:

- A. At the time of retirement the employee has a minimum of ten (10) years of service, or is granted a service-connected disability retirement;
- B. At the time of retirement the employee is employed by the City; and
- C. Effective the day after official separation from the City the employee has been granted a retirement allowance by the CalPERS.
- D. The City's obligation to pay up to a maximum of ninety-eight dollars (\$98.00) per month towards the premium in the City plan shall be modified downward or cease during the lifetime of the retiree upon the happening of any one of the following:
  - 1. During any period the retiree is eligible to receive or receives health insurance coverage at the expense of another employer the payment will be suspended. "Another employer" as used herein means private employer or public employer or self-employed or the employer of a spouse. As a condition of being eligible to receive the premium contribution set forth above, the City shall have the right to require any retiree to annually certify that the retiree is not receiving any such paid health insurance benefits from another employer. If it is later discovered that misrepresentation has occurred, the retiree will be responsible for reimbursement

of those amounts inappropriately expended and the retiree's eligibility to receive benefits will cease.

2. If the retiree becomes eligible to enroll, automatically or voluntarily, in Medi-Cal or Medicare, the City's plan shall provide secondary coverage only and the City's contribution rate set forth above shall be adjusted downward accordingly.
3. In the event the Federal government or State government mandates an employer-funded health plan or program for retirees, or mandates that the City make contributions toward a health plan (either private or public plan) for retirees, the City's contribution rate set forth above shall be first applied to that plan. If there is any excess, that excess may be applied toward the City medical plan as supplemental coverage provided the retiree pays the balance owing for such coverage if any.
4. Upon the death of the retiree, this benefit shall cease.

**E.** It is understood and agreed that the annual amount contributed by the City to fund the Retiree Medical Annuity on behalf of the employees, shall be included as an item of compensation in total compensation survey comparisons.

## **ARTICLE XVI**

### **TUITION REIMBURSEMENT**

**Section 1. Reimbursement Rates.** With prior approval of the City Manager, employees may be reimbursed for tuition and required books for courses taken to improve their value to the City. Tuition shall be reimbursed for courses as recommended by the department head with job related justification and approved by the City Manager or their designee. An employee must receive a passing grade in order to be reimbursed for the course. Reimbursement shall be made at the rate of tuition charged at California State University, Long Beach for courses on the semester system. Courses on the quarter system shall be reimbursed at the unit equivalent California State University, Long Beach tuition amounts.

## **ARTICLE XVII**

### **PROBATIONARY PERIOD**

**Section 1.** An original or promotional appointment will be tentative and subject to a probationary period of not less than six (6) months, except that the City Manager may extend the probationary period for a class up to an additional six (6) months or for a marginal probationer for up to an additional three (3) months. Should the appointing authority desire to terminate any probationary employee, the appointing authority shall notify such employee no less than two (2) weeks prior to termination.

**Section 2.** If the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Human Resources Director a merit rating including a statement, in writing, to such effect and stating that the retention of

such employee in the service of the City is desired. If such a statement is not filed, the employee will be deemed to be unsatisfactory and his employment terminated at the expiration of the probationary period.

**Section 3.** All probationary periods shall extend to the first day of the month following the period of probation.

**Section 4.** During the probationary period an employee may be rejected at any time by the appointing power without cause and without the right of appeal.

## **ARTICLE XVIII**

### **SENIORITY**

**Section 1. Seniority Date.** Employee seniority is the length of continuous service of the employee with the City from his most recent date of hire or rehire.

**A.** No employee shall acquire any seniority until he has completed his probationary period.

**B.** When an employee has completed his probationary period, his seniority shall date from date of hire.

#### **Section 2. Layoffs.**

**A.** Whenever, in the judgment of the City Council, it becomes necessary to lay off employees, the City may abolish any position covered by this Agreement. Any employee holding an abolished position will be subject to layoff and have no right to demand that written charges or reasons therefore be filed, and shall have no right of appeal or hearing.

**B.** Seniority shall be observed in affecting layoffs in personnel. The least senior employee in a classification subject to layoff will be laid off first.

**C.** An employee subject to layoff may exercise his seniority (1) within a job family laterally, (2) within a job family to a lower classification, or (3) to a classification previously held by the employee, provided that the employee meets the current qualifications and requirements of the position in which he seeks to exercise seniority, and provided further that any such exercise in seniority shall be subject to a thirty (30) day trial period. An employee subject to layoff because of such exercise of seniority, may, in turn, similarly exercise his seniority subject to the same limitations. If an employee does not successfully complete the thirty (30) day trial period, he will be laid off, provided that the employee may grieve such a layoff and be entitled to Skelly rights.

**D.** For purposes of this section, job families are established as follows:

1. Facilities & Maintenance Services - Maintenance Lead Worker  
Maintenance Worker III  
Maintenance Worker II  
Maintenance Worker I



2. Water and Sanitation – Water System Lead Worker  
Water System Operator II
3. Equipment Maintenance Lead Worker  
Mechanic

**Section 3. Loss of Seniority Rights.** A separation from service, other than an approved leave of absence or layoff, shall cause the employee to lose his seniority rights.

**Section 4. Re-Employment List.** Names of employees laid off shall be placed on a re-employment list in order of their seniority and shall remain on such list for a period of two years. During this time, the City will use this list to rehire employees in order of seniority, provided that the employee held the classification being filled or held a classification in the same job family.

**Section 5. Layoff Notice and Severance Pay.** In the event the City decides to contract for work provided by an employee covered by this Agreement, the City will provide at least one month's notice to the affected employee prior to the effective date of the layoff. An employee laid off because the City contracts with a private company to perform his duties will receive a severance payment upon termination equal to three (3) months of the employee's current salary amount.

## **ARTICLE XIX**

### **CITY RIGHTS**

**Section 1. Management Rights.** The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A.** To manage the City generally and to determine the issues of policy.
- B.** To determine the existence or non-existence of facts which are the basis of the management decision.
- C.** To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D.** To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E.** Methods of financing.
- F.** Types of equipment or technology to be used.
- G.** To determine and/or change the facilities, methods, technology, means, and size of

the work force by which the City operations are to be conducted.

**H.** To determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.

**I.** To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.

**J.** To relieve employees from duties for lack of work or similar non-disciplinary reasons.

**K.** To establish and modify productivity and performance programs and standards.

**L.** To discharge, suspend, demote, or otherwise discipline employees for proper cause.

**M.** To determine job classifications and to reclassify employees.

**N.** To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City.

**O.** To determine policies, procedures and standards for selection, training and promotion of employees.

**P.** To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

**Q.** To maintain order and efficiency in its facilities and operations.

**R.** To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.

**S.** To take any and all necessary action to carry out the mission of the Agency in emergencies.

**Section 2. Exercise of Management Rights.** Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding or in Personnel Rules and Salary Resolutions and Administrative Regulations which are incorporated in this Agreement. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

**Section 3. Contracting Out.** The City agrees that it will notify the Association of any known or anticipated layoff, reduction in class or reclassification of unit members resulting from a decision to contract work to private sector employees which is ordinarily performed by members of the bargaining unit. The City will meet and confer upon the impact of the consequences regarding the decision to contract out the above referenced work. The Association agrees that the decision to contract any work is the exclusive right of the City.

Nothing herein shall prevent the City from taking all necessary action to carry out its mission during emergencies.

**A.** If the City proposes to contract out services currently performed by unit employees, the Association shall have the right to submit a bid on the services. The City shall provide employees with the same bid specifications as those provided to prospective contractors.

## ARTICLE XX

### **EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES**

**Section 1. New Employee Orientation.** In accordance with AB 119, the City shall notify the Board when a new employee is hired into the bargaining unit. The Board will notify the City when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin. The City shall also upon request provide the Board lists of employees in the bargaining unit. The City shall also provide reasonable paid release time for one Board member to meet with a new employee for the purpose of discussing membership in the Association.

**Section 2. Dues Deductions.** The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership cards shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction.

**Section 3. Release Time for Meet and Confer.** The Association may select a maximum of three (3) members to attend scheduled meetings with the Human Resources Director or other management representatives on subjects within the scope of representation during regular work hours. In addition, they may meet for a maximum of one (1) hour per meet and confer session for the purpose of preparation of such sessions.

**Section 4. Maintenance of Membership.** Unless prohibited by law, any employee in the Association who has authorized Association dues deductions on April 24, 2018 (the effective date of this Memorandum of Understanding) or at any time subsequent to the effective date of this Memorandum of Understanding, shall continue to have such dues deductions made by the City during the term of this Memorandum of Understanding; provided however, that any employee in the Association may terminate such dues during the period of October 1 through October 10 of each year of the Memorandum of Understanding by notifying the Association in writing of his election to terminate dues deduction. Such notification shall be delivered in person or by U. S. Mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name, and name of Association from which dues deductions are to be canceled. The Association will provide the City's Human Resources Office with the appropriate documentation to process dues cancelations within ten (10) business days after the close of the withdrawal period.

**Section 5. Indemnification.** In accordance with SB 866, the Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the terms of this Article.

## ARTICLE XXI

### NO STRIKE - NO LOCKOUT

#### A. PROHIBITED CONDUCT

**Section 1.** The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action withholding or refusing to perform services.

**Section 2.** The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

**Section 3.** Any employee, who participates in any conduct prohibited in Section 1 above, shall be subject to termination by the City.

**Section 4.** In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed Section 1 above, the City may suspend any and all of the rights, privileges, accorded to the Association under the Employee Relations Resolution in this Memorandum of Understanding including, but not limited to, suspension of recognition of the Association, grievance procedure, right of access, check-off, the use of the City's bulletin boards and facilities.

#### B. ASSOCIATION RESPONSIBILITY

**Section 1.** In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Prohibited Conduct, Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful and they must immediately cease engaging in conduct prohibited and return to work.

**Section 2.** If the Association performs all of the responsibilities set forth in Association Responsibility, Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement.

## ARTICLE XXII

### GRIEVANCE PROCEDURE

**Section 1. Grievance.** Grievance shall be defined as a dispute between the Association, employee or employees and the City, regarding interpretation or application of specific provisions of this Agreement, personnel rules, or departmental rules and regulations, or suspensions of one day or more, demotions, or terminations from employment.

## **Section 2. Conduct of the Grievance Procedure.**

**A.** An employee may request the assistance of another person of his own choosing, who is not a representative of another recognized bargaining organization, in preparing and presenting his grievance at any level of review, or may be represented by the Association, or may represent himself.

The employee shall not suffer any reprisal from management for utilizing the grievance procedure set forth herein.

**B.** Any retroactivity on monetary grievances shall be limited to the date that the grievance was filed, in writing, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

**C.** All time limits specified may be extended to a definite date by mutual agreement of the employee or his Association representative, and the decision making management representative involved at each step of the grievance procedure. Such mutual agreement shall be evidenced in writing and signed by the employee or Association representative and management representative.

**Section 3. Grievance Procedure Steps.** The grievance procedure shall provide for the following steps; except for grievances which are a result of finalized disciplinary action, which shall begin at Step Four.

**Step One.** An employee must attempt first to resolve a grievance on an informal basis through discussion with his immediate supervisor within ten (10) working days from the date of the alleged incident or action giving rise to the grievance. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he shall have the right and obligation to discuss it with his supervisor's immediate supervisor, if any, and his department head, if necessary. Every effort shall be made to find an acceptable solution by these informal means at the most immediate level of supervision. At no time may an informal process go beyond the department head concerned. In order that this informal procedure may be responsive, all parties involved shall expedite this process. In no case may more than thirty (30) calendar days elapse from the date of the alleged incident or action giving rise to the grievance, and the filing of a written grievance in Step Two, or the grievance shall be barred and waived.

**Step Two. Department Head Response.** If the non-disciplinary grievance is not resolved in Step One, or if no answer has been received within five (5) working days from the presentation of the oral grievance, the employee may, within thirty (30) calendar days from the date of the incident giving rise to the grievance, present the grievance in writing to his department head. Failure of the employee to take this action will constitute termination of the grievance. The department head shall further review and discuss the grievance with the employee and shall render its decision and comments, in writing, and return them to the employee within ten (10) working days after receiving the grievance.

**Step Three. Management Representative.** If the grievance is not resolved in Step Two, the employee may within ten (10) working days after receiving the department



head's decision, present the grievance in writing to the designated management representative for processing. Failure of the employee to take this action will constitute termination of the grievance. In the event the employee is not being represented by the Association, the designated management representative shall attempt to resolve the grievance. If the employee is being represented by the Association the designated management representative shall convene a joint meeting of the Association and himself, within five (5) working days, in an attempt to resolve the grievance. In the event the grievance is not satisfactorily adjusted or settled through discussion at this level, management shall advise the employee and/or employee Association, in writing, within ten (10) working days as to its position on the grievance.

**Step Four. Grievance Hearing.** If the grievance is not resolved in Step Three, the employee may, within ten (10) working days of the receipt of the written position from management representatives, present a "request for hearing" in writing to the Human Resources Director. However, the only grievances which may be submitted for review are matters which have resulted in a suspension without pay, reduction in pay, demotion, termination, or otherwise have monetary value to the employee. Failure of the employee to take this action will constitute termination of the grievance. The Human Resources Director shall request from the State Mediation and Conciliation Service, or mutually agreed upon alternative organization, a list of seven (7) neutral hearing officers. In the event that the parties cannot agree upon a mutually acceptable hearing officer from the list of seven, the parties shall alternately strike names from the list, with the City striking the first name. The identity of the last remaining individual on the list will be selected as the hearing officer. The hearing officer shall preside over a full and fair evidentiary hearing and, within thirty (30) calendar days of its conclusion, render a written decision that includes findings of fact and a recommendation to the City Manager. That decision shall be served jointly upon the grieving party and the City Manager.

**Step Five. City Manager's Decision.** Within thirty (30) calendar days of receipt of the decision of the hearing officer, the City Manager shall, in writing, adopt, modify or reject that decision. The decision of the City Manager shall be the final administrative decision.

## ARTICLE XXIII

### **MISCELLANEOUS**

**Section 1. Substance Abuse Policy.** The City of Downey and the Association have a vital interest in maintaining safe, healthful and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the citizens of Downey. The possession, use or sale of an illegal drug or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status."

The City of Downey and the Association recognize that their future is dependent on the physical and psychological well-being of all employees. The City and the Association mutually

acknowledge that a drug and alcohol-free work environment benefits Downey's employees and citizens.

The purpose of this section is to define the City's drug and alcohol policy as well as the possible consequences of policy violation.

**A.** Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited. This prohibition shall not apply to legitimate undercover activities of Police Officers which are undertaken in accordance with the direction of the Police Department.

**B.** When reasonable suspicion exists, the City may require an employee to submit to a medical examination, including, but not limited to, a substance screening. Substance screening means the testing of urine or other body fluids as reasonably deemed necessary by a physician to determine whether an employee has a restricted substance in their system.

1. Reasonable suspicion is cause based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.
2. Post-accident testing under this Article shall be conducted based on reasonable suspicion as defined in this Section and shall not be automatic, unless as required by law per Department of Transportation (DOT) Federal Motor Carrier Safety Administration Regulations (FMCSA) (refer to City of Downey Controlled Substance and Alcohol Misuse Policy and Procedures Manual).

**C.** Any manager or supervisor requesting an employee to submit to a substance screening shall document in writing the facts constituting reasonable suspicion and shall give the employee a copy. The employee shall be given an opportunity to provide additional facts. An employee who is then ordered to submit to a substance abuse screening may request to be represented. Because time is of the essence in substance screening, a representative must be available within a reasonable time or the employee will then be ordered to submit to substance screening. An employee who refuses to submit to a substance screening may be considered insubordinate and shall be subject to disciplinary action up to and including termination.

**D.** The supervisor, or designee, shall transport the suspected employee to the testing facility. Testing shall occur on City time and be paid for by the City. Employee urine samples, or other body fluids, will be by a certified system which includes methods or mechanisms designed to assure the integrity of the sample. The facility used for testing shall be certified by the Substance Abuse and Mental Health Services Administration of the Department of Health and Human Services and comply with established guidelines for "chain of custody" to insure that identity and integrity of the sample is preserved throughout the collecting, shipping, testing and storage process.

**E.** Any positive test for alcohol or drugs will be confirmed by a scientifically sound method. An employee who tests positive on a confirmatory test will be given the opportunity to discuss the results with a physician to be designated by the City. The employee should be prepared at that time to show proof of any valid medical prescription for any detected substance or to otherwise explain, if he so chooses, a positive test result.

**F.** While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair an employee's performance. An employee shall notify his/her supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send an employee home on sick leave under this circumstance.

**G.** Employees with substance abuse problems are encouraged to participate voluntarily in the City-sponsored Employee Assistance Program (EAP). Assistance through the EAP may be sought by an employee with complete confidentiality and without adverse consequences to his/her employment. Employees should be aware, however, that a request for assistance through the EAP will not insulate the employee from disciplinary action already contemplated. Depending upon the facts surrounding the reasonable suspicion determination, positive test result, and/or other violation of this policy or other City/department rules and regulations, the City may refer an employee to the EAP. Such referral could, at the discretion of the City, be made available to the employee as an alternative to disciplinary action. Referral would be subject to agreement by the employee to enroll, participate in and successfully complete rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement."

1. It is the City's intent to use the EAP option for first offenders except the City reserves the right to discipline for those offenses which are a significant violation of City/department rules and regulations or where violation did or could have resulted in serious injury or property damage.

**H.** Department of Transportation (DOT) Controlled Substance and Alcohol Testing Program

1. Administration. In accordance with City of Downey Resolution No. 5934, policy and procedures for compliance with the Federal Motor Carrier Safety Administration (FMCSA) Regulations (49 CFR Parts 40 and 382) shall remain in effect for those employees who are required to possess and maintain a commercial driver's license as a condition of employment for the performance of safety sensitive duties. This program is documented in the City of Downey Controlled Substance and Alcohol Misuse Policy and Procedures Manual which is incorporated by reference in this Agreement. As applicable, the City's policy and procedures will be amended to comply with changes in law.

Unless otherwise designated, the Human Resources Director is the Designated Employer Representative (DER) and shall be responsible for overseeing compliance and implementation of this City's DOT Controlled Substance and Alcohol Testing Program.

2. Consequences of a Positive Controlled Substance and/or Alcohol Test. A covered employee who tests positive for a controlled substance and/or alcohol may be subject to disciplinary action, up to and including termination from

employment.

As a result of a positive controlled substance and/or alcohol random test, a temporary non-safety sensitive job assignment for an employee who is removed from the performance of safety sensitive duties or who is restricted from driving non-commercial City vehicles, may be approved by the department head based on the availability of meaningful work to meet operational need.

An employee must use accrued leave time or request personal leave of absence without pay if time off from work is necessary for any treatment or rehabilitation program. The costs of rehabilitation or treatment services, whether or not covered by the employee's medical plan, are the ultimate responsibility of the employee.

The cost of a split specimen under a random test shall be paid by the City or reimbursed to the employee on a negative result only. The cost of a controlled substance and/or alcohol test under follow-up testing is the responsibility of the employee.

## **Section 2. Lateral Transfer and Promotional Recruitment.**

**A. Announcement of Vacant Position.** Prior to the initiation of an open-competitive or closed promotional examination to fill a vacant position, notice of the vacancy shall be posted for a period of five (5) working days at the worksite of all employees in the same classification who potentially may be interested in a lateral transfer. The announcement shall specify the position title, the nature of the work to be performed, the name of the official to contact to express interest, and the final filing date.

1. Application for Transfer. Employees interested in making a lateral transfer into a vacant position within their classification shall express their interest in writing to the official indicated in the announcement prior to the end of the work shift on the final filing date.
2. Examination for Transfer. All employees who have expressed an interest in a lateral transfer shall be given due consideration by the official responsible for filling the vacancy by virtue of a personal interview or other examination deemed appropriate by the department head and the Human Resources Director.
3. Selection for Transfer. Among the factors to be considered by management in the selection of employees for lateral transfers are seniority, skills, knowledge, abilities, work record and job performance.

**B. Closed Promotional Recruitment.** If there are three (3) or more regular full-time employees assessed as meeting the qualifications for the position and who have expressed interest in writing to fill an authorized vacancy in the capacity of Lead Worker or a higher paid position represented by the Association, the City agrees to conduct a closed promotional recruitment. Written interest must be provided in the same manner as specified in A above within an announced five (5) working day period. If there are less than three (3) qualified internal applicants per vacant position, the City will proceed to conduct an open/competitive recruitment.

**C. Water Operator II Closed Promotional Recruitment.** If there are two (2) or more regular full-time employees assessed as meeting the qualifications for the position and who

have expressed interest in writing to fill an authorized vacancy in the capacity of the Water Operator II position represented by the Association, the City agrees to conduct a closed promotional recruitment. Written interest must be provided in the same manner as specified in A above within an announced five (5) working day period. If there are less than two (2) qualified internal applicants per vacant position, the City will proceed to conduct an open competitive recruitment.

**Section 3. Labor-Management Committee.** Representatives of the Association and management shall meet on a quarterly basis for purposes of improving communication and resolving labor relations matters. Agendas shall be agreed upon in advance, with both parties having equal opportunity to submit items. Any matter agreed upon by both parties may be discussed; but discussion does not constitute waiver of access to the grievance process. Chairmanship of the committee shall be alternated among the parties.

1. The City agrees to form an ongoing Safety Committee to target goals for injury/illness review and prevention, development of safety procedures, and job-related safety training.
2. The Labor-Management Committee shall be comprised of at least two (2) Association members from the Utilities Division, two (2) members from the Maintenance Services Division, and at least three (3) supervisor/management representatives.

**Section 4. Leave Entitlement.** The City will comply with State and Federal laws with regard to family leave. The City has issued Administrative Regulation 430 to implement compliance and by reference becomes part of this Agreement.

**Section 5. Court Referrals.** The City will assign referrals to help City employees with their routine job assignments. A Public Works Supervisor will assign court referrals as best suits the City and the abilities of the court referral. The supervisor will provide assignments and any necessary guidelines to City employees who are assigned a court referral.

City employees who are assigned court referrals will follow the supervisor's guidelines. City employees may be required to provide instructions to the court referrals in order to implement the supervisor's assignments. At the end of the work day, the City employees will report to the supervisor the work completed by the court referrals.

Court referrals are to be treated with respect, but any court referral that is threatening, disruptive, or refuses to work should be returned to the yard and sent home. Court referrals should wear orange mesh shirts over their regular clothes. Court referrals may not operate City vehicles or motorized equipment.

Records will be kept of the hours worked by court referrals and will be forwarded to the Downey Municipal Court on a regular basis. The Division will maintain these records.

**Section 6. American with Disabilities Act.** The City shall comply with the Americans with Disabilities Act (ADA).



## **ARTICLE XXIV**

### **REOPENER**

**Section 1.** The parties agree that the City can re-open negotiations to achieve labor cost savings during the term of this Agreement, however, there shall be no changes unless mutually agreed to in writing.

## **ARTICLE XXV**

### **SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING**

**Section 1.** It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior Agreements and Memoranda of Understanding, or Memorandums of Agreement, or contrary salary and/or personnel resolutions and ordinances of the City, oral or written, expressed or implied, agreements between the parties or understandings between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

**Section 2.** Notwithstanding the provisions of Section 1 above, there exists within the City of Downey, certain personnel resolutions, ordinances and departmental rules and regulations. To the extent that this Agreement does not specifically contravene provisions of these personnel resolutions, ordinances, departmental rules and regulations; such personnel resolutions, ordinances and departmental rules and regulations are specifically incorporated herein.

## **ARTICLE XXVI**

### **WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT**

During the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

## **ARTICLE XXVII**

### **EMERGENCY WAIVER PROVISION**

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of

this Memorandum of Understanding or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

## **ARTICLE XXVII**

### **SEPARABILITY**

Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

## **ARTICLE XXIX**

### **TERM OF THIS MEMORANDUM OF UNDERSTANDING**

The term of this Memorandum of Understanding shall commence on April 1, 2021 and shall continue in full force and effect until March 31, 2023.

**ARTICLE XXX**

**RATIFICATION AND EXECUTION**

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Downey. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 23<sup>rd</sup> day of March, 2021.

**CITY OF DOWNEY**

**DOWNEY CITY EMPLOYEES'  
ASSOCIATION - MAINTENANCE UNIT**

By: \_\_\_\_\_  
John Oskoui, Assistant City Manager

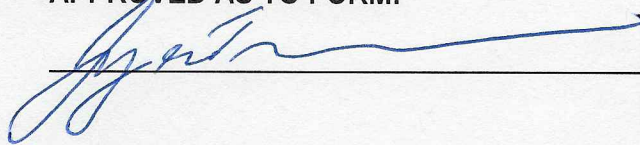
By: \_\_\_\_\_  
John Arens, President

By: \_\_\_\_\_  
James McQueen, Human Resources Director

By: \_\_\_\_\_  
Chris Mataalii, Vice President

By: \_\_\_\_\_  
Larry Diaz, Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

**EXHIBIT A**

**CLASSIFICATIONS REPRESENTED BY THE DOWNEY CITY EMPLOYEES'  
ASSOCIATION - MAINTENANCE UNIT**

Equipment Maintenance Lead Worker  
Maintenance Worker I  
Maintenance Worker II  
Maintenance Worker III  
Maintenance Lead Worker  
Mechanic  
Water System Lead Worker  
Water System Operator II  
Water System Operator III

**EXHIBIT B**

**PAY SCHEDULE**

<b>Effective March 22, 2021</b>					
<b>Position Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Equipment Maintenance Lead Worker	28.2486	29.8023	31.4414	33.1706	34.9951
Maintenance Lead Worker	24.7345	26.0954	27.5303	29.0447	30.6422
Maintenance Worker I	15.9689	16.8472	17.7734	18.7514	19.7827
Maintenance Worker II	20.0216	21.1227	22.2847	23.5102	24.8029
Maintenance Worker III	22.0235	23.2347	24.5126	25.8608	27.2833
Mechanic	24.5563	25.9071	27.3323	28.8353	30.4212
Water Systems Lead Worker	26.3993	27.8517	29.3831	30.9996	32.7048
Water Systems Operator II	20.7700	21.9122	23.1177	24.3890	25.7300
Water Systems Operator III	23.5740	24.8706	26.2384	27.6816	29.2007


<b>Effective March 21, 2022</b>					
<b>Position Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Equipment Maintenance Lead Worker	28.8136	30.3984	32.0702	33.8340	35.6950
Maintenance Lead Worker	25.2292	26.6173	28.0809	29.6256	31.2550
Maintenance Worker I	16.2883	17.1841	18.1289	19.1264	20.1784
Maintenance Worker II	20.4220	21.5452	22.7304	23.9804	25.2990
Maintenance Worker III	22.4640	23.6994	25.0029	26.3780	27.8290
Mechanic	25.0474	26.4252	27.8790	29.4120	31.0296
Water Systems Lead Worker	26.9273	28.4087	29.9708	31.6196	33.3589
Water Systems Operator II	21.1854	22.3504	23.5801	24.8768	26.2446
Water Systems Operator III	24.0455	25.3680	26.7632	28.2352	29.7847





APPROVED BY  
CITY MANAGER

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** OFFICE OF THE CITY MANAGER  
BY JAMES MCQUEEN, DIRECTOR HUMAN RESOURCES 

**DATE:** MARCH 23, 2021

**SUBJECT:** ADOPTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached Resolution:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION (APRIL 1, 2021 – MARCH 31, 2023).**

**BACKGROUND**

At its meeting on February 23, 2021, the City Council authorized John Oskoui, Assistant City Manager and James McQueen, Director of Human Resources, as the City's representatives to begin labor negotiations with the Downey Public Safety Auxiliary Association (DPSAA) for a successor Memorandum of Understanding (MOU). The current MOU is scheduled to expire on March 31, 2021. The first meeting of the City's labor negotiations process was held on February 17, 2021 and a Tentative Agreement on the successor MOU was reached between the parties on March 10, 2021.

**DISCUSSION**

An agreement has been reached between the City and the DPSAA on a successor MOU for the two year term of April 1, 2021 to March 31, 2023. The DPSAA currently represents approximately 44 employees in non-sworn public safety support classifications. The MOU includes the following negotiated provisions with substantive economic impact:

- Across the board pay increases for all represented classifications: 2% effective the start of the pay period that includes April 1, 2021; and 2% effective the start of the pay period that includes April 1, 2022.
- Continuation of employee ("Classic" member) 4% cost sharing of reportable earnings towards City's CalPERS pension costs for the 2.7% @ age 55 retirement formula and no other changes to current employee pick up of member contribution for second tier (2% at age 60) and third tier (2% at age 62) retirement formulas; and,

- Continuation of City contribution towards employee medical insurance of up to second highest PPO (Preferred Provider Option) premium rates (Los Angeles County Region) offered by CalPERS.

In addition to economic items, other revised or added contract language changes are included based on the need to clarify or update provisions in accordance with practice or law as follows:

- Medical opt out money to be paid to employee as taxable earnings in connection with legal requirements.
- Overtime language revision to state that opt out money is not included in overtime rate unless required by law.
- Incorporate Tuition Reimbursement side letter language adopted by council September 8, 2020.
- Re-opener provision during the term of the MOU to discuss labor cost saving measures.
- Language adjustments removing historical provisions and dates.

The negotiated provisions have been ratified by the Association membership. This Memorandum of Understanding is a product of a labor negotiation process involving the DPSAA and City management representatives. Labor negotiations were completed in accordance with State law and the City's Employer-Employee Relations Ordinance and personnel rules and regulations.

## **CITY COUNCIL PRIORITIES**

Fiscal Responsibility

## **FISCAL IMPACT**

The Agreement represents increased personnel costs in the approximate amounts of \$90,143 in Contract Year 1 and \$93,096 in Contract Year 2.

## **ATTACHMENTS**

Attachment A: Resolution

Attachment B: DPSAA MOU (April 1, 2021 – March 31, 2023)

**RESOLUTION NO. 21-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DOWNEY AND THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION (APRIL 1, 2021 – MARCH 31, 2023).**

**WHEREAS**, the City of Downey, hereinafter referred to as “City,” and the City of Downey Public Safety Auxiliary Association hereinafter referred to as “DPSAA” have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and Employee Relations Ordinance 1118; and

**WHEREAS**, the City and the DPSAA have memorialized the Agreement in a written Memorandum of Understanding.

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

**SECTION 1.** The Memorandum of Understanding between the City and the DPSAA, attached hereto, is hereby approved in substantially the form thereof together with any additions thereto or changes therein deemed necessary or advisable by the City Manager.

**SECTION 2.** The Assistant City Manager and Director of Human Resources are authorized to sign the Memorandum of Understanding.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 23<sup>rd</sup> day of March, 2021.

\_\_\_\_\_  
CLAUDIA FROMETA, Mayor

ATTEST:

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC  
City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a regular meeting held on the 23<sup>rd</sup> day of March, 2021, by the following vote, to wit:

AYES:	Council Members:
NOES:	Council Member:
ABSENT:	Council Member:
ABSTAIN:	Council Member:

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC  
City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CITY OF DOWNEY**  
**AND**  
**THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION**

**April 1, 2021 – March 31, 2023**

# Table of Contents

ARTICLE I .....	1
RECOGNITION .....	1
ARTICLE II .....	1
NON-DISCRIMINATION .....	1
ARTICLE III .....	2
BASIC COMPENSATION PLAN.....	2
Section 1. Salary Increases. ....	2
Section 2. The Plan of Salary Schedules.....	2
Section 3. Eligibility for Merit Salary Advancement.....	2
Section 4. Salary Schedule Step Reduction.....	3
Section 5. Longevity Pay.....	3
Section 6. Eligibility for Promotion Increases.....	3
Section 7. Shift Differential.....	4
Section 8. Bonus Pay for Training.....	4
Section 9. Uniforms.....	4
Section 10. Acting Pay .....	5
Section 11. Out-Of-Class Pay .....	5
Section 12. Bilingual Pay .....	5
Section 13. Court Time. ....	5
Section 14. Standby Compensation .....	6
Section 15. Search Pay Premium .....	7
Section 16. Calculating the Value of Special Compensation.....	7
ARTICLE IV.....	7
WORKWEEK.....	7
ARTICLE V.....	9
OVERTIME (COMPENSATORY TIME OFF) .....	9
Section 1. Compensation for Overtime .....	9
Section 2. No Pyramiding.....	9
Section 3. Discouragement of Overtime.....	9
Section 4. Emergency Service Condition.....	9
Section 5. When Absent from Duty .....	9
Section 6. Overtime.....	9
Section 7. Compensatory Time Off .....	9
Section 8. Cash in Compensatory Time Off .....	9
ARTICLE VI.....	10
COMPENSATION FOR SPECIAL CALL-IN .....	10
ARTICLE VII.....	10
HOLIDAYS .....	10
ARTICLE VIII.....	11
VACATION .....	11
Section 1. Accruals .....	11
Section 2. Accrual Limits.....	11
Section 4. Fire Department Only .....	11
Section 5. Vacation Pay-Out .....	12
ARTICLE IX.....	12



NON-PAID LEAVE OF ABSENCE.....	12
Section 1. Leave of Absence .....	12
Section 2. Written Notice of Intent to Return .....	12
Section 3. Outside Employment While On Leave.....	12
ARTICLE X.....	12
SICK LEAVE.....	12
Section 1. Sick Leave Accruals.....	12
Section 2. Use of Protected Sick Leave.....	13
Section 3. Accrued Sick Leave Benefit .....	13
Section 4. Fitness for Duty .....	14
ARTICLE XI.....	14
OTHER USES OF SICK LEAVE.....	14
Section 1. Sick Leave Conversion at Retirement or Death .....	14
Section 2. Sick Leave Conversion to Vacation.....	15
Section 3. Bereavement Leave.....	15
Section 4. Personal Leave .....	15
Section 5. Workers' Compensation Injury On Duty .....	15
Section 6. Employee Disability Leave .....	15
Section 7. Military Leave .....	16
Section 8. Jury Duty.....	17
Section 9. Pregnancy Disability Leave.....	17
Section 10. Family Leave.....	17
Section 11. "Child-Related Activities" Leave .....	17
Section 12. Consultation of Human Resources.....	17
ARTICLE XII.....	17
FRINGE BENEFIT ADMINISTRATION .....	17
Section 1. Administration .....	17
Section 2. Selection and Funding.....	17
Section 3. Changes.....	18
ARTICLE XIII.....	18
MEDICAL, DENTAL AND OTHER COVERAGE .....	18
Section 1. Medical Insurance.....	18
Section 2. Dental Insurance.....	20
Section 3. Life & Accidental Death and Dismemberment Insurance .....	20
Section 4. Long Term Disability Insurance.....	20
Section 5. Employee Assistance Program .....	20
ARTICLE XIV .....	21
RETIREMENT .....	21
Section 1. CalPERS Retirement Plan .....	21
Section 2. First Tier Retirement Formula .....	21
Section 3. Second Tier Retirement Formula .....	21
Section 4. Third Tier ("PEPRA" Tier) Retirement Formula .....	22
Section 5. Survivor/Death Benefits.....	22
Section 6. City Contribution to Retiree Retirement Health Savings Plan .....	22
ARTICLE XV .....	24
TUITION REIMBURSEMENT .....	24

Section 1. Reimbursement Rates.....	24
ARTICLE XVI .....	24
PROBATIONARY PERIOD .....	24
ARTICLE XVII .....	25
SENIORITY .....	25
ARTICLE XVIII .....	26
CITY RIGHTS .....	26
ARTICLE XIX .....	27
EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES .....	27
Section 1. Dues Deductions .....	27
Section 2. Indemnification .....	27
Section 3. Release Time for Meet and Confer .....	28
ARTICLE XX .....	28
NO STRIKE - NO LOCKOUT .....	28
ARTICLE XXI .....	29
GRIEVANCE PROCEDURE .....	29
Section 1. Grievance .....	29
Section 2. Conduct of the Grievance Procedure .....	29
Section 3. Grievance Procedure Steps .....	29
ARTICLE XXII .....	30
MISCELLANEOUS .....	30
Section 1. Substance Abuse Policy.....	30
Section 2. Transfer Rights.....	32
Section 3. Labor-Management Committee.....	32
Section 4. Post Training .....	32
ARTICLE XXIII .....	32
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING .....	32
ARTICLE XXIV .....	33
WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT .....	33
ARTICLE XXV .....	33
RE-OPENER .....	33
ARTICLE XXVI .....	33
EMERGENCY WAIVER PROVISION.....	33
ARTICLE XXVII .....	34
SEPARABILITY .....	34
ARTICLE XXVIII .....	34
TERM OF MEMORANDUM OF UNDERSTANDING.....	34
ARTICLE XXIX .....	35
RATIFICATION AND EXECUTION .....	35
EXHIBIT A .....	36
CLASSIFICATIONS REPRESENTED BY THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION .....	36
EXHIBIT B .....	37
PAY SCHEDULE .....	37

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DOWNEY AND  
THE DOWNEY PUBLIC SAFETY AUXILIARY ASSOCIATION**

**ARTICLE I**

**RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City of Downey, the City of Downey (hereinafter called the "City") has recognized the Downey Public Safety Auxiliary Association (hereinafter called the Association) as the recognized majority representative of all full-time employees covered in the classifications listed on Exhibit A. The City has recognized the Association for the purpose of meeting its obligations under the Myers-Milias-Brown Act, Government Code Section 3500 et seq, and the Employee Relations Ordinance of the City when City rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

**ARTICLE II**

**NON-DISCRIMINATION**

**Section 1.** The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employee Relations Ordinance and Government Code Sections 3500 and 3511.

**Section 2.** The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, marital status, age, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.

**Section 3.** Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

**Section 4.** The City and Association agree to comply with applicable State and Federal laws and regulations regarding the employment of the disabled.

## ARTICLE III

### **BASIC COMPENSATION PLAN**

#### **Section 1. Salary Increases.**

**A.** All employees in classifications covered by this Memorandum of Understanding as referenced in Exhibit B shall receive the following pay increases:

1. Effective the start of the pay period that includes April 1, 2021, a two percent (2%) across the board base pay range increase.
2. Effective the start of the pay period that includes April 1, 2022, a two percent (2%) across the board base pay range increase.

#### **Section 2. The Plan of Salary Schedules.**

**A. Description of Schedules.** The pay plan consists of a set of monthly salary schedules. Each of such schedules is designated by a schedule number. Each schedule consists of five (5) steps of monthly compensation, each of which is designated by step letter.

**B. Hourly Equivalent Calculation.** For payroll purposes, the hourly equivalent of a monthly rate shall be computed by dividing twelve (12) times the monthly rate by fifty-two (52) times the number of working hours per week.

#### **Section 3. Eligibility for Merit Salary Advancement.**

##### **A. Eligibility for Salary Step Increase.**

1. Salary step increases shall be considered on a merit basis only, and then only at the following times, and in accordance with subsection B below.
2. All full-time appointments shall be made at the first step of the salary schedule assigned that class, unless prior written approval of the City Manager is obtained for appointments at a higher step in the assigned schedule.
3. No salary advancements shall be made so as to exceed the maximum rate established in the salary schedule for the class to which the employee's position is allocated.

##### **B. Qualification for Salary Step Advancement.**

1. Advancement shall not be automatic but shall be based upon merit, dependent upon increased service value of an employee to the City as exemplified by recommendations of his supervisor, length of service, performance record, special training undertaken, and other objective evidence.
2. Only employees rated as meeting the standard of work performance expected of City employees shall be qualified to advance to the salary steps B, C, D and E.

3. If an employee does not receive a merit increase as a result of performance evaluation the employee may appeal through the grievance procedure.

**C. Merit Evaluation.**

1. Every employee shall receive an objective, written job performance rating, no sooner than three (3) weeks before, no later than five (5) working days before the date of eligibility for each salary step, merit longevity or hourly increase, and annually thereafter, and upon a change of employment status. Nothing in this section shall prohibit the department head or authorized supervisor from giving an additional objective rating to an employee between those periods of time described in this section.
2. It shall be the duty of the department head to delegate the responsibility of every employee's rating to that level of supervision having immediate knowledge of the employee's work. An employee shall be rated by his immediate supervisor and that rating shall be reviewed by the department head.

**Section 4. Salary Schedule Step Reduction.** Whenever an employee's work performance falls below the level for which a step increase was granted, an employee's authorized pay may be reduced to the employee's previous step rate under written procedures established by the City for demotions and reduction in pay.

**Section 5. Longevity Pay.**

**A. Eligibility for Longevity Pay.**

As early as at least July 1, 2011, regular employees who have completed ten (10) and twenty (20) years of service with the City of Downey have and shall continue to receive longevity pay adjustments as follows.

<u>Service</u>	<u>Compensation Adjustment</u>
10 years	5.5000%
20 years	8.4020%

Longevity pay is effective the start of the pay period that includes the ten (10) or twenty (20) year anniversary date. Longevity pay is not cumulative.

**Section 6. Eligibility for Promotion Increases.**

**A.** Any employee receiving a promotion shall receive a salary increase equivalent to one (1) step, or shall be placed on the first step of the salary schedule for the class to which he is promoted, whichever is greater.

**B.** Any employee receiving a promotion who would otherwise have been eligible to receive a merit increase within sixty (60) days of the effective date of such promotion shall be granted the merit increase prior to the application of provision A of this Section.



## **Section 7. Shift Differential.**

### **A. Police Department Personnel.**

1. Employees in the Police Department may receive one (1) of the following salary additives as shift differential pay if they meet the indicated qualifications:
  - a. An employee whose regular work shift contains six or more hours between 5:00 p.m. and 5:00 a.m. shall receive a 5.5% shift differential (ii) an employee whose regular work shift contains four or more hours between 5:00 p.m. and 5:00 a.m. shall receive a 2.7% shift differential and (iii) an employee whose work shift begins before 6:00 a.m. or ends after 6:00 p.m. shall receive a 1.1% shift differential.
2. Employees who work the above scheduled times on either an overtime basis or regular basis, but are not assigned to such shifts as part of their regular schedule are not eligible to receive shift differential pay.
3. Employees who are assigned a shift schedule that is not identical for each work day of their work week shall receive a shift differential amount that is equal to the average of the indicated percentage amounts for each work day. For example, an employee who works four (4) shifts in a work week is assigned a shift that qualifies for a 5.5% shift differential three (3) days and a shift that qualifies for a 2.7% differential one (1) day. The average of the percentage amounts is  $(3 \times 5.5 + 2.7) / 4$ , or 4.8%.

### **B. Fire Department.**

1. Regional Fire Communications Operators shall receive a shift differential pay of two and three-quarters percent (2.75%) while working any shift.
2. Fire Dispatch Supervisor shall receive the two and three-quarters percent (2.75%) shift differential pay if scheduled to work hours other than 7:30 a.m. to 5:30 p.m.

**Section 8. Bonus Pay for Training.** At the Chief's discretion, an employee may be paid an amount equal to two and three-quarters percent (2.75%) of the appropriate salary schedule for those working hours utilized for the purposes of training new or reassigned employees. This Section shall be used for those employees specifically assigned to a trainee by the Chief.

**Section 9. Uniforms.** The Fire and Police departments have established uniform standards and designated classifications that are required to wear uniforms. Each employee in a classification that is designated to wear a uniform shall be issued three (3) complete sets of uniforms (shirts, skirts, or trousers) and other uniform gear as required by departmental guidelines. Thereafter, uniforms shall be replaced on an as needed basis as determined by each of the departments.

**A.** The monetary value for the purchase and/or rental and maintenance of uniforms through City-contracted uniform providers is reportable to CalPERS as "special compensation." This excludes items that are for personal health and safety such as protective garments and

safety shoes. In accordance with the Public Employees' Pension Reform Act (Government Code Section 7522 et. seq.) the reporting of uniform and maintenance value as "special compensation" for CalPERS members hired on or after January 1, 2013 is prohibited.

**B.** The parties agree that effective July 1, 2011, the average annual cost incurred by the City for the purchase and/or rental, and maintenance of employee uniforms will be reported as special compensation pursuant to Section 571(a)(5) of the CalPERS regulations. The amount reportable for the purchase and/or rental and maintenance of uniforms is based on the average annual cost paid for by the City for each employee over fiscal years: FY 2014-2015, FY2015-2016, and FY 2016-2017, and shall not exceed five hundred dollars (\$500.00). The annual amount shall be reported on a per bi-weekly pay period basis.

**Section 10. Acting Pay.** An employee who has been designated by the City to serve in an acting capacity for sixty (60) consecutive work days or more shall receive Step A of the pay range for the classification in which the employee is performing active duties or 5.5%, whichever is greater. Service in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification.

**Section 11. Out-Of-Class Pay.** The City may temporarily assign employees to work out of classification. The selection of the employee for an out-of-classification assignment shall be at the discretion of the department head or designee. A temporary out-of-rank pay differential of 5.5% shall be authorized when an employee has actually worked in a position of higher rank for a combined total of eighty (80) hours during a calendar year. Paid holidays shall be considered as days actually worked. Other forms of authorized leave such as sick leave, emergency leave, vacation and all other non-holiday leave shall not be considered as days actually worked.

**Section 12. Bilingual Pay.** An employee who is designated to speak or translate Spanish or other languages authorized by the City Manager as part of their regular job duties will be eligible to receive additional compensation on a bi-weekly basis. The Fire Chief and the Police Chief have the authority and discretion to assign and/or remove the special pay up to budget authority. To qualify for bilingual pay, the designated employee must pass a conversational examination administered by a certified interpreter or an employee who has been certified by the Human Resources Director to administer such examination. An employee must recertify at least every eighteen (18) months to maintain qualification. Effective the first pay period following Council adoption of the MOU, qualified and approved employees will be compensated at the rate of seventy dollars (\$70.00) per bi-weekly pay period.

**Section 13. Court Time.**

**A.** Court time is time required to be spent by all Association employees in response to a subpoena, a coroner's inquest, a hearing or trial on a civil action on behalf of the City, or criminal case at a time other than that regularly required of such employee for his employment, for the purpose of testifying as to knowledge acquired in the course of his employment with the City. This definition shall apply to subpoenas issued for taking of depositions.

Employees, who are off duty on sick leave benefits, as described in Article XI, Section 4, of this Agreement, or Workers' Compensation as described in Article XI, Section 5, or when testifying at any grievance, City Council or other hearing on behalf of himself/herself, another employee or the Association, shall not accrue additional time or compensation as court time.

**B. Compensation for Court Time.** Employees shall be compensated for court time as

follows:

1. **Criminal Witness:** An employee will be paid at their regular hourly rate of pay or with the approval of the Chief of Police, may, in lieu of pay, accumulate any portion of court time and take an equivalent leave of compensatory time off. The accumulation of court time to be used as compensatory time off shall be limited to the number of hours earned for which such employee would have otherwise received compensation at their regular hourly rate of pay.
2. **Civil Witness (in the line of duty):** An employee shall receive their regular hourly rate of pay for hours worked (and expenses, if any) for time at court, including travel to and from court, while testifying in any civil case on behalf of the City.
3. **Standby Compensation:** Minimum standby time for court assignments shall be compensated as follows:
  - a. Two (2) hours pay for the morning standby.
  - b. Two (2) hours pay for the afternoon standby.
  - c. If the employee is called into court, he/she shall be paid the above minimum or actual number of hours in court, whichever is greater.
  - d. Standby pay shall be paid at the rate of one and one-half (1.5) the employee's regular hourly rate of pay.

#### **Section 14. Standby Compensation.**

**A. Police Dispatch Center.** The City wishes to establish a viable call back list. All Public Safety Dispatchers shall have their names on the list. In addition, any employee who has completed Public Safety Dispatcher training and has been approved by the Police Chief to participate, may sign up for, and be placed on the call back list. Each weekends when staff vacancies so dictate, the employee who is on the top of the list shall be designated as standby for the weekend and will be subject to mandatory call back for work during the weekend. The weekend standby period shall be defined as Friday 1700 hours to Monday 0500 hours. The person designated shall receive fifteen (15) hours of compensatory time for the weekend. Once the person has been designated for a weekend, their name is rotated to the bottom of the list. Individuals may swap locations on the list as long as the request is made in writing to their supervisor and the swap has been approved prior to the start of the weekend.

**B. Forensic Specialist Standby.** An employee in the classification of Forensic Specialist shall receive fifteen (15) hours of straight compensatory hours for assigned weekend standby duty. The weekend standby period shall be defined as Friday 1700 hours to Monday 0500 hours. Such standby assignment shall be limited to one Forensic Specialist per weekend period. A Forensic Specialist shall receive five (5) hours of compensatory time for assigned standby on a City recognized holiday that is not within the weekend standby period.

**C. All Employees.** An employee in a classification other than Police Dispatcher, Police Dispatch Supervisor, or Forensic Specialist who is designated by management to be on standby on the weekends and/or holidays shall be compensated for standby time at ten (10) hours straight compensatory hours and five (5) hours straight compensatory time for a City recognized

holiday. The weekend period for the purpose of this Section is 2400 Friday to Sunday 2400 hours. Any Association member designated by management to be on standby shall be required to be available to answer a call from the department in a timely manner.

**Section 15. Search Pay Premium.** Police Records Specialists I and II are routinely and consistently required as a part of their regular duties to search female prisoners. Effective October 25, 2005, those employees required to search female prisoners shall receive search pay premium of two per cent (2%). Should these duties be removed from the classification and/or should an individual employee be declared unable to perform these duties because of physician ordered permanent work restrictions, the search pay premium shall be removed for the classification and/or the individual. The removal of pay shall not occur when a physician declares the work restrictions temporary.

**Section 16. Calculating the Value of Special Compensation (Spec Comp).** Beginning or earlier than July 1, 2011, the values of the following special compensation items are calculated using a compounding method that calculates them in the following order: (1) Longevity Pay; (2) Shift Differential; (3) Search Pay Premium. Any other special compensation items are not included in the compounding calculation.

If the employee receives one or more of the special compensation items subject to compounding referenced above, the one that is highest in the order above is calculated first, as the applicable percent of the base hourly rate of pay. For each additional special compensation item on the list above, the value shall be determined by multiplying the next one received in the above order as a percentage of the base hourly rate of pay plus the value of the special compensation items already calculated under this method.

An example of the calculation method for a Police Records Specialist II who works eighty (80) hours in a two week pay period is as follows:

Employee Base Hourly Rate \$ 21.9614	Reportable Earnings @ 80 Hours	\$1,756.91
1. Longevity Pay (8.4020%)	Spec Comp Earnings	\$ 147.62
2. Shift Differential (5.5%)	Spec Comp Earnings	\$ 104.75
3. Search Pay Premium (2%)	Spec Comp Earnings	\$ 40.19

## **ARTICLE IV**

### **WORKWEEK**

**Section 1.** The regular workweek for all employees, except for Regional Fire Communications Operators, covered by this Agreement shall be forty (40) hours per week.

**Section 2. Regional Fire Communications Operators.** In accordance with Federal law, the Fair Labor Standards Act (FLSA) regulations were implemented on April 15, 1986. It was agreed that:

**A.** In compliance with the FLSA regulations, Regional Fire Communications Operators

will be paid for all hours actually worked during the designated seven (7) day work week.

**B.** All hours worked in excess of forty (40) hours in a work week will be paid at the overtime rate of one and one-half (1.5) the employee's regular hourly rate of pay.

**C.** To avoid the prospect of having to reduce the number of hours reported for retirement purposes, the City will continue to report forty (40) hours per week to PERS regardless of whether the employee actually accrued forty (40) hours during the week. However, for the purpose of calculating overtime compensation, sick leave hours used will not be included as part of the forty (40) hour work week. Other forms of paid leave time (i.e., vacation and compensatory time) will be included as part of the forty (40) hour work week for purposes of calculating overtime compensation. This agreement has been reached for the purpose of maintaining both the existing shift schedule as well as maintaining the number of hours reported to the retirement system.

**Section 3.** For all Police Department employees covered by this Agreement, the normal work week shall consist of four (4) ten (10) hour days. If, in the opinion of the Chief of Police, restructuring of the normal work day or work week becomes necessary for the purpose of promoting efficiency, nothing herein shall be construed as preventing the Chief of Police from restructuring the normal work day or work week for individual employees.

If in the opinion of the Chief of Police, it should become necessary to establish schedules departing from the regular work day or work week, the Chief of Police shall give notice in writing of such change as far in advance as reasonably practical. If the change is other than on an individual basis, the City shall meet and confer with the Association regarding the impact of the decision prior to implementing a general change. If an individual employee does not receive a written notice two (2) weeks before the change, the employee shall not lose shift differential pay for the first two (2) weeks of the schedule change.

**Section 4.** Employees in the classification of Code Enforcement Officer shall work a 9/80 Work Schedule as follows:

**A.** The regular work week shall be forty (40) hours per week within a designated seven (7) day work period.

**B.** The 9/80 Work Schedule provides eighty (80) hours of scheduled work in a two (2) week pay period. Depending on the week that the alternating day off falls, in one (1) week the employee works four (4) nine (9) hour days and one (1) eight (8) hour day. In the other week, the employee works four (4) nine (9) hour days with one (1) alternating day off. In this work schedule, the eight (8) hour work day and the day off is the same day of the week, which normally is Friday or Monday. The work week for Federal Labor Standards Act (FLSA) overtime purposes shall be established as starting four (4) hours into the shift of the eight (8) hour work day.

**C.** Effective the start of the pay period following City Council adoption of this Memorandum of Understanding, employees in the classification of Code Enforcement Officer shall no longer receive a paid lunch hour; therefore, the non-paid lunch hour shall be excluded from the regular hours of scheduled work per day.



**Section 5.** Part-time employees are those hired for less than the standard forty (40) hour week and paid on an hourly basis.

## **ARTICLE V**

### **OVERTIME (COMPENSATORY TIME OFF)**

**Section 1. Compensation for Overtime.** All approved overtime, worked by an employee, shall be paid at the rate of one and one-half (1.5) the regular hourly rate of pay for such employee. All non-statutory overtime shall be paid at one and one half times the regular rate of pay, as defined in the FLSA, except that cash received by employees who opt out of health insurance shall not be included in those calculations. Overtime shall be paid on all hours worked in excess of a normal shift, or in excess of forty (40) hours in an employee's designated work week. (For Regional Fire Communications Operators refer to Article IV, Section 2(C))

**Section 2. No Pyramiding.** There shall be no pyramiding of overtime, which means that employees shall not be compensated more than once for the same hours under any provision of this Agreement.

**Section 3. Discouragement of Overtime.** It is the policy of the City that overtime work is to be discouraged. However, in cases of emergency or whenever public interests or necessity requires, any department or division head may require any employee in such department or division to perform overtime work. The projects and types of work for which overtime may be authorized shall be approved in advance by the City Manager, except in the event of emergency, overtime is authorized by the department head or his designee.

**Section 4. Emergency Service Condition.** In accordance with Article XXVI, in the event of a severe emergency or national or state disaster, the City shall not be required to pay overtime. Regardless of any of the provisions of this Agreement, employees shall not be entitled to receive overtime during the first seven (7) calendar days of the severe emergency or disaster.

**Section 5. When Absent from Duty.** In the event an employee is absent from duty, whether for vacation, compensatory time, sick leave or other disability, for a period exceeding five (5) work days, overtime during that work cycle will not be paid. If the employee is ordered to work during their vacation, the employee will be paid overtime for those hours worked.

**Section 6. Overtime.** Overtime may be compensated in time off or money. Employees who are assigned to work overtime shall have the right to monetary compensation, unless the form of compensatory time off has been discussed in advance. Management may inform employees, prior to the performance of the work, that only "compensatory time" is available. In this instance, employees shall have the right to refuse the overtime assignment.

**Section 7. Compensatory Time Off.** Where elected, compensatory time off is provided at a rate of one and one-half (1.5) hours for each hour of overtime hour worked. Unused compensatory time off shall be paid out upon separation from employment at the higher of (a) the employee's average rate of pay for the final three years of employment, or (b) at the employee's final regular rate of pay.

**Section 8. Cash in Compensatory Time Off.** Employees covered by this Agreement may cash in accrued compensatory time earned as overtime unless they have been informed as

set forth in Section 6 above. Employees may not cash in compensatory time earned from a holiday when the holiday falls on the employee's regular day off.

## **ARTICLE VI**

### **COMPENSATION FOR SPECIAL CALL-IN**

**Section 1.** Employees covered by this Agreement who are "called in" to perform work on an unscheduled basis at times other than those normally required for the employee's regular work schedule shall receive and be paid for a minimum of two and six-tenths (2.6) hours at the overtime rate of one and one half (1.5) the employee's regular hourly rate of pay. Employees shall be entitled to call-in pay in the event the employee is required to report back to work after completing the employee's regular work shift and left City premises and/or the employee's work location. In accordance with FLSA, actual hours worked, including travel from home to the call back location shall be counted toward the computation of overtime pay.

**Section 2.** If an employee is called in two and six-tenths (2.6) hours or less before the start of the regular work shift, such employee shall not be given the two and six-tenths (2.6) hour guarantee. Any hours worked in excess of the regular work shift on that day shall be paid at the rate of one and one-half (1.5) the employee's regular hourly rate of pay.

## **ARTICLE VII**

### **HOLIDAYS**

**Section 1.** Employees will receive one hundred and forty (140) hours of holiday leave in January of each year. These leave hours are for the following City recognized holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (President's Day)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day

**Section 2.** Employees may use holiday time as time off from work at any time during the calendar year, subject to their department's approval. An employee who does not work on a holiday that is a regularly scheduled work day must use holiday pay for the time off. In the event that an employee has no holiday time balance and the department allows the employee time off work for a holiday, then the employee must use either vacation or compensatory time for the time off.

**Section 3.** If the holiday falls on an employee's regular work day, and the employee works on that day, then the employee may request twelve and one-half (12.5) hours of pay during and subsequent to the pay period in which a City holiday falls. If the holiday falls on an employee's non-work day, then the employee may request twelve and one-half (12.5) hours of pay during and subsequent to the pay period in which a City holiday falls.

**Section 4.** Employees who terminate from the City and who have not fully used their holiday hours will be paid for the unused holidays that have occurred prior to their termination at a rate of twelve and one-half (12.5) hours per holiday at the rate of pay in effect at the time of termination, plus two and one-half (2.5) hours.

**Section 5.** Employees hired during the year will receive holiday hours for the holidays that will occur between their hire date and December 31 at a rate of twelve and one-half (12.5) hours per holiday.

**Section 6.** Any holiday hours that remain on an employee's record at the end of the calendar year will automatically be paid out in a regular payroll cycle in January.

## ARTICLE VIII

### VACATION

**Section 1. Accruals.** Employees covered by this Agreement shall accrue vacation leave with pay on the following scheduled basis:

<u>Year of Service</u>	<u>Hours per Year</u>	<u>Monthly Accrual</u>
0 - 3	80	6.7
4 - 5	96	8.0
6 - 10	120	10.0
11 - 15	136	11.3
16 - 20	160	13.4

**Section 2. Accrual Limits.** Vacation shall be taken at the convenience of the City with the approval of the department head. Where possible, such vacation should be taken annually and not accumulated from year to year. All eligible employees, however, shall be allowed to accumulate two (2) years allowance of vacation. If the employee is prohibited by the supervisor from taking the employee's vacation because of manpower shortages or operational needs, the employee shall be paid all vacation in excess of two (2) years at the employee's regular rate of pay at the time of the pay-off.

**Section 3. Vacation Pay-Out.** An employee who separates from City service under this Article, either by retirement, permanent layoff, or termination, shall be entitled to be paid for unused earned vacation at the regular rate of pay in effect at the time of separation.

**Section 4. Fire Department Only.** Covered employees will schedule vacations at the beginning of each year. Scheduling shall be in four (4) shift increments. If, after such scheduling, less than four (4) shifts remain unscheduled, they may be scheduled in one (1) shift increments or scheduled with holiday time off. Employees may use vacation time in one (1) shift

increments at times other than originally scheduled provided that a qualified substitute can be found to replace the employee for that shift.

## **ARTICLE IX**

### **NON-PAID LEAVE OF ABSENCE**

**Section 1. Leave of Absence.** The City Manager may grant a permanent employee a leave of absence for a specific purpose, without pay, for a period not to exceed up to one (1) year. The City Council may grant a permanent employee a leave of absence for a specific purpose, with pay, not to exceed one (1) year. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Office of the City. Upon expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. The employee shall report promptly upon the expiration of any leave granted. Failure to report within a twenty-four (24) hour period after expiration of leave shall be considered a voluntary resignation. No employment or fringe benefits such as, but not limited to, sick leave, vacation, health insurance, retirement or any other benefit shall accrue to any employee during leave of absence without pay. An employee on approved leave may elect to pay the premiums due in order to maintain health insurance benefits during the term of such leave.

**Section 2. Written Notice of Intent to Return.** An employee on leave of absence must give the City at least seven (7) days written notice of the employee's intent to return to work.

**Section 3. Outside Employment While On Leave.** An employee who engages in outside employment during said leave of absence shall be subject to termination. Any employee who falsifies a reason for the request for said leave of absence or any extension of such leave of absence may be terminated for falsifying such request.

## **ARTICLE X**

### **SICK LEAVE**

#### **Section 1. Sick Leave Accruals.**

**A.** Sick leave shall be defined as absence from duty because of illness or off the job injury, or exposure to contagious diseases as evidenced by certification from an accepted medical authority.

**B.** Sick leave shall be accrued at the rate of 3.692 hours per bi-weekly pay period (ninety-six [96] hours per year) for full-time employees without limit on accumulation. Sick leave shall not be considered to be a privilege which an employee may use at his discretion, but rather shall be allowed only for the purposes specified below.

## **Section 2. Use of Protected Sick Leave.**

**A.** Effective the start of the pay period which includes July 1, 2015, the first three (3) shifts or hours equivalent (e.g. thirty [30] hours for an employee on a 4/10 work schedule, twenty-seven [27] hours for an employee on a 5/8 work schedule) of paid sick leave taken each twelve (12) month period, for any authorized purpose, will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014. This twelve (12) month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the twelve (12) month period is the twelve (12) month period beginning on the employee's hire date, until the following July 1 at which point the employee's twelve (12) month period will begin the start of the pay period which includes July 1 to the pay period that includes June 30.

**B.** Effective January 1, 2016, employees can use up to an additional forty-five (45) hours of sick leave per year provided by the California Kin Care law.

**C.** An employee can use sick hours as protected sick leave for any of the following reasons: The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or the employee's family member.

**D.** For purposes of this Section, a family member includes employee's parent, child, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, and sibling. Only the first three (3) shifts or hours equivalent plus forty-five (45) hours of sick leave in a twelve (12) month period can be used as described above.

**E.** Employees can use protected sick leave for related purposes if they are victims of domestic violence, sexual assault or stalking.

**F.** In order to receive compensation while absent on protected sick leave, the employee shall notify a designated supervisor prior to or within two (2) hours of the time set for beginning duty, unless notification is physically impractical then such notification shall be waived until a reasonable period has elapsed. For any such absence in which protected sick is utilized, the employee shall submit a written statement with the department head confirming the use of protected sick leave. A physician's statement verifying the absence from work is not required.

**G.** When an employee is not utilizing protected sick leave, the department head or his designee may require a physician's certificate stating the cause for any subsequent absence before said leave shall be approved. Such absence may be more than one (1) work day or if there is reasonable cause to indicate abuse of sick leave.

**Section 3. Accrued Sick Leave Benefit.** The right of an employee to accrued sick leave shall continue only during the period that the employee is on paid status. Accrued sick leave benefits shall not give any employee the right to be retained in the service of the City, or any right of claim to sickness disability benefits after separation from the services of the City, except as required by federal or state law.

**A.** Notwithstanding anything contained in this Section, no employee shall be entitled to receive any payment or other compensation from the City while absent from duty by reason of injuries or disability received as a result of engaging in employment, other than employment by the City, for monetary gain or other compensation; or by reason of engaging in business or



activity for monetary gain or other compensation other than business or activity connected with City employment.

**Section 4. Fitness for Duty.** Upon the written request of the appointing authority, based upon job-related grounds and consistent with business necessity, the department head or his designee may require an employee to submit to an examination by the City's physician to determine fitness for duty. If the results of the examination indicate the employee is unable to perform his duties; or in the performance of his duties, exposes others to infection, the employee shall be placed on sick leave without privilege of reinstatement until adequate medical evidence is submitted that the employee is competent to perform his duties or will not subject others to infection. Any employee so examined shall have the right to submit the reports of a competent medical authority of his own selection and at his own expense, in addition to the report submitted by the City's physician. In the event of a conflict of opinion and/or recommendation of the two (2) physicians, a third physician shall be selected by the first two (2) physicians and the final decision shall be made by the City Manager or his designee based upon the medical evidence submitted to him.

## **ARTICLE XI**

### **OTHER USES OF SICK LEAVE**

#### **Section 1. Sick Leave Conversion at Retirement or Death.**

**A.** An employee who is separating employment from the City by way of CalPERS retirement shall be eligible to deposit the value of unused accumulated sick leave hours at the regular rate of pay earned at the time of retirement up to the maximum of one thousand nine hundred (1,900) hours to the City's Retirement Health Savings (RHS) Plan to cover reimbursable medical expenses in accordance with IRS regulations.

1. Effective October 1, 2012, the City's RHS plan was restated to add the value of a City deposit toward a retiree's RHS account based on eligibility criteria cited in Article XII (Note: Check reference), Section 9 of this Agreement.

**B.** In the event of a permanent or indefinite layoff, an employee with ten (10) years of continuous service with the City shall be entitled to the above benefit. If such employee resigns after receiving official notification of his impending layoff, he shall be eligible for the above benefit. This provision shall be retroactive to January 1, 1982.

**C.** Accrued sick leave shall be valued for the purposes of Section A above, on the following basis:

1. Sick leave taken shall be deducted from the oldest, lowest value accrued sick leave first, provided, however, when an employee takes sick leave, the employee shall receive for each day of sick leave one (1) day's pay at the employee's rate of pay in effect at the time of taking sick leave. For covered employees with twenty (20) years of City service; or retirees with a physical disability, or a psychological disability resulting from a direct consequence of a violent act, sick leave shall be converted at the prevailing rate.

**Section 2. Sick Leave Conversion to Vacation.** Employees who become entitled to accrued sick leave allowance that has not been used may convert each two (2) hours of accumulated sick leave to one (1) additional hour of vacation; after having accumulated six hundred and forty (640) hours of sick leave and providing that not more than forty (40) hours of additional vacation days may be so converted in any one (1) fiscal year.

**Section 3. Bereavement Leave.**

**A.** An employee who has suffered a death of an immediate family member may be allowed bereavement leave with pay of no more than six (6) work days per incident based on eligibility. An employee shall be eligible for one half (1/2) work day of Bereavement Leave for each month of regular employment up to six (6) days which is deducted from the employee's accumulated sick leave. For purposes of this Section, "immediate family" shall include and be limited to the employee's mother, father, brother, sister, spouse, child, grandchildren, grandparents and current parent-in-laws.

**B.** All such claims for Bereavement Leave are subject to verification by the department head or his designee.

**Section 4. Personal Leave.** With approval of the department head, an employee may use two (2) days per year of earned sick leave on personal matters that are of an unforeseen combination of circumstances that call for immediate action or to add additional hours per Holiday as covered in Article VII, Section 2. Such matters shall be considered as those events or occurrences that a reasonable prudent person would not or could not postpone to a subsequent time. The nature of the matter shall be explained to the immediate supervisor and shall be granted with his approval. Such personal leave shall not be cumulative from year to year.

**Section 5. Workers' Compensation Injury On Duty.**

**A.** When an employee is absent from work by reason of an injury or illness covered by Workers' Compensation, the City will pay the difference between the amount granted pursuant to the Workers' Compensation Act and the employee's regular hourly rate of pay for up to one (1) year. Employees who are covered by this Agreement and are hired after May 13, 1997; and are absent from work by reason of an injury or illness covered by Workers' Compensation, the City will pay the difference between the amount granted pursuant to the Workers' Compensation Act and eighty-five percent (85%) of the employee's regular hourly rate of pay for up to six (6) months. Thereafter, the employee will be paid the amount required by the Workers' Compensation Act.

**B. Reclassification of Injured Worker.** If, in the opinion of the City, an employee has been found to be permanently physically incapable of performing the duties of the currently held position, the City may place the employee into another vacant position of equal level or lower within the Association; provided such placement is approved by the appointing authority. Nothing herein shall be construed to prevent such employee from applying for and competing for positions of a higher class or positions represented by other bargaining units.

**Section 6. Employee Disability Leave.**

**A.** An employee that has at least one (1) year of continuous service with the City and

who has exhausted all accrued leave (vacation, sick leave, compensatory time) due to non-industrial illness or injury can be advanced sick leave time at seventy-five percent (75%) of the employee's regular rate of pay according to the following table:

Maximum Time Allowance (Hours)

Years of Service	Total Hours
1 through 5	360
6 through 10	544
Over 10	720

**B.** Application for disability leave shall be made by the employee to the City Manager through the department head, accompanied by full medical justification from a physician chosen by the City at the direction of the City. Failure to submit to such an examination shall be a basis for terminating disability leave. If the City Manager approves the application, he shall notify the employee of such approval in writing.

**C.** After the employee returns to work, the employee shall reimburse the City for the value of the advanced sick leave time by having the employee's sick leave accrual for sick leave reduced by four (4) hours per month or may contribute vacation leave to accelerate the employee's reimbursement to the City for providing the benefits under this Article.

**D.** When the "maximum time allowance" has been reimbursed as set forth above, the employee shall be eligible to apply for additional disability leave; provided that no employee shall receive more than the "total" set forth above for his length of service, during his entire employment with the City.

**E.** Grounds for termination of disability leave by the City Manager shall include, but not be limited to, the following reasons:

1. The employee has recovered from his illness or injury.
2. The leave is being used as a pre-retirement leave for purpose of postponing retirement or pension.
3. The disability leave was procured by fraud, misrepresentation or mistake.
4. The employee has not cooperated fully in supplying all information and submitting to any examination requested by the City to determine the existence or continuing nature of the employee's disability.

**F.** In the event an employee becomes ineligible to accrue sick leave or is scheduled to end employment with the City and has not completed the reimbursement schedule for this benefit, the balance due shall be handled by payroll deduction or accounts receivable as applicable.

**Section 7. Military Leave.** Military leave shall be granted in accordance with the provisions of state and/or federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

## **Section 8. Jury Duty.**

**A.** In the event that an employee is called for jury duty and the court does not excuse such jury service the City shall grant the employee paid release time for the required jury duty that is performed within the employee's regular work schedule provided the employee submits court documentation verifying the date(s) and time served for jury service. Such verification must accompany the payroll timesheet for the payroll period in which the jury service was performed. Any fees for jury service that the employee may receive from the court shall be remitted to the City.

**Section 9. Pregnancy Disability Leave.** The City shall comply with the State pregnancy disability leave law. Administrative Regulation No. 418 is incorporated by reference herein.

**Section 10. Family Leave.** The City shall comply with all State and Federal family leave entitlement laws. Administrative Regulation NO. 430 is incorporated by reference herein.

## **Section 11. "Child-Related Activities" Leave.**

**A.** Effective January 1, 2016, an employee is eligible for up to up to forty (40) hours per year (up to eight [8] hours per month) of authorized time off from scheduled work for "child-related activities" if the employee is a parent with one or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. "Child-Related Activities" includes finding, enrolling, or reenrolling a child in school or with a licensed child care provider. Such leave also includes leave to address a child care provider or school emergency, including a request that the child be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school (excluding planned holidays), or a natural disaster. Under this Section, "Parent" is defined to include a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

**B.** Except in the case of the need to address a child care provider or school emergency, the use of such leave can be limited to eight (8) hours per month. An employee can be required to use any earned compensatory time or vacation hours for any such absences related to child-related activities.

**Section 12. Consultation of Human Resources.** To ensure the appropriate application of all compatible statutorily provided protected leave, it is advised that the employee, department head, or immediate supervisor consult with the Human Resources Director or designee in advance on the use of protected leave.

## **ARTICLE XII**

### **FRINGE BENEFIT ADMINISTRATION**

**Section 1. Administration.** The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Agreement.

**Section 2. Selection and Funding.** In the administration of the fringe benefit programs,

the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Agreement, provided that the benefits of the employees shall be no less than those in existence as of the implementation of this Agreement.

**Section 3. Changes.** If, during the term of this Agreement, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall notify the Association prior to any change of insurance carrier or health plan administrator or method of funding the coverage.

## ARTICLE XIII

### MEDICAL, DENTAL AND OTHER COVERAGE

#### **Section 1. Medical Insurance.**

**A.** CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). Effective October 1, 2012, the City contracted with the California Public Employees' Retirement System (CalPERS) to implement the CalPERS medical benefits program governed by the Public Employees' Medical and Hospital Care Act (PEMHCA). In its implementation, the City and the Association agreed that the mandated employer contributions for retirees would be structured in a manner to maintain cost savings. Employees and retirees have the option of choosing medical insurance coverage from any of the medical plans offered by CalPERS.

**B.** City Contribution Amount. For the term of this Agreement, the City's contribution amount is up to the monthly premium amount of the employee's eligible coverage level for the second highest PPO plan offered by CalPERS at the basic premium rates designated for the Los Angeles Area. If an employee enrolls in a plan with higher premiums, he will be responsible for the payment to the City on the premium amount in excess of the City's contribution.

1. PEMHCA Employer Mandated Contributions. The City shall contribute on behalf of each employee the mandated minimum sum as required per month toward the payment of premiums for medical insurance under the PEMHCA program. As the mandated minimum is increased, the City shall make the appropriate adjustments.

The City is mandated under PEHMCA to make a contribution to retiree medical premiums. As allowed by the Government Code and the CalPERS Board, the City used the Unequal Contribution Method to make City contributions on behalf of each retiree or annuitant. The 2012 starting year unequal contribution for each retiree began at \$1.00 per month. The City's mandated contribution for each annuitant shall be increased annually in compliance with Government Code section 22892(c), until the contribution for annuitants equals the contribution paid for employees. A retiree's right to receive a City contribution, and the City's obligation to make a mandatory contribution on behalf of retirees, shall only exist as long as the City contracts with CalPERS PEMHCA for medical insurance. In addition, while the City contracts with CalPERS PEMHCA, its obligation to make mandatory contributions on behalf of retirees, shall be limited to the minimum contribution required by law.

**C. IRS Section 125 Benefit (Cafeteria) Plan.** The City shall continue to provide payment of benefit premiums for employees covered by this Agreement under an IRS Section 125 Benefit Plan. The current core benefits include medical, dental, life, long-term disability insurance, and EAP coverage. Medical insurance is a benefit which a City employee is required to be enrolled in unless he is covered by another medical insurance plan with comparable coverage and/or meets minimum essential coverage as specified by the Affordable Care Act.

1. For the term of this Agreement, the City's maximum contribution shall be the sum of the monthly premiums as designated for each of the following categories:

Employee only ("EE")

Employee +1 Dependent ("EE +1")

Employee +2 or more Dependents ("EE +2+")

The maximum City contribution shall be based on the employee's enrollment in each plan. The employer mandated PEMHCA contribution is included in the sum of the CalPERS medical premium. If an employee enrolls in a CalPERS medical plan wherein the costs exceed the City's maximum contribution, the employee is responsible for all additional premiums through pre-tax payroll deductions. An employee is not entitled to any excess amount of premiums paid by the City on his behalf.

2. The City continues to provide other benefits coverage under an Employee Voluntary Benefits Program fully funded by the employee on a pre-tax basis in accordance with IRS regulations.

**D. Employee Waiver of Medical Coverage.** The City agrees to permit an employee to waive City sponsored medical coverage as follows:

1. The employee must present written proof to the Human Resources Office that he and his qualified dependent(s) are covered by another non-City sponsored group medical plan for the current plan year;
2. The employee must sign a statement acknowledging a waiver of City offered medical insurance coverage and agreement to hold the City harmless for any consequences, whatsoever, that result from the employee's waiver of City offered medical insurance coverage for employee and/or qualified dependent(s); and
3. The employee must sign a statement acknowledging his understanding that his eligible dependent(s) are not eligible to re-enroll in City sponsored medical coverage until the next announced Open Enrollment period or as otherwise required by law under COBRA provisions.

Effective May 10, 2016, the City agrees that the employee who qualifies to waive coverage shall receive three hundred dollars (\$300.00) per month if waiver eligibility is for "Employee only" coverage, four hundred fifty dollars (\$450.00) per month if waiver eligibility is for "Employee +1" dependent coverage, or six hundred fifty dollars (\$650.00) per month if waiver eligibility is for "Employee +2 or more" dependent coverage. The eligible amount will be paid to the employee as taxable earnings. A medical opt out election may only be made by an



employee at the time of hire or during an announced open enrollment period for medical insurance changes effective January 1.

## **Section 2. Dental Insurance.**

**A. HMO Dental Coverage.** For the term of this Agreement, the City shall contribute thirty-one dollars and ninety-five cents (\$31.95) per month towards a HMO dental benefit plan for employee and his qualified dependent(s). Any amount necessary to cover the monthly premium in excess of the City's contribution is the responsibility of the employee.

**B. Delta Dental Premier Plan Coverage.** Effective January 1, 2006 (start of new benefit year), the City increased the maximum benefit payable from one-thousand dollars (\$1,000.00) to two-thousand dollars (\$2,000.00) for each enrollee in each calendar year.

The Premier Plan is a self-funded plan administered by Delta Dental. Premiums are calculated annually based on prior year's claims experience, administrative fees, and an industry trending projection. For the term of this Memorandum of Understanding, the City agrees to maintain the employee's contribution rate of fifty-two percent (52%) towards monthly premium coverage. The City agrees to evaluate other Delta Dental plan options for implementation to reduce premiums or employee out of pocket costs as a result of changing to a three-tier rate structure ("Employee only," "Employee plus one dependent," and "Employee plus two or more dependents").

**Section 3. Life & Accidental Death and Dismemberment (AD&D) Insurance.** Effective June 1, 2016, the City implemented an increase to the current basic life insurance and accidental death and dismemberment coverage. Each employee shall be covered with a fifty thousand dollar (\$50,000.00) group life insurance policy benefit without evidence of insurability other than evidence of full-time employment with the City. Under the terms of the policy, benefit provisions are payable and determined by the insurance carrier.

**Section 4. Long Term Disability Insurance.** Effective July 1, 1997, each employee covered by this Agreement shall be enrolled in a Long-Term Disability Insurance program. Under the terms of this policy, benefit provisions are payable and determined by the insurance carrier.

**Section 5. Employee Assistance Program (EAP).** The City provides each employee an EAP benefit that provides emotional/well-being, work and life counseling services on a toll free 24 hour/7 days per week assistance.

**A.** The City agrees to structure a Peer Support Program for the Fire Dispatch Center that meets the needs of the Department and as approved by the Fire Chief. Such program will be structured through the City's EAP program resource(s) with some reference to the current program currently being offered by the Police Department. As soon as practicable, the City agrees to work towards implementation of the Peer Support Program for the Fire Dispatch Center by January 1, 2015 or within four (4) months of City Council adoption of this Agreement whichever is later.

## ARTICLE XIV

### RETIREMENT

**Section 1. CalPERS Retirement Plan.** Employees covered by this Agreement participate in the California Public Employees Retirement System (CalPERS). Employee options are described in a contract between the City of Downey and the California Public Employees' Retirement System and are incorporated into this Memorandum of Understanding.

**Section 2. First Tier Retirement Formula.** Effective August 19, 2002, the City amended the CalPERS contract to provide the benefit known as 2.7% at 55 retirement formula, as set forth in California Government Code Section 21354.5.

**A.** In accordance with existing practice and Government Code sections 20636(c)(4) and 20691, the City will pay the employee's statutorily required member contribution of eight percent (8%) and report this Employer Paid Member Contribution ("EPMC") to CalPERS as special compensation.

**B.** Effective the pay period that includes July 1, 2012, employees shall begin to have deducted, on a pre-tax basis, two percent (2%) of CalPERS reportable compensation, pursuant to California Government Code Section 20516(f).

**C.** Effective the pay period that includes July 1, 2013, employees shall have deducted an additional two percent (2%) of CalPERS reportable compensation, for a total of four percent (4%), on a pre-tax basis, pursuant to Government Code Section 20516(f).

**D.** Effective the pay period that includes July 1, 2015, the four percent (4%) employee cost sharing referenced in C. above shall be reduced to three percent (3%) through the pay period that includes March 31, 2016; thereafter, the four percent (4%) cost sharing amount shall apply unless otherwise negotiated sooner in a successor Memorandum of Understanding.

**E.** Should an employee be mandated by a change in law or other action to contribute any portion of the required employee (member) contribution to CalPERS, the City shall take all action necessary to reduce the deduction then being made pursuant to California Government Code Section 20516(f), above, by the amount of the mandated employee contribution.

**F.** The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).

**G.** First tier benefits are available only to "Classic" members (i.e. those members that do not meet the statutory definition of "New Member" under the California Public Employees' Pension Reform act ("PEPRA"), specifically Government Code Section 7522.04 (f) and who were hired prior to October 10, 2012).

**Section 3. Second Tier Retirement Formula.** Effective January 11, 2012, the City amended the CalPERS contract to provide the benefit known as 2% at 60 second tier retirement formula, as set forth in Government Code Section 21353. This Second Tier Retirement Formula will not apply to "new members" as that term is defined by the Public Employees' Pension Reform Act of 2013.

**A.** Employees covered hereunder shall pay, on a pre-tax basis, the seven percent (7%)

statutorily required member contribution to CalPERS.

**B.** This City has passed a Resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant to IRC 414(h)(2).

**C.** Second tier benefits are available only to “classic” members (i.e. those members that do not meet the statutorily definition of “new member” under the California Public Employees’ Pension Reform Act (“PEPRA”), specifically Government Code Section 7522.04(f) and hired on or after October 10, 2012, but before January 1, 2013.

**Section 4. Third Tier (“PEPRA” Tier) Retirement Formula.** Employees who meet the definition of “new member” set forth in Government Code Section 7522.04(f) shall be eligible for the benefits provided by PEPRA, which include but are not limited to, the following:

**A.** Retirement formula of 2% @ 62 (Government Code Section 7522.25):

**B.** Employees covered hereunder shall pay a member contribution of fifty percent (50%) of normal cost as determined from time to time by CalPERS (employee contribution is six and one-fourth percent (6.25%) for FY 2016-17).

**C.** There shall be no Employer Paid Member Contribution (“EPMC”) by the City;

**D.** Retirement benefit calculations shall be based on pensionable compensation, as defined by Government Code Section 7522.34; and

**E.** Retirement benefits shall be calculated based on the three (3) year highest average annual pensionable compensation.

**Section 5. Survivor/Death Benefits.** Effective July 13, 2009, the City implemented the PERS contract amendment to include: (a) the Level 4 1959 PERS Survivor’s Benefit program (section 21574) and (b) the Pre-Retirement Optional Settlement 2 Death Benefit (section 21548).

**Section 6. City Contribution to Retiree Retirement Health Savings (RHS) Plan.**

**A. Contribution.** Based on eligibility at retirement, the City will contribute ninety-eight dollars (\$98.00) per month towards a retiree’s RHS account. This contribution is inclusive of the Public Employees’ Medical and Hospital Care Act (PEMHCA) statutory minimum employer contribution as specified in California Government Code § 22892(c).

As a result of the City contracting for CalPERS medical insurance pursuant to PEMHCA provisions effective October 1, 2012, the City’s previous retiree medical contribution is revised to be a City contribution towards RHS plan to avoid an increase cost to the City’s mandated contribution for retirees.

**B. RHS Plan.** An employee who retires from the City of Downey after January 1, 1989, shall be entitled to participate in the City sponsored medical plan and the City shall contribute up to a maximum of ninety-eight dollars (\$98.00) per month toward the premium for employee only coverage under the City sponsored medical plans. As a result of the City contracting for CalPERS medical insurance pursuant to PEMHCA provisions effective October 1, 2012, the

following revisions to this Section shall change as follow:

**C. Eligibility Requirements.** Subject to meeting eligibility criteria below, the maximum ninety-eight dollars (\$98.00) per month shall be deposited on a quarterly basis to the retiree's RHS account for the reimbursement of qualified medical expenditures. To be eligible to enroll in a CalPERS health plan, pursuant to CalPERS rules and regulations, and receive the monthly City contribution towards RHS Plan specified in A above, the employee must satisfy the following eligibility criteria:

1. At the time of retirement the employee has a minimum of ten (10) years of service, or is granted a service-connected disability retirement; and
2. At the time of retirement the employee is employed by the City; and
3. Effective the day after official separation from the City the employee has been granted a retirement allowance by the California Public Employees' Retirement System.
4. The City's obligation to deposit up to a maximum of ninety-eight dollars (\$98.00) per month toward the retiree's RHS account shall be modified downward or cease during the lifetime of the retiree upon the occurrence of any one of the following:
  - a. During any period the retiree is eligible to receive or receives health insurance coverage at the expense of another employer the payment will be suspended. "Another employer" as used herein means private employer or public employer or self-employed or the employer of a spouse. As a condition of being eligible to receive the RHS contribution set forth above, the City shall have the right to require any retiree to annually certify that the retiree is not receiving any such paid health insurance benefits from another employer. If it is later discovered that misrepresentation has occurred, the retiree will be responsible for reimbursement to the City of those amounts inappropriately deposited and the retiree's eligibility to receive future RHS deposits will cease.
  - b. In the event the Federal government or State government mandates an employer-funded health plan or program for retirees, or mandates that the City make contributions toward a health plan (either private or public plan) for retirees, the City's rate set forth above shall be converted from a RHS deposit and applied to that plan. If there is any excess, that excess may be applied toward the retiree's RHS account provided the retiree pays the balance owing for any such coverage.
  - c. Upon the death of the retiree, the City's obligation to deposit into the retiree's RHS account shall cease. The surviving spouse shall be able to continue CalPERS medical insurance coverage pursuant to PEMHCA provisions and provided the surviving spouse pays the appropriate premiums minus the City's mandated retiree contribution amount.

**D.** It is understood and agreed that the amount equivalent to the annual amount contributed by the City to an eligible retiree's RHS account, shall be included as an item of total

compensation in survey comparisons.

**E.** An eligible retiree covered by this Section who no longer elects coverage under any City sponsored medical plan, effective at the end of any calendar quarter may present the City with proof of payment for alternate health insurance coverage and continue to receive the City's deposit to the retiree's RHS account on a quarterly basis up to the amount to which the retiree is entitled in Section 9 above. Once a retiree elects to withdraw from eligibility to participate in a City sponsored health plan for coverage under an alternate insurance plan, the retiree may not re-enroll in a City sponsored medical plan or otherwise forfeits the City's RHS contribution amount permanently.

In addition to the condition specified in E above, the City's deposit to a retirees RHS account shall cease upon the occurrence of any of the following:

1. The retiree fails to submit or respond to the City's request (via certified mail to the last known mailing address of the retiree) to provide appropriate proof of alternate health insurance coverage at the end of sixty (60) days from the date of the City's written request.
2. The death of the retiree.

## **ARTICLE XV**

### **TUITION REIMBURSEMENT**

**Section 1. Reimbursement Rates.** With prior approval of the City Manager, employees may be reimbursed for tuition and required books for courses taken to improve their value to the City. Tuition shall be reimbursed for courses as recommended by the department head with job related justification and approved by the City Manager or their designee. An employee must receive a passing grade in order to be reimbursed for the course. Reimbursement shall be made at the rate of tuition charged at California State University, Long Beach for courses on the semester system. Courses on the quarter system shall be reimbursed at the unit equivalent California State University, Long Beach tuition amounts.

## **ARTICLE XVI**

### **PROBATIONARY PERIOD**

**Section 1.** A new hire or promotional appointment will be tentative and subject to a probationary period of not less than twelve (12) months for Public Safety Dispatcher, Regional Fire Communications Operators, Police Assistant and Forensic Specialist; and six (6) months for represented classifications not listed above, except that the City Manager may extend the probationary period for a class up to an additional six (6) months or for a marginal employee who is on probation for up to an additional three (3) months. During the probationary period an employee may be terminated at any time because of unsatisfactory performance. During the probationary period the employee's supervisor shall attempt to counsel the probationary employee on a periodic basis, prior to the end of the probationary period regarding his performance.

**Section 2.** If the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Human Resources Office a merit rating including a statement, in writing, to such effect and stating that the retention of such employee in the service of the City is desired. If the services of the employee are deemed to be unsatisfactory and his employment is to be terminated at or before the expiration of the probationary period, the appointing authority shall notify such employee not later than two (2) weeks prior to the end of the probationary period.

**Section 3.** All probationary periods shall extend to the first day of the month following the period of probation.

**Section 4. Rejection Following Promotion.** Any employee rejected during the probationary period following a promotional appointment or at the conclusion of the probationary period by reason of failure of the appointing power to file a statement that his services have been satisfactory, or at the discretion of the employee, shall be reinstated to the position from which he was promoted unless charges are filed and he is discharged in the manner provided in the Personnel Ordinance and the rules for positions in the classified service. If there are no vacancies in the position from which he was promoted, the provisions of Article XVII, shall apply.

## **ARTICLE XVII**

### **SENIORITY**

**Section 1.** Employee seniority is the length of continuous service of the employee with the City from his most recent date of hire or rehire.

#### **Section 2.**

**A.** No employee shall acquire any seniority until he has completed his probationary period.

**B.** When an employee has completed his probationary period, his seniority shall date from date of hire.

**Section 3.** Seniority shall apply between employees in a classification within a department for purposes of layoff and recall if, in the objective determination of the City, the employees' ability, competency, and skill are substantially equal.

**Section 4.** Any separation from service, other than an approved leave of absence or layoff, shall cause the employee to lose his seniority rights.

**Section 5.** An employee who is laid off shall retain his seniority rights to recall for a period of one (1) year.

#### **Section 6. Seniority Bidding.**

**A.** With respect to work assignments of covered employees in the Police Department, work shifts, days off and vacation will be based upon seniority within classifications. Shift



selection procedures involving employee bidding based upon seniority shall be implemented regularly, provided the Chief of Police shall retain the authority and discretion to assign individual Communications Operators to shift scheduling without regard to seniority to insure that a balance of experienced personnel are assigned to the respective shifts or to otherwise meet the needs of the department.

**B.** If, in the opinion of the Chief of Police, it should become necessary to establish shift assignment procedures departing from seniority bidding, the Chief of Police shall give written notice of such change as far in advance as practical. Prior to implementing such a general change, the Chief of Police shall meet and confer with the Association regarding the impact of the decision.

## **ARTICLE XVIII**

### **CITY RIGHTS**

**Section 1.** The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Agreement or by law to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A.** To manage the City generally and to determine the issues of policy.
- B.** To determine the existence or non-existence of facts which are the basis of the Management decision.
- C.** To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D.** To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E.** Methods of financing.
- F.** Types of equipment or technology to be used.
- G.** To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- H.** To determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- I.** To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.
- J.** To relieve employees from duties for lack of work or similar non-disciplinary reasons.

**K.** To establish and modify productivity and performance programs and standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

**L.** To discharge, suspend, demote, or otherwise discipline employees for proper cause.

**M.** To determine job classifications and to reclassify employees.

**N.** To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City.

**O.** To determine policies, procedures and standards for selection, training and promotion of employees.

**P.** To maintain order and efficiency in its facilities and operations.

**Q.** To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.

**R.** To take any and all necessary action to carry out the mission of the Agency in emergencies.

**Section 2.** Except in emergencies as defined in Article XXVI, or where the City is required to make changes in its operations because of the requirements of law; whenever the exercise of Management's rights shall impact on employees of the bargaining Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Agreement or in the personnel or departmental rules and regulations and/or salary resolutions. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished.

The City shall not exercise the foregoing rights in an arbitrary or capricious or invidiously or discriminatory manner or in such a manner as to imperil the health and/or safety of the employees.

## ARTICLE XIX

### **EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES**

**Section 1. Dues Deductions.** The City shall deduct dues on a regular basis from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The City shall remit such funds to the Association within thirty (30) days following their deduction.

**Section 2. Indemnification.** The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted for the employees pursuant to this Article.

**Section 3. Release Time for Meet and Confer.** The Association may select a maximum of three (3) members to attend scheduled meetings with the Human Resources Director or other management representatives on subjects within the scope of representation during regular work hours. In addition, they may meet for a maximum of one (1) hour per meet and confer session for the purpose of preparation of such sessions.

## **ARTICLE XX**

### **NO STRIKE - NO LOCKOUT**

#### **A. PROHIBITED CONDUCT**

**Section 1.** The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action withholding or refusing to perform services.

**Section 2.** The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

**Section 3.** Any employee who participates in any conduct prohibited in Section 1 above, shall be subject to termination by the City.

**Section 4.** In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in B, Section 1, the City may suspend any and all of the rights and privileges accorded to the Association under the Employee Relations Ordinance in this Agreement including, but not limited to, right of access, check-off, the use of the City bulletin boards and facilities.

#### **B. ASSOCIATION RESPONSIBILITY**

**Section 1.** In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in A, Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and unlawful and they must immediately cease engaging in conduct prohibited in A and return to work.

**Section 2.** If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents, representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section 1 above.

## ARTICLE XXI

### **GRIEVANCE PROCEDURE**

**Section 1. Grievance.** Grievance shall be defined as a dispute between the Association, employee or employees and the City, regarding interpretation or application of specific provisions of this Agreement, personnel rules, or departmental rules and regulations.

#### **Section 2. Conduct of the Grievance Procedure.**

**A.** An employee may request the assistance of another person of his own choosing in preparing and presenting his grievance at any level of review, or may be represented by a recognized employee organization or may represent himself. The employee shall not suffer any reprisal from management for utilizing the grievance procedure set forth herein.

**B.** Any retroactivity on monetary grievances shall be limited to the date that the grievance was filed, in writing, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

**C.** All time limits specified may be extended to a definite date by mutual agreement of the employee or his Association representative, and the decision making management representative involved at each step of the grievance procedure. Such mutual agreement shall be evidenced in writing and signed by the employee or Association representative and management representative.

**Section 3. Grievance Procedure Steps.** The grievance procedure shall provide for the following steps; except for grievances that are a result of disciplinary action, which shall begin at Step Two.

**Step One. Informal Procedure.** An employee must attempt first to resolve a grievance through discussion with his immediate supervisor within ten (10) working days from the date of the alleged incident or action giving rise to the grievance on an informal basis. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he shall have the right and obligation to discuss it with his supervisor's immediate supervisor, if any, and his department head, if necessary. Every effort shall be made to find an acceptable solution by these informal means at the most immediate level of supervision. At no time may an informal process go beyond the department head concerned. In order that this informal procedure may be responsive, all parties involved shall expedite this process. In no case may more than thirty (30) days elapse from the date of the alleged incident or action giving rise to the grievance, and the filing of a written grievance in Step Two, or the grievance shall be barred and waived.

**Step Two. Department Head Response.** If the grievance is a result of disciplinary action which has been processed through the "Skelly Process", or if the grievance is not resolved in Step One, or if no answer has been received within five (5) working days from the presentation of the oral grievance, the employee may, within thirty (30) working days from the date of the incident giving rise to the grievance, present the grievance in writing to his department head. Failure of the employee to take this action will constitute termination of the grievance. The department head shall further review and discuss the grievance with the

employee and shall render its decision and comments, in writing, and return them to the employee within ten (10) working days after receiving the grievance.

**Step Three. Management Representative.** If the grievance is not resolved in Step Two, or if no answer has been received within time limits established in Step Two, the employee may within ten (10) working days, present the grievance in writing to the designated management representative for processing. Failure of the employee to take this action will constitute termination of the grievance. In the event the employee is not being represented by a recognized employee organization, the designated management representative shall attempt to resolve the grievance. If the employee is being represented by a recognized employee organization, the designated management representative shall convene a joint meeting of the recognized employee organization and himself, within five (5) working days, in an attempt to resolve the grievance. In the event the grievance is not satisfactorily adjusted or settled through discussion at this level, management shall advise the employee and/or employee organization, in writing, within ten (10) working days as to its position on the grievance.

**Step Four. Grievance Hearing.** If the grievance is not resolved in Step Three, the employee may, within ten (10) working days of the receipt of the written position from management representatives, present a "request for hearing" in writing to the Human Resources Director. However, the only grievances which may be submitted for review are matters which have resulted in a suspension without pay, reduction in pay, demotion, termination, or otherwise have monetary value to the employee. Failure of the employee to take this action will constitute termination of the grievance. With the approval of the Personnel Advisory Board, the Human Resources Director shall request from the State Mediation and Conciliation Service, or mutually agreed upon alternative organization, a list of seven (7) neutral hearing officers. In the event that the parties cannot agree upon a mutually acceptable hearing officer from the list of seven (7), the parties shall alternately strike names from the list, with the City striking the first name. The identity of the last remaining individual on the list will be selected as the hearing officer.

The hearing officer shall preside over a full and fair evidentiary hearing and, within thirty (30) calendar days of its conclusion, render a written decision that includes findings of fact and a recommendation to the City Manager. That decision shall be served jointly upon the grieving party and the City Manager.

**Step Five. City Manager's Decision.** Within thirty (30) calendar days of receipt of the decision of the hearing officer, the City Manager shall, in writing, adopt, modify or reject that decision. The decision of the City Manager shall be the final administrative decision.

## ARTICLE XXII

### MISCELLANEOUS

**Section 1. Substance Abuse Policy.** The City of Downey and the Association have a vital interest in maintaining safe, healthful and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the citizens of Downey. The possession, use or sale of an illegal drug or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status."

The City of Downey and the Association recognize that their future is dependent on the physical and psychological wellbeing of all employees. The City and the Association mutually acknowledge that a drug and alcohol-free work environment benefits Downey employees and citizens. The purpose of this section is to define the City's drug and alcohol policy as well as the possible consequences of policy violation.

**A.** Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited. This prohibition shall not apply to legitimate undercover activities of Police Officers that are undertaken in accordance with the direction of the Police Department.

**B.** When reasonable suspicion exists, the City may require an employee to submit to a medical examination, including, but not limited to, a substance screening. Substance screening means the testing of urine or other body fluids as reasonably deemed necessary by a physician to determine whether an employee has a restricted substance in their system.

1. Reasonable suspicion is cause based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his job safely is reduced.

**C.** Any manager or supervisor requesting an employee to submit to a substance screening shall document in writing the facts constituting reasonable suspicion and shall give the employee a copy. The employee shall be given an opportunity to provide additional facts. An employee who is then ordered to submit to a substance abuse screening may request to be represented. Because time is of the essence in drug screening, a representative must be available within a reasonable time or the employee will then be ordered to submit to substance screening. An employee who refuses to submit to a substance screening may be considered insubordinate and shall be subject to disciplinary action up to and including termination.

**D.** The supervisor, or designee, shall transport the suspected employee to the testing facility. Testing shall occur on City time and be paid for by the City. Employee urine samples, or other body fluids, will be collected in a DOX Security Container System or other system which includes methods or mechanisms designed to assure the integrity of the sample. The facility used for testing shall be certified by the National Institute on Drug Abuse and comply with established guidelines for "chain of custody" to insure that identity and integrity of the sample is preserved throughout the collecting, shipping, testing and storage process.

**E.** Any positive test for alcohol or drugs will be confirmed by a scientifically sound method. An employee who tests positive on a confirmatory test will be given the opportunity to discuss the results with a physician to be designated by the City. The employee should be prepared at that time to show proof of any valid medical prescription for any detected substance or to otherwise explain, if he or she so chooses, a positive test result.

**F.** While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs that are clearly marked that they may cause significant drowsiness or impair an employee's performance. An employee shall notify his supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding an employee's ability to safely and effectively perform



assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send an employee home on sick leave under these circumstances.

**G.** Employees with substance abuse problems are encouraged to participate voluntarily in the City-sponsored Employee Assistance Program (EAP). Assistance through the EAP may be sought by an employee with complete confidentiality and without adverse consequences to his employment. Employees should be aware, however, that a request for assistance through the EAP will not insulate the employee from disciplinary action already contemplated. Depending upon the facts surrounding the reasonable suspicion determination, positive test result, and/or other violation of this policy or other City/department rules and regulations, the City may refer an employee to the EAP. Such referral could, at the discretion of the City, be made available to the employee as an alternative to disciplinary action. Referral would be subject to agreement by the employee to enroll, participate in and successfully complete a rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement."

1. It is the City's intent to use the EAP option for first offenders except the City reserves the right to discipline for those offenses which are a significant violation of City/department rules and regulations or where violation did or could have resulted in serious injury or property damage.

**Section 2. Transfer Rights.** The City agrees that if an employee's current supervisor or department head does not approve an employee's transfer to another department who has offered that employee a position, the employee may appeal the decision to the Human Resources Director.

**Section 3. Labor-Management Committee.** Representatives of the Association and management shall meet on a quarterly basis for purposes of improving communication and resolving labor relations matters. Agendas shall be agreed upon in advance, with both parties having equal opportunity to submit items. Any matter agreed upon by both parties may be discussed; but discussion does not constitute waiver of access to the grievance process. Chairmanship of the committee shall be alternated among the parties.

**Section 4. Post Training.** The City shall endeavor to have at least two (2) Public Safety Dispatchers who have completed P.O.S.T. training in the Police Communications Center.

## ARTICLE XXIII

### SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

**Section 1.** It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements and memoranda of understanding, or memoranda of agreement, or contrary salary and/or personnel resolutions and ordinances of the City, oral or written, expressed or implied, agreements between the parties or understandings between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Agreement is not intended to conflict with federal or state law.

**Section 2.** Notwithstanding the provisions of Section 1 above, there exists within the

City of Downey, certain personnel resolutions, ordinances and departmental rules and regulations. To the extent that this Agreement does not specifically contravene provisions of these personnel resolutions, ordinances, departmental rules and regulations; such personnel resolutions, ordinances and departmental rules and regulations are specifically incorporated herein.

## **ARTICLE XXIV**

### **WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT**

During the term of this Agreement, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment; whether or not covered by this Agreement or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Agreement. Regardless of the waiver contained in this Article, the parties may:

1. By mutual agreement, in writing, agree to meet and confer about any matter during the term of this Agreement.
2. Meet and confer in accordance with Article XVI, Section 2, Article XX, Section 5 and Article XI, Section 1 (C)(2).

## **ARTICLE XXV**

### **RE-OPENER**

Section 1. The parties agree that the City can re-open negotiations to achieve labor cost savings during the term of this Agreement, however, there shall be no changes unless mutually agreed to in writing.

## **ARTICLE XXVI**

### **EMERGENCY WAIVER PROVISION**

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Agreement and any personnel rules and policies.

## **ARTICLE XXVII**

### **SEPARABILITY**

Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, or by applicable laws, statutes, ordinances and regulations of the United States of America and the State of California, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE XXVIII**

### **TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this Agreement shall commence on April 1, 2021, and shall continue in full force and effect until March 31, 2023.

**ARTICLE XXIX**

**RATIFICATION AND EXECUTION**

The City and the Association acknowledge that this Agreement shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Downey. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association and entered into this 23rd day of March, 2021.

**CITY OF DOWNEY**

**DOWNEY PUBLIC SAFETY  
AUXILIARY ASSOCIATION**

By: \_\_\_\_\_  
John Oskoui, Assistant City Manager

By: \_\_\_\_\_  
Lee Cole, President

By: \_\_\_\_\_  
James McQueen, Human Resources Director

By: \_\_\_\_\_  
Leonor Marroquin, Vice President

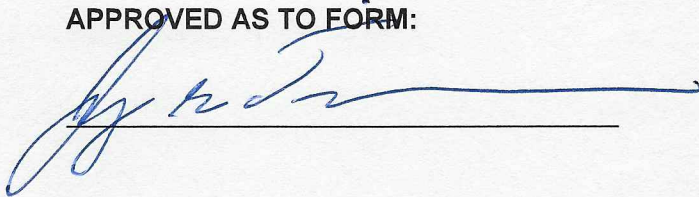
By: \_\_\_\_\_  
Cathleen Tanori, Treasurer

By: \_\_\_\_\_  
Jean Pominville, Secretary

By: \_\_\_\_\_  
Jessica Jimenez-Jones, Member-at-Large

By: \_\_\_\_\_  
Doug Ulibarri, Member-at-Large

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

**EXHIBIT A**

**CLASSIFICATIONS REPRESENTED BY THE DOWNEY PUBLIC SAFETY AUXILIARY  
ASSOCIATION**

Code Enforcement Officer  
Community Services Officer  
Fingerprint Evidence Technician  
Fire Service Technician  
Forensic Specialist  
Forensic Supervisor  
Neighborhood Preservation Coordinator  
Parking Enforcement Officer  
Police Aide II  
Police Records Specialist I  
Police Records Specialist II  
Property and Evidence Technician  
Public Safety Dispatcher  
Regional Fire Communications Operator  
Regional Fire Communications Lead Operator  
Senior (Police) Dispatch Supervisor  
Street Sweeping Enforcement Officer

**EXHIBIT B**  
**PAY SCHEDULE**

**Effective March 22, 2021**

<b>Position Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Code Enforcement Officer	27.5811	29.0979	30.6981	32.3871	34.1684
Community Services Officer	21.4948	22.6768	23.9242	25.2402	26.6283
Fire Service Technician	14.0053	14.7762	15.5890	16.4462	17.3503
Forensic Specialist	31.3497	33.0735	34.8928	36.8120	38.8368
Forensic Supervisor	40.2351	42.4481	44.7829	47.2459	49.8445
Neighborhood Preservation Coordinator	34.4671	36.3626	38.3629	40.4722	42.6987
Parking Enforcement Officer	18.1852	19.1856	20.2408	21.3541	22.5225
Police Records Specialist I	18.3610	19.3713	20.4364	21.5608	22.7459
Police Records Specialist II	19.3768	20.4422	21.5671	22.7527	24.0048
Property & Evidence Technician	22.6315	23.8762	25.1894	26.5751	28.0362
Public Safety Dispatcher	25.1880	26.5734	28.0347	29.5770	31.2040
Regional Fire Communications	25.1880	26.5734	28.0347	29.5770	31.2040
Regional Fire Communications Lead Operator	30.4000	32.0719	33.8359	35.6969	37.6303
Police Dispatch Supervisor	36.7869	38.8101	40.9448	43.1963	45.5724

**Effective March 21, 2022**

<b>Position Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Code Enforcement Officer	28.1327	29.6799	31.3121	33.0348	34.8518
Community Services Officer	21.9247	23.1303	24.4027	25.7450	27.1609
Fire Service Technician	14.2854	15.0717	15.9008	16.7751	17.6979
Forensic Specialist	31.9767	33.7350	35.5907	37.5482	39.6135
Forensic Supervisor	41.0398	43.2971	45.6786	48.1908	50.8414
Neighborhood Preservation Coordinator	35.1564	37.0899	39.1302	41.2816	43.5227
Parking Enforcement Officer	18.5489	19.5693	20.6456	21.7812	22.9730
Police Records Specialist I	18.7282	19.7857	20.8451	21.9920	23.2008
Police Records Specialist II	19.7643	20.8510	21.9984	23.2078	24.4849
Property & Evidence Technician	23.0841	24.3537	25.6932	27.1066	28.5969
Public Safety Dispatcher	25.6918	27.1049	28.5954	30.1685	31.8281
Regional Fire Communications	25.6918	27.1049	28.5954	30.1685	31.8281
Regional Fire Communications Lead Operator	31.0080	32.7133	34.5126	36.4108	38.3829
Police Dispatch Supervisor	37.5226	39.5863	41.7637	44.0602	46.4839





Item No.  
**APPROVED BY  
CITY MANAGER**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: OFFICE OF THE CITY MANAGER**  
**By: Gilbert A. Livas, City Manager**

**CITY ATTORNEY'S OFFICE**  
**By: Yvette M. Abich Garcia, City Attorney**

**DATE: MARCH 23, 2021**

**SUBJECT: EXTENSION OF URGENCY ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON EVICTIONS OF COMMERCIAL TENANTS IMPACTED BY COVID-19 PANDEMIC AND RENT REPAYMENT PERIOD**

---

**RECOMMENDATION**

**ADOPT URGENCY ORDINANCE NO. 21-\_\_\_\_\_ : AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 8634 AND DOWNEY CITY CHARTER SECTIONS 511 AND 514 EXTENDING THE TEMPORARY MORATORIUM ON EVICTIONS OF COMMERCIAL TENANTS FOR NONPAYMENT OF RENT RESULTING FROM LOSS OF INCOME DUE TO THE COVID-19 PANDEMIC AND RENT REPAYMENT PERIOD; AND SETTING FORTH THE FACTS CONSTITUTING SUCH URGENCY**

**DISCUSSION**

Background

At its regular meeting of June 23, 2020, the City Council adopted Urgency Ordinance No. 20-1444 to (1) reestablish a temporary moratorium on evictions of commercial tenants; and (2) establish a rent repayment period which would give commercial tenants a 2-month repayment period for each month the tenant is in arrears in rent to the landlord.

The Council extended Urgency Ordinance No. 20-1444 on July 28, 2020, September 22, 2020, and January 26, 2021. The latest extension of the Urgency Ordinance expires on March 31, 2021.

Extension of Moratorium on Evictions and Repayment Period.

The proposed action would extend the temporary moratorium on evictions of commercial tenants until June 30, 2021 consistent with the Governor's Executive Order No. N-03-21 which now authorizes cities to extend their eviction moratoria for commercial tenants to June 30, 2021. The moratorium applies to commercial tenants who have provided notice to the landlord of his/her/its inability to pay rent due to COVID-19-related financial impacts supported by verifiable documentation.

The proposed action would leave in place the rent repayment period established in Urgency Ordinance Nos. 20-1444, 20-1448, 20-1451 and 21-1457 which provides commercial tenants with a 2-month repayment period for each month the tenant is in arrears in the payment of rent to the landlord. The rent repayment period begins upon the expiration of the Urgency Ordinance.

In order to extend the urgency ordinance, 4/5 vote of the Council is required.

**Please note:** After the passage of AB 3088, cities no longer have jurisdiction to adopt local moratoria on evictions of residential renters. On January 29, 2021, Governor Newsom signed into law urgency budget bill SB 91 which extended eviction protections for residential renters to June 30, 2021.

## **CITY COUNCIL PRIORITIES**

Quality of Life, Neighborhood & Infrastructure

## **FISCAL IMPACT**

There is no fiscal impact.

## **ATTACHMENTS**

Attachment A: Extension of Urgency Ordinance

ORDINANCE NO. 21-\_\_\_\_\_

**AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 8634 AND DOWNEY CITY CHARTER SECTIONS 511 AND 514 EXTENDING THE TEMPORARY MORATORIUM ON EVICTIONS OF COMMERCIAL TENANTS FOR NONPAYMENT OF RENT RESULTING FROM LOSS OF INCOME DUE TO THE COVID-19 PANDEMIC AND RENT REPAYMENT PERIOD; AND SETTING FORTH THE FACTS CONSTITUTING SUCH URGENCY**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES ORDAIN AS FOLLOWS:**

**SECTION 1. FINDINGS.**

A. The recitals set forth in Urgency Ordinance Nos. 20-1444, 20-1448, 20-1451 and 21-1457 are still applicable and incorporated herein by this reference.

B. With the rising number of infections and deaths in Los Angeles County due to the COVID-19 pandemic, Governor Newsom on July 13, 2020 ordered 30 counties in the State, including Los Angeles County, to close indoor activities at fitness centers, places of worship, offices for non-critical sectors, personal care services, such as hair salons and barbershops, and indoor malls; and all 58 counties in the State to close indoor operations at restaurants, wineries, tasting rooms, movie theaters, family entertainment centers, museums, zoos and card rooms, and ordered all bars shuttered across the state.

C. Consistent with the Governor's announcement, on July 14, 2020, Los Angeles County Department of Public Health announced that the "Safer at Work and the Community for Control of COVID-19" reopening would require closure of the indoor activities of Los Angeles County businesses in the Governor's order with a slow reopening of certain businesses.

D. Due to the continued spike in the numbers of COVID-19 infections in California and the low availability of ICU beds, in December 2020, the State announced a Regional Stay Home Order to go into effect in California regions when ICU capacity falls below 15%. As of December 5, 2020, the Southern California Region had 12.5% staffed adult ICU capacity remaining and that the Order goes into effect Sunday, December 6 at 11:59 p.m. The Regional Stay at Home Order remained in effect due to the drop in ICU capacity near or at 0%. Additional business sectors had been ordered closed such as salons, personal care services, theaters, museums, bars, wineries, and amusement parks.

E. As COVID-19 case rates, hospitalizations, and deaths continue to decrease, the Los Angeles County Department of Public Health announced that effective March 15, 2021, the following reopenings are now permitted with required safety protocols for masking, distancing and infection control:

- **Museums, Zoos and Aquariums** can open indoors at 25% capacity.
- **Gyms, Fitness Centers, Yoga and Dance Studios** can open indoors at 10% capacity with masking requirement for all indoor activities.

- **Movie Theatres** can reopen indoors at 25% capacity with reserved seating only where each group is seated with at least 6 feet of distance in all directions between any other groups.
- **Retail and Personal Care Services** can increase capacity to 50% with masking required at all times and for all services.
- **Restaurants** can reopen indoors at 25% max capacity under the following conditions: can open indoors at 25% max capacity under the following conditions: eight feet distancing between tables; one household per indoor table with a limit of six people; the HVAC system is in good working order and has been evaluated, and to the maximum extent possible ventilation has been increased. County Public Health Department strongly recommends that all restaurant employees interacting with customers indoors are provided with additional masking protection (above the currently required face shield over face masks); this can be fit tested N95 masks, KN95 masks, or double masks, in addition to the required face shield. County Public Health also strongly recommends that all employees working indoors are informed about and offered opportunities to be vaccinated against COVID-19. Outdoor dining can accommodate up to six people per table from three different households.
- **Indoor Shopping Malls** can increase capacity to 50% with common areas remaining closed; food courts can open at 25% capacity adhering to the restaurant guidance for indoor dining.
- **Institutes of Higher Education** can reopen all permitted activities with required safety modifications except for residential housing which remains under current restrictions for the Spring semester.
- **Schools** are permitted to reopen for in-person instruction for students in grades 7-12 adhering to all state and county directives.
- **Private gatherings** can occur indoors with up to three separate households, with masking and distancing required at all times. People who are fully vaccinated can gather in small numbers indoors with other people who are fully vaccinated without required masking and distancing.

F. The County is slowly vaccinating sectors of the County population. However, Los Angeles County Department of Public Health continues to order that County residents limit close contact with others and limit social gatherings outside their household; to continue to practice Social (Physical) Distancing, at all times while out in public; and to wear a face covering over both the nose and mouth when in or likely to be in contact with others, and to lower the risks of person-to-person contact for themselves and others.

G. With the partial and limited opening of businesses in Los Angeles County commercial businesses in Downey will continue to struggle to reopen and reestablish their business operations after a long period of closure. The extension of the temporary moratorium on evictions of commercial tenants who are unable to pay rent due to the COVID-19 pandemic will help businesses for a period of time to reopen and reestablish operations, reduce the economic impacts of the indoor closure orders, and provide commercial tenants with additional time to repay rents in arrears.

H. On June 23, 2020, the City Council adopted Urgency Ordinance No. 20-1444 establishing a temporary moratorium on evictions of commercial tenants for nonpayment of rent resulting from the loss of income due to the COVID-19 pandemic and establishing a rent repayment period expiring at 12 midnight on July 28, 2020.

I. On July 28, 2020, the City Council adopted Urgency Ordinance No. 20-1448 extending the temporary moratorium on evictions of commercial tenants for nonpayment of rent resulting from the loss of income due to the COVID-19 pandemic and establishing a rent repayment period expiring at 12 midnight on September 30, 2020.

J. Effective September 1, 2020, Governor Newsom signed into law AB 3088 that provides residential tenants with certain protections against evictions for COVID-19-related financial hardships, subject to certain requirements, until January 31, 2021. However, AB 3088 provided no protections for commercial tenants who are unable to pay rent due to a COVID-19-related financial hardship.

K. On September 22, 2020, the City Council adopted Urgency Ordinance No. 20-1451 extending the temporary moratorium on evictions of commercial tenants for nonpayment of rent resulting from the loss of income due to the COVID-19 pandemic and establishing a rent repayment period expiring at 12 midnight on January 31, 2021.

L. To address the lack of protections for commercial renters, on September 23, 2020, Governor Newsom issued Executive Order N-80-20 which allows cities to extend local moratoria on evictions of commercial tenants to March 31, 2021.

M. On January 26, 2021, the City Council adopted Urgency Ordinance No. 21-1457 extending the temporary moratorium on evictions of commercial tenants for nonpayment of rent resulting from the loss of income due to the COVID-19 pandemic and establishing a rent repayment period expiring at 12 midnight on March 31, 2021.

N. On March 4, 2021, Governor Newsom issued Executive Order No. N-03-21 continuing the authority of cities to extend local commercial tenant eviction protections through June 30, 2021. This Urgency Ordinance is proposed to extend the current eviction protections to commercial tenants until June 30, 2021 consistent with the Executive Order.

O. In accordance with California Government Code Section 8634 and Downey City Charter Sections 511 and 514 and based on the findings set forth herein and the recitals set forth in Urgency Ordinance Nos. 20-1444, 20-1448, 20-1451 and 21-1457, the City Council finds that this Urgency Ordinance is necessary to immediately preserve and protect the public peace, health, safety and welfare and is enacted pursuant to the City's police powers afforded by the California State Constitution and State law.

**SECTION 2.** Section 5 of Urgency Ordinance No. 20-1444 is amended to read as follows:

"The temporary moratorium created by this Urgency Ordinance shall be in effect until **June 30, 2021**, unless extended by action of the City Council. If the term of the temporary moratorium is not extended, then it shall automatically expire at 11:59 p.m. on its last day without further

action of the City Council; except that the repayment period set forth in Paragraph IV shall survive expiration of this Urgency Ordinance.”

**SECTION 3.** URGENCY DECLARATION

The City Council finds and declares that this Urgency Ordinance is necessary for the immediate preservation and protection of the public peace, health, safety and welfare for the following reasons:

A. Promotion of stability in commercial tenancies is important in the City of Downey, given the number of small businesses in the community, and the need to preserve the existing commercial core of businesses, as a foundation not only for the City to recover quickly from losses of sales tax revenues expected to occur as a result of immediate shutdowns and curtailment of business activities in compliance with local, state, and federal health orders, but also for the ability to meet the need to attract new commercial tenants in the Downtown Downey Specific Plan area and elsewhere; and to minimize the job losses that may occur from displacement, relocation, or bankruptcies of businesses resulting from commercial evictions.

B. COVID-19 has become a National, State, and local emergency that will result in substantial loss of income and expense for many commercial renters whose business activities have been curtailed or stopped by natural consequences of compliance with federal, state and local mandates and any other similar COVID-19 response measures enacted to slow the infection rate, preserve the ability of medical and emergency response providers to respond to the crises and ultimately save lives.

C. Evicting commercial renters who are temporarily unable to pay rent due to a COVID-19 related loss of income or expense poses an immediate threat to life, property and the public peace, health or safety, in that, it would displace Downey's most vulnerable businesses, and likely increase homelessness and/or the risk of COVID-19 transmission. Therefore, it is imperative that the City implement strategies to keep people and businesses housed.

**SECTION 4.** The City Council finds and determines that the adoption of this Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this Urgency Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this Urgency Ordinance will have a significant effect on the environment.

**SECTION 5.** If any article, section, subsection, paragraph, sentence, clause or phrase of this Urgency Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance. The City Council declares that it would have adopted this Urgency Ordinance, and each article, section, subsection, paragraph, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more articles, sections, subsections, paragraph, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.



**SECTION 6.** This Urgency Ordinance is adopted pursuant to Government Code Section 8634 and Downey City Charter Sections 511 and 514, and shall become effective immediately upon its adoption by a four-fifths (4/5<sup>th</sup>) vote of the City Council.

**SECTION 7.** The City Clerk shall certify to the adoption of this Urgency Ordinance and cause the same to be published in the manner prescribed by law.

**APPROVED AND ADOPTED** this 23rd day of March, 2021.

---

Claudia M. Frometa, Mayor

ATTEST:

---

Maria Alicia Duarte, CMC  
City Clerk

STATE OF CALIFORNIA     )  
COUNTY OF LOS ANGELES } ss:  
CITY OF DOWNEY            )

**I HEREBY CERTIFY** that the foregoing Urgency Ordinance No. 21-\_\_\_\_\_ was introduced and adopted at a Regular Meeting of the City Council of the City of Downey held on the 23rd day of March, 2021, by the following vote, to wit:

AYES:            Council Members:  
NOES:            Council Member:  
ABSENT:         Council Member:  
ABSTAIN:        Council Member:

**I FURTHER CERTIFY** that a Summary of the foregoing Urgency Ordinance No. 21-\_\_\_\_\_, was published in the Downey Patriot, a newspaper of general circulation in the City of Downey, on \_\_\_\_\_, 2021, (after adoption). It was also posted in the regular posting places in the City of Downey on the same dates.

---

MARIA ALICIA DUARTE, CMC  
City Clerk



Item No.  
**APPROVED BY**  
**CITY MANAGER**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: OFFICE OF THE CITY MANAGER**  
**BY: ALDO E. SCHINDLER, DIRECTOR OF COMMUNITY DEVELOPMENT**

**DATE: MARCH 23, 2021**

**SUBJECT: ADOPT AN ORDINANCE APPROVING A REQUEST TO CHANGE THE ZONE OF THE PROPERTY LOCATED AT 12021 WOODRUFF AVENUE FROM M-2 (GENERAL MANUFACTURING) AND P-B (PARKING BUFFER) TO M-2 (GENERAL MANUFACTURING) AND A MITIGATED NEGATIVE DECLARATION**

---

**RECOMMENDATION**

That the City Council adopt:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING A ZONE CHANGE OF THE PROPERTY LOCATED AT 12021 WOODRUFF AVENUE FROM M-2 (GENERAL MANUFACTURING) AND P-B (PARKING BUFFER) TO M-2 (GENERAL MANUFACTURING) AND A MITIGATED NEGATIVE DECLARATION**

**DISCUSSION**

At its March 9, 2021 meeting, the City Council held a duly noticed public hearing, and after fully considering all oral and written testimony and facts and opinions offered, introduced the attached Ordinance.

**CITY COUNCIL PRIORITIES**

Efficiency & Adaptability  
Economic Vibrancy

**FISCAL IMPACT**

Adoption of the proposed ordinance will not impact the General Fund.

**ATTACHMENTS**

- Attachments: A – Ordinance  
B – CEQA Initial Study/Mitigated Negative Declaration  
C – CEQA Response to Comments and Errata  
D – CEQA Mitigation Monitoring and Reporting Program

THE ATTACHMENTS CAN BE VIEWED IN THEIR ENTIRETY BY VISITING THE CITY CLERK'S OFFICE IN CITY HALL OR ON THE CITY'S WEBSITE AT FOLLOWS:

To <https://lf.downeyca.org/WebLink/Browse.aspx?startid=12&>



**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** OFFICE OF THE CITY MANAGER  
**BY:** JUDDY MONTENEGRO, MANAGEMENT ANALYST

**DATE:** MARCH 23, 2021

**SUBJECT:** INVITATION BY DOWNEY SISTER CITY, ENSENADA, MEXICO

---

### RECOMMENDATION

That the City Council approve funds to travel to Downey's Sister City, Ensenada, Mexico, for a special ceremony hosted by the Mayor of Ensenada, in appreciation of the City's recent donation of two decommissioned ambulances.

### BACKGROUND

The Sister Cities Program was established in 1956 under President Dwight D. Eisenhower's "People to People Program," which aimed at securing peace around the world through the establishment of personal people-to-people friendships between Americans and the people of other nations.

The City of Downey currently has a total of six (6) Sister City affiliations, which include the cities of Guadalajara, Mexico; Ensenada, Mexico; Fresnillo, Mexico; Valle of San Quintin, Baja California, Mexico; Alajuela, Costa Rica; and Roscommon County, Ireland.

Over the years, this program has provided the City the opportunity to work closely with representatives from each Sister City to implement programs that revolve around educational, cultural, and economic exchanges. Examples of these programs include student exchanges, business to business programs, earthquake preparedness training, and donations of medical equipment and supplies

### DISCUSSION

In October 2020, the Downey City Council approved the donation of two decommissioned ambulances to the City of Ensenada, Mexico for service in their City.

In appreciation of this donation, the City has received an invitation from the Mayor of Ensenada inviting the City Council to travel to Ensenada for a special ceremony. The City of Ensenada would like to thank the City of Downey by hosting this special event. A date has not yet been confirmed, but it is scheduled to take place in May or June 2021.

## **CITY COUNCIL PRIORITIES**

Public Engagement


## **FISCAL IMPACT**

The cost for four (4) Council Members to travel to Ensenada, Mexico, is approximately \$4,500. This includes travel mileage, lodging and meals for each Council Member for three (3) days.



Item No.  
APPROVED BY  
CITY MANAGER

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** OFFICE OF THE CITY MANAGER  
**BY:** JAMES MCQUEEN, DIRECTOR OF HUMAN RESOURCES 

**DATE:** MARCH 23, 2021

**SUBJECT:** ADOPTION OF SALARY AND BENEFITS RESOLUTION FOR EXECUTIVE MANAGEMENT, MIDDLE MANAGEMENT AND CONFIDENTIAL/EXEMPT POSITIONS

---

**RECOMMENDATION**

That the City Council adopt the attached Resolution:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY ESTABLISHING THE SALARY AND BENEFITS PAYABLE TO EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS EXECUTIVE MANAGEMENT, MIDDLE MANAGEMENT AND CONFIDENTIAL/EXEMPT; AND REPEALING PRIOR RESOLUTIONS.**

**BACKGROUND**

City representatives recently completed labor negotiations for successor Memoranda of Understanding covering wages, benefits, and other mandatory subjects of bargaining with the Downey City Employees' Association – Miscellaneous Unit, and Downey City Employees' Association - Maintenance Unit, and the Downey Public Safety Auxiliary Unit. Per City Council Resolution No. 5290, the Management Performance Compensation Plan provides that cost-of-living (COLA) increases granted to management employees will be no less than that granted to the rank and file employees in their respective departments.

**DISCUSSION**

As part of the City Council's approval of the attached Resolution, Senate Bill (SB) 1436 requires local agencies to report out certain information before changing the compensation or benefits of their "executives". Under this law, legislative bodies for agencies must orally report a summary of a recommendation for changes in salaries or benefits before voting for the changes. The votes must be taken in the open session portion of the meeting.

The Resolution applies to approximately 34 full-time employees in classifications designated as executive management, mid-management, and confidential/exempt, and includes the City Attorney and City Clerk who are under a current employment contract. A listing of these classifications and pay schedule are listed as Exhibit A of the attached Resolution.

The Resolution includes the following economic provisions that are consistent with recently negotiated provisions for the Downey City Employees' Association – Miscellaneous Unit, and Downey City Employees' Association - Maintenance Unit, and the Downey Public Safety Auxiliary Unit as follows:

- Across the board salary increases: 2% effective the start of the pay period that includes April 1, 2021; and 2% effective the start of the pay period that includes April 1, 2022.
- Continuation of employee ("Classic" member) 4% cost sharing of reportable earnings towards City's CalPERS pension costs for the 2.7% @ age 55 retirement formula and no other changes to current employee pick up of member contribution for second tier (2% at age 60) and third tier (2% at age 62) retirement formulas; and,
- Continuation of City contribution towards employee medical insurance of up to second highest PPO (Preferred Provider Option) premium rates (Los Angeles County Region) offered by CalPERS.

## **CITY COUNCIL PRIORITIES**

Fiscal Responsibility

## **FISCAL IMPACT**

The increased personnel costs in the approximate amounts of \$117,384 in Year 1 and \$119,732 in Year 2.

## **ATTACHMENT**

Attachment A: Resolution



**RESOLUTION NO. 21-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY  
ESTABLISHING THE SALARY AND BENEFITS PAYABLE TO EMPLOYEES IN  
CLASSIFICATIONS DESIGNATED AS EXECUTIVE MANAGEMENT, MIDDLE  
MANAGEMENT, AND CONFIDENTIAL/EXEMPT; AND REPEALING PRIOR  
RESOLUTIONS**

**WHEREAS**, under California State law, Section 2704 of the Downey Municipal Code and Section 12 of the City of Downey Supplemental Employee Relations Rules and Regulations, the City Council is vested with the authority to designate classifications as being Executive Management, Middle Management, and Confidential/Exempt; and,

**WHEREAS**, the City Council desires to provide competitive compensation and benefits to its employees; and,

**WHEREAS**, the City Council has determined that it is appropriate to provide the same economic adjustments to employees in Executive Management, Middle Management, and Confidential/Exempt classifications that are consistent with recently negotiated provisions with the Downey City Employees' Association – Miscellaneous Unit as included in this Resolution; and,

**WHEREAS**, the City shall provide a two percent (2%) across the board salary increase effective the start of the pay period that includes April 1, 2021 and a two percent (2%) across the board salary increase effective the start of the pay period that includes April 1, 2022, to Executive Management, Middle Management, and Confidential/Exempt employees in classifications listed in Sections 1 through 3, excluding the classifications of Chief of Police and Fire Chief;

**WHEREAS**, the executive management classifications of Chief of Police and Fire Chief are excluded from across the board salary adjustments due to the scheduling of such consideration aligned with negotiated labor contracts for sworn police and fire bargaining units; and,

**WHEREAS**, the City Council desires to delineate the benefits payable to employees in the Executive Management, Middle Management, and Confidential/Exempt service of the City.

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

**SECTION 1. EXECUTIVE MANAGEMENT**

**A.** The following classifications shall be designated as part of the management service and shall be considered as Executive Management:

Assistant City Manager  
Chief of Police  
City Attorney  
City Clerk  
Director of Community Development  
Director of Parks and Recreation  
Director of Public Works  
Finance Director  
Fire Chief

**RESOLUTION NO. 21-  
PAGE 2**

**B. Exclusions.** Executive Management employees are specifically excluded from overtime compensation of any type and Education Incentive Pay. Individuals appointed or promoted to Executive Management classifications after January 24, 1984 are automatically excluded from eligibility for Longevity Pay.

Executive Management employees have been designated as part of the unclassified service and are exempt from the provisions of Chapter 7 of the Downey Municipal Code and that certain document entitled Personnel Management Rules and Regulations with the exception of Part VIII, Article IX, entitled Attendance and Leaves. As part of the unclassified service, it is emphasized that Executive Management personnel are specifically excluded from access to the Grievance Procedures as established in the respective Memoranda of Understanding; specifically excluded from probationary periods and the ability to attain permanent status; and specifically excluded from the right of access to the Personnel Advisory Board based on Section 2704 of the Downey Municipal Code.

**SECTION 2. MIDDLE MANAGEMENT**

**A.** The following division manager and supervisory classifications shall be designated as part of the management service and shall be considered as Middle Management:

Assistant Finance Director	Information Technology & Systems
Assistant to the City Manager	Manager
Building Official	Management Analyst
City Planner	Principal Accountant
Deputy Director of Public Works	Principal Civil Engineer
Director of Human Resources	Recreation Manager
Economic Development & Housing Manager	Senior Accountant
Emergency Preparedness Program Manager	Senior Civil Engineer
Executive Director of the Columbia Memorial Space Center	Human Resources Analyst
GIS Program Manager	Senior Management Analyst
Human Resources Manager	Superintendent of Facilities and Maintenance
	Superintendent of Utilities
	System/Network Engineer

**B. Exclusions.** Middle Management employees are specifically excluded from overtime compensation of any type. The positions of Information Technology & Systems Manager and System/Network Engineer are eligible to earn straight compensatory time for hours worked over forty (40) in a work week on special projects as approved by the Department Head. Individuals appointed or promoted to Middle Management classifications after January 24, 1984 are automatically excluded from eligibility for Longevity Pay.

**SECTION 3. CONFIDENTIAL/EXEMPT**

**A.** The following classifications shall be designated as exempt from the classified service and shall be considered as Confidential:

Public Information Coordinator  
Chief Deputy City Clerk  
Deputy City Clerk  
Human Resources Specialist

**B. Exclusions.** Confidential/Exempt employees may not earn overtime compensation unless approval for such compensation is granted by the City Manager on a case-by-case basis.

Confidential/Exempt employees have been designated as part of the unclassified service and are exempt from provisions of Chapter 7 of the Downey Municipal Code and that certain document entitled Personnel Management Rules and Regulations, with the exception of Part VIII, Article IX, entitled Attendance and Leaves. As part of the unclassified service, it is emphasized that Confidential/Exempt employees are specifically excluded from access to Grievance Procedures as established in the respective Memoranda of Understanding; specifically excluded from probationary periods and the ability to attain permanent status; and specifically excluded from the right of access to the Personnel Advisory Board based on Section 2704 of the Downey Municipal Code.

**SECTION 4.** Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

**SECTION 5. ATTENDANCE AND LEAVES**

Pursuant to Part VIII, Section 14, Article IX, of the Personnel Management Rules and Regulations, employees in the unclassified service of the City are subject to the provisions of Article IX of the Personnel Management Rules and Regulations. In addition, Executive Management, Middle Management, and Confidential/Exempt employees are subject to the following:

**A. Annual Vacation Leave**

1. Vacation Accrual

- a. Executive Management employees shall accrue one hundred sixty (160) hours per year.
- b. Middle Management employees shall accrue annual vacation leave as follows:

<u>Years of Service</u>	<u>Hours per Year</u>	<u>Maximum Accrual</u>
0 - 5	120	240
6 - 10	136	272
11+	160	320

- c. Confidential/Exempt employees shall accrue annual vacation leave as follows:

<u>Years of Service</u>	<u>Hours per Year</u>	<u>Maximum Accrual</u>
0 - 3	80	160
4 - 5	96	192
6 - 10	120	240
11 - 15	136	272
16+	160	320

**2. Vacation Policy**

- a. Vacation shall be taken at the convenience of the City with the approval of the Department Head or City Manager. Such vacation should be taken annually and not accumulated from year to year. Employees shall be allowed to accumulate vacation in an amount equal to two (2) times their annual accrual rate ("Maximum Accrual"). Once Maximum Accrual is reached, an employee may not be entitled to accrue additional vacation until the amount of accumulated vacation is reduced to a level below Maximum Accrual. If an employee is prohibited by the Department Head or designee from taking his vacation because of manpower shortages or operational needs, the employee shall be paid for the period of advance authorized vacation. Such vacation shall be approved by the Department Head or designee and paid at the employee's regular rate of pay in effect for the scheduled period of vacation.
- b. As possible, the Department Head or designee shall accommodate the employee's desire to take vacation time in order to reduce or avoid exceeding the vacation Maximum Accrual. Any vacation time taken this Section shall be on a date mutually agreeable to both the Department Head and the employee.
- c. An employee shall be entitled to be paid for unused earned vacation at the rate of pay in effect at the time of separation from employment.
- d. Vacation shall be accrued on a monthly basis by dividing twelve (12) into the number of eligible vacation hours, as set forth in Section 5(A) above, to which the employee is eligible to receive based upon the employees' years of service with the City.

**B. Sick Leave Defined and Rate of Accrual**

- a. Sick leave shall be accrued at the rate of 3.692 hours per biweekly pay period (ninety-six [96] hours per year) for full-time employees without limit on accumulation. Sick leave shall not be considered to be a privilege which an employee may use at his discretion, but rather shall be allowed only for the purposes specified below.

**C. Use of Protected Sick Leave**

- a. Effective the start of the pay period which includes July 1, 2015, the first three (3) shifts or hours equivalent (e.g. twenty-four [24] hours for employees assigned to a 5/8 work schedule, twenty-seven [27] hours for employees assigned to a 9/80 work schedule, or thirty [30] hours for an employee on a 4/10 work schedule) of paid sick leave taken each twelve (12) month period, for any authorized purpose, will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014. This twelve (12) month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the twelve (12) month period is the twelve (12) month period beginning on the employee's hire date, until the following July 1 at which point the employee's twelve (12) month

period will begin the start of the pay period which includes July 1 to the pay period that includes June 30.

- b. Effective January 1, 2016, employees can use up to an additional forty-eight (48) hours of sick leave per year provided by the California Kin Care law.
- c. An employee can use sick hours as protected sick leave for any of the following reasons: The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or the employee's family member.
- d. For purposes of this section, a family member includes employee's parent, child, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, and sibling. Only the first three (3) shifts or hours equivalent plus forty-eight (48) hours of sick leave in a twelve (12) month period can be used as described above.
- e. Employees can use protected sick leave for related purposes if they are victims of domestic violence, sexual assault or stalking.
- f. In order to receive compensation while absent on protected sick leave, the employee shall notify a designated supervisor within two (2) hours of the time set for beginning duty, if such notification is physically impractical then such notification shall be waived until a reasonable period has elapsed.
- g. For any such absence in which protected sick leave is utilized, the employee shall submit a written statement with the Department Head confirming the use of protected sick leave. A physician's statement verifying the absence from work is not required.
- h. When an employee is not utilizing protected sick leave, the Department Head or his designee may require a physician's certificate stating the cause for any subsequent absence before said leave shall be approved. Such absence may be more than one (1) work day or if there is reasonable cause to indicate abuse of sick leave.

**D. Accrued Sick Leave Benefit**

- a. The right of an employee to accrued sick leave benefits shall continue only during the period that the employee is on paid status. Accrued sick leave benefits shall not give any employee the right to be retained in the service of the City, or any right of claim to sickness disability benefits after separation from the services of the City, except as required by federal or state law.
- b. Notwithstanding anything contained in this Section, no employee shall be entitled to receive any payment or other compensation from the City while absent from duty by reason of injuries or disability received as a result of engaging in employment other than employment by the City, for monetary gain or other compensation, or by reason of engaging in business or activity for monetary gain or other compensation other than business or activity connected with City employment.

**E. Fitness for Duty**

- a. Upon the written request of the appointing authority, based upon job-related grounds and consistent with business necessity, the City Manager or his designee may require an employee to submit to an examination by the City's physician to determine fitness for duty. Any employee so examined shall have the opportunity to submit the reports of a competent medical authority of his own selection, and at his own expense, in addition to the report submitted by the City's physician. In the event of a conflict of opinion and/or recommendation of the two physicians, a third physician shall be selected by the first two physicians and the final decision shall be made by the City Manager based upon the medical evidence submitted to him.

**F. Other Uses of Sick Leave**

- a. Sick Leave Conversion at Retirement or Death
  1. An employee shall have the value of unused accumulated sick leave up to a maximum number of hours deposited into the City's Retirement Health Savings (RHS) Plan to be used for eligible medical expenditures. The value of accrued sick leave hours shall be calculated by the rate of pay at retirement or death.
  2. An employee on payroll as of October 25, 2011 with a balance of unused accumulated sick leave hours at or above one thousand five hundred seventy-five hours (1,575), but at or below one thousand nine hundred (1,900) hours, shall have that number of hours as his eligible maximum for deposit.
  3. An employee hired on or after October 25, 2011 shall be eligible to deposit the value of unused accumulated sick leave hours up to a maximum of five hundred (500) hours.
- b. Sick Leave Conversion upon Layoff
  1. In the event of a permanent or indefinite layoff, an employee with ten (10) years of continuous service with the City shall be entitled to the sick leave deposit benefit as specified in F(a) above. If such employee resigns after receiving official notification of his impending layoff, he shall remain eligible for the benefit.
- c. Conversion of Sick Leave to Vacation
  1. An employee may convert accrued sick leave at the rate of two (2) hours to one (1) additional hour of vacation, but only after having accumulated six-hundred forty (640) hours of sick leave, and providing that not more than forty (40) hours of additional vacation days may be so converted in any one (1) fiscal year.



d. Bereavement Leave

1. An employee who has suffered a death of an immediate family of the employee may be allowed bereavement leave with pay of up to six (6) work days per incident based on one half (1/2) work day of bereavement leave for each month of regular employment, that is deducted from the employee's accumulated sick leave. For purposes of this Section, "immediate family" shall include, and be limited to employee's mother, father, brother, sister, spouse, child grandchildren, grandparents, and current parent-in-laws.
2. All such claims for bereavement leave are subject to verification by the Department Head or designee.

e. Personal Leave

1. With approval of the Department Head or City Manager, twenty-four (24) hours per year of an employee's sick leave may be used on personal matters which are of an unseen combination of circumstances which call for immediate action or to add one additional hour per holiday as covered in Section O(1). Such matters shall be considered as those events or occurrences which a reasonable prudent person would not or could not postpone to a subsequent time. The nature of the matter shall be explained to the immediate supervisor and shall be granted with his approval. Such personal leave shall not be cumulative from year to year.

**G. Workers' Compensation Leave**

1. An employee who is absent from work by reason of an injury or illness covered by Workers' Compensation shall be allowed up to one (1) year temporary disability status with the City paying the difference between the amount granted pursuant to Workers' Compensation law and the employee's rate of pay.

**H. Employee Disability Leave**

1. An employee that has at least one year of continuous service with the City and who has exhausted all accrued leave (vacation, sick leave, compensatory time) due to non-industrial illness or injury can be advanced sick leave time at the rate of seventy-five percent (75%) of the employee's regular salary according to the following table:

Maximum Time Allowance (Hours)

<u>Years of Service</u>	<u>Total Hours</u>
1 through 5	360
6 through 10	544
Over 10	720

2. An application for disability leave shall be made by the employee to the City Manager or his designee through the department head, accompanied by medical certification from a physician verifying the period of medical disability.
3. After the employee returns to work from disability leave, the employee's sick leave accrual shall be reduced to four (4) hours per month and placed on a reimbursement schedule with the Payroll Office to reimburse the City the value of the time used for such employee disability leave. The employee may contribute vacation to accelerate employee's reimbursement to the City for providing the benefits under this Section.
4. No employee shall receive more than the "Total" set forth above for his length of service, during his entire employment with the City.
5. Grounds for termination of disability leave by the City Manager or his designee shall include, but not be limited to, the following reasons:
  - a. The employee has recovered from his illness or injury.
  - b. The leave is being used as a pre-retirement leave for purpose of postponing retirement or pension.
  - c. The disability leave was procured by fraud, misrepresentation or mistake.
  - d. The employee has not cooperated fully in supplying all information and submitting to any examination requested by the City to determine the existence or continuing nature of the employee's disability.
6. In the event an employee becomes ineligible to accrue sick leave or is scheduled to end employment with the City and has not completed the reimbursement schedule for this benefit, the balance due shall be handled by payroll deduction or accounts receivable as applicable.

**I. Military Leave**

Military leave shall be granted in accordance with the provisions of state and/or federal law. All employees entitled to military leave shall give the appointing power an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

**J. Jury Duty**

In the event that an employee is called for jury duty and the court does not excuse such jury service, the City shall grant the employee paid release time for the required jury duty that is performed within the employee's regular work schedule provided, the employee submits court documentation verifying the date(s) and time served for jury service. Such verification must accompany the payroll timesheet for the payroll period in which the jury service was performed. Any fees for jury service that the employee may receive from the court shall be remitted to the City.

**K. Executive Leave**

1. Executive Management and Middle Management employees shall receive executive leave as outlined below. The use of executive leave shall be governed by regulations distributed by the City Manager.
2. An employee designated as Executive Management is eligible for thirty-two (32) hours of paid time off per calendar year.
3. An employee designated as Middle Management shall receive twenty-four (24) hours of paid time off per calendar year.
4. There is no cash out or carry over provision for this leave.

**L. Educational and Professional Leave**

1. Executive Management and Middle Management employees are eligible for educational and professional leave as outlined below. The use of such leave shall be governed by regulations distributed by the City Manager.
2. An employee designated as Executive Management is eligible for up to twelve (12) days per year maximum subject to budgetary appropriations and City Manager approval.
3. An employee designated as Middle Management is eligible for up to six (6) days per year maximum subject to budgetary appropriations and City Manager approval.

**M. Pregnancy Disability Leave**

The City shall comply with the state pregnancy disability leave law. Administrative Regulation No. 418 is incorporated by reference herein.

**N. Family Leave**

The City shall comply with the state and federal family leave entitlement laws. Administrative Regulation No. 430 is incorporated by reference herein.

**O. Holidays**

1. Employees shall receive eight (8) hours of pay for each of the following holidays.
  - a. New Year's Day
  - b. Martin Luther King's Birthday
  - c. Washington Birthday (President's Day)
  - d. Memorial Day
  - e. Independence Day
  - f. Labor Day
  - g. Veteran's Day
  - h. Thanksgiving Day
  - i. Day after Thanksgiving

- j. Day before Christmas
- k. Christmas Day

2. When a holiday falls on a weekday that is an employees' regular day off, the employee shall receive eight (8) hours of compensatory time at straight time. When a holiday falls on a day an employee is scheduled to work nine (9) hours and the employee takes the day off, the employee shall add one (1) hour by choosing vacation, compensatory time, personal leave, or time without pay. Sick leave other than personal leave may not be used to supplement the holiday hours.

**P. Chief of Police Weekend/Holiday Duty**

The Chief of Police rotates weekend/holiday duty coverage with Police Captains every four weeks throughout the year. Effective November 2008, the Chief of Police shall receive 8.03 straight time hours per payroll period to compensate this time. The 8.03 additional hours shall be taken in the form of non-FLSA compensatory time. In addition, based on the designated work schedule, the Chief of Police shall receive holiday pay equivalent to the number of hours in his regularly scheduled work day when the holiday falls on a scheduled work day.

**SECTION 6. INSURANCE BENEFITS**

**A. Medical Insurance**

1. Effective October 1, 2012, the City contracted with the California Public Employees' Retirement System (CalPERS) to implement the CalPERS medical benefits program governed by the Public Employees' Medical and Hospital Care Act (PEMHCA). In its implementation, the City specified that the mandated employer contributions for retirees would be structured in a manner to maintain cost savings.
2. The City's modifications to the retiree medical benefits provisions in this Resolution are made for compliance with the CalPERS PEMCHA program and to maintain the benefit set forth in Section 7(B), without an increase to the City's minimum mandated contributions for retirees. Such provisions are updated to include:
  - a. Employees and retirees have the option of choosing medical insurance coverage from any of the medical plans offered by CalPERS.
  - b. The City's contribution towards employee medical insurance is up to the monthly premium amount of the employee's eligible coverage level for the second highest PPO plan offered by CalPERS at the basic premium rates designated for the Los Angeles Area. If an employee enrolls in a plan with higher premiums, he will be responsible for payment to the City via payroll deduction for the premium amount in excess of the City's contribution. The City's contribution for medical insurance for the Chief of Police shall be the same as the Downey Police Management Association. The City's contribution for medical insurance for the Fire Chief shall be the same as the Downey Fire Management Association.

- c. The City shall contribute on behalf of each employee the mandated minimum sum as required per month toward the payment of premiums for medical insurance under the PEMHCA program. As the mandated minimum is increased, the City shall make the appropriate adjustments.
- d. The City is mandated under PEMHCA to make a contribution to retiree medical premiums. As allowed by the Government Code and the CalPERS Board, the City used the Unequal Contribution Method to make City contributions on behalf of each retiree or annuitant. The 2012 starting year unequal contribution began at \$1.00 per month. The City's mandated contribution for each annuitant shall be increased annually in compliance with Government Code section 22892(c), until the contribution for annuitants equals the contribution paid for employees. A retiree's right to receive a City contribution, and the City's obligation to make a mandatory contribution on behalf of retirees, shall only exist as long as the City contracts with CalPERS PEMHCA for medical insurance. In addition, while the City contracts with CalPERS PEMHCA, its obligation to make mandatory contributions on behalf of retirees shall be limited to the minimum contribution required by law.

**B. IRS Section 125 Benefit (Cafeteria) Plan**

1. The City shall continue to provide payment of benefit premiums for employees under an IRS Section 125 Benefit Plan. The current benefits include medical, dental, life, long-term disability insurance, and EAP coverage. Medical insurance is a core benefit which a City employee is required to be enrolled in unless he is covered by another medical insurance plan with comparable coverage and/or meets minimum essential coverage as specified by the Affordable Care Act.
2. The City's maximum contribution shall be the sum of the monthly premiums as designated for each of the following categories:  
  
Employee only ("EE")  
Employee +1 Dependent ("EE +1")  
Employee +2 or more dependents ("EE +2")
3. The maximum City contribution shall be based on the employee's enrollment in each plan. The employer mandated PEMHCA contribution is included in the sum of the CalPERS medical premium. If an employee enrolls in a plan wherein the costs exceed the City's maximum contribution, the employee is responsible for all additional premiums via pre-tax payroll deductions. An employee is not entitled to any excess amount of premiums paid by the City on his behalf.
4. In the event that CalPERS medical insurance premiums increase above eight percent (8%) on average for any calendar year, the City may impose an employee contribution towards medical insurance premiums.
5. The City continues to provide other benefits coverage under an Employee Voluntary Benefits Program fully funded by the employee on a pre-tax basis in accordance with IRS regulations.

**C. Employee Waiver of Medical Coverage**

The City agrees to permit an employee to waive City-sponsored medical coverage as follows:

1. The employee must present written proof to the Human Resources Office that he and his qualified dependent(s) are covered by another non-City-sponsored medical plan for the current plan year;
2. The employee must sign a statement acknowledging a waiver of City offered medical insurance coverage and agreement to hold the City harmless for any consequences, whatsoever, that result from the employee's waiver of City offered medical insurance coverage for employee and/or qualified dependent(s); and
3. The employee must sign a statement acknowledging his understanding that his qualified dependent(s) are not eligible to re-enroll in City sponsored medical coverage until the next Open Enrollment period or as otherwise required by law under COBRA provisions.
4. Effective the next pay cycle that the City is scheduled to pay medical opt out after adoption of this Resolution, the City agrees that the employee who is qualified to waive coverage shall receive three hundred dollars (\$300.00) per month if waiver eligibility is for "employee only" coverage, four hundred fifty dollars (\$450.00) per month if waiver eligibility is for "employee plus one" coverage, or six hundred fifty dollars (\$650.00) per month if waiver eligibility is for "employee plus two or more dependents" coverage. The eligible amount will be added to the employee's paycheck as taxable income. A medical opt out election may only be made during an announced open enrollment period for medical insurance changes effective January 1.

**D. Dental Insurance.**

1. HMO Dental Coverage. The City shall contribute thirty-one dollars and ninety-five cents (\$31.95) per month towards a HMO dental benefit plan for employee and his/her qualified dependent(s). Any amount necessary to cover the monthly premium in excess of the City's contribution is the responsibility of the employee to the City via payroll deduction.
2. Delta Dental Premier Plan. This is a self-funded plan administered by Delta Dental. Premiums are calculated annually based on prior year's claims experience, administrative fees, and an industry trending projection. The City agrees to maintain the employee's contribution rate of fifty-two percent (52%) towards the monthly composite premium rate for the two tier premium structure ("Employee only" and "Employee plus two or more dependents"). The City will evaluate other Delta Dental plan options for implementation to reduce premiums or employee out of pocket costs including a change to a three-tier rate structure ("Employee only," "Employee plus one dependent," and "Employee plus two or more dependents") for monthly premiums effective January 1.



**E. Life Insurance**

The City shall provide group term life insurance coverage that includes accidental death and dismemberment coverage as follows:

1. Executive Management - A basic life insurance policy in the amount equal to \$100,000.00.
2. Middle Management - A basic life insurance policy in an amount equal to \$100,000.00.
3. Confidential/Exempt - A basic life insurance policy in the amount of \$50,000.00.
4. Under the terms of each policy, benefit provisions are payable and determined by the insurance carrier.

**F. Long Term Disability Insurance**

For employees in the Executive and Middle Management and Confidential/Exempt service, the City shall provide group long-term disability insurance coverage. Under the terms of this policy, benefit provisions are payable and determined by the insurance carrier

**G. Employee Assistance Program (EAP)**

The City provides each employee an EAP benefit that provides emotional/well-being, work and life counseling services on a toll free 24 hour/7 days per week.

**SECTION 7. RETIREMENT**

**A. CalPERS Retirement Plan**

Employees covered by this Resolution participate in the California Public Employees' Retirement System (CalPERS). Employee optional benefits are described in a contract between the City of Downey and the California Public Employees' Retirement System.

1. First Tier Retirement Formula. Effective August 19, 2002, the City amended the CalPERS contract to provide the benefit known as 2.7% at 55 retirement formula, as set forth in California Government Code Section 21354.5.
  - a. In accordance with existing practice and Government Code sections 20636(c)(4) and 20691, the City will pay the employee's statutorily required member contribution of eight percent (8%) and report this Employer Paid Member Contribution ("EPMC") to CalPERS as special compensation.
  - b. Effective the pay period that includes July 1, 2012, employees shall begin to have deducted, on a pre-tax basis, two percent (2%) of CalPERS reportable compensation, pursuant to California Government Code Section 20516(f).

- c. Effective the pay period that includes July 1, 2013, employees shall have deducted an additional two percent (2%) of CalPERS reportable compensation, for a total of four percent (4%), on a pre-tax basis, pursuant to Government Code Section 20516(f).
  - d. Effective the pay period that includes July 1, 2015, the four percent (4%) employee cost sharing referenced in C. above shall be reduced to three percent (3%) through the pay period that includes March 31, 2016; thereafter, the four percent (4%) cost sharing amount shall apply unless a change on a later date is adopted by the City Council.
  - e. Should an employee be mandated by a change in law or other action to contribute any portion of the required employee (member) contribution to CalPERS, the City shall take all action necessary to reduce the deduction then being made pursuant to California Government Code Section 20516(f), above, by the amount of the mandated employee contribution.
  - f. The City has passed a resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant IRC 414(h)(2).
  - g. First tier benefits are available only to "Classic" members (i.e. those members that do not meet the statutory definition of "New Member" under the California Public Employees' Pension Reform act ("PEPRA"), specifically Government Code Section 7522.04 (f) and who were hired prior to October 10, 2012).
2. Second Tier Retirement Formula. Effective January 11, 2012, the City amended the CalPERS contract to provide the benefit known as 2% at 60 second tier retirement formula, as set forth in Government Code Section 21353. This Second Tier Retirement Formula will not apply to "new members" as that term is defined by the Public Employees' Pension Reform Act of 2013.
- a. Employees covered hereunder shall pay, on a pre-tax basis, the seven percent (7%) statutorily required member contribution to CalPERS.
  - b. This City has passed a Resolution setting forth that all deductions or contributions under this Section shall be regarded as a pick-up of retirement costs pursuant to IRC 414(h)(2).
  - c. Second tier benefits are available only to "classic" members (i.e. those members that do not meet the statutorily definition of "new member" under the California Public Employees' Pension Reform Act ("PEPRA"), specifically Government Code Section 7522.04(f) and hired on or after October 10, 2012, but before January 1, 2013.
3. Third Tier ("PEPRA" Tier) Retirement Formula. Employees who meet the definition of "new member" set forth in Government Code Section 7522.04(f) shall be eligible for the benefits provided by PEPRA, which include but are not limited to, the following:

- a. Retirement formula of 2% @ 62 (Government Code Section 7522.25);
  - b. Employees covered hereunder shall pay a member contribution of fifty percent (50%) of normal cost as determined from time to time by CalPERS (employee contribution is six and one-fourth percent (6.25%) for FY 2016-17);
  - c. There shall be no Employer Paid Member Contribution ("EPMC") by the City;
  - d. Retirement benefit calculations shall be based on pensionable compensation, as defined by Government Code Section 7522.34; and
  - e. Retirement benefits shall be calculated based on the three (3) year highest average annual pensionable compensation.
4. Survivor/Death Benefits. Effective July 13, 2009, the City implemented the PERS contract amendment to include: (a) the Level 4 1959 PERS Survivor's Benefit program (section 21574) and (b) the Pre-Retirement Optional Settlement 2 Death Benefit (section 21548).

**B. City Contribution to Retiree's Health Savings (RHS) Plan**

An employee who retires from the City of Downey after July 1, 1987 is entitled to participate in the City sponsored medical plan and the City contributes up to a maximum of ninety-eight dollars (\$98.00) per month for miscellaneous members or two hundred seventy dollars (\$270.00) per month for those employees retiring in the capacity of Chief of Police and Fire Chief toward the premium for "Employee only" coverage under the City sponsored medical plans. This contribution is inclusive of the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum employer contribution as specified in California Government Code § 22892(c).

As a result of the City contracting for CalPERS medical insurance pursuant to PEMHCA provisions effective October 1, 2012, the following revisions are in effect to avoid an increase cost to the City's mandated contribution for retirees:

1. Subject to meeting eligibility criteria below, the maximum ninety-eight dollars (\$98.00) or two hundred seventy dollars (\$270.00) per month as specified above, shall be deposited on a quarterly basis to the retiree's RHS account for the reimbursement of qualified medical expenditures.
2. At the time of retirement the employee has a minimum of ten (10) years of service, or is granted a service connected disability retirement; and,
3. At the time of retirement the employee is employed by the City; and,
4. Effective the day after official separation from the City the employee has been granted a retirement allowance by the California Public Employees' Retirement System.
5. The City's obligation to deposit up to a maximum of ninety-eight dollars (\$98.00) or two hundred seventy dollars (\$270.00) per month, as specified above toward the retiree's RHS account, shall be modified downward or cease during the lifetime of the retiree upon the occurrence of any one of the following:

- a. During any period the retiree is eligible to receive or receives health insurance coverage at the expense of another employer the payment will be suspended. "Another employer" as used herein means private employer or public employer or self-employed or the employer of a spouse. As a condition of being eligible to receive the RHS contribution set forth above, the City shall have the right to require any retiree to annually certify that the retiree is not receiving any such paid health insurance benefits from another employer. If it is later discovered that misrepresentation has occurred, the retiree will be responsible for reimbursement to the City of those amounts inappropriately deposited and the retiree's eligibility to receive future RHS deposits will cease.
  - b. In the event the Federal government or State government mandates an employer-funded health plan or program for retirees, or mandates that the City make contributions toward a health plan (either private or public plan) for retirees, the City's rate set forth above shall be converted from a RHS deposit and applied to that plan. If there is any excess, that excess may be applied toward the retiree's RHS account provided the retiree pays the balance owing for any such coverage.
  - c. Upon the death of the retiree, the City's obligation to deposit into the retiree's RHS account shall cease. The surviving spouse shall be able to continue CalPERS medical insurance coverage pursuant to PEMHCA provisions and provided the surviving spouse pays the appropriate premiums minus the City's mandated retiree contribution amount.
6. It is understood and agreed that the amount equivalent to the annual amount contributed by the City to an eligible retiree's RHS account, shall be included as an item of total compensation in survey comparisons.
  7. An eligible retiree covered by this Section who no longer elects coverage under any City sponsored medical plan, effective at the end of any calendar quarter may present the City with proof of payment for alternate health insurance coverage and continue to receive the City's deposit to the retiree's RHS account on a quarterly basis up to the amount to which the retiree is entitled as specified above. Once a retiree elects to withdraw from eligibility to participate in a City sponsored health plan for coverage under an alternate insurance plan, the retiree may not re-enroll in a City sponsored medical plan or otherwise forfeits the City's RHS contribution amount permanently.

In addition to the conditions specified above, the City's deposit to a retirees RHS account shall cease upon the occurrence of any of the following:

- a. The retiree fails to submit or respond to the City's request (via certified mail to the last known mailing address of the retiree) to provide appropriate proof of alternate health insurance coverage at the end of sixty (60) days from the date of the City's written request.
- b. The death of the retiree.

**SECTION 8. MEDICAL EXAMINATION**

Executive and Middle Management employees may participate in the City-sponsored bi-annual management physical at City cost or be reimbursed up to \$125.00 per year for a medical examination with a physician of choice. Refer to Administrative Regulation No. 405.

**SECTION 9. TUITION REIMBURSEMENT**

With prior approval of the City Manager, employees may be reimbursed for tuition and required books for courses taken to improve their value to the City. Tuition shall be reimbursed for courses as recommended by the department head with job related justification and approved by the City Manager or their designee. An employee must receive a passing grade in order to be reimbursed for the course. Reimbursement shall be made at the rate of tuition charged at California State University, Long Beach for courses on the semester system. Courses on the quarter system shall be reimbursed at the unit equivalent California State University, Long Beach tuition amounts.

**SECTION 10. UNIFORM ALLOWANCE**

**Fire Chief.** Upon appointment, the City will provide a full dress uniform. The Fire Chief shall receive two hundred and twenty dollars (\$220.00) per year for supplemental uniforms and physical fitness clothing. The Fire Chief shall receive twelve dollars (\$12.00) monthly as uniform maintenance allowance.

**SECTION 11. CONFIDENTIAL/EXEMPT COMPENSATION PROGRAM**

**A.** The provisions of that certain document entitled Compensation Program (Part IX of the Personnel Manual) is by this reference made applicable to employees in the Confidential/Exempt service of the City.

**B.** The following compensation policies are also applicable to employees in the Confidential/Exempt service of the City.

1. Salary Schedules. The following salary schedules are designated for classifications in the Confidential/Exempt service:

<u>Class Title</u>	<u>Pay Table</u>	<u>Schedule</u>
Public Information Coordinator	01	240
Deputy City Clerk	01	227
Human Resources Specialist	01	227

2. Eligibility for Longevity Pay. Upon adoption of this Resolution following with approval of the appointing power, employees who have completed ten (10) continuous years of full-time service shall receive Longevity Pay. Eligible employees shall be paid above their hourly rate of pay five and one-half percent (5.5%) for ten (10) completed years of service and eight and one quarter percent (8.25%) for twenty (20) completed years of service.

**SECTION 12. AUTOMOBILE ALLOWANCE**

**A.** An employee hired or promoted into Executive Management classifications after December 1, 1989 shall no longer be eligible to drive a City vehicle. Instead, such employee will receive three hundred dollars (\$300.00) per month as automobile allowance.

1. The Middle Management classifications of Director of Human Resources and Executive Director of the Columbia Memorial Space Center shall be eligible to receive automobile allowance.
2. Automobile allowance will not be provided to the Chief of Police or the Fire Chief. Employees in these classifications will continue to receive a City vehicle.

**SECTION 13. BILINGUAL PAY**

Effective the pay period following adoption of this Resolution, employees required to speak or translate Spanish as part of their regular duties will be compensated seventy dollars (\$70.00) per bi-weekly pay period. The City Manager has the authority and discretion to assign and/or remove this bonus up to budget authority. To be eligible for this assignment, the employee must pass a conversational examination administered by a certified interpreter, or an employee who has been appointed by the Human Resources Director to administer such examination. The employee must recertify at least every eighteen (18) months to maintain the eligibility.

**SECTION 14. OUT OF RANK PAY**

An employee may be assigned by the City Manager to serve temporarily in an out-of-class assignment. An out-of-class assignment is distinguished from an acting designation by the performance of limited duties and responsibilities that are outside of the scope of an employee's regular job duties. The selection of an employee for an out-of-classification assignment shall be at the discretion of the City Manager or designee. A temporary out-of-class pay differential of up to five and one-half percent (5.5%) shall be authorized with advance approval by the City Manager when an employee is designated and scheduled to work in an out-of-class assignment. Paid holidays shall be considered as days actually worked. Other forms of authorized leave such as sick leave, emergency leave, and vacation shall not be considered as days actually worked.

**SECTION 15. PREVIOUS RESOLUTIONS**

All previous Resolutions establishing benefits payable to employees covered by this Resolution are hereby repealed and replaced by this Resolution.



**RESOLUTION NO. 21-  
PAGE 19**

**SECTION 16.** The City Clerk shall certify to the adoption of this Resolution and provide for the appropriate distribution thereof.

**APPROVED AND ADOPTED** this 23<sup>rd</sup> day of March, 2021.

\_\_\_\_\_  
CLAUDIA FROMETA, Mayor

**ATTEST:**

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC  
City Clerk

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a regular meeting held on the 23<sup>rd</sup> day of March, 2021, by the following vote, to wit:

AYES:	Council Members:
NOES:	Council Member:
ABSENT:	Council Member:
ABSTAIN:	Council Member:

\_\_\_\_\_  
MARIA ALICIA DUARTE, CMC  
City Clerk

## EXHIBIT A

PAY SCHEDULE										
Effective March 22, 2021										
Position Title	A		B		C		D		E	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant City Manager	92.2057	15,982.31	97.2768	16,861.31	102.6270	17,788.69	108.2715	18,767.06	114.1603	19,787.80
Assistant Finance Director	62.5446	10,841.05	65.9842	11,437.27	69.6135	12,066.34	73.4419	12,729.94	76.3041	13,226.04
Assistant to the City Manager	47.2874	8,196.49	49.8882	8,647.29	52.6322	9,122.91	55.5269	9,624.66	57.6907	9,999.71
Building Official	57.5067	9,967.83	60.6696	10,516.07	64.0065	11,094.46	67.5268	11,704.63	70.1303	12,155.91
City Attorney	88.4903	15,338.33	93.3572	16,181.92	98.4918	17,071.91	103.9090	18,010.90	108.0653	18,731.33
City Clerk	52.2967	9,064.76	55.1736	9,563.42	58.2079	10,089.37	61.4105	10,644.49	64.7869	11,229.73
City Planner	57.5067	9,967.83	60.6696	10,516.07	64.0065	11,094.47	67.5268	11,704.63	70.1303	12,155.91
Deputy City Clerk	27.7958	4,817.94	29.3244	5,082.90	30.9372	5,362.45	32.6389	5,657.40	34.4340	5,968.55
Deputy Director of Public Works	62.5446	10,841.06	65.9842	11,437.27	69.6135	12,066.34	73.4419	12,729.94	76.3041	13,226.04
Director of Community Development	83.1234	14,408.05	87.6953	15,200.51	92.5186	16,036.55	97.6071	16,918.57	101.4111	17,577.91
Director of Human Resources	66.9345	11,601.99	70.6159	12,240.09	74.4998	12,913.30	78.5973	13,623.54	81.6600	14,154.41
Director of Parks and Recreation	66.1716	11,469.74	69.8112	12,100.59	73.6507	12,766.13	77.7016	13,468.27	80.7294	13,993.09
Director of Public Works	83.1234	14,408.05	87.6953	15,200.51	92.5186	16,036.55	97.6071	16,918.57	101.4111	17,577.91
Economic Development & Housing Manager	48.9028	8,476.49	51.5938	8,942.94	54.4304	9,434.59	57.4242	9,953.53	59.6616	10,341.35
Emergency Preparedness Program Manager	42.9272	7,440.72	45.2882	7,849.96	47.7792	8,281.72	50.4070	8,737.20	53.1795	9,217.79
Executive Director of the Columbia Memorial Space Center	56.9350	9,868.72	60.0659	10,411.42	63.3702	10,984.16	66.8545	11,588.12	70.5318	12,225.51
Finance Director	86.2473	14,949.54	90.9909	15,771.76	95.9953	16,639.19	101.2752	17,544.35	105.2218	18,238.45
GIS Program Manager	52.5874	9,115.16	55.4796	9,616.47	58.5315	10,145.45	61.7504	10,703.41	64.1573	11,120.60
Human Resources Analyst	34.8116	6,034.01	36.7264	6,365.91	38.7462	6,716.02	40.8772	7,085.39	43.1254	7,475.07
Human Resources Manager	46.1862	8,005.61	48.7265	8,445.93	51.4064	8,910.45	54.2338	9,400.52	57.2166	9,917.54
Human Resources Specialist	27.7958	4,817.94	29.3244	5,082.90	30.9372	5,362.45	32.6389	5,657.40	34.4340	5,968.55
Information Technology Systems Manager	57.5685	9,978.53	60.7339	1,057.22	64.0743	11,106.21	67.5983	11,717.03	70.2325	12,173.63
Management Analyst	34.8116	6,034.01	36.7264	6,365.91	38.7462	6,716.02	40.8772	7,085.39	43.1254	7,475.07
Principal Accountant	39.0249	6,764.30	41.1713	7,136.50	43.4356	7,528.84	45.8245	7,942.92	48.3451	8,379.82
Principal Civil Engineer	57.5675	9,978.36	60.7338	10,527.20	64.0742	11,106.19	67.5984	11,717.05	70.2322	12,173.59
Recreation Manager	46.2960	8,024.64	48.8423	8,465.99	51.5287	8,931.63	54.3625	9,422.84	56.4812	9,790.07
Senior Accountant	32.5207	5,636.92	34.3092	5,946.34	36.1962	6,274.02	38.1872	6,619.11	40.2876	6,983.18
Senior Civil Engineer	52.5874	9,115.16	55.4796	9,616.47	58.5315	10,145.45	61.7504	10,703.41	64.1573	11,120.60
Senior Management Analyst	39.0249	6,764.30	41.1713	7,136.50	43.4356	7,528.84	45.8245	7,942.92	48.3451	8,379.82
Superintendent of Facilities and Maintenance	52.1983	9,047.71	55.0687	9,545.23	58.0975	10,070.24	61.2935	10,624.22	63.6819	11,038.19
Superintendent of Utilities	52.1983	9,047.71	55.0687	9,545.23	58.0975	10,070.24	61.2935	10,624.22	63.6819	11,038.19
System/Network Engineer	48.9028	8,476.49	51.5938	8,942.94	54.4304	9,434.59	57.4242	9,953.53	59.6616	10,341.35

**PAY SCHEDULE**  
**Effective March 21, 2022**

Position Title	A		B		C		D		E	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant City Manager	94.0498	16,301.96	99.2223	17,198.54	104.6795	18,144.46	110.4369	19,142.40	116.4435	20,183.56
Assistant Finance Director	63.7955	11,057.87	67.3039	11,666.02	71.0058	12,307.67	74.9107	12,984.54	77.8302	13,490.56
Assistant to the City Manager	48.2332	8,360.42	50.8860	8,820.24	53.6848	9,305.37	56.6374	9,817.15	58.8445	10,199.70
Building Official	58.6568	10,167.19	61.8830	10,726.39	65.2866	11,316.35	68.8773	11,938.72	71.5329	12,399.03
City Attorney	90.2601	15,645.10	95.2243	16,505.56	100.4616	17,413.35	105.9872	18,371.13	110.2266	19,105.96
City Clerk	53.3426	9,246.05	56.2771	954.69	59.3721	10,291.16	62.6387	10,857.38	66.0826	11,454.33
City Planner	58.6568	10,167.18	61.8830	10,726.39	65.2867	11,316.35	68.8773	11,938.73	71.5329	12,399.04
Deputy City Clerk	28.3517	4,914.30	29.9109	5,184.56	31.5559	5,469.70	33.2917	5,770.55	35.1227	6,087.92
Deputy Director of Public Works	63.7955	11,057.87	67.3039	11,666.02	71.0058	12,307.67	74.9107	12,984.54	77.8302	13,490.56
Director of Community Development	84.7859	14,696.21	89.4492	15,504.52	94.3690	16,357.28	99.5592	17,256.94	103.4393	17,929.47
Director of Human Resources	68.2732	11,834.03	72.0282	12,484.89	75.9898	13,171.57	80.1693	13,896.01	83.2932	14,437.50
Director of Parks and Recreation	67.4950	11,699.14	71.2074	12,342.60	75.1237	13,021.45	79.2556	13,737.64	82.3440	14,272.95
Director of Public Works	84.7859	14,696.21	89.4492	15,504.52	94.3690	16,357.28	99.5592	17,256.94	103.4393	17,929.47
Economic Development & Housing Manager	49.8809	8,646.02	52.6257	9,121.80	55.5190	9,623.28	58.5727	10,152.60	60.8548	10,548.18
Emergency Preparedness Program Manager	43.7857	7,589.53	46.1940	8,006.96	48.7348	8,447.35	51.4151	8,911.94	54.2431	9,042.15
Executive Director of the Columbia Memorial Space Center	58.0737	10,066.09	61.2672	10,619.65	64.6376	11,203.84	68.1916	11,819.88	71.9424	12,470.02
Finance Director	87.9723	15,248.53	92.8107	16,087.20	97.9152	16,971.97	103.3007	17,905.44	107.3262	18,603.22
GIS Program Manager	53.6392	9,297.46	56.5892	9,808.80	59.7021	10,348.36	62.9854	10,917.48	65.4405	11,343.01
Human Resources Analyst	35.5078	6,154.69	37.4609	6,493.23	39.5211	6,850.34	41.6947	7,227.10	43.9879	7,624.57
Human Resources Manager	47.1099	8,165.72	49.7010	8,614.85	52.4345	9,088.66	55.3185	9,588.53	58.3609	10,115.89
Human Resources Specialist	28.3517	4,914.30	29.9109	5,184.56	31.5559	5,469.70	33.2917	5,770.55	35.1227	6,087.92
Information Technology Systems Manager	58.7199	10,178.10	61.9486	10,737.76	65.3558	11,328.33	68.9503	11,951.37	71.6372	12,417.10
Management Analyst	35.5078	6,154.69	37.4609	6,493.23	39.5211	6,850.34	41.6947	7,227.10	43.9879	7,624.57
Principal Accountant	39.8054	6,899.59	41.9947	7,279.08	44.3043	7,679.42	46.7410	8,101.78	49.3120	8,547.42
Principal Civil Engineer	58.7189	10,177.93	61.9485	10,737.74	65.3557	11,328.31	68.9504	11,951.39	71.6368	12,417.06
Recreation Manager	47.2219	8,185.13	49.8192	8,635.31	52.5593	9,110.26	55.4498	9,611.30	57.6108	9,985.87
Senior Accountant	33.1711	5,749.66	34.9954	6,065.88	36.9201	6,399.50	38.9509	6,751.49	41.0934	7,122.84
Senior Civil Engineer	53.6392	9,297.46	56.5892	9,808.80	59.7021	10,348.36	62.9854	10,917.48	65.4405	11,343.01
Senior Management Analyst	39.8054	6,899.59	41.9947	7,279.08	44.3043	7,679.42	46.7410	8,101.78	49.3120	8,547.42
Superintendent of Facilities and Maintenance	53.2423	9,228.66	56.1701	9,736.14	59.2595	10,271.65	62.5194	10,836.70	64.9555	11,258.95
Superintendent of Utilities	53.2423	9,228.66	56.1701	9,736.14	59.2595	10,271.65	62.5194	10,836.70	64.9555	11,258.95
System/Network Engineer	49.8809	8,646.02	52.6257	9,121.80	55.5190	9,623.28	58.5727	10,152.60	60.8548	10,548.18



Item No.  
APPROVED BY  
CITY MANAGER

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** OFFICE OF THE CITY MANAGER  
**BY:** ALDO E. SCHINDLER, DIRECTOR OF COMMUNITY DEVELOPMENT

**DATE:** MARCH 23, 2021

**SUBJECT:** COUNTY OF LOS ANGELES – RANCHO LOS AMIGOS SOUTH CAMPUS  
SPORTS COMPLEX PROJECT UPDATE

---

**RECOMMENDATION**

That the City Council receive and file an update regarding the development plans for the sports complex on land owned by the County of Los Angeles within the Rancho Los Amigos South Campus.

**DISCUSSION**

The City of Downey has been working with the County of Los Angeles for many years regarding the use of the Rancho Los Amigos South Campus area for recreational uses. At their November 22, 2016 Board of Supervisor's meeting the Board approved the Rancho Los Amigos South Campus Sports Center Project, with a preliminary total project amount of \$10,000,000 appropriated to the project. Subsequently, Los Angeles County Supervisor Janice Hahn has remained committed to the project and has continued to direct County staff to work with City staff to complete and execute an Option to Lease the site, so as to move the design and construction components of the project forward.

The Board of Supervisors approved five acres to be used for recreational purposes within the southeastern portion of the Rancho Los Amigo South Campus, generally bordered by Erickson Avenue to the west, Bonita Street to the north, St. Pius X - St. Matthias Academy to the east, and Gardendale Street to the south.

This development coincides with the findings of the completed Parks & Recreation Department "Parks Master Plan", which was adopted by the City Council at their November 7, 2016 meeting. The master plan is a guide and implementation tool for the management and development of parks and recreation facilities and programs. The Master Plan was developed in a two year process that included extensive inventory and assessment of 12 City parks and gathering data through various community engagements. The community analysis and needs assessment information collected pointed to the top need being additional recreation space for soccer and multi- sports facilities. Youth soccer saw the biggest future projected field deficit from 2015 - 2035 due to increasing popularity of the sport in the Downey community. Additionally, 55% of phone and online surveys reported desired improvements to soccer fields in the future.

City of Downey staff has been working with County of Los Angeles staff on the design and layout of multi-use fields on the five acres of land offered by the County of Los Angeles. The development of the

proposed project includes: three synthetic turf or grass soccer fields of various sizes to support play of youth through high school level of competition, with the largest field being able to host football and lacrosse play as well; a parking lot with an estimated 74 spaces; and, a 3,000 square-foot building that will house restrooms, concessions, administrative offices, storage and meeting space; shielded directional lighting of sports fields to allow for field usage during dusk/night; fencing along the project boundaries; temporary or permanent bleacher seating is being contemplated; and drought-tolerant landscaping. All parties involved are also assessing the existing utilities serving the project site including domestic water, irrigation, sewer, storm drain, and electrical connections, all of which would need to be expanded.

The property also includes the land hosting two existing buildings that are currently occupied by the Downey Rose Float Association. That area and the buildings will remain untouched. In the event the Rose Float buildings become vacant during the term of the future lease, the County of Los Angeles and City of Downey will negotiate in good faith to amend the lease such that the Rose Float buildings portion of the Property may be used by the City of Downey on terms agreed to by both the parties.

In parallel to the design of the multi-use fields, City staff negotiated with the County's Chief Executive Officer an Option to Lease Agreement for the site. City Council approved the Option to Lease Agreement at their July 10, 2018 meeting. At a future date, the main provisions of the future site lease will be: annual rent of \$1.00; a term of 20 years with two options to extend the term for five years each; the City shall operate, replace, and maintain the site at its sole cost; and the City shall make annual financial contributions of \$75,000 to the site's capital improvement account. The Agreement required an "Option Price" of \$10,000 to be paid to the County of Los Angeles, which shall be credited toward the City's future maintenance of the site when a final lease is executed between the City and County. The Agreement terminates upon the County's completion of the design and construction of the project, whereas both parties will enter into a lease for the site. Upon receiving the completed site the City will be responsible for the operation and maintenance during the lease term.

City and County staff continue to work with the design/build firm on the construction of the site. Site grading started on February 15, 2021. The grading should be completed by the end of March 2021. Trenching for utilities and installation of the underground infiltration system has also begun. Full completion of the project is estimated by the end of November 2021.

## **CITY COUNCIL PRIORITIES**

Fiscal Responsibility  
Quality of Life, Infrastructure & Parks

## **FISCAL IMPACT**

There is no fiscal impact associated with this project update.

## **ATTACHMENTS**

A – Site Plan







**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**  
**FROM: COUNCIL MEMBER CATHERINE ALVAREZ**  
**DATE: MARCH 23, 2021**  
**SUBJECT: DISCUSS THE ESTABLISHMENT OF AN ARTS AND CULTURE COMMISSION**

---

**RECOMMENDATION**

That the City Council discuss the establishment of an Arts and Culture Commission.

**BACKGROUND**

This item has been brought forth at the request of Council Member Alvarez.

**CITY COUNCIL PRIORITIES**

Public Engagement

**FISCAL IMPACT**

There is no fiscal impact at this time.



Item No.  
**APPROVED BY  
CITY MANAGER**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**  
**FROM: COUNCIL MEMBER CATHERINE ALVAREZ**  
**DATE: MARCH 23, 2021**  
**SUBJECT: DISCUSS HOLDING AN LGBTQ PICNIC**

---

**RECOMMENDATION**

That the City Council discuss holding an LGBTQ Picnic.

**BACKGROUND**

This item has been brought forth at the request of Council Member Alvarez.

**CITY COUNCIL PRIORITIES**

Public Engagement

**FISCAL IMPACT**

There is no fiscal impact at this time.



**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** COUNCIL MEMBER CATHERINE ALVAREZ  
**DATE:** MARCH 23, 2021  
**SUBJECT:** DISCUSS HAVING A LANGUAGE INTERPRETER AT THE CITY COUNCIL MEETINGS

---

**RECOMMENDATION**

That the City Council discuss having a Language Interpreter at the City Council Meetings.

**BACKGROUND**

This item has been brought forth at the request of Council Member Alvarez.

**CITY COUNCIL PRIORITIES**

Public Engagement

**FISCAL IMPACT**

There is no fiscal impact at this time.