AGENDA DESCRIPTION:
Consideration and possible action regarding Adoption of an Ordinance to approve an Amendment to the Contract between the Board of Administration of the California Public Employees’ Retirement System (CalPERS) and the El Segundo City Council to cease contributions under Government Code Section 20516(a) (3% Employer Cost Sharing of Additional Benefits) applicable to unrepresented fire classifications and the represented classification in the Supervisory and Professional Employees’ Association. (Fiscal Impact: $14,900 Savings for Fiscal Year 2015-16).

RECOMMENDED COUNCIL ACTION:
1. Waive Second Reading and Adoption of the Ordinance
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance
2. CalPERS Exhibit – Amendment to Contract

FISCAL IMPACT:
Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Martha Dijkstra, Director of Human Resources
REVIEWED BY: Martha Dijkstra, Director of Human Resources
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
At its meeting on November 3, 2015, the City Council initiated the contract amendment process between the City and the California Public Employees’ Retirement System (CalPERS) to cease the three percent (3%) cost-sharing arrangement by unrepresented fire classifications and the represented classification in the Supervisory and Professional Employees’ Association (SPEA).

Timeline and Requirements under Government Code § 20471 and 20474
There are various steps and legal requirements to implement a contract amendment with CalPERS, including the passage and adoption of an Ordinance authorizing the contract amendment, an approved Resolution of Intention specifying the proposed changes to the contract, an employee election when rates are impacted, and compliance with all applicable Government Code provisions and CalPERS timelines.

The Resolution of Intention and Introduction of the Ordinance were approved on November 3, 2015 and staff has conducted the required employee election. Government Code § 20471 requires a twenty (20) day period between the adoption of the Resolution of Intention and the Second Reading.
and Adoption of the Ordinance. Staff is recommending moving forward with the second reading and adoption of the Ordinance at tonight’s meeting. If approved, the Ordinance will become effective on the 31st day following passage and adoption. The Contract Amendment can take effect the beginning of the first payroll period following the effective date of the ordinance, which is January 9, 2016.

Disclosure of Benefit Change under Government Code 7507/Fiscal Impact

Government Code §7507 requires that the future annual costs or any changes to benefits of a proposed contract be made public at least two weeks prior to the adoption of the final ordinance. While the City is not required to obtain an actuarial valuation for the current action, this proposed benefit change was made public at the Council meeting on November 3, 2015 and through adoption of the Resolution of Intention.

It is estimated that the fiscal impact resulting from removing the Cost-Sharing provision for the fire classifications is a savings of $14,900 in Fiscal Year 2015-16 because staff plans to take steps to shift the 3% from the Employer Cost-Sharing to increasing the employee’s PERS Member Share from 6% to 9%. The savings is the result of the City no longer paying and reporting the value of the three percent (3%) EPMC to CalPERS for these classifications.
ORDINANCE NO.________

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF EL SEGUNDO AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM.

The City Council of the City of El Segundo does ordain as follows:

Section 1: The Attached Exhibit A, an amendment to the contract between the City Council of the City of El Segundo and the Board of Administration, California Public Employees’ Retirement System, is approved and the Mayor is authorized to execute the agreement.

Section 2: The City Clerk is directed to certify passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

Section 3: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this 1st day of December, 2015.

Suzanne Fuentes,
Mayor
CERTIFICATION

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES  )  SS
CITY OF EL SEGUNDO  )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. _____ was duly introduced by said City Council at a regular meeting held on the 3rd day of November, 2015, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 1st day of December, 2015, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 1st day of December, 2015.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:
Karl H. Berger
Assistant City Attorney
AMENDMENT TO CONTRACT
Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of El Segundo


A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective December 13, 2014, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to December 30, 2012, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after December 30, 2012, age 62 for new local miscellaneous members, age 50 for classic local police members entering membership in the police classification on or prior to October 6, 2012, age 55 for classic local fire members and for those classic local police members entering membership for the first time in the police classification after October 6, 2012 and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after October 1, 1943 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:

(a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

(b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
(c) Public Agency’s agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees’ Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
   a. Local Fire Fighters (herein referred to as local safety members);
   b. Local Police Officers (herein referred to as local safety members);
   c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   NO ADDITIONAL EXCLUSIONS

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.

7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member entering membership in the miscellaneous classification on or prior to December 30, 2012 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for service on and after July 1, 1956, the effective date of Social Security coverage, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).

8. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time with this agency in the miscellaneous classification after December 30, 2012 shall be determined in accordance with Section 21353 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 60 Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).

10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member entering membership in the police classification on or prior to October 6, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

12. The percentage of final compensation to be provided for each year of credited current service as a classic local police member entering membership for the first time with this agency in the police classification after October 6, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

13. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57, Full).

14. Public Agency elected and elects to be subject to the following optional provisions:

   a. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.

   b. Section 21571 (Basic Level of 1959 Survivor Benefits) for local miscellaneous members only.

   c. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.

   d. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.

   e. Section 21024 (Military Service Credit as Public Service).

   f. Section 20042 (One-Year Final Compensation) for classic members only.

   g. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members only.
h. Section 21548 (Pre-Retirement Option 2W Death Benefit).

i. Section 20903 (Two Years Additional Service Credit).

j. Section 20516 (Employees Sharing Cost of Additional Benefits):

Section 21363.1 (3% @ 55 Full and Modified formula) for classic local fire members from and after October 6, 2012 and until December 13, 2014.

The employee cost sharing contributions are 3%. The maximum employee cost sharing contribution is the normal cost plus the increase in the accrued liability due to the benefit improvement amortized over 20 years. In no event shall the employee cost sharing contribution attributable to the unfunded liability remain in effect beyond May 19, 2021. Thereafter, in any given contribution year, the maximum employee cost sharing contribution cannot exceed 2.591% of payroll.

k. Section 20475 (Different Level of Benefits): Section 21363.1 (3% @ 55 Full formula) is applicable to classic local police members entering membership for the first time with this agency in the police classification after October 6, 2012.

Section 21353 (2% @ 60 Modified formula) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after December 30, 2012.

l. Section 20516 (Employees Sharing Additional Cost):

From and after December 13, 2014 and until the effective date of this amendment to contract, 3% for classic local fire members in the Supervisory and Professional Employees Association, and the Unrepresented Fire Management Group.

15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

16. Public Agency shall also contribute to said Retirement System as follows:

a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local safety members.
b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the ______ day of _____________________.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY
RENEE OSTRANDER, CHIEF
EMPLOYER ACCOUNT MANAGEMENT DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF EL SEGUNDO

BY
PRESIDING OFFICER

Witness Date:
Attest:

Clerk

AMENDMENT CalPERS ID #2657082556
PERS-CON-702A
AGENDA DESCRIPTION:
Consideration and possible action to receive and file this report regarding the Public Works Department emergency preparedness plan for the anticipated 2015/16 El Nino storm events. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
(1) Receive and file this report regarding the Public Works Department emergency preparedness plan for anticipated 2015/16 El Nino storm events.
(2) Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: Within Adopted Budget
Additional Appropriation: No
Account Number(s):

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The National Oceanic and Atmospheric Administration (NOAA) predicts that this year’s expected El Nino weather conditions will “generally favor below-average temperatures and above-median precipitation across the southern tier of the United States, and above-average temperatures and below-median precipitation over the northern tier of the United States.” There is a greater than 95% chance that El Nino weather conditions will last until spring 2016. Correspondingly, we expect significant periods of heavy rain and possible flooding within the City of El Segundo throughout this winter season. Common impacts associated with heavy rains include flooding, downed power lines and trees/limbs, and debris in streets and catch basins.

The supervisors and managers within Public Works met recently to reaffirm our level of preparedness for the anticipated El Nino events this coming rainy season. Overall, we are very prepared. Herein is a summary of the actions taken by various divisions within Public Works to prepare for the upcoming rainy season (please note that most of these actions are implemented every year):

- **Buildings:** The roof and corresponding drains have all been cleaned, and the gutters are in being cleared out. Staff will continue to monitor these throughout the season to prevent roof flooding during rain events.
• **Sandbags:** More sandbags have been ordered and Streets crews are working with the Fire Department to ensure they are available to hand out to residents from Fire Stations 1 and 2. Stocks will be replenished after each rain event as needed.

• **ROW Obstructions:** The Recreation/Park and Public Works Departments already have a well established protocol for responding to fallen limbs/trees in the ROW. As an additional precaution, the Streets Division will order extra barricades to ensure there enough on hand in the event of large wind and rain events. Additional cold mix asphalt is being ordered and will be kept on hand to address pot holes that form during rain storms. Hot mix will be used as a secondary measure once the initial problem has been arrested and the weather has cleared.

• **Pumps and Lift Stations:** All of the city’s satellite backup generators have been checked and serviced, and batteries have been replaced as needed. Throughout the rainy season they will be checked monthly to ensure that they are functioning properly. Given the equipment we already have on hand, purchase of additional generators is not necessary unless we have a failure. We also have secured on-call maintenance and repair services for our lift stations, which will enhance our abilities to quickly address any lift station or pump station failures. Please recall that wastewater staff also conduct monthly by-pass drills, which has been in place for the past several years for emergency preparedness.

• **Storm Drains:** The City’s storm drains have been cleared and cleaned in preparation for the rainy season. Known flooding hot spots will be checked regularly throughout rain events, and nearby storm drains kept clear. Storm drains will be checked for debris after each rain event and cleared as needed.

• **Communications:** Historically, Public Works used radios as the primary form of communications between the maintenance yard and vehicles/staff. Within the last five years, however, communication between staff members transitioned overwhelmingly to the use of cell phones and texting. Approximately 18 months ago radio communication capabilities were lost with the transition to fiber and Voice Over IP at the yard. Radio use is now in the process of being revitalized as a backup to cell phones through coordination with the RCC. Additionally, Public Works has reissued the Police Department and dispatch relevant pager numbers for emergency events, and key personnel have exchanged cell phone numbers as a backup to pager calls. Staff will also coordinate with PD to use Nixle for community notification of major events when deemed necessary (e.g., downed power lines, sudden lane/road closures, etc.).

• **Coordination and Continuity:** In addition to the communications protocol outlined above, Public Works is creating a large laminated map for use at the Maintenance Yard during El Nino events. This map will help rain duty crews identify problem locations, manage their resources and provide continuity of information between crew rotations for events lasting more than eight (8) hours. The map will also include other key information such as the emergency number for maintenance of County storm drains, pager/phone numbers of key city personnel, dispatch and mutual aid. Staff is also monitoring NOAA and the National Weather Service websites for current and predicted weather reports to ensure adequate supplies are on hand.

• **Beaches:** The City of El Segundo does not own or maintain any coastal beaches. The beach located adjacent to Chevron is maintained through an agreement between Chevron and the State Lands Commission, and the beach adjacent to the Scattergood Plant is maintained by the Los Angeles County of Beaches and Harbors. Any storm drain-related issues, including trash and debris accumulation is handled by the agencies listed above or by the County of Los Angeles Flood Control District. El Segundo does not have the
proper equipment necessary to handle beach-related impacts, but is able to provide some back-up assistance as needed.

It is worth noting that many of the supervisors within Public Works are employees who have been here for more than 10 years and are intimately familiar with the City's protocol for emergency and storm-related events. We expect that El Nino's impacts will be coordinated within the framework already well defined within Public Works.

The Recreation and Parks Department will also be providing assistance as needed for emergency response. They are currently in the process of cleaning pipes, catch basins and drains within park grounds, clearing rain gutters at park facilities, inspecting trees branches for cracks or other evidence of other hazardous conditions, and ensuring their vehicles are ready to respond.

Lastly, the City will provide relevant information and links on our website for residents and businesses to reference in their own preparation for this El Nino season.
AGENDA DESCRIPTION:
Consideration and possible action to: adopt a resolution placing a proposition on the ballot for the City’s April 12, 2016 general municipal election to increase the City’s Transient Occupancy Tax ("TOT") from 8% to a higher percentage to be determined by City Council (TOT is paid by patrons of hotels and motels); adopt a resolution directing the City Attorney’s Office to prepare an impartial analysis of the ballot measure; adopt a resolution regarding ballot argument regulations; and appoint a Council Member or Council Members to draft ballot arguments regarding the ballot measure (Fiscal Impact: varies based on percentage increase, currently each 1% is equal to approximately $800,000 annually).

RECOMMENDED COUNCIL ACTION:
1. Consideration and possible action to adopt a resolution placing a proposition on the ballot for the City’s April 12, 2016 general municipal election to increase the TOT;
2. Consideration and possible action to adopt a resolution directing the City Attorney’s Office to prepare an impartial analysis of the ballot measure;
3. Consideration and possible action to adopt a resolution setting the requirements for ballot arguments effecting the ballot measure;
4. Consideration and possible action to appoint a Council Member or Council Members to draft ballot arguments regarding the ballot measure; and
5. Take such other related action as may be desirable.

ATTACHED SUPPORTING DOCUMENTS:
1. Transient Occupancy Tax rates for comparable South Bay Cities and cities and counties in California
2. Resolution directing the City Attorney’s Office to prepare an impartial analysis of the ballot measure;
3. Resolution establishing requirements for ballot arguments filed with the City Clerk to be included with voter information for an election on April 12, 2016;
4. Resolution placing a proposition on the April 12, 2016 ballot with attached ordinance amending the municipal code.

FISCAL IMPACT: Varies based on City Council direction

Amount Budgeted:
Additional Appropriation: N/A
Account Number(s):

ORIGINATED BY: Mark Hensley, City Attorney
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

It is common for cities to charge a tax on persons staying in hotels and motels, also known as a Transient Occupancy Tax (TOT). Recent data shows that of the 493 cities in California, 443 assess a TOT. Tax rates charged vary. Statewide the mean TOT rate is 9.7% and the median rate is 10%. In Los Angeles County, the mean rate is 9.9% and the median rate is 10%. Focusing on cities adjacent to El Segundo and LAX or Long Beach Airport (see attached comparison), the average rate (including tourism assessments) is approximately 12.9%. The City of El Segundo’s TOT rate was set at 10% until 1996 when it was lowered to the current 8% rate. During its strategic planning workshops this year, the City Council decided to seek voter approval to increase the City’s TOT. As is explained below, the voters must approve of any increase to the City’s TOT.

The Council expressed interest in increasing the tax rate in order to enhance and establish a more predictable revenue structure for the City. In recent years, the City has seen reductions in services, reserve levels, and spending on facilities and infrastructure in order to balance the budget and maintain core services. While the City has managed its costs and the economy is slowly improving, there are still inadequate funds to address long-term facility and infrastructure needs. In addition to these infrastructure needs, the City will likely continue to see increased operating expenses as CALPERS reduces its investment return forecasts and passes additional costs on to member cities. Staff estimates that each 1% increase in the TOT will generate approximately $800,000, based on 2016 rates and room count. Based on the hotels that are currently under construction or in the planning stages, it is estimated that this number will increase to approximately $1,200,000 for each 1% increase by 2018.

Staff is recommending that the TOT remain a general tax, meaning the revenues can be used for general municipal purposes to be determined by future City Councils during the annual budget process. As a general tax, four Council Members’ votes are needed to pass the resolution and place the tax measure on the ballot. If Council decides to place the TOT increase on the ballot, then a majority vote of electorate is required to approve the proposed increase.

In preparation for this item, staff met with Chamber of Commerce representatives, as well as representatives from seven hotels located in the City. Following that discussion, the consensus among the hotel representatives present was that:

- The City’s current 8% TOT rate was comparatively low and there was a willingness to accept an increase in order to improve the City’s financial conditions.
- That a portion of the increase should be directed towards activities that enhance travel and tourism business in the City such as marketing, trade show attendance and events that increase overnight stays.
- That the hotel operators desire to have a role, or be involved in decisions related to marketing and tourism enhancement.
Based on this position, the hotel group recommended the City Council consider an increase in the TOT from 8% to 10.5% with .5% of the TOT being used annually for travel and tourism enhancement.

The above position is a recommendation for City Council’s consideration. The Council has the ability to determine that the rate should be higher or lower than 10.5%. As a general tax, the Council cannot establish that a specific percentage or dollar amount be used for a specific purpose, such as marketing. However, the Council can adopt a resolution indicating its intent to use the funds for certain purposes should the measure pass. Such an action is advisory and establishes the intent of the Council to the voters and future City Councils for their consideration when adopting annual city budgets.

**General Ballot Measure Information**

**Impartial Analysis**

The Council may, but is not required to, direct the City Attorney to prepare an impartial analysis of the measure. The analysis must show both the effect of the measure on existing law and its operation. The analysis cannot exceed 500 words and must precede the arguments for and against the measure on the sample ballot.¹

**Ballot Arguments**

The following persons may write an argument, not exceeding 300 words, for or against the measure:

1. The City Council;
2. Council Members authorized by the City Council;
3. Voters eligible to vote on the measure (i.e., a registered voter in the City);
4. A bona fide citizens' association; or
5. Any combination of voters and associations.

An argument cannot be accepted unless it is accompanied by the name(s) of the person(s) submitting it. If an organization submits an argument, it must include the organization's name and the name of at least one principal officer.² Only the first five signatures appearing with an argument will be printed on the sample ballot.³

The City Clerk must select a reasonable deadline for submitting arguments, taking into account that voters must be allowed to examine the elections material for at least 10 calendar days before printing.⁴

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¹ Elec. Code §9280.
² Elec. Code §9283.
³ Id.
⁴ Elec. Code §§ 9286 and 9295.
One argument for the measure and one argument against the measure must be printed on the sample ballot. If there is more than one argument submitted, the City Clerk must select from among them. The City Clerk must give preference and priority to arguments in the following order:

1. The City Council, or Council Members authorized by the Council.
3. Individual voters eligible to vote on the measure.

Rebuttal Arguments

If the City Council adopts the provisions in Elections Code § 9285(a) by majority vote before the election, rebuttal arguments may be included on the sample ballot. If the Council adopts provisions of that section, the following rules apply:

- The City Clerk must send copies of the argument supporting the measure to opponents of the measure, and must send copies of the argument against the measure to measure proponents. Each side is then entitled to submit a rebuttal argument, not exceeding 250 words.

- Rebuttal arguments must be submitted within ten (10) days after the deadline for filing direct arguments. Each rebuttal argument must be printed immediately following the direct argument it seeks to rebut.

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5 Elec. Code §9282.
7 Elec. Code § 9285(b).
8 Elec. Code § 9285.
9 Id.
Transient Occupancy Tax Comparison

Average of Other Cities
12.9%

*City has an assessment district for tourism-related marketing.
### Transient Occupancy Tax Rates

#### California Cities and Counties

*County rates applied in unincorporated areas*

*Computations by CaliforniaCityFinance.com from State Controller data.*

**Revised March 1, 2015**

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Population served by>

% of city population>

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**11/6/2012**

inc 11/3/2009 incl 3% for Parks

**11/3/2009**

Nov-10

3% restr to beach mtc & tourism

**11/3/2009**

**SOURCE**: Coleman Advisory Services

**Computations using State Controller reports**

**CaliforniaCityFinance.com**
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**SOURCE**: Coleman Advisory Services computations using State Controller reports.
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12% on vacation rentals, 2% diff goes to beach mntnc

11/3/2009

SOURCE: Coleman Advisory Services computations using State Controller reports

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SOURCE: Coleman Advisory Services
computations using State Controller reports

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6/8/2010

11/9/2009

SOURCE: Coleman Advisory Services
computations using State Controller reports

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SOURCE: Coleman Advisory Services
computations using State Controller reports
RESOLUTION NO. ____

A RESOLUTION DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE BALLOT MEASURE REGARDING THE EL SEGUNDO TRANSIENT OCCUPANCY TAX.

The City Council of the city of El Segundo resolves as follows:

SECTION 1: Pursuant to Elections Code § 9280, the City Clerk is directed to transmit a copy of the ballot measure regarding the transient occupancy tax to the City Attorney for an impartial analysis.

SECTION 2: Upon receiving the ballot measures, the City Attorney is directed to prepare an impartial analysis of the measures showing their effect, if any, on existing law and the operation of the measures. Such analysis must not be more than 500 words.

SECTION 3: The City Clerk is directed to have the City Attorney’s analysis printed before the arguments for and against the measures. Immediately below the impartial analysis, in not less than 10 point bold type, the City Clerk should have the following language printed: “The above statement is an impartial analysis of Measure B. If you desire a copy of the legislation affected by this measure, please call the City Clerk’s office at (310) 524-2307 and a copy will be mailed at no cost to you.”

SECTION 4: Pursuant to 42 U.S.C. § 1973aa-1a., the City Clerk will:

A. Translate the City Attorney’s analysis into Spanish;

B. Make translated copies of the City Attorney’s analysis publicly available;

SECTION 5: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 6: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of ________________, 2015.

__________________________
Suzanne Fuentes,
Mayor

-1-

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November 23, 2015
Approved as to form:
Mark D. Hensley, City Attorney

By: Karl H. Berger, Assistant City Attorney
RESOLUTION NO. ___

A RESOLUTION ESTABLISHING REQUIREMENTS FOR BALLOT ARGUMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR AN ELECTION ON APRIL 12, 2016.

The City Council of the city of El Segundo resolves as follows:

SECTION 1: Pursuant to Elections Code § 9281, qualified voters may submit arguments for and against the ballot measures, in addition to rebuttal arguments, for the April 12, 2016 election on forms provided by the City Clerk.

SECTION 2: Arguments filed in accordance with this Resolution must comply with the following requirements in accordance with Elections Code §§ 9282, 9283, 9285, and 9286:

A. Arguments must be in writing and not exceed three hundred (300) words except for rebuttal argument which may not exceed two hundred and fifty (250) words;

B. Arguments may be submitted by the City Council; any councilmember authorized to submit an argument by the City Council; any individual voter eligible to vote on the measures; any bona fide association of citizens; or any combination of voters and associations;

C. Arguments must be typewritten in at least a 12 point font;

D. Arguments may not include underlining, italics, asterisks, or other, similar, type of formatting;

E. Arguments must be accompanied by the printed name and signature or printed names and signatures of the person or persons submitting it, or, if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers.

F. If more than five (5) signatures accompany an argument, only the first five (5) will be printed.

G. Arguments for or against the ballot measures must be received in the City Clerk’s office not later than December 15, 2015 [88 days before election]. Rebuttal arguments must be received not later than December 28 [10 days after initial arguments].

-1-

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November 24, 2015
SECTION 4: Pursuant to 42 U.S.C. § 1973aa-1a., the City Clerk will:
   A. Translate all ballot arguments into Spanish;
   B. Make translated copies of ballot arguments publicly available;

SECTION 5: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 6: This Resolution will become effective immediately upon adoption.

   PASSED AND ADOPTED this ___ day of ______________, 2015.

   ________________
   Suzanne Fuentes, Mayor

   ATTEST:

   ________________
   Tracy Weaver, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:
   ________________
   Karl H. Berger,
   Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA  )  SS
COUNTY OF LOS ANGELES )  SS
CITY OF EL SEGUNDO  )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. ______ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held
on the _____ day of _____________, 2015, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _____ day of _____________, 2015.

Tracy Weaver, City Clerk
Of the City of El Segundo,
California
(SEAL)
RESOLUTION NO. ______

A RESOLUTION PLACING A BALLOT MEASURE ON THE APRIL 12, 2016 BALLOT PURSUANT TO ARTICLE XIIIIC, § 2(B) OF THE CALIFORNIA CONSTITUTION; ELECTIONS CODE § 9222; AND GOVERNMENT CODE §§ 53723 AND 53724 REGARDING TRANSIENT OCCUPANCY TAXES ("HOTEL TAX").

The City Council of the city of El Segundo resolves as follows:

SECTION 1: Pursuant to Article XIIIIC, § 2(b), of the California Constitution; Elections Code § 9222; and Government Code §§ 53723 and 53724, the City Council places a proposition ("ordinance") on the ballot for a previously called general municipal election to be held in the city of El Segundo on Tuesday, April 12, 2016.

SECTION 2: A copy of the ordinance to be considered by the voters is attached as Exhibit "A," and is incorporated by reference. This ordinance is approved by the City Council through adoption of this Resolution. The ballot measures will be designated as Measure A on the ballot.

SECTION 3: Pursuant to Elections Code §§ 9222 and 13119 the exact form of the question to be voted on at the election as it should appear on the ballot is as follows:

| SHALL THE HOTEL TAX MEASURE WHICH INCREASES TRANSIENT OCCUPANCY TAXES ON LODGING BY XX% FOR ALL CITY SERVICES BE ADOPTED? | Yes ☐ | No ☐ |

SECTION 4: The City Clerk is directed to forward a copy of this Resolution to the City Attorney for purposes of preparing a Title and Summary in accordance with the Elections Code.

SECTION 5: Pursuant to 42 U.S.C. § 1973aa-1a., the City Clerk will:

A. Translate all ballot statements into Spanish;

B. Make translated copies of ballot statements publicly available.

SECTION 6: The polls will open at 7 a.m. on election day and remain open until 8 p.m.

SECTION 7: The City Council Chamber, 350 Main Street, El Segundo, is designated
the Central Counting Place where all ballots of the election will be tallied.

SECTION 8: The City Clerk is authorized to canvass the returns of the Municipal Election. The election will be held in all respects as if there were only one election, and only one form of ballot will be used.

SECTION 9: The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 10: In accordance with Government Code § 53724 this Resolution must be adopted upon a two-thirds (2/3) vote and will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of December, 2015.

Suzanne Fuentes, Mayor
ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: Karl H. Berger,
Assistant City Attorney
ORDINANCE NO. ______

A PROPOSITION AMENDING EL SEGUNDO MUNICIPAL CODE § 3-4-3 TO INCREASE THE TRANSIENT OCCUPANCY TAX TO FUND GENERAL MUNICIPAL SERVICES INCLUDING, WITHOUT LIMITATION, POLICE PROTECTION AND CRIME SUPPRESSION SERVICES, FIRE PREVENTION AND SUPPRESSION SERVICES, AND PARK AND RECREATION FACILITIES AND SERVICES.

The people of the city of El Segundo do hereby ordain as follows:

SECTION 1: El Segundo Municipal Code ("ESMC") § 3-4-3(A) (Imposition Rate) is amended in its entirety to read as follows:

“A. Tax Imposed: For the privilege of occupancy in any hotel, each transient is subject to and must pay a tax of XX percent (XX%) of the rent charged by the operator.”

SECTION 2: INTERPRETATION. This Proposition must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, subsection, sentence, clause, phrase, part, or portion of this Proposition is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Proposition. The voters declare that this Proposition, and each section, subsection, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Proposition is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Proposition that can be given effect without the invalid application.

SECTION 3: SEVERABILITY. If any portion of this Proposition is held by a court of competent jurisdiction to be invalid, the remainder of the proposition and the application of such provision to other persons or circumstances shall not be affected thereby. We the People indicate our strong desire that: (i) the City Council use its best efforts to sustain and reenact that portion, and (ii) the City Council implement this Proposition by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Proposition, and then adopting or reenacting such portion as necessary or desirable to permit the planning and development of the Project.

SECTION 4: CONSTRUCTION. This Proposition must be broadly construed in order to achieve the purposes stated in this Proposition. It is the intent of the voters that the provisions of this Proposition be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Proposition.

SECTION 5: ENFORCEABILITY. Repeal of any provision of the El Segundo Municipal
Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 6: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this Ordinance will be rendered void and cause such previous ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 7: EFFECTIVE DATE. This Proposition will enact and impose a general tax. Accordingly, it will be submitted to a general municipal election on April 12, 2016 for voter approval. If a majority of voters vote in favor of this Proposition, it will become valid and binding ten days after the date that the City Council certifies the election results in accordance with Elections Code § 9217.

SECTION 8: The Mayor will sign this Proposition and the City Clerk will attest and certify to the passage and adoption of this Ordinance if a majority of the voters voting in the City's general election on April 12, 2016 approve the proposition asking whether the voters approve this Proposition.

PASSED AND ADOPTED this ___ day of ________, 2016.

____________________________
_____, Mayor
ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: Karl H. Berger, Assistant City Attorney
EL SEGUNDO CITY COUNCIL

MEETING DATE: November 17, 2015

AGENDA STATEMENT AGENDA HEADING: Reports of Committees, Commissions and Boards

AGENDA DESCRIPTION:

Consideration of request by the Community Cable Advisory Committee for possible action to adopt a Resolution approving the use of City Cable TV broadcast facilities for the production, broadcast and distribution of Candidate Video Statements for use during local elections and adopting guidelines therefor (Fiscal Impact: $1,100 estimated per election year)

RECOMMENDED COUNCIL ACTION:

1. Adopt the Resolution.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution and Exhibit A - Local Municipal Election Candidate Video Statement Guidelines

FISCAL IMPACT: Estimated $1,100 per election year to be absorbed in adopted budget

Amount Budgeted: $0
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Dan O'Toole, Community Cable Program Manager
REVIEWED BY: Meredith Petit, Director of Recreation & Parks
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On July 16, 2013, the Community Cable Advisory Committee presented an item to the City Council establishing policies and defining the use of the City of El Segundo’s Community Cable broadcast facilities for the production of local candidate statements, statements regarding local ballot measures, and third-party sponsored debates/forums. At that time, some members of the City Council expressed concerns related to the topics of local ballot measure statements and third-party sponsored debates/forums. Ultimately, the City Council voted to create a subcommittee to review the proposed Resolution.

Due to the lack of support for those sections of the Resolution (debates/forums and ballot measure statements), the Community Cable Advisory Committee now recommends removing them from the original Resolution to focus solely on Candidate Video Statements. The proposal is to expand upon the existing written Candidate Statements currently provided in the Voter Information Pamphlet to also include an electronic video statement opportunity.

A primary core service of the Community Cable Division is to provide El Segundo residents with open government information and programming. The resolution’s goal is to increase voter awareness of local elections utilizing electronic broadcast mediums while ensuring a neutral and
equal opportunity for all candidates. With the increased capabilities of electronic media, the public can access information in new and improved ways.

With the next local election taking place in April 2016 and the filing period for candidates occurring between mid-December and mid-January, the Community Cable Advisory Committee requests the City Council approve the program and Resolution. The Resolution would adopt the attached document entitled “Local Municipal Election Candidate Video Statement Guidelines,” which provides more detailed information on the procedures and rules for the new program.

If the program and guidelines are approved, the candidates that are registered on the ballot will be given an opportunity to appear on video and held to the same standards set forth in election codes for the written statement. The proposed Guidelines also apply to “write-in candidates,” which refers to candidates who submit certain forms to the City Clerk’s office no later than 14 days prior to the Election, pursuant to a procedure established in Elections Code § 8600 et seq. The Community Cable production staff will not edit or modify the video recording.

On October 13, 2015, the Community Cable Advisory Committee approved the revised Resolution and Statement Guidelines and requested staff to submit a request for City Council’s approval to adopt the Resolution.
RESOLUTION NO. ____

A RESOLUTION APPROVING THE USE OF CITY CABLE BROADCAST FACILITIES FOR THE PRODUCTION AND BROADCAST OF LOCAL ELECTION CANDIDATE STATEMENTS AND ADOPTING GUIDELINES THEREFOR

The City Council of the city of El Segundo does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

A. It is in the public interest for the citizens living within the City to be informed regarding local municipal elections through the televised broadcast of recorded statements by candidates for local elected office during local election campaigns.

B. The City maintains video recording and cable broadcasting facilities, equipment and personnel for the purpose of public education and information dissemination.

C. It is in the public interest for the City to allow qualified candidates to use the City's television and cablecasting facilities to cablecast statements.

D. The production and broadcast of all video recordings must be accomplished in a neutral and nonpartisan manner for the primary purpose of educating and informing the public.

SECTION 2: Approval of the Program. The City will facilitate, at its cost, the production and cablecast of local municipal election candidate statements in accordance with the requirements of the Elections Code and as designated by applicable City Council Resolution during local election campaigns. The City Council reserves its absolute discretion to approve or disapprove any public funding of local municipal election candidate statements.


SECTION 4: Authorization. The City Council further authorizes the City Manager or designee to promulgate additional, appropriate administrative policies and procedures for producing, broadcasting, and facilitating local municipal election candidate statements, provided that such policies and procedures do not conflict with the approved guidelines.
SECTION 5: This Resolution will become effective immediately upon adoption and will remain effective unless superseded or repealed.

PASSED AND ADOPTED this ___ day of ____________ , 2015.

__________________________
Suzanne Fuentes, Mayor

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES )
CITY OF EL SEGUNDO )

I, Tracy Sherrill Weaver, City Clerk of the City of El Segundo, California, hereby certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the day of ____________ , 2015, and the same was so passed and adopted by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

__________________________
Tracy Sherrill Weaver, City Clerk

APPROVED AS TO FORM:

__________________________
Mark D. Hensley, City Attorney
CITY OF EL SEGUNDO
LOCAL MUNICIPAL ELECTION CANDIDATE VIDEO STATEMENT GUIDELINES

(ADOPTED BY THE CITY COUNCIL ON ________, 2015; RESO NO. _____)

Candidates for local municipal elections may record a five-minute long candidate video statement. The recording of a statement is voluntary. These guidelines establish the procedures and requirements for the production and broadcast of the statements on El Segundo TV. The City Council authorizes the City Manager or his designee to promulgate any additional policies or procedures needed to effectuate this program, provided that such policies or procedures do not contradict these guidelines.

Guidelines

Eligibility

- The following individuals are eligible to record a video statement (collectively, "Eligible Individuals"): 
  - Candidates – persons qualified to have their names listed on the ballot as a candidate for municipal elective office of the City of El Segundo in accordance with Elections Code §§ 10220-10230 and §§ 10600-10604.
  - Qualified write-in candidates – if there is reasonably sufficient time to schedule a video statement in accordance with these regulations, persons qualified to have written votes on their behalf counted for election to local office in accordance with Elections Code §§ 8600, et seq. and Elections Code §§ 15350, et seq.

Production of Recorded Video Statements

- The City Manager, or designee, will contact Eligible Individuals after receiving the sample ballot and/or upon notification of a qualified write-in candidate by the City Clerk.

- An Eligible Individual who chooses to record a video statement is allocated a one-hour time slot during which time he or she may access the El Segundo TV facilities, record his or her video statement, and review and select the version he or she wishes to use if multiple versions are recorded.

- Video statements will be for up to five-minutes in length. The Eligible Individual is responsible for the reading length of their statement.

- The Eligible Individual may supply a Word document of his or her speech for uploading to a teleprompter to use for their video statement taping.

- Eligible Individuals may have one supporter present during the videotaping. However, supporters will not be allowed on camera or heard on the sound track. Such involvement by a supporter will result in disqualification of the video statement for broadcast purposes.
• No visual or audio aids are allowed on camera (this includes campaign buttons, banners, charts, graphs, audio effects or similar aids).

• El Segundo TV staff provides no content editing, with the exception that the El Segundo TV Program Manager may refuse to transmit a statement or a portion of a statement which he or she reasonably believes contains obscenity.

• The role of El Segundo TV staff during production is limited to ensuring that basic settings and production standards are met for each video statement (e.g., camera angle, lighting, sound).

• If more than one version of the video statement is taped during the session, the candidate or spokesperson must confirm in writing their preference of which version they would like to be included in the program before leaving the studio.

• Individuals who choose to record a video statement may not attend other taping sessions or preview other video statements recorded for the same election.

  **Broadcast of Recorded Video Statements**

• Video statements are also viewable on the city's website via video streaming technology.

• The Election Video Program is viewable on El Segundo TV. Weekly scheduling times for the Election Video Program are established by the El Segundo TV Program Manager or his or her designee.

• The following disclaimer will appear before each broadcast of the Election Video Program:

  "The views expressed by the participants in this program do not necessarily reflect those of the City of El Segundo or its employees. The following recordings are for the sole purpose of the El Segundo Election Video Program and are not to be used for other purposes."

• Eligible Individuals must execute a hold harmless agreement, in a form approved by the City Attorney, which releases all claims against; indemnifies; and holds harmless the City of El Segundo, its elected and appointed officials, employees, and contractors.

• The Elections Code has specific rules with regard to written candidate statements (E.C. § 13307). For example, written candidate statements are to be focused on the candidate's own personal background and qualifications, and not on another candidates' qualifications, character or activities. Candidate statements may be subject to civil or criminal actions because of any false, slanderous or libelous statements (E.C. § 13307(d)).
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<td>117</td>
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TOTAL WARRANTS: $1,111,020.79

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Finance's office in the City of El Segundo.

I certify as to the accuracy of the Demands and the availability of fund for payment thereof.

For Approval: Regular checks held for City council authorization to release.

CODES:

R = Computer generated checks for all non-emergency/urgent payments for materials, supplies and services in support of City Operations.

VOID CHECKS DUE TO ALIGNMENT: N/A

VOID CHECK DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES:

A = Payroll and Employee Benefit checks.

B - F = Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expenses, various refunds, contract employee services consistent with current contractual agreements, instances where prompt payment discounts can be obtained or late payment penalties can be avoided or when a situation arises that the City Manager approves.

H = Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

FINANCE DIRECTOR:

CITY MANAGER:

DATE: 11-23-15

DATE: 11-25-15

[Signatures]
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
11/2/15 THROUGH 11/15/15

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<th>Date</th>
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<td>Federal 941 Deposit</td>
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<td>SCMA checks issued</td>
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<td>Claim checks issued</td>
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<td>11/9/15-11/15/15</td>
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DATE OF RATIFICATION: 11/16/15
TOTAL PAYMENTS BY WIRE:

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II 11/16/15

Director of Finance 11-24-15

City Manager 11-25-15

Information on actual expenditures is available in the City Treasurer’s Office of the City of El Segundo.
AGENDA DESCRIPTION:
Consideration and possible action to receive and file this report regarding emergency work to repair dwelling units at the Park Vista Senior Housing Facility due to water intrusion without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC")§ 1-7-12 and 1-7A-4. (Fiscal Impact: $50,000.00)

RECOMMENDED COUNCIL ACTION:
(1) Receive and file this report regarding emergency work to repair dwelling units at the Park Vista Senior Housing Facility due to water intrusion without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC")§ 1-7-12 and 1-7A-4.
(2) Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $50,000.00
Additional Appropriation: No
Account Number(s): 405-400-0000-6215 (Facilities Maintenance: Repairs and Maintenance)

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works
REVIEWED BY: Gregg Kovacevich, Assistant City Attorney
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
As reported at the last City Council meeting, staff pursued the alternative option of raising the headers and reinstalling the sliding glass doors in the three northern units. This approach will create a larger elevation threshold between the sliding glass doors and adjacent balcony, which should prevent water from seeping into the unit during rain events. Although we had hoped to start construction in November, there were a few details to be worked out regarding ADA compliance. Construction should commence and be completed in December pending assistance from the Cadman Group.

Public Contracts Code § 22050 (c) requires that the City Council receive updates at every regularly scheduled meeting until the emergency repair is completed. Therefore, staff recommends that City Council receive and file this report on the status of the emergency repair to address the water intrusion issues at Park Vista Senior Housing Facility.
AGENDA DESCRIPTION:
Consideration and possible action to waive the bidding process per El Segundo Municipal Code §§1-7-10 and 1-7-11 and award a contract to Zoll Medical Corporation, for the purchase and preventative maintenance of two (2) replacement monitors manufactured by Zoll Medical Corporation. (Fiscal Impact: $66,170)

RECOMMENDED COUNCIL ACTION:
1) Pursuant to El Segundo Municipal Code §§1-7-10 and 1-7-11, waive the formal bidding process and award a contract to Zoll Medical Corporation for the purchase and preventative maintenance of two (2) replacement monitors.
2) Authorize the City Manager to execute an amendment to the existing onsite services agreement with Zoll Medical Corporation, and to incorporate two additional monitors to be covered for preventative maintenance, in a form approved by the City Attorney.
3) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Non-Competitive (Sole Source) Procurement Request
2. Zoll Medical Corporation quote and insurance requirements
3. Internal Services Department Term Contract Award with Zoll Medical Corporation
4. Internal Services Department Bid Solicitation (RFB-IS-15200475-1)

FISCAL IMPACT: $66,170 Included in Adopted Budget

| Amount Budgeted: | $66,170 |
| Additional Appropriation: | None |
| Account Number(s): | 601-400-3203-8104 Equipment Replacement 001-400-3203-5204 Equipment Replacement |

ORIGINATED BY: Carol Lynn Anderson, Sr. Management Analyst
REVIEWED BY: Breck R. Slover, Interim Fire Chief
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The City of El Segundo has used Zoll Medical Corporation monitors/defibrillators exclusively for over twenty years for neonatal, pediatric and adult patients. The Fire Department’s existing monitors range from between being ten to fifteen years old. On July 7, 2015, the City Council awarded a contract to Zoll for the replacement of four (4) of its six (6) existing monitors used by the El Segundo Fire Department. At the August 03, 2015, Strategic Planning Session, two additional monitors were approved and budgeted for purchase in the FY15/16 budget.
The Department would now like to replace the two (2) remaining monitors/defibrillators. Although the monitors still function, newer technology provides better and more accurate information to assess patient care and determine patient outcome.

In March 2015, Los Angeles County went out to bid to procure monitors/defibrillators and Zoll Medical Corporation was selected and awarded a three year contract (RFB IS-15200475-1). The El Segundo Fire Department would like to utilize this contract due to the price reasonableness and competitive pricing negotiated by Los Angeles County. Due to the economies of scale, the City will benefit from the reduced cost per unit negotiated by Los Angeles County. The City has accumulated a portion of the money in equipment replacement and budgeted the remaining amount in order to allow us to replace the remaining two (2) units. Because of the existing contract between Los Angeles County and Zoll Medical, staff request the City Council consent to the City “piggy-backing” on the existing contract, as allowed by ESMC § 1-7-11.

In addition, the City Council may waive typical bidding requirements if the equipment is available from only one vendor as supported by appropriate documentation (ESMC § 1-7-10). As demonstrated by the attached Non-competitive (Sole Source) Procurement Request, staff recommends continued use of Zoll Medical Corporation equipment because of their proven quality and the benefit of user familiarity with the units being made by the same manufacturer. Although the new units are enhanced to provide greater diagnostics, and Wi-Fi capability, the basic operation of the new units remain the same. This equipment will reduce training efforts and assure consistent operating knowledge of the upgraded units. Accordingly, staff request the City Council waive the purchasing procedures and award the contract to Zoll Medical Corporation.
NON-COMPETITIVE PROCUREMENT REQUEST

<table>
<thead>
<tr>
<th>Date:</th>
<th>10/27/2015</th>
<th>Vendor/Brand Name:</th>
<th>Zoll Medical Corporation</th>
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<tr>
<td>Requisition #:</td>
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<td>Estimated Dollar Amount:</td>
<td>$66,170</td>
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</tbody>
</table>

When a request is made for a non-competitive purchase and the specifications limit the bidding to one source and/or one brand or trade name, the requesting department must complete the following. The form should be authorized by the next highest signature authority for the dollar value of the purchase. Also, please include a description of the good(s) or service(s) requested.

I. Please check one of the following:

1. ☑ SOLE SOURCE: Goods or services are available from one source only.
   
   What are the unique performance features of the product/brand requested that are not available in any other product/brand? For services: What unique qualifications, rights, licenses, etc. does this vendor possess?

   The El Segundo Fire Department would like to piggyback off of this newly awarded contract with Los Angeles County and Zoll Medical Corporation to procure replacement monitors/defibrillators. The unique performance features of the Zoll X Series Monitors/Defibrillators include:

   a) Universal defibrillator for all modes: 1) neonatal; 2) pediatric, and 3) adult patients;
   b) Only device with the latest technology measuring carbon monoxide levels through the Pulse Co-oximetry technology;
   c) Built-in Wi-Fi for uploading into electronic patient care reporting (ePCR) system;
   d) Current charging system will handle current and new 4-hour rechargeable batteries;
   e) Only device with high contrast and night vision goggle (NVG) display, to improve operational safety and use during evening hours.
   f) Only device to partner with Welch Allyn to provide synchronizing R-wave on an ECG; giving the most accurate blood pressure reading.
   g) Artifact indicator displaying when outside influences affect blood pressure readings including but not limited to electronic interference, noise, EKG or blood pressure abnormalities.
   h) Vendor provides free advanced level and 12-Lead training.
   i) History of past-performance for responsiveness. Depth/rate/integration features are consistent with existing equipment. There is no need to replace existing EKG, SP02 cables, CO2, or blood pressure cuffs as they are interchangeable.
   j) Functionality is consistent with current training protocols and is in alignment with existing equipment.

2. ☐ SOLE BRAND: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only.
   
   Why are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular good/service?

3. ☐ STANDARDIZATION REQUEST: The City requires the item(s) to standardize parts, design, quality, etc...
   
   If justification is based on matching with existing equipment, list the quantity, manufacturer, brand, and model of the existing equipment, and why the matching is required.
4. □ NON-COMPETITIVE RECOMMENDATION: Examples include time constraints, pre-qualified suppliers/contractors, and quality/reliable performance history.

What are the special reasons, circumstances, or conditions that make a competitive purchase unfeasible and outside of the City's policies and procedures?

I am aware of City of El Segundo's policy for competitive bidding and the established criteria for a new Competitive Purchase Request.

Requestor: [Signature] Date: [Date]
Director: [Signature] Date: [Date]
Supervisor: [Signature] Date: [Date]
Finance: [Signature] Date: [Date]
Manager: [Signature] Date: [Date]
City Mgr.: [Signature] Date: [Date]
### ORDER

**TO:** El Segundo Fire Department  
314 Main Street  
El Segundo, CA 90245  
Attn: Carol Lynn Anderson  
Management Analyst  
email: canderson@elsegundo.org  
Tel: 310 722-2372

---

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<tr>
<th>ITEM</th>
<th>MODEL NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>DISC PRICE</th>
<th>TOTAL PRICE</th>
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<td>X Series® Manual Monitor/Defibrillator</td>
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- **Description:** $14,995 with 4 trace tri-mode display monitor/defibrillator/printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.

- **Accessories Included:**
  - Six (6) foot 3-Lead ECG cable
  - MFC cable
  - MFC CPR connector
  - A/C power adapter/battery charger
  - A/C power cord
  - One (1) roll printer paper
  - 6.6Ah Li-ion battery
  - Carry case
  - Declaration of Conformity
  - Operator's Manual
  - Quick Reference Guide
  - One (1)-year EMS warranty

- **Advanced Options:**
  - Real CPR Help Expansion Pack: $995
  - CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)
  - See-Thru CPR artifact filtering
  - ZOLL Noninvasive Pacing Technology: $2,550
  - Masimo Pulse Oximetry

---

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's & C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's & C's. Any modification of the ZOLL T's C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

---

1. **DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.**  
2. **PRICES QUOTED ARE VALID FOR 60 DAYS.**  
3. **APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.**  
4. **ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.**  
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**  
6. **ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT IN AGREED UPON TERMS.**  
7. **PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.**

---

**ZOLL Medical Corporation**  
Worldwide Headquarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID #: 04-2711626

**DATE:** October 27, 2015  
**TERMS:** Net 30 Days  
**FOB:** Shipping Point  
**FREIGHT:** Free Freight

---

**Page 1**  
**Subtotal:** $56,028.00

---

Bryan Pank  
Sr. EMS Account Executive  
800-242-9150, x9218
TO:  El Segundo Fire Department  
314 Main Street  
El Segundo, CA 90245  
Attn: Carol Lynn Anderson  
Management Analyst  
email: canderson@elssegundo.org  
Tel: 310 722-2372  

ZOLL Medical Corporation  
Worldwide Headquarters  
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Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID #: 04-2711626  

**QUOTATION 202456 V:1**  
**DATE:** October 27, 2015  
**TERMS:** Net 30 Days  
**FOB:** Shipping Point  
**FREIGHT:** Free Freight

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<td>$49.95</td>
<td>$34.97</td>
<td>$69.94 *</td>
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</table>

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER;  
2. PRICES QUOTED ARE VALID FOR 60 DAYS  
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING;  
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL;  
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015  
   OR EMAIL TO ESALES@ZOLL.COM.  
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.  

Page 2
**TO:** El Segundo Fire Department  
314 Main Street  
El Segundo, CA 90245  
**Attn:** Carol Lynn Anderson  
Management Analyst  
**email:** canderson@elsegundo.org  
**Tel:** 310 722-2372

---

**ZOLL Medical Corporation**  
Worldwide Headquarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID #: 04-2711626  
**QUOTATION** 202456 V:1  
**DATE:** October 27, 2015  
**TERMS:** Net 30 Days  
**FOB:** Free Freight

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**Estimated Sales Tax 9%**  
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*Reflects Proposed LACFD Contract Pricing based off of Bid quote#179210.2 RFSB-IS-15200476.

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This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

1. **DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.**
2. **PRICES QUOTED ARE VALID FOR 60 DAYS**
3. **APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.**
4. **ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.**
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. **ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.**
7. **PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.**

---

Bryan Pank  
Sr. EMS Account Executive  
600-242-9150, x9216

---

456
1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described elsewhere in this document (collectively referred to as "Equipment"), at the terms and conditions herein. Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any terms and conditions on forms or orders provided by the Customer or (ii) any representations or warranties by any employee of ZOLL Medical Corporation or (iii) receipt or acknowledgment by ZOLL Medical Corporation of the Customer's purchase order or other writing. The Customer is authorized to inspect the Equipment before delivery to the Customer. Any such inspection shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer. See "Customer Agreement" for the terms and conditions of any waiver or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation, and the Customer shall be bound by all such terms and conditions, including all warranties and representations made by ZOLL Medical Corporation. ZOLL Medical Corporation expressly states that it is a waiver, change or modification of this Quotation or the Contract and (ii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation. If any loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts paid herein which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date as stated in the ZOLL Medical Corporation document.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or delivery that it deems reasonable and proper. ZOLL Medical Corporation, in its sole discretion, may rescind the entire order or any remaining portions thereof and may change the price of non-cancelable orders, by delivering a written notice of twenty percent (20%) of the original list purchase price, but not less than $50.00 per product. Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment and determining the appropriate list price.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales tax, excise, or other similar taxes or any duties or customs charges, or any ordering processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or duty levied or imposed on the sale or delivery of the equipment or services (including any similar tax or fee based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu there of the Customer may provide ZOLL Medical Corporation with a tax extraction document signed by the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service and in accordance with the accessories and electrodes. Any product warranties and services sold separately shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will charge a fee to Customer if the Customer detects a defect (a) ZOLL Medical Corporation's sole option any part of the Equipment found by ZOLL Medical Corporation to be defective under warranty; if ZOLL Medical Corporation's inspection defects no defects in material or workmanship; or (b) the Customer discovers a defect in the Customer's real property or equipment. Customer shall be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, such modification made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation; or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (iv) Warranty constitutes no obligation to repair or replace any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

7. SOFTWARE LICENSE. (a) As software (the "Software") which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the property of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this Quotation, or (e) customer may transfer the license hereunder only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation makes no representation or warranty that the Software and its associated memory commercially known as the Software and the Software includes all updates, extensions and modifications thereto, will meet Customer's requirements, except as set forth in section 7(f). ZOLL MEDICAL CORPORATION DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES WHETHER ORAL, WRITTEN, ORAL, IMPLIED OR STATUTORY AND ANY LIMITATION OF ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any Equipment or other goods referred to herein for failure to provide or delay in the delivery of the Software and/or any other events beyond the control of ZOLL Medical Corporation including, but not limited to acts of God, fire, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation facilities, or failure of suppliers or manufacturers of products manufactured by ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment of the Equipment shall be extended until delivery of such Equipment has been made or substituted as appropriate.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR IN ANY WAY RELATED TO THIS QUOTATION OR THE EQUIPMENT SOLD HEREBY WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be brought by the Customer or any third party on any claim that any of the Equipment or any software or other component furnished by ZOLL Medical Corporation infringes any claim of any United States or foreign patent. ZOLL Medical Corporation shall be responsible for all costs, reasonable attorneys' fees, as well as the costs and expenses of any settlement or defense. ZOLL Medical Corporation shall pay all judgment or settlement amounts resulting from any such suits. The Customer may report any such suits to ZOLL Medical Corporation.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in such shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall retain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation and must return the Equipment in their original packing materials in a condition acceptable to ZOLL Medical Corporation within thirty (30) days of such authorization. The Customer shall be responsible for any shipping and handling charges for the Equipment returned.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that it has all goods and services distributed pursuant to this Quotation produced and supplied in compliance with all applicable state and federal laws and regulations, including, but not limited to, the Federal Food, Drug, and Cosmetic Act of 1938 as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain all permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services with respect to the Equipment. In the event of such noncompliance, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or demand whatsoever made by the Customer in this Quotation or the Contract shall be discharged or impaired thereby.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the center and maintains such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product may result in ZOLL Medical Corporation retaining the right to the Equipment, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the ZOLL Medical Corporation, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the State of Massachusetts. Should any provision of the terms and conditions contained herein conflict with the terms and conditions of any prior agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in this Quotation, such terms or provisions shall be deemed to be incorporated by reference into the Quotation. If any representation or statement contained herein shall be deemed to be a warranty as a warranty or otherwise, the extent, timing, or manner of the performance of the obligations of the Purchaser pursuant hereto shall not be relevant to determining the meaning of this writing even though the acceptance hereof is conditioned upon such representation or statement or by the filling of the purchase order and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. In the event the party specifies that it is the intent to provide a quotation beyond the terms and conditions of any other order or other submission made by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer constitutes such assent. All cancellations and rescissions require a minimum of thirty (30) days notice.

ZOLL Medical Corporation
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Aon Risk Services South, Inc.
Atlanta GA Office
3565 Piedmont Rd NE, B1-G1, #700
Atlanta GA 30305 USA

INSURED
ZOLL Medical Corporation
and Subsidiaries
269 Mill Road
Chelmsford MA 01824-4105 USA

CERTIFICATE NUMBER: 570058510890

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested.

USER LICENSE No: 570058510890

A COMMERCIAL GENERAL LIABILITY

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL LIMITS</th>
<th>POLICY NUMBER</th>
<th>POLICY EXPIRY DATE</th>
<th>LIMITS</th>
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<tr>
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B AUTOMOBILE LIABILITY

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C UMBRELLA LIABILITY

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B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

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<th>TYPE OF INSURANCE</th>
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<td>PER STATUTE</td>
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D PRODUCTS LIABILITY

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<th>TYPE OF INSURANCE</th>
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<th>LIMITS</th>
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<tr>
<td>PRODUCTS LTD</td>
<td>N/A</td>
<td>Retro Date 10/1/2004</td>
<td>07/01/2015</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Products Liability - claims made coverage. Re: Premises/Operations. City of El Segundo is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of City of El Segundo in accordance with the policy provisions of the Workers' Compensation policy.

CERTIFICATE HOLDER

City of El Segundo
Attn: Carol Lynn Anderson
350 Main Street
El Segundo CA 90245-3813 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc.

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD.
### ADDITIONAL REMARKS SCHEDULE

**AGENCY CUSTOMER ID:** 57000057723  
**LOC #:**

**AGENCY**  
Aon Risk Services South, Inc.  
**NAMED INSURED**  
ZOLL Medical Corporation

**POLICY NUMBER**  
See Certificate Number: 570058510890

**CARRIER**  
See Certificate Number: 570058510890

---

**ADDITIONAL REMARKS**

This additional remarks form is a schedule to ACORD form,  
**FORM NUMBER:** ACORD 25  
**FORM TITLE:** Certificate of Liability Insurance

### INSURER(S) AFFORDING COVERAGE NAIC #

<table>
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<tr>
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<td>INSURER</td>
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</tbody>
</table>

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**ADDITIONAL POLICIES**  
If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

<table>
<thead>
<tr>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSD</th>
<th>SUBR WVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
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</thead>
<tbody>
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<td>D</td>
<td>EXCESS LIABILITY</td>
<td>79882432</td>
<td>EX Products Liab</td>
<td>07/01/2015</td>
<td>07/01/2016</td>
<td>Aggregate $5,000,000</td>
<td>Each Occurrence $5,000,000</td>
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</table>

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**ACORD 101 (2008/01)**  
© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
CALIFORNIA LIMITS OF LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The limits of our liability under Part Two of the policy are:

- Bodily Injury by Accident $1,000,000 or the amount shown in Item 3.B. of the Information Page, whichever is greater, each accident
- Bodily Injury by Disease $1,000,000 or the amount shown in Item 3.B. of the Information Page, whichever is greater, policy limit
- Bodily Injury by Disease $1,000,000 or the amount shown in Item 3.B. of the Information Page, whichever is greater, each employee

This change applies to the insurance this policy provides for California operations only.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No. 
Insured 
Insurance Company 
Countersigned by 

DATE OF ISSUE: 01-12-15 ST ASSIGN: 

Page 1 of 1
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 01.00% of the California workers' compensation premium.

Schedule

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.</td>
<td></td>
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</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Effective</th>
<th>Policy No.</th>
<th>Endorsement No.</th>
<th>Premium</th>
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<tbody>
<tr>
<td>Insured</td>
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<tr>
<td>Insurance Company</td>
<td></td>
<td>Countersigned by</td>
<td>W. Johnson</td>
</tr>
</tbody>
</table>

DATE OF ISSUE: 04-22-15  ST ASSIGN: 001
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 07/01/15 at 12:01 A. M. standard time, forms a part of Policy No. (16)7174-99-22 of the PACIFIC INDEMNITY COMPANY issued to ASAHI KASEI AMERICA, INC.

Endorsement No.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT

Reference Copy
Name & Mailing Address of the Insured
ASAHI KASEI AMERICA, INC.
800 THIRD AVENUE 30TH FLOOR
NEW YORK NY 10022
FEIN 132698638

Name & Address of the Producer
AON RISK SERVICES SOUTH, INC.
3565 PIEDMONT RD NE S700
ATLANTA GA 30305
Producer Number 6-32811 999

Attached to and Forming Part of
Policy Number (16)7174-99-22
Policy Period 07/01/15 to 07/01/16
Effective Date 07/01/15

Name of Company PACIFIC INDEMNITY COMPANY
Endorsement Number

EXTENSION OF INFORMATION PAGE
ITEM 1.
NAMED INSURED

It is agreed that Item 1 of the Workers Compensation and Employers Liability Policy Information Page includes the following Named Insureds:

NAME OF INSURED F.E.I.N.,

0001 ASAHI KASEI AMERICA, INC. 132698638
0002 ASAHI KASEI PLASTICS AMERICA, INC. 133498415
0003 CRYSTAL IS, INC. 331222464 NJTIN: 331222464000
0004 ASAHI KASEI PHARMA AMERICA CORPORATION 204815608
0005 ASAHI KASEI BIOPROCESS AMERICA, INC. 263768762
0006 ASAHI KASEI MEDICAL AMERICA, INC. 201196096
0007 ASAHI KASEI PLASTICS NORTH AMERICA, INC. 381842563
0008 SUN PLASTECH INC. 223449513 NJTIN: 223449513000
0009 ZOLL MEDICAL CORPORATION 042711626 NJTIN: 042711626000
0010 ZOLL DATA SYSTEMS, INC. 650461124 NJTIN: 650461124000
0011 AKM SEMICONDUCTOR, INC. 770404174 NJTIN: 770404174000
0012 ADVANCED CIRCULATORY SYSTEMS, INC. 411688649
0013 FAIRFIELD PL, WEST CALDWELL NJ (F/K/A IMPACT) 042711626 NJTIN: 042711626000
0014 ZOLL SERVICES, LLC 201121194 NJTIN: 201121190000
0015 ZOLL CIRCULATION, INC. 943267204 NJTIN: 943267204000
0016 ZOLL MANUFACTURING CORPORATION 464199272
0017 BIO-DETEK, INCORPORATED 043058832
0018 EN-PRO MANAGEMENT INC. 113683395
0019 ZOLL LIFEVEST HOLDINGS LLC 474199272

All Other Terms and Conditions Remain Unchanged

Reference Copy

Authorized Representative

Issue Date 06/25/15 BOS CLD

WC 00 00 01A (Rev. 5-88)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED - AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE

This endorsement applies to the following states:
AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL,
GA, HI, ID, IL, IN, IA, KS, KY, LA, ME,
MD, MA, MI, MN, MS, MO, MT, NE, NV, NH,
NJ, NM, NC, ND, OH, OK, OR, PA, PR, RI,
SC, SD, TN, TX, UT, VT, VI, VA, WA, WV,
WI, WY

AMENDED- AUTOMATIC ADDITIONAL INSURED

Paragraph 11., Automatic Additional Insureds, of The General Liability Extended Coverage Endorsement, is replaced by the following:

11. Automatic Additional Insureds
   a. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization, if:

   (1) You are required to do so under a written contract, agreement or permit, or

   (2) Your insurance producer issues a certificate of insurance on your behalf evidencing additional insured status to the certificate holder.
but only with respect to liability arising out of your operations or premises owned by or rented to you.

b. However, the insurance provided by this paragraph for Automatic Additional Insureds does not apply to:

(1) Any written contract or agreement or any certificate of insurance that was executed subsequent to the "bodily injury", "property damage", "personal injury" or "advertising injury";

(2) Any permit that was issued subsequent to the "bodily injury", "property damage", "personal injury" or "advertising injury"; or

(3) Any written contract or agreement with a vendor for the distribution or sale of "your products".
**ZOLL MEDICAL CORPORATION**  
269 MILL RD  
WORLDWIDE HEADQUARTERS  
CHELMSFORD MA 01824-4105

---

**MONITOR-CARDIAC-DEFIBRILLATOR**

<table>
<thead>
<tr>
<th>LINE NO</th>
<th>COMMODITY/SERVICE DESCRIPTION</th>
<th>QUANTITY</th>
<th>UOM</th>
<th>PRICE TYPE</th>
<th>VALUE</th>
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<tbody>
<tr>
<td>1</td>
<td>MONITOR-CARDIAC-DEFIBRILLATOR-MANUAL - ZOLL # 801-2231011-01 X SERIES INCLUDES THE FOLLOWING: X SERIES MONITOR/DEFIBRILLATOR WITH 4 TRACE TRI-MODE DISPLAY MONITOR/DEFIBRILLATOR/PRINTER, COMES WITH REAL CPR HELP, ADVISORY ALGORITHM, ADVANCED COMMUNICATIONS PACKAGE(WI-FI, BLUETOOTH, USB CELLULAR MODEM CAPABLE) USB DATA TRANSFER CAPABLE AND LARGE 6.5&quot;(16.5 CM) DIAGONAL SCREEN, FULL 12 ECG LEAD VIEW WITH BOTH DYNAMIC AND STATIC 12-LEAD MODE DISPLAY ACCESSORIES INCLUDED: -SIX (6) FOOT 3-LEAD ECG CABLE -MFC CABLE -MFC CPR CONNECTOR -A/C POWER ADAPTER/BATTERY CHARGER -A/C POWER CORD -ONE (1) ROLL PRINTER PAPER -5.5 AH L-ION BATTERY -CARRY CASE -DECLARATION OF CONFORMITY -OPERATOR'S MANUAL -QUICK REFERENCE GUIDE</td>
<td>0.000</td>
<td>EA</td>
<td>ITEM</td>
<td>$28014.000000</td>
</tr>
</tbody>
</table>

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COUNTY OF LOS ANGELES  

3/18/15

VENDOR SIGNATURE/DATE
ONE (1) YEAR器材 WARRANTY

ADVANCED OPTIONS:
- REAL CPR HELP EXPANSION PACK
- CPR DASHBOARD QUANTITATIVE DEPTH AND RATE IN REAL TIME, RELEASE INDICATOR, INTERRUPTION TIMER, PERFUSION PERFORMANCE INDICATOR (PPI)
- SEE-THRU CPR ARTIFACT FILTERING

ZOLL NONINVASIVE PACING TECHNOLOGY
- MASIMO PULSE OXIMETRY
- SP02&SPC0 (SIGNAL EXTRACTION TECHNOLOGY (SET) AND RAINBOW SET (FOR SpCO & SpMet)

NIBP WELCH ALLYN INCLUDES:
- SMARTCUFF 10 FOOT DUAL LUMEN HOSE
- SUREBP REUSABLE ADULT MEDIUM CUFF

END TIDAL CARTON DICXIDE MONITORING (ETCO2)
- INTERPRETATIVE 12-LEAD ECG
- 12-LEAD ONE STEP ECG CABLE INCLUDES 4-LEAD LIMB LEAD CABLE AND REMOVABLE PRECORDIAL 6-LEAD SET
- ORIDION MICROSTREAM TECHNOLOGY-REQUIRES MICROSTREAM TUBING

ZOLL GUARANTEES PARTS FOR SEVEN (7) YEARS FROM THE LAST DATE OF SHIPMENT.

TRADE-IN:

167 (EACH) ZOLL SERIES E CARDIAC MONITORS ARE AVAILABLE FOR TRADE-IN AT THE VALUE OF $7,000/EACH (TOTAL TRADE-IN ALLOWANCE $1,169,000.00). ZOLL WILL HOLD THE TRADE-IN VALUE OF THE E-SERIES OF $7,000 FOR THE ADDITIONAL MONITORS FOR THE TERM OF THE CONTRACT.

ZOLL IS RESPONSIBLE TO PICK-UP EQUIPMENT AT LOCATION:

FIRE DEPARTMENT
5801 SOUTH EASTERN AVE
COMMERCIA, CA 90040

CONTACT PERSON: LOMIA BENSON
CONTACT PHONE #: (323)838-2251

THE COUNTY RESERVES THE RIGHT TO USE THE TRADE-IN AS TRADE-IN, SELL ON SEPARATE BID AND/OR CANCEL THE TRADE-IN, WHICHEVER IS IN THE
<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY/SERVICE DESCRIPTION</th>
<th>QUANTITY</th>
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<td>BEST INTEREST OF THE COUNTY</td>
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<td>2</td>
<td>CABLE-ASSEMBLE-MULTI-FUNCTION W/ABLES/ ZOLL MODEL # 8300-0783</td>
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<tr>
<td>3</td>
<td>COMMODITY CODE: 465-14-00-042077</td>
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<td>3</td>
<td>SENSOR-02-PEDIATRIC-DISPOSABLE/ ZOLL ITEM # 8000-0339 / 25 PER CASE</td>
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<td>4</td>
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<td>FILTERLINE SET ADULT/PEDIATRIC/ ZOLL ITEM # 8300-0520-01 / 25 PER CASE</td>
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<td>SENSOR-SP02-ADULT-REUSABLE-LNCS-3FT/ ZOLL # 8000-00371</td>
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<td>PAPER-HERMAL-80MM W/GRID/ ZOLL # 8000-00910-01 / 8 ROLLS PER CASE</td>
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<td>COMMODITY CODE: 465-14-00-042077 SENSOR - SP02-ADULT-DISPOSABLE-LNCS/ ZOLL # 8000-0039 / 25 PER CASE</td>
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<td>COMMODITY CODE: 465-14-00-042077 SENSOR-SP02-PEDIATRIC-DISPOSABLE-LNCS/ ZOLL # 8000-0340 / 25 PER CASE</td>
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<td>11</td>
<td>COMMODITY CODE: 465-14-00-042077 CAPNOLINE PLUS-O2-ADULT-02 TUBING/ ZOLL # 8300-0524-01 / 25 PER CASE</td>
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<td>COMMODITY CODE: 465-14-00-042077 CONNECTOR-CPR/ ZOLL # 8000-0370</td>
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<td>KIT-SOFTCASE EXPANDED/ ZOLL # 8707-000902-01</td>
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<td>CABLE-PATIENT -1STEP FOR 12 LEAD EC/ ZOLL # 8000-000858-01</td>
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<td>BATTERY - LITHIUM ION-RECHARGEABLE/ZOLL # 8000-0580-01</td>
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<td>SLEEVE-CABLE/ ZOLL # 8000-002005-01</td>
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<td>22</td>
<td>COMMODITY CODE: 465-14-00-042077 KIT-MODERN-CELL-MULTI-TECH GSM/ ZOLL # 8000-000471-01</td>
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<td>COMMODITY CODE: 465-14-00-042077 KIT-CUFF-WWELCH ALLYN SMALL/LARGE ADULT AND THIGH CUFF/ ZOLL # 8000-0895</td>
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<td>COMMODITY CODE: 465-14-00-042077 ADAPTER- CHARGER-SUREPOWER / ZOLL # 8300-0250-01</td>
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<td>25</td>
<td>COMMODITY CODE: 465-14-00-042077 WARRANTY - EXTENDED-ONSITE-4 YEARS/ ZOLL # 8776-100044</td>
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<td>COMMODITY CODE: 465-14-00-042077 PREVENATIVE MAINTENANCE-ON SITE-4 YEARS-1 EACH PER YEAR PER MONITOR / ZOLL # 8776-0117</td>
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<td>EA</td>
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<td>COMMODITY CODE: 465-14-00-042077 NON-CLINICAL X SERIES TRAINING MANUAL MONITOR/DEFIBRILLATOR WITH 4 TRACE TRI-MODE DISPLAY MONITOR/DEFIBRILLAOTRPRINTER / ZOLL MODEL NUMBER 801-2231011-01-88 COMES WITH REAL CPR HELP, ADVISORY ALGORITHM</td>
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<td>ADVANCED COMMUNICATIONS PACKAGE (WIFI), BLUETOOTH, USB CELLULAR MODEM CAPABLE, USB DATA TRANSFER CAPABLE AND LARGE 6.5&quot; (16.5CM) DIAGONAL SCREEN, FULL 12 ECG LEAD VIEW WITH BOTH DYNAMIC AND STATIC 12-LEAD MODE DISPLAY ACCESSORIES INCLUDED: - SIX (6) FOOT 3 - LEAD ECG CABLE - MTC CABLE - MFC CPR CONNECTOR - A/C POWER ADAPTER/BATTERY CHARGER - A/C POWER CORD - ONE (1) ROLL PRINTER PAPER - 6.8 AH LI-ION BATTERY - CARRY CASE - DECLARATION OF CONFORMITY - OPERATOR'S MANUAL - QUICK REFERENCE GUIDE - ONE (1) YEAR EMS WARRANTY</td>
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<td>ADVANCED OPTIONS: REAL CPR HELP EXPANSION PACK CPR DASHBOARD QUANTITATIVE DEPTH AND RATE IN REAL TIME, RELEASE INDICATOR, INTERRUPTION TIMER, PERFUSION PERFORMANCE INDICATOR (PPI) - SEE - THRU CPR ARTIFACT FILTERING</td>
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<tr>
<td></td>
<td>ZOLL NONINVASIVE PACING TECHNOLOGY: MASIMO PULSE OXIMETRY SP02 &amp; SpC0 - SIGNAL EXTRACTION TECHNOLOGY (SET) - RAINBOW SET (FOR SpCO &amp; SpMET)</td>
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</tr>
<tr>
<td></td>
<td>NIBP WELCH ALLYN INCLUDES: - SMARCCUFF 10 FOOT DUAL LUMEN HOSE - SUREBP REUSABLE ADULT MEDIUM CUFF</td>
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<tr>
<td></td>
<td>END TIDAL CARBON DIOXIDE MONITORING (ETCO2) ORION MICROSTREAM TECHNOLOGY: ORDER REQUIRED MICROSTREAM TUBING SETS SEPARATELY</td>
<td></td>
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<td></td>
<td>INTERPRETATIVE 12 LEAD ECG: - 12-LEAD ONE STEP ECG CABLE INCLUDES 4-LEAD LIMB LEAD CABLE AND REMOVABLE PRECORDIAL 6-LEAD SET</td>
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</tbody>
</table>
THE AGREEMENT PERIOD IS FROM MARCH 20, 2015 TO MARCH 31, 2018 INCLUSIVE, WITH OPTION TO EXTEND FOR TWO (2) ADDITIONAL 12-MONTH PERIODS BY MUTUAL CONSENT.

CANCELLATION:
ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

PRICE GUARANTEE:
UNLESS OTHERWISE PROVIDED HEREIN, VENDOR AGREES THAT PRICE IS MAXIMUM.

PAYMENT TERMS: 0.5/20, NET 30 DAYS

ORDERING INFORMATION:
ZOLL MEDICAL CORPORATION
269 MILL ROAD
CHELMSFORD, MA 01824
TEL: 1-800-348-9011
FAX: 978-421-0005

SENIOR EMS ACCOUNT EXECUTIVE: BRYAN PANK
TEL: 617-901-6565
EMAIL: BPANK@ZOLL.COM

F.O.B. DELIVERED
FREIGHT PREPAID AND ALLOWED

DELIVERY:
WITHIN 60-90 DAYS AFTER RECEIPT OF ORDER.

UTILIZATION RECAPITULATION REPORT:
120 DAYS PRIOR TO TERMINATION OF ANY AGREEMENT FORMULATED AS A RESULT OF THIS INVITATION FOR BID, VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING THE AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD SHALL BE FURNISHED.

PER NEGOTIATIONS DATED MARCH 17, 2015, THE FIRE DEPARTMENT WILL RECEIVE FOUR (4) TRAINING UNITS, MODEL NUMBER 601-2231011-01-66 AT NO CHARGE WITH THEIR INITIAL ORDER.

ALL TERMS AND CONDITIONS ARE IN ACCORDANCE WITH SOLICITATION # RFB-IS-15200475, ZOLL
<table>
<thead>
<tr>
<th>SPECIAL TERMS &amp; CONDITIONS</th>
<th>TERM CONTRACT AWARD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CONTRACT NO: MA-IS-1540197-1</td>
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NOTIFICATIONS (ATTACHMENT "A"), AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") (ATTACHMENT "B")

CERTIFICATE OF LIABILITY INSURANCE ON FILE

ANNUAL ESTIMATED VALUE $6,000,000.00

REPLACES AGREEMENT MA-IS-43861
<table>
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<tr>
<th>STANDARD TERMS &amp; CONDITIONS</th>
<th>TERM CONTRACT AWARD</th>
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</thead>
<tbody>
<tr>
<td>CONTRACT NO: MA-IS-1540197-1</td>
<td>PAGE 10</td>
</tr>
</tbody>
</table>

The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and/or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

**PRICE GUARANTEE:** Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

**ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE:** County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

**CONTRACTOR RESPONSIBILITY AND DEBARMENT**

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.

3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer’s certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employees’ regular pay the fees received for jury service.
2. For purposes of this Section, 'Contractor' means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS**

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

**ASSIGNMENT BY CONTRACTOR**

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County’s sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County’s express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
Notifications

ZOLL would like to respectively make the following changes to the terms and conditions:

1.) With regards to page 4, item 12 Indemnification; The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), to the extent arising directly from negligent acts and/or omissions of contractor this contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

2.) With regards to page 29, General Liability; The General Liability clause requests Form CG0001 or equivalent; our General Liability coverage meets this condition, however, our Product/Completed Operations coverage is written on a separate claims-made form. We are unable to change this due to the nature of our products.

3.) With regards to page 29, Indemnification and insurance requirements; Contractor shall indemnify, defend and hold harmless county, its special district, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), to the extent arising directly from or connected with contractor's negligent acts and/or omissions arising from and/or relating to any agreement formulated as a result of this inquiry.

4.) With regards to page 29, Certificate of Insurance;
   a. We are unable to comply with item (3) (Cancellation condition). The cancellation clause on a Certificate of Insurance cannot be altered or amended for any reason and due to State Insurance Regulations. ZOLL will not cancel any of the required policies without providing 30 calendar days written notice to the County.
   b. Item (4) we can include the County as an Additional Insured under our General Liability policy with respect to ZOLL's operations on behalf of the County. Our carrier will not issue a separate endorsement as our policy contains a blanket Additional Insured endorsement. We are not able to include the County under our Products Liability policy as our Insurance carrier does not want to be brought in on professional/malpractice claims. The contractual wording in the policy will indemnify the County for ZOLL's negligence.
   c. Item (5) Our Product Liability policy contains a $200,000 deductible, for which ZOLL would be responsible. Our carrier will not reduce or eliminate the deductible. ZOLL would not be willing to provide a bond to the County; we feel our financial condition is strong enough that a bond guaranteeing payment of the deductible is not necessary.
5.) With regards to page 30, second paragraph and in the last paragraph; alternatively, county may purchase such required insurance coverage, and without further notice to contractor, county may deduct from sums due at **expense of contractor** to contractor any premium costs advanced by county for such insurance.

6.) With regards to page 30, item (2); ZOLL would be willing to notify the County of a third party claim filed against ZOLL only if such claim also involved the County.
5.) With regards to page 30, second paragraph and in the last paragraph; alternatively, county may purchase such required insurance coverage, and without further notice to contractor, county may deduct from sums due at expense of contractor to contractor any premium costs advanced by county for such insurance.

6.) With regards to page 30, item (2); ZOLL would be willing to notify the County of a third party claim filed against ZOLL only if such claim also involved the County.

ZOLL AGREES TO ADD THE FOLLOWING LANGUAGE WITH REGARDS TO PAGE 29, GENERAL LIABILITY,

IF ANY PART OF THE REQUIRED INSURANCE IS WRITTEN ON CLAIMS MADE BASIS, ANY POLICY RETROACTIVE DATE SHALL PRECEDE THE EFFECTIVE DATE OF THIS CONTRACT. CONTRACTOR UNDERSTANDS AND AGREES IT SHALL MAINTAIN SUCH COVERAGE FOR A PERIOD OF NOT LESS THAN THREE (3) YEARS FOLLOWING CONTRACT EXPIRATION, TERMINATION OR CANCELLATION.
CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND
THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL
HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services")
to County ("Covered Entity") and Business Associate receives, has access to or creates
Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health
Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and
regulations promulgated thereunder, including the Standards for Privacy of Individually
Identifiable Health Information ("Privacy Regulations") and the Health Insurance
Reform: Security Standards ("the Security Regulations") at 45 Code of Federal
Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security
Regulations"). The Privacy and Security Regulations require Covered Entity to enter
into a contract with Business Associate ("Business Associate Agreement") in order to
mandate certain protections for the privacy and security of Protected Health Information,
and those Regulations prohibit the disclosure to or use of Protected Health Information
by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical
Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain
provisions of the HIPAA Privacy and Security Regulations apply to Business Associates
in the same manner as they apply to Covered Entity and such provisions must be
incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect
the privacy and provide for the security of Protected Health Information disclosed to or
used by Business Associate in compliance with HIPAA's Privacy and Security
Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information,
the release, transfer, provision of access to, or divulging in any other manner of
Protected Health Information outside Business Associate's internal operations or to
other than its employees.
1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 184, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is
received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.


1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

**OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in
accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 **Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information.** Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate’s control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 **Immediate Telephonic Report.** Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 **Written Report.** Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the
non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.
If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social
security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved; 

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach; 

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and 

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address. 

(vi) The notification required by paragraph (a) of this section shall be written in plain language 

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate’s Breach of Unsecured Protected Health Information. 

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity’s compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request. 

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record,
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Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents,
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from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement: Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created
or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered
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Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.
REQUEST FOR BID
INTERNAL SERVICES DEPARTMENT

SOLICITATION:
RFB-IS-15200475-1

BID DUE:
12/22/14 12:00:00 PM

RETURN BID TO ADDRESS BELOW
INTERNAL SERVICES DEPARTMENT
ISD CENTRAL PURCHASING
1100 N EASTERN AVENUE
RM 103 BID ROOM 1ST FLOOR
LOS ANGELES CA 90063

BUYER: Connie Fu
BUYER PHONE: 323-267-2217
DATE ISSUED: 12/01/14
REQ. DEPARTMENT: 18
AGENCY REQ. NO.: MONITOR
REQ. NO.: 051101
FISCAL YEAR:
SCHEDULED BEGIN DATE:
SCHEDULED END DATE:
NUMBER OF COMMODITY LINES: 27
PROCUREMENT FOLDER:

MONITOR-CARDIAC-DEFIBRILLATOR - MANDATORY BIDDERS CONFERENCE

1. DELIVERY WILL BE MADE IN ______ THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
2. CASH DISCOUNT ______ % ______ DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID.
3. BID BOND ATTACHED: _______ CERTIFIED CHECK ATTACHED: _______ OTHER ATTACHMENTS: _______
4. BID REFERENCE NUMBER: _______. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).
5. PLEASE REMOVE FROM THIS COMmodity CODR: _____________.
6. FEIN OR SOCIAL SECURITY# REQUIRED: _____________.

** IMPORTANT **
IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @ HTTP://CAMISVR.CO.LA.CA.US/WEBSV/

USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.

VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.

VENDOR PHONE NUMBER: 
TITLE: 
DATE: 

SIGNATURE OF BIDDER: 
(MUST BE SIGNED)
<table>
<thead>
<tr>
<th>STANDARD TERMS &amp; CONDITIONS</th>
<th>REQUEST FOR BID</th>
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</thead>
<tbody>
<tr>
<td><strong>COMPANY NAME:</strong></td>
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1. Responses to Requests for Bids are to be delivered to the County Purchasing Agent by 12:00 noon on the date set forth above, at which time the response will be publicly opened and, if requested, publicly read. Responses to Requests for Quotations are to be delivered to the County Purchasing Agent by date and time set forth above. There will be no public opening or reading of these responses. (See title of this solicitation in top left-hand corner of this document.) Fax responses will not be accepted unless noted in writing. Any response received after the closing date/time set forth in the solicitation document will be considered late, non-responsive and will be returned to the responder, unless the County Purchasing Agent determines that it is in the best interest of the County to accept it.

2. All bids shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initialed.

3. State brand name or make on each item. If quoting other than item specified, include the manufacturer's name, a product description and model number.

4. Bid each item separately. Prices must be stated in units specified hereon.

5. Each bid must be in a separate sealed envelope with both the bid number and closing date plainly visible on the envelope. Bid must be received at the place, date and time as specified in the bid. Bidders are responsible to assure each bid is properly marked and timely delivered. County assumes no financial obligations for preparation and submittal of bid. Submit bids as indicated hereon. Bidder shall be solely responsible for understanding the specifications and requirements.

6. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder shall so state in the column provided opposite the item. Unless otherwise noted, *"days for delivery" or "days from receipt of order" mean calendar days.*

7. An authorized officer or employee must sign with the Firm's name on all bids. Obligations assumed by such signature must be fulfilled.

8. Unless otherwise definitely specified, prices bid shall not include sales or use taxes. Bidder shall provide either the serial number or its retailer's permit to engage in business as a seller (if a CA company). Without one of these numbers, County will not pay sales/use tax direct to any Vendor. If Vendor is outside CA, the County will pay sales tax directly to the State.

9. All charges, e.g., packing and installation, must be included in the bid. No charges will be allowed unless specified in the bid.

10. County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.

11. If required, samples of items shall be furnished at no cost. Samples are not returnable; County will dispose of at its discretion. Unless specifically requested, Bidders shall not submit samples. Cost of testing will be as stated herein.

12. Bids are subject to acceptance at any time within 30 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.

13. County shall not return bids for change/correction after receipt.


15. All factors being equal and to the extent authorized by law, County shall prefer products grown, manufactured or produced in the County of Los Angeles, and then in the State of California. To qualify for such preference, bids must definitely and conspicuously state whether the items are wholly or partially grown, manufactured or produced in the County of Los Angeles or the State of California.

16. Bids must include employer's identification number as assigned by the U.S. Treasury Department.

17. If you do not bid, return this solicitation ("Request") and state reason, or if you do not respond or do not submit a bid for 3 consecutive Requests, you may, at County's sole option, be removed from the mailing list.

18. Inspections and examinations or failure to do so is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition.
STANDARD TERMS & CONDITIONS

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19. Changes or modifications to specifications or conditions to this Request shall only be made by issuance of a written amendment, signed by the County's Purchasing Agent. No other change or modification, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this Request.

20. The purchase, if any, resulting from the Request shall be governed by the County's terms and conditions which are attached hereto. Unless County specifically agrees in writing, any other terms and conditions shall have no force or effect.

21. No County employee whose position in County service enables him/her to influence any award to your offer may solicit or accept any gift, entertainment, or any other economic or personal benefit from a bidder as defined by the Code of Ethics Act. Any gift or other economic or personal benefit accepted by such employee, shall be employed in any capacity by the bidder herein, or have any other direct or indirect financial interest in any transaction resulting from this Request.

22. County reserves the right to designate the transportation carrier when common carriers are used in delivery, or make pick up by County truck if the point of origin is within the County of Los Angeles or an adjacent County. Failure to adhere to shipping terms as specified on the purchase order or written agreement will result in deduction of additional handling costs from the invoice(s).

23. County may, at its sole option, select other than the low price bidder if, as solely determined by County, another bid is a more responsible and responsive offer.

24. County reserves the right to negotiate price, terms and conditions with the selected vendor.

25. This Request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made without a purchase order.

26. County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The undersigned could not be held liable, in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may, at County's discretion, be grounds for a determination of non-responsibility.

27. Community based enterprises are encouraged to bid. It is the County's policy that on final analysis and award, the Vendor shall be selected without regard to gender, race, creed or color.

28. All bids must include a complete "Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form" and "Attestation of Willingness to Consider Gain/Grow Participants Survey" attached hereto. Bids not including completed forms may, at County's option, be returned or the bidder may be required to provide complete forms prior to consideration.

29. Wherever possible, vendors are encouraged to subcontract portions of the work to responsible and qualified minority- and/ or enterprises owned by businesses and/or entities.

30. Bidders are reminded to thoroughly review all solicitation documents.

31. Prior to bid award, County reserves the right to request clarification of any bid.

32. The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.

33. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles Code Section 2.160.010, retained by bidder, is in full compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2.160 can be reviewed and downloaded from the following website: http://bos.co.ca.us/categories/lobInfo/ordinance.htm.

34. Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to this solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary".

35. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include recommendations to take corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

36. Bidder shall not and shall not authorize another to publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the County's prior written consent.

37. Bidders/Proposers Adherence to County's Child Support Compliance Program. Bidders/proposers shall: 1) comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

38. Time Off for Voting. The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, at the time of voting, time off without pay to vote in accordance with the applicable state and/ or federal law.若 less than 15 days before any state, or federal election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or where such notice can be seen by employees.
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ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE:

1. CONDITIONS OF PURCHASE: This order will be in accordance with these terms and conditions and any attachments thereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from Vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.

2. DELIVERY: Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified herein or contained in a written agreement for this purchase may, at County's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.

3. INVOICES: Invoices shall include the Purchase Order number, which is located in the upper right-hand corner of the Purchase Order. Invoices must state that they are for, or as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to the destination.

4. PRICE/SALES TAX: Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, container(s), packing, loading, and all similar service allowed unless specifically authorized herein.

5. PAYMENT TERMS: Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance of the invoice or from the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.

6. WARRANTIES: Vendor shall, at no cost to County, promptly correct any and all defects in the item(s) provided hereunder. Vendor shall also reimburse County for all costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item(s). Vendor warrants that item(s) may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.

7. CANCELLATION: Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged County for cancellation with less than thirty (30) days prior written notice.

8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

9. GOVERNMENT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

10. CONFLICT OF INTEREST: No County employee whose position with County enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.

10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Purchase Order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.

12. INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
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13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:
   a. Vendor has materially breached the Purchase Order; or
   b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of such requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provision to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall be exclusive and are in addition to any other rights and remedies in law or equity.

15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order, such provisions are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

16. NONDISCRIMINATION: By acceptance of this Purchase Order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars ($1,000).

17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control including, but not limited to, fire, flood, act of God or restriction of civil or military authority.

18. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating an exclusive arrangement with Vendor. This purchase order shall not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. ACCEPTANCE: Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such items by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to County for a period of two (2) years from the date of delivery of the items to County. If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at its cost, reasonable assistance to County in obtaining spare parts.

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make changes or modifications by issuance of an official change notice.
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24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of Workers' Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to this Purchase Order.

25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to County free from damage by cause or cause in accordance with all other terms and conditions of bid and this Purchase Order.

26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.

27. COUNTY LOBBYISTS: The Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.

28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for such employment openings to participants in the County's Department of Public Social Services GAIN Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both lay-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award, amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.

The Vendor shall immediately report any attempt by a County officer or employees to solicit such improper consideration, and shall cease such improper consideration, as the case may be, in writing and by phone at the immediate termination of the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6851.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.

30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall, require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law. The fact sheet shall be made available to the employees or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6851.

31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance, with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/Purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal support, pursuant to Code of Civil Procedure Section 706.021 and Family Code Section 5246(b).

TERMINATION FOR BREACH OF CONTRACT

Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract/Purchase Order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.
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32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or and/or Successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division, of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payroll records for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formalized as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:

A. Original Document
B. Company Name & Address
C. Account Number/Project Number
D. Project Name and Address
E. Authorizing County Department and Purchase Order or Contract Number
F. Period of Time in Which Work is Being Performed
G. Employee Name, Address and Social Security Number
H. Work Classification, Including Sub-classification
I. Hours Said
J. Rate of pay
K. Reductions
L. Payroll Check Number
M. Benefits
N. Signature of Employee Authorized to Certify Payroll

Prevailing Wage Scale

Wherever required:
A. The Contractor shall comply with all provisions of the Labor Code of the State of California. B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and cents, pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
D. Current prevailing wage rates may be obtained at:

www.dix.ca.gov/FLSR/PMO/Apprentice.htm

or

Division of Labor Standards Enforcement
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

Records Retention and Audit, Federal or State Funded Purchases

The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this Purchase Order or Agreement. Such records shall be complete and available to the County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract and for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 8115.

RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, reminerter, agent or other representative of Vendor.

Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.

Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.

County makes no representation or guarantee as to any minimum to be purchased by County or public entities.

Do you agree to the aforementioned? Yes  No
VENDOR'S RESPONSIBILITY AND DEBARMENT

A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requirements of the Purchase Order. It is the County's policy to conduct business only with responsible vendors.

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on this or other Purchase Orders which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Purchase Order, debar the Vendor from bidding on any County Contracts/Purchase Orders for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts/Purchase Orders the Vendor may have with the County.

The County may debar a Vendor if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated any term of Contract/Purchase order with the County, (2) committed any act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a Contract/Purchase Order with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If theVendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to the subcontractors of County Contractor/Vendor.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above.

To apply for certification as a Local SBE, companies may register at the Office of Small Business website at: http://www.lasb.org

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Proposers must attach the Local SBE Certification Letter to the Required Form - Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - with their proposal. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: http://www.dgs.ca.gov/pd/home.aspx
Local Small Business Enterprise Preference Program

Instructions: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

For County solicitations which are not federally funded, a certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: http://www.dgs.ca.gov/pd/home.aspx

Pursuant to the adopted Ordinance No. 2007-0090, amending Chapter 2.204 of the Los Angeles County Code:

For County solicitations which are federally funded and subject to the federal restriction on geographical preferences, a certified small business is a business: 1) self-certified as small using the SBA size standards and industry codes (NAICS) and; 2) registered on the federal Central Contractor Registration (CCR) data base. Information about federal small business registration is available on the CCR website at: http://www.ccr.gov

Certified small businesses must request the SBE preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified local SBE.

To determine whether this solicitation is federally funded, please refer to the SPECIAL TERMS AND CONDITIONS in this solicitation document for clarification.

Pfirm Name:

☐ I AM NOT a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) or the federal CCR as of the date of this proposal/bid submission

☐ I AM a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

☐ I AM a certified small business with the federal CCR as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

My County (WebVan) Vendor Number is: ___________________

My Commercial and Government Entity (CAGE) code is: _________
CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned
business enterprise by a public agency, complete the following and attach a copy of your proof of
certification. (Use back of form, if necessary).

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<th>Dis-Advantaged</th>
<th>Disabled Veteran</th>
<th>Expiration Date</th>
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DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
ABOVE INFORMATION IS TRUE AND ACCURATE.

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<th>Print Authorized Name</th>
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CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT - As a threshold requirement for consideration of a bidder for award of an Agreement, the bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for future employment openings if they meet the minimum qualifications for that opening. Additionally, bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders shall complete, sign, and return with their bid the form "Attestation of Willingness to Consider GAIN/GROW Participant's" attached. Bidders who are unable to meet this requirement shall not be considered for award of an Agreement.

Bidder shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Bidder has a proven record of hiring GAIN/GROW participants and will continue to consider participants for any future employment openings.

_____ YES (SUBJECT TO VERIFICATION BY COUNTY) _____ NO

B. Bidder is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that bidder is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO

_____ N/A (Program not available)

Bidder Organization: ____________________________________________________________

Signature: ___________________________________ Print Name: __________________________

Title: ___________________________________ Date: _________________

Tel. #: _______________________________ Fax #: _______________________________
I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

I understand and agree that, if awarded a Purchase Order or Agreement and COUNTY discovers that any products, goods, supplies or other personal property sold or supplied by bidder to COUNTY are produced in violation of any international child labor conventions, bidder shall immediately provide an alternative, compliant source of supply.

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.
For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CCR Title 8, Section 3314.

Any Lockout method must utilize a positive means such as 1) a lock, either key or combination type, 2) a hasp or other means of attachment to which, or through which, a lock can be affixed or it has a locking mechanism built into it, in order to hold an energy-isolating device in a safe (locked) position and prevent the energizing, transmission or release of electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy from a machine or equipment. Such machinery and equipment includes, but is not limited to: a manually operated electrical switch breaker, a disconnected switch, a manually operated switch by which conductors of a circuit can be disconnected from all underground supply conductors and a valve. In addition, this would include installing pieces of equipment used in maintenance and service activities, such as pipelines, vessels and/or pressurized tanks to service air, gas, water, steam and/or petrochemical distribution systems.

Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles’ ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County’s boundaries.

The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or undecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standards and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.
The prospective contract is subject to the requirements of the County’s Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.201). Prospective Contractors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee’s regular pay the fees received for jury service. For purposes of the Jury Service program, "employee" means any California resident who is a full-time employee of a Contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project.

2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program’s definition of "Contractor." The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than $500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

3. If a Contractor does not fall within the Jury Service Program’s definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.
COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County’s solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County’s Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

Company Name: __________________________________________

Company Address: _________________________________________

City: __________________________ State: __________ Zip: ________

Telephone Number: ________________________________

Solicitation for (Type of Goods or Services): __________________

If you believe the Jury Service Program does not apply to your business, check the appropriate box in part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of “Contractor”, as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed $200,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operations, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
Part II: Certification of Compliance

☐ My Business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: ___________________________________ Title: ________________________________

Signature: ___________________________________ Date: ________________________________
STANDARD TERMS & CONDITIONS

COMPANY NAME: 

BID DUE: 12/22/14 12:00:00 PM

PRICES SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGNMENTS BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County’s sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County’s express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babyafesla.org for printing purposes.

CONTRACTOR’S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Buyer within thirty (30) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program, and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the Staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. Contractor shall indemnify and hold County harmless against any and all loss or damage Contractor may suffer arising from any Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program. Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

Is Contractor/Proposer or any of its staff members currently barred from participation in any Federal or State funded health care program?

☐ NO, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

☐ YES, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars in detail below

Printed Name of Vendor or Contractor ____________________________

Printed Name of Responsible Manager ____________________________

Signature ____________________________ Date ____________________________

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CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF SOLICITATION RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

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NOTE: Persons signing on behalf of the Contractor/Vendor will be required to warrant that they are authorized to bind the Contractor/Vendor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this solicitation. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this solicitation process, the County shall reject this proposal.

Name of Firm

Print Name of Signer | Title
---------------------|--------

Signature | Date
REQUIRED FORMS - EXHIBIT

PROPOSER'S ORGANIZATION QUESTIONNAIRE/APPENDIX

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

   NAME

   STATE

   YEAR INC.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner.

   ________________________________________________________________

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

   Name

   County of Registration

   Year became DBA

   ________________________________________________________________

   ________________________________________________________________

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? If yes,

   Name of parent firm: ____________________________________________

   State of incorporation or registration of parent firm: ______________

5. Please list any other names your firm has done business as within the last five (5) years:

   Name

   Year of Name Change

   ________________________________________________________________

   ________________________________________________________________

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below:

   ________________________________________________________________
Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed - Minimum Mandatory Requirements of this Request for Proposal, as listed below.

List each minimum requirement
Check the appropriate box below:

☐ YES ☐ NO ______ years experience, within the last_______ years

☐ YES ☐ NO Willingness to consider hiring GAIN/GROW participant

☐ YES ☐ NO Complies with the County's Child Support Compliance

☐ YES ☐ NO Certifies intent to comply with County's Jury Service Program

☐ YES ☐ NO Declares intent to comply with County's Living Wage Program

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:
________________________________________

Address:
________________________________________

________________________________________

E-mail: __________________________ Telephone Number: __________________________

Fax number: __________________________

On behalf of ________________________ (Proposer's name), I ________________________ (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

______________________________
Signature

______________________________
Internal Revenue Service
Employer Identification Number

______________________________
Title

______________________________
California Business License Number

______________________________
Date

______________________________
County Vendor Number
OFF-PEAK (HOURS) - DELIVERY OF COMMODITIES

It is the policy of the Los Angeles County Board of Supervisors that County departments promote off-peak deliveries and pickup of all commodities by County Vendors between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled County business days. The purpose of this policy is to reduce vehicle trips and vehicle emissions during the morning and afternoon commute periods. For purposes of the Board Policy, the trip shall be deemed to be compliant if the actual time of delivery provides for arrival at the County facility or location on or after 9:00 a.m. and the delivery or pickup is initiated at the County facility or location on or before 3:30 p.m.

Noncompliance with this policy may result in cancellation of a Purchase Order or termination of contract and/or agreement between the County and the awarded Vendor.

Unless otherwise instructed by authorized County department personnel, vendors shall be required to confer with County departments to schedule, as appropriate, regularly planned trips to County facilities for deliveries and/or pickup of commodities within the designated off-peak periods. County departments co-located at facilities that are serviced by the same Vendor shall make every effort to coordinate off-peak deliveries and pickups between the Vendor and other County departments at the facility.

Emergency, special orders, and other non-conforming deliveries and pickups specifically requested by County departments shall not constitute a violation of the Board Policy. In addition, circumstances documented by the Vendor to the satisfaction of the affected County department that are outside of the control of the Vendor that preclude adherence to the Board Policy shall not constitute a violation of the Board Policy.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, the department shall notify the Vendor of any exception(s) allowable under the Board Policy. If such circumstances are permanent in nature, the department shall notify the Chief Administrative Office and IIG of their intent to exclude the affected contract(s) and/or commodities from the provisions of the Board Policy.

County departments doing business with non-commodity or service-related vendors that schedule regular trips to County facilities shall, to the extent feasible and appropriate, encourage such vendors to schedule such trips to their facilities between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled business days.

By signature below, vendor acknowledges receipt and understanding of this Board Policy, and agrees to adhere to above requirements regarding Off-Peak Delivery of Commodities.

Vendor's Company

Address

City

State & Zip Code

Printed Name

Signature

Date

PROTEST POLICY FOR GOODS AND SERVICES SOLICITED BY THE COUNTY PURCHASING AGENT

General Authority

The County Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by departments, districts or agencies of Los Angeles County who are governed by the Los Angeles County Board of Supervisors.
Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:
- Goverment Code 25501, et seq.;
- Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and
- Section 24 of the County Charter.

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are
price-based with the resultant award being made to the lowest, responsible bidder that fully meets and complies
with all of the specifications and requirements of the solicitation.

The Purchasing Agent or his/her designee shall be responsible for the review and disposition of any protest of
a bid solicitation conducted under the statutory authority of the County Purchasing Agent.

Review of Solicitation Requirements and Specifications

A Vendor may seek a review of the solicitation requirements and/or specifications by written request to the
Buyer conducting the solicitation provided that the written request is received no later than five (5) days
prior to the closing date of the solicitation or as otherwise specified within the solicitation.

This request must itemize, in sufficient detail, each matter contested and one or more factual reason(s)
for the requested review (e.g., specifications were too narrow and limited competition with supporting
details, etc.). The Purchasing Agent will provide a written response to the requesting Vendor(s).

Bid Protests

In accordance with County Purchasing Policy M-1100, Bid/Vendor Protest, participant vendors may request a
review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally,
participant vendors may protest any award within three (3) business days after the "Notice of Intent to Award"
is posted on the County's bid website. These protest procedures are as follows:

Upon a determination of vendor selection from a bid process, the Purchasing Agent will post a "Notice of
Intent to Award" on the County's bid website, and notify all solicitation participants of the intended award
via email.

1. Non-selected vendors will have three (3) business days, from the date the notice is posted,
to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that
conducted the solicitation.

2. The bid protest, which must be received by the Buyer within the three (3) day period, shall
be in writing, and include the specific facts, circumstances, reasons and/or basis for the
protest. This written notice may be in the form of a letter, fax or email.

3. Bid protests must be filed prior to the award of contract or purchase order. Upon execution
of the contract or purchase order to the selected vendor, the Purchase Agent will not take
action on a bid protest; however, a written response will be provided to the protesting vendor.

4. If a vendor bid protest is appropriately filed (i.e., prior to the award), the Purchasing
Agent may delay the award of contract or purchase order until the matter is resolved.

There are, however, situations where the delay of an award may not be in the best interest of
the County due to emergency and/or time critical acquisitions such as at the end of the
County's fiscal year. In these instances, the County has no obligation to delay or
otherwise postpone an award of a purchase order or contract based on a vendor protest.

5. In all cases, the County Purchasing Agent reserves the right to make an award when it is
determined to be in the best interest of the County of Los Angeles to do so.

6. The Purchasing Agent will respond to all bid protests in a timely manner.

7. The Purchasing Agent may refer a protest of a technical nature to the requisitioning
County department for further clarification, and will prepare a letter to the protesting
vendor, advising them of the pending action(s), and when a formal response can be expected.
STANDARD TERMS & CONDITIONS

REQUEST FOR BID

SO NO : RFB-IS-15200475-1

BID DUE: 12/22/14 12:00:00 PM

STARTED TERMS & CONDITIONS

COMPANY NAME :

Transitional Job Opportunities Preference Program

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. The preference only applies to solicitations where Transitional Job Opportunity participants will be employed for the services solicited. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; net forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their bid response to the purchasing or contracting solicitation for which they are competing; has been in operation for at least one year providing transitional job and the related supportive services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department. Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

The above penalties shall also apply to any entity that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

I hereby certify that I am a Transitional Job Opportunity Vendor and I am claiming the preference on this solicitation. I further certify that Transitional Job Opportunity participants will be used for the services that are being solicited by the County in this solicitation.

In accordance with the above stated criteria, I certify that I am a Transitional Job Opportunity Vendor and I am claiming the preference on this solicitation. I further certify that Transitional Job Opportunity participants will be used for the services that are being solicited by the County in this solicitation.

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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County’s Defaulted Property Tax Reduction Program ("Defaulted Tax Program"). Prospective Bidder/Proposer/Contractor should carefully read the Defaulted Tax Program Ordinance which may be found in Los Angeles County Code, Title 2, Administration, Chapter 2.206 at

http://ordlink.com/codes/lacounty/index.htm

which is incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Each Bidder/Proposer/Contractor shall be required to certify that it is in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that it is exempt from the Defaulted Tax Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206;

☐ To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.B, on any Los Angeles County property tax obligation; and

☐ The Proposer/Bidder/Contractor agrees to comply with the County’s Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:


I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

COMPANY NAME:

PRINT NAME:

SIGNATURE:

TITLE:

DATE:
**STANDARD TERMS & CONDITIONS**

**REQUEST FOR BID**

**SO NO : RPB-IS-15200475-1**

**COMPANY NAME :**

**BID DUE: 12/22/14 12:00:00 PM**

**PAGE 25**

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**SUBCONTRACTING**

The County of Los Angeles provides Small Business Enterprises an equal opportunity to compete for County Awards for commodities and services. Bidders shall assist the County in providing these opportunities to Small Business Enterprises by making good efforts to reach out to Small Business Enterprises to compete in County Awards.

**BID SUBMITTAL**

Bidders shall submit with their bid, the SBE Subcontractor Information Form @ http://doingbusiness.lacontry.gov/SBESubcontractorInformationForm.PDF. Bidder shall complete this form in its entirety. Bidder shall list itself, the names and addresses of all firms to be used with a complete description of work supplies to be completed, provided by each subcontractor and the estimated dollar value.

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**REPORTING**

The Final Report of Subcontracting Form @ http://doingbusiness.lacontry.gov/ReportofSubcontractingForm.PDF shall be submitted at the completion of the award.

Upon completion of a Purchase Order, Vendor shall submit the Final Report of Subcontracting and Purchases Form within fifteen (15) working days.

If the award is a one year or more agreement, the Final Report of Subcontracting and Purchases Form shall be submitted on a quarterly basis.

The form shall be certified correct and accurate by signature of the bidder or its authorized representative.

The Final Report of Subcontracting and Purchases Form shall be submitted to the Office of Small Business at:

Debbie Cabreira-Johnson
Office of Small Business
1100 N Eastern Ave 1st Floor
Los Angeles, CA 90063
DCabreira@ind.lacontry.gov

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**ELECTRONIC CATALOG**

If required by County, the awarded vendor will submit a catalog of its entire product offering in an electronic format. The submitted electronic catalog shall be in the format prescribed in the ELECTRONIC CATALOG Clause which may be found at the website indicated below. Such submission shall be within the time frame to be determined by the County in its sole discretion.

http://doingbusiness.lacontry.gov/termes and_conditions.htm

If required by county, I agree to submit an electronic catalog of my entire product offering in the prescribed format within the required time frame.

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Name of Company

Name of Authorized Vendor Representative

Signature of Authorized Representative Date
REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE
PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State’s Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov/.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: http://www.vetbiz.gov/.

☐ I AM NOT a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.

☐ I AM certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm:

County Webven No.:

Print Name:

Title:

Signature:

Date:

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QUOTATIONS ARE REQUESTED FOR OUR REQUIREMENTS AS LISTED HEREIN, FURNISHED AS NEEDED FOR A PERIOD OF THREE (3) YEARS, RENEWABLE FOR TWO (2) ADDITIONAL 12-MONTH PERIODS BY MUTUAL CONSENT.

ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (PAGE 2, PARAGRAPH 13) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN SIXTY (90) CALENDAR DAYS AFTER OPENING.

BIDDERS ARE REQUIRED TO FURNISH THE SERIAL NUMBER OF YOUR CALIFORNIA SELLERS PERMIT TO ENGAGE IN BUSINESS AS A SELLER IN CALIFORNIA OR YOUR SELLERS CERTIFICATE OF REGISTRATION-USE TAX. FAILURE TO FURNISH SAME WILL PREVENT THE COUNTY OF LOS ANGELES FROM PAYING SALES/USE TAX TO YOUR COMPANY. DO NOT INCLUDE SALES/USE TAX ON ANY INVOICE IF YOU DO NOT FURNISH ONE OF THE FOLLOWING:

SELLERS PERMIT

CERTIFICATE OF REGISTRATION #

IF YOU ARE UNCERTAIN AS TO WHETHER YOU HAVE SUCH A NUMBER OR HAVE ANY QUESTIONS, PLEASE CONTACT THE STATE BOARD OF EQUALIZATION AT WWW.BOR.CA.GOV OR CALL 1.800.400.7115.

QUOTATION MUST STATE DEFINITELY MANUFACTURER'S BRAND NAME AND NUMBER, AND PACKAGING OFFERED.

OUR TOTAL CONSUMPTION FOR THE PAST YEAR, AS SHOWN IN THE QUANTITY COLUMN, IS GIVEN FOR INFORMATION ONLY, AND WE GUARANTEE NO MINIMUM QUANTITY; HOWEVER, REQUESTS EXCEEDING REQUIREMENTS STATED HEREIN BY MORE THAN 10% SHALL BE SUBJECT TO ACCEPTANCE BY THE SUPPLIER AND/OR SUBJECT TO REBID BY THE COUNTY OF LOS ANGELES.

QUOTE F.O.B. DELIVERED.

FREIGHT PREPAID AND ALLOWED.

VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)

COUNTY: TAKES OWNERSHIP AT DESTINATION

SUBMIT DESCRIPTIVE LITERATURE WITH YOUR BID. BIDS WHICH ARE NOT ACCOMPANYED BY LITERATURE COVERING THE ITEMS YOU OFFER MAY NOT BE CONSIDERED.

UNLESS OTHERWISE QUALIFIED, BIDDER AGREES, FOR THE PERIOD OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, THAT PRICES QUOTED ARE MAXIMUM.

ALTERNATE OFFERS

BIDDERS OFFERING ALTERNATE BRANDS MUST FURNISH WITH THEIR BID A CROSS-INDEX LISTING SHOWING THE SPECIFIED BRAND ITEM NUMBERS AND THEIR EQUIVALENT ALTERNATE ITEM NUMBERS. FAILURE TO DO SO WILL BE CAUSE FOR REJECTION OF SAID OFFER.

EQUIPMENT OFFERED MUST BE NEW, UNUSED, CURRENT MODELS.

SPECIFICATIONS OF EQUIPMENT DESCRIBED HAVE BEEN DEEMED ADEQUATE TO SATISFY THE PERFORMANCE REQUIREMENTS OF THE REQUISITIONING DEPARTMENT. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE AN AWARD ON EQUIPMENT WHICH MEETS FUNCTIONAL NEEDS AND IS SUITABLE FOR THE SERVICE REQUIRED.

BIDDERS SHALL RETURN SPECIFICATION SHEET FULLY COMPLETED STATING ANY EXCEPTION TO SPECIFICATION IN LETTER FORM. FAILURE TO COMPLY WITH INSTRUCTIONS MAY BE CONSIDERED SUFICIENT REASON FOR REJECTION OF YOUR OFFER.

BIDDER MUST COMPLETE RIGHT HAND COLUMN OF ANY ATTACHED SPECIFICATION SHEET WHEN TAKING EXCEPTION TO A SPECIFIC ITEM. INDICATE SUCH EXCEPTION IN THE SPACE PROVIDED. IF QUOTING AS
SPECIAL TERMS & CONDITIONS

COMPANY NAME: 

REQUEST FOR BID
SO NO: RFB-IS-15200475-1

BID DUE: 12/22/14 12:00:00 PM

SPECIFIED ON AN ITEM, INDICATE IN THE SPACE 'AS SPECIFIED'.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ANY OFFER THAT DOES NOT FULLY COMPLY WITH THE INSTRUCTIONS REGARDING FILLING OUT THE SPECIFICATION SHEET AND/OR FAILS TO RETURN FILLED OUT SPECIFICATION SHEET.

MATERIAL MUST MEET SPECIFICATION. IN CASE YOU OFFER SUBSPECIFICATION DELIVERIES, SAME WILL BE REJECTED AND COST OF ANALYSIS AND LOSS OR DAMAGE TO THE COUNTY WILL BE FOR YOUR ACCOUNT.

RIGHT IS RESERVED TO TEST FOR LATER CONSIDERATION BRANDS ON WHICH WE HAVE NO RECORD.

MUST MEET OPERATING REQUIREMENTS OF USING DEPARTMENT.

ONE AWARD WILL BE MADE BASED ON THE LOWEST TOTAL ACCEPTABLE OFFER.

DEMONSTRATION: IF REQUIRED, BIDDER MUST FURNISH A MACHINE AND OPERATOR FOR A COMPLETE DEMONSTRATION AT COUNTY INSTITUTIONS UNDER ACTUAL WORKING CONDITIONS.

PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS

BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS.

SHOW YOUR FIRM'S NAME, MAILING ADDRESS AND LOCAL TELEPHONE NUMBER FOR INDIVIDUAL PURCHASE ORDERS:
MAIL PURCHASE ORDER TO

TELEPHONE NUMBER
TOLL FREE NUMBER PREFERRED.

UTILIZATION Recapitulation REPORT:

120 DAYS PRIOR TO TERMINATION OF ANY AGREEMENT FORMULATED AS A RESULT OF THIS INVITATION FOR BID, VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING THE AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE IN INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD SHALL BE FURNISHED.

STATE HERE THE MANUFACTURER'S WARRANTY COVERING PRECEDING EQUIPMENT:

ON PARTS: ________________________________
ON LABOR: ________________________________

WHICH OF THE FOLLOWING AGENCIES HAVE APPROVED YOUR PRODUCT?
FAILURE TO SUPPLY NAME OF APPROVING AGENCY MAY BE CAUSE FOR REJECTION OF YOUR OFFER.

UNDERWRITERS LABORATORIES (UL) ...............YES NO
LOS ANGELES CITY TESTING LABORATORY ........YES NO
FACTORY MUTUAL CORPORATION .................YES NO
FEL TESTING LABORATORIES, INC. ..........YES NO
CANADIAN STANDARDS ASSOCIATION ............YES NO

IN THE EVENT YOUR PRODUCT IS NOT APPROVED BY ANY OF THE ABOVE AGENCIES, WILL YOU, AS A PART OF YOUR BID PRICE, SUBMIT YOUR PRODUCT TO ONE OF THOSE AGENCIES FOR APPROVAL?..YES NO

IN ANSWERING YES, YOU AGREE TO SUBMIT YOUR PRODUCT TO ONE OF THE ABOVE AGENCIES FOR APPROVAL WITHIN TEN (10) DAYS AFTER RECEIPT OF A PURCHASE ORDER FROM THE COUNTY OF LOS ANGELES. A COPY OF SUCH APPLICATION AND SUBSEQUENT APPROVAL IS TO BE SUBMITTED TO THE PURCHASING AND CENTRAL SERVICES DEPARTMENT IMMEDIATELY UPON ISSUANCE, IDENTIFYING THE APPLICABLE PURCHASE ORDER NUMBER AND DEPUTY PURCHASING AGENT. FAILURE TO OBTAIN APPROVAL BY ONE OF
SPECIAL TERMS & CONDITIONS

THE ABOVE AGENCIES WITHIN SIXTY (60) DAYS SHALL RELIEVE THE COUNTY OF ANY RESPONSIBILITY FOR PURCHASE ORDER FULFILLMENT IN NO EVENT SHALL ANY EQUIPMENT BE SHIPPED PRIOR TO OBTAINING THE REQUIRED APPROVAL(S).

INSURANCE COVERAGE REQUIREMENTS:
GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:
GENERAL AGGREGATE: $2 MILLION
PRODUCTS/COMPLETED OPERATIONS AGGREGATE: $1 MILLION
PERSONAL AND ADVERTISING INJURY: $1 MILLION
EACH OCCURRENCE: $1 MILLION

AUTOMOBILE LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CA 00 01 OR ITS EQUIVALENT) WITH A LIMIT OF LIABILITY OF NOT LESS THAN $1 MILLION FOR EACH ACCIDENT. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR ALL 'OWNED', 'Hired' AND 'NON-OWNED' VEHICLES, OR COVERAGE FOR 'ANY AUTO'.

WORKERS COMPENSATION AND EMPLOYEES' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LOMOSSORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE. IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:
EACH ACCIDENT: $1 MILLION
DISEASE - POLICY LIMIT: $1 MILLION
DISEASE - EACH EMPLOYEE: $1 MILLION

INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR LOS ANGELES COUNTY SERVICE AGREEMENTS

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, PERS, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY.

GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN ANY AGREEMENT FORMULATED FROM THIS INQUIRY. SUCH INSURANCE SHALL BE PRIMARY TO AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OF SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED AT CONTRACTOR'S OWN EXPENSE.

EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER ANY AGREEMENT FORMULATED AS A RESULT OF THIS INQUIRY. CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO:

SOLICITATION/CONTRACT #

COUNTY OF LOS ANGELES - ISD
1100 NORTH EASTERN AVENUE RM #115
LOS ANGELES, CA 90063

SUCH CERTIFICATE(S) OR OTHER EVIDENCE SHALL:
(1) SPECIFICALLY IDENTIFY SUBSEQUENT AGREEMENT.
(2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN SUBSEQUENT AGREEMENT.
(3) CONTAIN THE EXPRESS CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.
SPECIAL TERMS & CONDITIONS

(4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, ADDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSURED FOR ALL ACTIVITIES ARISING FROM SUBSEQUENT AGREEMENT.

(5) DEPOSIT ANY DEDUCTIBLES OR SELF-INSURED RETentions FOR COUNTY'S APPROVAL. THE COUNTY RETAINS THE RIGHT TO REQUIRE CONTRACTOR TO REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETentions AS THEY APPLY TO COUNTY, OR, REQUIRE CONTRACTOR TO PROVIDE A BOND GUARANTEEING PAYMENT OF ALL SUCH RETAINED LOSSES AND RELATED COSTS, INCLUDING, BUT NOT LIMITED TO, EXPENSES OR FEES, OR BOTH, RELATED TO INVESTIGATIONS, CLAIMS ADMINISTRATIONS, AND LEGAL DEFENSE. SUCH BOND SHALL BE EXECUTED BY A CORPORATE Surety LICENSED TO TRANSAKT BUSINESS IN THE STATE OF CALIFORNIA.

INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURER COMPANY ACCEPTABLE TO THE COUNTY WITH AN A.M. BEST RATING OF NOT LESS THAN A:VI, UNLESS OTHERWISE APPROVED BY COUNTY.

FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND SUBSEQUENT AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, COUNTY MAY PURCHASE SUCH REQUIRED INSURANCE COVERAGE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, COUNTY MAY DEDUCT FROM SUMS DUE TO CONTRACTOR ANY PREMIUM COSTS ADVANCED BY COUNTY FOR SUCH INSURANCE.

NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:

1. ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER SUBSEQUENT AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE.

2. ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER SUBSEQUENT AGREEMENT.

3. ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.

4. ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MACHINES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF SUBSEQUENT AGREEMENT.

COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDENMIFICATION OR INSURANCE REQUIREMENTS OF SUBSEQUENT AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.

INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER SUBSEQUENT AGREEMENT MEET THE INSURANCE REQUIREMENTS OF SUBSEQUENT AGREEMENT BY EITHER:

1. CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTOR, OR

2. CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.

CONTRACTOR'S FAILURE TO MAINTAIN OR TO PROVIDE ACCEPTABLE EVIDENCE THAT IT MAINTAINS THE REQUIRED INSURANCE SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT, UPON WHICH COUNTY IMMEDIATELY MAY WITHHOLD PAYMENTS DUE CONTRACTOR, AND/OR SUSPEND OR TERMINATE THIS CONTRACT. COUNTY, AT ITS SOLE DISCRETION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH. ALTERNATIVELY, THE COUNTY MAY PURCHASE THE REQUIRED INSURANCE, AND WITHOUT FURTHER NOTICE TO CONTRACTOR, DEDUCT THE PREMIUM COST FROM SUMS DUE TO CONTRACTOR OR PURSUE CONTRACTOR FOR REIMBURSEMENT.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") - Business Associate

Business Associate - Contractor provides services to a HIPAA-impacted department and in the course of the provision of Agreement services on behalf of the County, creates, has access to, transmits, or maintains patient medical records/patient information, and in most cases, creating, having access
to, transmitting or maintaining patient medical records/patient information is necessary to perform
the services.

The County is subject to the Administrative Simplification requirements and prohibitions of the
Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and
regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and
Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the
"HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the
Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as
defined in the "Business Associate Under Health Insurance Portability and Accountability Act of 1996
("HIPAA")" in order to provide those services. The County and the Contractor therefore agree to
the terms of EXHIBIT A, "Business Associate under Health Insurance Portability and Accountability
Act of 1996 ("HIPAA")"

UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID SHALL NOT
INCLUDE SALES, OR USE TAXES. BIDDER SHALL PROVIDE EITHER THE
SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A
SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF
REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE
NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR.

COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE SELECTED VENDOR.

AUTHORIZATION WARRANTY
CONTRACTOR REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS
AGREEMENT FOR CONTRACTOR IS AN AUTHORIZED AGENT WHO HAS ACTUAL
AUTHORITY TO BIND CONTRACTOR TO EACH AND EVERY TERM, CONDITION AND
OBLIGATION OF THIS AGREEMENT AND THAT ALL REQUIREMENTS OF
CONTRACTOR HAVE BEEN FULFILLED TO PROVIDE SUCH ACTUAL AUTHORITY.
All individuals in attendance shall be required to sign in at all mandatory Bidders' Conferences. When attending as the representative of a vendor, the individual shall set forth the name of the vendor whom he or she represents. Failure to sign in pursuant to the foregoing may disqualify the submitted offer from further consideration, as the County shall determine in its sole discretion.

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<td>12/15/14</td>
<td>MANDATORY BIDDERS CONFERENCE</td>
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<td>LINE NO.</td>
<td>COMMODITY / SERVICE DESCRIPTION</td>
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<td>1</td>
<td>MONITOR-CARDIAC-DEFIBRILLATOR-MANUAL - ZOLL # 601-2231011-01 X SERIES OR EQUAL</td>
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</table>

INCLUDES THE FOLLOWING:

- WIITH 4 TRACE TRI-MODE DISPLAY
- MONITOR/DEFIBRILLATOR/PRINTER
- REAL CPR HELP ADVISORY ALGORITHM, ADVANCED COMMUNICATIONS PACKAGE (WI-FI, BLUETOOTH, USB
- CELLULAR MODEM (CAPABLE) USBDATA TRANSFER CAPABLE
- AND LARGE 6.5" (16.5 CM) DIAGONAL SCREEN, FULL 12 ECG LEAD VIEW WITH BOTH DYNAMIC AND STATIC 12-LEAD MODE DISPLAY.

- SIX (6) FOOT 3-LEAD ECG CABLE
- MP3 CABLE
- MP3 CABLE CONNECTOR
- A/C POWER ADAPTER/BATTERY CHARGER
- A/C POWER CORD
- ONE (1) ROLL PRINTER PAPER
- 6.6 AH LI-ION BATTERY
- CARRY CASE
- DECLARATION OF CONFORMITY
- OPERATOR'S MANUAL
- QUICK REFERENCE GUIDE
- ONE (1) YEAR NMS WARRANTY
- REAL CPR HELP EXPANSION PACK
- CPR DASHBOARD QUANTITIVE DEPTH AND RATE IN REAL TIME, RELEASE INDICATORS, INTERRUPTION TIMER, PERFUSION PERFROMANCE INDICATOR (PPI)
- BER-THRU CPR ARTIFACT FILTERING
- NONINVASIVE PACING TECHNOLOGY
- MAXIMO PULSE OXIMETRY
- SP02/LSPCO (SIGNAL EXTRACTION TECHNOLOGY AND RAINEO SOT.
- WISP WILCH ALYN INCLUDES SMARTCUFF 10 FOOT DUAL LIDEN HOSE AND BINARY REUSEABLE ADULT MEDIUM CUFF
- END TIDAL CARBON DIOXIDE MONITORING
- INTERPRETIV 12- LEAD ECG (12-LEAD ONE STEP ECG CABLE INCLUDES 4-LEAD LINM LEAD CABLE AND REMOVABLE PRECORDIAL 6-LEAD SET

TRADE-IN:

167 EACH ZOLL SERIES E CARDIAC MONITORS ARE AVAILABLE FOR TRADE-IN ON THE ABOVE ITEMS.

BIDDER TO INDICATE OFFERED TRADE-IN TOTAL ALLOWANCE HERE: ____________

WINNING BIDDER SHALL BE RESPONSIBLE TO PICK-UP EQUIPMENT AT LOCATION:

FIRE DEPARTMENT
5801 SOUTH EASTERN AVE
COMMERCE, CA 90040

CONTACT PERSON: LOMIA BENSON
CONTACT PHONE #: (323) 839-2251

THE COUNTY RESERVES THE RIGHT TO USE THE
TRADE-IN AS TRADE-IN, SELL ON SEPARATE BID
AND/OR CANCEL THE TRADE-IN, WHICHEVER IS IN THE
BEST INTEREST OF THE COUNTY
<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY / SERVICE DESCRIPTION</th>
<th>QUANTITY FROM/TO</th>
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<th>UNIT PRICE</th>
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<td>2</td>
<td>COMMODITY CODE: 465-14-00-0000000 CABLE-ASSEMBLY-MULTI-FUNCTION W/LENS/ ZOLL MODEL # 8300-0783</td>
<td>1.00</td>
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<td>COMMODITY CODE: 465-14-00-0000000 SENSOR-02-ADULT/PEDIATRIC-DISPOSABLE/ ZOLL ITEM # 8000-0339</td>
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<td>CAPNOLINE PLUS-02-ADULT-02 TUBING/ ZOLL # 8300-0524-01 CASE OF 25</td>
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<td>CABLE-PATIENT -ISTEF FOR 12 LEAD BC/ ZOLL # 8000-00898-01</td>
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<td>SUPPLIES AND ACCESSORIES - ADDITIONAL ITEMS NOT LISTED ABOVE -COMPLETE MANUFACTURER'S PRICE LIST AND PROVIDE 4% DISCOUNT OFF THE 2015 PRICE LIST (LINE #27 FOR INFORMATION ONLY)</td>
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<td>PER SPECIFICATION ATTACHED</td>
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<td>MANDATORY BIDDERS CONFERENCE : DECEMBER 15, 2014</td>
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<tr>
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<td>LOCATION: 1100 N EASTERN AVE LOS ANGELES, CA 90063</td>
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<td>TIME: DECEMBER 15, 2014 AT 10:00 AM</td>
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<td>LOCATION: ISD LARGE CONFERENCE ROOM (1 FLOOR)</td>
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EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: December 1, 2015
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding 1) the second reading and adoption of an Ordinance amending El Segundo Municipal Code §1-6-4 Regarding Employment Exclusions from Civil Service (Fiscal Impact: $373,700)

RECOMMENDED COUNCIL ACTION:
1. Second reading by title only and adoption of Ordinance No. 1513 regarding Employment Exclusions from Civil Service.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. 1513 amending El Segundo Municipal Code §1-6-4 Regarding Employment Exclusions from Civil Service

FISCAL IMPACT: $373,700

Amount Budgeted: $373,700
Additional Appropriation: N/A
Account Number(s):

ORIGINATED BY: Martha A. Dijkstra, Human Resources Director
REVIEWED BY: Martha A. Dijkstra, Human Resources Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
At its regular meeting on November 17, 2015, City Council approved the creation of and salary allocation for a new classification entitled Residential Sound Insulation Supervisor as part of the classification and salary changes for Fiscal Year 2015-16. As the classification is to be designated “At-Will” status, it is necessary to exclude this position from the classified service in the El Segundo Municipal Code. To this end, the November 17th staff report included the introduction of an Ordinance to amend Municipal Code § 1-6-4, Employment Exclusions from Civil Service, by adding the newly created classification of Residential Sound Insulation Supervisor. Staff is now recommending that Council approve the passage and adoption of the Ordinance. The Ordinance will become effective after a thirty-day waiting period following passage and adoption.
ORDINANCE NO. 1513

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE
§1-6-4 REGARDING EXCLUSIONS.

The City Council of the City of El Segundo does ordain as follows:

SECTION 1: The City Council finds as follows:

A. The El Segundo Municipal Code ("ESMC") provides that the City Council may from time to time by Ordinance designate departments, appointive officers, or employees of the City; and

B. It is in the best interest of the City to list all existing officers and members of departments excluded from the Personnel Merit System; and

SECTION 2: ESMC § 1-6-4 is amended in its entirety to read as follows:

"Sec 1-6-4. EXCLUSIONS

Those officers and members of departments in addition to department heads and elected officers who are expressly excluded from the merit system are:

Assistant City Manager
City Attorney
City Manager
City Engineer
Construction Coordinator
Economic Development Analyst
Economic Development Manager
Property Owner Coordinator
Residential Sound Insulation Design Coordinator
Residential Sound Insulation Supervisor
Senior Civil Engineer
Senior Executive Assistant

SECTION 3: Repeal of any provision of the ESMC herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 4: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.
SECTION 5: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances, make a note of the passage and adoption in the records of this meeting, and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 6: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this 1st day of December, 2015.

Suzanne Fuentes, Mayor
STATE OF CALIFORNIA          )
COUNTY OF LOS ANGELES       )    SS
CITY OF EL SEGUNDO        )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. 1513 was duly introduced by said City Council at a regular meeting held on the 17th day of November 2015, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 1st day of December, 2015, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

Nov 2015
AGENDA DESCRIPTION:
Consideration and possible action regarding 1) Adoption of a Resolution providing for salary and benefit changes to Chapter 1A2, Management-Confidential Series, of the El Segundo Administrative Code and 2) Adoption of Resolutions for CalPERS Employer Paid Member Contributions (EPMC) for Safety Executives and Fire Management. (Fiscal Impact: $16,800 Estimated Savings)

RECOMMENDED COUNCIL ACTION:
1. Adopt the Resolution amending Chapter 1A2 of the El Segundo Administrative Code
2. Adopt the Resolutions for Employer Paid Member Contributions
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution amending Chapter 1A2 of the El Segundo Administrative Code
2. Resolution for Employer Paid Member Contribution for Safety Executives
3. Resolution for Employer Paid Member Contribution for Fire Management

FISCAL IMPACT:
Total Fiscal Impact: $16,900 Estimated Savings

Additional Appropriation: None

Account Number(s):

ORIGINATED BY: Martha A. Dijkstra, Director of Human Resources
REVIEWED BY: Martha A. Dijkstra, Director of Human Resources
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION
At its meeting on November 3, 2015, Council approved amending the City's contract with the Public Employees' Retirement System (PERS) to cease contributions under Government Code Section 20516(a), (3% Employer Cost-Sharing of Additional Benefits) applicable to the unrepresented fire classifications of Fire Chief and Battalion Chief.

The purpose of removing the 3% Employer Cost Sharing provision from the City's contract with PERS is to be able to shift this 3% from the Employer Cost to the PERS Member Share so employees pay their full 9% PERS Member Share, thereby reducing the City's Employer Paid Member Contribution (EPMC) from the current 3% to 0%. The effective date of the Resolutions will be the pay period beginning January 9, 2016, which coincides with the effective date of the contract amendment allowing for a seamless transition for most employees affected by this adjustment.
Recommendations are made as follows:

Fire Management Group - This group consists of the unrepresented Battalion Chief positions. The Resolution currently on file reflects the Employer paying 3% of the EPMC. The attached Resolution reflects decreasing this amount from 3% to 0% and the employees paying the full 9% of the member contributions.

Safety Executives – For purposes of EPMC Resolutions, PERS requires agencies to join classes together to create a logical grouping of classes and prohibits creating a “class of one”. To comply with this requirement, the City previously created the Safety Executives group consisting of the Fire Chief and Police Chief classes. The Fire and Police Chiefs were at one point paying their full 9% PERS Member Share but at its meeting on September 18, 2012, Council approved Resolutions amending the PERS Member Share from 9% to 6% and the Employer paying the 3% as EPMC. This occurred because PERS required us, at the time, to include the Fire Chief as part of the 3% Employer Cost-Sharing. On September 18, 2012, Council also approved an additional concession for the Police Chief to make up for the reduced PERS Member Share which consisted of lowering the vacation buy-back benefit from 100% of his annual accrual to 70% of his annual accrual.

Staff recommends approving the attached Resolution for Safety Executives to increase the PERS Member Share from 6% to 9% and reducing the City’s EPMC from 3% to 0%. Further, staff also recommends restoring the vacation buy-back benefit for the Police Chief as the concession is no longer needed and to make this benefit consistent with all other Executive classifications.

The estimated City savings for eliminating the City’s EPMC obligation are $16,800.
RESOLUTION NO.__________

A RESOLUTION PROVIDING FOR SALARY AND BENEFIT
CHANGES TO CHAPTER 1A2 (MANAGEMENT-CONFIDENTIAL
SERIES) OF THE EL SEGUNDO ADMINISTRATIVE CODE.

The City Council of the City of El Segundo does resolve as follows:

Section 1: Section 1A2.146 of the El Segundo Administrative Code, entitled “Vacation Time
Accrual – Payment in Lieu Of”, is amended as follows:

Effective immediately, Management/Confidential non-safety employees who have
completed one year of service may receive cash payment in lieu of accrued vacation time up to a
maximum of sixty five percent (65%) of the annual accrual to which they are eligible for due to their
length of service. Effective immediately, Management/Confidential fire safety employees (Battalion
Chiefs) who have completed one year of service may receive cash payment in lieu of accrued
vacation time up to a maximum of ten percent (10%) of the annual accrual to which they are eligible
for due to their length of service. Executive employees may receive cash payment in lieu of accrued
vacation time up to a maximum of one hundred percent (100%) of the annual accrual to which they
are eligible due to their length of service. Effective January 9, 2016, the Police Chief may receive
cash payment in lieu of accrued vacation time up to a maximum of one hundred percent (100%) to
which he is eligible due to his length of service. Notwithstanding other provisions of the
Administrative Code, employees regulated by this Chapter who receive payment of vacation hours
shall have the value of the vacation hours calculated at the base salary hourly rate.

Section 2: Section 1A2.153 of the El Segundo Administrative Code, entitled “PERS Member
Contribution” is amended as follows:

Miscellaneous Executives shall pay seven percent (7%) of the PERS Member
Contribution effective October 8, 2011. Safety Executives shall pay nine percent (9%) of the PERS
Member Contribution effective January 9, 2016. Effective June 13, 2015, Management Confidential
employees shall pay five percent (5%) of the PERS Member Contribution and effective January 9,
2016, Fire Management employees (Battalion Chiefs) shall pay nine percent (9%) of the PERS
Member Contribution.

Section 3: The City Clerk is directed to certify the adoption of this Resolution; record this
Resolution in the book of the City’s original resolutions, and make a minute of this adoption of the
Resolution in the City Council’s records and the minutes of this meeting.

Section 4: This Resolution will become effective immediately upon adoption and

PASSED AND ADOPTED this 1st day of December, 2015.

Suzanne Fuentes,
Mayor

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CERTIFICATION

STATE OF CALIFORNIA       )
COUNTY OF LOS ANGELES     )     SS
CITY OF EL SEGUNDO        )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 1st day of December, 2015, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _____ day of ___________, 2015.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: ____________________________
    Karl H. Berger
    Assistant City Attorney
RESOLUTION NO.

A RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR THE CITY OF EL SEGUNDO'S FIRE MANAGEMENT EMPLOYEES.

The City Council of the City of El Segundo does resolve as follows:

Section 1: The City Council finds and declares as follows:

A. The City Council of the City of El Segundo has the authority to implement Government Code Section 20691;

B. The City of El Segundo has a written labor policy or agreement which specifically provides for the normal member contributions to not be paid by the employer;

C. One of the steps in the procedures to implement Section 20691 is the adoption by the City Council of the City of El Segundo of a Resolution to commence said Employer Paid Member Contributions (EPMC);

D. The City Council of the City of El Segundo has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of the Fire Management Group
- The benefit shall consist of Employer paying 0% of the normal member contributions as EPMC
- The Employee will pay 9% of the normal member contributions.
- The effective date of this Resolution shall be January 9, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of El Segundo elects to pay EPMC, as set forth above.

Section 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City’s original resolutions; and make a minute of the adoption of the Resolution in the City Council’s records and the minutes of this meeting.

PASSED AND ADOPTED this __1st__ day of __December__, 2015.

______________________________
Suzanne Fuentes,
Mayor

- 5 -
CERTIFICATION

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES  )  SS
CITY OF EL SEGUNDO   )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ______ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 1st day of December, 2015 and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 1st day of December, 2015.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: ____________________________
Karl H. Berger
Assistant City Attorney
RESOLUTION NO.__________

A RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR SAFETY EXECUTIVES.

The City Council of the City of El Segundo does resolve as follows:

Section 1: The City Council finds and declares as follows:

A. The City Council of the City of El Segundo has the authority to implement Government Code Section 20691;

B. The City of El Segundo has a written labor policy or agreement which specifically provides for the normal member contributions to not be paid by the employer;

C. One of the steps in the procedures to implement Section 20691 is the adoption by the City Council of the City of El Segundo of a Resolution to commence said Employer Paid Member Contributions (EPMC);

D. The City Council of the City of El Segundo has identified the following conditions for the purpose of its election to pay EPMC:

   • This benefit shall apply to all employees of the Safety Executives Group

   • The benefit shall consist of Employer paying 0% of the normal member contributions as EPMC

   • The Employee will pay 9% of the normal member contributions.

   • The effective date of this Resolution shall be January 9, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of El Segundo elects to pay EPMC, as set forth above.

Section 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City’s original resolutions; and make a minute of the adoption of the Resolution in the City Council’s records and the minutes of this meeting.

PASSED AND ADOPTED this ___ day of ___ December___, 2015.

Suzanne Fuentes,
Mayor
CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS
CITY OF EL SEGUNDO )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 1st day of December, 2015 and the same was so passed and adopted by the following vote:

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NOES: 

ABSENT: 

ABSTAIN: 

NOT PARTICIPATING: 

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 1st day of December, 2015.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: Karl H. Berger
Assistant City Attorney

- 8 -
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of 1) A Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Firefighters’ Association; 2) a class specification for the newly created class of Fire Paramedic and 3) adoption of a Resolution establishing a basic monthly salary for the new class of Fire Paramedic. Fiscal Impact FY 2015-16: Estimated Net Savings of $519,500; Fiscal Impact FY 2016-17: Estimated Net Savings of $246,210.

RECOMMENDED COUNCIL ACTION:
1. Approve the Agreement
2. Adopt the Resolution approving the Memorandum of Understanding
3. Approve the new classification of Fire Paramedic
4. Adopt the Resolution establishing a basic monthly salary for Fire Paramedic
5. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Agreement (Redline and final version attached)
2. Resolutions
3. Class Specification

FISCAL IMPACT: FY 2015-16: Estimated Net Savings: $519,500
   Amount Budgeted:
   Additional Appropriation: N/A
   Account Number(s):

PREPARED BY: Martha A. Dijkstra, Human Resources Director
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:
Staff and representatives of the El Segundo Firefighters’ Association (FFA) met and conferred pursuant to Section 3500 et. seq. of the California Government Code, for the purposes of reaching a labor agreement. Agreement was reached on Wednesday, October 14, 2015. The Agreement has been approved by the FFA membership.

The Agreement contains the following provisions, most of which constitute significant structural changes to the salary and benefits associated with positions represented by this bargaining unit. Salary and benefit-related items are effective the pay period beginning November 28, 2015, unless otherwise noted.

1. Term – 3 years, October 1, 2014 – September 30, 2017
2. Eliminate twenty percent (20%) Paramedic Special Assignment Pay and replace it with the new
classification of Fire Paramedic which will be compensated at the same level as Fire Engineer. Current incumbents assigned to Paramedic duties will be reclassified to the new classification.

3. Eliminate Hazardous Materials Pay
4. Eliminate Drivers’ License Pay
5. Eliminate five percent (5%) Deferred Compensation City match
6. Eliminate Uniform Allowance
7. Eliminate City-paid annual medical examinations
8. Eliminate City’s PERS Payment on Holiday Pay
9. Education Incentive
   • Eliminate for future hires
   • Freeze incentive pay for current employees. However, current employees who receive a college degree (up to a Bachelor’s) by September 30, 2017, will be eligible for that Incentive Pay. A Master’s Degree will no longer qualify for Education Pay and has been removed from the Schedule.

10. Longevity Pay
    • Eliminate for future hires
    • Freeze incentive pay for current employees. However, current employees eligible for one additional longevity milestone will be allowed to reach that milestone and thereafter will not be eligible for further longevity levels.

11. Health Insurance Monthly Contribution – Monthly contribution will be $1425.02 beginning 1/1/16 and the new flat rate will remain in effect for the term of the MOU; the automatic formula has been eliminated.

12. Dental/Optical/Life Insurance – Annual incremental increases will no longer be added to base salary; premiums and future increases to be borne by employees.

13. Long-Term Care – City will no longer pay on behalf of employees.

14. Vacation Payouts – will be paid at base hourly rate rather than the regular rate of pay

15. Sick Leave Payouts – will be paid at base hourly rate rather than regular rate of pay effective 10/1/16.

16. Overtime – Vacation and Sick Leave will not count as hours worked for purposes of calculating overtime.

17. Base Salaries
    • 2% increase effective the pay period beginning November 28, 2015
    • 3% increase effective the pay period beginning October 1, 2016.

18. Bereavement – The definition of “immediate family” has been modified to include spouse’s relatives.

19. MOU Language Changes:
    • Pension Reform Language included in MOU
    • Regular Rate of Pay – definition clarified to ensure 9% EPMC is not calculated as part of the rate as it is not applicable to this bargaining unit.
    • Obsolete language removed
    • Language related to Cost of Living Adjustment (COLA) and Layoffs removed (carryover MOU language from 2011-2014 MOU)
MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF EL SEGUNDO

AND

EL SEGUNDO FIREFIGHTERS’ ASSOCIATION, I.A.F.F., LOCAL 3682

OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2017
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ARTICLE 1 - GENERAL PROVISIONS

Section 1.01 PREAMBLE
1. This Memorandum of Understanding is made and entered into between the El Segundo Firefighters' Association, affiliated with the International Association of Firefighters, hereinafter, referred to as "Union", and the management representatives of the City of El Segundo, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et seq.

2. The parties have met and conferred in good faith regarding employment conditions and it is mutually agreed that this Memorandum of Understanding shall be effective as described in Section 1.08, below. It is further agreed that except as provided herein, there will be no other negotiations for salaries, benefits, and working conditions for the term covered by this Memorandum unless both parties agree otherwise; and the parties shall submit this Memorandum to the City Council with a joint recommendation that the body resolves to adopt appropriate motions and resolutions to implement the provisions of this Memorandum. Nothing herein prevents the City from meeting and conferring with the Union on proposed changes to the City's Personnel Rules and Regulations, which are within the scope of representation.

3. Any and all prior or existing Memoranda of Understanding, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

Section 1.02 RECOGNITION
1. The City hereby confirms its recognition of the Union as representative of the employees in the representation unit containing positions specifically set forth below, and has agreed to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law. For representation purpose, the unit shall consist of the following positions: Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain. The Union was also recognized to represent the previous position of Special Assignment Paramedic.

Section 1.03 MANAGEMENT RIGHTS
1. Except as limited by specific and express terms of this agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities conferred on and vested in it by the laws and the Constitution of the State of California and/or the United States of America.

2. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in the agreement is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees for lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means
Section 1.04  **SAVINGS CLAUSE**

1. If any provision or the application of any provision of this Memorandum as implemented should be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of this Memorandum shall remain in force and effect for the duration of said Memorandum.

Section 1.05  **NO STRIKE CLAUSE**

1. California Labor Code Section 1962 provides that firefighters shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties. Therefore, and irrespective of the term or existence of any Memorandum of Understanding or other rule or regulations, the parties acknowledge that such activity is unlawful.

2. Additionally, any other job action, including but not limited to slow downs, speed ups, “sick outs” and other activity actually or potentially having a negative impact upon the public health and welfare, is deemed illegal and is prohibited, irrespective of the term or existence of any Memorandum of Understanding e.g. see City of Santa Ana v. Santa Ana Police Benevolent Association (1989) 207 Cal.App. 3rd 1568, 255 Cal.Rptr. 688 regarding public safety organization “sick outs”).

Section 1.06  **MAINTENANCE OF EXISTING BENEFITS**

1. The Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered in this Memorandum of Understanding are covered by existing ordinances, resolutions, policies, and practices of the City, as well as the Personnel Rules and Regulations presently in effect. Therefore, for the life of this agreement, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issues whether specifically discussed prior to the execution of this agreement or which may have been omitted in the discussions which led up to the execution of this agreement, except as provided in this agreement or by mutual agreement of parties.

2. Nothing herein prevents the City and Union from meeting and consulting on the City’s Personnel Rules and Regulations, which are within the scope of representation. However, the mutual agreement of both the City and Union are required to effect any change.

Section 1.07  **NON-DISCRIMINATION CLAUSE**

1. The Union and the City recognize and agree to protect the rights of all employees to join and/or participate in the protected Union activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3500 through 3510.
2. The City and the Union agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations and shall act affirmatively to accomplish equal employee opportunities for all employees. The City and the Union 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 dealing with State or Federal anti-discrimination laws.

Section 1.08 NOTICE TO MEET AND CONFER

1. Except in cases of emergency as provided in Government Code Section 3504.5, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.

2. In cases of emergency when the governing body or such boards or commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards, and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

ARTICLE 2 – SALARIES

Section 2.01 SALARIES

1. Effective October 14, 2008, the past practice of “compounding” base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.

2. Effective November 28, 2015, the base salary of each affected employee shall be increased by two percent (2%).

3. Effective October 1, 2016, the base salary of each affected employee shall be increased by three percent (3%).

4. Attached to this Memorandum of Understanding as Exhibit II, and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.01.

Section 2.02 SCHEDULE OF CLASSES BY SERIES

1. The following respective range numbers are hereby allocated and assigned to the following respective positions in the service of the City, hereinafter set forth:

<table>
<thead>
<tr>
<th>Position</th>
<th>Range Number</th>
<th>Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter</td>
<td>483</td>
<td>A - F</td>
</tr>
<tr>
<td>Fire Engineer</td>
<td>497</td>
<td>A - E</td>
</tr>
<tr>
<td>Fire Paramedic</td>
<td>497</td>
<td>A - E</td>
</tr>
<tr>
<td>Fire Captain</td>
<td>510</td>
<td>A - E</td>
</tr>
</tbody>
</table>
Section 2.03  SALARY SCHEDULE CALCULATION METHODOLOGY

1. The methodology used in computing adjustments in monthly salary shall be as follows:

2. Adjustments are to be computed from the amount shown in the base salary columns, step A through F of Range 483, and step A through E of Ranges 497 and 510 of the Base Salary Schedule. Multiply each step by the percent of the new salary adjustment. Once all of the salary steps have been computed, each salary figure shall be rounded off to two (2) decimal places, and this amount will comprise the new base salary schedule. Taxable pay will be calculated by subtracting the Public Employee Retirement System (PERS) picked up by the employer in accordance with Internal Revenue Code Section 414(h)(2), (which is calculated at 9% of the resulting regular rate of pay). Hourly rates for each step are calculated by multiplying the respective unrounded salary step plus applicable incentives (regular rate of pay) by twelve (12) and then dividing by two thousand nine hundred twelve (2,912) and rounding off the result to the nearest two (2) decimal places.

Section 2.04  REGULAR RATE OF PAY

1. This MOU periodically refers to the “regular rate of pay.” The “regular rate of pay” is defined in 29 CFR § 778.108 et. seq. The “definition” used in this MOU is for general reference and does not override the specific definitions set forth in the FLSA. Therefore, as used in this MOU, the “regular rate of pay” is the remuneration paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the “regular rate of pay.” Applicable statutes/case law shall prevail over any MOU definitions inconsistent with statutes/case law. The parties acknowledge that the City does not pay the employee’s 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

Section 2.05  BASE SALARY SCHEDULE—STEP ADVANCEMENT

1. The advancement of a new employee from Step A shall be on the new employee's anniversary date which is established as the day immediately following satisfactory completion of his/her first six months service; Steps B, C, D and E (F for Firefighters only) contemplate one year's service in each of such classification subject to the limitations of the paragraph below and the advancements there from shall be on the anniversary date of the employee; Step E (F for Firefighters only) contemplates continued
service in such step until further advancement is indicated by reason of longevity.

2. If the employee's anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the anniversary date falls in the second week of the pay period, the effective date of the increase will be the first day of the following pay period. An employee in the fire service shall be presumed to merit an increase in pay unless his or her current performance evaluation on file rates him or her below standard or unsatisfactory and the Fire Chief notifies the Personnel Officer and employee in writing at least ten days in advance of the scheduled increase that the increase in pay should be withheld, stating reasons. If employee’s performance subsequently improves to a satisfactory level, the pay will be granted upon the issuance of a satisfactory performance report.

Section 2.06  FIREFIGHTER COMPENSATION/PROBATIONARY PERIOD

1. Fire service employees shall be appointed to the position of Firefighter and compensated at Step A of the range assigned to Firefighter (483) for the first six (6) months from their date of hire. They shall be on probation during the first twelve (12) months from their date of hire.

Section 2.07  CHANGE IN ANNIVERSARY DATE AND RANGE NUMBER

1. An employee advanced from one range to another, shall receive a new anniversary date, which is the date of the change. Other changes in salary, unless specifically directed by the Council or as provided in the second paragraph of the Section herein entitled “Base Schedule-Step Advancement” herein shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System ordinance and the Personnel Rules and Regulations. The City Council reserves the right at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee.

Section 2.08  SALARY PLACEMENT ON PROMOTION

1. In all cases where an employee is promoted to a classification for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent of the base rate of the affected employee.

2. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his/her subordinate’s base rate, the supervisor’s base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate’s base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

3. Any affected employee assigned to and performing the duties of a Fire Paramedic and who is promoted, shall suffer no decrease in Base Salary (pre-promotion base salary being measured by base salary plus any paramedic bonus). This Section shall not apply
to paramedics who suffer a salary decrease because of a reassignment out of the paramedic program (as opposed to a promotion).

Section 2.09 FLEXIBLE SPENDING ACCOUNT

1. The City shall allow employees to participate in the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

ARTICLE 3 – INCENTIVE COMPENSATION

Section 3.01 PARAMEDIC SPECIAL ASSIGNMENT PAY

1. Effective the pay period beginning November 28, 2015, Paramedic Special Assignment Pay shall no longer be provided to members of this bargaining unit. Rather, employees currently performing special assignment paramedic duties shall be reclassified to the newly created classification of Fire Paramedic.

Section 3.02 PARAMEDIC LICENSE INCENTIVE

1. Effective October 14, 2008, permanent sworn employees with a minimum of two years with the El Segundo Fire Department that possess a California Paramedic License and have Accreditation by the County of Los Angeles will be compensated at the monthly amount set forth in Exhibit III.

2. The members qualifying for this incentive may be utilized on paramedic assessment apparatus. These employees will be used on rescue ambulances to cover for members in the special assignment paramedic status when no special assignment paramedic can be reasonably called in from off duty. When no Fire Paramedic can be reasonably called in from off duty, then the following procedure will be used.

a. If the opening occurs on a rescue ambulance, move the special assignment paramedic from the assessment apparatus to the rescue ambulance.

b. Move an on-duty qualified paramedic Engineer or Captain to the assessment apparatus and hire back a Firefighter (the on-duty Battalion Chief will decide based on operational need as to which on-duty member would best be moved.)

c. If there is no on-duty qualified paramedic Engineer or Captain, check availability for an off-duty qualified paramedic Engineer or Captain who has signed up and attempt to rehire (Engineers will be considered first then Captains.)

d. If there are none on the availability rehire list, then attempt to force hire an off-duty qualified paramedic
Engineer or Captain (Engineers will be force hired first before Captains.)

e. If no off-duty qualified paramedic Engineers or Captains can reasonably be called in from off-duty, then a firefighter will be force hired to fill the vacancy.

3. Members who have never been certified/licensed or who have decertified (no longer licensed) and seek certification or recertification (licensure) will be sponsored by the City at the member’s request. Certification, recertification or licensure shall be at the member’s own time and expense including all fees for testing, licensure and any other associated costs with the exception of continuing education currently provided by the City’s EMS Educator. Educational reimbursement will not be provided for outside training required for the initial recertification/licensure, or in situations where the employee did not attend classes provided in-house by the City’s Nurse Educator or other City provided resource. Once a member has in his/her possession a California Paramedic License and Accreditation from Los Angeles County and makes those documents available for inspection by the City, they shall be compensated as per the provisions in this MOU.

4. The City shall continue to provide an EMS Educator.

Section 3.03 FIRE STAFF PREMIUM PAY

1. Effective October 14, 2008, uniformed personnel who are assigned Fire Department work outside of the Suppression Division shall receive fire staff premium pay equal to Fifteen percent (15%) above the employee’s regular rate of pay to which they are entitled.

Section 3.04 HAZARDOUS MATERIALS FIRST RESPONDER OPERATIONAL INCENTIVE PAY

1 Effective the pay period beginning November 28, 2015, Hazardous Materials Pay shall no longer be provided to members of this bargaining unit.

Section 3.05 LIGHT-DUTY PAY

1. When an employee is assigned to light duty because of a temporary physical disability or condition, she/he shall be paid at the rate of her/his normal duty assignment without regard to the temporary duty schedule.

Section 3.06 FIRE INVESTIGATOR PREMIUM PAY

1. The assignment of cause and origin/arson investigators (also described as “fire investigators”) shall be created with the assignment requirements being designated by the Fire Chief. Employees selected to serve in this assignment shall receive a $50.00 per month stipend. The stipend shall commence with the employee providing evidence of having successfully completed mandated training and qualification to be certified to perform the duties of the assignment.
Section 3.07  **TILLER PREMIUM PAY**

1. Employees classified as Firefighters and tiller certified by the City shall receive a monthly stipend of $50.00.

Section 3.08  **DRIVER’S LICENSE PREMIUM PAY**

1. Effective the pay period beginning November 28, 2015, Driver’s License Premium Pay shall no longer be provided to members of this bargaining unit.

2. The City will provide the training and the means (i.e., equipment) to obtain the Class “C” license with a firefighter endorsement qualified to operate a class “A” vehicle. In the event the City elects not to provide the training or means to obtain the required license, the requirement for the respective license shall be dropped until such time as the City again provides the said training and means.

Section 3.09  **REQUESTING INCENTIVE COMPENSATION**

1. Members eligible to receive incentive compensation shall make a request in writing in order to receive such compensation (NOTE: through an approved form through channels to the Fire Department Personnel Officer. They shall also provide copies of the necessary proof of their eligibility to receive the incentive as outlined below:

<table>
<thead>
<tr>
<th>Incentive Compensation</th>
<th>Required Proof</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paramedic License Incentive:</td>
<td>Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.</td>
</tr>
<tr>
<td>Educational Program - EMT-D:</td>
<td>A current EMT-D certification.</td>
</tr>
<tr>
<td>Educational Program - Units:</td>
<td>Official or unofficial transcript listing required units.</td>
</tr>
<tr>
<td>Educational Program - Certificate:</td>
<td>Certificate, or official or unofficial transcript listing certificate earned.</td>
</tr>
<tr>
<td>Educational Program - Degrees:</td>
<td>Diploma, or official/unofficial transcript listing degree earned or showing that the requirements have been met.</td>
</tr>
</tbody>
</table>

2. In addition, for incentive items that are renewed (Paramedic and EMT-D,) members must provide proof of renewal prior to the date of expiration of the last provided proof of eligibility. Failure to provide proof prior to the expiration will result in the loss of the effected incentive compensation, retroactive back to the date of expiration. The employee can have the incentive pay reinstated in the first payroll period following provision of proof of eligibility. The reinstatement shall be retroactive to the date the member met the qualifications for an incentive item as indicated in the proof of eligibility.
ARTICLE 4 – EDUCATIONAL PROGRAMS

Section 4.01 INCENTIVE PAY

1. Members of this bargaining unit hired on or before November 28, 2015 will be eligible for one additional Education Incentive if the degree/units is conferred/completed by September 30, 2017; Master’s degree excluded. The amount of compensation shall be as set forth in the applicable range in Exhibit III, attached and incorporated into this MOU. The one additional Incentive will be held in abeyance until the required years of service are met (if not met prior to September 30, 2017). Members of this bargaining unit who are conferred a degree after September 30, 2017 shall not be eligible for the additional Education Incentive Pay.
   a. Fire Science Certificate or successful completion of twenty units of college level courses in Fire Science and two years of service with the El Segundo Fire Department – pursuant to Schedule 1, Fire Units;
   b. Associate of Arts Degree with at least twenty units in Fire Science and 7.5 years of service with the El Segundo Fire Department – pursuant to Schedule 1, AA Degree;
   c. Bachelor’s Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief and 10 years of service with the El Segundo Fire Department – pursuant to Schedule 1, BA Degree.
   d. The above amounts shall not be cumulative.

2. Bargaining unit members hired after November 28, 2015, shall not be eligible for the Education Incentive Pay.

Section 4.02 ELIGIBILITY

1. Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for incentive pay as provided herein. Each employee who qualifies for educational incentive pay shall remain eligible during the course of his/her employment with the City, with the following exceptions: After qualifying for educational incentive pay, an employee shall cease to receive such pay during any time period that: the employee does not meet the requirements for educational incentive pay; the employee is suspended without pay; or the employee’s most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this incentive under the terms stated above shall have their incentive pay reinstated the first payroll period following his/her re-qualification.

Section 4.03 CONTINUOUS TRAINING

1. The City currently provides the training and the means to obtain the EMT-D certification and the Class “B” Restricted Driver’s
License. In the event the City elects not to provide the training or means to obtain the required certification or license, the requirement for the respective certification or license shall be dropped and otherwise qualified employees shall remain eligible for educational incentive pay until such time as the City again provides the said training and means.

**ARTICLE 5 - LONGEVITY ACHIEVEMENT PAY**

Section 5.01 TENURE AND COMPENSATION SCHEDULE

1. Members of this bargaining unit hired on or before November 28, 2015 will be eligible for one additional Longevity Pay increase, as set forth in Exhibit IV, attached and incorporated into this MOU. Once the next Longevity level has been reached, the employee shall not be eligible for any future Longevity levels.

2. Bargaining Unit members hired on or after November 28, 2015, shall not be eligible for the Longevity Pay.

Section 5.02 ELIGIBILITY

1. After qualifying for longevity pay, an employee shall cease to receive such pay during any time period that: the employee does not meet the requirements for longevity pay; the employee is suspended without pay; or the employee’s most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this incentive under the terms stated above shall have their incentive pay reinstated the first payroll period following his/her re-qualification.

**ARTICLE 6 - INSURANCE ACTIVE EMPLOYEES**

Section 6.01 BASIC HEALTH AND MEDICAL INSURANCE

1. The City will consult with employees through the insurance committee and consider all suggestions and presentations on the types of insurance plan or plans to be purchased. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.

Section 6.02 OPTICAL INSURANCE PROVIDER

1. The optical insurance plan to be selected by the City will be the Teamsters’ proposed vision plan provided through Vision Care Plan or a plan with similar benefits.

Section 6.03 HEALTH INSURANCE FORMULA

1. For the duration of calendar year 2015, the maximum medical contribution shall be $1334.91.

2. The 2016 monthly City-paid health insurance premium contribution for medical health insurance will be $1425.02. This rate is equal to the average dollar cost of the 2016 premiums for an
employee and two (2) or more dependents under the HMOs available to the employees under the Public Employees' Medical and Hospital Care Program in the “Los Angeles Area”, as that term is defined by CalPERS. The 2016 rate of $1425.02 shall remain in effect for the term of this MOU.

3. Employee Assistance Program – The City shall provide a basic level of service to employees at city cost. Basic level shall consist of three (3) sessions per member/per incident/per year. Employees may voluntarily enroll in the EAP/Outpatient tier at their own cost; the 2016 monthly rate is $9.52 and is subject to change.

Section 6.04 DENTAL, OPTICAL AND LIFE INSURANCE

1. The City shall offer dental, optical, and life insurance to bargaining unit members, premiums to be fully paid by employees. Insurance premiums paid by the employee will be deducted from the employee’s paycheck and if eligible through the City’s established flex plan under section 125 of the Internal Revenue Code. The City will extend dental coverage for dependents to the age of 26 as is the current practice for medical insurance.

Section 6.05 LONG-TERM DISABILITY INSURANCE

1. The City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters group Long-Term Disability Insurance. These payments shall be reported to the taxing authorities as ordinary income of the employees.

2. An employee who has qualified for Long-Term Disability as a result of an injury or illness shall be required to implement a 50/50 integration benefit (50% of the available LTD benefit being funded by any and all accrued leaves) under the LTD Plan after their FMLA time expires. This 50/50 option will continue until the employee returns to duty, terminates employment, or exhausts all accrued Leaves. During use of the integration benefit process, the City will continue the employee’s medical insurance and retirement payments as if the employee were not on Leave.

3. Employees of the Firefighters Bargaining Unit may participate in the City’s Catastrophic Leave Program. Members on Long-Term Disability Leave, upon exhausting all accrued leaves, will be considered for the use of the City’s Catastrophic Leave Program.

Section 6.06 CATASTROPHIC LEAVE PROGRAM

The Catastrophic Leave Program is as follows:

a. Purpose

To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.
b. Definition

A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.

c. Procedures

There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.

Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the “Request to Receive Donation” form allowing publication and distribution of information regarding his/her situation.

Sick Leave, vacation and compensatory time leave donations will be made in increments of no less than one day. These will be hour for hour donations.

Employees must, at the time of donation, have a minimum of one hundred (100) hours of accumulated illness/injury leave remaining after a donation has been made.

5. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.

Section 6.07 LONG TERM CARE GROUP INSURANCE

1. Effective November 28, 2015, the City shall no longer pay on behalf of each qualifying employee any premiums for California Association of Professional Firefighters Supplemental Long Term Care Rider Composite Plan.

Section 6.08 MEDICAL INSURANCE CONTRIBUTION - ON DUTY DEATH

1. If it is determined by the Workers’ Compensation Appeals Board and/or the Public Employees’ Retirement System that an Association member has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical insurance premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased member until age 18. Said medical premium payments on behalf of the children of a deceased member shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

2. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits, which the deceased member was receiving at the time of his/her death. For example, if at the time of death, the member was enrolled in a specific HMO Plan, then future premium payments...
made pursuant to this Section shall be in an amount required to maintain comparable plan benefits.

ARTICLE 7 – INSURANCE RETIRED EMPLOYEES

Section 7.01 CITY SPONSORED MEDICAL INSURANCE PLANS

1. The City will pay 100% of the premium for the agreed upon health insurance, under the City’s insurance plans, for retired employees and eligible dependents, to the maximum dollar amount being equal to the contribution made for current employees with coverage which is the same as that of the retiree.

Section 7.02 OTHER MEDICAL INSURANCE PLANS

1. The City shall contribute up to $120.00 per month to employees who service retire while under the employ of the City of El Segundo toward any medical insurance coverage which the retiree should select for himself or herself if the selected medical coverage is not provided under the City’s insurance plans. Retirees with non-City medical coverage shall submit proof of their annual coverage for medical insurance to the City at any time during the year and the City will issue them a reimbursement check. Partial year coverage shall be compensated on a pro-rated basis.

2. The above limitation shall not apply for retirees who retired before December 1989 and in December 1989 were not receiving a City contribution to medical insurance. The monthly limitation for such employees shall be $75.00.

Section 7.03 ELIGIBILITY RETIREE MEDICAL INSURANCE

1. Effective July 1, 1989, employees shall have a minimum of five (5) years of City service as a prerequisite to receive from the City service retiree medical insurance contributions and continued participation in the City’s group insurance plans except as may be mandated by law (e.g., COBRA).

ARTICLE 8 – SICK LEAVE

Section 8.01 SICK LEAVE ACCRUAL

1. Permanent employees shall accumulate sick leave at the rate of one eight-hour day accumulation for each month’s service not to exceed a maximum of 1056 hours. Members of the Fire Service in the positions of Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain who work shifts shall accumulate sick leave at the rate of one twelve-hour day accumulation for each month’s service, not to exceed a maximum of 1584 hours. Sick leave shall be available for immediate use beginning from date of hire.

Section 8.02 SICK LEAVE USAGE FOR FAMILY CARE

1. Affected employees are eligible to utilize a maximum of six (6) days (three shifts) of sick leave per calendar year in order
that care may be provided to immediate family members suffering from illness or injury.

Section 8.03 SICK LEAVE PAY UPON SEPARATION

1. Upon separation from service of an employee, the City shall pay for the employee’s unused sick leave accumulation according to the following schedule at the same rate the employee would have received had he/she used the benefit to receive full pay while absent on the date of the cash-out payment:
   a. 50% after ten (10) years of service.
   b. 90% after twenty (20) years of service.

2. Employees with 25 years or more of City service who have reached age 47 or more may, in each of their final three years of employment, cash out up to 1/3 of their accrued unused sick leave up to a maximum of 90% as long as they maintain a 120 hour post distribution balance during employment. The cash out is limited to one time per calendar year with the exception of the final 1/3 cash out to be made on separation. The first two payments are limited to the maximum dollar value of deferred compensation “catch up” permitted by law for the calendar year in which the cash out is received. In no event can an employee cash-out a cumulative total greater than that permitted above.

3. Effective October 1, 2016, employee’s sick leave pay for 8.03(1) and 8.03(2) shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.04 SICK LEAVE PAY UPON DISABILITY RETIREMENT

1. Employees separating from service because of a disability retirement, after five (5) years of service, will be compensated at 90% of the employee’s accumulated, unused sick leave at the same rate the employees would have received had he/she used the benefits to receive full pay while absent on the date of the cash-out payment. Effective October 1, 2016, employee’s sick leave shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.05 SICK LEAVE PAY UPON DEATH

1. Employees who die while under the employ of the City will receive 75% of their accrued unused sick leave. Benefits shall be paid to employee’s beneficiaries and/or estate at the “regular rate of pay”. Effective October 1, 2016, employee’s sick leave shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.06 ANNUAL PAYMENT FOR HOURS OVER MAXIMUM

1. On the first day of December of each year, employees who maintain a balance of 1056 hours (Firefighters assigned to fire suppression, 1584 hours) of Sick Leave accrual shall be paid at the “regular rate of pay” for one-half the Sick Leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10. Effective October 1, 2016, employee’s sick leave shall be paid at the base hourly rate set forth on the salary schedule.
ARTICLE 9 – VACATION LEAVE

Section 9.01  VACATION ACCRUAL 40-HOUR WORK WEEK

1. Members of the Union who work 40 hours a week shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:
   
a. Twelve (12) working days per year with full salary for the first seven (7) years of continuous service with the City;

b. Eighteen (18) working days per year with full salary after seven (7) years and until the completion of fourteen (14) years of continuous service;

c. Twenty-four (24) working days per year with full salary after fourteen (14) years of continuous service.

Section 9.02  VACATION ACCRUAL 24-HOUR SHIFT

1. Employees who work on a shift basis shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:
   
a. Six (6) shifts per year with full salary for the first seven (7) years of continuous service with the City.

b. Nine (9) shifts per year with full salary after seven years and until the completion of fourteen (14) years of continuous service.

c. Twelve (12) shifts per year with full salary after fourteen (14) years of continuous service.

Section 9.03  VACATION ELIGIBILITY

1. One (1) captain, one (1) engineer, one (1) paramedic and one (1) firefighter per shift shall be granted vacation leave upon approved application being made and consistent with the needs of the Department. Effective October 1, 2011, the use of unsecured vacation shall be allowed, as provided by the rehire policy, more than one member in a rank per shift will be able to use accrued vacation time.

2. Vacation leaves may be taken only after an employee has completed one year’s continuous service with the City.

Section 9.04  VACATION BUY BACK

1. Each affected employee shall be provided the option of converting one hundred percent (100%) of annual accrued vacation leave to cash, at the base hourly rate of pay existing at the time of distribution, during one (1) calendar year pay period as selected at the discretion of the employee.

Section 9.05  VACATION ACCRUAL ON IOD
1. An employee on a City approved industrial disability leave may exceed his/her maximum vacation accrual by 50% of his/her annual vacation leave. (Example: employee on IOD with 288 hours accrued vacation may accrue an additional 72 hours, i.e. 50% of his 144 annual accrual).

Section 9.06 PROMOTION AND TRANSFER ELIGIBILITY

1. Vacations shall be honored with respect to all transfers even if that vacation period has already been taken by another member. In addition, vacations shall be honored with respect to promotions, however this is contingent on volunteer members being available to work. Vacations honored under this provision that allow two members to be on vacation during the same period shall not be available to other members should the transferred or promoted member cancel said vacation period.

Section 9.07 PAYOUT ON TERMINATION

1. Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period and the terminal salary warrant shall include accrued vacation pay to the time of termination.

Section 9.08 EMERGENCY USE

1. For personal emergencies, that is, a serious illness of an "immediate family" member of the employee or the employee's spouse and for cases of extreme and unusual hardship of an emergency nature, employees, upon request, shall be entitled to utilize accumulated vacation leave or compensatory time-off, for which prior notification is required; however, in certain instances notification requirements may be waived.

ARTICLE 10 – OVERTIME

Section 10.01 GENERAL

1. All of the members of the Fire Department shall be subject to call for service at any time.

2. All employees working a 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their “regular rate of pay,” for all time worked in excess of 182 hours in a 24 day work period. This MOU periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. The parties acknowledge that the City does not pay the employee’s 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

3. All employees working a 40 hour/7-day work period, a 9/80 or other modified 40 hour schedule shall receive premium overtime compensation at the rate of one and one-half (1.5) times their regular rate of pay for all time worked in excess of their daily work shift or in excess of 40 hours in a 7-day work period.
4. In determining an employee’s eligibility for overtime compensation in a work period, paid leaves of absences and unpaid leaves of absences shall be excluded from the total hours worked. Paid leaves of absences that are to be excluded from total hours worked are the following:
   a. Vacation Leave
   b. Sick Leave
5. 56-HOUR SUPPRESSION ASSIGNMENT— The work period for all employees assigned to a 56-hour suppression assignment (56 hr. employees) shall be a 56-hour week, consisting of eight (8), twenty-four-hour shifts within a 24-calendar day “FLSA cycle”. The employer shall pay premium pay of 1.5 times the regular rate of pay for all hours worked in excess of 182 hours within the 24-calendar day cycle. Ten (10) hours of FLSA overtime pay is considered “regularly scheduled overtime,” thus premium pay reportable to CalPERS as normal hours worked.

Section 10.02 OVERTIME UNDER FLSA

1. Effective July 1, 2006
   a. The City shall compensate personnel who temporarily work an 8-hour day at their regular rate of pay based on a 56-hour per week work schedule. The employee’s hourly rate shall be modified to a 40-hour per week rate if the Fire Chief reassigns the employee to that shift for an extended term.

Section 10.03 FORCED HIRE COMPENSATION

1. Effective July 1, 2006
   a. Notwithstanding Section 10.01, employees subject to forced rehire shall be paid a minimum of four (4) hours at time and one-half. It is understood that pursuant to the Fire Department’s practice/procedure, recall is a form of forced rehire. The Battalion Chief will release a recalled/rehired suppression employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

ARTICLE 11 - DEFERRED COMPENSATION PROGRAM

Section 11.01 ELIGIBILITY / PROGRAM ADMINISTRATOR

1. Union members are eligible to participate in the City’s approved deferred compensation programs. The contributions made to this program shall be borne solely by the employee (i.e. no City contributions). In the event the City contemplates changing the program administrator, the City will first consult with the Union.

Section 11.02 DEFERRED COMPENSATION MATCHING FUNDS

Effective November 28, 2015, the City shall no longer match contributions made by the employee to the City’s Deferred Compensation.
Plan established under Section 457 of the Internal Revenue Code to a maximum of 5% of the employee’s regular rate of pay. However, the City shall deposit a final match to reflect the employee contributions made from January 2015 through the pay period ending November 27, 2015. The City shall deposit the final matching funds on behalf of the employee into the City’s Deferred Compensation Plan established under section 401(a) of the Internal Revenue Code.

ARTICLE 12 – RETIREMENT – PERS

Section 12.01 PERS RETIREMENT PLAN

1. For all members, except those defined as “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013:
   a. All sworn firefighting employees currently represented by the Union who are safety members of PERS shall have their retirement benefits calculated pursuant to the three percent (3%) at age 55 formula set forth in Section 21361.1 of the California Government Code.
   b. One-Year Final Compensation option “single highest year” (Government Code Section 20042).

2. For “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013:
   a. The provisions of AB 340 (The California Public Employees’ Pension Reform Act of 2013) will be applicable to new members hired into this bargaining unit on or after January 1, 2013.
   b. Retirement Formula: Per Government Code Section 7522.25(d), also known as 2.7% @ 57 retirement formula.
   c. Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.
   d. Effective January 1, 2013, employees shall pay one half of the normal cost rate, as established by CalPERS.

Section 12.02 OPTIONAL BENEFITS

1. The City of El Segundo has modified its PERS contract to provide the following Optional Benefits:
   a. Post-Retirement Survivor Allowance – in accordance with Government Code Sections 21624 and 21626
   b. Military service credit as public service – employees may elect to receive such credit for prior military service in accordance with Section 21024 of the California Government Code.
   c. Fourth Level of 1959 Survivor Benefits – in accordance with Government Code Section 21574
   d. Pre-Retirement Option 2W Death Benefit – in accordance with Government Code Section 21548
Section 12.03 PERS PAYMENT PICK-UP

1. The employees shall pay their required nine percent (9%) contribution to PERS. In accordance with Resolution No. 4497 The City shall pick-up this nine percent (9%) contribution, meaning that while employees pay their own nine percent (9%) member contribution, the City shall treat this contribution as an employer contribution for purposes of employee federal and state income tax withholding as authorized by Internal Revenue Code (IRC) Section 414(h)(2).

2. The City's pick-up of the contribution shall be limited to the percentages noted herein. Increases in the City's pick-up percentage shall not occur without mutual agreement of the parties.

ARTICLE 13 - UNIFORM AND SAFETY EQUIPMENT

Section 13.01 UNIFORM MAINTENANCE PROGRAM

1. Each newly hired employee within a represented classification shall be provided at City cost, with three (3) complete uniforms. A "complete" uniform shall be defined as including required badges, patches, shirts, pants, boots, jackets, jacket liner, belt, tie, tie clip, hat, hat piece, collar piece, name tags and buckles. Further, the City shall at its own cost replace items fitting within the aforesaid uniform description where such items are rendered unserviceable through normal wear and tear. If boots can be re-soled without negatively impacting integrity of the boot, then replacement will not occur. The determination of the Fire Chief as to uniform items being replaced consistent with this section shall be final and binding and shall not be subject to a grievance procedure or to judicial review.

2. Effective November 28, 2015, a uniform allowance shall no longer be provided to members of this bargaining unit.

Section 13.02 CAL OSHA/FED OSHA UNIFORM REQUIREMENTS

1. In the event that Cal OSHA, Federal OSHA or an equivalent body changes the uniform requirements for unit employees, the City shall provide or pay the cost of the newly mandated item(s) up to 2 uniforms and 1 pair of shoes per employee.

Section 13.03 DEPARTMENT UNIFORM OFFICER

1. The duties of the Department Uniform Officer may be assigned in the Firefighters’ bargaining unit. The assigned personnel will manage the purchase, replacement and distribution of uniforms and turnout gear.

ARTICLE 14 - BEREAVEMENT LEAVE

Section 14.01 GENERAL

1. A maximum of four (4) days (which shall be defined as two (2) shifts or 48 hours) paid bereavement leave per incident of death
in the immediate family is provided separate and distinct from sick or other leave benefits. "Immediate family" shall be defined as spouse, child, mother, father, grandparents or sibling of the employee or their spouse/significant other.

Section 14.02 USE OF OTHER LEAVES
1. No other emergency leave shall be provided, except as outlined in Sections 8.02 and 9.10.

Section 14.03 DOCUMENTATION
1. Members who use bereavement leave or emergency leave shall be required to write a fire department correspondence through channels to the Fire Chief indicating the reason they requested the leave. The Fire Chief shall sign the letter and include it in the member's fire department personnel file.

ARTICLE 15 – COMPUTER LOAN PROGRAM

Section 15.01 GENERAL
1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum of $4000 cumulative interest free loan to purchase personal computer hardware and software. The City's determination in this regard is not subject to administrative or judicial appeal. Loans shall be repaid through payroll deductions over a three-year period. Outstanding loan balances must be paid off at the time that an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee's final check.

2. City shall retain title, as security, to any equipment purchased with funds from the above-described loans, until such time as the loan is fully paid off. City is to be notified of any exchange or updating of equipment.

3. "After-the-fact" financing is allowed only with prior approval of the Director of Finance or his/her designee.

Section 15.02 INITIAL LOAN
1. All participants to the loan program will be eligible for an initial, interest free loan in the amount of $4,000 (four thousand dollars). An employee with an outstanding balance on a prior computer loan as of July 1, 1997, will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at an interest rate of 3%. All loans would include a 36-month repayment term.

Section 15.03 ELIGIBLE PURCHASES
1. Eligible purchases shall be expanded to include ergonomic-related furniture and equipment and anti-viral software shall be required as a prerequisite in granting requested loans.
ARTICLE 16 – SAFETY COMMITTEE

Section 16.01 SELECTING MEMBERS
1. The Fire Department Safety Committee shall at a minimum consist of one member from each suppression position: Battalion Chief, Captain, Engineer, Firefighter/Paramedic, and Firefighter. Each position shall select their volunteer representative. If there are no volunteers, the Fire Chief may appoint a position representative. Review of the representatives shall be made at approximately 18-month intervals, and/or at the request of the committee at any time. In addition to being comprised of suppression personnel, the Safety Committee shall also consist of one member from the Fire Prevention Division and one member from the Environmental Safety Division.

Section 16.02 PURPOSE
1. Using a proactive risk management approach, make recommendations for abating unsafe conditions in order to prevent accidents and improve safety in all department operations.
2. Review policies and procedures of the department as they pertain to safety, and make recommendations for correction or change.
3. Review equipment, uniforms, and protective gear to assure their quality as related to safety considerations.
4. Review accidents related to equipment, apparatus, and facilities, as well as make recommendations regarding any corrective measures needed to limit future occurrences.
5. Issue department safety bulletins at the direction and approval of the Fire Chief.
6. All recommendations will be forwarded to the Fire Chief. He will take any final actions, ensuring compliance with local policies or ordinances, and/or any state or federal regulations.

Section 16.03 MEETINGS
1. The committee shall meet at the discretion of their selected chairperson.

ARTICLE 17 – TRAINING REIMBURSEMENT

Section 17.01 PARAMEDIC TRAINING REIMBURSEMENT
1. Employees who participate in the Paramedic Training Program will be required to reimburse the City, for the cost associated with training paramedics upon voluntary separation from City service. The rate of reimbursement is as follows:
   a. Voluntary separation during the Paramedic Training Program - 100% of the City's expended costs for training. Reimbursement is not required if the City receives credit back from the training program.
b. Voluntary separation during the first year following state certification as a paramedic - 100% of the City's expended costs for training.

c. Voluntary separation during the second year following state certification as a paramedic - 50% of the City's expended costs for training.

d. Voluntary separation during the third year, and thereafter, following state certification as a paramedic - no reimbursement.

2. The City's costs will be limited to the following:
   a. Primary Paramedic Training.
   b. State Accreditation Fee.
   c. L.A. County Accreditation Fee.

Section 17.02 DEPARTMENT INSTRUCTOR TRAINING

1. Employees sent to training at City expense, for the purpose of training and instructing members of the department in training disciplines, shall commit to serve as a department instructor for a minimum of two (2) years. Any member who chooses not to honor this commitment will be required to reimburse the City for costs associated with the training according to the following schedule:

   a. Voluntary separation during the training program - 100% of the City's expended costs for the training. Reimbursement is not required if the City receives credit back from the training program.

   b. Voluntary separation from department instructor during the first year following the training course(s) - 100% of the City's expended costs for the training.

   c. Voluntary separation from department instructor during the second year following the training course(s) - 50% of the City's expended costs for the training.

   d. Voluntary separation during the third year, and thereafter, following the training course(s) - no reimbursement.

   e. Members who voluntarily separate from the City will be exempted from this provision, unless the member leaves within the first six (6) months after completion of the training.

2. To determine reimbursement costs, the City's cost will be limited to the following:

   a. Fees for the course(s).

   b. Travel, per diem and lodging expense.
ARTICLE 18 – EDUCATIONAL REIMBURSEMENT

Section 18.01 REIMBURSEMENT FOR COURSES

1. For unit employees hired after July 5, 1975, the City will pay the employee $375 for each job related course (3-unit semester or 4-unit quarter system) the employee completes at an accredited college, university, or California State Fire Academy accredited state or regional class taken during the employee's non-work hours in which a minimum "C" grade or certificate is received in said course. The employee is required to obtain the prior approval of the Fire Chief. The maximum an employee can receive in any calendar year period is $2,000.

2. During the term of this agreement, the parties shall confer regarding designation of those California State Fire Academy courses which shall result in eligibility for reimbursement. The designation of classes shall include, but need not be limited to those classes that previously have been approved. Once the initial designation list has been compiled, the Fire Chief shall first confer with Union representatives and shall then be authorized to add newly designated courses which the Fire Chief considers appropriate.

Section 18.02 REIMBURSEMENT FOR TUITION AND BOOKS

1. An additional benefit will be offered to employees hired after July 5, 1975. Those employees will have the option of receiving reimbursement for tuition and books as outlined below. (The employee may select only one reimbursement option during a calendar year)

   a. The employee must submit a memo to the Fire Chief detailing courses and the time frame required to obtain job-related Associate or Bachelor degree at an accredited college or university.

   b. The employee must receive approval (prior to enrollment) from the Fire Chief to receive reimbursement for tuition and books.

   c. Tuition and book reimbursement is not to exceed $2,000 for each affected employee per calendar year.

   d. Reimbursement requires obtaining a grade of "C" or higher, and submission of appropriate receipts to the Fire Chief and the Director of Administrative Services.

   e. The Fire Chief or his/her designee shall keep a log of employees requesting and receiving educational reimbursement.

   f. Employees must maintain an overall satisfactory department evaluation to remain eligible for educational reimbursement.

   g. Once approval has been obtained the employee must meet the criteria outlined above to receive the reimbursement.
Section 18.03 CITY REIMBURSEMENT AGREEMENT

1. Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

   a. Educational Reimbursement - "I certify that I successfully completed the course(s), receiving at least a grade of "C" or better." (Attach copy of grade verification) "Further, I agree to refund the City or have deducted from my final paycheck any Educational Reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule."

Section 18.04 CITY REIMBURSEMENT SCHEDULE

1. Below is the reimbursement schedule for the full months worked between course completion and resignation dates and the percentage of the total reimbursement to be refunded to the City.

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ARTICLE 19 –TEMPORARY APPOINTMENTS

Section 19.01 GENERAL

1. Where an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, "appreciable period of time" is defined as ten consecutive working days (eight working days if on Four/Ten Plan) or longer.

Section 19.02 METHOD FOR FILLING VACANCIES

1. Rank for rank rehires shall be the standard method used for filling vacancies with the exception of long term vacancies expected to be longer than eight (8) weeks.

Section 19.03 GUIDELINES

1. Long-term vacancies (more than 8 weeks) may be filled with provisional appointments made at the direction of the Fire Chief. The following guidelines shall be used when considering filling a vacancy by provisional appointment.

   a. The Fire Department Personnel Officer (FDPO) shall obtain a diagnosis in writing from the attending physician.
b. The FDPO will refer to the Medical Disability Advisor, 2nd Edition, by Presley Reed, M.D., to assist in determining the duration of the employee's absence. This would be the average of the minimum and maximum expected length of disability in the category for very heavy work.

Section 19.04  PARAMETERS FOR CONFERRING
1. The FDPO will confer with the Union to determine whether or not a provisional appointment should be made. Provisional appointments will normally be made when each of the following statements is true:
   a. An employee to be provisionally appointed is reasonably available and has qualified for the position by competitive examination.
   b. The provisional appointment is needed to relieve an over burden of staffing replacement hours.
   c. The provisional appointment will not cause an over burden of staffing replacement hours.
   d. The provisional appointment does not fall 45 days prior to a promotional examination in the same classification as the provisional appointment.
   e. The provisional appointment can be reasonably justified as an operational necessity.

Section 19.05  DETERMINATION OF APPOINTMENT
1. The FDPO and the Union will reduce to writing a recommendation to the Fire Chief as to whether or not a provisional appointment should be made. The recommendation will be made within ten (10) days of a known vacancy and include the agreed upon answers to the statements listed above and/or the agreed upon differences of opinion of the FDPO and the Union.
2. The Fire Chief will consider the recommendation and make the final determination. If the recommendation is not made within ten (10) days, the Fire Chief will make a decision based on the information available at that time.

Section 19.06  INTENT OF POLICY
1. This policy shall not be abused or used outside the intent of filling longer-term disability positions, except for dynamic emergency situations that dictate rank for rank rehires.

ARTICLE 20 – MAINTENANCE AND REPAIRS

Section 20.01  LIMITED MAINTENANCE AND REPAIR
Fire Department members shall perform limited maintenance and repair such as outlined below:
1. **CARPENTRY**
   a. Members will perform minor, unskilled carpentry maintenance and repair. Such carpentry responsibilities shall not include maintenance or repairs requiring special skills, knowledge, or tools beyond household handyman level.

2. **PAINTING**
   a. Members will perform touch-up painting. Such touch-up painting shall exclude painting of entire walls, rooms, or structures.

The foregoing Limited Maintenance Agreement shall pertain to all fire facilities:

**Section 20.02 ADMINISTRATIVE OFFICES (FIRE STATION #1)**

1. The City will maintain and clean the administrative office area and greenhouse windows in Fire Station #1. For the purpose of this provision, the administration office area is defined as the lobby, secretarial area, Fire Chief's Office, Fire Prevention Bureau offices, and Conference Room. Unit employees shall continue to be responsible for the maintenance and cleaning of all other areas in this facility and all areas of Fire Station #2 as presently provided.

**ARTICLE 21 – MATERNITY LEAVE**

**Section 21.01 EQUAL BENEFITS**

1. Except as provided herein, a female employee disabled because of pregnancy, childbirth, or a related medical condition shall have the same benefits as are provided to other employees who are temporarily disabled for (non-industrial) medical reasons.

**Section 21.02 WORKING AND REPORTING**

1. It is the employee’s right to continue to work while she is pregnant. Members who become pregnant and are physically capable of performing their jobs may, at their discretion, remain in active-duty positions, and are not required to report their condition to the employer.

**Section 21.03 LIGHT DUTY**

1. The City shall transfer a pregnant female employee to a less strenuous or hazardous position for the duration of the employee's pregnancy if she so requests, with the advice of her physician or the employee's other licensed health-care provider, where that transfer can be reasonably accommodated. The position will have an equivalent rate of pay and benefits. However, the City shall not be required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.
Section 21.04  LEAVE

1. A female employee disabled because of pregnancy, childbirth, or a related medical condition shall be entitled to take up to four months of leave of absence or the amount of accrued sick leave and vacation (if such leave is used), whichever is greater, due to such disability. The definition of “disabled because of pregnancy” includes that provided in California Code of Regulations Section 7291.2(g) and includes severe morning sickness or the need for time off for prenatal care. The date on which the leave should commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician or the employee’s other licensed health-care provider. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee’s physician or her other licensed health-care provider. At the end of the employee’s period(s) of pregnancy disability or at the end of four months pregnancy disability leave, whichever occurs first, a California Family Rights Act (“CFRA”) eligible employee may request to take CFRA leave of up to 12 workweeks for the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition in order for the employee to take CFRA leave. There is also no requirement that the employee no longer be disabled by her pregnancy before taking CFRA leave for reason of the birth of her child.

Section 21.05  NOTICE OF LEAVE

1. Any employee who plans to take pregnancy disability leave shall give the City reasonable notice (generally at least 30 days) of the date the leave will commence and the estimated duration of any leave. If 30 days advance notice is impractical (e.g., medical emergency or unforeseen occurrence) the employee shall inform the City of her need for pregnancy disability leave as soon as practicable.

   a. The City reserves the right to require written confirmation from the employee’s physician or the employee’s other licensed health-care practitioner that she is or will be disabled by pregnancy, childbirth, or related medical conditions as a condition of granting pregnancy disability leave.

   b. The City reserves the right to require written verification from the employee’s physician or the employee’s other licensed health-care practitioner that her disability has ceased before the employee returns to work.

Section 21.06  RETURNING TO WORK

1. When the employee is ready to return from pregnancy leave the employee shall be entitled to return to her original position unless either:

   a. The job ceases to exist because of legitimate business reasons unrelated to the employee’s pregnancy disability leave (e.g., layoff); or

   b. Each means of preserving the job for the employee would substantially undermine the City's ability to operate safely and efficiently.
Section 21.07  COMPARABLE POSITION

1. If the employee cannot return to her original position because of either of the foregoing reasons, she shall be entitled to a comparable position unless either:

a. There is no comparable position available; or

b. For employees whose pregnancy disability does not qualify as a Family Medical Leave Act ("FMLA") leave, a comparable position is available, but filling the available position with the returning employee would substantially undermine the City’s ability to operate safely and efficiently.

c. “Employment in a comparable position” means employment in a position, which is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. It must be performed at the same or geographically proximate worksite from where the employee was previously employed. It ordinarily means the same shift or the same or an equivalent work schedule.

Section 21.08  RIGHTS

1. Nothing contained herein shall limit the rights of the employee under the California Family Rights Act, the Federal Family and Medical Leave Act or other statutory and/or case law.

ARTICLE 22 – POLICY AND PROCEDURE AGREEMENTS

Section 22.01  DISABILITY RETIREMENT APPEAL PROCEDURES

1. The parties have agreed upon a disability retirement appeal procedure dated May 2010.

Section 22.02  INJURY ON DUTY PROCEDURES

1. The parties have agreed upon a injury on duty procedures dated June 18, 2003

Section 22.03  MODIFIED DUTY PROCEDURES

1. This is a temporary light duty procedure, as part of occupational injury and illness policy.

2. When an employee is assigned to light duty the employee shall be assigned to a 40-hour workweek schedule (9-80 schedule). The attending physician will identify any work restrictions and limitations. The fire administration will determine if an appropriate temporary light duty assignment is available meeting the restrictions detailed by the attending physician. Final approval for temporary light duty assignments rests with the Fire Chief. Temporary light duty assignments shall be for thirty (30) days. The Fire Chief may grant extensions as needed or requested.
3. While on light duty the employee will wear the department-approved uniform. Exceptions to the requirement to wear the department-approved uniform may be granted by the Fire Chief based on the nature of the injury and the work to be performed.

4. In order to return to full duty the employee must provide written documentation per City Practices authorizing the return to unrestricted duty.

5. An employee assigned to temporary light duty may make a request to the Fire Chief for a modified 40-hour workweek and/or work location. The nature of available assignments and the needs of the employee will be considered in the decision. The Fire Chief will consider each request for a modified schedule/location on a case-by-case basis.

Section 22.04  REHIRE POLICIES

1. City officials and Association representatives met and agreed to Rehire/Staffing Policy and Procedures. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated December 19, 2003. Either party may cause a reopening of the meet and confer process regarding proposed changes to the Rehire/Staffing Policy and Procedures incorporated herein. There shall be no modification to the Rehire/Staffing Policy and Procedures absent an agreement of the parties to do so.

Section 22.05  RANK FOR RANK POLICY

1. The City agrees that when it rehires employees of the Fire Department it will rehire in rank, in accordance with the Rehire/Staffing Procedures, if there is available for rehire an employee holding the same rank as the absent employee.

Section 22.06  DRUG-FREE WORKPLACE POLICY

1. The City of El Segundo Drug-Free Workplace Statement and Substance Abuse Policy (dated July 1, 2008) is accepted by the Union. During the term of this agreement the city shall assess the need for revisions to the Drug-Free Workplace Statement and meet and confer with the Association for any proposed modifications to cause compliance with Lanier v. City of Woodburn.

Section 22.07  LAYOFF AND RECALL POLICY

1. Definitions
   a. Layoff - A reduction in the workforce, resulting in temporary or permanent unemployment, of one or more employees.
   b. Bumping - Moving to a lower classification or special assignment in which there is no vacancy and displacing an employee who has less seniority in that classification or special assignment as determined by appointment date to the affected classification.
2. Grounds for Layoff
   a. Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced (bumped) by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his/her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change. Employees of the Fire Department shall be laid off in the following order:
      1. Temporary, part-time and seasonal employees;
      2. Probationary employees;
      3. Employees who have finished their probationary period.

3. Notice to Employees
   a. An Employee filling a full time position shall be given fourteen (14) calendar days notice of layoff, seventeen (17) calendar days if by certified mail, indicating the circumstances, which made the layoff necessary. Employees reduced or displaced (bumped) shall be given five (5) calendar days notice, eight (8) calendar days if by certified mail, indicating the circumstances which made the change necessary. In the event of an emergency, the City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

4. At-Will Employees
   a. The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: Emergency Employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

5. Benefit Payoff
   a. In the event an employee is laid off, he/she shall receive payment, at the employee's request, for any earned unused sick leave (in accordance with the M.O.U.), prorated vacation or holiday time as quickly as possible but not later than fourteen (14) days after the layoff.

6. Procedures for Layoff
   a. Permanent employees shall be laid off in order of seniority in City service, that is the employee with the least City service shall be laid off first, followed by the employee with the second least seniority in City service, etc. Seniority shall be determined by hire date.

7. Procedures for Reduction or Displacement
   a. Employees shall be reduced or displaced (bumped) in order of their seniority in the affected classification or special assignment, that is the employee with the least seniority in the classification or special assignment shall be reduced or displaced (bumped) first, followed by the employee with the
second least seniority in rank, etc. Seniority shall be determined by promotion or assignment date. Temporary appointments or "Acting" assignment dates shall not be used for the purpose of calculating seniority in rank. For the purpose of this section Fire Paramedic shall be considered below Fire Engineer and above Firefighter.

8. **Bumping Rights**

   a. Employees shall have the right to bump down to a lower classification or special assignment to which they were previously assigned, provided that the employee has greater seniority in that assignment, thus bumping an employee in that classification or special assignment with the least seniority to a lower classification or special assignment. To bump down into a lower classification or special assignment the employee must qualify for the position including any required certifications or licenses. Employees properly laid off in the bargaining unit shall not have bumping rights to any other City departments. Employees laid off from other departments of the Employer shall not have any bumping rights to positions within Fire Department Suppression Division.

9. **Breaking Ties**

   a. In cases where employees have the same date of hire (i.e. equal seniority), seniority shall be granted to the employee with the highest score on the examination in which the employee participated and received the appointment. The following criteria shall be used to determine seniority (in case of a tie or the testing process is not applicable, the next criteria shall be used).

       1. Overall raw score.
       2. Raw score of the oral interview.
       3. Raw score of the Practical (Engineers)
       4. Raw score of the written examination.
       5. The earliest date and time of application.

10. **Salary Placement**

    a. An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification, which is the closest to the compensation of the employee in the previous classification, but in no case higher, and the employee will be assigned a new salary anniversary date on the effective date of the appointment. The employee shall, however, retain seniority while his/her name remains on the reemployment list or lists.

11. **Reemployment List**

    a. The names of permanent employees who have been laid off under this section (including employees who have bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment therefrom for a period of
three years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refused the reemployment offer shall be permanently removed from the reemployment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the reemployment list.

12. Letter of Layoff
   a. The City shall provide all employees who were laid off from the City a service letter setting forth that the employee was laid off and is eligible for reemployment. Those employees who were displaced to lower positions will be granted, upon the employee's request, a letter from the City stating the employee was reduced in status as a result of a layoff and is eligible for reemployment to the higher-level position.

13. Rights of Reemployment
   a. If a person is reemployed by the City within three (3) years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

14. Appeal
   a. If the above procedures, except for Section B - Grounds for Layoff and Section D - At-Will Employees, are misapplied and adversely affect a laid-off or displaced employee, the adversely affected employee may file an appeal, setting forth what sections of this Section were violated, to the City Manager.

Section 22.08 GRIEVANCE PROCEDURE

Effective October 1, 2011

1. Purpose
   a. To promote improved employer-employee relations by establishing procedures for fair and orderly resolution of disputes between the City and the Union and/or the City and employees represented by the Union.
   b. To provide that grievances shall be settled as near as possible to the point of origin.
   c. To provide that the grievance procedures shall be as informal as possible.

2. Definition
   a. A "Grievance" shall be defined as a controversy between the City and the Union or an employee or employees covered by this agreement. Such controversy must pertain to any of the following:
1. Any matter involving the application of any provision of this agreement; or

2. Any matter involving the violation(s) of any provision or intent of this agreement; or

3. Any matter that affects the working conditions of the employee or the application of all rules, regulations, policies and/or laws affecting the employees covered by this agreement; or

4. Any protests of ratings or performance evaluations.

3. Evaluations
   
a. If an employee disagrees with their performance evaluation, Steps 1 and 2 of the grievance procedure shall apply to challenge the content of the employee's evaluation or performance review. If the grievance is not resolved at Step 2, the issue may be presented to the Director of Administrative Services within five (5) business days after termination of Step 2. A meeting with the employee, Union representative and the Director of Administrative Services will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is received by the Director of Administrative Services. The Director of Administrative Services may invite other members of management to be present at such meeting. The Director of Administrative Services will give a written reply by the end of the seventh (7th) business day following the date of the meeting. The findings of the Director of Administrative Services shall be final.

4. Discipline
   
a. An appeal of discipline is not subject to the grievance procedure. An appeal of discipline is distinct from a grievance in that it is an action taken by an employee to request an administrative review of disciplinary action initiated against him or her and is subject to the following procedure, which shall supersede contrary provisions in Ordinance 586. Where necessary, the City shall propose necessary modifications to bring the Ordinance into compliance with Government Code § 3254.5 (FBOR.). Pursuant to Government Code Section 3254.5, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq.

5. Procedure
   
a. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

1. Step 1 - An employee's grievance must be submitted in writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this agreement alleged to have been violated within fifteen (15) business days after the employee could have been reasonably expected to have had knowledge of the circumstance(s) giving rise to the grievance. The supervisor or management representative shall reply in writing to the employee
by the end of the fifteenth (15th) business day following the presentation of the grievance and giving of such answer will terminate Step 1.

2. Step 2 - If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief within ten (10) business days after termination of Step 1. A meeting with the employee, Union representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance.

3. Such meeting will take place within ten (10) business days from the date the grievance is received by the Fire Chief. The Fire Chief will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 2.

4. Step 3 - If the grievance is not settled in Step 2, the grievance will be presented to the City Manager within five (5) business days after termination of Step 2. The Grievant(s) or Union Representative and the City Manager shall, within seven (7) business days after receipt of a grievance initiated at this Step, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is referred to Step 3. The City Manager will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 3. The findings of the City Manager shall be final and binding except as provided in Step 4 below.

5. Step 4 - In cases, and only in such cases, which involve the alleged violation of the Personnel Ordinance, the Classification and Salary Resolution, the Personnel Rules or a Memorandum of Understanding, the employee may, by written notification to the Director of Administrative Services within two (2) working days, request submission of the issue to the Los Angeles County Civil Service Commission, Public Employee Relations Board (PERB), or Los Angeles County Employee Relations Commission (ERCOM), whichever may apply, stating specifically the paragraphs of the Ordinance, Resolution, Rules or Memorandum of Understanding which the Grievant(s) alleges are being violated. The Director of Administrative Services shall then submit said request, together with copies of all the pertinent forms, documents, and materials concerned, to the Los Angeles County Civil Service Commission, to review all such evidence and information as it relates to the specific violation alleged by the employee(s).

6. Representation

   a. Employees may be represented by persons of their choice at meetings with the Fire Chief, Director of Administrative Services, City Manager or Los Angeles County Civil Service Commission. When the grievance is processed with Union
participation, the Union agrees to pay half of the cost of hearings conducted by the Los Angeles County Civil Service Commission, to a maximum annual (fiscal year) amount of three-thousand dollars ($3,000). In addition, Union shall pay half the cost of any FBOR mandated Administrative Law Judge. In such a case where a grievance is processed without the Union's approval or participation, the individual(s) shall not incur the same cost.

7. Witnesses
   a. In the event an employee represented by the Union is required by any party to appear at any meeting in any Step in this Procedure while otherwise in a paid status, the employee shall not suffer any loss of pay as a result of that appearance.

8. Time Limits
   a. Time limits and procedures, as set forth above for each of the Steps, may be extended or waived by mutual agreement between the parties, but neither party shall be required to so agree. The parties agree that in the event the Union or any member should fail to comply with any of the time limitations set forth in this Procedure, such failure shall constitute a waiver of its right to prosecute the grievance further, unless good cause exists for the failure and the City has suffered no prejudice as a result. In the event the City or any of its representatives should fail to comply with any of the time limits prescribed in this Procedure, such failure shall compel the City to grant the remedy requested in the grievance.

<table>
<thead>
<tr>
<th>Section 22.09</th>
<th>SHIFT TRADE POLICY</th>
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<tbody>
<tr>
<td>1. During this negotiation process fire department officials and Association representatives met and agreed to the Rehire/Staffing Policy and Procedures that included shift trades. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated November 11, 2003.</td>
<td></td>
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</tbody>
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<thead>
<tr>
<th>Section 22.10</th>
<th>NO SMOKING POLICY</th>
</tr>
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<tbody>
<tr>
<td>1. Effective July 1, 1987, unit employees shall not be permitted to smoke and/or use tobacco products on duty in City facilities at any time.</td>
<td></td>
</tr>
<tr>
<td>2. Any unit employees hired after July 1, 1987, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty.</td>
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<tr>
<th>Section 22.11</th>
<th>MEDICAL EXAMINATION POLICY</th>
</tr>
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<tbody>
<tr>
<td>1. Effective November 28, 2015, the City shall no longer provide annual medical examinations to members of this bargaining unit.</td>
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<tr>
<th>Section 22.12</th>
<th>MILITARY LEAVE POLICY</th>
</tr>
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<tr>
<td>1. City shall provide military leave in accordance with law.</td>
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</tbody>
</table>
Section 22.13  ELECTION DAY VOTING POLICY

1. Covered employees who are assigned to work on the day of any Federal, State or Municipal elections, who desire to vote, shall be obligated to cast absentee ballots whenever legally available. The parties agree that this provision is not intended to infringe upon any employee voting rights set forth in Section 14000 et. seq. of the California Elections Code. If any portion of this provision is found to violate Section 14000 et. seq., as part of a final adjudication by a court of competent jurisdiction, then the parties agree to discuss alternative voting arrangements for covered employees forthwith which balances employee voting rights and the legitimate scheduling needs of the Fire Department.

Section 22.14  JURY DUTY

1. Employees shall be entitled to a leave of absence for jury duty, subject to compliance with all of the following conditions:

a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)

b. During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.

c. For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the court estimated during voir dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.

d. Any compensation for the first two weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.

e. While on Jury Duty, the employee must report to work or use vacation leave for the remainder of the employee's scheduled duty days, when relieved of jury duty for the day and prior to the end of the scheduled duty day.

f. The employee must provide documentation of his or her daily attendance on Jury Duty.

Section 22.15  FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

1. Attached to this MOU as Exhibit I, is the discipline-related policy and procedure which has been drafted in accord with the requirements of Government Code § 3250 et. seq., the Firefighters Procedural Bill of Rights Act.
ARTICLE 23 - UNION BUSINESS

Section 23.01 BULLETIN BOARDS
1. The Union shall be provided a bulletin board location at each fire station for its posting of information concerning official Union business and activities. All posting shall contain the date of the posting and the identification of the document as a Union sponsored publication. All postings shall be done by an authorized Union representative. Management shall have a right to remove and/or prevent the posting of materials that contain personal attacks upon the qualifications, skills, credibility, honesty or character of any City employee of any rank.

Section 23.02 UNION MEETINGS
1. The Union shall be limited to ten (10) meetings per year during regular business hours. Additional meetings can be held after hours or on weekends.

2. Meetings held during regular business hours shall begin at 0730 hours and end at 1130 hours with employees returning to work details by 1145 hours, except that meetings may be longer with approval of the Fire Chief or his designee.

Section 23.03 CONDUCT OF UNION/ASSOCIATION BUSINESS
1. Effective July 1, 2000, each fiscal year representatives designated by the Union shall be entitled to seven (7) twenty-four (24) hour shifts of time with pay in order to attend related conferences, seminars, workshops, meetings, etc. No more than four (4) shifts, or the equivalent number of hours may be taken by any one representative on any one occasion. Time used to participate in the processing of grievances or during the formal “Meet and Confer” process shall be in addition to, and shall not count against, the time off with pay granted above. A maximum of four (4) of these shifts not used during a calendar year may be carried over into the next year, however, in no circumstance shall the Union or its representatives be entitled to more than eleven (11) shifts per fiscal year. Employees requesting to utilize this paid leave shall secure approval from the President of the Association and submit the request to the Fire Chief ten (10) days in advance of the requested time off. Employees shall not be penalized any hours for utilizing this time, for the purpose of calculating FLSA compensation.

Section 23.04 AGENCY SHOP CLAUSE
1. Pursuant to California Government Code Section 3502.5, the parties agree to institute an “Agency Shop” agreement whereby an employee in the unit of representation covered by this Agreement is required, as a condition of continued employment, either to join the El Segundo Firefighters’ Association or pay it a service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the organization. As a result, each bargaining unit employee must either:
a. Elect to join the Union and pay union dues; or
b. Pay an agency fee for representation; or
c. With a bona fide religious exemption, pay a fee equal to
   the agency fee to be donated to selected charities.

Union Dues/Agency Fee Collection

1. Effective January 1, 2012, the Finance Department shall deduct
union dues, agency fee and religious exemption fees from all
employees who have signed a written authorization and a copy of
that authorization has been provided to the Finance Department.
Employees on leave without pay or employees who earn a salary
less than the union deduction shall not have union dues or
agency fee deduction for that pay period.
2. The Union shall notify the City of any agency fee payer who elects to only pay fair share fees. The Union shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer’s paycheck.

3. The Union shall notify in advance all affected employees and the City if the amount will change.

New Hire Notification

1. Effective January 1, 2012, all new hires in this general bargaining unit shall be informed by Human Resources, at the time of hire, that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this Memorandum of Understanding and a form, mutually developed between the City and the Union that outlines the employee’s choices under the Agency Shop agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Finance Department. The Union may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Union.

Failure to Pay Dues/Fees

1. Should an employee fail to make an election and provide the City a signed copy of the Agency Shop employee election form, the Union shall notify the City, requesting the employee be terminated from employment for failure to make an election. Within ten (10) working days of each new hire in the bargaining unit, the City shall notify the Union of all new hires, providing the Union the employee’s name, classification and date of hire.

Religious Exemption

1. An employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a union shall not be required, as a condition of employment, to join the union and pay union dues or pay an agency fee for representation.

2. An employee claiming religious exemption status shall be required to provide to the Union proof of affiliation with such a religious body or sect.

3. In lieu of union dues or agency fee, the employee claiming religious exemption shall be required to make a contribution equal to the Agency Fee, to one of the following non-labor, non-religious charitable organizations: South Bay Police & Fire Memorial Foundation; Alisa Ann Ruch Burn Foundation; Muscular Dystrophy Association; El Segundo Education Foundation.

Records

1. On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union’s certified financial report. The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

Rescission of Agreement
1. The Agency shop agreement may be rescinded at any time during the term of the Memorandum of Understanding by a majority vote of all employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.

**Indemnification**

1. The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this agreement.

**ARTICLE 24 – HOLIDAYS**

Section 24.01 **ACCUMULATION**

1. Employees who work shifts and are regularly required to work holidays shall accumulate holiday pay at the rate of one hundred forty-four hours per year in lieu of holidays. Employees who terminate employment shall be paid holiday pay on a pro rata basis.

Section 24.02 **ANNUAL PAYMENT**

1. The City shall have the option to issue eligible employees one check annually inclusive for sick leave pay, and holiday pay in November, but not later than on or about December 10. Benefits shall be paid at the employee’s regular rate of pay existing at the time the check is processed.

Section 24.03 **PERS PICK-UP**

Effective November 28, 2015, the City shall no longer pay any of the members’ PERS contribution on Holiday pay.

**ARTICLE 25 – MISCELLANEOUS**

Section 25.01 **PROMOTIONAL EXAMINATION REQUIREMENTS**

1. Effective July 1, 2003

   a. Candidates for Fire Captain promotional examinations shall be required to have 4 years firefighting experience and possess an AA or AS Degree, which includes a curriculum in Fire Science or 10 years of firefighting experience with the El Segundo Fire Department. If the promotional testing is declared to be open-competitive the requirements for outside candidates shall be equivalent to the educational requirement and/or equivalent to the time in rank in a full-time professional fire department.

2. Effective July 1, 2006

   a. Candidates for Battalion Chief promotional (or closed promotional) examinations shall be required to have eight (8) years experience in the fire service including 4 years as a captain, possess a Bachelor’s Degree or 10 years of
service as a Fire Captain with the El Segundo Fire Department. If the promotional testing is declared to be open-competitive the requirements for outside candidates shall be equivalent to the educational requirement and/or equivalent to the time in rank in a full-time professional fire department.

Section 25.02 Opportunity to Review Materials

1. No employee shall have any comment adverse to his/her interest entered into the employee's personnel file, or any other file used for any personnel purposes by the employer, without the employee having first read and signed the instrument containing the adverse comment indicating the employee is aware of such comment, except that such entry may be made if after reading such instrument the employee refused to sign it. The employee's signature on the instrument indicates notice of the adverse comment, but does not indicate agreement by the employee with the comment. Should the employee refuse to sign, that shall be noted on that document, and signed by a witness, not a party to the issuance of the instrument. The employee may attach a rebuttal to the instrument containing the adverse remark to be included in the Human Resources or Fire Department personnel file.

Section 25.03 Training Public and Employees

1. As part of their duties, suppression personnel may be required to instruct and participate in training for the public and other City Personnel. Examples of such training and participation include first aid, CPR, CERT, Confined Space Rescue Awareness, breathing apparatus, fire extinguisher operation, and various public education programs.

2. The determination as to whether to use on-duty personnel or off-duty personnel to conduct such training is within the Fire Administration’s discretion to decide. If on-duty personnel are used Administration will determine whether to hire back additional personnel. The decision will be based on operational reasons. When personnel are hired back from off duty to instruct or participate in such training they will be paid at a rate consistent with the MOU.

Article 26 - Schedule

Section 26.01 Schedule - Suppression Employees

1. The work schedule shall be two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) consecutive hours off duty, based upon a 24-day work cycle.

Article 27 - Term

Section 27.01 Term

The term of this MOU shall be October 1, 2014 through September 30, 2017. This Agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect until such time as a new agreement is reached.
Article 28 - Limited Layoffs

Section 28.01 No layoffs

Before instituting any layoffs the City will agree to meet and confer in good faith with the Association to explore alternative cost saving approaches. Additionally, as the result of the recent reorganization of the Fire Paramedic position on Engine 32, no existing Fire Paramedic shall be laid off or demoted as the result of such reorganization.

ARTICLE 29 - SIGNATURES

Section 29.01 SIGNATURES

1. This Memorandum of Understanding, October 1, 2014 to September 30, 2017 including the cover, index, Exhibits I-IV and signature pages, is made and entered into between the Union and the City as amended November 18, 2015.

For the Union: For the City:

Andrew Powell Greg Carpenter
President City Manager

Geoffrey Gerny Martha A. Dijkstra
Vice-President Director of Human Resources

Clayton Holt
Vice President

Daniel Engler Treasuerer

Deena Lee Secretary
EXHIBIT I

SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS OF PUNITIVE ACTION UNDER THE FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and are intended to supplement Rule 14 and Rule 15 of the City of El Segundo Personnel Rules and Section 2.28.070, entitled "Hearing on Appeals" and Section 2.28.150, entitled "Employee Appeals" of Chapter 2.28, entitled "Personnel Merit System" of the City of El Segundo Municipal Code.

1. DEFINITIONS

a. The term “firefighter” means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: firefighter, firefighter special assignment paramedic, fire engineer, fire captain, and battalion chief.

b. The term “punitive action” means any action defined by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”

2. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

These procedures shall supplement Sections 2.28.070 and 2.28.150 of Chapter 2.28 of the City of El Segundo Municipal Code and Rules 14 and 15 of the City of El Segundo Personnel Rules.

A firefighter who is suspended for more than five (5) workdays, but not for a period in excess of thirty-one (31) workdays, shall be entitled to an appeal hearing before the City of El Segundo City Council ("City Council"), which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.
A firefighter who is suspended more than thirty-one (31) workdays; demoted; or dismissed from employment shall be entitled to an appeal hearing before the Los Angeles County Civil Service Commission (“Commission”) which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code. 1

a. Notice of Discipline as Accusation – The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code § 11500, et seq.

i. Pursuant to Government Code § 3254, subsection (f), a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§ 11500, et seq. The notice shall include a post card or other form entitled “Notice of Defense” which, when signed, will acknowledge service of the accusation and constitute notice of defense under Government Code § 11506.

iii. The accusation shall include or be accompanied by a statement to the respondent (firefighter) stating that the respondent may request a hearing by filing a notice of defense as provided in Government Code § 11506 within 15 days after service of the accusation, and that failure to do so will constitute a waiver of respondent’s right to a hearing. The statement to respondent should be prepared in conformity with the requirements of Government Code § 11505.

iv. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter with the notice of discipline.

b. Request for Appeal Hearing - A firefighter seeking to appeal to the Commission/ City Council must file a timely Notice of Defense within 15

1 The Los Angeles County Civil Service Commission and the El Segundo City Council shall be referred to collectively in these rules as “Commission/ City Council” inasmuch as the same procedures apply to each. Which body conducts the hearing will depend upon the punitive action being appealed.
days after service of the accusation, in compliance with Government Code § 11506. Failure to file a timely Notice of Defense shall constitute a waiver of the respondent's right to a hearing, unless the City Manager (or designee) in his or her discretion nevertheless grants a hearing.

c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Commission (or its designee)/ City Council with the administrative law judge presiding at the hearing, pursuant to California Government Code section 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Commission/ City Council on matters of law. The Commission/ City Council shall exercise all other powers relating to the conduct of the hearing.

d. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Commission/ City Council, a hearing shall be conducted at the City of El Segundo City Hall at a time to be determined by the Commission/ City Council.

e. Notice of the Hearing – Notice of the hearing shall be provided to the parties at least 10 days prior to the date of the hearing and in a form consistent with Government Code § 11509.

f. The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the evidence.

g. The Commission/ City Council shall issue its decision pursuant to City of El Segundo Municipal Code Section 2.28.070. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be in writing. Copies of the decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.

h. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, is final. The decisions and findings of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be subject to review of courts only, pursuant to Government Code § 11523.

3. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS
NOT INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

Appeals from punitive actions other than suspensions for more than five workdays, demotion, or dismissal, shall be conducted in accordance with the appropriate procedures set forth in Rule 14 of the City of El Segundo Personnel Rules. The Los Angeles County Civil Service Commission shall have no jurisdiction over an appeal under this section. Nothing herein shall be interpreted to establish a property interest in any assignment.

In addition, pursuant to Government Code §§ 11425.10 and 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a dismissal, demotion, or suspension for more than five workdays. Examples of punitive actions subject to the informal hearing procedure, include, but are not limited to, written reprimands and non-disciplinary transfers resulting in a loss of compensation (e.g., non-disciplinary transfer out of a premium pay assignment). The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

a. Effective Date of Punitive Action – Pursuant to Government Code § 3254, subsection (f), punitive action other than a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

b. Notice of Appeal – Within five (5) work days of receipt by a firefighter of notification of punitive action as set forth above in paragraph (1)(b), the firefighter shall notify the Fire Chief in writing of the firefighter’s intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and any substantive and procedural grounds for the appeal.

c. Presiding Officer – In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. If the Fire Chief cannot serve as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the City Manager or designee shall serve as the Presiding Officer. The Presiding Officer, or his or her designee, shall conduct the informal hearing in accordance with these procedures. The decision of the Presiding Officer shall be final and binding.

d. Burden of Proof- The Fire Department (“Department”) shall bear the
burden of proof at the hearing.

i. If the punitive action involves charges of misconduct (i.e., allegations that the firefighter has violated one or more federal, state, or local laws, and/or City or Fire Department regulations, procedures, or policies), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that the punitive action was reasonable under the circumstances.

ii. If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The Department’s burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department’s burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.

e. Conduct of Hearing-

i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

ii. The parties may present opening statements.

iii. The parties may present evidence through documents and testimony.

   aa. Witnesses shall testify under oath.

   bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05 - 11450.50.

   cc. If the punitive action being appealed is a written reprimand and/or does not involve a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.
iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.

f. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

g. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.

h. Decision- The decision shall be in writing pursuant to Government Code § 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing.

i. Judicial Review in Limited Circumstances - Where the cross-examination of witnesses was allowed during the informal hearing, either party may seek judicial review of the decision pursuant to Code of Civil Procedure § 1094.6. Where the cross-examination of witnesses was not allowed, neither party may seek judicial review of the decision; the Presiding Officer’s decision is final and binding, without further appeal or review.
MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF EL SEGUNDO

AND

EL SEGUNDO FIREFIGHTERS’ ASSOCIATION, I.A.F.F., LOCAL 3682

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ARTICLE 1 - GENERAL PROVISIONS

Section 1.01  PREAMBLE

1. This Memorandum of Understanding is made and entered into between the El Segundo Firefighters' Association, affiliated with the International Association of Firefighters, hereinafter, referred to as "Union", and the management representatives of the City of El Segundo, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et seq.

2. The parties have met and conferred in good faith regarding employment conditions and it is mutually agreed that this Memorandum of Understanding shall be effective as described in Section 1.08, below. It is further agreed that except as provided herein, there will be no other negotiations for salaries, benefits, and working conditions for the term covered by this Memorandum unless both parties agree otherwise; and the parties shall submit this Memorandum to the City Council with a joint recommendation that the body resolves to adopt appropriate motions and resolutions to implement the provisions of this Memorandum. Nothing herein prevents the City from meeting and conferring with the Union on proposed changes to the City's Personnel Rules and Regulations, which are within the scope of representation.

3. Any and all prior or existing Memoranda of Understanding, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

Section 1.02  RECOGNITION

1. The City hereby confirms its recognition of the Union as representative of the employees in the representation unit containing positions specifically set forth below, and has agreed to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law. For representation purpose, the unit shall consist of the following positions: Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain. The Union was also recognized to represent the previous position of Special Assignment Paramedic.

Section 1.03  MANAGEMENT RIGHTS

1. Except as limited by specific and express terms of this agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities conferred on and vested in it by the laws and the Constitution of the State of California and/or the United States of America.

2. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in the agreement is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote,
transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees for lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out within the scope of representation.

Section 1.04  SAVINGS CLAUSE

1. If any provision or the application of any provision of this Memorandum as implemented should be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of this Memorandum shall remain in force and effect for the duration of said Memorandum.

Section 1.05  NO STRIKE CLAUSE

1. California Labor Code Section 1962 provides that firefighters shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties. Therefore, and irrespective of the term or existence of any Memorandum of Understanding or other rule or regulations, the parties acknowledge that such activity is unlawful.

2. Additionally, any other job action, including but not limited to slow downs, speed ups, "sick outs" and other activity actually or potentially having a negative impact upon the public health and welfare, is deemed illegal and is prohibited, irrespective of the term or existence of any Memorandum of Understanding e.g. see City of Santa Ana v. Santa Ana Police Benevolent Association (1989) 207 Cal.App. 3rd 1568, 255 Cal.Rptr. 688 regarding public safety organization "sick outs").

Section 1.06  MAINTENANCE OF EXISTING BENEFITS

1. The Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered in this Memorandum of Understanding are covered by existing ordinances, resolutions, policies, and practices of the City, as well as the Personnel Rules and Regulations presently in effect. Therefore, for the life of this agreement, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issues whether specifically discussed prior to the execution of this agreement or which may have been omitted in the discussions which led up to the execution of this agreement, except as provided in this agreement or by mutual agreement of parties.
2. Nothing herein prevents the City and Union from meeting and consulting on the City's Personnel Rules and Regulations, which are within the scope of representation. However, the mutual agreement of both the City and Union are required to effect any change.

Section 1.07 NON-DISCRIMINATION CLAUSE

1. The Union and the City recognize and agree to protect the rights of all employees to join and/or participate in the protected Union activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3500 through 3510.

2. The City and the Union agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations and shall act affirmatively to accomplish equal employee opportunities for all employees. The City and the Union 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 dealing with State or Federal anti-discrimination laws.

Section 1.08 NOTICE TO MEET AND CONFER

1. Except in cases of emergency as provided in Government Code Section 3504.5, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.

2. In cases of emergency when the governing body or such boards or commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards, and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

ARTICLE 2 - SALARIES

Section 2.01 SALARIES

1. Effective October 14, 2003, the past practice of "compounding" base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.
2. Effective November 28, 2015, the base salary of each affected employee shall be increased by two percent (2%).

3. Effective October 1, 2016, the base salary of each affected employee shall be increased by three percent (3%).

4. Attached to this Memorandum of Understanding as Exhibit II, and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.01.

Section 2.02 SCHEDULE OF CLASSES BY SERIES

1. The following respective range numbers are hereby allocated and assigned to the following respective positions in the service of the City, hereinafter set forth:

- Firefighter: 483 Steps A - F
- Fire Engineer: 497 Steps A - E
- Fire Paramedic: 497 Steps A - E
- Fire Captain: 510 Steps A - E

2. Effective November 28, 2015, a new classification of Fire Paramedic shall be established. The assigned salary range is 497, Steps A - E.

Section 2.03 SALARY SCHEDULE CALCULATION METHODOLOGY

1. The methodology used in computing adjustments in monthly salary shall be as follows:

2. Adjustments are to be computed from the amount shown in the base salary columns, step A through F of Range 483, and step A through E of Ranges 497 and 510 of the Base Salary Schedule. Multiply each step by the percent of the new salary adjustment. Once all of the salary steps have been computed, each salary figure shall be rounded off to two (2) decimal places, and this amount will comprise the new base salary schedule. Taxable pay will be calculated by subtracting the Public Employee Retirement System (PERS) picked up by the employer in accordance with Internal Revenue Code Section 414(h)(2), (which is calculated at 9% of the resulting regular rate of pay). Hourly rates for each step are calculated by multiplying the respective unrounded salary step plus applicable incentives (regular rate of pay) by twelve (12) and then dividing by two thousand nine hundred twelve (2,912) and rounding off the result to the nearest two (2) decimal places.

Section 2.04 REGULAR RATE OF PAY

1. This MOU periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. The "definition" used in this MOU is for general reference and
does not override the specific definitions set forth in the FLSA. Therefore, as used in this MOU, the "regular rate of pay" is the remuneration paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the "regular rate of pay." Applicable statutes/case law shall prevail over any MOU definitions inconsistent with statutes/case law. The parties acknowledge that the City does not pay the employee's 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

Section 2.05  BASE SALARY SCHEDULE-STEP ADVANCEMENT

1. The advancement of a new employee from Step A shall be on the new employee's anniversary date which is established as the day immediately following satisfactory completion of his/her first six months service; Steps B, C, D and E (F for Firefighters only) contemplate one year's service in each of such classification subject to the limitations of the paragraph below and the advancements there from shall be on the anniversary date of the employee; Step E (F for Firefighters only) contemplates continued service in such step until further advancement is indicated by reason of longevity.

2. If the employee's anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the anniversary date falls in the second week of the pay period, the effective date of the increase will be the first day of the following pay period. An employee in the fire service shall be presumed to merit an increase in pay unless his or her current performance evaluation on file rates him or her below standard or unsatisfactory and the Fire Chief notifies the Personnel Officer and employee in writing at least ten days in advance of the scheduled increase that the increase in pay should be withheld, stating reasons. If employee's performance subsequently improves to a satisfactory level, the pay will be granted upon the issuance of a satisfactory performance report.

Section 2.06  FIREFIGHTER COMPENSATION/PROBATIONARY PERIOD

1. Fire service employees shall be appointed to the position of Firefighter and compensated at Step A of the range assigned to Firefighter (483) for the first six (6) months from their date of hire. They shall be on probation during the first twelve (12) months from their date of hire.
Section 2.07 CHANGE IN ANNIVERSARY DATE AND RANGE NUMBER

1. An employee advanced from one range to another, shall receive a new anniversary date, which is the date of the change. Other changes in salary, unless specifically directed by the Council or as provided in the second paragraph of the Section herein entitled "Base Schedule-Step Advancement" herein shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System ordinance and the Personnel Rules and Regulations. The City Council reserves the right at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee.

Section 2.08 SALARY PLACEMENT ON PROMOTION

1. In all cases where an employee is promoted to a classification for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent of the base rate of the affected employee.

2. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his/her subordinate's base rate, the supervisor's base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

3. Any affected employee assigned to and performing the duties of a Fire Paramedic and who is promoted, shall suffer no decrease in base salary (pre-promotion base salary being measured by base salary plus any paramedic bonus). This Section shall not apply to paramedics who suffer a salary decrease because of a reassignment out of the paramedic program (as opposed to a promotion).

Section 2.09 FLEXIBLE SPENDING ACCOUNT

1. The City shall allow employees to participate in the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

ARTICLE 3 - INCENTIVE COMPENSATION

Section 3.01 PARAMEDIC SPECIAL ASSIGNMENT PAY

1. Effective the pay period beginning November 28, 2015, Paramedic Special Assignment Pay shall no longer be provided to members of this bargaining unit. Rather, employees
currently performing special assignment paramedic duties shall be reclassified to the newly created classification of Fire Paramedic.

Section 3.02 PARAMEDIC LICENSE INCENTIVE

1. Effective October 14, 2008, permanent sworn employees with a minimum of two years with the El Segundo Fire Department that possess a California Paramedic License and have Accreditation by the County of Los Angeles will be compensated at the monthly amount set forth in Exhibit III.

2. The members qualifying for this incentive may be utilized on paramedic assessment apparatus. These employees will be used on rescue ambulances to cover for members in the special assignment paramedic status when no special assignment paramedic can be reasonably called in from off duty. When no Fire Paramedic can be reasonably called in from off duty, then the following procedure will be used.

   a. If the opening occurs on a rescue ambulance, move the special assignment paramedic from the assessment apparatus to the rescue ambulance.

   b. Move an on-duty qualified paramedic Engineer or Captain to the assessment apparatus and hire back a Firefighter (the on-duty Battalion Chief will decide based on operational need as to which on-duty member would best be moved.)

   c. If there is no on-duty qualified paramedic Engineer or Captain, check availability for an off-duty qualified paramedic Engineer or Captain who has signed up and attempt to rehire (Engineers will be considered first then Captains.)

   d. If there are none on the availability rehire list, then attempt to force hire an off-duty qualified paramedic Engineer or Captain (Engineers will be force hired first before Captains.)

   e. If no off-duty qualified paramedic Engineers or Captains can reasonably be called in from off-duty, then a firefighter will be force hired to fill the vacancy.

3. Members who have never been certified/licensed or who have decertified (no longer licensed) and seek certification or recertification (licensure) will be sponsored by the City at the member’s request. Certification, recertification or licensure shall be at the member’s own time and expense including all fees for testing, licensure and any other associated costs with the exception of continuing education currently provided by the
City’s EMS Educator. Educational reimbursement will not be provided for outside training required for the initial recertification/licensure, or in situations where the employee did not attend classes provided in-house by the City’s Nurse Educator or other City provided resource. Once a member has in his/her possession a California Paramedic License and Accreditation from Los Angeles County and makes those documents available for inspection by the City, they shall be compensated as per the provisions in this MOU.

4. The City shall continue to provide an EMS Educator.

Section 3.03 FIRE STAFF PREMIUM PAY

1. Effective October 14, 2008, uniformed personnel who are assigned Fire Department work outside of the Suppression Division shall receive fire staff premium pay equal to Fifteen percent (15%) above the employee’s regular rate of pay to which they are entitled.

Section 3.04 HAZARDOUS MATERIALS FIRST RESPOUNDER OPERATIONAL INCENTIVE PAY

1. Effective the pay period beginning November 29, 2015, Hazardous Materials Pay shall no longer be provided to members of this bargaining unit.

Section 3.05 LIGHT-DUTY PAY

1. When an employee is assigned to light duty because of a temporary physical disability or condition, she/he shall be paid at the rate of her/his normal duty assignment without regard to the temporary duty schedule.

Section 3.06 FIRE INVESTIGATOR PREMIUM PAY

1. The assignment of cause and origin/arson investigators (also described as “fire investigators”) shall be created with the assignment requirements being designated by the Fire Chief. Employees selected to serve in this assignment shall receive a $50.00 per month stipend. The stipend shall commence with the employee providing evidence of having successfully completed mandated training and qualification to be certified to perform the duties of the assignment.

Section 3.07 TILLER PREMIUM PAY

1. Employees classified as Firefighters and tiller certified by the City shall receive a monthly stipend of $50.00.
Section 3.08 DRIVER’S LICENSE PREMIUM PAY

1. Effective the pay period beginning November 28, 2015, Driver’s License Premium Pay shall no longer be provided to members of this bargaining unit.

2. The City will provide the training and the means (i.e., equipment) to obtain the Class “C” license with a firefighter endorsement qualified to operate a class “A” vehicle. In the event the City elects not to provide the training or means to obtain the required license, the requirement for the respective license shall be dropped until such time as the City again provides the said training and means.

Section 3.09 REQUESTING INCENTIVE COMPENSATION

1. Members eligible to receive incentive compensation shall make a request in writing in order to receive such compensation (NOTE: through an approved form through channels to the Fire Department Personnel Officer. They shall also provide copies of the necessary proof of their eligibility to receive the incentive as outlined below:

<table>
<thead>
<tr>
<th>Incentive Compensation</th>
<th>Required Proof</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paramedic License Incentive:</td>
<td>Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.</td>
</tr>
<tr>
<td>Educational Program - EMT-D</td>
<td>A current EMT-D certification</td>
</tr>
<tr>
<td>Educational Program - Units</td>
<td>Official or unofficial transcript listing required units.</td>
</tr>
<tr>
<td>Educational Program - Certificate</td>
<td>Certificate, or official or unofficial transcript listing certificate earned.</td>
</tr>
<tr>
<td>Educational Program - Degrees</td>
<td>Diploma, or official/unofficial transcript listing degree earned or showing that the requirements have been met.</td>
</tr>
</tbody>
</table>

2. In addition, for incentive items that are renewed (Paramedic and EMT-D,) members must provide proof of renewal prior to the date of expiration of the last provided proof of eligibility. Failure to provide proof prior to the expiration will result in the loss of the effected incentive compensation, retroactive back to the date of expiration. The employee can have the incentive pay reinstated in the first payroll period following provision of proof of eligibility. The reinstatement shall be retroactive to the date the member met the qualifications for an incentive item as indicated in the proof of eligibility.
ARTICLE 4 - EDUCATIONAL PROGRAMS

Section 4.01 INCENTIVE PAY

1. Members of this bargaining unit hired on or before November 28, 2015 will be eligible for one additional Education Incentive if the degree/units is conferred/completed by September 30, 2017; Master’s degree excluded. The amount of compensation shall be as set forth in the applicable range in Exhibit III, attached and incorporated into this MOU. The one additional Incentive will be held in abeyance until the required years of service are met (if not met prior to September 30, 2017) Members of this bargaining unit who are conferred a degree after September 30, 2017 shall not be eligible for the additional Education Incentive Pay.

a. Fire Science Certificate or successful completion of twenty units of college level courses in Fire Science and two years of service with the El Segundo Fire Department - pursuant to Schedule 1, Fire Units;

b. Associate of Arts Degree with at least twenty units in Fire Science and 7.5 years of service with the El Segundo Fire Department - pursuant to Schedule 1, AA Degree;

c. Bachelor's Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief and 10 years of service with the El Segundo Fire Department - pursuant to Schedule 1, BA Degree.

d. The above amounts shall not be cumulative.

2. Bargaining unit members hired after November 28, 2015, shall not be eligible for the Education Incentive Pay.

Section 4.02 ELIGIBILITY

1. Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for incentive pay as provided herein. Each employee who qualifies for educational incentive pay shall remain eligible during the course of his/her employment with the City, with the following exceptions: After qualifying for educational incentive pay, an employee shall cease to receive such pay during any time period that: the employee does not meet the requirements for educational incentive pay; the employee is suspended without pay; or the employee’s most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this incentive under the terms stated above shall have their incentive pay reinstated the first payroll period following his/her re-qualification.
Section 4.03 CONTINUOUS TRAINING

1. The City currently provides the training and the means to obtain the EMT-D certification and the Class “B” Restricted Driver’s License. In the event the City elects not to provide the training or means to obtain the required certification or license, the requirement for the respective certification or license shall be dropped and otherwise qualified employees shall remain eligible for educational incentive pay until such time as the City again provides the said training and means.

ARTICLE 5 - LONGEVITY ACHIEVEMENT PAY

Section 5.01 TENURE AND COMPENSATION SCHEDULE

1. Members of this bargaining unit hired on or before November 28, 2015 will be eligible for one additional Longevity Pay increase, as set forth in Exhibit IV, attached and incorporated into this MOU. Once the next Longevity level has been reached, the employee shall not be eligible for any future Longevity levels.

2. Bargaining Unit members hired on or after November 28, 2015, shall not be eligible for the Longevity Pay.

Section 5.02 ELIGIBILITY

1. After qualifying for longevity pay, an employee shall cease to receive such pay during any time period that: the employee does not meet the requirements for longevity pay; the employee is suspended without pay; or the employee’s most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this incentive under the terms stated above shall have their incentive pay reinstated the first payroll period following his/her re-qualification.

ARTICLE 6 - INSURANCE ACTIVE EMPLOYEES

Section 6.01 BASIC HEALTH AND MEDICAL INSURANCE

1. The City will consult with employees through the insurance committee and consider all suggestions and presentations on the types of insurance plan or plans to be purchased. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.
Section 6.02 OPTICAL INSURANCE PROVIDER

1. The optical insurance plan to be selected by the City will be the Teamsters' proposed vision plan provided through Vision Care Plan or a plan with similar benefits.

Section 6.03 HEALTH INSURANCE FORMULA

1. For the duration of calendar year 2015, the maximum medical contribution shall be $1334.91.

2. The 2016 monthly City-paid health insurance premium contribution for medical health insurance will be $1425.02. This rate is equal to the average dollar cost of the 2016 premiums for an employee and two (2) or more dependents under the HMOs available to the employees under the Public Employees' Medical and Hospital Care Program in the "Los Angeles Area", as that term is defined by CalPERS. The 2016 rate of $1425.02 shall remain in effect for the term of this MOU.

3. Employee Assistance Program - The City shall provide a basic level of service to employees at City cost. Basic level shall consist of three (3) sessions per member/per incident/per year. Employees may voluntarily enroll in the EAP/Outpatient tier at their own cost; the 2016 monthly rate is $9.52 and is subject to change.

Section 6.04 DENTAL, OPTICAL AND LIFE INSURANCE

1. The City shall offer dental, optical, and life insurance to bargaining unit members, premiums to be fully paid by employees. Insurance premiums paid by the employee will be deducted from the employee's paycheck and if eligible through the City's established flex plan under section 125 of the Internal Revenue Code. The City will extend dental coverage for dependents to the age of 26 as is the current practice for medical insurance.

Section 6.05 LONG-TERM DISABILITY INSURANCE

1. The City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters group Long-Term Disability Insurance. These payments shall be reported to the taxing authorities as ordinary income of the employees.

2. An employee who has qualified for Long-Term Disability as a result of an injury or illness shall be required to implement a 50/50 integration benefit (50% of the available LTD benefit being funded by any and all accrued leaves) under the LTD Plan after their FMLA time expires. This 50/50 option will continue until the employee returns to duty, terminates employment, or exhausts all accrued Leaves. During use of the integration benefit process, the City will continue the employee's medical
insurance and retirement payments as if the employee were not on Leave.

3. Employees of the Firefighters Bargaining Unit may participate in the City's Catastrophic Leave Program. Members on Long-Term Disability Leave, upon exhausting all accrued leaves, will be considered for the use of the City's Catastrophic Leave Program.

Section 6.06 CATASTROPHIC LEAVE PROGRAM

The Catastrophic Leave Program is as follows:

a. Purpose

To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.

b. Definition

A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.

c. Procedures

There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.

Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.

Sick Leave, vacation and compensatory time leave donations will be made in increments of no less than one day. These will be hour for hour donations.

Employees must, at the time of donation, have a minimum of one hundred (100) hours of accumulated illness/injury leave remaining after a donation has been made.

5. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.
Section 6.07  LONG TERM CARE GROUP INSURANCE

1. Effective November 28, 2015, the City shall no longer pay on behalf of each qualifying employee any premiums for California Association of Professional Firefighters Supplemental Long Term Care Rider Composite Plan.

Section 6.08  MEDICAL INSURANCE CONTRIBUTION - ON DUTY DEATH

1. If it is determined by the Workers’ Compensation Appeals Board and/or the Public Employees’ Retirement System that an Association member has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical insurance premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased member until age 18. Said medical premium payments on behalf of the children of a deceased member shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

2. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits, which the deceased member was receiving at the time of his/her death. For example, if at the time of death, the member was enrolled in a specific HMO Plan, then future premium payments made pursuant to this Section shall be in an amount required to maintain comparable plan benefits.

ARTICLE 7 - INSURANCE RETIRED EMPLOYEES

Section 7.01  CITY SPONSORED MEDICAL INSURANCE PLANS

1. The City will pay 100% of the premium for the agreed upon health insurance, under the City’s insurance plans, for retired employees and eligible dependents, to the maximum dollar amount being equal to the contribution made for current employees with coverage which is the same as that of the retiree.

Section 7.02  OTHER MEDICAL INSURANCE PLANS

1. The City shall contribute up to $120.00 per month to employees who service retire while under the employ of the City of El Segundo toward any medical insurance coverage which the retiree should select for himself or herself if the selected medical coverage is not provided under the City’s insurance plans. Retirees with non-City medical coverage shall submit proof of their annual coverage for medical insurance to the City at any time during the year and the City will issue them a reimbursement check. Partial year coverage shall be compensated on a pro-rated basis.

2. The above limitation shall not apply for retirees who retired before December 1989 and in December 1989 were not receiving a
City contribution to medical insurance. The monthly limitation for such employees shall be $75.00.

Section 7.03  ELIGIBILITY RETIREE MEDICAL INSURANCE

1. Effective July 1, 1989, employees shall have a minimum of five (5) years of City service as a prerequisite to receive from the City service retiree medical insurance contributions and continued participation in the City’s group insurance plans except as may be mandated by law (e.g., COBRA).

ARTICLE 8 - SICK LEAVE

Section 8.01  SICK LEAVE ACCRUAL

1. Permanent employees shall accumulate sick leave at the rate of one eight-hour day accumulation for each month’s service not to exceed a maximum of 1056 hours. Members of the Fire Service in the positions of Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain who work shifts shall accumulate sick leave at the rate of one twelve-hour day accumulation for each month’s service, not to exceed a maximum of 1584 hours. Sick leave shall be available for immediate use beginning from date of hire.

Section 8.02  SICK LEAVE USAGE FOR FAMILY CARE

1. Affected employees are eligible to utilize a maximum of six (6) days (three shifts) of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury.

Section 8.03  SICK LEAVE PAY UPON SEPARATION

1. Upon separation from service of an employee, the City shall pay for the employee’s unused sick leave accumulation according to the following schedule at the same rate the employee would have received had he/she used the benefit to receive full pay while absent on the date of the cash-out payment:

   a. 50% after ten (10) years of service.

   b. 90% after twenty (20) years of service.

2. Employees with 25 years or more of City service who have reached age 47 or more may, in each of their final three years of employment, cash out up to 1/3 of their accrued unused sick leave up to a maximum of 90% as long as they maintain a 120 hour post distribution balance during employment. The cash out is limited to one time per calendar year with the exception of the final 1/3 cash out to be made on separation. The first two payments are limited to the maximum dollar value of deferred
compensation "catch up" permitted by law for the calendar year in which the cash out is received. In no event can an employee cash-out a cumulative total greater than that permitted above.

3. Effective October 1, 2016, employee's sick leave pay for 8.03(1) and 8.03(2) shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.04 SICK LEAVE PAY UPON DISABILITY RETIREMENT

1. Employees separating from service because of a disability retirement, after five (5) years of service, will be compensated at 90% of the employee's accumulated, unused sick leave at the same rate the employees would have received had he/she used the benefits to receive full pay while absent on the date of the cash-out payment. Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.05 SICK LEAVE PAY UPON DEATH

1. Employees who die while under the employ of the City will receive 75% of their accrued unused sick leave. Benefits shall be paid to employee's beneficiaries and/or estate at the "regular rate of pay". Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

Section 8.06 ANNUAL PAYMENT FOR HOURS OVER MAXIMUM

1. On the first day of December of each year, employees who maintain a balance of 1056 hours (Firefighters assigned to fire suppression, 1584 hours) of Sick Leave accrual shall be paid at the "regular rate of pay" for one-half the Sick Leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10, Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

ARTICLE 9 - VACATION LEAVE

Section 9.01 VACATION ACCRUAL 40-HOUR WORK WEEK

1. Members of the Union who work 40 hours a week shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:

   a. Twelve (12) working days per year with full salary for the first seven years of continuous service with the City;
b. Eighteen (18) working days per year with full salary after seven (7) years and until the completion of fourteen years of continuous service;

c. Twenty-four (24) working days per year with full salary after fourteen (14) years of continuous service.

Section 9.02 VACATION ACCRUAL 24-HOUR SHIFT

1. Employees who work on a shift basis shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:

   a. Six (6) shifts per year with full salary for the first seven (7) years of continuous service with the City.

   b. Nine (9) shifts per year with full salary after seven years and until the completion of fourteen (14) years of continuous service.

   c. Twelve (12) shifts per year with full salary after fourteen (14) years of continuous service.

Section 9.03 VACATION ELIGIBILITY

1. One (1) captain, one (1) engineer, one (1) paramedic and one (1) firefighter per shift shall be granted vacation leave upon approved application being made and consistent with the needs of the Department. Effective October 1, 2011, the use of unsecured vacation shall be allowed, as provided by the rehire policy, more than one member in a rank per shift will be able to use accrued vacation time.

2. Vacation leaves may be taken only after an employee has completed one year’s continuous service with the City.

Section 9.04 VACATION BUY BACK

1. Each affected employee shall be provided the option of converting one hundred percent (100%) of annual accrued vacation leave to cash, at the base hourly rate of pay existing at the time of distribution, during one (1) calendar year pay period as selected at the discretion of the employee.

Section 9.05 VACATION ACCRUAL ON IOD

1. An employee on a City approved industrial disability leave may exceed his/her maximum vacation accrual by 50% of his/her annual vacation leave. (Example: employee on IOD with 288 hours accrued vacation may accrue an additional 72 hours, i.e. 50% of his 144 annual accrual).
Section 9.06  PROMOTION AND TRANSFER ELIGIBILITY

1. Vacations shall be honored with respect to all transfers even if that vacation period has already been taken by another member. In addition, vacations shall be honored with respect to promotions, however this is contingent on volunteer members being available to work. Vacations honored under this provision that allow two members to be on vacation during the same period shall not be available to other members should the transferred or promoted member cancel said vacation period.

Section 9.07  PAYOUT ON TERMINATION

1. Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period and the terminal salary warrant shall include accrued vacation pay to the time of termination.

Section 9.08  EMERGENCY USE

1. For personal emergencies, that is, a serious illness of an "immediate family" member of the employee or the employee’s spouse and for cases of extreme and unusual hardship of an emergency nature, employees, upon request, shall be entitled to utilize accumulated vacation leave or compensatory time-off, for which prior notification is required; however, in certain instances notification requirements may be waived.

ARTICLE 10 - OVERTIME

Section 10.01  GENERAL

1. All of the members of the Fire Department shall be subject to call for service at any time.

2. All employees working a 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their "regular rate of pay," for all time worked in excess of 182 hours in a 24 day work period. This MOU periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. The parties acknowledge that the City does not pay the employee’s 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

3. All employees working a 40 hour/7-day work period, a 9/80 or other modified 40 hour schedule shall receive premium overtime compensation at the rate of one and one-half (1.5) times their regular rate of pay for all time worked in excess of their daily work shift or in excess of 40 hours in a 7-day work period.
4. In determining an employee’s eligibility for overtime compensation in a work period, paid leaves of absences and unpaid leaves of absences shall be excluded from the total hours worked. Paid leaves of absences that are to be excluded from total hours worked are the following:
   a. Vacation Leave
   b. Sick Leave

5. 56-HOUR SUPPRESSION ASSIGNMENT—The work period for all employees assigned to a 56-hour suppression assignment (56 hr. employees) shall be a 56-hour week, consisting of eight (8), twenty-four-hour shifts within a 24-calendar day "FLSA cycle". The employer shall pay premium pay of 1.5 times the regular rate of pay for all hours worked in excess of 102 hours within the 24-calendar day cycle. Ten (10) hours of FLSA overtime pay is considered “regularly scheduled overtime,” thus premium pay reportable to CalPERS as normal hours worked.

Section 10.02 OVERTIME UNDER FLSA

1. Effective July 1, 2006

   a. The City shall compensate personnel who temporarily work an 8-hour day at their regular rate of pay based on a 56-hour per week work schedule. The employee’s hourly rate shall be modified to a 40-hour per week rate if the Fire Chief reassigns the employee to that shift for an extended term.

Section 10.03 FORCED HIRE COMPENSATION

1. Effective July 1, 2006

   a. Notwithstanding Section 10.01, employees subject to forced rehire shall be paid a minimum of four (4) hours at time and one-half (it is understood that pursuant to the Fire Department’s practice/procedure, recall is a form of forced rehire). The Battalion Chief will release a recalled/rehired suppression employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

ARTICLE 11 - DEFERRED COMPENSATION PROGRAM

Section 11.01 ELIGIBILITY / PROGRAM ADMINISTRATOR

1. Union members are eligible to participate in the City’s approved deferred compensation programs. The contributions made to this program shall be borne solely by the employee (i.e. no City contributions). In the event the City contemplates changing the program administrator, the City will first consult with the Union.
Section 11.02  DEFERRED COMPENSATION MATCHING FUNDS

Effective November 28, 2015, the City shall no longer match contributions made by the employee to the City’s Deferred Compensation Plan established under Section 457 of the Internal Revenue Code to a maximum of 5% of the employee’s regular rate of pay. However, the City shall deposit a final match to reflect the employee contributions made from January 2015 through the pay period ending November 27, 2015. The City shall deposit the final matching funds on behalf of the employee into the City’s Deferred Compensation Plan established under section 401(a) of the Internal Revenue Code.

ARTICLE 12 - RETIREMENT - PERS

Section 12.01  PERS RETIREMENT PLAN

1. For all members, except those defined as “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013:
   a. All sworn firefighting employees currently represented by the Union who are safety members of PERS shall have their retirement benefits calculated pursuant to the three percent (3%) at age 55 formula set forth in Section 21363.1 of the California Government Code.
   b. One-Year Final Compensation option “single highest year” (Government Code Section 20042)

2. For “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013:
   a. The provisions of AB 340 (The California Public Employees’ Pension Reform Act of 2013) will be applicable to new members hired into this bargaining unit on or after January 1, 2013.
   b. Retirement Formula: Per Government Code Section 7522.25(d), also known as 2.7% @ 57 retirement formula.
   c. Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.
   d. Effective January 1, 2013, employees shall pay one half of the normal cost rate, as established by CalPERS.

Section 12.02  OPTIONAL BENEFITS

1. The City of El Segundo has modified its PERS contract to provide the following Optional Benefits:
a. Post-Retirement Survivor Allowance – in accordance with Government Code Sections 21624 and 21626
b. Military Service Credit as Public Service – employees may elect to receive such credit for prior military service in accordance with Section 21024 of the California Government Code.
c. Fourth Level of 1959 Survivor Benefits – in accordance with Government Code Section 21574
d. Pre-Retirement Option 2W Death Benefit – in accordance with Government Code Section 21548

Section 12.03 PERS PAYMENT PICK-UP

1. The employees shall pay their required nine percent (9%) contribution to PERS. In accordance with Resolution No. 4497 The City shall pick-up this nine percent (9%) contribution, meaning that while employees pay their own nine percent(9%) member contribution, the City shall treat this contribution as an employer contribution for purposes of employee federal and state income tax withholding as authorized by Internal Revenue Code(IRC) Section 414(h)(2).

2. The City’s pick-up of the contribution shall be limited to the percentages noted herein. Increases in the City's pick-up percentage shall not occur without mutual agreement of the parties.

ARTICLE 13 – UNIFORM AND SAFETY EQUIPMENT

Section 13.01 UNIFORM MAINTENANCE PROGRAM

1. Each newly hired employee within a represented classification shall be provided at City cost, with three (3) complete uniforms. A "complete" uniform shall be defined as including required badges, patches, shirts, pants, boots, jackets, jacket liner, belt, tie, tie clip, hat, hat piece, collar piece, name tags and buckles. Further, the City shall at its own cost replace items fitting within the aforesaid uniform description where such items are rendered unserviceable through normal wear and tear. If boots can be re-soled without negatively impacting integrity of the boot, then replacement will not occur. The determination of the Fire Chief as to uniform items being replaced consistent with this section shall be final and binding and shall not be subject to a grievance procedure or to judicial review.

2. Effective November 28, 2015, a uniform allowance shall no longer be provided to members of this bargaining unit.

Section 13.02 CAL OSHA/FED OSHA UNIFORM REQUIREMENTS

1. In the event that Cal OSHA, Federal OSHA or an equivalent body changes the uniform requirements for unit employees, the City
shall provide or pay the cost of the newly mandated item(s) up to 2 uniforms and 1 pair of shoes per employee.

Section 13.03 DEPARTMENT UNIFORM OFFICER

1. The duties of the Department Uniform Officer may be assigned in the Firefighters’ bargaining unit. The assigned personnel will manage the purchase, replacement and distribution of uniforms and turnout gear.

ARTICLE 14 - BEREAVEMENT LEAVE

Section 14.01 GENERAL

1. A maximum of four (4) days (which shall be defined as two (2) shifts or 48 hours) paid bereavement leave per incident of death in the immediate family is provided separate and distinct from sick or other leave benefits. “Immediate family” shall be defined as spouse, child, mother, father, grandparents or sibling of the employee or their spouse/significant other.

Section 14.02 USE OF OTHER LEAVES

1. No other emergency leave shall be provided, except as outlined in Sections 8.02 and 9.10.

Section 14.03 DOCUMENTATION

1. Members who use bereavement leave or emergency leave shall be required to write a fire department correspondence through channels to the Fire Chief indicating the reason they requested the leave. The Fire Chief shall sign the letter and include it in the member’s fire department personnel file.

ARTICLE 15 - COMPUTER LOAN PROGRAM

Section 15.01 GENERAL

1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum of $4000 cumulative interest free loan to purchase personal computer hardware and software. The City’s determination in this regard is not subject to administrative or judicial appeal. Loans shall be repaid through payroll deductions over a three-year period. Outstanding loan balances must be paid off at the time that an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee’s final check.

2. City shall retain title, as security, to any equipment purchased with funds from the above-described loans, until such time as
the loan is fully paid off. City is to be notified of any exchange or updating of equipment.

3. "After-the-fact" financing is allowed only with prior approval of the Director of Finance or his/her designee.

Section 15.02 INITIAL LOAN

1. All participants to the loan program will be eligible for an initial, interest free loan in the amount of $4,000 (four thousand dollars). An employee with an outstanding balance on a prior computer loan as of July 1, 1997, will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at an interest rate of 3%. All loans would include a 36-month repayment term.

Section 15.03 ELIGIBLE PURCHASES

1. Eligible purchases shall be expanded to include ergonomic-related furniture and equipment and anti-viral software shall be required as a prerequisite in granting requested loans.

ARTICLE 16 - SAFETY COMMITTEE

Section 16.01 SELECTING MEMBERS

1. The Fire Department Safety Committee shall at a minimum consist of one member from each suppression position: Battalion Chief, Captain, Engineer, Firefighter/Paramedic, and Firefighter. Each position shall select their volunteer representative. If there are no volunteers, the Fire Chief may appoint a position representative. Review of the representatives shall be made at approximately 18-month intervals, and/or at the request of the committee at any time. In addition to being comprised of suppression personnel, the Safety Committee shall also consist of one member from the Fire Prevention Division and one member from the Environmental Safety Division.

Section 16.02 PURPOSE

1. Using a proactive risk management approach, make recommendations for abating unsafe conditions in order to prevent accidents and improve safety in all department operations.

2. Review policies and procedures of the department as they pertain to safety, and make recommendations for correction or change.

3. Review equipment, uniforms, and protective gear to assure their quality as related to safety considerations.
4. Review accidents related to equipment, apparatus, and facilities, as well as make recommendations regarding any corrective measures needed to limit future occurrences.

5. Issue department safety bulletins at the direction and approval of the Fire Chief.

6. All recommendations will be forwarded to the Fire Chief. He will take any final actions, ensuring compliance with local policies or ordinances, and/or any state or federal regulations.

Section 16.03  MEETINGS

1. The committee shall meet at the discretion of their selected chairperson.

ARTICLE 17 - TRAINING REIMBURSEMENT

Section 17.01  PARAMEDIC TRAINING REIMBURSEMENT

1. Employees who participate in the Paramedic Training Program will be required to reimburse the City, for the cost associated with training paramedics upon voluntary separation from City service. The rate of reimbursement is as follows:

   a. Voluntary separation during the Paramedic Training Program - 100% of the City's expended costs for training. Reimbursement is not required if the City receives credit back from the training program.

   b. Voluntary separation during the first year following state certification as a paramedic - 100% of the City's expended costs for training.

   c. Voluntary separation during the second year following state certification as a paramedic - 50% of the City's expended costs for training.

   d. Voluntary separation during the third year, and thereafter, following state certification as a paramedic - no reimbursement.

2. The City's costs will be limited to the following:

   a. Primary Paramedic Training.

   b. State Accreditation Fee.

   c. L.A. County Accreditation Fee.

Section 17.02  DEPARTMENT INSTRUCTOR TRAINING

1. Employees sent to training at City expense, for the purpose of training and instructing members of the department in training
disciplines, shall commit to serve as a department instructor for a minimum of two (2) years. Any member who chooses not to honor this commitment will be required to reimburse the City for costs associated with the training according to the following schedule:

a. Voluntary separation during the training program - 100% of the City's expended costs for the training. Reimbursement is not required if the City receives credit back from the training program.

b. Voluntary separation from department instructor during the first year following the training course(s) - 100% of the City's expended costs for the training.

c. Voluntary separation from department instructor during the second year following the training course(s) - 50% of the City's expended costs for the training.

d. Voluntary separation during the third year, and thereafter, following the training course(s) - no reimbursement.

e. Members who voluntarily separate from the City will be exempted from this provision, unless the member leaves within the first six (6) months after completion of the training.

2. To determine reimbursement costs, the City's cost will be limited to the following:

a. Fees for the course(s).

b. Travel, per diem and lodging expense.

ARTICLE 18 - EDUCATIONAL REIMBURSEMENT

Section 18.01 REIMBURSEMENT FOR COURSES

1. For unit employees hired after July 5, 1975, the City will pay the employee $375 for each job related course (3-unit semester or 4-unit quarter system) the employee completes at an accredited college, university, or California State Fire Academy accredited state or regional class taken during the employee’s non-work hours in which a minimum "C" grade or certificate is received in said course. The employee is required to obtain the prior approval of the Fire Chief. The maximum an employee can receive in any calendar year period is $2,000.

2. During the term of this agreement, the parties shall confer regarding designation of those California State Fire Academy courses which shall result in eligibility for reimbursement. The designation of classes shall include, but need not be limited to those classes that previously have been approved. Once the initial designation list has been compiled, the Fire Chief shall first confer with Union representatives and shall
then be authorized to add newly designated courses which the Fire Chief considers appropriate.

Section 18.02 REIMBURSEMENT FOR TUITION AND BOOKS

1. An additional benefit will be offered to employees hired after July 5, 1975. Those employees will have the option of receiving reimbursement for tuition and books as outlined below. (The employee may select only one reimbursement option during a calendar year)

   a. The employee must submit a memo to the Fire Chief detailing courses and the time frame required to obtain job-related Associate or Bachelor degree at an accredited college or university.

   b. The employee must receive approval (prior to enrollment) from the Fire Chief to receive reimbursement for tuition and books.

   c. Tuition and book reimbursement is not to exceed $2,000 for each affected employee per calendar year.

   d. Reimbursement requires obtaining a grade of "C" or higher, and submission of appropriate receipts to the Fire Chief and the Director of Administrative Services.

   e. The Fire Chief or his/her designee shall keep a log of employees requesting and receiving educational reimbursement.

   f. Employees must maintain an overall satisfactory department evaluation to remain eligible for educational reimbursement.

   g. Once approval has been obtained the employee must meet the criteria outlined above to receive the reimbursement.

Section 18.03 CITY REIMBURSEMENT AGREEMENT

1. Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

   a. Educational Reimbursement - "I certify that I successfully completed the course(s), receiving at least a grade of "C" or better." (Attach copy of grade verification) "Further, I agree to refund the City or have deducted from my final paycheck any Educational Reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule."
Section 18.04  CITY REIMBURSEMENT SCHEDULE

1. Below is the reimbursement schedule for the full months worked between course completion and resignation dates and the percentage of the total reimbursement to be refunded to the City.

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ARTICLE 19 -TEMPORARY APPOINTMENTS

Section 19.01  GENERAL

1. Where an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, "appreciable period of time" is defined as ten consecutive working days (eight working days if on Four/Ten Plan) or longer.

Section 19.02  METHOD FOR FILLING VACANCIES

1. Rank for rank rehires shall be the standard method used for filling vacancies with the exception of long term vacancies expected to be longer than eight (8) weeks.

Section 19.03  GUIDELINES

1. Long-term vacancies (more than 8 weeks) may be filled with provisional appointments made at the direction of the Fire Chief. The following guidelines shall be used when considering filling a vacancy by provisional appointment.

   a. The Fire Department Personnel Officer (FDPO) shall obtain a diagnosis in writing from the attending physician.

   b. The FDPO will refer to the Medical Disability Advisor, 2nd Edition, by Presley Reed, M.D., to assist in determining the duration of the employee's absence. This would be the average of the minimum and maximum expected length of disability in the category for very heavy work.
Section 19.04  PARAMETERS FOR CONFERRING

1. The FDPO will confer with the Union to determine whether or not a provisional appointment should be made. Provisional appointments will normally be made when each of the following statements is true:

a. An employee to be provisionally appointed is reasonably available and has qualified for the position by competitive examination.

b. The provisional appointment is needed to relieve an over burden of staffing replacement hours.

c. The provisional appointment will not cause an over burden of staffing replacement hours.

d. The provisional appointment does not fall 45 days prior to a promotional examination in the same classification as the provisional appointment.

e. The provisional appointment can be reasonably justified as an operational necessity.

Section 19.05  DETERMINATION OF APPOINTMENT

1. The FDPO and the Union will reduce to writing a recommendation to the Fire Chief as to whether or not a provisional appointment should be made. The recommendation will be made within ten (10) days of a known vacancy and include the agreed upon answers to the statements listed above and/or the agreed upon differences of opinion of the FDPO and the Union.

2. The Fire Chief will consider the recommendation and make the final determination. If the recommendation is not made within ten (10) days, the Fire Chief will make a decision based on the information available at that time.

Section 19.06  INTENT OF POLICY

1. This policy shall not be abused or used outside the intent of filling longer-term disability positions, except for dynamic emergency situations that dictate rank for rank rehires.

ARTICLE 20 - MAINTENANCE AND REPAIRS

Section 20.01  LIMITED MAINTENANCE AND REPAIR

Fire Department members shall perform limited maintenance and repair such as outlined below:
1. **CARPENTRY**

a. Members will perform minor, unskilled carpentry maintenance and repair. Such carpentry responsibilities shall not include maintenance or repairs requiring special skills, knowledge, or tools beyond household handyman level.

2. **PAINTING**

a. Members will perform touch-up painting. Such touch-up painting shall exclude painting of entire walls, rooms, or structures.

The foregoing Limited Maintenance Agreement shall pertain to all fire facilities:

**Section 20.02 ADMINISTRATIVE OFFICES (FIRE STATION #1)**

1. The City will maintain and clean the administrative office area and greenhouse windows in Fire Station #1. For the purpose of this provision, the administration office area is defined as the lobby, secretarial area, Fire Chief's Office, Fire Prevention Bureau offices, and Conference Room. Unit employees shall continue to be responsible for the maintenance and cleaning of all other areas in this facility and all areas of Fire Station #2 as presently provided.

**ARTICLE 21 - MATERNITY LEAVE**

**Section 21.01 EQUAL BENEFITS**

1. Except as provided herein, a female employee disabled because of pregnancy, childbirth, or a related medical condition shall have the same benefits as are provided to other employees who are temporarily disabled for (non-industrial) medical reasons.

**Section 21.02 WORKING AND REPORTING**

1. It is the employee’s right to continue to work while she is pregnant. Members who become pregnant and are physically capable of performing their jobs may, at their discretion, remain in active-duty positions, and are not required to report their condition to the employer.

**Section 21.03 LIGHT DUTY**

1. The City shall transfer a pregnant female employee to a less strenuous or hazardous position for the duration of the employee’s pregnancy if she so requests, with the advice of her physician or the employee’s other licensed health-care provider, where that transfer can be reasonably accommodated. The position will have an equivalent rate of pay and benefits. However, the
City shall not be required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

Section 21.04 LEAVE

1. A female employee disabled because of pregnancy, childbirth, or a related medical condition shall be entitled to take up to four months of leave of absence or the amount of accrued sick leave and vacation (if such leave is used), whichever is greater, due to such disability. The definition of “disabled because of pregnancy” includes that provided in California Code of Regulations Section 7291.2(g) and includes severe morning sickness or the need for time off for prenatal care. The date on which the leave should commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician or the employee’s other licensed health-care provider. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee’s physician or her other licensed health-care provider. At the end of the employee’s period(s) of pregnancy disability or at the end of four months pregnancy disability leave, whichever occurs first, a California Family Rights Act (“CFRA”) eligible employee may request to take CFRA leave of up to 12 workweeks for the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition in order for the employee to take CFRA leave. There is also no requirement that the employee no longer be disabled by her pregnancy before taking CFRA leave for reason of the birth of her child.

Section 21.05 NOTICE OF LEAVE

1. Any employee who plans to take pregnancy disability leave shall give the City reasonable notice (generally at least 30 days) of the date the leave will commence and the estimated duration of any leave. If 30 days advance notice is impractical (e.g., medical emergency or unforeseen occurrence) the employee shall inform the City of her need for pregnancy disability leave as soon as practicable.

   a. The City reserves the right to require written confirmation from the employee’s physician or the employee’s other licensed health-care practitioner that she is or will be disabled by pregnancy, childbirth, or related medical conditions as a condition of granting pregnancy disability leave.

   b. The City reserves the right to require written verification from the employee’s physician or the employee’s other licensed health-care practitioner that her disability has ceased before the employee returns to work.
Section 21.06  RETURNING TO WORK

1. When the employee is ready to return from pregnancy leave the employee shall be entitled to return to her original position unless either:

   a. The job ceases to exist because of legitimate business reasons unrelated to the employee’s pregnancy disability leave (e.g., layoff); or

   b. Each means of preserving the job for the employee would substantially undermine the City’s ability to operate safely and efficiently.

Section 21.07  COMPARABLE POSITION

1. If the employee cannot return to her original position because of either of the foregoing reasons, she shall be entitled to a comparable position unless either:

   a. There is no comparable position available; or

   b. For employees whose pregnancy disability does not qualify as a Family Medical Leave Act ("FMLA") leave, a comparable position is available, but filling the available position with the returning employee would substantially undermine the City’s ability to operate safely and efficiently.

   c. "Employment in a comparable position" means employment in a position, which is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. It must be performed at the same or geographically proximate worksite from where the employee was previously employed. It ordinarily means the same shift or the same or an equivalent work schedule.

Section 21.08  RIGHTS

1. Nothing contained herein shall limit the rights of the employee under the California Family Rights Act, the Federal Family and Medical Leave Act or other statutory and/or case law.

ARTICLE 22 - POLICY AND PROCEDURE AGREEMENTS

Section 22.01  DISABILITY RETIREMENT APPEAL PROCEDURES

1. The parties have agreed upon a disability retirement appeal procedure dated May 2010.
Section 22.02  INJURY ON DUTY PROCEDURES

1. The parties have agreed upon a injury on duty procedures dated June 18, 2003

Section 22.03  MODIFIED DUTY PROCEDURES

1. This is a temporary light duty procedure, as part of occupational injury and illness policy.

2. When an employee is assigned to light duty the employee shall be assigned to a 40-hour workweek schedule (9-80 schedule). The attending physician will identify any work restrictions and limitations. The fire administration will determine if an appropriate temporary light duty assignment is available meeting the restrictions detailed by the attending physician. Final approval for temporary light duty assignments rests with the Fire Chief. Temporary light duty assignments shall be for thirty (30) days. The Fire Chief may grant extensions as needed or requested.

3. While on light duty the employee will wear the department-approved uniform. Exceptions to the requirement to wear the department-approved uniform may be granted by the Fire Chief based on the nature of the injury and the work to be performed.

4. In order to return to full duty the employee must provide written documentation per City Practices authorizing the return to unrestricted duty.

5. An employee assigned to temporary light duty may make a request to the Fire Chief for a modified 40-hour workweek and/or work location. The nature of available assignments and the needs of the employee will be considered in the decision. The Fire Chief will consider each request for a modified schedule/location on a case-by-case basis.

Section 22.04  REHIRE POLICIES

1. City officials and Association representatives met and agreed to Rehire/Staffing Policy and Procedures. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated December 19, 2003. Either party may cause a reopening of the meet and confer process regarding proposed changes to the Rehire/Staffing Policy and Procedures incorporated herein. There shall be no modification to the Rehire/Staffing Policy and Procedures absent an agreement of the parties to do so.

Section 22.05  RANK FOR RANK POLICY

1. The City agrees that when it rehires employees of the Fire Department it will rehire in rank, in accordance with the Rehire/Staffing Procedures, if there is available for rehire an employee holding the same rank as the absent employee.
Section 22.06  DRUG-FREE WORKPLACE POLICY

1. The City of El Segundo Drug-Free Workplace Statement and Substance Abuse Policy (dated July 1, 2008) is accepted by the Union. During the term of this agreement the city shall assess the need for revisions to the Drug-Free Workplace Statement and meet and confer with the Association for any proposed modifications to cause compliance with Lanier v. City of Woodburn.

Section 22.07  LAYOFF AND RECALL POLICY

1. Definitions
   a. Layoff - A reduction in the workforce, resulting in temporary or permanent unemployment, of one or more employees.

   b. Bumping - Moving to a lower classification or special assignment in which there is no vacancy and displacing an employee who has less seniority in that classification or special assignment as determined by appointment date to the affected classification.

2. Grounds for Layoff
   a. Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced (bumped) by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his/her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change. Employees of the Fire Department shall be laid off in the following order:
      1. Temporary, part-time and seasonal employees;
      2. Probationary employees;
      3. Employees who have finished their probationary period.

3. Notice to Employees
   a. An Employee filling a full time position shall be given fourteen (14) calendar days notice of layoff, seventeen (17) calendar days if by certified mail, indicating the circumstances, which made the layoff necessary. Employees reduced or displaced (bumped) shall be given five (5) calendar days notice, eight (8) calendar days if by certified mail, indicating the circumstances which made the change necessary. In the event of an emergency, the City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.
4. At-Will Employees

a. The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: Emergency Employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

5. Benefit Payoff

a. In the event an employee is laid off, he/she shall receive payment, at the employee's request, for any earned unused sick leave (in accordance with the M.O.U.), prorated vacation or holiday time as quickly as possible but not later than fourteen (14) days after the layoff.

6. Procedures for Layoff

a. Permanent employees shall be laid off in order of seniority in City service, that is the employee with the least City service shall be laid off first, followed by the employee with the second least seniority in City service, etc. Seniority shall be determined by hire date.

7. Procedures for Reduction or Displacement

a. Employees shall be reduced or displaced (bumped) in order of their seniority in the affected classification or special assignment, that is the employee with the least seniority in the classification or special assignment shall be reduced or displaced (bumped) first, followed by the employee with the second least seniority in rank, etc. Seniority shall be determined by promotion or assignment date. Temporary appointments or "Acting" assignment dates shall not be used for the purpose of calculating seniority in rank. For the purpose of this section Fire Paramedic shall be considered below Fire Engineer and above Firefighter.

8. Bumping Rights

a. Employees shall have the right to bump down to a lower classification or special assignment to which they were previously assigned, provided that the employee has greater seniority in that assignment, thus bumping an employee in that classification or special assignment with the least seniority to a lower classification or special assignment. To bump down into a lower classification or special assignment the employee must qualify for the position including any required certifications or licenses. Employees properly laid off in the bargaining unit shall not have bumping rights to any other City departments. Employees laid off from other departments of the Employer shall not have any bumping rights to positions within Fire Department Suppression Division.
9. Breaking Ties

   a. In cases where employees have the same date of hire (i.e. equal seniority), seniority shall be granted to the employee with the highest score on the examination in which the employee participated and received the appointment. The following criteria shall be used to determine seniority (in case of a tie or the testing process is not applicable, the next criteria shall be used).

      1. Overall raw score.
      2. Raw score of the oral interview.
      3. Raw score of the Practical (Engineers)
      4. Raw score of the written examination.
      5. The earliest date and time of application.

10. Salary Placement

   a. An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification, which is the closest to the compensation of the employee in the previous classification, but in no case higher, and the employee will be assigned a new salary anniversary date on the effective date of the appointment. The employee shall, however, retain seniority while his/her name remains on the reemployment list or lists.

11. Reemployment List

   a. The names of permanent employees who have been laid off under this section (including employees who have bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment therefrom for a period of three years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refused the reemployment offer shall be permanently removed from the reemployment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the reemployment list.

12. Letter of Layoff

   a. The City shall provide all employees who were laid off from the City a service letter setting forth that the employee was laid off and is eligible for reemployment. Those employees who were displaced to lower positions will be granted, upon the employee's request, a letter from the City
stating the employee was reduced in status as a result of a layoff and is eligible for reemployment to the higher-level position.

13. Rights of Reemployment

a. If a person is reemployed by the City within three (3) years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

14. Appeal

a. If the above procedures, except for Section B - Grounds for Layoff and Section D - At-Will Employees, are misapplied and adversely affect a laid-off or displaced employee, the adversely affected employee may file an appeal, setting forth what sections of this Section were violated, to the City Manager.

Section 22.08 GRIEVANCE PROCEDURE

Effective October 1, 2011

1. Purpose

a. To promote improved employer-employee relations by establishing procedures for the fair and orderly resolution of disputes between the City and the Union and/or the City and employees represented by the Union.

b. To provide that grievances shall be settled as near as possible to the point of origin.

c. To provide that the grievance procedures shall be as informal as possible.

2. Definition

a. A "Grievance" shall be defined as a controversy between the City and the Union or an employee or employees covered by this agreement. Such controversy must pertain to any of the following:

1. Any matter involving the application of any provision of this agreement; or

2. Any matter involving the violation(s) of any provision or intent of this agreement; or

3. Any matter that affects the working conditions of the employee or the application of all rules, regulations,
policies and/or laws affecting the employees covered by this agreement; or

4. Any protests of ratings or performance evaluations.

3. Evaluations

a. If an employee disagrees with their performance evaluation, Steps 1 and 2 of the grievance procedure shall apply to challenge the content of the employee's evaluation or performance review. If the grievance is not resolved at Step 2, the issue may be presented to the Director of Administrative Services within five (5) business days after termination of Step 2. A meeting with the employee, Union representative and the Director of Administrative Services will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is received by the Director of Administrative Services. The Director of Administrative Services may invite other members of management to be present at such meeting. The Director of Administrative Services will give a written reply by the end of the seventh (7th) business day following the date of the meeting. The findings of the Director of Administrative Services shall be final.

4. Discipline

a. An appeal of discipline is not subject to the grievance procedure. An appeal of discipline is distinct from a grievance in that it is an action taken by an employee to request an administrative review of disciplinary action initiated against him or her and is subject to the following procedure, which shall supersede contrary provisions in Ordinance 586. Where necessary, the City shall propose necessary modifications to bring the Ordinance into compliance with Government Code § 3254.5 (FBOR.). Pursuant to Government Code Section 3254.5, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq.

5. Procedure

a. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

1. Step 1 - An employee's grievance must be submitted in writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this agreement alleged to have been violated within fifteen (15) business days after the employee could have been reasonably expected to have had knowledge of the circumstance(s) giving rise to the grievance. The supervisor or management representative shall reply in writing to the employee by the end of the fifteenth (15th) business day
following the presentation of the grievance and giving of such answer will terminate Step 1.

2. **Step 2** - If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief within ten (10) business days after termination of Step 1. A meeting with the employee, Union representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance.

3. Such meeting will take place within ten (10) business days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other members of management to be present at such meeting. The Fire Chief will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 2.

4. **Step 3** - If the grievance is not settled in Step 2, the grievance will be presented to the City Manager within five (5) business days after termination of Step 2. The Grievant(s) or Union Representative and the City Manager shall, within seven (7) business days after receipt of a grievance initiated at this Step, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is referred to Step 3. The City Manager will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 3. The findings of the City Manager shall be final and binding except as provided in Step 4 below.

5. **Step 4** - In cases, and only in such cases, which involve the alleged violation of the Personnel Ordinance, the Classification and Salary Resolution, the Personnel Rules or a Memorandum of Understanding, the employee may, by written notification to the Director of Administrative Services within two (2) working days, request submission of the issue to the Los Angeles County Civil Service Commission, Public Employee Relations Board (PERB), or Los Angeles County Employee Relations Commission (ERCOM), whichever may apply, stating specifically the paragraphs of the Ordinance, Resolution, Rules or Memorandum of Understanding which the Grievant(s) alleges are being violated. The Director of Administrative Services shall then submit said request, together with copies of all the pertinent forms, documents, and materials concerned, to the Los Angeles County Civil Service Commission, to review all such evidence and information as it relates to the specific violation alleged by the employee(s).
6. Representation

a. Employees may be represented by persons of their choice at meetings with the Fire Chief, Director of Administrative Services, City Manager or Los Angeles County Civil Service Commission. When the grievance is processed with Union participation, the Union agrees to pay half of the cost of hearings conducted by the Los Angeles County Civil Service Commission, to a maximum annual (fiscal year) amount of three-thousand dollars ($3,000). In addition, Union shall pay half the cost of any FBOR mandated Administrative Law Judge. In such a case where a grievance is processed without the Union's approval or participation, the individual(s) shall not incur the same cost.

7. Witnesses

a. In the event an employee represented by the Union is required by any party to appear at any meeting in any Step in this Procedure while otherwise in a paid status, the employee shall not suffer any loss of pay as a result of that appearance.

8. Time Limits

a. Time limits and procedures, as set forth above for each of the Steps, may be extended or waived by mutual agreement between the parties, but neither party shall be required to so agree. The parties agree that in the event the Union or any member should fail to comply with any of the time limitations set forth in this Procedure, such failure shall constitute a waiver of its right to prosecute the grievance further, unless good cause exists for the failure and the City has suffered no prejudice as a result. In the event the City or any of its representatives should fail to comply with any of the time limits prescribed in this Procedure, such failure shall compel the City to grant the remedy requested in the grievance.

Section 22.09  SHIFT TRADE POLICY

1. During this negotiation process fire department officials and Association representatives met and agreed to the Rehire/Staffing Policy and Procedures that included shift trades. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated November 11, 2003.

Section 22.10  NO SMOKING POLICY

1. Effective July 1, 1987, unit employees shall not be permitted to smoke and/or use tobacco products on duty in City facilities at any time.

2. Any unit employees hired after July 1, 1987, shall, as a condition of initial and continued employment, refrain from
smoking and/or using tobacco products at any time on or off duty.

Section 22.11 MEDICAL EXAMINATION POLICY

1. Effective November 28, 2015, the City shall no longer provide annual medical examinations to members of this bargaining unit.

Section 22.12 MILITARY LEAVE POLICY

1. City shall provide military leave in accordance with law.

Section 22.13 ELECTION DAY VOTING POLICY

1. Covered employees who are assigned to work on the day of any Federal, State or Municipal elections, who desire to vote, shall be obligated to cast absentee ballots whenever legally available. The parties agree that this provision is not intended to infringe upon any employee voting rights set forth in Section 14000 et. seq. of the California Elections Code. If any portion of this provision is found to violate Section 14000 et. seq., as part of a final adjudication by a court of competent jurisdiction, then the parties agree to discuss alternative voting arrangements for covered employees forthwith which balances employee voting rights and the legitimate scheduling needs of the Fire Department.

Section 22.14 JURY DUTY

1. Employees shall be entitled to a leave of absence for jury Duty, subject to compliance with all of the following conditions:

   a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)

   b. During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.

   c. For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the court estimated during voire dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.

   d. Any compensation for the first two weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.
e. While on Jury Duty, the employee must report to work or use vacation leave for the remainder of the employee’s scheduled duty days, when relieved of jury duty for the day and prior to the end of the scheduled duty day.

f. The employee must provide documentation of his or her daily attendance on Jury Duty.

Section 22.15 FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

1. Attached to this MOU as Exhibit I, is the discipline-related policy and procedure which has been drafted in accord with the requirements of Government Code § 3250 et. seq., the Firefighters Procedural Bill of Rights Act.

ARTICLE 23 - UNION BUSINESS

Section 23.01 BULLETIN BOARDS

1. The Union shall be provided a bulletin board location at each fire station for its posting of information concerning official Union business and activities. All posting shall contain the date of the posting and the identification of the document as a Union sponsored publication. All postings shall be done by an authorized Union representative. Management shall have a right to remove and/or prevent the posting of materials that contain personal attacks upon the qualifications, skills, credibility, honesty or character of any City employee of any rank.

Section 23.02 UNION MEETINGS

1. The Union shall be limited to ten (10) meetings per year during regular business hours. Additional meetings can be held after hours or on weekends.

2. Meetings held during regular business hours shall begin at 0730 hours and end at 1130 hours with employees returning to work details by 1145 hours, except that meetings may be longer with approval of the Fire Chief or his designee.

Section 23.03 CONDUCT OF UNION/ASSOCIATION BUSINESS

1. Effective July 1, 2000, each fiscal year representatives designated by the Union shall be entitled to seven (7) twenty-four (24) hour shifts of time with pay in order to attend related conferences, seminars, workshops, meetings, etc. No more than four (4) shifts, or the equivalent number of hours may be taken by any one representative on any one occasion. Time used to participate in the processing of grievances or during the formal “Meet and Confer” process shall be in addition to, and shall not count against, the time off with pay granted above. A maximum of four (4) of these shifts not used during a calendar year may be carried over into the next year, however, in no circumstance shall the Union or its representatives be entitled to more than
eleven (11) shifts per fiscal year. Employees requesting to utilize this paid leave shall secure approval from the President of the Association and submit the request to the Fire Chief ten (10) days in advance of the requested time off. Employees shall not be penalized any hours for utilizing this time, for the purpose of calculating FLSA compensation.

**Section 23.04 AGENCY SHOP CLAUSE**

1. Pursuant to California Government Code Section 3502.5, the parties agree to institute an "Agency Shop" agreement whereby an employee in the unit of representation covered by this Agreement is required, as a condition of continued employment, either to join the El Segundo Firefighters’ Association or pay it a service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the organization. As a result, each bargaining unit employee must either:

   a. Elect to join the Union and pay union dues; or Pay an agency fee for representation; or

   b. With a bona fide religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

**Union Dues/Agency Fee Collection**

1. Effective January 1, 2012, the Finance Department shall deduct union dues, agency fee and religious exemption fees from all employees who have signed a written authorization and a copy of that authorization has been provided to the Finance Department. Employees on leave without pay or employees who earn a salary less than the union deduction shall not have union dues or agency fee deduction for that pay period.

2. The Union shall notify the City of any agency fee payer who elects to only pay fair share fees. The Union shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer’s paycheck.

3. The Union shall notify in advance all affected employees and the City if the amount will change.

**New Hire Notification**

1. Effective January 1, 2012, all new hires in this general bargaining unit shall be informed by Human Resources, at the time of hire, that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this Memorandum of Understanding and a form, mutually developed between the City and the Union that outlines the employee’s choices under the Agency Shop agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Finance Department. The Union may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Union.
Failure to Pay Dues/Fees

1. Should an employee fail to make an election and provide the City a signed copy of the Agency Shop employee election form, the Union shall notify the City, requesting the employee be terminated from employment for failure to make an election. Within ten (10) working days of each new hire in the bargaining unit, the City shall notify the Union of all new hires, providing the Union the employee’s name, classification and date of hire.

Religious Exemption

1. An employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a union shall not be required, as a condition of employment, to join the union and pay union dues or pay an agency fee for representation.

2. An employee claiming religious exemption status shall be required to provide to the Union proof of affiliation with such a religious body or sect.

3. In lieu of union dues or agency fee, the employee claiming religious exemption shall be required to make a contribution equal to the Agency Fee, to one of the following non-labor, non-religious charitable organizations: South Bay Police & Fire Memorial Foundation; Alisa Ann Ruch Burn Foundation; Muscular Dystrophy Association; El Segundo Education Foundation.

Records

1. On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union’s certified financial report. The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

Rescission of Agreement

1. The Agency shop agreement may be rescinded at any time during the term of the Memorandum of Understanding by a majority vote of all employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.

Indemnification

1. The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this agreement.
ARTICLE 24 - HOLIDAYS

Section 24.01 ACCUMULATION

1. Employees who work shifts and are regularly required to work holidays shall accumulate holiday pay at the rate of one hundred forty-four hours per year in lieu of holidays. Employees who terminate employment shall be paid holiday pay on a pro rata basis.

Section 24.02 ANNUAL PAYMENT

1. The City shall have the option to issue eligible employees one check annually inclusive for sick leave pay, and holiday pay in November, but not later than on or about December 10. Benefits shall be paid at the employee’s regular rate of pay existing at the time the check is processed.

Section 24.03 PERS PICK-UP

Effective November 28, 2015, the City shall no longer pay any of the members’ PERS contribution on Holiday pay.

ARTICLE 25 - MISCELLANEOUS

Section 25.01 PROMOTIONAL EXAMINATION REQUIREMENTS

1. Effective July 1, 2003

   a. Candidates for Fire Captain promotional examinations shall be required to have 4 years firefighting experience and possess an AA or AS Degree, which includes a curriculum in Fire Science or 10 years of firefighting experience with the El Segundo Fire Department. If the promotional testing is declared to be open-competitive the requirements for outside candidates shall be equivalent to the educational requirement and/or equivalent to the time in rank in a full-time professional fire department.

2. Effective July 1, 2006

   a. Candidates for Battalion Chief promotional (or closed promotional) examinations shall be required to have eight (8) years experience in the fire service including 4 years as a captain, possess a Bachelor’s Degree or 10 years of service as a Fire Captain with the El Segundo Fire Department. If the promotional testing is declared to be open-competitive the requirements for outside candidates shall be equivalent to the educational requirement and/or equivalent to the time in rank in a full-time professional fire department.

Section 25.02 OPPORTUNITY TO REVIEW MATERIALS

1. No employee shall have any comment adverse to his/her interest entered into the employee's personnel file, or any other file
used for any personnel purposes by the employer, without the employee having first read and signed the instrument containing the adverse comment indicating the employee is aware of such comment, except that such entry may be made if after reading such instrument the employee refused to sign it. The employee's signature on the instrument indicates notice of the adverse comment, but does not indicate agreement by the employee with the comment. Should the employee refuse to sign, that shall be noted on that document, and signed by a witness, not a party to the issuance of the instrument. The employee may attach a rebuttal to the instrument containing the adverse remark to be included in the Human Resources or Fire Department personnel file.

Section 25.03 TRAINING PUBLIC AND EMPLOYEES

1. As part of their duties, suppression personnel may be required to instruct and participate in training for the public and other City Personnel. Examples of such training and participation include first aid, CPR, CERT, Confined Space Rescue Awareness, breathing apparatus, fire extinguisher operation, and various public education programs.

2. The determination as to whether to use on-duty personnel or off-duty personnel to conduct such training is within the Fire Administration's discretion to decide. If on-duty personnel are used Administration will determine whether to hire back additional personnel. The decision will be based on operational reasons. When personnel are hired back from off duty to instruct or participate in such training they will be paid at a rate consistent with the MOU.

ARTICLE 26 - SCHEDULE

Section 26.01 SCHEDULE - SUPPRESSION EMPLOYEES

1. The work schedule shall be two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) consecutive hours off duty, based upon a 24-day work cycle.

ARTICLE 27 - TERM

Section 27.01 TERM

The term of this MOU shall be October 1, 2014 through September 30, 2017. This Agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect until such time as a new agreement is reached.

Article 28 - Limited Layoffs

Section 28.01 No layoffs

Before instituting any layoffs the City will agree to meet and confer in good faith with the Association to explore alternative cost saving approaches. Additionally, as the result of the recent reorganization of the Fire Paramedic position on Engine 32, no existing Fire Paramedic shall be laid off or demoted as the result of such reorganization.
ARTICLE 29 - SIGNATURES

Section 29.01 SIGNATURES

1. This Memorandum of Understanding, October 1, 2014 to September 30, 2017 including the cover, index, Exhibits I-IV and signature pages, is made and entered into between the Union and the City as amended November 18, 2015.

For the Union:
Andrew Powell
President

Geoffrey Gerny
Vice-President

Clayton Holt
Vice President

Daniel Engler,
Treasurer

Deena Lee,
Secretary

For the City:
Greg Carpenter
City Manager

Martha A. Dijkstra
Director of Human Resources
EXHIBIT I

SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS
OF PUNITIVE ACTION
UNDER THE
FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and are intended to supplement Rule 14 and Rule 15 of the City of El Segundo Personnel Rules and Section 2.28.070, entitled “Hearing on Appeals” and Section 2.28.150, entitled “Employee Appeals” of Chapter 2.28, entitled “Personnel Merit System” of the City of El Segundo Municipal Code.

1. DEFINITIONS

a. The term “firefighter” means an employee who is considered a “firefighter” under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: firefighter, firefighter special assignment paramedic, fire engineer, fire captain, and battalion chief.

b. The term “punitive action” means any action defined by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”

2. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

These procedures shall supplement Sections 2.28.070 and 2.28.150 of Chapter 2.28 of the City of El Segundo Municipal Code and Rules 14 and 15 of the City of El Segundo Personnel Rules.

A firefighter who is suspended for more than five (5) workdays, but not for a
period in excess of thirty-one (31) workdays, shall be entitled to an appeal hearing before the City of El Segundo City Council ("City Council"), which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

A firefighter who is suspended more than thirty-one (31) workdays; demoted; or dismissed from employment shall be entitled to an appeal hearing before the Los Angeles County Civil Service Commission ("Commission") which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code. 1

a. Notice of Discipline as Accusation – The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code § 11500, et seq.

i. Pursuant to Government Code § 3254, subsection (f), a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§ 11500, et seq. The notice shall include a post card or other form entitled "Notice of Defense" which, when signed, will acknowledge service of the accusation and constitute notice of defense under Government Code § 11506.

iii. The accusation shall include or be accompanied by a statement to the respondent (firefighter) stating that the respondent may request a hearing by filing a notice of defense as provided in Government Code § 11506 within 15 days after service of the accusation, and that failure to do so will constitute a waiver of respondent's right to a hearing. The statement to respondent should be prepared in conformity with the

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1 The Los Angeles County Civil Service Commission and the El Segundo City Council shall be referred to collectively in these rules as "Commission/ City Council" inasmuch as the same procedures apply to each. Which body conducts the hearing will depend upon the punitive action being appealed.
requirements of Government Code § 11505.

iv. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter with the notice of discipline.

b. Request for Appeal Hearing - A firefighter seeking to appeal to the Commission/ City Council must file a timely Notice of Defense within 15 days after service of the accusation, in compliance with Government Code § 11506. Failure to file a timely Notice of Defense shall constitute a waiver of the respondent's right to a hearing, unless the City Manager (or designee) in his or her discretion nevertheless grants a hearing.

c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Commission (or its designee)/ City Council with the administrative law judge presiding at the hearing, pursuant to California Government Code section 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Commission/ City Council on matters of law. The Commission/ City Council shall exercise all other powers relating to the conduct of the hearing.

d. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Commission/ City Council, a hearing shall be conducted at the City of El Segundo City Hall at a time to be determined by the Commission/ City Council.

e. Notice of the Hearing – Notice of the hearing shall be provided to the parties at least 10 days prior to the date of the hearing and in a form consistent with Government Code § 11509.

f. The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the evidence.

g. The Commission/ City Council shall issue its decision pursuant to City of El Segundo Municipal Code Section 2.28.070. The decision of the Los
Angeles County Civil Service Commission, or the City Council, as the case may be, shall be in writing. Copies of the decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.

h. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, is final. The decisions and findings of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be subject to review of courts only, pursuant to Government Code § 11523.

3. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS NOT INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

Appeals from punitive actions other than suspensions for more than five workdays, demotion, or dismissal, shall be conducted in accordance with the appropriate procedures set forth in Rule 14 of the City of El Segundo Personnel Rules. The Los Angeles County Civil Service Commission shall have no jurisdiction over an appeal under this section. Nothing herein shall be interpreted to establish a property interest in any assignment.

In addition, pursuant to Government Code §§ 11425.10 and 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a dismissal, demotion, or suspension for more than five workdays. Examples of punitive actions subject to the informal hearing procedure, include, but are not limited to, written reprimands and non-disciplinary transfers resulting in a loss of compensation (e.g., non-disciplinary transfer out of a premium pay assignment). The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

a. Effective Date of Punitive Action – Pursuant to Government Code § 3254, subsection (f), punitive action other than a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

b. Notice of Appeal – Within five (5) work days of receipt by a firefighter of
notification of punitive action as set forth above in paragraph (1)(b), the firefighter shall notify the Fire Chief in writing of the firefighter’s intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and any substantive and procedural grounds for the appeal.

c. Presiding Officer — In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. If the Fire Chief cannot serve as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the City Manager or designee shall serve as the Presiding Officer. The Presiding Officer, or his or her designee, shall conduct the informal hearing in accordance with these procedures. The decision of the Presiding Officer shall be final and binding.

d. Burden of Proof- The Fire Department (“Department”) shall bear the burden of proof at the hearing.

i. If the punitive action involves charges of misconduct (i.e., allegations that the firefighter has violated one or more federal, state, or local laws, and/or City or Fire Department regulations, procedures, or policies), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that the punitive action was reasonable under the circumstances.

ii. If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The Department’s burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department’s burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.

e. Conduct of Hearing-
i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

ii. The parties may present opening statements.

iii. The parties may present evidence through documents and testimony.

   aa. Witnesses shall testify under oath.

   bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05 - 11450.50.

   cc. If the punitive action being appealed is a written reprimand and/or does not involve a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.

f. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

g. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.

h. Decision- The decision shall be in writing pursuant to Government
Code § 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing.

i. Judicial Review in Limited Circumstances - Where the cross-examination of witnesses was allowed during the informal hearing, either party may seek judicial review of the decision pursuant to Code of Civil Procedure § 1094.6. Where the cross-examination of witnesses was not allowed, neither party may seek judicial review of the decision; the Presiding Officer’s decision is final and binding, without further appeal or review.
## CITY OF EL SEGUNDO
### FIREFIGHTERS ASSOCIATION
Salary Schedule Effective 11/28/2015

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## EXHIBIT III

### CITY OF EL SEGUNDO

**FIREFIGHTERS' ASSOCIATION - FLAT RATE INCENTIVES**

**EFFECTIVE NOVEMBER 28, 2015**

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All above "F" Step due to time on job requirement

### RANGE | POSITION  | STEP  | FIRE UNITS 7.5 YRS | BA 10 YRS | LONG 6.5 LEV 1 | LONG 13 LEV 2 | LONG 19.5 LEV 3 | LONG 26 LEV 4 |
<table>
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### RANGE | POSITION  | STEP  | FIRE UNITS 7.5 YRS | BA 10 YRS | LONG 6.5 LEV 1 | LONG 13 LEV 2 | LONG 19.5 LEV 3 | LONG 26 LEV 4 | PM LEV 1 |
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<td>1,902.24</td>
<td>2,747.67</td>
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</tbody>
</table>

### RANGE | POSITION  | STEP  | FIRE UNITS 7.5 YRS | BA 10 YRS | LONG 6.5 LEV 1 | LONG 13 LEV 2 | LONG 19.5 LEV 3 | LONG 26 LEV 4 | PM LEV 1 |
<table>
<thead>
<tr>
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### FFA LONGEVITY

#### EXHIBIT IV

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*Note: Amounts above are monthly longevity rates.*

#### EMPLOYEES SCHEDULED FOR NEXT LONGEVITY LEVEL

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<td>Partlow, Bryan</td>
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<td>3/18/2020</td>
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<td>Name</td>
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<td>11/22/2018</td>
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<tr>
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<td>Zambrano, Jose</td>
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RESOLUTION NO.__________

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA AND THE EL SEGUNDO FIREFIGHTERS’ ASSOCIATION BARGAINING UNIT.

The City Council of the City of El Segundo does resolve as follows:

Section 1: Discussions which have taken place in the meet and confer process have resulted in a mutually agreeable Memorandum of Understanding between the City of El Segundo and this Bargaining Unit.

Section 2: Staff is authorized to implement all terms and conditions of the Memorandum of Understanding (entitled “agreement”) between the City of El Segundo and this Bargaining Unit on November 28, 2015. A copy of that agreement is attached as Exhibit “A” and is incorporated by reference.

Section 3: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City’s original resolutions, and make a minute of this adoption of the Resolution in the City Council’s records and the minutes of this meeting.

Section 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 1st day of December, 2015.

Suzanne Fuentes,
Mayor
CERTIFICATION

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES   )  SS
CITY OF EL SEGUNDO  )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 1st day of December, 2015, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _____ day of __________, 2015.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: _______________________
    Karl H. Berger
    Assistant City Attorney
RESOLUTION NO. ____________

A RESOLUTION ESTABLISHING A BASIC MONTHLY SALARY FOR THE JOB CLASSIFICATION OF FIRE PARAMEDIC

The City Council of the City of El Segundo does resolve as follows:

Section 1: The base monthly salary range for a Fire Paramedic is established as follows effective the pay period beginning November 28, 2015:

<table>
<thead>
<tr>
<th>Fire Paramedic Range 497</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
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<td>$8106.56</td>
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Section 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City’s resolutions; and make a minute of the adoption of the Resolution in the City Council’s records and the minutes of this meeting.

Section 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ___st day of ____December__, 2015.

__________________________
Suzanne Fuentes,
Mayor
CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS
CITY OF EL SEGUNDO )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 1st day of December, 2015, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _____ day of __________, 2015.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:

Karl H. Berger
Assistant City Attorney
CITY OF EL SEGUNDO

FIRE PARAMEDIC

DEFINITION

Under general supervision, fights fires; mitigates hazardous materials emergencies; performs medical, rescue work, other non-fire emergency response work; participates in fire prevention inspections, station maintenance, and training activities; performs the duties of a paramedic; performs related duties as required.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

1. Responds to fire calls and participates in fire extinguishment, ventilation, salvage, rescue, and other operations; operates various firefighting/control equipment such as pumps, hoses, ladders, and extinguishers; lays hose lines and directs water streams onto fires.

2. Provides emergency medical aid to individuals in need of such care; depending on qualifications, provides care consistent with standards and permitted procedures established for emergency medical treatment.

3. Inspects, cleans, services, drives and operates various firefighting equipment and apparatus; performs routine and preventative maintenance on equipment as necessary; assists in maintaining clean and orderly conditions in and about the fire station.

4. Attends and participates in special drills and other training activities; may perform duties of a Fire Engineer in a training or relief capacity.

5. Conducts inspections of public and commercial buildings for fire prevention and target hazard identification and review.

6. May participate in special projects, develop and/or conduct training, and perform work assignments while serving on various committees; responds as required when calling in from off-duty.

7. Responds to and may direct others at medical emergencies; treats and transports patients; administers lifesaving/support techniques and systems; communicates with medical personnel regarding patient and/or procedural status; prepares related reports; inspects and maintains specialized equipment and supplies related to paramedic activity.

QUALIFICATION GUIDELINES

Education and/or Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance. Example combinations include graduation from high school or equivalent.

Knowledge, Skills, and Abilities

Working knowledge of fire safety laws and ordinances; basic fire prevention and suppression techniques and practices. Ability to learn and apply firefighting principles and techniques; think and act quickly and efficiently in emergency situations; understand and apply mechanical and physical principles related to fire suppression; learn and apply fire code provisions and arson/fire investigation techniques; work effectively and cooperatively
with others; understand and follow verbal and written directions.

**Special Requirements**

**Successful completion of a California State Fire Marshal Certified Academy.**

Possession of or ability to obtain a valid California Class C driver’s license, and a satisfactory driving record.

Eighteen years of age.

Possession of a current EMT and CPR certification.

Possession of a State Firefighter I certificate

Must possess a current license as a paramedic with the State of California at the time of appointment, including Los Angeles County Paramedic accreditation.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: December 1, 2015
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to receive and file this report regarding and adopt a Resolution in support of the Energy Efficiency section of the City’s future Climate Action Plan (CAP), which was developed by the South Bay Cities Council of Governments (SBCOG) for El Segundo. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Receive and file City this report regarding the Energy Efficiency section of the City’s future Climate Action Plan (CAP).
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Resolution
Energy Efficiency Strategies Tables

FISCAL IMPACT: None

Amount Budgeted: $0
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Julie Hegvold, Management Analyst
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Assembly Bill 32 (AB32), the Global Warming Solutions Act was passed by the California State Legislature in 2006. It requires the California Air Resources Board (ARB) to develop a plan to help California reduce its green house gas (GHG) emissions back to 1990 levels by 2020. This represents an approximately 15% reduction over “business as usual.” The ARB plan focuses on six (6) main areas, which include:

1. Energy Efficiency
2. Transportation, land use, fuels and infrastructure
3. Water
4. Agriculture
5. Natural and working lands
6. Waste
To help facilitate GHG emissions reductions for municipalities, the South Bay Cities Council of Governments (SBCCOG) received funding from Southern California Edison and the Southern California Gas Company to develop the Energy Efficiency section of the Climate Action Plan for each city in the south bay region. While the SBCCOG has been working on climate action planning since 2008, it has only recently received grant funding to develop city-specific plans for the energy efficiency section (#1 above) of the master Climate Action Plan (CAP).

For more than one year, staff has been working closely with the SBCCOG to identify both municipal and community strategies that will help achieve the energy emissions reduction target, using 2005 set as the baseline for calculating the 15% business-as-usual reductions. Specifically, the report identifies energy efficiency measures El Segundo can implement to reduce its own GHG emissions, as well as programs/strategies the City can take to engage the community in reducing GHGs:

**City Actions**
- Education and outreach to the community (increase awareness)
- Energy use in city facilities
- Energy use in infrastructure
- Energy efficiency policies (municipal and community-wide)

**Community Actions**
- Home energy evaluations and renovations
- Promotion of energy efficiency in new developments
- Non-residential energy efficiency audits
- Overall community anticipation in energy efficiency programs

Additionally, the SBCCOG will receive additional funding to assist the City in supplementing this Energy Efficiency strategy document with a more comprehensive master Climate Action Plan once the Energy Efficiency sections are adopted by City Councils. The master CAP will calculate and document the entire spectrum of actual emissions data generated by municipal operations and community sources. Examples of municipal GHG emission sources may include assessing: 1) the City’s fleet, make and model, age and annual mileage to determine specific GHG gas output, 2) the commuting habits and working hours of employees to estimate commuter GHG output, and 3) building hours of operations to estimate energy consumption used in city facilities. Development of the full spectrum CAP is currently in progress and is expected to be completed by the end of 2016. The CAP will help El Segundo in its effort to achieve the recommendations called for in AB32, and it will serve as a guide for future sustainability policies, implementation efforts and funding.

Staff recommends that City Council receive and file this report and adopt the attached resolution in support of the Energy Efficiency section of the City’s future Climate Action Plan.
RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL, OF EL SEGUNDO, CALIFORNIA, APPROVING THE ENERGY EFFICIENCY SECTION OF THE CITY’S CLIMATE ACTION PLAN

WHEREAS, El Segundo is committed to excellence and leadership in the community; and

WHEREAS, El Segundo is aware of the economic, environmental, and societal benefits of taking a lead role in the implementation of energy efficiency and reduction of greenhouse gas emissions; and

WHEREAS, El Segundo has voluntarily agreed to reduce greenhouse gas (GHG) emissions to help the State of California meet its goal to reduce GHG emissions 15% below 2005 levels by 2020, as stated in Assembly Bill 32; and

WHEREAS, energy efficiency and state reduction measures included within the Energy Efficiency section of the Climate Action Plan will help reduce El Segundo’s adjusted business as usual GHG emissions 15% below 2005 levels by 2020; and

WHEREAS, funding from Southern California Edison and Southern California Gas Company has enabled the South Bay Cities Council of Governments to develop GHG inventories and an Energy Efficiencies section of the CAP for El Segundo.

WHEREAS, City Council is aware that the Energy Efficiency section is an early chapter of the master Climate Action Plan, which will be considered for adoption at a later time; and

WHEREAS, El Segundo decides to lead by example through the incorporation of measures that increase energy efficiency and reduce GHG emissions.

NOW, THEREFORE BE IT RESOLVED by the City Council of El Segundo, California that:

1. The City Council commits to improving energy efficiency and reducing greenhouse gas emissions in municipal operations and the El Segundo community.

2. The City Council directs key staff to evaluate recommendations of the 2015 Energy Efficiency section of the Climate Action Plan in order to increase participation in existing programs, develop new programs, and participate in subregional programs that improve energy efficiency and reduce greenhouse gas emissions.

3. The City Council will consider measures that reduce energy consumption and greenhouse gas emissions in municipal facilities and operations, to include measures that:

   a. Provide education, outreach, and planning efforts that increase energy efficiency,
   b. Increase energy efficiency in municipal buildings,
c. Increase energy efficiency in community buildings and infrastructure, and
   d. Reduce energy consumption in the long term.

4. The City Council continues to support efforts to promote energy efficiency in the El Segundo community, to include measures that increase energy efficiency in:
   a. Existing residential buildings,
   b. New residential development,
   c. Existing commercial buildings,
   d. New commercial development,
   e. Water efficiency, and
   f. Decrease energy use by reducing the urban heat island effect.

PASSED, APPROVED AND ADOPTED this 1st day of December, 2015.

ATTEST:

__________________________
Tracy Weaver, City Clerk

__________________________
Suzanne Fuentes, Mayor

APPROVED AS TO FORM:

__________________________
Mark Hensley, City Attorney
# MUNICIPAL MEASURES

## City of El Segundo Municipal Energy Reduction Measures

<table>
<thead>
<tr>
<th>Goal/Measure</th>
<th>Action</th>
<th>Notes/Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Goal 1: Participate in Education, Outreach, and Planning for Energy Efficiency</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Measure 1.1</strong></td>
<td>Increase Energy Savings through the SCE Energy Leader Partnership</td>
<td>Gold Level</td>
</tr>
<tr>
<td><strong>Goal 2: Increase Energy Efficiency in Municipal Buildings</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Measure 2.1</strong></td>
<td>Conduct Municipal Building Energy Audit</td>
<td>Completed an integrated Demand Side Management audit at all eligible facilities greater than 200kW in 2010.</td>
</tr>
<tr>
<td><strong>Measure 2.2</strong></td>
<td>Require Green Building Certification</td>
<td>According to the Environmental Work/Action Plan, the City adopted a green building rating system standard that applies to all municipal buildings, both new and retrofitted. The City planned to green retrofit 3% of the municipal buildings by 2015.</td>
</tr>
<tr>
<td><strong>Measure 2.3</strong></td>
<td>Implement Water Leak Detection Program</td>
<td>In 2014, the City participated in the Water Leak Detection Program; however, no leaks were detected.</td>
</tr>
<tr>
<td><strong>Measure 2.4</strong></td>
<td>Participate in Demand Response Programs</td>
<td>Implemented/in progress</td>
</tr>
<tr>
<td><strong>Measure 2.5</strong></td>
<td>Participate in Direct Install Program</td>
<td>Did not participate in 2014. Interested in the future if the program is offered again.</td>
</tr>
<tr>
<td><strong>Measure 2.6</strong></td>
<td>Adopt a Procurement Policy for Energy Efficient Equipment</td>
<td>Not adopted by council. Procurement policies can reduce government facility energy costs by about 5–10 percent (EBN, 2002). Since the city has already significantly reduced its energy consumption through other measures, it is assumed that the reduction potential of the procurement policy would be closer to 5%.</td>
</tr>
<tr>
<td><strong>Measure 2.7</strong></td>
<td>Install Cool Roofs</td>
<td>Require for new buildings. Retrofits based on budget and feasibility. Replacing a 1,000 sq. ft. dark roof with a cool roof can reduce approximately 10 MT CO2e.</td>
</tr>
<tr>
<td><strong>Measure 2.8</strong></td>
<td>Increase Recycled Water Use</td>
<td>Interested. 50% of the water used by the City is recycled water. Approximately 1,873 kWh can be saved for every acre foot (AF) of water use replaced by recycled water.</td>
</tr>
<tr>
<td><strong>Measure 2.9</strong></td>
<td>Retrofit HVAC Equipment &amp; Water Pumps</td>
<td>Potential future projects.</td>
</tr>
<tr>
<td><strong>Measure 2.10</strong></td>
<td>Track Additional Energy Savings</td>
<td>2014 data provided by SBCCOE (excludes Direct Install).</td>
</tr>
<tr>
<td><strong>Measure 2.11</strong></td>
<td>Utilize an Energy Management System</td>
<td>Already in place. COG supported.</td>
</tr>
<tr>
<td><strong>Goal 3: Increase Energy Efficiency in City Infrastructure</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Measure 3.1</strong></td>
<td>Retrofit Traffic Signals and Outdoor Lighting</td>
<td>Potential future projects.</td>
</tr>
<tr>
<td><strong>Measure 3.2</strong></td>
<td>Upgrade or Incorporate Water-Conserving Landscape</td>
<td>In 2009, the City adopted a water conservation landscaping ordinance (No. 1437). The City can save approximately 2-acre feet (AF) of water per acre of turf lawn converted. The City plans to convert 1,000 square feet (0.02 acres) of turf lawn in front of the Joslin Center into drought tolerant landscaping. This landscaping is currently watered with recycled water.</td>
</tr>
<tr>
<td><strong>Measure 3.3</strong></td>
<td>Plant Trees for Shade and Carbon Sequestration</td>
<td>During the annual Arbor Day event, the City plants approximately 50 trees. The average mature tree can save an average of 170 kWh and absorb as much as 48 lbs. of CO2 per year.</td>
</tr>
</tbody>
</table>

**Total** 471.55 898.11 2,822.62
MUNICIPAL MEASURES

FIGURE 1: State and Local Reductions Comparison with Targets
City of El Segundo, 2005 - 2035

State measures and reduction goals are from the City of El Segundo GHG Inventory, Forecasting and Target-Setting Report for an Energy Efficiency Climate Action Plan, 2015. Local energy reductions are based on City's feedback on measures selection. City of El Segundo will meet their reduction goals in 2020 and 2035 with the help of both state and local reduction measures.
MUNICIPAL MEASURES

City of El Segundo Municipal 2020 ABAU Inventory

*Adjusted Business As Usual
AGENDA DESCRIPTION:

Consideration and possible action regarding Council consensus to cancel the January 5, 2016 City Council Meeting.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Approve cancellation of the January 5, 2016 City Council Meeting;
2. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: None

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
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</tr>
<tr>
<td>Account Number(s):</td>
<td>N/A</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Tracy Weaver, City Clerk

REVIEWED BY:

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The first regular 2016 City Council meeting is scheduled for Tuesday, January 5, 2016. Because City Hall will be closed for certain established holidays and because of the additional meeting workload and scheduled travel plans, it would be difficult to meet legal noticing requirements and to properly prepare for the meeting.

Traditionally, the first City Council meeting of the new year has been cancelled and therefore staff recommends that Council consider cancelling the January 5, 2016 meeting.