



Compton Creek Mosquito Abatement District
1224 South Santa Fe Ave. • Compton, CA 90221
Tel. / Fax: (310) 933-5321 • www.comptoncreekmad.org
e-mail: info@comptoncreekmad.org or comptoncreekmad@earthlink.net

TRUSTEES:

President

Micah Ali
County of Los Angeles

Vice President

Tana McCoy
County of Los Angeles

Board Secretary

Margaret D. Comer
County of Los Angeles

Trustee

John Shelton
City of Long Beach

Trustee

Jonathan Bowers
City of Compton

General Manager

Mitchel R. Weinbaum

**REGULAR BOARD MEETING
OF THE BOARD OF TRUSTEES OF THE
COMPTON CREEK MOSQUITO ABATEMENT DISTRICT
TO BE HELD AT
COMPTON UNIFIED SCHOOL DISTRICT HEADQUARTERS
SUPERINTENDENT'S CONFERENCE ROOM
501 S. SANTA FE BLVD.
COMPTON, CA 90221**

AGENDAS, AND OTHER BOARD MATERIALS ARE AVAILABLE HERE:

WWW.COMPTONCREEKMAD.ORG

TO PARTICIPATE

**MEMBERS OF THE PUBLIC MAY PRESENT THEIR COMMENTS
TO THE BOARD ON MATTERS WITHIN THEIR JURISDICTION AS
LISTED ON THE AGENDA VIA IN-PERSON OR TELE-CONFERENCE
TO PARTICIPATE VIA TELECONFERENCE, CALL 1-888-875-4499**

OR LOG ON TO:

<https://us06web.zoom.us/j/8564283385?pwd=NHFidnlLSkRTTk9uM1dDclBhVUM5QT09>

MEETING ID NUMBER: 8564283385

PASSCODE NUMBER: 164692

10:00 AM MONDAY SEPTEMBER 11, 2023

AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, payment of any bill, approval of any matter or action, or any other action. Items listed "For Information" or "For Discussion" may also be subject of an "action" taken by the Board at the same meeting.

- 1. DETERMINATION OF A QUORUM**
- 2. PLEDGE OF ALLEGIANCE**

The District includes the communities of:
**Compton, East Rancho Dominguez, Enterprise, Mona Park, North Long Beach,
Rosewood, West Rancho Dominguez and Willowbrook**

3. ADDITIONAL ITEMS TO THE AGENDA

Determine the need to add items to the agenda. In order for the Board to add an item to the agenda, it must make a determination that: (a) the item came to the attention of the Board after posting the agenda; (b) that there is a need for immediate action to be taken by the Board. If these two tests are met, the Board may add an item in question to the agenda for consideration consistent with the provisions of the Brown Act.

4. PUBLIC COMMENTS

5. CONSENT CALENDAR

Consent Calendar items are considered routine by the Board of Trustees and will be adopted in one motion. There are no separate discussions of these items unless a Board member so requests, in which event the item will be removed from the Consent Calendar and considered separately immediately following action on the remaining items.

A. MINUTES OF THE MEETINGS OF AUGUST 21, AND AUGUST 31, 2023

Staff Recommendation: Approve the minutes of the District's previous meetings as submitted. A recording of this meeting is available at the District Office.

B. FINANCIAL STATEMENT FOR JULY 2023

Staff Recommendation: Approve this financial statement as submitted.

C. REQUISITIONS NUMBERS 7 THROUGH 9

Staff Recommendation: Approve these requisitions as submitted. These requisitions are the documents explaining all the District's expenditures for the month of August 2023.

6. GENERAL MANAGER'S REPORT

7. NEW BUSINESS

A. BOARD CONSIDERATION/APPROVAL OF EMPLOYMENT AGREEMENT FOR ASSISTANT TO THE GENERAL MANAGER

Staff Recommendation: Approve this contract for the open job position of Assistant to the General Manager.

B. BOARD CONSIDERATION/ACTION ON VOTING FOR THE OPEN POSITION OF ALTERNATE ON THE BOARD OF DIRECTORS OF THE LOS ANGELES LOCAL AGENCY FORMATION COMMISSION

Staff Recommendation: Vote for our Board President, Micah Ali, to fill this open position of alternate on the Board of Directors of the Los Angeles Local Agency Formation Commission.

8. **SET DATE FOR THE NEXT MEETING:**
9. **ADJOURNMENT**

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the Board meeting, please contact General Manager Mitchel R. Weinbaum at (310) 933-5321 for assistance to enable the District to make reasonable accommodations.

All public records relating to an item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 1224 S. Santa Fe Ave. Compton, CA 90221

EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence delivered to the District Manager at, or prior to, the public meeting. Any written correspondence delivered to the General Manager before the District's final action on a matter will become a part of the administrative record.

MICAH ALI
BOARD PRESIDENT

MARGARET COMER
BOARD SECRETERY

COMPTON CREEK MOSQUITO ABATEMENT DISTRICT

MINUTES OF AUGUST 21, 2023

The meeting was called to order at 10:22 a.m.

The following members were present for the meeting: Board President Ali, Vice-President McCoy, Board Secretary Comer, and Trustee Shelton.

General Manager Weinbaum was also present at the meeting.

PLEDGE OF ALLEGIANCE

Board President Ali led the members in the recital of the Pledge of Allegiance.

ADDITIONAL ITEMS TO THE AGENDA

There were none at this time.

PUBLIC COMMENTS

There were none at this time.

CONSENT CALENDAR

On motion by Ms. McCoy and seconded by Mr. Shelton, the Consent Calendar was opened for discussion. The Consent Calendar consisted of the minutes of the July 17 and July 31, 2023 Board meetings, the financial statement for June 2023 and requisitions numbers 4 through 6. After discussion, the consent calendar was unanimously approved. A roll call vote was taken at this time: Trustee Shelton-yes, Board Secretary Comer-yes, Vice-President McCoy-yes, and Board President Ali-yes.

GENERAL MANAGER'S REPORT

General Manager Weinbaum presented an oral and written report on District activities for the month. He reported that mosquito control efforts continue in full effect with District personnel working everyday to keep the mosquito population to a minimum. He reported on the continuing annexation process, noting that this project is near completion. At this time, on motion by Ms. McCoy and seconded by Mrs. Comer, the Board voted unanimously to receive and file the General Manager's Report. A roll call vote was taken at this time: Trustee Shelton-yes, Board Secretary Comer-yes, Vice-President McCoy-yes, and Board President Ali-yes.

NEW BUSINESS

The first item of business was Board consideration and action regarding Resolution 05-2023, amending the District's Personnel Policy Manual to include all Federal Holidays. On motion by Ms. McCoy and seconded by Mr. Shelton, this item was opened for discussion. After discussion,

The Board voted unanimously to approve this amendment to the District's Personnel Policy Manual. A roll call vote was taken at this time: Trustee Shelton-yes, Board Secretary Comer-yes, Vice-President McCoy-yes, and Board President Ali-yes.

The next item was Board consideration and action to nominate Board President Ali to fill the open Alternate seat on the Board of Directors of the Los Angeles Local Agency Formation Commission (LAFCO). On motion by Mrs. Comer and seconded by Mr. Shelton, this item was opened for discussion. After discussion, the Board voted unanimously to nominate and endorse Board President Ali's nomination for this open LAFCO seat. A roll call vote was taken at this time: Trustee Shelton-yes, Board Secretary Comer-yes, Vice-President McCoy-yes, and Board President Ali-yes.

The next item was Board consideration and action regarding to retain Littler Mendelson P.C. to provide legal representation in the area(s) of labor and employment law. On motion by Ms. McCoy and seconded by Mrs. Comer, this item was opened for discussion. During the discussion, it was asked why it is necessary for this law firm. It was explained that a contract must be written for the new job position the District has created and the District needs a contract lawyer to write this new contract. After all questions were asked and answered, the Board voted unanimously to retain Litter Mendelson P.C. to write this contract. A roll call vote was taken at this time: Trustee Shelton-yes, Board Secretary Comer-yes, Vice-President McCoy-yes, and Board President Ali-yes.

The next item was a closed session. On motion by Mr. Shelton and seconded by Mrs. Comer, the regular meeting was closed, and the closed session was opened. This was unanimously approved. A roll call vote was taken at this time: Trustee Shelton-yes, Board Secretary Comer-yes, Vice-President McCoy-yes, and Board President Ali-yes.

At this time, on motion by Ms. McCoy and seconded Mrs. Comer, the Board voted unanimously to end the closed session and re-enter the regular meeting. A roll call vote was taken at this time: Trustee Shelton-yes, Board Secretary Comer-yes, Vice-President McCoy-yes, and Board President Ali-yes. There was no report from the closed session

The date for the next regular meeting was set for September 11, 2023, at 10:00 a.m.

There being no further business, the meeting was adjourned at 10:58 a.m. on motion by Ms. McCoy, seconded by Mr. Shelton and unanimously approved. A roll call vote was taken at this time: Trustee Shelton-yes, Board Secretary Comer-yes, Vice President McCoy-yes, and Board President Ali-yes.

MICAH ALI
BOARD PRESIDENT

MARGARET COMER
BOARD SECRETARY

COMPTON CREEK MOSQUITO ABATEMENT DISTRICT

MINUTES OF AUGUST 31, 2023

The meeting was called to order at 10:35 a.m.

The following members were present for the meeting: Board President Ali, Board Secretary Comer, and Trustee Shelton.

General Manager Weinbaum was also present at the meeting.

PLEDGE OF ALLEGIANCE

Board President Ali led the members in the recital of the Pledge of Allegiance.

ADDITIONAL ITEMS TO THE AGENDA

There were none at this time.

PUBLIC COMMENTS

There were none at this time.

NEW BUSINESS

The first item of business was Board consideration/action of Resolution 06-2023 regarding Assistant to the General Manager compensation and benefits and repeal/rescission of portions of Resolution 16-2022. On motion by President Ali and seconded by Mrs. Comer, this item was opened for discussion. After discussion, the Board voted unanimously to approve Resolution 06-2023. A roll call vote was taken at this time: Trustee Shelton-aye, Board Secretary Comer Comer-aye, and Board President Ali-aye.

There being no further business, the meeting was adjourned at 10:38 a.m. on motion by President Ali, seconded by Mrs. Comer and unanimously approved. A roll call vote was taken at this time: Trustee Shelton-yes, Board Secretary Comer-yes, and Board President Ali-yes.

MICAH ALI
BOARD PRESIDENT

MARGARET COMER
BOARD SECRETARY



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Sept. 15, 2023

TRUSTEES:

President
Micah Ali
County of Los Angeles

Vice President
Tana McCoy
County of Los Angeles

Board Secretary
Margaret D. Comer
County of Los Angeles

Trustee
John Shelton
City of Long Beach

Trustee
Jonathan Bowers
City of Compton

General Manager
Mitchel R. Weinbaum

REQUISITION #7
 Sal & Bills 1st ½ Sept. 2023

<u>#6100</u>	Mitchel R. Weinbaum						
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE</u>	<u>FICA</u>	<u>PERS</u>	<u>CU</u>	<u>NET</u>	
\$5149.38	\$820.00	\$350.00	\$393.93	\$355.79	\$350.00	\$ 2879.66	
<u>#6100</u>	Claude R. Sparks						
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE</u>	<u>FICA</u>				
\$2160.00	\$245.00	\$ 50.00	\$165.24			\$ 1699.76	
<u>#6180</u>	CalPERS (MRW + District)					\$ 915.53	
	Mitchel R. Weinbaum					\$ 350.00	
<u>#6172</u>	The Gas Co.					\$ 26.49	
<u>#6131</u>	Cintas					\$ 373.20	
<u>#6132</u>	US Bank					\$ 332.70	
<u>#6140</u>	US Bank					\$ 130.00	
<u>#6145</u>	US Bank					\$ 46.95	
<u>#6171</u>	US Bank (CSDA Conf.)					\$ 44.18	
<u>#6172</u>	US Bank					\$ 132.97	
<u>#6150</u>	US Bank					\$ 148.97	
<u>#6171</u>	Mitchel R. Weinbaum (Reimb. Tires)					\$ 885.11	

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Trustee

John Shelton

City of Long Beach

Trustee

Jonathan Bowers

City of Compton

General Manager

Mitchel R. Weinbaum

#6172

AT&T Mobility

\$ 110.00

APPROVED:

Margaret D. Comer DATE: 9/17/2023 *Mitchel R. Weinbaum*

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September 11, 2023

TRUSTEES:

President
Micah Ali
County of Los Angeles

Vice President
Tana McCoy
County of Los Angeles

Board Secretary
Margaret D. Comer
County of Los Angeles

Trustee
John Shelton
City of Long Beach

Trustee
Jonathan Bowers
City of Compton

General Manager
Mitchel R. Weinbaum

REQUISITION # 8
Trustee Fees, Sept. 2023

#6102	Micah Ali					
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE TAX</u>	<u>FICA</u>		<u>NET</u>	
\$100.00	0	0	\$7.65	\$	92.35	
#6102	Tana McCoy					
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE TAX</u>	<u>FICA</u>			
\$100.00	0	0	\$7.65	\$	92.35	
#6102	Margaret Comer					
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE TAX</u>	<u>FICA</u>			
\$100.00	0	0	\$7.65	\$	92.35	
#6102	Jon Shelton					
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE TAX</u>	<u>FICA</u>			
\$100.00	0	0	\$7.65	\$	92.35	
#6102	Jonathan Bowers					
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE TAX</u>	<u>FICA</u>			
\$100.00	0	0	\$7.65	\$	92.35	

APPROVED: _____

DATE: ____/____/____

The District includes the communities of:
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COMPTON CREEK MOSQUITO ABATEMENT DISTRICT

GENERAL MANAGER'S REPORT FOR AUGUST 2023

WEATHER

Temperatures at Noon: High – 92 Low – 76 Ave. – 74

Days clear – 17 Overcast – 6

Service Requests – 6 Rain – 2 ½"

OPERATIONAL REPORT

The District's inspection and spray program continued throughout the month on a full-time basis. District personnel are in the field daily, working to identify and control mosquito breeding sources within the District, notably in public areas such as street gutters and catch basins.

The District continues to work with residents to drain standing water from neglected swimming pools. With the unusual rain the District experienced during the month, District personnel revisited the empty/neglected swimming pools and removed the standing water in them that has accumulated during the rainstorm. This month District personnel performed 24 swimming pool inspections and found mosquito breeding in 4 of these swimming pools which were treated at the time of the inspections.

Public areas of the District have been the priority focus of the District. Since mosquito breeding has been found in the District's street gutters, box drains, and catch basins in certain areas, District personnel are putting most of their time and efforts into containing these sources. Virtually all streets in the District hold some amount of standing water, and these are the areas of most concern to the District. This month, 335 inspections were performed in these public areas.

One inspection of the Compton Creek was performed with no mosquito breeding found. Previous maintenance work performed by the Army Corps of Engineers continues to pay dividends, as evidenced by a consistent flow of water, which prevents the creation of stagnant pools ideal for mosquito breeding. One item of note, after the rainstorm, several abandoned vehicles were found in the area North of the tunnels. In early September, the Department of Public Works removed these vehicles.

Mosquitoes are now beginning to test positive for West Nile Virus (WNV) in the county, mainly in the San Fernando Valley and the eastern areas. There is no evidence of WNV here in the

District. In California, there are now 16 human cases and two resulting deaths. Most trouble spots in the State are in the San Joaquin Valley.

MANAGER'S REPORT

PUBLIC EDUCATION

The District has continued its public awareness campaign to promote public safety through effective mosquito control and shared public responsibility. Social media platforms are updated daily with information, stories, and best practices on protecting yourself from mosquitoes. District personnel are also in the field daily, distributing mosquito awareness literature and promoting the District's message directly to residents. Finally, when available, the District participates in City-wide events with an informational booth, literature about mosquitoes, and swag for all attendees.

COVID-19

As a health safeguard against COVID-19, District personnel wear masks and gloves while in public. District vehicles are equipped with soap bottles, disposable gloves, masks, and respirators, if needed, for spraying. District personnel are always masked and practice social distancing when working and talking with residents.

ACTION ITEMS ON THE AGENDA

- The first item is offering a contract for the job position of Assistant to the General Manager to one of the applicants that were interviewed by the Board of Trustees. After advertising, speaking with many people, setbacks in the process, and closed sessions for interviewing applicants, the District has reached the final stage in the hiring process by voting to offer an applicant a contract with the District.
- The next item is to vote on nominees to fill the open position of alternate on the Board of Directors of the Los Angeles Local Agency Formation Commission. Board President Ali is on the ballot and this vote shows District support for President Ali.

DISTRICT MODERNIZATION PLAN

In January 2018, through Resolution 01-2018, the Board unanimously approved a plan to modernize or replace the District building and encumber funds for this project. The reason for this plan was the age of the building, 56 years old, no heating or air conditioning, and most importantly, there is little room in the office to conduct the District Board meetings. After realizing costs, the plan was put on hold so the District can accumulate more funds.

Since 2018, the District has increased the funding for this modernization plan to \$600,000 (six hundred thousand). These funds are included in District reserves and are encumbered for this project.

Today, modern technology has shown the plan the District approved in 2018 can be accomplished at a cost within the District's budget for this project. To that end, working with the Board President and District counsel, a Referral For Proposal (RFP) was written for architectural services to provide the scope of work to be performed. Items include:

- New flooring – carpet tiles
- New ceiling tiles
- Replace casework
- Exterior painting, including all exterior ramps.
- New door hardware, locks, etc.
- Repair/Replace siding as necessary
- Demo existing coverings and replace with 1” horizontal mini blinds
- Update plumbing fixtures and paint restroom
- Add air conditioning and heating and ventilation (HVAC)
- New power and data to TV location
- Upgrade lighting to LED
- Install 2 ceiling mounted data jacks

This would be the District's first modernization plan since 1991 when the cement wall and the front gate and pillars were installed and will enhance all the District's efforts in protecting the public health of the residents in the District.

MEETINGS AND CONFERENCES

The Mosquito & Vector Control Association of California (MVCAC) will be holding its annual conference in Monterey, CA, January 21-24, 2024. The conference hotel has limited rooms. If anybody would like to attend this conference, please let me know so that arrangements can be made.

Respectfully submitted,

Mitchel R. Weinbaum

**EMPLOYMENT AGREEMENT
BETWEEN
COMPTON CREEK MOSQUITO ABATEMENT DISTRICT AND JOHN FRANKLIN**

This EMPLOYMENT AGREEMENT (“Agreement”) is entered into between the Compton Creek Mosquito Abatement District (the “District”) and John Franklin.

RECITALS

WHEREAS, District wishes to engage the services of services of John Franklin as the Assistant to the General Manager (“Assistant General Manager”) of the District and to have him remain in such position on the terms and conditions set forth in this Agreement;

WHEREAS, Mr. Franklin is familiar with the position’s legal requirements, industry standards and responsibilities; and

WHEREAS, Mr. Franklin represents and warrants that he has the skill and ability to serve in such position and wishes to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the parties hereto agree as follows:

I. TERM OF EMPLOYMENT

The District hereby employs Mr. Franklin (hereinafter “Mr. Franklin” or “Assistant General Manager”) in the position of Assistant General Manager for the District for the period from **INSERT DATE through INSERT DATE** unless sooner terminated in accordance with Paragraph XIV or XV of this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to, at any time and in its sole discretion, terminate the services of Mr. Franklin subject to the conditions of this Agreement. There is no express or implied promise made to Mr. Franklin for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Mr. Franklin and the District.

II. SALARY AND WORK HOURS

The District shall pay the Assistant to the General Manager position at the rate of \$45.67/hour. The Assistant General Manager shall not work more than 8 hours per day or 40 hours per week without explicit authorization from the General Manager. The Assistant General Manager’s base hours of work shall be Monday through Friday from 7:30 am to 4:30 pm. At any time, the Board of Trustees of the District (“Board of Trustees” or “Board”) may take action to increase the compensation provided for in this Agreement.

III. DUTIES

Mr. Franklin shall perform the duties of Assistant General Manager, as set forth in the District’s job description (a copy of which is attached hereto), and/or such other duties as directed by the District’s Board of Trustees. Mr. Franklin shall exercise the powers and perform the services required of the position of Assistant General Manager of the District, as specified in the District’s Personnel Policy Manual “Policies And Procedures” (the “Policies And Procedures”), as they currently or may in the future exist. These services shall include, without limitation, assist the General manager in the following duties:

implementing Board-approved policies and procedures; directing the work of the District's professional, technical, and clerical personnel; overseeing training for new employees and existing staff in relation to new rules, regulations, and procedures; administering the Board approved annual budget; and overseeing agendas and meeting schedules of the Board of Trustees and its committees.

IV. OUTSIDE PROFESSIONAL ACTIVITIES

Upon prior written authorization from the Board, Mr. Franklin may undertake outside approved professional activities, including consulting, speaking, and writing, which do not conflict with Mr. Franklin's employment with the District. Time spent performing such outside professional activities shall be charged to vacation leave and shall not interfere with Mr. Franklin's job performance as Assistant General Manager. Mr. Franklin shall not engage in any activity, consulting service, or enterprise, for compensation or otherwise, that is actually or potentially in conflict with, or inimical to, his duties and responsibilities of the District. The Assistant General Manager shall also be subject to the conflict-of-interest provisions of the California Government Code and any conflict of interest code applicable to the Assistant General Manager's District employment

V. PERFORMANCE OBJECTIVES

The Board may meet with Mr. Franklin and establish Mr. Franklin's performance objectives under this Agreement.

VI. EVALUATION

The Board may evaluate Mr. Franklin in six (6) months. Mr. Franklin shall cooperate with all reasonable requests of the Board in the evaluation process including, for example, providing the Board with proposed goals and objectives for the ensuing year. The failure, if any, of the Board to evaluate Mr. Franklin shall be of no legal consequence. The District's policies or regulations, if any, governing administrative evaluations shall not apply to Mr. Franklin.

VII. SICK LEAVE

Mr. Franklin shall be entitled to accrue sick time at the rate of 1 hour for every 30 hours worked up to a maximum bank of 48 hours. Once the maximum bank has been accrued, no further sick time will accrue until previously accrued sick time is used. Unused sick time may be carried over from year to year, up to a maximum carryover amount of 48 hours of PST. Mr. Franklin shall be entitled to use sick time for the reasons specified under the California sick leave law and as specified in the District's policy. If Mr. Franklin separates from employment with the District, he will not be paid out unused sick time at separation. If Mr. Franklin is rehired within 12 months of separation, the District will reinstate all accrued, but unused PST up to a maximum of 48 hours of sick time.

VIII. FRINGE BENEFITS

Mr. Franklin shall receive the following fringe benefits: Enrollment in CalPERS for retirement purposes subject to CalPERS requirements, use of District vehicle to and from work to his residence as well as for work related purposes. The District will provide the Assistant to the General Manager with \$500 per month that will be taxable income with the goal that such payment be used to purchase health insurance benefits.

IX. EXPENSE REIMBURSEMENT; PROFESSIONAL ORGANIZATIONS

The District shall reimburse Mr. Franklin for all actual and necessary expenses incurred by him within the scope of his employment, which expenses must be approved by the Board in advance.

X. VACATION

Mr. Franklin shall be entitled to accrue vacation in accordance with the District's vacation policy. Accrued but unused vacation shall be paid out upon conclusion of employment at Mr. Franklin's base rate of pay, but may not be cashed out prior to conclusion of employment.

XI. APPLICABLE LAW

This Agreement is subject to all applicable laws of the State of California, and District rules, regulations and policies, all of which are made a part of the terms and conditions of this Agreement as though set forth herein.

XII. INTERACTIVE PROCESS WHEN ACCOMMODATION NEEDED

Mr. Franklin shall advise the District in writing should he requires any accommodation to allow him to perform the essential functions of his position.

XIV. TERMINATION DURING TERM OF AGREEMENT

(a) Cause. The District may terminate this Agreement for cause for misconduct, including but not limited to dishonesty, malfeasance, or misfeasance, or for failure by Mr. Franklin to substantially perform any of the duties or responsibilities as set forth in this Agreement, or for performing them unsatisfactorily. In addition, the District may terminate this Agreement for breach of contract if it determines in its sole discretion that Mr. Franklin has: (1) engaged in any conduct involving moral turpitude, or which results in serious damage to the reputation of the District; or (2) violated any fiduciary duty owed to the District.

(b) Process For Dismissal For Cause. In the event the District intends to terminate this Agreement for cause during the term of the Agreement, Mr. Franklin shall have the right to receive notice of the reasons for the possible termination and shall be given an opportunity to address the Board of Trustees regarding the reasons for the termination, prior to the District taking action to terminate the Agreement. Mr. Franklin may address the Board of Trustees either personally or through his representative; however, if Mr. Franklin chooses to be represented and/or accompanied by legal counsel, Mr. Franklin shall assume the cost of his legal expenses. The decision of the District to terminate this Agreement shall be final.

(c) Disability. Should Mr. Franklin be unable to serve in his position due to physical and/or mental conditions, upon expiration of the sick leave entitlement and upon written evaluation by a licensed physician designated by the District indicating the inability of Mr. Franklin to perform the essential functions of his position, with or without accommodation, the District may terminate this Agreement.

(d) Death. The death of Mr. Franklin terminates this Agreement immediately. In such event, all salary and other monetary amounts due to Mr. Franklin at the time of death shall be paid to Mr. Franklin's estate.

(e) Mutual Consent. This Agreement may be terminated at any time by mutual consent of the District and Mr. Franklin.

(f) Unilateral Termination by Mr. Franklin. Notwithstanding any other provisions of this Agreement, Mr. Franklin shall have the option to terminate this Agreement by providing the District with written notice of intent to terminate. This notice shall be provided no less than fifteen (15) calendar days prior to termination. Mr. Franklin and the District may agree to a termination notice of less than fifteen (15) calendar days.

(g) Notification Upon Seeking Other Employment. Mr. Franklin shall immediately notify the District in the event he/she becomes a final candidate for other employment.

(h) Unilateral Termination by the District. Notwithstanding any other provision of this Agreement, the District, at its sole discretion, shall, upon thirty (30) calendar days written notice, have the option of terminating this Agreement for any reason (i.e., without cause or a hearing). If the District elects to terminate the Agreement without cause, it shall pay Mr. Franklin, in a lump sum payment, within fifteen (15) calendar days of notice of termination, an amount equal to one (1) months' salary or the salary for the remainder of the Agreement, whichever is less. The calculation for purposes of this lump-sum payment shall be based on the salary in effect on the date of the notice of termination. This provision is intended to comply with the requirements governing maximum cash settlement as set forth in Government Code sections 53260 et seq., which prohibits settlements in excess of 18 months' pay. In addition, pursuant to California Government Code section 53243 et seq., if this Agreement is terminated, any cash settlement related to the termination that Mr. Franklin may receive from the District shall be fully reimbursed by Mr. Franklin to the District if Mr. Franklin is convicted of a crime involving an abuse of his office or position.

XV. MODIFICATION, TERMINATION, AND EXPIRATION OF AGREEMENT

The parties may also modify or terminate this Agreement by mutual consent, in writing.

XVI. LIMITATIONS ON CASH SETTLEMENTS

The provisions of Government Code section 53260 et seq. apply to this Agreement. Specifically, in the event this Agreement is terminated, and the termination is challenged as being unlawful, the maximum cash settlement that Mr. Franklin may receive shall be an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary multiplied by eighteen (18). This language is included only to comply with the requirements of Government Code section 53260 et seq., and does not entitle Mr. Franklin to eighteen (18) months' pay upon separation from employment.

XVII. GENERAL PROVISIONS

(a) Severability. If any term of provision of this Agreement shall, to the extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

(b) Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

(c) Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

(d) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings terms, or conditions, and neither party has relied upon any representation, expressed, or implied, not contained in these documents. All prior understanding, terms, or conditions are deemed merged into these documents. This Agreement is intended to supersede all prior agreements and addenda, including the District's Policies And Procedures (where there is a conflict).

(e) Assignment. This Agreement is not assignable by either District or Mr. Franklin

(f) Waiver of Breach. The waiver by District of a breach of any provision of this Agreement by Mr. Franklin shall not operate or be construed as a waiver of a subsequent breach by Mr. Franklin.

John Franklin _____ Date

COMPTON CREEK MOSQUITO ABATEMENT DISTRICT

By _____
Micah Ali, Board President _____ Date