AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet are available for public inspection in the City Clerk’s office during normal business hours. Such Documents may also be posted on the City’s website at www.elsegundo.org and additional copies will be available at the City Council meeting.

Unless otherwise noted in the Agenda, the Public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portions of the Meeting. Additionally, the Public can comment on any Public Hearing item on the Agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager’s Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, FEBRUARY 21, 2017 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.
SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d)(1): -0- matters

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -2- matters.

1. Exotic Reef vs. City of El Segundo, LASC Case No. BC612264
2. Karsten vs. City of El Segundo, LASC Case No. BC617434


DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -2- matters

1. Public Employee Performance Evaluation
   Title: City Manager

2. Public Employee Performance Evaluation
   Title: City Attorney

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957): -0- matter

PUBLIC EMPLOYMENT (Gov’t Code § 54957) -0- matter
CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -4-matters

1. Employee Organizations: Police Management Association; Police Support Services Employees Association; Supervisory, Professional Employees Association; and City Employee Association.

Agency Designated Representative: Steve Filarsky and City Manager, Greg Carpenter

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0-matters
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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, FEBRUARY 21, 2017 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Lee Carlile, United Methodist Church

PLEDGE OF ALLEGIANCE – Council Member Pirsztuk
PRESENTATIONS

a) Presentation – Battle of the Badges Basketball game winners.

ROLL CALL

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CITY COUNCIL COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

1. Consideration and possible action to receive and file an informational report from the Centennial Celebration Committee.
   (Fiscal Impact: $0)

   Recommendation – 1) Receive and file verbal report; 2) Alternatively, discuss and take other possible action related to this item.

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.
2. Warrant Numbers 3015091 through 3015272 on Register No. 9 in the total amount of $852,658.19 and Wire Transfers from 1/30/17 through 2/12/17 in the total amount of $3,342,176.84.

Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


Recommendation – Approval

4. Consideration and possible action to authorize the Police Department to incrementally replace (8) 2011 Ford Crown Victoria police vehicles which are due for replacement by purchasing eight (8) new 2017 Ford Explorer Police Interceptor vehicles under an existing contract from National Auto Fleet Group before May 2017. The City’s purchase would “piggy-back” on an existing National Joint Powers Alliance (NJPA) master vehicle contract #102811. Authorize the City Manager or designee to repurpose, sell or auction the department’s used patrol fleet.

(Fiscal Impact: $420,677)

Recommendation – 1) Authorize the Police Department to incrementally replace (8) 2011 Ford Crown Victorias which are due for replacement with (8) new 2017 Ford Explorer Police Interceptors; 2) Pursuant to El Segundo Municipal Code 1-7-10, authorize the City Manager to issue a purchase order piggybacking on an existing NJPA master vehicle contract to purchase and equip eight (8) new 2017 Ford Explorer Police Interceptor vehicles in an amount not to exceed $420,677; 3) Authorize the City Manager or designee to repurpose, sell or auction the department’s used patrol fleet; 4) As authorized by Council on October 4, 2016, utilize up to $46,800 to cover an estimated funding shortfall; 5) Alternatively, discuss and take other possible action related to this item.

5. Consideration and possible action regarding authorization for the City Manager to enter into a three-year agreement with Insight, as approved to form by the City Attorney, to provide Microsoft software support and upgrades in an amount not to exceed $225,987 (3 Years of $75,329.00 per year).

(Fiscal Impact: $75,329.00)

Recommendation – 1) Authorize the City Manager to enter into a three-year service, maintenance and upgrade agreement, as approved to from by the City Attorney, with Insight in an amount not to exceed $225,987.00; 2) Alternatively, discuss and take other possible action related to this item.
6. Consideration and possible action to adopt an Ordinance amending Title 8 of the El Segundo Municipal Code to regulate parking of oversized vehicles, recreational vehicles, and trailers; establish a registration/permit process; and prohibit the placement of electrical cords, cables and similar items between such vehicles and nearby property.  
(Fiscal Impact: Not to exceed $4,000.00)
Recommendation – 1) Waive second reading and adopt Ordinance No. 1523 amending Title 8 of the El Segundo Municipal Code; 2) Alternatively, discuss and take other possible action related to this item.

7. Consideration and possible action regarding step placement for a newly promoted employee to the Management/Confidential class of Information Systems Manager.  
(Fiscal Impact: $3,325.00)
Recommendation – 1) Approve the recommended step placement within the Information Systems Manager salary range; 2) Alternatively, discuss and take other possible action related to this item.

8. Consideration and possible action to introduce an ordinance reauthorizing Ordinance No. 1418 regarding the Public, Educational, and Governmental (PEG) access support fee concerning State Video Franchise agreements.  
(Fiscal Impact: $0)
Recommendation – 1) Introduce for First Reading of Ordinance to reauthorize Ordinance 1418 and the PEG fee; 2) Alternatively, discuss and take other possible action related to this item.

9. Consideration and possible action regarding approval of Environmental Assessment No. EA-1064 and Zone Text Amendment No. ZTA 14-01 to amend the development standards regarding two-story homes and second story additions in the City’s R-1, single-family residential zone; create new definitions and amend certain existing definitions contained in the El Segundo Municipal Code; and amend the parking requirements for single-family residences.  
(Fiscal Impact: None with this action)
The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code Regulations § 15301 as a Class 1 (existing facilities), § 15303 as a Class 3 (new construction or conversion of small structures), and § 15304 as a Class 4 (minor alteration to land) categorical exemptions.
Recommendation – 1) Waive second reading and adopt Ordinance No. 1547 for Environmental Assessment No. EA-1064 and Zone Text Amendment No. ZTA 14-01; 2) Alternatively, discuss and take other possible action related to this item.
10. Consideration and possible action to award a standard Public Works Professional Services Agreement to RTI Consulting, Inc. for On-Call Construction Management/Owner's Representation Services for the El Segundo Aquatics Center at Wiseburn High School, Project No. RFP PW 17-01.
   (Fiscal Impact: $70,000.00)
   Recommendation – 1) Authorize the City Manager to execute a standard Public Works Professional Services Agreement in a form approved by the City Attorney with RTI Consulting, Inc. in the amount of $62,400.00 and authorize an additional $7,600.00 for construction related contingencies; 2) Alternatively, discuss and take other possible action related to this item.

11. Consideration and possible action regarding adoption of a Resolution setting forth salary and benefits for the class of Police Officer Trainee.
   (Fiscal Impact: $0)
   Recommendation – 1) Adopt the resolution for Police Officer Trainee salary and benefits; 2) Alternatively, discuss and take other possible action related to this item.

F. NEW BUSINESS

12. Consideration and possible action regarding 1) approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Officers' Association; 2) adoption of a Resolution for CalPERS Employer Paid Member Contributions (EPMC) for the Police Officers' Association to increase the employee PERS Member Share; 3) adoption of a Resolution updating the employer's contribution under the Public Employees' Medical and Hospital Care Act for the El Segundo Police Officers' Association.
   (Fiscal Impact: $FY2016-17 -$246,100.00)
   Recommendation – 1) Approve the agreement; 2) Adopt the Resolution approving the Memorandum of Understanding; 3) Adopt the Resolution for the Employer Paid Member Contribution of POA; 4) Adopt the Resolution updating the Employer's monthly medical contribution for POA; 5) Alternatively, discuss and take other possible action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY
I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann –

Council Member Pirsztuk –

Council Member Dugan –

Mayor Pro Tem Boyles –

Mayor Fuentes –

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MEMORIALS –

CLOSED SESSION

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REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)
ADJOURNMENT

POSTED: 2/16/2017

DATE:

TIME: 8:30AM

NAME: Tracy Weaver
Presentation

Battle of the Badges Winners
AGENDA DESCRIPTION:
Receive and file an informational report from the Centennial Celebration Committee.
(Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:
1. Receive and file verbal report; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: None
- Amount Budgeted: $0
- Additional Appropriation: N/A
- Account Number(s): N/A

STRATEGIC PLAN: N/A

ORIGINATED BY: Meredith Petit, Director of Recreation and Parks
REVIEWED BY: Meredith Petit, Director of Recreation and Parks
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The Centennial Celebration Committee is comprised of members of the community, including business representatives, elected officials, residents, and City staff. Through sponsorships and donations, the committee continues to plan events and activities to commemorate the City’s Centennial throughout 2017. The Committee will present information regarding their planning activities and upcoming festivities.
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<td>State Gas Tax Fund</td>
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<td>Associated Recreation Activities Fund</td>
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<td>Outside Services Trust</td>
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**Total Warrants:** $ 552,656.19

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**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 payments for materials, supplies and services in support of City Operations.

For Ratification:

- **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 expense reimbursements, 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:**

**DATE:** 2-14-17

**CITY MANAGER:**

**DATE:** 2-14-17

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**VOID CHECKS DUE TO ALIGNMENT:**

**VOID CHECKS DUE TO INCORRECT CHECK DATE:**

**VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:**

**NOTES:**

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**Signatures:**

- **City Manager:** [Signature]
- **Finance Director:** [Signature]
# CITY OF EL SEGUNDO
## PAYMENTS BY WIRE TRANSFER
### 1/30/17 THROUGH 2/12/17

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<th>Payee</th>
<th>Amount</th>
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<td>Health Reimbursement checks issued</td>
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**DATE OF RATIFICATION: 2/9/17**

TOTAL PAYMENTS BY WIRE: 3,342,176.84

Certified as to the accuracy of the wire transfers by:

**Deputy City Treasurer II**

Date: 2/9/17

**Director of Finance**

Date: 2/14/17

**City Manager**

Date: 2/14/17

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JANUARY 17, 2017 – 4:00 P.M.

Committees Commissions and Boards - Interview of Candidates
(Ran simultaneously with the regular scheduled 5pm City Council Meeting)

CALL TO ORDER – 4:00 PM

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Boyles - Present
Council Member Dugan - Present
Council Member Brann - Present
Council Member Pirsztuk - Present

PUBLIC COMMUNICATIONS - (Related to City Business Only - 5 minute limit per person, 30 minute limit total). None

SPECIAL MATTERS: -1- matter

Consideration and possible action to interview candidates for the Arts and Culture Advisory Committee.
(Fiscal Impact: None)

Interviewed Candidates

Council appointed Delores Mc Allister and Jay Beynon to the Arts and Culture Advisory Committee. The appointments will be announced at the February 7, 2017 City Council Meeting.

ADJOURNMENT at 5:50 PM

____________________
Tracy Weaver, City Clerk
MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JANUARY 17, 2017 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 5:00 PM
(Ran congruently with 4:00 PM Special Meeting – Committees, Commissions and Boards Interviews)

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Boyles - Present
Council Member Dugan - Present
Council Member Brann - Present
Council Member Pirsztuk - Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) None

SPECIAL ORDER OF BUSINESS:

Mayor Fuentes announced that Council would be meeting in closed session pursuant to the items listed on the Agenda.

CLOSED SESSION:

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d)(1): -0- matters

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -0-matters.


DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -0- matters
APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957): -0- matter

PUBLIC EMPLOYMENT (Gov't Code § 54957) -0- matter

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -8- matters

1. Employee Organizations: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory, Professional Employees Association; City Employee Association and Executive and Management/Confidential Employees.

   Agency Designated Representative: Steve Filarsky and City Manager, Greg Carpenter

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters

Adjourned at 6:50 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, JANUARY 17, 2017 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 7:00 PM

INVOCATION – Tracy Weaver, City Clerk

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Boyles

PRESENTATIONS

a) Proclamation read by Mayor Fuentes, presented to Greg Carpenter, City Manager proclaiming 2017 as the year of the Centennial Celebration for El Segundo.

b) Commendation read by Mayor Fuentes, presented to El Segundo Police Cadet’s, Nicole Reppucci and Sergio Tangari.

c) Presentation by El Segundo Police Chief Tavera, introducing the Department’s recent Academy Graduate, Reis Boloran.

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Boyles - Present
Council Member Dugan - Present
Council Member Brann - Present
Council Member Pirsztuk - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Scott Houston, Director at West Basin Municipal Water Board, District 4, presented the yearly calendar for the Metropolitan Water District of Southern California. The calendar featured El Segundo student, Nayeli Soon’s winning picture on the front of the calendar. Richard Lundquist, Continental Development Corporation President and South Bay Sports Health and Recreation founder, congratulated the City on its Centennial Celebration by donating a $1,000,000.00 to the South Bay Sports, Health and Recreation organization for the proposed Aquatics Center.

CITY COUNCIL COMMENTS – (Related to Public Communications)

Council thanked Mr. Lundquist for his generous donation to the South Bay Sports, Health and Recreation organization.
A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

MOTION by Mayor Pro Tem Boyles, SECONDED by Council Member Dugan to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action regarding Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01 regarding the proposed conversion of an existing single lane restaurant drive-thru to a double lane drive-thru at 101 South Sepulveda Boulevard in the Heavy Industrial (M-2) Zone. Applicant: McDonald’s Corporation. The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 which identifies the project as a Class 1 exemption (Existing Facilities) and § 15304 as a Class 4 categorical exemption (Minor Alterations to Land) (Fiscal Impact: N/A)

Mayor Fuentes stated this was the time and place to conduct a Public Hearing and receive public testimony regarding Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01 regarding the proposed conversion of an existing single lane restaurant drive-thru to a double lane drive-thru at 101 South Sepulveda Boulevard in the Heavy Industrial (M-2) Zone.

Clerk Weaver stated that proper notice had been given in a timely manner and that no written communication had been received in the City Clerk’s office.

Sam Lee, Planning and Building Safety Director, gave a report and answered questions.

No public comments

MOTION by Council Member Dugan, SECONDED by Council Member Brann to close the hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Council Discussion

Mark Hensley, City Attorney, read by title only:

RESOLUTION NO. 5017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA, APPROVING ENVIRONMENTAL ASSESSMENT NO. EA-1158 AND
ADOPTING PRECISE PLAN AMENDMENT NO. PPA 16-01 TO AMEND PRECISED PLAN 71-2 AND 71-3 TO ALLOW A DOUBLE LANE DRIVE-THROUGH AT 101 SOUTH SEPULVEDA BOULEVARD IN THE HEAVY INDUSTRIAL (M-2) ZONE. PETITIONED BY MCDONALD’S CORPORATION

MOTION by Council Member Dugan, SECONDED by Mayor Pro Tem Boyles adopting Resolution No. 5017. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

C. UNFINISHED BUSINESS

2. Consideration and possible action to review and provide additional direction of the three-year strategic plan (FY 2016-17 through FY 2018-19).
   (Fiscal Impact: $0)

   Greg Carpenter, City Manager, introduced the item.

   Joseph Lillio, Finance Director, gave a presentation

   Council Discussion

   Council consensus to provide monthly department reports versus quarterly department reports. The item will be brought back for approval at the next City Council meeting.

3. Consideration and possible action related to the design and construction of the new Aquatics Center at Wiseburn High School.
   (Fiscal Impact: $0)

   Greg Carpenter, City Manager, introduced the item.

   Ken Berkman, Interim Public Works Director, gave a report.

   Council Discussion

   MOTION by Council Member Pirsztuk, SECONDED by Mayor Pro Tem Boyles to proceed with the Aquatics Center at Wiseburn High School project as designed. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

4. Consideration and possible action to increase the Technology Committee from five (5) to seven (7) members, and adopt a resolution, formally establishing the Technology Committee and adopting the Technology Committee Bylaws.
   (Fiscal Impact: $0)

   Greg Carpenter, City Manager, introduced the item.
Brian Evanski, El Segundo Police Captain, gave a report.

Council Discussion

MOTION by Council Member Brann, SECONDED by Council Member Pirsztuk authorizing the Technology Committee to increase their members from five (5) to seven (7) members. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Boyles to adopt Resolution No. 5018. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

5. Approve Warrant Numbers 3014344 through 3014593 on Register No. 6 in the total amount of $795,448.98 and Wire Transfers from 12/12/16 through 12/25/16 in the total amount of $2,987,398.36 and Warrant Numbers 3014594 through 3014762 on Register No. 7 in the total amount of $731,444.83 and Wire Transfers from 12/26/16 through 1/8/17 in the total amount of $1,444,667.76 Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


7. Adopt Resolution No. 5019 approving the City of El Segundo Coyote Management Plan, which provides guidelines for City staff in dealing with coyotes with an emphasis on education and hazing.
   (Fiscal Impact: N/A)

8. Approve the acceptance of grant funding from the U.S. Department of Homeland Security, through the Office of Grants and Training, under Fiscal Year 2015 State Homeland Security Grant Program (SHSGP) to procure necessary Urban Search and Rescue (USAR) equipment and authorize the City Manager to sign an Agreement No. 5269 with the County of Los Angeles who will serve as the grant administrator for the grant.
   (Fiscal Impact: $3,440.00)

9. Authorize the City Manager to execute a 1-year License Agreement No. 5270 with Jaguar Tennis Academy in a form approved by the City Attorney to operate tennis programs at Recreation Park.
   (Fiscal Impact: None)
10. Authorize the City Manager to execute an agreement relating to the First Amendment to Development Agreement No. 5200 and 5200A, in a form approved by the City Attorney’s office, relating to the 540 East Imperial Avenue project and direct the City Clerk’s office to record the agreement in the County Recorder’s office.
   (Fiscal Impact: None with this action)

11. Second reading by title only and approve the adoption of Ordinance No. 1546, amending El Segundo Municipal Code § 1-6-3, § 1-6-4, and § 1-6-5 Regarding City Departments, Exclusions from Civil Service, and Department Heads.
   (Fiscal Impact: N/A)

12. PULLED BY STAFF FOR PRESENTATION

MOTION by Mayor Pro Tem Boyles, SECONDED by Council Member Brann to approve Consent Agenda items 5, 6, 7, 8, 9, 10 and 11. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

PULLED ITEM:

12. Consideration and possible action regarding 1) Adoption of a Resolution establishing the basic monthly salary range for Information Systems Director.
   (Fiscal Impact: $225,700.00)

Greg Carpenter, City Manager, reported on the item.

Council Discussion

Council consensus to bring item back at a later date with additional information that focuses on head count, span of control and total compensation.

F. NEW BUSINESS

13. Report back from El Segundo Police Chief Tavera on commercial parking issues in the 1300 block of East Grand Avenue.
   (Fiscal Impact: $)

Greg Carpenter, City Manager, introduced the item.

El Segundo Police Chief, Mitch Tavera, gave a report.

Council Discussion

Receive and file report
14. Consideration and possible action to receive and file an informational report regarding Transient Occupancy Tax (T.O.T.) Compliance Audit to be conducted by the City beginning February 2017.  
(Fiscal Impact: undetermined - possible uncollected revenue findings)

Greg Carpenter, City Manager, introduced the item.

Joseph Lillio, Finance Director and Julianna Demers, Revenue Manager, reported and answered Council questions.

Council Discussion

Receive and file report

15. Adopt Resolution No. 5020, authorizing the Mayor to sign a temporary employment Agreement No. 5271 with Martha Dijkstra, former Human Resources Director, in conformance with California Public Employees Retirement System and state law requirements providing for Ms. Dijkstra to provide specialized duties related to labor negotiations.  
(Fiscal Impact: $8,000.00)

Greg Carpenter, City Manager, introduced and reported on the item.

Mark Hensely, City Attorney, reported on the item.

Council Discussion

MOTION by Council Member Dugan, SECONDED by Council Member Pirsztuk to adopt Resolution No. 5020 authorizing the Mayor to sign a temporary employment agreement no. 5271 with Martha Dijkstra. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

G. REPORTS – CITY MANAGER – Thanked staff for all their work on the upcoming Centennial Events. Chief Tavera gave a report on 2016 crime statistics for the City of El Segundo.

H. REPORTS – CITY ATTORNEY – Happy New Year to all and mentioned the Attorney’s Office will busy this coming year with various items, especially Top Golf.

I. REPORTS – CITY CLERK - None

J. REPORTS – CITY TREASURER – Not present

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann – Happy Birthday to El Segundo and Happy New Year to all.
Council Member Pirsztuk – Happy Birthday to Mayor Pro Tem Boyles and the City and mentioned the West Basin rain barrel program.

Council Member Dugan – None

Mayor Pro Tem Boyles – None

Mayor Fuentes – Happy Birthday to Mayor Pro Tem Boyles, reminded all to attend El Segundo’s Birthday bash on Wednesday, January 18, at Library Park. Attended the California League of Cities meeting, the L.A. County City Selection Committee meeting, Sgt. Glenn Del Mondo’s promotion ceremony, Vector Control meeting and the South Bay Cities Regional meeting. Proposed adding to the next Agenda, renaming a street, in recognition of former Mayor Carl Jacobson’s. Mentioned the upcoming Presidential Inauguration on Friday, January 20, 2017.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)

Jack Axelrod, resident, spoke on various items of concern.

MEMORIALS – None

ADJOURNMENT at 8:50 PM

Tracy Weaver, City Clerk
5:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 5:00 PM

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Boyles - Present
Council Member Dugan - Present
Council Member Brann - Present
Council Member Pirsztuk - Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) None

SPECIAL ORDER OF BUSINESS:

Mayor Fuentes announced that Council would be meeting in closed session pursuant to the items listed on the Agenda.

CLOSED SESSION:

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d)(1): -0- matters

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -0- matters.


DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -2- matters
1. Public Employee Performance Evaluation  
   Title: City Manager

2. Public Employee Performance Evaluation  
   Title: City Attorney

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957): -0- matter

PUBLIC EMPLOYMENT (Gov't Code § 54957) -0- matter

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -8- matters

1. Employee Organizations: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory, Professional Employees Association; City Employee Association and Executive and Management/Confidential Employees.

Agency Designated Representative: Steve Filarsky and City Manager, Greg Carpenter

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters

Adjourned at 6:50 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, FEBRUARY 7, 2017 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 7:04PM

INVOCATION – Pastor George Lopez, The Bridge

PLEDGE OF ALLEGIANCE – Council Member Dugan

PRESENTATIONS

a) Presentation by Mayor Fuentes to Chevron El Segundo Refinery, Continental Development Corporation and Mattel, Inc for their sponsorship of the Centennial Ball held on January 21, 2017.

b) Presentation read by Marsha Hansen, CEO/President of the El Segundo Chamber of Commerce, announcing the 2016 Holiday Parade Winners.

c) Proclamation read by Mayor Fuentes, proclaiming School Choice Week, January 22-28, 2017.

d) Presentation by Crista Binder, City Treasurer and Dino Marsocci, Deputy City Treasurer reporting on the Department’s Quarterly Investment Portfolio.

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Boyles - Present
Council Member Dugan - Present
Council Member Brann - Present
Council Member Pirsztuk - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Brandon Stancel, Assemblywoman Autumn Burke’s office, presented a Resolution congratulating the City of El Segundo on its Centennial and wishing the City a Happy Birthday.
Katherine Santos, Tree Musketeers, invited the City of El Segundo to the 30th Annual Arbor Day celebration on March, 11, 2017 from 9:30 am to 12:30 pm.
Brian Crowley, resident and treasurer of the South Bay Music Association, announced three upcoming concerts; South Bay Music Association, presents “Alliance Brass” at 6:30 PM on Monday, Feb. 13, 2017 at the El Segundo Preforming Arts Center, Beach Cities Swing Band and others will perform on Saturday, Feb. 25, 2017 at the El Segundo Performing Arts Center for the ESHS Band Fundraiser – Comedy Night and
on Saturday, March 25th the El Segundo Concert Band will present a concert honoring El Segundo’s Centennial.
Karl Jacobs, resident, thanked the Council for allowing the South Bay Coastliners to participate in the Holiday Parade and the Birthday Bash at Library Park. Mr. Jacobs invited the City to the musical, Beau Jest on February 18th and 19th, 2017 featuring the South Bay Coastliners and other performers. The event will be held at the James R. Armstrong Theatre in Torrance. Tickets are $25.00, visit their website at www.coastliners.org for more information.
Dr. Antonio Mendez, resident, commented on the Treasurer's report and asked for a clarification.

CITY COUNCIL COMMENTS – (Related to Public Communications)

Crista Binder, Treasurer, answered Mr. Antonio Mendez's question.

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

MOTION by Council Member Brann, SECONDED by Council Member Dugan to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

1. Consideration and possible action regarding approval of Environmental Assessment No. EA-1064 and Zone Text Amendment No. ZTA 14-01 to amend the development standards regarding two-story homes and second story additions in the City's R-1, single-family residential zone; create new definitions and amend certain existing definitions contained in the El Segundo Municipal Code; and amend the parking requirements for single-family residences. (Fiscal Impact: None with this action.)

Mayor Fuentes stated this was the time and place to conduct a Public Hearing and receive public testimony regarding approval of Environmental Assessment No. EA-1064 and Zone Text Amendment No. ZTA 14-01 to amend the development standards regarding two-story homes and second story additions in the City’s R-1, single-family residential zone; create new definitions and amend certain existing definitions contained in the El Segundo Municipal Code; and amend the parking requirements for single-family residences.

Clerk Weaver stated that proper notice had been given in a timely manner and that written communication had been received in the City Clerk's office.
Sam Lee, Planning and Building Safety Director and Gregg McClain, Planning Manager gave a presentation and answered questions.

Public Comment:
Brian Crowley, resident, is not in favor of the proposed amendments to the development standards regarding two-story homes and second story additions in the City's R-1, single-family residential zone.
Lindsey Brenden, resident, is in favor of the proposed amendments to the development standards regarding two-story homes and second story additions in the City’s R-1, single-family residential zone.
Craig Maples, resident and builder, is in favor of the proposed amendments to the development standards regarding two-story homes and second story additions in the City’s R-1, single-family residential zone.

MOTION by Council Member Dugan, SECONDED by Mayor Pro Tem Boyles to close the hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Council Discussion

Mark Hensley, City Attorney, read by title only:

ORDINANCE NO. 1547

AN ORDINANCE AMENDING TITLE 15 OF THE EL SEGUNDO MUNICIPAL CODE REGARDING REGULATIONS FOR PROPERTIES IN THE SINGLE-FAMILY RESIDENTIAL (R-1) ZONE, DEFINITIONS AND THE PARKING REQUIREMENTS FOR SINGLE-FAMILY RESIDENCES.

Mayor Pro Tem Boyles introduced the item. Second reading and adoption of the Ordinance is scheduled for February 21, 2017.

2. Consideration and possible action regarding Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01 regarding the proposed conversion of an existing single lane restaurant drive-thru to a double lane drive-thru at 101 South Sepulveda Boulevard in the Heavy Industrial (M-2) Zone. Applicant: McDonald’s Corporation. The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 which identifies the project as a Class 1 exemption (Existing Facilities) and § 15304 as a Class 4 categorical exemption (Minor Alterations to Land).
(Fiscal Impact: N/A)

Mayor Fuentes stated this was the time and place to conduct a Public Hearing and receive public testimony regarding Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01 regarding the proposed conversion of an existing single lane restaurant drive-thru to a double lane drive-thru at 101 South Sepulveda Boulevard in the Heavy Industrial (M-2) Zone. Applicant: McDonald’s Corporation. The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 which identifies the project as a Class 1 exemption (Existing Facilities) and § 15304 as a Class 4 categorical exemption (Minor Alterations to Land).
(Fiscal Impact: N/A)
Sepulveda Boulevard in the Heavy Industrial (M-2) Zone. Applicant: McDonald's Corporation.

Clerk Weaver stated that proper notice had been given in a timely manner and that no written communication had been received in the City Clerk's office.

Sam Lee, Planning and Building Safety Director, explained the first time the item was presented, it was not properly noticed, therefore the item was brought back for another vote.

Mayor Fuentes closed the public hearing.

Council Discussion

Mark Hensley, City Attorney, read by title only:

RESOLUTION NO. 5017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA, APPROVING ENVIRONMENTAL ASSESSMENT NO. EA-1158 AND ADOPTING PRECISE PLAN AMENDMENT NO. PPA 16-01 TO AMEND PRECISE PLAN 71-2 AND 71-3 TO ALLOW A DOUBLE LANE DRIVE-THROUGH AT 101 SOUTH SEPULVEDA BOULEVARD IN THE HEAVY INDUSTRIAL (M-2) ZONE. PETITIONED BY MCDONALD'S CORPORATION

MOTION by Council Member Brann, SECONDED by Council Member Dugan, approving Resolution No. 5017. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

C. UNFINISHED BUSINESS

3. Consideration and possible action to review and approve the three-year strategic plan (FY 2016-17 through FY 2018-19). (Fiscal Impact: $0)

Greg Carpenter, City Manager, introduced and reported on the item. Joe Lillio, Finance Director is currently attending a Finance Conference in Sacramento.

Council Discussion

MOTION by Council Member Brann, SECONDED by Council Member Pirsztuk, approving the three-year Strategic Plan (FY 2016-17 through FY 2018-19). MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Mayor Pro Tem Boyles left the dais due to conflict of interest on items 4 & 5.
4. Consideration and possible action to determine how to proceed with Paolucci Selling & Martin Communications Art ("PSM") and the City's business marketing program in light of the delayed decision from the Fair Political Practices Commission ("FPPC") regarding whether the City can continue to contract with PSM.
(Fiscal Impact: To be Determined)

Mark Hensley, City Attorney, introduced and reported on the item.

Al Keahi, EDAC Chair and Barbara Voss, Economic Development Manager commented on the item and answered Council's questions.

Council Discussion

MOTION by Council Member Dugan, SECONDED by Council Member Pirsztuk, authorizing the City Manager, in amount not to exceed $25,000, to procure business marketing services Agreement No. 5272 until a decision has been made regarding PSM or until a new business marketing consultant is under contract. MOTION PASSED BY VOICE VOTE. 3/1 YES: Dugan, Fuentes, Pirsztuk NO: Brann

5. Consideration and possible regarding introduction and first reading of an Ordinance amending Title 8 of the El Segundo Municipal Code to regulate parking of oversized vehicles, recreational vehicles, and trailers; establish a registration/permit process; and prohibit the placement of electrical cords, cables and similar items between such vehicles and nearby property.
(Fiscal Impact: Not to exceed $4,000.00)

Mayor Fuentes stated this was the time and place to conduct a Public Hearing and receive public testimony regarding introduction and first reading of an Ordinance amending Title 8 of the El Segundo Municipal Code to regulate parking of oversized vehicles, recreational vehicles, and trailers; establish a registration/permit process; and prohibit the placement of electrical cords, cables and similar items between such vehicles and nearby property.

Clerk Weaver stated that proper notice had been given in a timely manner and that written communication had been received in the City Clerk's office.

Bob Turnbull, El Segundo Police Department Captain, gave a presentation and answered questions.

Public Comments:
Silvia Lauterback, resident, commented on the item.
John Regan, resident, commented on the proposed amendments.
Bob Metcalf, resident, commented on the item and commended Officer Turnbull on a job well done on the sub committee.
Scott Layne, resident, commented on the item and asked questions concerning the proposed amendments. 
Ed Eccles, resident, commented on the item and made a few suggestions. Stated he was very impressed with the committee and their efforts. 
Matthew Boon, resident, commented on the item and is in favor of the proposed amendments. 
William Eyre, resident, commented on the item and had a few questions and suggestions. 
Ron Swanson, resident, commented on the item and is in favor of the proposed amendments. 
Stacee Long, resident, commented on the item and mentioned travel trailers.

MOTION by Council Member Dugan, SECONDED by Council Member Pirsztuk to close the hearing. MOTION PASSED BY VOICE VOTE. 4/0

Captain Turnbull answered questions raised during Public Comments.

Council Discussion

Mark Hensley, City Attorney, read by title only:

ORDINANCE NO. 1523

AN ORDINANCE AMENDING TITLE 8 OF THE EL SEGUNDO MUNICIPAL CODE TO CREATE OVERNIGHT PARKING LIMITS FOR OVERSIZED VEHICLES, RECREATIONAL VEHICLES AND TRAILERS, TO ESTABLISH A REGISTRATION AND PERMIT PROCESS AND TO PROHIBIT THE PLACEMENT OF ELECTRICAL CORDS, HOSES, CABLES OR OTHER SIMILAR ITEMS BETWEEN SUCH VEHICLES AND PROPERTIES.

Council Member Brann introduced the item. Second reading and adoption of the Ordinance is scheduled for February 21, 2017.

Recessed at 9:51 PM
Reconvened at 10:02 PM

Mayor Pro Tem Boyles returned to the dais.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

6. Consideration and possible action to receive and file the El Segundo Senior Housing Board Corporation (Park Vista) proposed annual budget for 2017. (Fiscal Impact: None to the General Fund)

Greg Carpenter, City Manager, introduced the item,
Neil Cadman, resident and Manager of Park Vista, gave a report.

MOTION by Council Member Pirsztuk, SECONDED by Council Member Dugan, approving the 2017 Park Vista Annual Budget. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

7. Consideration and possible action to announce the appointments to the Arts and Culture Advisory Committee.  
   (Fiscal Impact: None)

Mayor Fuentes announced Jay Beynon to a partial term expiring on June 30, 2019 and Dolores McAllister to a full term expiring on June 30, 2020 to the Arts and Culture Advisory Committee.

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

8. Approve Warrant Numbers 3014763 through 3015090 on Register No. 8 the total amount of $1,666,676.10 and Wire Transfers from 01/09/17 through 01/29/17 in the total amount of $3,159,843.65. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

9. Approve the Special Meeting (Strategic Planning Workshop 3) Minutes of November 7, 2016.

10. Authorize the City Manager to execute a standard Public Works Contract No. 5273 in a form approved by the City Attorney with Ayus and Co., Inc. in the amount of $52,550.00, and authorize an additional $5,255.00 for construction related contingencies and authorize to transfer $40,000 from account #301-400-8208-8706 (Seismic Early Warning System) to account #301-400-8201-8707 (Fire Department Upgrades) for the Fire Station 1 Men's Bathroom Improvement Project. Project No. PW 17-08.  
    (Fiscal Impact: $57,805)

11. Authorize the City Manager to execute a standard Public Works Contract No. 5274 in a form approved by the City Attorney with Ayus and Co., Inc. in the amount of $125,700.00 and authorize an additional $12,570.00 for construction related contingencies for the Fire Station 1 Kitchen Improvement Project. Project No. PW 17-06.  
    (Fiscal Impact: $138,270.00)
12. Accept as complete the Water Main Improvement Project on Center St., Walnut Ave. and Maple Ave. and authorize the City Clerk to file Notice of Completion in the County Recorder's office. Project No. PW16-02. (Fiscal Impact: $1,527,796.80)

13. Authorize the City Manager to execute a standard Public Works Contract No. 5275, in a form approved by the City Attorney, with Stephen Doreck Equipment Rentals, Inc., in the amount of $579,657.50 and approve an additional $86,948.63 for construction-related contingencies and authorize the City Manager to execute a standard Public Works Professional Services Agreement No. 5276 in a form as approved by the City Attorney with AKM Consulting Engineers in the amount of $73,780 for construction inspection and geotechnical (compaction) oversight and testing, and approve an additional $10,000 for related contingencies for the Water Main Improvement on Mariposa Avenue. Project No. PW17-03. (Fiscal Impact: $750,386.13)

14. Approve the installation of efficiency products from Southern California Edison’s Direct Install Program at the Library and Water Plant and authorize the City Manager to execute the Southern California Edison Direct Install Program Agreements No. 4941K and 4941L. (Fiscal Impact: $)

15. Approve the request for two new ABC Licenses (Type 21 for the sale of beer, wine and distilled spirits for off-site consumption and Type 86 for instructional tasting) within the existing Cost Plus World Market located at Plaza El Segundo at 720 South Sepulveda Boulevard in the Commercial Center (C-4) Zone. EA No. 1170 and AUP No. 16-13. Applicant: Cost Plus World Market c/o Jane Baughman. (Fiscal Impact: N/A)

16. Authorize the Police Department to purchase thirty-five (35) sets of Level III+ rifle body-armor protective plates with related carriers using Asset Forfeiture Funds. (Fiscal Impact: $37,075)

17. Approve the expansion of alcohol service to include instructional tasting of beer, wine and distilled spirits (Type 86 ABC License) at a grocery store at 500 North Sepulveda Boulevard, EA No. 1169, AUP No. 16-12. The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). Applicant: Ralphs Grocery Company. (Fiscal Impact: N/A)

18. Approve Examination Plan for Records Technician. (Fiscal Impact: N/A)
19. Approve the request for the expansion of alcohol service (Type 47 ABC License) for a new Kona Grill restaurant located at "The Atrium at Continental Park," at 2321 East Rosecrans Avenue, Suite 1225. Applicant: Kona Grill Inc.) (Fiscal Impact: N/A)

20. Authorize the City Manager to execute a standard Public Works Contract No. 5277 in a form approved by the City Attorney with Cinbad Industry Inc. in the amount of $34,680.00 and authorize an additional $3,468 for construction related contingencies for the Police Department Kitchen Remodel. Project No. PW 17-07. (Fiscal Impact: $38,148.00)

21. Receive and file an informational report on the Transient Occupancy Tax (T.O.T.) revenue to the City and the impact of Measure B. (Fiscal Impact: $0)

22. Authorize the City Manager to execute a standard Public Works Contract No. 5278 in a form approved by the City Attorney with Corral Construction & Development Inc. in the amount of $58,998.00 and authorize an additional $5,900.00 for construction related contingencies for construction of the Police Department Men’s Locker Room Improvements. Project No. PW 15-10. (Fiscal Impact: $64,898.00)

23. Authorize the City Manager to execute an Amendment No. 4438C to the Professional Services Agreement No. 4438 with NCM Engineering Corp. in a form approved by the City Attorney in the amount of $49,146.00, for preliminary roadway and railroad design work for the Park Place Extension Project. (Fiscal Impact: $0 to General Fund; Reimbursement Grant up to $735,000 and Property Owner Deposit of $150,000)

MOTION by Council Member Pirsztuk, SECONDED by Council Member Dugan to approve Consent Agenda items 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

24. Consideration and possible action to adopt a Resolution No. 5021 to implement the honorary memorialization of Lairport Street as Carl Jacobson Drive. (Fiscal Impact: None)

Greg Carpenter, City Manager, introduced and reported on the item.

Mayor Fuentes spoke on the item.

Council Discussion
MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Boyles, to adopt Resolution No. 5021, implementing the honorary memorialization of Lairport Street as “Carl Jacobson Drive” effective April 3, 2017. MOTION PASSED BY VOICE VOTE. 4/0 Council Member Dugan abstained.

25. Consideration and possible action to receive and file an informational report on the fiscal impact to the City from the change to the CalPERS discount rate. (Fiscal Impact: $0 for FY 2016-17)

Greg Carpenter, City Manager, introduced and reported on the item.

Council Discussion

Council consensus to receive and file the report regarding the reduction to the CalPERS discount rate and the resulting fiscal impact to the City.

26. Consideration and possible action to direct staff to carry out the necessary actions to change the name of Sepulveda Blvd. to Pacific Coast Highway in the City of El Segundo. (Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item.

Ken Berkman, Interim Director of Public Works, gave a report.

Council Discussion

Council consensus directed staff to update the original survey of businesses from 2014 and contact Government Affairs and ask this item be put on their agenda for discussion before a decision will be made concerning the name change of Sepulveda Blvd. to Pacific Coast Highway in the City of El Segundo.

G. REPORTS – CITY MANAGER – Introduced the new Human Resources Director, Lynn Lindberg.

H. REPORTS – CITY ATTORNEY – Gave an update on the second/accessory units, stating legislation was passed and signed by the Governor. This item will be brought up at a future Planning Commission meeting to consider.

I. REPORTS – CITY CLERK – Reported the VBM ballot box is available in the Clerk’s office until March 6, 2017. The election is Tuesday, March 7, 2017. Measure H is the only item concerning the City of El Segundo.

J. REPORTS – CITY TREASURER – Gave a report under Presentations.
K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann – None

Council Member Pirsztuk – Attended the Service Luncheon and thanked all in attendance and those who made it possible.

Council Member Dugan – None

Mayor Pro Tem Boyles – Commented on a conference attended in Sacramento.

Mayor Fuentes – Attended the Blimpie’s and Hampton Inn Ribbon Cutting Ceremonies, attended the El Segundo Chamber Government Affairs meeting, attended the FAA Metroplex hearing, testified before the Airport Land Use Committee, attended the COG Measure M Meeting, attended the Birthday Bash in Library Park and the Centennial Ball, attended EDAC meeting at WPromote, attended the Service Awards Luncheon at the Fire Station, was invited by Lt. General Greaves to attend an event for General Goldfein, Chief of Staff of the Air Force, attended the SCAG’s Earthquake Resilience workshop, and attended the South Bay Association of Chambers of Commerce (SBACC) – Base retention Sub Committee.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Jack Axelrod, resident, commented on various items of concern.

MEMORIALS – None

ADJOURNMENT at 10:44 PM

Tracy Weaver, City Clerk
AGENDA DESCRIPTION:
Consideration and possible action to authorize the Police Department to incrementally replace (8) 2011 Ford Crown Victoria police vehicles which are due for replacement by purchasing eight (8) new 2017 Ford Explorer Police Interceptors vehicles under an existing contract from National Auto Fleet Group before May 2017. The City’s purchase would “piggy-back” on an existing National Joint Powers Alliance (NJPA) master vehicle contract # 102811. Authorize the City Manager or designee to repurpose, sell or auction the department’s used patrol fleet. (Fiscal Impact: $420,677)

RECOMMENDED COUNCIL ACTION:
1. Authorize the Police Department to incrementally replace (8) 2011 Ford Crown Victorias which are due for replacement with (8) new 2017 Ford Explorer Police Interceptors.
2. Pursuant to El Segundo Municipal Code 1-7-10, authorize the City Manager to issue a purchase order piggybacking on an existing NJPA master vehicle contract to purchase and equip eight (8) new 2017 Ford Explorer Police Interceptor vehicles in an amount not to exceed $420,677.
3. Authorize the City Manager or designee to repurpose, sell or auction the department’s used patrol fleet
4. As authorized by Council on October 4, 2016, utilize up to $46,800 to cover an estimated funding shortfall; and/or,
5. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
National Auto Fleet Group quote (Vehicles)
S.B.R.P.C.A. Service quote (Equipment and Installation)
Applied Products quote (Graphics)
City Council Action Report dated October 5, 2016

FISCAL IMPACT:
Amount Budgeted: $422,800
Additional Appropriation: none
Account Number(s): 601-400-3101-8105 (Equipment Replacement)

STRATEGIC PLAN:
Goal: (2) Support Community Safety & Preparedness
Objective: (3) El Segundo approaches safety in a financially responsible way
Goal: (3) Develop as a Choice Employer & Workforce
Objective: (4) The City has an inspired, engaged workforce

ORIGINATED BY: Raymond Garcia, Lieutenant
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

Last year, Police Department Staff conducted a vehicle assessment in conjunction with fleet maintenance personnel and determined that four (4) patrol units, which included two K-9 vehicles were in need of replacement. On October 4, 2016, Council approved funding for the replacement of these vehicles and to begin the transition from the 2011 Ford Crown Victoria, which has been discontinued, to the 2017 Ford Explorer Police Interceptor. Council also approved additional monies up to $48,600 to cover an anticipated funding shortfall for the replacement of the remaining eight (8) Ford Crown Victoria police vehicles currently in service.

The City recently received the first four (4) 2017 Ford Explorer Police Interceptors. These vehicles have begun a very arduous and time consuming equipment build out and conversion process. It is further anticipated these units to be patrol certified and deployed by late March or early April 2017.

Police Department Staff recently updated our vehicle assessment in conjunction with fleet maintenance personnel and determined that the eight (8) remaining patrol units (units #4434, #4436, #4437, #4438, #4439, #4440, #4441 and #4442) are either currently in need of and/or will be due for replacement in the coming months. This determination was based on the age, current mileage, engine hours, performance degradation, interior deterioration, repair history of these vehicles and the estimated mileage at time of conversion.

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Vehicle Year</th>
<th>In Service Date</th>
<th>Current Mileage</th>
<th>Current Engine Hours</th>
<th>Estimated Mileage at Conversion</th>
<th>Estimated Conversion Begin Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4434</td>
<td>2011</td>
<td>12/10/2012</td>
<td>63,971</td>
<td>4,521</td>
<td>73,971</td>
<td>05/01/17</td>
</tr>
<tr>
<td>4436</td>
<td>2011</td>
<td>08/29/2013</td>
<td>54,791</td>
<td>3,951</td>
<td>68,541</td>
<td>05/22/17</td>
</tr>
<tr>
<td>4437</td>
<td>2011</td>
<td>09/07/2013</td>
<td>54,549</td>
<td>4,362</td>
<td>70,174</td>
<td>06/12/17</td>
</tr>
<tr>
<td>4438</td>
<td>2011</td>
<td>02/23/2014</td>
<td>54,671</td>
<td>3,955</td>
<td>70,296</td>
<td>07/03/17</td>
</tr>
<tr>
<td>4439</td>
<td>2011</td>
<td>02/25/2014</td>
<td>54,102</td>
<td>3,239</td>
<td>71,602</td>
<td>07/24/17</td>
</tr>
<tr>
<td>4440</td>
<td>2011</td>
<td>03/05/2014</td>
<td>68,412</td>
<td>4,170</td>
<td>80,287</td>
<td>08/14/17</td>
</tr>
<tr>
<td>4441</td>
<td>2011</td>
<td>07/10/2014</td>
<td>57,218</td>
<td>3,762</td>
<td>76,593</td>
<td>09/04/17</td>
</tr>
<tr>
<td>4442</td>
<td>2011</td>
<td>06/12/2014</td>
<td>43,348</td>
<td>2,945</td>
<td>62,723</td>
<td>09/25/17</td>
</tr>
</tbody>
</table>

Additionally, Staff has been advised by our vehicle vendor, John Oviyach, National Law Enforcement Account Manager for the National Auto Fleet Group, that in order to procure the same make, model, year with specific options/equipment and quoted price, they must receive orders by May 2017. Ford Motor Company has set this deadline for the procurement of their 2017 police models and thereafter will only process orders for the new 2018 models.

Staff recommends funding authorization to incrementally purchase the remaining eight (8) 2017 Ford Explorer Police Interceptors between the date of Council’s approval and May 2017. To maximize the utility of our current fleet of Ford Crown Victoria police vehicles, an incremental purchase/replacement plan is prudent. This can be accomplished by ordering (4) Ford Explorer Police Interceptors following Council’s approval to replace units 4440, 4441, 4434, 4439 and the final (4) vehicles in late April 2017 to replace units 4438, 4437, 4436 and 4442. This will maximize the utility of our current fleet when factoring in delivery and equipment build
out/conversion time. It is also Staff’s recommendation to procure the same make/model/year vehicle by finalizing these purchases prior to the May 2017 deadline for the following reasons:

- Specifications for vehicle options, emergency equipment, graphics and pricing has been quoted and set for the 2017 Ford Explorer Police Interceptor.
- The first four (4) new 2017 models that were previously approved for purchase by Council recently arrived and are in the beginning stages of the conversion process.
- The vehicle vendor anticipates the 2018 models will be more expensive than the 2017’s and we risk having a mixed model year fleet.

Moving forward, police executives have committed to working cooperatively with our Equipment Maintenance Section of the Public Works Department to conduct careful evaluation of this new patrol fleet using actual fleet data, market data and best practices to insure that we identify the most cost-effective lifecycle replacement strategy that also meets our public safety needs and prevents any gaps in service to our community. After deployment of this new fleet, staff will report back to City Council on the lifecycle replacement strategy.

Accordingly, Staff recommends the City Council:

1. Authorize the City Manager or designee to incrementally purchase eight (8) new 2017 Ford Explorer Police Interceptors vehicles under an existing contract from the National Auto Fleet Group. The City’s purchase would “piggy-back” on an existing NJPA master vehicle contract # 102811.
2. Authorize the City Manager or designee to either repurpose, sell or auction the department’s used patrol fleet of Crown Victorias.
3. If approved, place all new 2017 Ford Explorer Police Interceptors on the Equipment Replacement schedule with a minimum of a three-year service life.
January 9, 2017

Lt. Ray Garcia
El Segundo Police Department
348 Main St.
El Segundo, CA 90245
Delivery Via Email

Dear Lt. Garcia,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at El Segundo, 2017 Police Interceptor Utilities responding to your requirement with the attached specifications for $29,089.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). Optional level 3 ballistic panels are $3100 plus tax for 2 front doors. These vehicles are available under the NJPA master vehicle contract # 102811.

Terms are net 30 days. Delivery is 90-120 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

John Oviyach
National Law Enforcement Account Manager
National Auto Fleet Group
## VEHICLE REPORT

### SELECTED MODEL

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>K8A</td>
<td>2017 Ford Utility Police Interceptor AWD Base</td>
</tr>
</tbody>
</table>

### SELECTED VEHICLE COLORS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
<td>Interior: CHARCOAL BLACK</td>
</tr>
<tr>
<td>-</td>
<td>Exterior 1: SHADOW BLACK</td>
</tr>
<tr>
<td>-</td>
<td>Exterior 2: No color has been selected.</td>
</tr>
</tbody>
</table>

### SELECTED OPTIONS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>500A</td>
<td>Order Code 500A&lt;br&gt; (99R) Engine: 3.7L V6 Ti-VCT FFV; (44C) Transmission: 6-Speed Automatic; (STDA) 3.65 Axle Ratio; (STDG) GVWR: 6,300 lbs; (STDTR) Tires: P245/65R18 AS BSW; (STDLW) Wheels: 16&quot; x 8&quot; 5-Spoke Painted Black Steel: Includes center caps and full size spare.; (9) Unique HD Cloth Front Bucket Seats w/Vinyl Rear: Includes driver 6-way power track (fore/aft/up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.; (STOR) Radio: MyFord AM/FM/CD/MP3 Capable: Includes clock, 6 speakers and 4.2&quot; color LCD screen center-stack Smart Display.</td>
</tr>
<tr>
<td>99T</td>
<td>Engine: 3.5L V6 EcoBoost&lt;br&gt; (76D) Deflector Plate; (NONAX) 3.16 Axle Ratio. 131 MPH top speed.</td>
</tr>
<tr>
<td>44C</td>
<td>Transmission: 6-Speed Automatic</td>
</tr>
<tr>
<td></td>
<td>3.16 Axle Ratio</td>
</tr>
<tr>
<td>STDG</td>
<td>GVWR: 6,300 lbs</td>
</tr>
<tr>
<td>STDTR</td>
<td>Tires: P245/65R18 AS BSW</td>
</tr>
</tbody>
</table>
## VEHICLE REPORT

### SELECTED OPTIONS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Class</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>WHEELS &amp; TIRES (Continued)</strong></td>
<td></td>
</tr>
<tr>
<td>STDWL</td>
<td>Wheels: 16&quot; x 6&quot; 5-Spoke Painted Black Steel</td>
<td>INC</td>
</tr>
<tr>
<td></td>
<td>Includes center caps and full size spare.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>SEATS &amp; SEAT TRIM</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unique HD Cloth Front Bucket Seats w/Vinyl Rear</td>
<td>INC</td>
</tr>
<tr>
<td></td>
<td>Includes driver 6-way power track (fore/aft/up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft with manual recline) and built-in steel intrusion plates in both front seatbacks.</td>
<td></td>
</tr>
<tr>
<td>87P</td>
<td>6-Way Power Passenger Seat</td>
<td>OPT</td>
</tr>
<tr>
<td></td>
<td>Includes manual recline and lumbar.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>OTHER OPTIONS</strong></td>
<td></td>
</tr>
<tr>
<td>113WB</td>
<td>113&quot; Wheelbase</td>
<td>STD</td>
</tr>
<tr>
<td></td>
<td><strong>PAINT</strong></td>
<td>STD</td>
</tr>
<tr>
<td></td>
<td>Monotone Paint Application</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>STDRD</strong></td>
<td>INC</td>
</tr>
<tr>
<td></td>
<td>Radio: MyFord AM/FM/CD/MP3 Capable</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes clock, 6 speakers and 4.2&quot; color LCD screen center-stack Smart Display.</td>
<td></td>
</tr>
<tr>
<td>85P</td>
<td>Front Headlamp/Police Interceptor Housing Only</td>
<td>OPT</td>
</tr>
<tr>
<td></td>
<td>Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).</td>
<td></td>
</tr>
<tr>
<td>85T</td>
<td>Tail Lamp/Police Interceptor Housing Only</td>
<td>OPT</td>
</tr>
<tr>
<td></td>
<td>Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).</td>
<td></td>
</tr>
<tr>
<td>43D</td>
<td>Dark Car Feature</td>
<td>OPT</td>
</tr>
<tr>
<td></td>
<td>Courtesy lamps and chimes disabled when any door is opened.</td>
<td></td>
</tr>
<tr>
<td>17T</td>
<td>Red/White Dome Lamp in Cargo Area</td>
<td>OPT</td>
</tr>
<tr>
<td>51V</td>
<td>Dual (Driver &amp; Passenger) LED Spot Lamps (Whelen)</td>
<td>OPT</td>
</tr>
<tr>
<td>76D</td>
<td>Deflector Plate</td>
<td>INC</td>
</tr>
<tr>
<td>87R</td>
<td>Rear View Camera</td>
<td>OPT</td>
</tr>
<tr>
<td></td>
<td>Electrochromatic Rear View Mirror : Video is displayed in rear view mirror. Note: This option would replace the camera that comes standard in the 4&quot; center stack area.</td>
<td></td>
</tr>
</tbody>
</table>
## VEHICLE REPORT

### SELECTED OPTIONS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Class</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>EXTERNAL OPTIONS</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Camera</strong> can only be displayed in the 4&quot; center stack (standard) or the rear view mirror (87R).**</td>
<td></td>
</tr>
<tr>
<td>52P</td>
<td><strong>Hidden Door-Lock Plunger/Re-Door Handles Inoperable</strong></td>
<td>OPT</td>
</tr>
<tr>
<td>18D</td>
<td><strong>Global Lock / Unlock Feature</strong></td>
<td>OPT</td>
</tr>
<tr>
<td></td>
<td>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch.</td>
<td></td>
</tr>
<tr>
<td>18W</td>
<td><strong>Windows - Rear-Window Power Delete</strong></td>
<td>OPT</td>
</tr>
<tr>
<td></td>
<td>Operable from front driver side switches.</td>
<td></td>
</tr>
<tr>
<td>85R</td>
<td><strong>Rear Console Plate</strong></td>
<td>OPT</td>
</tr>
<tr>
<td>59B</td>
<td><strong>Keyed Alike - 1284x</strong></td>
<td>OPT</td>
</tr>
<tr>
<td>76R</td>
<td><strong>Reverse Sensing</strong></td>
<td>OPT</td>
</tr>
<tr>
<td>60R</td>
<td><strong>Noise Suppression Bends (Ground Straps)</strong></td>
<td>OPT</td>
</tr>
<tr>
<td></td>
<td><strong>INTERNAL OPTIONS</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Paint Table : Primary</strong></td>
<td>OPT</td>
</tr>
<tr>
<td></td>
<td><strong>INTERIOR COLORS FOR : PRIMARY</strong></td>
<td></td>
</tr>
<tr>
<td>9W</td>
<td><strong>Charcoal Black</strong></td>
<td>OPT</td>
</tr>
<tr>
<td></td>
<td><strong>EXTERIOR COLORS FOR : PRIMARY</strong></td>
<td></td>
</tr>
<tr>
<td>G1</td>
<td><strong>Shadow Black</strong></td>
<td>OPT</td>
</tr>
</tbody>
</table>

## OPTIONS TOTAL

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions. File: Carbone, Data Version: 5.0, Data updated 07/17/2014 07:13 PM (Copyright 1998-2012 Chionie Data Solutions, LP. All rights reserved. August 15, 2016)
• VEHICLE REPORT

STANDARD EQUIPMENT

**Powertrain**
- EcoBoost 365hp 3.5L DOHC 24 valve twin turbo V-6 engine with variable valve control, gasoline direct injection
- Recommended fuel: premium unleaded
- Emissions Type: ULEV II
- 6 speed automatic transmission with overdrive
- All-wheel drive
- Fuel Economy City: 16mpg
- Fuel Economy Highway: 21mpg
- Fuel Tank Capacity: 18.6gal.

**Suspension/Handling**
- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- Electric power-assist rack-pinion steering
- Front and rear 18" x 8" black steel wheels with hub covers
- P245/55WR18.0 BSW AS front and rear tires

**Body Exterior**
- 4 doors
- Driver and passenger power remote door mirrors
- Black door mirrors
- Rear lip spoiler
- Body-colored bumpers
## VEHICLE REPORT

### STANDARD EQUIPMENT

<table>
<thead>
<tr>
<th>Body Exterior (Continued)</th>
</tr>
</thead>
<tbody>
<tr>
<td>* 1 skid plate</td>
</tr>
<tr>
<td>* Clearcoat paint</td>
</tr>
</tbody>
</table>

### Convenience

| * Manual air conditioning with air filter |
| * Cruise control with steering wheel controls |
| * Power windows               |
| * Driver and passenger 1-touch down    |
| * Driver and passenger 1-touch up      |
| * Power door locks             |
| * Manual tilt steering wheel     |
| * Day-night rearview mirror with auto-dimming |
| * Power adjustable pedals       |
| * 2 1st row LCD monitors        |
| * Dual visor vanity mirrors     |
| * Driver and passenger door bins |

### Seats and Trim

| * Seating capacity of 5     |
| * Front bucket seats        |
| * 8-way (6-way power) driver seat adjustment |
| * Manual driver lumbar support |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions. 

August 15, 2016
### VEHICLE REPORT

#### STANDARD EQUIPMENT

<table>
<thead>
<tr>
<th>Seats and Trim (Continued)</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Power height adjustable driver seat</td>
</tr>
<tr>
<td>- 8-way (6-way power) passenger seat adjustment</td>
</tr>
<tr>
<td>- Manual passenger lumbar support</td>
</tr>
<tr>
<td>- 60-40 folding rear split-bench seat</td>
</tr>
<tr>
<td>- Cloth seat upholstery</td>
</tr>
<tr>
<td>- Metal-look instrument panel insert</td>
</tr>
</tbody>
</table>

#### Entertainment Features

- AM/FM stereo radio
- Single CD player
- MP3 decoder
- Steering wheel mounted radio controls
- 6 speakers
- Integrated roof antenna

#### Lighting, Visibility and Instrumentation

- LED low beam aero-composite headlights
- Variable intermittent front windshield wipers
- Speed sensitive wipers
- Fixed interval rear windshield wiper
- Rear window defroster
- Fixed rearmost windows
**VEHICLE REPORT**

**STANDARD EQUIPMENT**

- Deep tinted windows
- Front and rear reading lights
- Tachometer
- Low tire pressure warning
- Trip computer
- Parking sensors
- Trip odometer
- Rear camera

**Lighting, Visibility and Instrumentation (Continued)**

- 4-wheel ABS brakes
- Brake assist
- 4-wheel disc brakes
- AdvanceTrac w/Roll Stability Control electronic stability
- ABS and driveline traction control
- Dual front impact airbag supplemental restraint system
- Dual seat mounted side impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- Power door locks
- Manually adjustable front head restraints
2017 Ford Utility Police Interceptor

• VEHICLE REPORT

STANDARD EQUIPMENT

Spaces and Dimensions

* Engine displacement: 3.5L
* Engine horsepower: 365hp @ 5,500 RPM
* Engine torque: 350 lb-ft. @ 1,500 RPM
* Bore x stroke: 3.64" x 3.49"
* Compression ratio: 10.00:1
* Gear ratios (1st): 4.48
* Gear ratios (2nd): 2.87
* Gear ratios (3rd): 1.84
* Gear ratios (4th): 1.41
* Gear ratios (5th): 1.00
* Gear ratios (6th): 0.74
* Gear ratios (reverse): 2.88
* Curb weight: 4,639 lbs.
* GVWR: 6,300 lbs.
* Towing capacity: 2,000 lbs.
* Exterior length: 197.1"
* Exterior body width: 78.9"
* Exterior height: 69.2"
* Wheelbase: 112.6"
### VEHICLE REPORT

#### STANDARD EQUIPMENT

<table>
<thead>
<tr>
<th>Specs and Dimensions (Continued)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front track: 67.0&quot;</td>
</tr>
<tr>
<td>Rear track: 67.0&quot;</td>
</tr>
<tr>
<td>Turning radius: 19.4&quot;</td>
</tr>
<tr>
<td>Min ground clearance: 6.5&quot;</td>
</tr>
<tr>
<td>Max ground clearance: 8.5&quot;</td>
</tr>
<tr>
<td>Front legroom: 40.6&quot;</td>
</tr>
<tr>
<td>Rear legroom: 41.6&quot;</td>
</tr>
<tr>
<td>Front headroom: 41.4&quot;</td>
</tr>
<tr>
<td>Rear headroom: 40.1&quot;</td>
</tr>
<tr>
<td>Front hiproom: 57.3&quot;</td>
</tr>
<tr>
<td>Rear hiproom: 55.8&quot;</td>
</tr>
<tr>
<td>Front shoulder room: 61.3&quot;</td>
</tr>
<tr>
<td>Rear shoulder room: 60.9&quot;</td>
</tr>
<tr>
<td>Passenger volume: 118.4cu.ft.</td>
</tr>
<tr>
<td>Approach angle: 19.7 deg</td>
</tr>
<tr>
<td>Departure angle: 21.7 deg</td>
</tr>
<tr>
<td>Interior cargo volume: 48.1cu.ft.</td>
</tr>
<tr>
<td>Interior cargo volume seats folded: 85.1cu.ft.</td>
</tr>
<tr>
<td>Interior maximum cargo volume: 85.1cu.ft.</td>
</tr>
</tbody>
</table>
## CUSTOMER
City Of El Segundo  
Attn: Accounts Payable  
350 Main Street  
El Segundo CA 90245

## SHIP TO:
El Segundo Police Department  
348 Main Street  
El Segundo CA 90245

### QUOTE
<table>
<thead>
<tr>
<th>QUOTATION #</th>
<th>CUST #</th>
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</thead>
<tbody>
<tr>
<td>000001286</td>
<td>000009</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>QUAN</th>
<th>DESCRIPTION</th>
<th>PRICE EACH</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Blue/Red ION, Individual Control of each Color, Black Housing</td>
<td>121.80</td>
<td>243.60</td>
</tr>
<tr>
<td>I2J</td>
<td>2.00</td>
<td>Headlight Flasher with 8 Flash Patterns, Plug and Play for 2016 Ford Interceptor Utility (Requires Ford Option 60A, pre-wire option).</td>
<td>77.40</td>
<td>77.40</td>
</tr>
<tr>
<td>SSFFP16</td>
<td>1.00</td>
<td>Warning,White Wide LED with Clear Lens</td>
<td>104.40</td>
<td>208.80</td>
</tr>
<tr>
<td>M2WC</td>
<td>2.00</td>
<td>PAR-46, 12 VDC, Replacement, 2&quot; Spot Light</td>
<td>149.40</td>
<td>298.80</td>
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<tr>
<td>P46SLC</td>
<td>1.00</td>
<td>Ford Explorer, 2011-2014 and Police Interceptor Utility, 2013-2014, Two Split Red/Blue Lightheds</td>
<td>237.00</td>
<td>237.00</td>
</tr>
<tr>
<td>MBFX11JJ</td>
<td>1.00</td>
<td>Blue, 9' Cable</td>
<td>77.40</td>
<td>154.80</td>
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<tr>
<td>VTX609B</td>
<td>2.00</td>
<td>VALOR 44&quot; LIGHTBAR LED SO BAY CAL SPECIAL</td>
<td>1,600.00</td>
<td>1,600.00</td>
</tr>
<tr>
<td>SSP3000 SMART</td>
<td>1.00</td>
<td>PLATINUM SMART SIREN</td>
<td>720.33</td>
<td>720.33</td>
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<tr>
<td>689000-00</td>
<td>1.00</td>
<td>RUMBLER SIREN SYSTEM</td>
<td>307.56</td>
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<tr>
<td>RB-FPU16</td>
<td>1.00</td>
<td>2016 RUMBLER BKTS INCEPTOR UTILITY</td>
<td>26.50</td>
<td>26.50</td>
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<tr>
<td>UM80K</td>
<td>1.00</td>
<td>SIREN AMP ONLY</td>
<td>432.48</td>
<td>432.48</td>
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<tr>
<td>UMNC029</td>
<td>1.00</td>
<td>Unitrol siren interface cable</td>
<td>28.62</td>
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<tr>
<td>ES8-U</td>
<td>2.00</td>
<td>UNIVERSAL SIREN BKT</td>
<td>12.75</td>
<td>25.50</td>
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<tr>
<td>ES100C</td>
<td>2.00</td>
<td>SIREN SPEAKER</td>
<td>131.56</td>
<td>263.12</td>
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<tr>
<td>MPS 620U-BR</td>
<td>4.00</td>
<td>6-LED Surface mount lighthouse, BLUE/Red</td>
<td>75.00</td>
<td>300.00</td>
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<tr>
<td>MPSM6-LB</td>
<td>2.00</td>
<td>MPS 600 SERIES L BRACKET</td>
<td>7.95</td>
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<td>MPS600U-WW</td>
<td>2.00</td>
<td>MicroPulse Ultra (Blue, Red)</td>
<td>63.36</td>
<td>126.72</td>
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<tr>
<td>MPS1220U-RB</td>
<td>2.00</td>
<td>MicroPulse Ultra, Dual-Color RED/BLUE</td>
<td>90.00</td>
<td>180.00</td>
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<tr>
<td>FHL-TAIL</td>
<td>1.00</td>
<td>TAIL LIGHT FLASHER INTERCEPTOR UTILITY</td>
<td>39.75</td>
<td>39.75</td>
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<tr>
<td>UPKM</td>
<td>1.00</td>
<td>PARK KILL MODULE</td>
<td>29.45</td>
<td>29.45</td>
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<td>USGT</td>
<td>2.00</td>
<td>FEDERAL SHOTGUN TIMER</td>
<td>35.51</td>
<td>71.02</td>
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<tr>
<td>14.0553</td>
<td>1.00</td>
<td>CIG OUTLET X 3</td>
<td>18.57</td>
<td>18.57</td>
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<tr>
<td>390-0042-0</td>
<td>1.00</td>
<td>KUSSMAUL POWER CENTER DISTRIBUTION</td>
<td>318.00</td>
<td>318.00</td>
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<tr>
<td>C-VS-1400-INUT</td>
<td>1.00</td>
<td>2013 Ford Police Interceptor Utility Vehicle Specific 14&quot; Console</td>
<td>181.91</td>
<td>181.91</td>
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<tr>
<td>C-SM-SA-1</td>
<td>1.00</td>
<td>Mounting Bracket Complete W/ Swing Arm Adaptor For Angled Console</td>
<td>68.80</td>
<td>68.80</td>
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<tr>
<td>C-UMM-101</td>
<td>1.00</td>
<td>Universal Monitor Mount Assembly</td>
<td>45.64</td>
<td>45.64</td>
</tr>
<tr>
<td>C-SM-800</td>
<td>1.00</td>
<td>8&quot; Enclosed Low Profile Console, With Vehicle Mount, 3.125&quot; Deep</td>
<td>86.00</td>
<td>86.00</td>
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<tr>
<td>P.O. NUMBER</td>
<td>TERMS</td>
<td>JOB OR UNIT #</td>
<td>QUAN</td>
<td>DESCRIPTION</td>
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<tr>
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<td>---------------</td>
<td>------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>NET 30</td>
<td></td>
<td>1.00</td>
<td>C-CUP2-I 4&quot; INTERNAL CUP HOLDER DUAL</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>C-AP-0325 3 INCH INTERNAL POCKET HAVIS CONSOLE</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>C-TTF-INUT-200 2013-2015 Ford Interceptor Utility</td>
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<tr>
<td></td>
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<td></td>
<td>1.00</td>
<td>Premium Fold Up Cargo Plate</td>
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<td></td>
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<td></td>
<td>1.00</td>
<td>C-TTF-INUT-2 2013-2014 Ford Interceptor Fold Up Equipment Tray</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>C-EB30-U15-1P U 15 UNIDAEN SCANNER FACEPLATE 3 IN</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>C-EB25-XTL-1P 1-Piece Equipment Mounting Bracket, 2.5&quot; Mounting Space, Fits</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Motorola XTL 2500, XTL5000-05, APX 7500</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>C-EB40-SSP-1P Faceplate for smart siren Platinum series 4 inch</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>C-EP-4 FILLER PLATE 4 INCH</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>C-EP-1.0 Filler plate 1 inch</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>C-EP-.5 1/2 inch faceplate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>BK2017ITU16PB5 PB450L2 ALUM BUMPER ION 2016 INTERCEPTORUTILITY</td>
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<tr>
<td></td>
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<td>1.00</td>
<td>FKO400ITU16 PB5 FENDER WRAP INTERCEPTOR UTIL 2016</td>
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<td></td>
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<td></td>
<td>1.00</td>
<td>PK1130ITU16SCA 2016 SETINA INTERCEPTOR UTILITY XL CAGE RECESS PANEL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>G1028 SETINA TRACK DUAL GUN RACK NO LOCKS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>G10261LSSCA Single T-Rail, Large Lock (AR-15 Only)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>FE4502RB LAGUNA SEAT INTERCEPTOR UTIL W/ READY BUCKLE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2.00</td>
<td>REM SHOTGUN SHOTGUN LOCK W/STANDARD KEY (MC1)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>AR-15 LOCK AR 15 GUN LOCKS W/ STANDARD KEY (MC1AR)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>AP-MP70-Q-BL low profile housing provides an all-in-one antenna</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>combination including: 2 high gain Cellular/LTE antennas, 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>high gain WiFi antennas (802.11 abgn,ac), and a GPS antenna with</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>the correct connectors.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>MVD-FB-CK4 FLASHBACK CABLE KIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>PDR CABLES CABLES FOR PDR CABLE TO DOCK</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>DEFAULT 4030 Sbrpca wire harness</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>CUSTOM So Bay Standard Command Box for Tahoe</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.00</td>
<td>MISC PARTS WIRE, LOOM, HARDWARE</td>
</tr>
</tbody>
</table>

**SUBTOTAL** $14,928.59  
**TAX** $1,343.58  
**TOTAL** $16,272.17
**QUOTATION**

El Segundo Police Dept.
Attn: Alex Leavitt

Date: August 24, 2016
Terms: net
F.O.B: ES
Delivery: TBD

We are pleased to quote as follows:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Manufacture and installation of approved vinyl graphics package for K-9 unit 44</td>
<td>900.00</td>
<td>$900.00</td>
</tr>
<tr>
<td></td>
<td>(cost will be broken down when billed to material &amp; labor. 9% sales tax will be added to labor portion only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Above price applies to first two K-9 units. We reserve right to re-quote price for any subsequent units which will be based on time &amp; cost studies for building first two units.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 lot</td>
<td>NRE charges. One time design and digital file/tooling costs.</td>
<td>1200.00</td>
<td>$1,200.00</td>
</tr>
</tbody>
</table>

**PRICES QUOTED ARE GOOD FOR 90 days DAYS FROM ABOVE DATE**

Phone: 310-322-5972
MEMORANDUM

October 5, 2016

To: Council and Department Heads

From: Greg Carpenter, City Manager

Subject: Action Report - City Council Meeting of October 4, 2016

<table>
<thead>
<tr>
<th>DEPARTMENT AGENDA ITEM</th>
<th>COUNCIL DIRECTION/DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Manager’s Office</td>
<td></td>
</tr>
<tr>
<td>City Attorney</td>
<td></td>
</tr>
<tr>
<td>City Clerk</td>
<td></td>
</tr>
<tr>
<td>[E4] Regular City Council Meeting Minutes of September 20, 2016 and Special Meeting Minutes of September 28, 2016.</td>
<td>Staff to bring minutes back at the October 18, 2016 for approval to allow City Council to review.</td>
</tr>
<tr>
<td>City Treasurer</td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td></td>
</tr>
<tr>
<td>[E3] Warrant Numbers 3013012 through 3013232 on Register No. 24 in the total amount of $1,329,817.47 and Wire Transfers from 9/12/16 through 9/25/16 in the total amount of $3,025,663.23.</td>
<td>Approved Warrant Demand Register and authorize staff to release.</td>
</tr>
<tr>
<td>[E8] Consideration and possible action regarding approval of ongoing professional service agreements and blanket purchase orders for FY 2016-2017 in excess of $25,000 for various departments; and possible action to waive the formal bidding process and authorize the continued purchase of various goods and services as described below. (Fiscal Impact: Included in the FY 16-17 Budget: General Fund $1,822,608 including $5,000 Library Developer Fees; Asset Forfeiture Fund $13,000; Prop A Fund $30,000; Water Enterprise Fund $224,000; Wastewater (Sewer) Enterprise Fund $28,000; Golf Course Enterprise Fund $96,000; Workers’ Compensation Fund $100,681.50; Public Works Full Time Salary Accounts General Fund, Water &amp; Wastewater</td>
<td>(1) Authorized the City Manager to execute an amendment to Agreement No. 4095 with High Point Strategies, LLC for City’s advisors and advocate regarding issues relating to LAWA, LAX, FAA, MTA and other Los Angeles agencies, in a form approved by the City Attorney to (1) extend the term of the agreement to September 30, 2017; (2) authorize payment for services up to $75,000 (General Fund). (2) Authorized the City Manager to extend ongoing service agreements with Baker &amp; Taylor Information Services for supplying books and other library materials, and issuance of blanket purchase order not to exceed $89,068 in FY 2016-2017 (General Fund and Library Developer Fees). (3) Authorized the City Manager to extend</td>
</tr>
</tbody>
</table>
| Enterprise Funds, and 405 Facility Maintenance Funds $200,000 | contract #4729 to Innovative Interfaces, Inc., for library computer network system maintenance and issuance of blanket purchase order not to exceed $29,454 (General Fund).

(4) Authorized the City Manager to extend ongoing service agreements with J. Lee Engineering provides plan check and inspection consulting services for the Building and Safety Division not to exceed $225,000 in FY 2016-2017 (General Fund).

(5) Authorized the City Manager to extend ongoing service agreement with JAS to provide plan check and inspection consulting services for the Building and Safety Division not to exceed $60,000 in FY 2016-2017 (General Fund).

(6) Authorized the City Manager to extend ongoing service agreement with Hayier Consultants, Inc. to provide plan check, permitting staff, and inspection consulting services for the Building and Safety Division not to exceed $65,000 in FY 2016-2017 (General Fund).

(7) Authorized the City Manager to extend ongoing service agreement with Michael Baker International to provide professional planning consulting and interim staffing services for the City's Planning Division, not to exceed $147,000 in FY 2016-2017 (General Fund).

(8) Authorized the City Manager to extend ongoing service agreements with Westchester Medical Group/Center for Heart and Health to provide annual safety employees fitness for duty and executive physical examinations not to exceed $40,000 in FY 2016-2017 (General Fund).

(9) Authorized the City Manager to extend ongoing service agreement with York Risk Services Group to administer workers' compensation claims not to exceed $100,681.50 in calendar year 2017 (Workers' Compensation Fund).

(10) Authorized the El Segundo Fire Department to waive the bidding process per El Segundo Municipal Code §1-7-10 to purchase medical and pharmaceutical supplies, and piggyback on the City of El Cajon’s Bound Tree Medical, Inc. (“Bound Tree”) Bid #005-12, and authorized issuance
of a blanket purchase order to Bound Tree for medical and pharmaceutical supplies not to exceed $40,000 in FY 2016-2017 (General Fund).

(11) Authorized the City Manager to amend the contract with All Cities Management Services, Inc. for one-year to provide crossing guard services for the El Segundo School District not to exceed $92,286 in FY 2016-2017 (General Fund).

(12) Authorized the issuance of a blanket purchase order to Hinderliter De Llamas & Associates (Agreement #3313) to provide professional services related to sales and use tax for an amount not to exceed $81,000 in FY 2016-2017 (General Fund).

(13) Authorized the issuance of a blanket purchase order to Lane Donovan Partners, LLC (Agreement #3399) to provide management services for The Lakes Golf Course for an amount not to exceed $96,000 in FY 2016-2017 (Golf Course Enterprise Fund) with a 30 termination provision.

(14) Authorized the City Manager to extend Agreement # 4096 with TruGreen Landcare in a form approved by the City Attorney and issuance of a blanket purchase order to provide weekly landscape services for an amount not to exceed $181,000 in FY 2016-2017 (General Fund). Staff to include Main Street into the contract.

(15) Authorized the City Manager to issue a blanket purchase order for Agreement # 4699 with West Coast Arborist to provide tree maintenance services for amount not to exceed $185,000 in FY 2016-2017, with individual services billed based on the scope of work requested. (General Fund).

(16) Authorized staff to continue to purchase gasoline and diesel fuel for City vehicles and equipment through the use of spot market purchasing in an amount not to exceed $315,000 in FY 2016-2017 (General Fund = $250,000; Asset Forfeiture Fund = $13,000; Prop "A" Fund = $30,000; Water Enterprise Fund = $9,000; Wastewater (sewer) Enterprise Fund = $13,000).

(17) Authorized the issuance of a blanket purchase order to Metron Farnier & Actaris in an amount not to exceed $200,000 in total for the purchase of single jet water meters for
the City's water system in FY 2016-2017 (Water Enterprise Fund).
(18) Authorized the issuance of a blanket purchase order to Blue Diamond Materials, a division of Sully Miller Contracting Company in an amount not to exceed $30,000 for the purchase of asphalt paving materials for Street Maintenance Division projects in FY 2016-2017 (General Fund).
(19) Authorized the issuance of a blanket purchase order to DataProse (Agreement # 3227) to provide Water and Sewer divisions utility bill print and mail services for an amount not to exceed $30,000 in FY 2016-2017 (Water & Wastewater (sewer) Enterprise Funds) with a 30 termination provision.
(20) Authorized the City Manager to extend the ongoing professional service Agreement #4269 with Aerotek Professional Services for providing temporary staffing service for the Public Works Department not to exceed $200,000 in FY 2016-2017 (General Fund, Water & Wastewater (sewer) Enterprise Funds, and Facility Maintenance Fund).
(21) Authorized the City Manager to amend contract #3957 with Galls LLC for purchasing uniforms and equipment for the Police Department, not to exceed $60,000 in FY 2016-2017 (General Fund).
(22) Authorized the City Manager to execute a one-year contract with Professional Account Management, LLC for processing of parking citations/collections, not to exceed $55,000 in FY 2016-2017 (General Fund) with a 30 termination provision.
(23) Authorized the issuance of a blanket purchase order to Dooley Enterprises (Dooley), for the purchase of Winchester Ammunition. Dooley Enterprises supplies duty and training ammunition, not to exceed $40,000 in FY 2016-2017 (General Fund).
(24) Authorized the City Manager to execute a one-year contract amendment and/or purchase order with Tyler Technologies for annual software licensing, maintenance, and support not to exceed $43,800 in FY 2016-2017 (General Fund).
(25) Authorized the City Manager to execute a one-year contract and/or blanket purchase order with Active Network for annual
<table>
<thead>
<tr>
<th><strong>Human Resources</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>Planning and Building Safety</strong></td>
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</tr>
<tr>
<td>[E6] Consideration and possible action to adopt Ordinance No. 1521 amending the Downtown Specific Plan (DSP) relating to: (1) tinting or reflective glass on storefront windows; (2) signs for non-street front uses; and (3) design review process of projects in the DSP; and amending El Segundo Municipal Code (ESMC) Chapter 15-24 regarding Adjustments (Environmental Assessment No. EA-1057, Specific Plan Amendment No. SPA 14-01, and Zone Text Amendment No. ZTA 16-03). Applicant: City of El Segundo. (Fiscal Impact: None).</td>
<td>Waived second reading and adopted Ordinance No. 1521 for Environmental Assessment No. EA-1057, Specific Plan Amendment No. SPA 14-01, and Zone Text Amendment No. ZTA 16-03.</td>
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<thead>
<tr>
<th><strong>Public Works</strong></th>
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<tbody>
<tr>
<td>[C1] Consideration and possible action to approve the following staff augmentations within the Public Works Department: 1) reclassify a Principal Civil Engineer position to City Engineer and 2) approve the addition of one equipment Mechanic I/II position. (Fiscal Impact: $114,997.00)</td>
<td>Approved the reclassification of a Principal City Engineer position to a City Engineer position and approved the addition of one Equipment Mechanic I/II position.</td>
</tr>
<tr>
<td>[D2] Consideration and possible action to receive and file the Capital Improvement Program Advisory Committee (CIPAC) Report for the 2016/17 Fiscal Year. (Fiscal Impact: None)</td>
<td>Received and Filed the Capital Improvement Program Advisory Committee (CIPAC) Report for the 2016/17 Fiscal Year.</td>
</tr>
<tr>
<td>[E7] Consideration and possible action to 1) grant Environmental Construction, Inc.'s request to withdraw their bid because of clerical error in accordance with Public Contract Code Section 5101, 2) award a standard Public Works Contract to the second lowest bidder, Steve P. Rados, Inc., for the Pump Station #1 &amp; #7 Modification Improvement, Project No. PW 16-07 and 3) award a standard Public Works Professional Services Agreement to AKM Consulting Engineers for construction inspection services. (Fiscal Impact: $3,963,325.00)</td>
<td>Granted Environmental Construction, Inc.'s request to withdraw their bid because of clerical error in accordance with Public Contract Code Section 5101; Authorized the City Manager to execute a standard Public Works Contract, in a form approved by the City Attorney with Steve P. Rados, Inc. in the amount of $3,248,950.00 and approved an additional $324,895.00 for construction-related contingencies; Authorized the City Manager to execute a standard Public Works Professional Services Agreement in a form as approved by the City Attorney with AKM Consulting Engineers in the amount of</td>
</tr>
<tr>
<td>Police Department</td>
<td>$354,480.00 for construction inspection and technical support, and approved an additional $35,000 for related contingencies.</td>
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<td>-------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
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<tr>
<td>[E5] Consideration and possible action regarding authorizing the Police Department to 1) purchase four (4) new 2017 Ford Explorer Police Interceptor vehicles under an existing contract from Bob Wondries Ford, Wondries Fleet Group. The City's purchase would &quot;piggy-back&quot; on an existing Los Angeles County Sheriff PO # 16361257-1; 2) implement the early replacement of an additional eight (8) patrol units in 2017 and 3) authorize the City Manager or designee to either sell or auction the department's used patrol fleet. (Fiscal Impact: $211,400.00)</td>
<td>Authorized the Police Department to replace four (4) 2011 Ford Crown Victorias which are due or overdue for replacement with four (4) new 2017 Ford Explorer Police Interceptors; Pursuant to El Segundo Municipal Code 1-7-10, authorized the City Manager to issue a purchase order piggybacking on an existing Los Angeles County Sheriff's Department contract to purchase and equip four (4) new 2017 Ford Explorer Police Interceptor vehicles in an amount not to exceed $211,400; Authorized the City Manager or designee to either sell or auction the department's used patrol fleet; Approved the Police Department's recommendation to proceed with the early replacement of an additional eight (8) Ford Crown Victoria patrol units in 2017 following closeout of 2015/16 fiscal year and confirmation of available funds to cover the estimated shortfall of $46,800.</td>
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<th>Reports – City Manager</th>
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<tr>
<th>Reports – Mayor Fuentes</th>
</tr>
</thead>
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Electronic Distribution: Mayor and Council Members

Action Report, Council Meeting 10/04/16
Page 6 of 7
Mona Shilling, City Clerk
Tracy Weaver, City Clerk
Mark Hensley, City Attorney
David King, Assistant City Attorney
Department Heads (and Assistants)
All Managers- Administrative Services Dept.
James O'Neill
Consideration and possible action regarding authorization for the City Manager to enter into a three-year agreement with Insight, as approved to form by the City Attorney, to provide Microsoft software support and upgrades in an amount not to exceed $225,987 (3 Years of $75,329 per year). (Fiscal Impact: $75,329)

RECOMMENDED COUNCIL ACTION:

(1) Authorize the City Manager to enter into a three-year service, maintenance and upgrade agreement, as approved to form by the City Attorney, with Insight in an amount not to exceed $225,987; and/or,

(2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Attachment A: JW Systems quote
Attachment B: Presidio quote
Attachment C: Insight quote

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $45,338 per year
Additional Appropriation: No – Request to reallocate from IS Salary (Savings)
Account Number(s): 001-400-2505-6217 Software Maintenance

STRATEGIC PLAN:

Goal: 4 Develop Quality Infrastructure & Technology
Objective: 3 Use the full potential of software.

ORIGINATED BY: Brian Evanski, Police Captain
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The City of El Segundo has installed and utilizes Microsoft software for most server systems. This software is used for Operating Systems, Email, Databases, and other server based applications. For each city employee that accesses these servers, Client Access Licenses are required. Our current contract for Microsoft Licensing is through Insight Public Sector at an annual cost of $62,738. This Microsoft License expired on January 31, 2017, and a new license is necessary.
Staff obtained three quotes for the needed Microsoft Licensing:

1. Insight Public Sector $75,329/year ($225,987/three years)
2. JW Systems $83,355/year ($250,065/three years)
3. Presidio Inc. $100,297/year ($300,890/three years)

Staff recommends entering into a three year contract with Insight Public Sector to provide Microsoft Licensing for our servers and desktops.

This increase in cost is attributed to the following:

- Additional Microsoft Office Standard licenses needed to replace the virtual machines with physical desktop computers at the police department;

- Additional Microsoft Office Professional licenses needed for the permitting software (Muni) at the Planning and Building Safety Department.
### Enterprise Agreement:

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<tr>
<th>MFG Part Number</th>
<th>Product Name</th>
<th>Product Type</th>
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<td>076-01912</td>
<td>Prjct ALNG SA MLV</td>
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<tr>
<td>7NQ-00292</td>
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<tr>
<td>9EA-00039</td>
<td>WinSrvDCCore ALNG LicSAPk MLV Zlic CoreLic</td>
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<tr>
<td>9EA-00278</td>
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**EA Annual Total:**

$63,605.93

**EA Three Year Total:**

$190,817.78

### Select Plus Agreement:

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**Total:**

$59,246.42
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**EA Annual Total:**

$91,213.80

**EA Three Year Total:**

$273,639.90

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**Total:**

$27,250.83
City of El Segundo
January 5, 2017
Final EA Renewal Pricing with Select Plus
Microsoft Enterprise Agreement - Government (USD)

Enterprise Agreement:

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Additional Products:

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EA Annual Total: $56,375.79
EA Three Year Total: $160,139.37

Select Plus Agreement:

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Total: $56,847.58
AGENDA DESCRIPTION:

Consideration and possible action to adopt an Ordinance amending Title 8 of the El Segundo Municipal Code to regulate parking of oversized vehicles, recreational vehicles, and trailers; establish a registration/permit process; and prohibit the placement of electrical cords, cables and similar items between such vehicles and nearby property. (Fiscal Impact: Not to exceed $4,000.00)

RECOMMENDED COUNCIL ACTION:

1.) Waive second reading and adopt Ordinance No. 1523 amending Title 8 of the El Segundo Municipal Code;
2.) Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

- Agenda Item from February 7, 2017
- Ordinance No. 1523

FISCAL IMPACT:

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

STRATEGIC PLAN:

Goal: 2. Support Community Safety and Preparedness
Objective: 1. El Segundo has a proactive approach to risk and crime
2. El Segundo has proactive community engagement so that perceptions of safety align with reality

ORIGINATED BY: Bob Turnbull, Captain
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On February 7, 2017, the City Council conducted a public hearing and introduced an Ordinance amending Title 8 of the El Segundo Municipal Code to regulate parking of oversized vehicles, recreational vehicles and trailers. The ordinance also establishes a registration/permit process and prohibits the placement of electrical cords, cables and similar items between such vehicles and nearby property.
The Council may waive second reading and adopt the Ordinance. If adopted, Ordinance No. 1523 will become effective in 30 days; however, the Ordinance proposes an "implementation period," which would allow time for City residents to register their vehicles. As proposed, the registration requirement would commence on April 1, 2017, and the overnight parking permit requirement would commence on April 1, 2017. In addition, before the Ordinance may be enforced, signage would need to be posted throughout the City.

At the February 7th public hearing, the City Council briefly discussed the possibility of imposing fees which would reimburse the City for its costs of administering the Ordinance. However, no consensus was reached on this issue. Accordingly, unless staff receives direction from City Council, no fees will be imposed for the implementation of this ordinance.
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

MEETING DATE: February 7, 2017

AGENDA DESCRIPTION:

Consideration and possible action regarding introduction and first reading of an Ordinance amending Title 8 of the El Segundo Municipal Code to regulate parking of oversized vehicles, recreational vehicles, and trailers; establish a registration/permit process; and prohibit the placement of electrical cords, cables and similar items between such vehicles and nearby property. (Fiscal Impact: Not to exceed $4,000.00)

RECOMMENDED COUNCIL ACTION:

1.) Conduct a public hearing;
2.) Take public testimony and other evidence as presented;
3.) Introduce the proposed Ordinance amending the El Segundo Municipal Code Title 8;
4.) Provide direction to City staff regarding possible cost-recovery fees for one-time vehicle registration, permits and/or annual handicapped permits issued under the ordinance;
5.) Alternatively, discuss and take other possible action related to this item

ATTACHED SUPPORTING DOCUMENTS:

- Exhibit “A” – Examples of Vehicles Subject to the Proposed Ordinance
- Exhibit “B” – Proposed Ordinance

FISCAL IMPACT:

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

STRATEGIC PLAN:

Goal: 2. Support Community Safety and Preparedness

Objective: 1. El Segundo has a proactive approach to risk and crime
2. El Segundo has proactive community engagement so that perceptions of safety align with reality

ORIGINATED BY: Jeff Leyman, Lieutenant
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The parking of recreational vehicles, oversized vehicles and detached trailers on City streets has been a source of concern and increasing complaints from El Segundo residents and business
owners for several years. Complaints frequently focus on the parking of these large vehicles for extended periods of time, blocking drivers’ line of sight near intersections, overnight camping and taking up multiple on-street parking spaces. Surrounding cities have implemented oversized vehicle ordinances, which have resulted in increased parking of these vehicles in El Segundo.

As a result, on June 7th, 2016, the City Council directed staff to further research and gather public input on the topic. After the results of a public opinion survey and field survey were presented on August 16th, 2016, City Council directed staff to prepare a proposed Ordinance to address the issue. A proposed ordinance was brought before City Council on October 18, 2017 for first reading and November 1st for second reading. Due to residents’ comments, City Council directed staff to hold a community meeting for feedback and potential changes. A community meeting was held on November 29, 2016. The proposed ordinance incorporates the public’s comments from previous hearings and the community meeting.

ANALYSIS:

State Law and the Current City Code

The El Segundo Municipal Code (ESMC) currently:

1. Limits any vehicle from parking on City streets for no more than 72 hours (ESMC § 8-5-6(A));
2. Limits the time “any trailer, camp car or any other similar type of equipment” may be parked on a City street to no more than 48 hours every seven days (ESMC § 8-5-6(B));
3. Disallows parking within 20 feet “of the approach to any traffic signal, boulevard stop sign or official electric flashing device” (ESMC § 8-5-3(J));
4. Prohibits anyone from living out of a mobile home, camper, house trailer or other recreational vehicle on any street, park, beach, square, avenue, alley, public parking lot or public way, within the city between 10:00 p.m. and 6:00 a.m. (ESMC § 7-6-1);
5. Limits parking of commercial vehicles, trailers, recreational vehicles or motor homes on any City-owned public parking lot to five hours (ESMC § 8-5B-9);
6. Allows an encroachment permit for encroachments in the public right-of-way, which include heavy vehicles, machines, and vehicles or other property that may be associated with an adjacent job site (ESMC Title 9, Chapter 2); and
7. Allows a “habitable vehicle” parked on private property to be occupied for residential purposes for up to 72 hours within a 30-day period (ESMC § 15-15-6(D)).

Despite such restrictions, the current ESMC does not fully address the community’s concerns about oversized vehicles, recreational vehicles and trailers. For these reasons, the City Council directed that staff prepare a proposed ordinance.

State law allows the City Council to prohibit or restrict parking on City streets and highways, and may “provide for a system of permits for the purposes of exempting... disabled persons, residents and guests of residents of residential areas.” (Veh. Code § 22507.5; see also Veh. Code § 22507; Homes on Wheels v. City of Santa Barbara (2004) 119 Cal.App.4th 1173). The proposed ordinance fits squarely within the City’s authority under state law.

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The Proposed Ordinance

The attached Ordinance was drafted by Police Department staff, in consultation with the City Attorney's office. The Police Department researched and evaluated several ordinances in surrounding cities, including Hawthorne, Hermosa Beach, Manhattan Beach, Redondo Beach and Torrance. In addition, and after the initial oversized vehicle ordinance was postponed by Council, a community meeting was held to address concerns from citizens effected by the proposed ordinance.

There are several components to the modified proposed ordinance:

1. The ordinance prohibits overnight parking of oversized vehicles, recreational vehicles and trailers (as defined) between the hours of 2 a.m. and 6 a.m. on all streets and highways within the City. This is essential for the Police Department to manage a successful program addressing the aforementioned concerns of citizens. The prohibition for overnight parking of trailers includes both attached and detached trailers.

2. The ordinance establishes an Oversized Vehicle Resident Registration Program. Any resident who owns an oversized vehicle, recreational vehicle or trailer that is parked within the City must register their vehicle with the Police Department. When a vehicle or trailer is registered, the Police Department will issue a sticker which must be affixed to the registered vehicle. Importantly, registration alone does not allow the registered vehicle or trailer to park on City streets during overnight hours. Thus, even if a vehicle has been registered, unless it has been issued a permit, it may not lawfully park on a City street between the hours of 2 a.m. and 6 a.m. and would be subject to citation and towing.

3. The ordinance creates an Oversized Vehicle Parking Permit process, by which owners of registered vehicles may apply to receive an Oversized Vehicle Parking Permit which will allow an otherwise prohibited vehicle to park from 2:00 a.m. to 6:00 a.m. for two consecutive days (i.e., 2:00 a.m. to 6:00 a.m. one day and 2:00 a.m. to 6:00 a.m. the following day). Residents may apply for and receive up to two consecutive permits at one time, and have the option to use such permits consecutively for a total of four consecutive days. Residents may request no more than 12 two-day Oversized Vehicle Parking Permits per quarter and no more than 48 of such permits per calendar year. A “quarter” for purposes of this ordinance is January through March, April through June, July through September, and October through December of each calendar year.

4. The ordinance also creates a similar permit process for both guests staying with City residents but who need to park their oversized vehicle, recreational vehicle or trailer adjacent to their hosts' home. The ordinance also establishes a permit process for handicapped residents.

5. The ordinance restricts parking of oversized vehicles, recreational vehicles and trailers within 25 feet of an intersection. To eliminate possible safety hazards to pedestrians in the City, the ordinance also prohibits owners from running electrical cords, cables and hoses
across or above sidewalks and streets from the oversized vehicle, recreational vehicle or
trailer to a nearby property.

In sum, several of the proposed Ordinance’s components are depicted in the following chart:

<table>
<thead>
<tr>
<th>Vehicle Type</th>
<th>Allowed on City street or highway between 6 a.m. and 2 a.m.?</th>
<th>Allowed on City street or highway between 2 a.m. and 6 a.m.?</th>
<th>Allowed to park within 25 feet of an intersection at any time?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trailer</td>
<td>Yes</td>
<td>No, unless the trailer is registered and has a permit</td>
<td>No</td>
</tr>
<tr>
<td>Recreational Vehicle</td>
<td>Yes</td>
<td>No, unless the vehicle is registered and has a permit</td>
<td>No</td>
</tr>
<tr>
<td>Oversized Vehicle</td>
<td>Yes</td>
<td>No, unless the vehicle is registered and has a permit</td>
<td>No</td>
</tr>
</tbody>
</table>

For examples of the vehicles that would be subject to the ordinance, please see the attached Exhibit “A.”

The Proposed Ordinance Compared with Other Cities’ Ordinances

The municipalities around El Segundo have varying limits on how many permits are allowed per year; Torrance has a maximum of ninety 24-hour permits and Hermosa Beach sets it as 32 permits. Both Hermosa Beach and Torrance set a limit to how many permits may be used within a period of 90 days.

It is significant to note that the municipalities around El Segundo do not give businesses the option of using permits; the permits are for residents and guests of residents only.

Next Steps

If the City Council introduces the proposed ordinance for first reading, staff will then bring back the ordinance for second reading. If adopted at second reading, the ordinance will take effect 30 days later. However, the Ordinance proposes an “implementation period,” which will start on the effective date of the ordinance and will end on March 31, 2017, which would allow time for City residents to register their vehicles. As proposed, the registration requirement would commence on April 1, 2017, and the overnight parking permit requirement would commence on April 1, 2017. In addition, before the ordinance may be enforced, signage would need to be posted throughout the City.
City staff also request that the City Council provide direction on whether they want staff to collect fees based on the City's administrative costs in implementing the permit program. Under the program, City staff will be:

1. Registering vehicles on a one-time basis;
2. Issuing two-day permits as needed; and
3. Issuing handicapped permits to qualified applicants on an annual basis.

If directed by the City Council, staff will bring back a resolution amending the Fee Schedule to impose such fees. The fees would be based on the City's estimated costs of processing the registration and permit applications. Although staff has not yet completed the fee study, staff estimated that the one-time registration fee per vehicle will likely range between $25.00 and $50.00 and the daily permit fee will likely be at no cost to our residents or non-residents.

It is unknown at this time how many residents will choose to register their RV's or oversized vehicles; however, the fee is designed to reimburse the City its costs for processing registration applications. The ordinance may result in increased enforcement costs, which are also recouped from the parking penalties assessed.

RECOMMENDATION:

Based on the foregoing, staff recommends that the City Council introduce the proposed ordinance for first reading and provide direction to staff with regard to fees. In the alternative, the City Council may discuss the proposed Ordinance and direct staff to modify the ordinance and bring it back for further consideration at a future meeting.
Exhibit "A"

May not be parked on any City street or highway from 2:00 AM – 6:00 AM unless Registered and Displaying a Valid Permit:

Boat Trailer

Camper Trailer
May not be parked on any City street or highway from 2:00 AM – 6:00 AM unless Registered and Displaying a Valid Permit:

Class C Motorhome

Class A Motorhome
May not be parked on any City street or highway from 2:00 AM – 6:00 AM unless Registered and Displaying a Valid Permit:

Jet Ski Trailer

Motorcycle Trailer
Sample RV/Oversized Residential Permit

May not be parked on any City street or highway from 2:00 AM – 6:00 AM unless Registered and Displaying a Valid Permit (if associated with a resident) or subject of a City-Issued Encroachment Permit (which may be issued to non-residents):

Work Trailers
ORDINANCE NO. 1523

AN ORDINANCE AMENDING TITLE 8 OF THE EL SEGUNDO MUNICIPAL CODE TO CREATE OVERNIGHT PARKING LIMITS FOR OVERSIZED VEHICLES, RECREATIONAL VEHICLES AND TRAILERS, TO ESTABLISH A REGISTRATION AND PERMIT PROCESS AND TO PROHIBIT THE PLACEMENT OF ELECTRICAL CORDS, HOSES, CABLES OR OTHER SIMILAR ITEMS BETWEEN SUCH VEHICLES AND PROPERTIES.

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

SECTION 6: The Council finds and declares as follows:

A. On June 7, 2016, the City Council directed staff to develop options to limit or prohibit overnight parking of oversized vehicles, recreational vehicles and trailers;

B. On August 16, 2016, the City Council held a public hearing and considered the information provided by City staff and public testimony regarding this Ordinance;

C. On October 18, 2016 and November 1, 2016, the City Council considered a proposed Ordinance to address overnight parking of oversized vehicles, recreational vehicles and trailers; per the City Council’s direction, a community meeting was held on November 29, 2016 to solicit further input from the public on the proposed Ordinance;

D. The parking of oversized vehicles, recreational vehicles and trailers on City streets creates a variety of public safety and public health problems, ranging from interference with the normal flow of vehicle traffic, especially on narrow streets; the creation of visual obstacles and reduction of the lines of sight for driveways, intersections, and traffic signage, thereby reducing sidewalk and street safety for motorists, pedestrians, and bicyclists; to illegal dumping of garbage and waste matter on sidewalks and streets.

E. In addition, the parking of oversized vehicles, recreational vehicles and trailers on City streets exposes bicyclists to greater traffic dangers as they travel around such oversized vehicles and trailers; and fire and Emergency access is reduced, especially on narrow streets and cul-de-sacs;

F. Further, limited availability of on-street parking is diminished
due to oversized vehicles, recreational vehicles and trailers being stored on streets; and trailers hauling debris and other unsightly materials contribute to blight in neighborhoods.

G. In addition, detached trailers parked on certain City streets constitute a safety hazard as some do not have an independent braking system and could roll unexpectedly down the street;

H. The City issues encroachment permits for work or encroachments in the public right-of-way (ESMC Title 9, Chapter 2); although encroachment permits would be required for vehicles and other non-vehicular property that are associated with work being performed at adjacent property, and heavy vehicles or machines, the encroachment permit process does not pertain to other oversized vehicles, recreational vehicles or trailers;

I. The City’s current parking regulations are inadequate to address the above-referenced problems associated with the parking of oversized vehicles, recreational vehicles and trailers on City streets;

J. By creating a permit and registration system, the City Council desires to strike a balance between ensuring that persons who own oversized vehicles, recreational vehicles and trailers have the opportunity to park their vehicles on City streets for short periods of time, while at the same time imposing reasonable regulations on all City streets to address the adverse impacts described above;

K. California Vehicle Code Sections 22507 and 22507.5, and case law such as *Homes on Wheels v. City of Santa Barbara* (2004) 119 Cal.App.4th 1173, confirm the City’s authority to restrict the parking of vehicles on certain streets, during all or certain hours of the day, including but not limited to, between the hours of 2 a.m. and 6 a.m.;

L. The City currently prohibits any wires, pipes or conduit to be placed in or upon any street within the City unless such wires, pipes or conduit are permitted by an encroachment permit issued by the City (ESMC Section 9-2-6);

M. The City Council is concerned about the potential hazards posed by cords, hoses, cables and wires strewn on City streets and sidewalks between Oversized Vehicles, Recreational
Vehicles, and Trailers, and private residences, and desires to prohibit such items in the public right-of-way.

SECTION 7: Section 8-1-1 of the El Segundo Municipal Code (ESMC) is amended to add the following definitions in alphabetical order:

"Oversized Vehicle" means any vehicle, as defined by Section 670 of the California Vehicle Code, or combination of vehicles, which exceeds twenty-two feet in length, seven feet in width, or eight feet in height, exclusive of projecting lights or devices allowed by Section 35109 or 35110 of the California Vehicle Code, as may be amended. The term "Oversized Vehicle" does not include pickup trucks or sport utility vehicles that are less than twenty-five feet in length and eighty-two inches in height.

"Police Department" means the El Segundo Police Department.

"Recreational Vehicle" has the same meaning as Section 18010 of the Health and Safety Code.

"Trailer" means a trailer, semitrailer, camp trailer (including tent trailers), unmounted camper, or trailer coach as defined in Sections 242, 243, 550, 630, 635, and 636 of the California Vehicle Code, or fifth-wheel travel trailer, as defined in Section 324 of the Vehicle Code. The term "Trailer" includes trailers that are attached to another vehicle by means of a hitch or otherwise, and trailers that are not attached to another vehicle (i.e., "detached" trailers).

SECTION 8: Section 8-5-6 of the ESMC is amended as follows:

A. Seventy-Two Hours: Except as otherwise provided in this Chapter, No person who owns or has possession, custody or control of any vehicle shall park the vehicle upon any street or alley for more than a consecutive period of seventy-two (72) hours.

B. Forty-Eight Hours For Certain Vehicles: Except as otherwise provided in this chapter, it is unlawful for any person to park or stand any trailer, camp car or any other similar type of equipment owned, operated or controlled by such person, in or upon any public street, court, drive, alley or other public place in the city for more than forty-eight (48) consecutive hours within any period of seven (7) days.

SECTION 9: Chapter 5, Article B of Title 8 of the ESMC is amended to add the following new section:

"Section 8-5B-10. Cords Associated with Oversized Vehicles, Recreational Vehicles and Trailers on Public Streets.
No person may run electrical cords, extension cords, hoses, cables, wires or other similar items across, above or on the parkway or sidewalk from a residential or commercial property to an Oversized Vehicle, Recreational Vehicle or Trailer parked on a public street or highway."

SECTION 10: Chapter 5 of Title 8 of the ESMC is amended by adding a new Article G to read as follows:

"ARTICLE G. OVERSIZED VEHICLE, RECREATIONAL VEHICLE AND TRAILER PERMIT PARKING"

8-5G-1: Purpose.

This article is adopted pursuant to the City’s police powers, California Constitution article XI, section 11 and California Vehicle Code sections 22507 and 22507.5, and any successor statute or regulation, to allow permit parking in specified areas within the City’s jurisdiction.

8-5G-2: Parking Prohibited, Exceptions.

A. No person may park or leave standing any Trailer, Recreational Vehicle or Oversized Vehicle on any public street or highway in the City between the hours of 2 a.m. through 6 a.m.

B. No person may park or leave standing any Trailer, Recreational Vehicle or Oversized Vehicle on any public street or highway in the City within twenty-five feet (25’) of any intersection.

C. Exceptions. The prohibition stated in subsection A does not apply:
   1. To any Trailer, Recreational Vehicle or Oversized Vehicle for which a valid Oversized Vehicle Parking Permit has been issued and is properly displayed, in accordance with this Article.
   2. To any vehicle for which a valid Oversized Vehicle Handicap Parking Permit has been issued and is properly displayed, in accordance with this Article.
   3. To any Oversized Vehicle or Trailer for which an encroachment permit has been duly issued by the City.
   4. To any Trailers, Recreational Vehicles or Oversized Vehicles parked or left standing as a result of a mechanical breakdown so as to allow the performance of emergency repairs on the vehicle for a period not to exceed twenty-four (24) hours.
   5. To any commercial vehicles making pickups or delivery of goods, wares or merchandise, or while providing services to a residence, including, but not
limited to yard maintenance, pool care and maintenance, repair and construction services.

6. To any tow trucks and similar vehicles that are in the course of providing services.

7. To any public or utility vehicles and trailers that are in the course of providing services.

8. To any motor coach or bus that is operated by a common carrier of passengers for hire that is associated with a hotel in the City and is parked adjacent to the hotel.

9. To any public emergency vehicle.

10. During any state of emergency declared by the City Council to exist within the City of El Segundo.

8-5G-3: Oversized Vehicle Resident Registration Program.

The purpose of the Oversized Vehicle Resident Registration Program is to have an index of all Oversized Vehicles, Recreational Vehicles and Trailers that are owned by residents and parked within the City. The one-time registration is valid for the life of the vehicle and is signified by a sticker that is issued by the Police Department. Registration alone does not allow an Oversized Vehicle, Recreation Vehicle or Trailer to park at all times on City public streets or highways. Rather, once such a vehicle has been registered with the City, the owner may apply for Oversized Vehicle Parking Permits pursuant to this Article.

8-5G-4: Registration of Oversized Vehicles, Recreational Vehicles or Trailers.

A. Each person registering an Oversized Vehicle, Recreational Vehicle or Trailer with the City must file with the Police Department a completed application containing the following:

1. The name, address, and phone number of the registered owner of designated Oversized Vehicle, Recreational Vehicle or Trailer;

2. The name, address, and phone number of the applicant for the permit;

3. Proof of residency, which must be current and must include the following: California Driver's License or California Identification Card and one of the following: Property Tax Bill or Public Utility Bill (telephone bills are not acceptable).

4. The registration from the California Department of Motor Vehicles for the Oversized Vehicle or Trailer that shows the Oversized Vehicle, Recreational Vehicle or Trailer is registered to a resident of the City of El Segundo;

5. The license number, make, and model of designated Oversized Vehicle,
Recreational Vehicle or Trailer; and
6. Any additional information the Police Department may require.

B. The applicant must sign the application under penalty of perjury.

C. The applicant must pay any applicable fees in an amount set by City Council resolution.

D. The Police Chief or designee must issue an Oversized Vehicle Resident Registration Sticker to each person who submits a completed application, pays the registration fee set by City Council resolution, and otherwise meets the requirements of this Article. The Registration Sticker must be issued within 10 working days from the date all requirements have been met.

E. The Oversized Vehicle Resident Registration Sticker must be displayed on the left side of the rear bumper of the Oversized Vehicle, Recreational Vehicle or Trailer that has been registered with the City. The sticker must be displayed in a manner so that it is clearly visible from the street.

8-5G-5: Oversized Vehicle Parking Permits.

A. The purpose of the Oversized Vehicle Parking Permits is to give owners of Oversized Vehicles, Recreational Vehicles and Trailers the opportunity, for a limited time, to park the Oversized Vehicle, Recreational Vehicle or Trailer on a public street or highway adjacent to their residence, and to allow an out-of-town visitor who owns an Oversized Vehicle, Recreational Vehicle or Trailer to park on a public street or highway adjacent to the residence which the out-of-town visitor is visiting for a limited time period. For purposes of this article, the phrase “adjacent to the residence” means as close as practicable to the residence, but no more than 400 feet from the residence.

B. A duly issued Oversized Vehicle Parking Permit only allows an otherwise prohibited vehicle to lawfully park on a City street or highway from 2:00 a.m. to 6:00 a.m. for two consecutive days. The permit does not allow the vehicle or trailer to be parked in an otherwise unlawful manner.


A. Each person who seeks an Oversized Vehicle Parking Permit for an Oversized Vehicle, Recreational Vehicle or Trailer that is currently registered with the City must:
   1. Have registered their Oversized Vehicle, Recreational Vehicle or Trailer and permanently affixed the Oversized Vehicle Residential Sticker to their vehicle or trailer in conformance with Section 8-5G-3 of this Article.
   2. File with the Police Department a completed application form containing the following:
a. The dates for which the permit is requested;
b. The dates and duration of any and all Oversized Vehicle Parking Permits issued to the applicant within the immediately preceding 90-day period;
c. Any additional information the Police Department may require.
3. Pay any applicable permit fee set by City Council resolution.

B. Each person who seeks an Oversized Vehicle Parking Permit for an Oversized Vehicle, Recreational Vehicle or Trailer that is not currently registered with the City must:
   1. Be a guest of a resident of the City, and not a resident of the City.
   2. File with the Police Department a completed application form containing the following:
      a. The name, address, and phone number of the registered owner of designated Oversized Vehicle or Trailer;
      b. The name, address, and phone number of the applicant for the permit;
      c. The registration from the California Department of Motor Vehicles, or equivalent agency in another state, for the Oversized Vehicle, Recreational Vehicle or Trailer;
      d. The name, address, and phone number of the resident that is being visited;
      e. The license plate number, make, and model of designated Oversized Vehicle or Trailer;
      f. The dates for which the permit is requested;
      g. The dates and duration of any and all Oversized Vehicle Parking Permits issued to the applicant during the current calendar year;
      h. The dates and duration of any and all Oversized Vehicle Parking Permits issued to the resident being visited during the current calendar year; and
      i. Additional information the Police Department may require.
   3. Sign the application under penalty of perjury.
   4. Pay any applicable permit fee set by City Council resolution.

C. The Police Chief or designee must issue an Oversized Vehicle Parking Permit to each person who submits a completed application, pays the registration fee set by City Council resolution, and otherwise meets the requirements of this Article. Oversized Vehicle Parking Permit(s) must be issued within two working days from the date all requirements have been met.

D. Oversized Vehicle Parking Permits issued by the Police Chief or designee must include the license plate number of the designated Oversized Vehicle, Recreational Vehicle or Trailer, the date of issuance, and the day of its expiration.

E. Permits must be displayed in the vehicle for which it has been issued. The permit must be affixed on the lower driver’s side of the windshield or the driver’s window so that it is clearly visible from the street and from the exterior of the vehicle. For those vehicles without windows, such as a Trailer, permits must be
displayed on the side of the Trailer so that it is clearly visible from the street, which
is usually the left side of the Trailer.

8-5G-7: Oversized Vehicle Parking Permits – Duration.

A. For an Oversized Vehicle Parking Permit that is issued for a registered
vehicle pursuant to subsection A of Section 8-5G-6, the permit is valid for two
consecutive days. An Oversized Vehicle Parking Permit will allow an otherwise
prohibited vehicle to lawfully park on a City street or highway from 2:00 a.m. to
6:00 a.m. one day and 2:00 a.m. to 6:00 a.m. the following day. Upon expiration of
the permit, the applicant may apply for and be granted additional Oversized
Vehicle Parking Permits if the applicant still qualifies under the conditions set forth
in this Article. An applicant may request no more than two consecutive Oversized
Vehicle Parking Permits (to allow an otherwise prohibited vehicle to lawfully park
on a City street or highway from 2:00 a.m. to 6:00 a.m. for four consecutive days)
at one time. An applicant may request no more than 12 two-day Oversized Vehicle
Parking Permits per quarter. A “quarter” for purposes of this section is January
through March, April through June, July through September, and October through
December of each calendar year.

B. For an Oversized Vehicle Parking Permit that is issued for a vehicle that is
not registered pursuant to subsection B of Section 8-5G-6, the permit is valid for
two consecutive days. An Oversized Vehicle Parking Permit will allow an otherwise
prohibited vehicle to lawfully park on a City street or highway from 2:00 a.m. to 6:00
a.m. one day and 2:00 a.m. to 6:00 a.m. the following day. Upon expiration of the
permit, the applicant may apply for and be granted additional Oversized Vehicle
Parking Permits if the applicant still qualifies under the conditions set forth in this
Article. The Oversized Vehicle Parking Permit must be associated with the
residence being visited. An applicant may request no more than two Oversized
Vehicle Parking Permits (to allow an otherwise prohibited vehicle to park from 2:00
a.m. to 6:00 a.m. for four consecutive days) at one time. An applicant may request
no more than 12 two-day permits per quarter and no more than 48 of such permits
per calendar year.

8-5G-8: Oversized Vehicle Handicap Parking Permits.

A. Purpose. The purpose of authorizing the issuance of Oversized Vehicle
Handicap Parking Permits is to allow a handicapped person to park a designated
Oversized Vehicle on a street/highway directly in front of (or the side of the property
if it is a corner lot) their residence.

B. Requirements. In order to be eligible to receive an Oversized Vehicle
Handicap Parking Permit, both of the following requirements must be met:

1. The applicant must be entitled to receive a handicapped placard or license
plate pursuant to the provisions of the California Vehicle Code;
2. The Oversized Vehicle is the only vehicle owned by the resident and is required to meet the daily transportation needs of the resident.


A. Each person desiring an Oversized Vehicle Handicap Parking Permit must:
   1. Have registered their Oversized Vehicle, Recreational Vehicle or Trailer and permanently affixed the Oversized Vehicle Residential Sticker to their vehicle in conformance with this Article.
   2. File with the Police Department a completed City application form containing the following:
      a. The name, address, and phone number of the registered owner and applicant of designated Oversized Vehicle;
      b. The license number, make, and model of designated oversized vehicle;
      c. The year for which the permit is requested;
      d. The years of any and all previous Oversized Vehicle Handicap Parking Permits issued to the applicant;
      e. Additional information the Police Department may require;
   3. Sign the application under penalty of perjury.

B. The Police Chief or designee must issue an Oversized Vehicle Handicap Parking Permit to each person who submits a completed application and otherwise meets the requirements of this Article. Oversized Vehicle Handicap Parking Permit(s) must be issued within 10 working days from the date all requirements have been met.

C. Oversized Vehicle Handicap Parking Permits issued by the Police Chief or designee must include the license plate number of the designated Oversized Vehicle, the date of issuance and the day of its expiration.

D. Oversized Vehicle Handicap Permits must be issued without any fees.

E. Permits must be displayed in the vehicle for which it has been issued. The permit must be affixed on the lower driver's side of the windshield or the driver's window so that it is clearly visible from the street and from the exterior of the vehicle.


Oversized Vehicle Handicap Parking Permits are valid for a period of one year, so long as the permit holder meets the requirements of this section relating to such permits. Permits may be renewed on an annual basis.

8-5G-11: Permit Denial.
An Oversized Vehicle Parking Permit or an Oversized Vehicle Handicap Parking Permit must be denied if the Police Chief or designee finds that:

1. The applicant or the person the applicant is visiting is not a bona fide City resident;
2. The out-of-town visitor is not a guest of the resident;
3. Information submitted by the applicant is materially false; or

4. If the application is for an Oversized Vehicle Handicap Permit, the applicant is not entitled to receive a handicap placard or license plate under the California Vehicle Code; or the Oversized Vehicle is not the applicant’s only vehicle.

8-5G-12: **Penalties for Violations, Review Request.**

A. Unless otherwise specified, any person who violates any provision in this Article is guilty of an infraction and will be subject to citation, towing, or both.

B. Every person who displays a fraudulent, forged, altered, or counterfeit Oversized Vehicle Parking Permit or Permit number with the intent to avoid compliance with this Article is guilty of a misdemeanor.

C. Every person who displays a fraudulent, forged, altered, or counterfeit Oversized Vehicle Handicap Parking Permit or Permit number with the intent to avoid compliance with this Article is guilty of a misdemeanor.

D. Every person who displays a fraudulent, forged, altered, or counterfeit Oversized Vehicle Resident Registration Sticker with the intent to avoid compliance with this Article is guilty of a misdemeanor.

E. Every person who forges, alters, or counterfeits an Oversized Vehicle Parking Permit, an Oversized Vehicle Handicap Parking Permit, or an Oversized Vehicle Resident Registration Sticker is guilty of a misdemeanor.

F. Every person who is issued a notice of parking violation pursuant to this Article may request review of that notice under California Vehicle Code section 40215 et seq.

8-5G-13: **Application of Regulations.**

A. The prohibitions in this Article apply at all times, or at those times specified, except when it is necessary to stop a vehicle to avoid conflict with other traffic or to comply with the directions of a police officer or official traffic control device.

B. The time limitations on standing or parking in this Article do not relieve any person from the duty to observe other and more restrictive provisions of the
California Vehicle Code or this Code prohibiting or limiting the standing or parking of vehicles in specified places or at specified times.

C. Nothing in this Article may be construed to permit vehicle habitation on a public street as prohibited by Section 7-6-1 of this Code.”

SECTION 6: Implementation Period; Effective Date.

A. There will be an implementation period during which the ordinance will not be enforced. The implementation period will start on the effective date of the ordinance and will end on March 31, 2017. The purpose of the implementation period is to give owners of Oversized Vehicles, Recreational Vehicles and Trailers the opportunity to register their vehicles with the City. The registration will consist of completing an application and submitting the required supporting documentation.

B. Effective April 1, 2017, only Oversized Vehicles, Recreational Vehicles and Trailers with a City of El Segundo Oversized Vehicle Resident Registration Sticker will be allowed to park on any public street or highway in the City between the hours of 2 a.m. and 6 a.m. Effective April 1, 2017, Oversized Vehicles, Recreational Vehicles and Trailers without a City of El Segundo Resident Registration Sticker parked on a public street or highway between the hours of 2 a.m. and 6 a.m., will be in violation of, and subject to the penalty provisions of, this ordinance.

C. Effective April 1, 2017, no Oversized Vehicle or Recreational Vehicle will be allowed to park on any public street or highway in the City without displaying a valid Oversized Vehicle Parking Permit or Oversized Vehicle Handicap Parking Permit between the hours of 2 a.m. and 6 a.m.

SECTION 7: Environmental Review. This ordinance is exempt from environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because it consists only of minor revisions and clarifications to existing regulations. It does not portend any new development and does not relax existing regulatory restrictions on future development. This ordinance, therefore, does not have the potential to cause significant effects on the environment. Consequently, it is exempt from CEQA review under 14 Cal. Code Regs. § 15061(b)(3).

SECTION 8: Severability. 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 9: Construction. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.
SECTION 10: *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 11: 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 12: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ___ day of ____________, 2017.

______________________________
Suzanne Fuentes, Mayor

APPROVED AS TO FORM:

______________________________
Mark D. Hensley, City Attorney

ATTEST:

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 ___ day of __________, 2017, 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 ___ day of __________, 2017, and the same was so passed and adopted by the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

Tracy Weaver, City Clerk
AGENDA DESCRIPTION:
Consideration and possible action regarding step placement for a newly promoted employee to the Management/Confidential class of Information Systems Manager (Fiscal Impact: $3,325)

RECOMMENDED COUNCIL ACTION:
(1) Approve the recommended step placement within the Information Systems Manager salary range; and/or,
(2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $168,664
Additional Appropriation: No
Account Number(s): 001-400-2505-XXXX Salaries

STRATEGIC PLAN:
Goal: 2  Develop As A Choice Employer & Work Force
Objective: 1  Fill existing vacancies to the extent possible.

ORIGINATED BY:  Brian Evanski, Police Captain
REVIEWED BY:  Mitch Tavera, Chief of Police
APPROVED BY:  Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Administrative Code Section 1A2.087, which governs promotions into Management/Confidential classes, states that employees so promoted shall enter into the higher classification at the lowest rate of compensation which exceeds by not less than five percent (5%) the base rate of compensation, unless otherwise ordered by City Council. Pursuant to this Code Section, staff is requesting City Council approval to appoint newly promoted City employee, Scott Kim, to Step B of the Information Systems Manager salary range for a monthly base salary of $10,109, which represents more than five percent (5%) increase in base salary.

Mr. Scott Kim was hired by the City on August 26, 2013 as an Information Systems Specialist. During this time, he was responsible for leading and implementing various information systems projects for the City, and supervising the “Helpdesk” unit for the Division. Mr. Kim attained
Step D of the Information System Specialist salary range ($8,117) on February 20, 2016, and was on track to achieve Step E ($8,472) on February 20, 2017.

On November 14, 2015, Mr. Kim was appointed to Acting IS Manager. During this 13 month period, he successfully managed all aspects of the IS Division. In January 2017, Mr. Kim successfully competed in the examination process for Information Systems Manager and was selected for the position. His appointment was announced on January 21, 2017.

In an effort to recognize Mr. Kim’s accomplishments and contributions to the City, staff is recommending he be placed at Step “B” of the Information Systems Manager salary range. While Step “A” ($9,679) of the Information Systems Manager salary range would provide Mr. Kim with the minimum five percent (5%) increase to his base salary, staff believes Mr. Kim’s background, technical knowledge, and proven abilities during his “Acting” assignment warrant advanced placement within the salary range.

Additionally, it should be noted that because of his move from the Supervisory & Professional Employee Association to the Management/Confidential class, Mr. Kim’s total annual compensation is estimated to decrease approximately $4,892. This is due primarily to the elimination of education incentive pay and overtime.

*Scott Kim’s salary:*

*Current -*

*IS Specialist Step D (43sD) + Acting Assignment Pay Total Annual Compensation = $173,556*

*Future -*

*IS Manager Step B (54mB) Total Annual Compensation = $168,664*
AGENDA DESCRIPTION:
Consideration and possible action to introduce an ordinance reauthorizing Ordinance No. 1418 regarding the Public, Educational, and Governmental (PEG) access support fee concerning State Video Franchise agreements. (Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:
1. Introduce for First Reading of Ordinance to reauthorize Ordinance 1418 and the PEG fee; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Proposed Ordinance

FISCAL IMPACT: None

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STRATEGIC PLAN:

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<tr>
<th>Goal:</th>
<th>El Segundo’s engagement with the community ensures excellence</th>
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<tr>
<td>Objective:</td>
<td>The City is transparent regarding services and performance</td>
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<td>City communication is comprehensive and integrated</td>
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ORIGINATED BY: Dan O’Toole, TV Program Manager

REVIEWED BY: Meredith Petit, Director of Recreation and Parks

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

In 2006, the California Legislature adopted the Digital Infrastructure and Video Competition Act ("DIVCA"), which changed the manner in which video services are regulated by replacing local franchising with a state franchising system administered by the Public Utilities Commission (PUC).

DIVCA requires state franchise holders to offer PEG channels to each community in which they operate. DIVCA also authorizes cities to adopt an ordinance imposing a fee on state franchise holders to support PEG programming facilities.

The City Council established such a fee on April 1, 2008, by adopting Ordinance No. 1418 to require video service providers who have been issued a State Franchise to pay the City of El
Segundo a PEG access fee of 2% of the video service provider’s gross revenues. For Fiscal Year 2015-2016 the total for PEG support fees collected was $94,776, with $29,235 from AT&T and $65,541 from Time Warner/Spectrum.

DIVCA also provides, however, that any ordinance adopting a PEG access fee “shall expire, and may be reauthorized, upon the expiration of the state franchise.” (Public Utilities Code § 5870).

Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company d/b/a AT&T California (“AT&T”) received a state video franchise to operate within the City on March 30, 2007. This franchise will expire on March 30, 2017, and has notified the City that they have submitted an application to the State for renewal.

The City’s PEG fee will therefore expire on March 30, 2017, unless the City Council reauthorizes the fee. The proposed Ordinance (attached) would reauthorize Ordinance No. 1418 and the City’s PEG fee and therefore preserve funding available to support PEG programming facilities. If introduced, the proposed Ordinance will be brought back to the City Council for second reading; if adopted at second reading, it would take effect 30 days after adoption.
ORDINANCE NO. _____

AN ORDINANCE REAUTHORIZING ORDINANCE NO. 1418 AND THE CITY’S PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS SUPPORT FEE

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

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

A. Public Utilities Code §5870(n), which was enacted as part of the Digital Infrastructure and Video Competition Act of 2006, authorized the City to adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational and governmental access channel facilities (commonly referred to as “PEG fee”);

B. On April 1, 2008, the City adopted Ordinance No. 1418 establishing its PEG fee, which is codified in El Segundo Municipal Code § 9-6-27; the fee is two percent (2%) of gross revenues and is used for capital expenses associated with PEG access facilities;

C. By operation of state law, the ordinance expires upon the expiration of a state franchise; but the law also allows the ordinance to be reauthorized by the City;

D. Pacific Bell Telephone Company dba SBC Pacific Bell Telephone Company dba AT&T California received a state video franchise (Franchise No. 0002) to operate within the City on March 30, 2007. The franchise will expire on March 30, 2017;

E. The City Council desires to reauthorize Ordinance No. 1418 and the PEG fee as permitted by state law to ensure that the City can continue to collect the PEG fee.

SECTION 2: Reauthorization. The City Council hereby reauthorizes Ordinance No. 1418 and the fee it established on state-franchised video service providers to support public, educational and governmental channel facilities codified. The fee is codified in El Segundo Municipal Code § 9-6-27 and shall remain unchanged and in full effect as to all state-franchised video service providers.

SECTION 3: 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 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 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 day following its passage and adoption.

PASSED AND ADOPTED this ___ day of ____________, 2017.

Suzanne Fuentes, Mayor

ATTEST:

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 ___ day of ____________, 2017, 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 ___ day of ____________, 2017, 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
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of Environmental Assessment No. EA-1064 and Zone Text Amendment No. ZTA 14-01 to amend the development standards regarding two-story homes and second story additions in the City’s R-1, single-family residential zone; create new definitions and amend certain existing definitions contained in the El Segundo Municipal Code; and amend the parking requirements for single-family residences.
(Fiscal Impact: None with this action.)

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code Regulations § 15301 as a Class 1 (existing facilities), § 15303 as a Class 3 (new construction or conversion of small structures), and § 15304 as a Class 4 (minor alteration to land) categorical exemptions.

RECOMMENDED COUNCIL ACTION:
1. Waive second reading and adopt Ordinance No. 1547 for Environmental Assessment No. EA-1064 and Zone Text Amendment No. ZTA 14-01; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. 1547

FISCAL IMPACT: None.

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STRATEGIC PLAN:
Goal: Enhance customer service and engagement
Objective: City services are convenient, efficient and user-friendly for all residents and businesses.

PREPARED BY: Eduardo Schonborn, AICP, Principal Planner
REVIEWED BY: Gregg McClain, Planning Manager
Sam Lee, Planning and Building Safety Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
On February 7, 2017, the City Council introduced an Ordinance amending the development standards regulating story homes and second story additions in the City’s R-1, single-family
residential zone; creating new definitions and amend certain existing definitions contained in the El Segundo Municipal Code; and amending the parking requirements for single-family residences.

The Council may waive second reading and adopt the Ordinance. If the Ordinance is adopted by the City Council at its February 21st meeting, the effective date of the Ordinance will be March 24, 2017, which is thirty (30) days from the adoption date.
ORDINANCE NO. 1547

AN ORDINANCE AMENDING TITLE 15 OF THE EL SEGUNDO MUNICIPAL CODE REGARDING REGULATIONS FOR PROPERTIES IN THE SINGLE-FAMILY RESIDENTIAL (R-1) ZONE, DEFINITIONS AND THE PARKING REQUIREMENTS FOR SINGLE-FAMILY RESIDENCES.

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

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

A. On April 5, 2016, the City Council directed Staff to prepare a Zoning Code Amendment that would clean up the R-1 Zone development standards and improve/eliminate modulation requirements for the Planning Commission’s and City Council’s consideration;

B. On September 22, 2016, the Planning Commission formed the R1 Modulation Subcommittee comprised of seven members, including members from the Council, Planning Commission, local residents and architects. The subcommittee was tasked with exploring alternatives to the current modulation standards that regulate second stories in the R1, Single-Family residential zone, and to propose alternatives to the concept or the language of the regulations contained in the City’s Zoning Code.

C. The R1 Subcommittee formulated draft regulations to address second story residential structures.

D. On November 10, 2016, the Planning Commission conducted a public forum to review the Subcommittee’s draft development standards for two-story homes and second story additions in the R1 zone, and provide staff with feedback on the draft regulations.

E. The City reviewed the project’s environmental impacts under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”), and the City’s Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

F. On January 12, 2017, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed amendments, including, without limitation, information provided to the Planning Commission by City staff and public testimony;

G. On January 12, 2017, the Planning Commission adopted Resolution No. 2810 recommending the City Council approve Environmental Assessment No. EA-1064 and Zone Text Amendment No. ZTA 14-01;
J. On February 7, 2017, the City Council held a public hearing and considered the information provided by City staff and public testimony regarding this Ordinance; and

K. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its February 7, 2017 hearing and the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Environmental Assessment. Pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Sections 21000 et. seq. ("CEQA"), the State's CEQA Guidelines, California Code of Regulation, Title 14, Section 15000 et. seq., and the City's Local CEQA Guidelines, the proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 because it consists only of minor revisions and clarifications to existing zoning regulations and procedures related thereto and will not have the effect of substantially changing any regulatory standards or findings required therefor. The proposed Ordinance is an action that does not have the potential to cause significant effects on the environment, but rather will help reduce the impact of new construction in residential zone property on the environment. Accordingly, the proposed Ordinance constitutes a Class 1 (existing facilities), Class 3 (new construction or conversion of small structures), and Class 4 (minor alteration to land) categorical exemptions. In addition, this ordinance constitutes a component of the ESMC which the Planning Commission determined to be consistent with the General Plan FEIR. Further, any environmental impacts associated with this ordinance are adequately addressed in the General Plan FEIR. Consequently, no further environmental review is required.

SECTION 3: Factual Findings and Conclusions. The City Council finds, without limitation, that the proposed ordinance to amend ESMC §15-4A regulating the single-family residential (R-1) zone would result in the following:

A. The proposed amendment to the ESMC modifies ESMC Chapters 15-4A regulating Single-Family Residential (R-1) Zone Site Development Standards; 15-1 Definitions; and 15-15-6A, parking requirements for single-family residences.

B. The General Plan Land Use designation for the affected properties in the Single-Family Residential (R-1) Zone is Single-Family Residential.

C. It replaces an inaccurate setback diagram for parcels 25 feet or less in width.

D. Deletes the modulation requirements, and deletes the building wall modulation using architectural features requirements for lots 40-feet wide or wider.

E. Creates a maximum floor area ratio (FAR) for lots 40-feet wide or wider, with standards that include a maximum FAR, limits the size of second stories, and defines the areas that constitute floor area in on R1 zoned properties.
F. It deletes redundant language by expressing numbers as digits, rather than a combination of using digits and writing out the number in words.

G. It increases the threshold for requiring a 3rd parking space, from 3,000 square feet of floor area to 3,500 square feet of floor area.

H. It updates certain existing definitions, and creates new definitions for residential areas, features, structures or improvements found in the R1 zone standards.

I. The proposed amendment to the ESMC that modifies Chapters 15-4A regulating Single-Family Residential (R-1) Zone Site Development Standards; 15-1 Definitions; and 15-15-6A parking requirements for single-family residential relate only to the new construction of a single-family residence in the City’s R-1 Zone, an urbanized area; alterations and additions to existing residential structures in the R-1 Zone that involve negligible expansion of an existing use; repair and maintenance of existing residential structures in the City’s R-1 Zone that involve no expansion beyond what is permitted in the R-1 Zone; and new construction of accessory structures including garages, carports and patios in the City’s R-1 Zone.

SECTION 4: General Plan Findings. As required under Government Code § 65860 the ESMC amendments proposed by the Ordinance are consistent with the El Segundo General Plan as follows:

A. The amendment conforms with the Land Use Element Goals, Objectives and Policies. Specifically, the amendment is consistent with Goal LU1, Objective LU1-1, Goal LU3, in that the amendment as a comprehensive whole create polices, design standards, and helps create a sense of place for the entire City; preserves and maintains the City's low-medium density residential nature, with low building height profile and character, and minimum development standards; adopting the amendment ensures the preservation, protection and extension of existing single-family residential uses; and promotes the health, safety, and wellbeing of the people of El Segundo by adopting standards for the proper balance, relationship, and distribution of the residential land uses at all times in accordance with applicable law.

B. The proposed text amendment to the Single-Family (R-1) Zone Site Development Standards, Definitions, Open Space Encroachments and Off-Street Parking Requirements conforms with the General Plan. The proposed changes do not modify or increase the maximum density of dwelling units per acre currently allowed in the Single-Family Residential Land Use designation. As a result, the proposed Zone Text Amendment conforms to the Land Use Element of the General Plan.

C. The amendment conforms to the Land Use Element Goals, Objectives and Policies. Specifically, the amendment is consistent with Goal LU1 and Objectives LU1-1 and LU3-2, in that the minor code changes make corrections to existing exhibits and code language and clarifies the Single-Family Residential (R-1) Zone
regulations. The R-1 Zone establishes comprehensive regulations to preserve and maintain the City's low-medium density residential nature, with low building height profile and character. Large portions of the City are zoned R-1 and maintaining the character of these areas is essential to the continuation of El Segundo’s “small town” atmosphere.

D. The text amendment complies with Objective LU 1-5.6 in that the changes to the existing language to clarify and update regulations and correct errors in the R-1 regulations will make it easier for projects to demonstrate consistency with the City’s Zoning Ordinance.

E. The text amendment is consistent with the Single-Family (R-1) Residential Land Use designation in that the proposed changes do not modify or increase the maximum density of dwelling units per acre currently allowed by the R-1 designation.

SECTION 5: Zone Text Amendment Findings. In accordance with ESMC § 15-4A and based on the findings set forth in Section 3, the proposed Zone Text Amendment is consistent with the goals, policies, and objectives of the General Plan as follows:

A. It is consistent with the purpose of the ESMC, which is to serve the public health, safety, and general welfare and to provide the economic and social advantages resulting from an orderly planned use of land resources.

B. It is necessary to facilitate the development process and ensure the orderly development of single-family residences since the proposed amendment corrects errors and clarifies the standards contained in the zoning regulations for the Single-Family (R-1) Residential Zone.

SECTION 6: El Segundo Municipal Code (ESMC) §15-1-6 “Definitions” is amended to add or amend the follow definitions:

“15-1-6: DEFINITIONS:

* * *

ACCESSORY BUILDING OR STRUCTURE: A building or structure that is physically detached from, on the same lot as, and incidental and subordinate to the principal building or structure. “Accessory building or structure” includes, but is not limited to, accessory dwelling units, garages, gazebos, greenhouses, playhouses, storage and tool sheds, and workshops.

ACCESSORY USE: A use of a portion of land or building that is customarily and clearly incidental and subordinate to the principal use of the land or building, is located on the same lot as the principal use and is dependent upon the principal use for the majority of its utilization or activity. Accessory uses typically are very small in proportion to the principal use.
ATTACHED: Having a wall or roof in common with another structure, when referring to dwelling units or garages.

ATTIC: The space between the ceiling joists of the top floor or story and the roof of a building.

BALCONY: A covered or uncovered platform that can be used as a walking surface, projecting outward from the vertical surface/ façade of a building or structure, and which is directly accessible from floor area located on the same level as the balcony.

BASEMENT: Any floor level below the first story in a building that is more than 4-feet below “grade” for more than 50-percent of the total perimeter, or is more than 8-feet below “grade” at any point.

BUILDING AREA: See “Floor Area (Gross)”.

CEILING: The upper interior surface of a room, opposite and directly above, the finish floor or walking surface.

DECK: An outdoor platform that can be used as a walking surface and outdoor gathering/activity area, typically extending outward from a house, structure, or other building.

DETACHED: Not having a wall or roof in common with another structure, when referring to dwelling units or garages.

DEWELLING:

DEWELLING UNIT, ACCESSORY: An attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:
(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.
(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

DWELLING, MULTIPLE-FAMILY: A building or portion of a building containing three or more dwelling units designed or arranged for occupancy by three or more households living independently in which they may or may not share common entrances and/or other spaces. Individual dwelling units may be owned as condominiums, or offered for rent.

DWELLING, PRIMARY (or MAIN STRUCTURE): The principal dwelling on a residential lot, which existed prior to the establishment of a secondary ("second unit") or accessory dwelling unit.

DWELLING, SINGLE-FAMILY: A building containing no more than one dwelling unit designed for occupancy by not more than one household.

DWELLING, TWO-FAMILY: A building containing no more than two dwelling units, designed or arranged for occupancy by two households living independently.

DWELLING UNIT: Any building or portion thereof that is used as a complete, independent living facility for one or more persons containing permanent provisions for living, sleeping, eating, cooking, and sanitation, as required by the California Building Code.

EAVE: The overhanging lower edge of a roof plane that extends up to 18-inches beyond the facade of a wall attached to said roof plane.

*   *   *

FLOOR: The horizontal, base surface of a room.

FLOOR AREA: The total horizontal area on all floors, stories or levels, as measured to the interior of a building’s perimeter walls, including all floors, stories or levels of the primary dwelling, attached and detached accessory dwelling units, habitable attic space, and accessory buildings. See Section 15-4A-6.F for additional details when calculating “floor area”.

FLOOR AREA (NET): The total horizontal area of all floors, stories or levels, as measured to the interior of a building’s perimeter walls. Space devoted to the following shall not be included when determining the total net floor area within a building or structure:
   A. Elevator shafts.
   B. Stairwells and stairway enclosures.
   C. Courts or atriums.
   D. Rooms exclusively holding building operating equipment.
E. Parking spaces at or above grade and access thereto; provided, that in commercial and manufacturing zones:
   1. Not less than the front 50-percent of the ground floor is devoted to commercial/manufacturing use; and
   2. At least one full level of parking below grade is provided.
F. Structures devoted exclusively to parking.
G. Restrooms in common areas of nonresidential buildings.
   In the M-1 Zone only, the total space devoted to high or medium bay labs may be multiplied by a factor of 0.5 to determine the net floor area.

FLOOR AREA RATIO: The floor area or net floor area of all buildings on a lot, divided by the lot area.

* * *

HABITABLE AREA: As defined by the California Building Code.

* * *

PORCH: An exterior appendage to a building forming a covered approach or vestibule to a doorway. The covering may have a separate roof from the building, and may have railings and/or supporting columns. (Sometimes referred to as a “Veranda”).

* * *

ROTUNDA: A round, domed feature, building or portion thereof containing high interior vertical space between the floor and ceiling above.

* * *

STORY: That portion of building included between the surface of any floor and the surface of the next floor above it; or, if there is no floor above, then the space between such floor and the ceiling above. If the finished floor level directly above a usable or unused underfloor space is more than 6-feet above "grade" as defined herein for more than 50-percent of the total perimeter, or is more than 12-feet above "grade" as defined herein at any point, such usable or unused underfloor space shall be considered a "story".
Two Story Building

STORY, FIRST: The lowest story in a building which qualifies as a "story", as defined herein. In a building having only one floor level, said floor level shall be classified as the first story.

* * *

TRELLIS: A system of horizontal latticework supported on posts, designed to support growing vines and plants, or to provide partial shade for outdoor gathering/activity areas. (Also referred to as a "Pergola").

* * *

VERANDA: A porch, usually roofed and partly enclosed by a railing, which extends across the front and sides of a house.

* * *

SECTION 7: ESMC §15-4A-2 “Permitted Uses” is amended to read as follows:

“15-4A-2: PERMITTED USES:

Only the following uses and developments may be conducted or constructed in the R-1 zone:

A. Single-family dwellings; provided, that where a dwelling containing seven hundred (700) square feet or less exists on the rear portion of the lot and was placed thereon prior to, or for which a building permit was issued prior to December 26, 1947, in conformance to the requirements of ordinance 293 of the city, a second one-family dwelling may be erected on the front portion of the lot, whereupon the dwelling on the rear portion of the lot shall assume the status of a nonconforming use as defined herein, but may be expanded to a maximum of 700 square feet.
B. Parks, playgrounds, recreational areas (publicly owned and operated) but excluding ballparks, bleachers, swimming pools or other types of facilities where racing or contests are conducted or public amusement devices are for hire.

C. The renting of not more than 2 rooms to not more than 4 persons per dwelling unit.

D. The keeping of animals and pets in accordance with title 6, chapter 2 of this code.

E. A state authorized, certified or licensed family care home, foster family home, or group home serving 6 or fewer children.

F. A state authorized, certified or licensed residential facility, residential care facility, residential care facility for the elderly, intermediate care facility, developmentally disabled habilitative or nursing, or congregate living health facility, serving 6 or fewer persons.

G. Home occupations.

H. Small family daycare homes.

I. Large family daycare homes pursuant to section 15-4A-4 of this article.

J. One mobile or manufactured home subject to the following:

1. The mobile or manufactured home has been certified pursuant to the national manufactured housing construction and safety standards act of 1974, and has not been altered in violation of applicable codes; and

2. The mobile or manufactured home must be installed on a permanent foundation in compliance with all applicable building regulations and division 13, part 2 (commencing with section 18000) of the California Health and Safety Code.

K. Other similar uses approved by the Director, as provided by chapter 22 of this title."

SECTION 8: ESMC §15-4A-3 “Permitted Accessory Uses” is amended to read as follows:

“15-4A-3: PERMITTED ACCESSORY USES:

A. Any use customarily incidental to a permitted use.

B. Detached accessory buildings and structures, including private garages.

C. Play structures.

D. Accessory dwelling unit, pursuant to Article 15-4E (Accessory Dwelling Units) of this title.”
E. Other similar uses approved by the Director, as provided by chapter 22 of this title.

SECTION 9: ESMC §15-4A-4 "Large Family Daycare Facilities" is amended to read as follows:

"15-4A-4: LARGE FAMILY DAYCARE FACILITIES:

All large family daycare facilities must comply with the following provisions for a large family daycare permit:

A. Application: Applications for large family daycare permits must be submitted to the Director by a property owner or an applicant with the consent of the owner(s).

B. Notice To Adjacent Property Owners: At least 10 days prior to the date on which the Director will make a decision on the application, the department of Planning and Building Safety shall give written notice of the proposed use by mail or delivery to all owners shown on the last equalized assessment roll as owning real property, and all residents within a 500 foot radius of the exterior boundaries of the proposed facility, the owner of the subject property and the project applicant.

C. Request for Hearing: No public hearing will be held before a decision is made on the application unless a hearing before the planning commission is requested by the applicant or a property owner or resident within the 500 foot notification radius. If a hearing is requested, it shall be provided in accordance with section 15-27-5 of this title, except, both the owners and all residents within a 500 foot radius are required to be notified of the hearing. The applicant is required to pay an additional fee for the cost of the hearing.

D. Findings: Before a large family daycare permit may be granted, the Director or planning commission must make the following findings that the proposed facility:

1. Provides one off street parking space for each employee who drives to the facility and who requires a parking space.

2. Provides drop off facilities as necessary to avoid interference with traffic and to promote the safety of children.

3. Is not located within 300 linear feet of an existing large family daycare facility; provided, however, that the Director or planning commission shall disregard this requirement where the applicant can demonstrate that:
   a. The existing large family daycare facility is operating at full capacity; or
   b. The proposed facility meets the need for a particular service not provided by the existing large family daycare facility.

4. Complies with the noise element of the city's general plan.
5. Has been or will be licensed for such use by the state.

6. Complies with all state fire marshal requirements for large family daycare facilities, and with all local building and fire codes which apply to single-family residences.

E. Appeal: The decision of the Director may be appealed to the planning commission, and shall be processed as provided by chapter 25 of this title."

SECTION 10: ESMC §15-4A-5 "Uses Subject to Conditional Use Permit" is amended to read as follows:

"15-4A-5: USES SUBJECT TO CONDITIONAL USE PERMIT:

The following uses are permitted, subject to obtaining a conditional use permit, as provided by chapter 23 of this title.

A. Mobile home parks, subject to all applicable building regulations and division 13, part 2 (commencing with section 18000) of the California Health and Safety Code.
B. Other similar uses approved by the Director, as provided by chapter 22 of this title."

SECTION 11: ESMC §15-4A-6 "Site Development Standards for Lots Wider than Twenty Five Feet" is amended to read as follows:

"15-4A-6: SITE DEVELOPMENT STANDARDS FOR LOTS WIDER THAN TWENTY FIVE FEET:

All uses on lots that are wider than 25 feet within the R-1 zone must comply with the development standards contained in this section.

A. General Provisions:

1. As provided by chapter 2 of this title.

2. New dwelling units must be internally integrated and connected.

3. An addition to, or extension of, a dwelling unit, except a garage or an accessory dwelling unit, must share a common wall and be internally integrated and connected to the existing dwelling unit.

B. Height: The height of all buildings must not exceed 26 feet and 2 stories.
Height shall be measured from the finish grade or natural grade adjacent to the building or structure, whichever is lower.

C. Lot Area: A minimum of 5,000 square feet.

D. Setbacks:

1. Front and Rear Yards: The combined total of setbacks for the front and rear yards must be at least 30 feet with no front yard setback less than 22 feet and no rear yard setback less than 5 feet. Front yard setbacks for 2-car and 3-car garages located in the front half of a lot must comply with the standards contained in subsection G of this section.

a. Permitted Front Yard Setback Encroachments:

(1) Porches or verandas in a front yard setback not fully enclosed on 3 sides (railings and/or columns permitted) may encroach into the front setback a maximum of 6 feet;

(2) The first floor front yard setback facing exterior wall of a dwelling may encroach up to 2 feet for a width not exceeding 30 feet when a first floor porch or veranda, not fully enclosed on three sides, is also projecting into the front yard setback. The total amount of encroachment may not exceed 6 feet in depth combined for both the dwelling structure and a porch or veranda, for a maximum 50-percent of the building width not to exceed 30 feet;

(3) Courtyards (with walls not exceeding 42 inches in height) may encroach into the front yard setback a maximum of 6 feet and 50-percent of the building width not to exceed 20 feet;

(4) Raised decks not greater than 24 inches above adjacent grade constructed in conjunction with a lattice deck cover not greater than 10 feet above adjacent grade may encroach into the front yard setback a maximum of 6 feet in depth and 50-percent of the building width not to exceed 20 feet;
(5) Lattice patio covers not greater than 10 feet above adjacent grade may encroach into the front yard setback a maximum of 6 feet in depth and 50-percent of the building width not to exceed 20 feet;

(6) Architectural elements such as towers or turrets not greater than 8 feet in diameter may encroach into the front setback a maximum of 4 feet;

(7) Pergolas not greater than 10 feet in overall height (as measured from lowest grade adjacent to the pergola, to the highest point of the pergola) that are attached to the dwelling may encroach into the front setback a maximum of 6 feet in depth and 50-percent of the width not to exceed 20 feet in width;

(8) An arbor or trellis, not exceeding 8 feet in overall height (as measured from lowest grade adjacent to the arbor or trellis, to the highest point of the arbor or trellis) and 8 feet in width may encroach into the front yard setback.

2. Side Yard: Structures must maintain a minimum setback on each side of the lot of 10-percent of the width of the lot, but can never be less than 3 feet and need not be more than 6 feet.

3. Setbacks for Detached Accessory Structures:

a) Detached accessory structures, including garages, must maintain a minimum setback on each side of the lot of 10-percent of the width of the lot, but may not be less than 3 feet and need not be more than 6 feet on the first floor.

b) The second floor of a detached accessory structure, including garages, must maintain a minimum setback on each side of the lot of 10-percent of the width of the lot plus an additional setback of 2 feet, but must not be less than 5 feet and need not be more than 8 feet.

c) Detached accessory structures, including garages, that are only one story in height and are located in the rear third of the lot, must maintain a minimum side setback of 2 feet.

d) Detached accessory structures that are 2 stories high, and located in the rear third of the lot, must maintain a minimum side setback of 2 feet on the first floor and a minimum 5 feet on the second floor.

e) Detached accessory structures must maintain a minimum setback of 3 feet from the rear property line on the first floor and must maintain a minimum setback of 5 feet from the rear property line on the second floor.

f) Rooftop decks with required railings are permitted on single-story accessory structures and on top of the single-story portions of two-story accessory
structures. Rooftop decks are not permitted on top of two-story accessory structures. Rooftop decks must maintain a minimum setback on each side of the lot of 10-percent of the width of the lot, plus an additional setback of 2 feet but can never be less than 5 feet, as measured from the property line to the required railing of the rooftop deck.

4. Side Yard, Reversed Corner: Reversed corner lots must have the following side yard with a triangular area described as follows: One angle must be formed by the rear and street side property lines, and the sides of this angle must be 15 feet in length, measured along the rear and street side property lines. The third side of this triangle must be a straight line connecting the 2 other lines at their endpoints. This triangular side yard setback area is in addition to the other side yard setback requirements described in subsection D2 of this section.

5. Rear Yard: Structures must maintain a minimum setback of 5 feet on the first and second floors.

6. Exceptions: Notwithstanding the provisions of this subsection D, the west side yard of 618 W. Oak Avenue, more particularly described as the north 142.5 feet of the south 285 feet of the east 50.265 feet of Lot 14, Block 9, Tract No. 1685, commencing 63 feet south of the front lot line and continuing south a distance of 30 feet, must be 3 inches in width so long as that certain structure located along that 30 foot distance which existed on January 11, 1973, remains in existence. Upon the removal or destruction of said building, this property is no longer exempt from this subsection D.

Notwithstanding the provisions of this subsection D, the south side yard of 724 Penn Street, more particularly described as the south 55 feet of the north 110 feet of Lot 8, Block 92, El Segundo Sheet No. 4, commencing 84 feet east of
the front lot line and continuing east a distance of 20 feet, must be 3 feet in width so long as that certain structure located along that 20 foot distance which existed on January 11, 1973, remains in existence. Upon the removal or destruction of said building, this property is no longer exempt from this subsection D.

E. Lot Width: Every lot created after the effective date hereof must maintain a width of not less than 50 feet at the required front yard setback line. However, any lot or parcel of land of record on May 14, 1954, having a street frontage not exceeding 200 feet, may be subdivided into 2 or more parcels having a width of not less than the average width of the narrowest 20 percent of the lots fronting on its block. The "block" is defined as the area on both sides of the street between the nearest intersecting streets. Each parcel must have an area of not less than 5,000 square feet.

F. Floor Area Ratio;

1. The maximum total building area on the lot shall not exceed an overall Floor Area Ratio (FAR) of 0.60. There is no minimum building size.

2. The maximum FAR for the second floor of the primary structure shall not exceed 0.25.

3. In calculating the overall FAR, floor area is measured to the interior of a building's perimeter walls and shall include all floors of the primary dwelling (i.e., main structure), attached and detached accessory dwelling units, habitable attic space, accessory buildings, and balconies, decks, verandas and porches.

4. Areas where the vertical measurement between the floor and ceiling directly above is 14-feet or more shall be counted on both the first and second stories for FAR calculations (areas such as rotundas, spaces with vaulted ceilings, and other similar areas with volume).

5. Stairs and elevators are counted once and are applied to the first floor.

6. For purposes of calculating floor area, the following are not included:
   a. Basements as defined in Section 15-1-6;
   b. Up to 500 square feet of interior floor area of an attached or detached garage;
   c. Detached accessory structures measuring not more than 120 square feet;
   d. Up to 500 square feet cumulative of first floor decks, verandas and porches, covered or uncovered, attached or detached, and at least 30-inches in height (as measured from adjacent grade to the walking surface), provided that the deck, veranda or porch is at least 50 percent open on the sides.
e. Second floor balconies and decks that are not covered.

f. Up to 12 square feet of second floor decks and balconies that are covered by roof, lattice or trellis.

g. The area of decks, balconies, verandas or porches covered by eave projections up to 18 inches

7. In cases of uncertainty or ambiguity, the Director will determine whether an area is counted toward FAR.

G. Placement of Buildings and Structures:

1. A minimum distance of 3 feet must be maintained between buildings;

2. A detached single-story accessory structure in the rear third of the lot may be located as described in the requirements for setbacks in subsection D of this section, unless one of the following conditions exists:

   a. Where the lot abuts an alley and the vehicular entrance to the detached accessory structure is from the alley, such detached accessory structure must be set back a distance measured from the opposite side of the alley that will provide a turning radius as follows:

      90 degrees - 25 feet
      75 degrees - 21 feet
      60 degrees - 18 feet
      45 degrees - 15 feet

   b. On the rear third of a reversed corner lot a single-story detached accessory structure may be built to the interior lot side line, but no building may be erected closer than 5 feet to the property line of any abutting lot to the rear. However, if an alley intervenes and the vehicular entrance to the detached accessory building is directly from the street side, a detached accessory building may be built to the rear lot line.

3. A garage that is attached to a dwelling that is located in the front half of the lot facing the front property line must be set back a minimum of 24 feet from the front property line unless the building has a porch, veranda, courtyard or deck at least 8 feet in width by 4 feet in depth, then a minimum front setback of 22 feet is permitted.

4. An attached 3-car garage located in the front half of the lot that faces the front property line where one of the stalls is not tandem, must have at least 2 individual car door openings. The following garage designs are encouraged:

   a. Three-car garages constructed as attached or detached structures at the rear of a lot.
b. Tandem for parking provided in excess of a 2-car garage.

c. Attached 3-car garages located on the front of a dwelling face toward the side property lines.

5. Accessory outdoor showers attached to a building wall are permitted, but must not encroach in a required setback and must not be roofed. They may be enclosed with walls on 3 sides and a shower door on one side.

H. Detached Accessory Buildings, not including detached accessory dwelling units as defined in Section 15-1-6:

1. Any detached accessory building or combination of accessory buildings, except the garage, may not be larger in gross floor area than 600 square feet;

2. Detached accessory buildings are limited to 2 stories, and may include an attic, which may be used for storage purposes only, provided that access to the attic is not from permanently fixed stairs (pull down type stairs are permitted), no plumbing is permitted, and electrical fixtures are limited to the minimum required by the California Building Code and California Electrical Code (NEC);

3. Unless permitted as an accessory dwelling unit, detached accessory buildings may not contain a kitchen or kitchen facilities, a bathtub or shower and cannot be used for sleeping purposes or as an "R" occupancy, as defined by the California Building Code, except that they may contain a sink and a toilet;

4. Detached accessory buildings may not be rented or used as a separate dwelling unit; and,

5. Before the city issues a building permit for a detached accessory structure, except a garage, the Director will require that a covenant running with the land be recorded stating that the accessory structure may not be used as a dwelling unit or used in violation of this section.”

SECTION 12: ESMC §15-4A-6-1 “Site Development Standards for Lots twenty Five Feet Wide or Less” is amended to read as follows:

"15-4A-6-1: SITE DEVELOPMENT STANDARDS FOR LOTS TWENTY FIVE FEET WIDE OR LESS:

All uses on lots 25 feet wide or less within the R-1 zone must comply with the development standards contained in this section.

A. General Provisions:

1. As provided by chapter 2 of this title.
2. New dwelling units must be internally integrated and connected.

3. An addition to, or extension of, a dwelling unit, except a garage or an accessory dwelling unit, must share a common wall and be internally integrated and connected to the existing dwelling unit.

B. Height: The height of all dwelling units may not exceed 26 feet and 2 stories. The height of all other buildings and detached accessory structures, including detached garages, may not exceed 14 feet.

![Diagram of dwelling unit and accessory structure]

Height shall be measured from the finish grade or natural grade adjacent to the building or structure, whichever is lower.

C. Lot Area: A minimum of 5,000 square feet.

D. Setbacks:

1. Front and Rear Yard: The combined total of setbacks for the front and rear yard must be at least 30 feet, with no front yard setback less than 22 feet and no rear yard setback less than 5 feet.

2. Side Yard: Structures must maintain a minimum setback on each side of the lot of 10 percent of the width of the lot, but can never be less than 3 feet and need not be more than 5 feet.

3. Detached Accessory Structures and Garages: Detached accessory structures and attached garages are allowed along the property line on one interior side lot line, provided that the detached accessory structure or attached garage is located in the rear one-third \((1/3)\) of the lot.

4. Side Yard, Reversed Corner: Reversed corner lots must have the following side yard with a triangular area described as follows: One angle must be formed by the rear and street side property lines, and the sides of this angle must be 15 feet in length, measured along the rear and street side property lines. The third side of this triangle must be a straight line connecting the two (2) other lines at their endpoints. This triangular side yard setback area is in addition to the other side yard setback requirements described in subsection D2 of this section.
5. Rear Yard: Structures must maintain a minimum setback of 5 feet. Detached accessory structures are allowed zero setback on the rear property line.

E. Lot Width: Every lot created after the effective date hereof must maintain a width of not less than 50 feet at the required front yard setback line. However, any lot or parcel of land of record on May 14, 1954, having a street frontage not exceeding 200 feet, may be subdivided into 2 or more parcels having a width of not less than the average width of the narrowest 20-percent of the lots fronting on its block. The "block" is defined as the area on both sides of the street between the nearest intersecting streets. Each parcel must have an area of not less than 5,000 square feet.

F. Building Area: No minimum requirement.

G. Placement of Buildings and Structures:

1. The distance between buildings is regulated by the California Building Code;

2. A detached accessory structure in the rear third of the lot may be located on the rear and one interior side lot line, unless one of the following conditions exists:

   a. Where the lot rears upon an alley and the vehicular entrance to the detached accessory structure is from the alley, such detached accessory structure must be set back a distance measured from the opposite side of the alley that will provide a turning radius as follows:
90 degrees - 25 feet
75 degrees - 21 feet
60 degrees - 18 feet
45 degrees - 15 feet

b. On the rear third of a reversed corner lot a detached accessory structure may be built to the interior lot side line, but no building must be erected closer than 5 feet to the property line of any abutting lot to the rear. However, if an alley intervenes and the vehicular entrance to the detached accessory building is directly from the street side, a detached accessory building may be built to the rear lot line.

H. Lot Coverage: All buildings, including detached accessory buildings, shall not cover more than 40-percent of the lot area. This coverage may be increased to 47-percent if the height of all the structures is limited to 18 feet. If a building exceeds 18 feet in height, the lot coverage shall not exceed 40-percent under any circumstances.

I. Building Wall Modulation: Architectural building features, in conformance with the definition of "architectural building feature" in section 15-1-6 of this title, must be included to modulate the one-story exterior building walls subject to the approval of the Director, and for two-story structures as specified in subsection D, "Setbacks", of this section.

J. Detached Accessory Buildings, not including detached accessory dwelling units as defined in Section 15-1-6:
1. Any detached accessory building or combination of accessory buildings, except the garage, may not be larger in gross floor area than 600 square feet;

2. Detached accessory buildings are limited to one floor, but may include an attic, which may be used for storage purposes only, provided access to the attic is not from permanently fixed stairs (pull down type stairs are permitted), no plumbing is permitted, and electrical fixtures are limited to the minimum required by the California Building Code and National Electrical Code;

3. Detached accessory buildings may not contain a kitchen or kitchen facilities, a bathtub or shower and may not be used for sleeping purposes or as an R occupancy, as defined by the California Building Code, except that they may contain a sink and a toilet;

4. Detached accessory buildings cannot—may not be rented or used as a separate dwelling unit; and

5. Before the city issues a building permit for a detached accessory structure, except a garage, the director of planning and building safety must require that a covenant running with the land be recorded stating that the accessory structure may not be used as a dwelling unit or used in violation of this section.”

SECTION 13: ESMC §15-4A-7 “Landscaping” is amended to read as follows:

“15-4A-7: LANDSCAPING:

Landscaping and irrigation must be provided within the front and street side setback areas. Those setback areas fronting upon a public street must incorporate a combination of soft (plantings) and hard (rock, brick, concrete) landscape materials, except for those portions devoted to vehicular parking.

A. A minimum of 25- percent of the front yard setback area must be maintained with permanent landscaping that contains a combination of lawn, trees, vines, bushes and ground covers, and does not include hard landscape materials for lots less than 50 feet in width.

B. A minimum of 35-percent of the front yard setback area must be maintained with permanent landscaping that contains a combination of lawn, trees, vines, bushes and ground covers, and does not include hard landscape materials for lots that are 50 feet or greater in width.”

SECTION 14: ESMC §15-4A-8 “Off Street Parking and Loading Spaces” is amended to read as follows:
“15-4A-8: OFF STREET PARKING AND LOADING SPACES:

Off street parking must be provided as required by chapter 15 of this title but in no case can a driveway or curb cut be less than 10 feet in width. Where the driveway access and curb cut is to a 2-car or larger garage which exits directly onto the front street, the driveway and curb cut may not be less than 16 feet in width. Driveway entrances and exit locations including curb cuts must be provided in conformance with subsection 15-15-5O of this title.”

SECTION 15: ESMC §15-4A-9 “Signs” is amended to read as follows:

“15-4A-9: SIGNS:

Signs in the R-1 zone must comply with the requirements of chapter 18 of this title.”

SECTION 16: ESMC §15-4A-10 “Vehicular Access” is amended to read as follows:

“15-4A-10: VEHICULAR ACCESS:

Where an R-1 lot abuts an alley, vehicular access to the lot must be from the alley, except when 80-percent or more of the properties on the block have existing vehicular access from the street. For the purposes of this section, the "block" is defined as the properties on the same side of the street between the nearest intersecting streets.”

SECTION 17: Subsection A of ESMC §15-15-6 “Required Parking Spaces” is amended to read as follows:

"A. Automobile Spaces Required:

<table>
<thead>
<tr>
<th>Use</th>
<th>Number Of Parking Spaces Required</th>
</tr>
</thead>
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<tr>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Accessory dwelling units</td>
<td>Refer to ESMC 15-4E</td>
</tr>
<tr>
<td>Single-family and two-family dwellings</td>
<td>2 spaces for each dwelling unit and 1 additional space for dwelling units exceeding 3,500 square feet of gross floor area</td>
</tr>
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<td>*</td>
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</tbody>
</table>
SECTION 18: CONSTRUCTION. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 19: ENFORCEABILITY. Repeal of any provision of the ESMC 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 20: 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 21: SEVERABILITY. 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 22: 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 23: This Ordinance will go into effect and be in full force and effect on the thirty-first (31st) day after its passage and adoption. Upon the effective date of the Ordinance, the Ordinance will apply to building plans submitted to the City of El Segundo for plan check for construction, reconstruction or remodeling of structures within the R-1 Zone. Building plans that have been submitted to the City of El Segundo for plan check for construction, reconstruction or remodeling of structures within the R-1 Zone prior to the Effective Date are exempt from the regulations contained within this Ordinance, even if such projects have not yet obtained a permit to commence construction.
PASSED AND ADOPTED this ___ day of __________, 2017.

Suzanne Fuentes, Mayor

ATTEST:

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. 1547 was duly introduced by said City Council at a regular meeting held on the 7th day of February, 2017, 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 21st day of February, 2017, 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
AGENDA DESCRIPTION:

Consideration and possible action to award a standard Public Works Professional Services Agreement to RTI Consulting, Inc. for On-Call Construction Management/Owner’s Representation Services for the El Segundo Aquatics Center at Wiseburn High School, Project No. RFP PW 17-01. (Fiscal Impact: $70,000.00)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute a standard Public Works Professional Services Agreement in a form approved by the City Attorney with RTI Consulting, Inc. in the amount of $62,400.00 and authorize an additional $7,600.00 for construction related contingencies;

2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

None.

FISCAL IMPACT: Included in the adopted budget

Amount Budgeted: $70,000
Additional Appropriation: N/A
Account Number(s): 702-200-5202-2608 (Aquatics Trust Account)

STRATEGIC PLAN:

Goal: 4 Develop Quality Infrastructure and Environment
Objective: 1 City infrastructure is well maintained

ORIGINATED BY: Cheryl Ebert, Senior Civil Engineer
REVIEWED BY: Ken Berkman, Interim Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The City will be responsible for the operation and maintenance (O&M) of the new Aquatics Center at the Wiseburn High School; therefore, it is important for staff to continue to be an integral part of the project during the construction process. A State-licensed Professional Engineer from the Engineering Division will serve as the City’s Project Manager and will attend weekly project progress meetings onsite, bringing other Public Works Division staff in as needed to address any issues or answer any questions, ensuring all construction is completed in the City’s best interest. In addition, due to the complexity of the mechanical, electrical, plumbing, and pool-related components to be installed, staff requested Council’s approval at the December 20, 2016 meeting to release a Request for Proposals (RFP) to obtain on-call construction management
services/owner's representation (CM/OR) services. Staff reached out to the consultant community and specifically those firms with the requisite experience in designing and managing the construction of large pools and aquatic centers in Southern California to garner interest in the RFP.

On January 19, 2017, staff received four (4) proposals from qualified firms. The Interim Public Works Director, City Engineer, and Senior Civil Engineer (Project Manager) reviewed each of the proposals and evaluated them with respect to firm qualifications, staff qualifications, pool-specific issues and challenges resolution experience; and, after ranking the firms, their proposed rates and costs. The two highest-ranked consultants were invited for interviews with City staff and RTI Consulting, Inc. (RTI) was selected. RTI has extensive expertise in providing CM/OR services on pool projects in a variety of delivery environments including universities, municipalities, and hotels, and has very positive references and competitive rates.

Staff respectfully recommends Council award a Professional Services Agreement to RTI for On-Call Construction Management / Owner's Representation Services for the Wiseburn Aquatics Center in the amount of $62,400, with an additional $7,600 for contingencies, for a total of $70,000. Since the construction contracts have not been completely executed by the school district at the time of writing this report, a detailed construction schedule has not yet been prepared; thus, this amount is based upon an estimate of the number of hours of CM/OR assistance anticipated over the preliminarily scheduled 12 months of construction.
AGENDA DESCRIPTION:
Consideration and possible action regarding adoption of a Resolution setting forth salary and benefits for the class of Police Officer Trainee. (Fiscal Impact: $0).

RECOMMENDED COUNCIL ACTION:
1. Adopt the Resolution for Police Officer Trainee salary and benefits
2. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution
2. Excerpts from 2003-2008 POA MOU

FISCAL IMPACT:
Total Fiscal Impact: $0
   Amount Budgeted: None
   Additional Appropriation: None
   Account Number(s):

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

BACKGROUND AND DISCUSSION
The classification of Police Officer Trainee (POT) is a non-sworn, unrepresented, entry-level position incumbents hold while they attend the Police Academy for approximately twenty-six (26) weeks. Upon successful completion of the Academy, trainees are then elevated to the rank of a sworn Police Officer and serve out the balance of their probationary period.

The City has a longstanding practice of enrolling trainees in a miscellaneous PERS retirement formula and transferring them to the appropriate safety retirement formula once sworn status as a Police Officer is achieved. Additionally, upon hire, trainees are provided benefits associated with the Police Officers’ Association (POA) which seamlessly continue when they transition to sworn Police Officer status. Historically, the salary range for this position has been set at eighty percent (80%) of the salary range assigned to Police Officer.

This classification, while currently unrepresented, was at one time included in the POA Memorandum of Understanding (MOU). Beginning in 2008, reference to Police Officer Trainee was excluded from the POA MOU and as part of the recently concluded POA negotiations, the Association confirmed that this classification is not represented by the POA and therefore should not be reinstated in their MOU.
In order to ensure the salary and benefits associated with this classification are formally documented and approved by Council, staff has drafted the attached Resolution for adoption setting forth the salary and benefits for the class of Police Officer Trainee. Given its unrepresented status, future recommended salary and benefit adjustments shall be reflected in Resolutions brought to Council for adoption and approval. The Police Chief has reviewed the Staff Report and Resolution and concurs with the information being presented to Council for approval.
RESOLUTION NO.__________

A RESOLUTION PROVIDING FOR SALARY AND BENEFITS
FOR POLICE OFFICER TRAINEE

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

Section 1: The Police Officer Trainee classification 1) is a probationary non-sworn classification 2) is not represented by any bargaining unit 3) shall serve a limited-term appointment and 3) shall receive the salary and benefits set forth below:

Section 2: Base Salary. The base salary shall consist of a five-step range, of which the entry-level step shall be compensated at eighty percent (80%) of the Police Officer “A” Step.

The current base salary range is as follows:

Step A – $4439.14
Step B – $4661.10
Step C – $4894.15
Step D – $5138.86
Step E - $5395.79

Effective the pay period beginning March 4, 2017, the Police Officer Trainee salary range shall be adjusted as follows (consistent with the negotiated base salary increase for Police Officer):

Step A - $5038.42 (80% of the Police Officer “A” Step)
Step B - $5290.35
Step C - $5554.86
Step D - $5832.61
Step E - $6124.22

Section 3: Retirement Plan – The classification of Police Officer Trainee shall participate in the Public Employees’ Retirement Systems (PERS) miscellaneous retirement plan as follows:

A. Classic Members – 2%@60. This formula shall apply to Police Officer Trainees hired on or after December 30, 2012 who are otherwise not a “new employee” and/or “new member” of CalPERS under Government Code section 7522.04 of AB 340, also known as the California Pension Reform Act of 2013. Employees shall be responsible for paying the statutorily mandated seven percent (7%) PERS member share.

B. New Members – 2%@62. This formula shall apply to new employees and/or members, as defined by AB 340. Employees shall be subject to all other statutory requirements established by AB 340.

C. Attainment of Sworn Status -- Upon successful completion of the Academy, the Trainee shall be appointed to sworn status as a Police Officer and participate in the safety retirement formula applicable to the Police Officer classification.
Section 2: Benefits – Police Officer Trainees shall be offered the following benefits:

1) Health Insurance – Employees shall receive the same monthly medical contribution offered to members of the Police Officers Association (POA) and shall be eligible to enroll in the same medical plans offered to POA.

2) Optical, Dental and Life Insurance - The City’s maximum dollar contribution will be the same as that offered to POA. The City will apply the maximum dollar amount to the payment of the various premiums in the following order of precedence: Optical insurance, life insurance, dental insurance. Employees are eligible to elect enrollment in any of the plans offered to POA.

3) Other Benefits – Employees are eligible to enroll in the City’s Flexible Spending Account, Deferred Compensation, and Long-Term Care programs. All associated costs or contributions are solely borne by the employee.

Section 3: Leaves - Police Officer Trainees shall accrue sick leave and vacation as follows:

4) Sick Leave – Employees shall accrue sick leave at the rate of one eight-hour (8) day accumulation for each month’s service.

5) Vacation Leave – Employees shall accrue vacation hours per pay period at the applicable rate based on length of City service. Vacation leaves may be taken only after the employee has successfully completed their participation in the Police Academy.

Section 4: 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 5: This Resolution will become effective immediately upon adoption and

PASSED AND ADOPTED this 21st day of February, 2017.

__________________________
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 21st day of February, 2017, 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 21st day of February, 2017.

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
COMPREHENSIVE MEMORANDUM
OF
UNDERSTANDING
JULY 1, 2003 – JUNE 30, 2008
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3. Employees are eligible to receive salary increases beginning in the second year of this Agreement. The unit will receive a 1% salary increase for each $120,000 in increased new revenue (as described above); provided however, that pursuant to Article 17, Section 17.04, the first .83% of contingency money will be used to offset the cost of anticipated medical insurance premium increases. (For example, if the new revenue by the second year is $240,000, the unit will receive a 1.17% salary increase; if the new revenue by the second year is $60,000, the unit will receive no salary increase and third year revenues will have to be more than $39,600 (.33%) in order to generate a salary increase for the unit.)

Increases will be pro-rated, as necessary. The determination regarding funding for these increases will be made following the receipt of revenue figures for the applicable fiscal year.

4. The maximum salary increase that can be generated by this contingency formula is capped at 4.0% each year beginning with the October 2004 payment date. There will be no cap for the year ending October 2008, provided however, that the cumulative maximum contingency payment for the time period October 1, 2004 through October 1, 2008 may not exceed 10%. Although contingency increases, if any, will be effective on the first day of the first pay period in October of each year (beginning October 2004 and ending October 2008), the actual payment may be delayed due to the need to determine available funding (see above) and the processing of the appropriate payroll documents.

A. Police Officer Trainee (non-sworn)

1. A Police Officer Trainee classification shall be established to be compensated at 80 percent of the Police Officer "A" Step.

2. A Police Service Officer who is appointed to the position of Police Officer Trainee shall continue to receive his/her former rate of pay as a fixed amount as long as it exceeds the salary to which he/she would otherwise be entitled based on job performance and length of service as a Police Officer Trainee. The affected employee’s salary shall change to the appropriate salary range for his/her classification upon that salary being more than the aforementioned frozen ("Y-rated") salary.

Section 2.02 Salary Schedule Calculation Methodology

The phrase “total pay” as used herein is the sum of gross regular pay and deferred pay as shown in the Police Safety Series of the El Segundo Administrative Code, except that effective July 7, 1984, total pay shall be calculated in dollars and cents rounded off to two (2) decimal places to the right of the decimal point, and adjusted to reflect the intent to maintain the specific and proportional percent differences between salary ranges and salary steps previously approved by the City.

Section 2.03 Step Advancement - Accelerated

The Police Chief may recommend to the Personnel Director for approval by the City Manager that an employee receive an accelerated advancement of part or all of the next salary step increase in the Basic Salary Range (A – E Steps) based on exemplary job performance. The accelerated salary advancement shall not change the affected employee’s anniversary date.
Section 19.04 Minimum Service with City of El Segundo to Receive Retirement Benefits

Employees who retire must have been employed for a minimum of five (5) years with the City of El Segundo as a peace officer to receive the following benefits: pay for unused sick leave balance; the option of continuing to participate in the City’s group insurance programs; and the right to receive a contribution toward medical insurance for the retiree and 1 dependent.

Section 19.05 Retiree Health Insurance Contribution Program

The City will contribute to a retiree health insurance contribution program for retirees who participate in the Public Employees’ Medical and Hospital Care Program. The program will provide for the following maximum contribution:

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Section 19.06 Police Trainee Retirement Plan

The City shall have the option during and after the term of this agreement to make application to the California Public Employees’ Retirement System and modify the duties and responsibilities of the Police Trainee position as may be necessary to qualify under the Miscellaneous Retirement Plan of the California Public Employees’ Retirement System.

ARTICLE 20 DIRECT DEPOSIT and FLEXIBLE SPENDING ACCOUNT:

Section 20.01 Direct Deposit

It is agreed between the City and the Police Officers’ Association that it is in the mutual interest of the City and its employees that all covered employees utilize the currently available direct deposit system. Employees who do not desire to utilize direct deposit shall make their wishes known in writing to the City’s Director of Finance, together with a statement of their reasons therefore. Exceptions to this direct deposit policy shall not be unreasonably denied.

Section 20.02 Flexible Spending Account

The City will maintain the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

ARTICLE 21 COMPUTER LOAN PROGRAM:

Section 21.01 Initial Loan

All participants in the loan program will be eligible for an initial, interest free loan in the amount of $4,000 (four thousand dollars).

Section 21.02 Prior and Outstanding Balances

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.
AGENDA DESCRIPTION:

Consideration and possible action regarding 1) approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Officers’ Association; 2) adoption of a Resolution for CalPERS Employer Paid Member Contributions (EPMC) for the Police Officers’ Association to increase the employee PERS Member Share; and 3) adoption of a Resolution updating the employer’s contribution under the Public Employees’ Medical and Hospital Care Act for the El Segundo Police Officers’ Association. Fiscal Impact: FY 2016-17 - $246,100

RECOMMENDED COUNCIL ACTION:

1. Approve the Agreement
2. Adopt the Resolution approving the Memorandum of Understanding
3. Adopt the Resolution for the Employer Paid Member Contribution for POA
4. Adopt the Resolution updating the Employer’s monthly medical contribution for POA
5. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Agreement (Redline and final version with Exhibits attached)
2. Resolutions

FISCAL IMPACT: FY 2016-17 - $246,100 ($172,100 one-time payouts of accrued leave time and $74,000 in new salary and benefit costs)

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

Strategic Plan:

Goals: 2,3 and 5 – Support Community Safety, Develop as a Choice Employer and O Workforce and Champion Economic Development and Fiscal Sustainability

Objectives: Employee retention, provide a competitive hiring environment, maintain a stable and transparent financial environment

PREPARED BY: Greg Carpenter, City Manager
REVIEWED BY: 
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

Members of the Police Officers’ Association and City representatives 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 February 15, 2017, when the terms were approved by the POA.

The Agreement contains the following provisions which include structural changes to the benefits associated with positions represented by this bargaining unit. Salary and benefit-related items are effective the pay period beginning March 4, 2017, unless otherwise noted.

1. Term – 4 years, October 1, 2014 – September 30, 2018 (Does not include retroactive changes to salaries or benefits)

2. Retirement – “Classic” employees shall pay the statutorily required nine percent (9%) PERS Member Share effective the pay period beginning March 4, 2017. (The 9% shares applies to both salaries and special compensations).

3. Base Salaries – Base salaries shall be increased by 13.5% effective the pay period beginning March 4, 2017. No other base salary increases shall be provided during the term of the MOU.

4. Regular Rate of Pay – definition clarified to ensure the nine percent (9%) Employer Paid Member Contribution (EPMC) is not calculated as part of the overtime rate or any leave payouts.

5. Eliminate annual Uniform Allowance in the amount of $715.

6. Education Incentive
   - Future hires will only be eligible for Bachelor’s education incentive pay (Education pay for POST Certificates, Associates or Masters Degrees shall no longer apply)
   - Incentive pay will be frozen for current employees. However, current employees who receive an Associates of Arts Degree by February 21, 2022 or a Masters’ degree by September 30, 2018 or a Bachelor’s degree at any time, will be eligible for that Incentive Pay which will then be frozen unless promoted to Sergeant.

7. Longevity Pay
   - Future hires will only be eligible for three tiers at a lower flat monthly rate as follows:
     - o 6 years $500/month; 13 years $700/month; 20 years $900/month.

8. Health Insurance Monthly Contribution – Monthly contribution will be increased from $1334.91 to $1425.02 beginning April 1, 2017 and the new flat rate will remain in effect for the term of the MOU; the automatic formula has been eliminated.

9. Vacation Payouts – will be paid at base salary hourly rate rather than the regular rate of pay; no EPMC added to any payouts.

10. Sick Leave Payouts:
    1) Accrual cap reduced from 1056 hours to 800 hours
    2) Sick Leave paid at base salary hourly rate for annual overaccrual except for 10 employees with excess hours will be paid at their regular rate of pay, which will exclude the 9% EPMC
    3) Effective 10/1/17, Sick Leave at separation for 10 years, 20 years (includes 457 “catch-up”), and Disability Retirement will be paid at base salary hourly rate. No 9% EPMC will be added to any leave payout.

11. Overtime:
    1) Sick Leave will not count as hours worked for purposes of calculating overtime except for Forced Overtime and Reimbursable Overtime. Forced Overtime shall be defined to mean when an employee is mandated by the department to report to work or subpoenaed to appear in court.
    2) EPMC shall not be calculated as part of the regular rate of pay
    3) FLSA work period is defined as 80 hours in a 14-day period.

12. Cell Phone Stipend – Employees designated by the Chief of Police are eligible to receive an
eighty dollar ($80) monthly stipend to offset the cost of using their own personal device.

13. **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)

The total fiscal impact to the current year of implementing this MOU will be approximately $246,100 with $172,100 attributable to one-time payouts negotiated as part of this MOU. The one-time payouts are associated with reducing long-term liabilities to accrued sick leave banks and accrued limited use leave banks. This fiscal can be absorbed into the current Police Department budget due to current staff vacancies that exist within the Police Department. Staff expects future savings to be realized as the structural changes to the special pays and benefits begin to take effect with the change in the workforce over time.

**Summary**

The City’s intent during this period of negotiations has been to accomplish the following:

- Have employees pay their share of their retirement costs thereby reducing the City’s long-term expenses associated with this benefit. In the case of the POA, the PERS member share for “classic” members equals 9% of both their base salaries and special compensations. The proposed MOU provides for a 13.5% increase in base salaries to offset the contributions now required by the employees.
- Address the various special pays offered to members of this bargaining unit by tiering them for future employees in order to reduce the City’s PERS costs and future liability.
- Address the manner in which overtime and sick and vacation leaves are paid in order reduce the cost of these current and future obligations.
- Contain costs associated with the medical benefit by freezing the monthly medical contribution during the life of the MOU and eliminating the formula utilized to increase contributions from year to year.

The proposed MOU addresses each of these major points and provides the City with an avenue to begin containing current and future costs associated with salary and benefits, while maintaining a competitive compensation package to further assist in the City’s recruitment and retention efforts.
COMPREHENSIVE MEMORANDUM

OF

UNDERSTANDING

October 1, 2014 – September 30, 2018
(or September 30, 2014 if extended by ESPOA)

THE EL SEGUNDO
POLICE OFFICERS' ASSOCIATION
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MEMORANDUM OF UNDERSTANDING
between the
EL SEGUNDO POLICE OFFICERS' ASSOCIATION,
and
THE CITY OF EL SEGUNDO, CALIFORNIA

ARTICLE 1  GENERAL PROVISIONS

Section 1.01  Preamble

This Memorandum of Understanding is entered into with reference to the following:

A. The El Segundo Police Officers’ Association (hereinafter referred to as the “Association”) is the exclusively recognized employee organization for all personnel employed by the City of El Segundo (hereinafter referred to as “City”) in the unit of representation including the following classifications and positions (hereinafter referred to as affected employees): Police Sergeant and Police Officer. During the life of this agreement, such exclusive recognition may only be modified pursuant to the provisions of City Resolution No. 3208.

B. In the interest of maintaining harmonious relations between the City and the affected employees, authorized representatives of the City Council of City and the Association have met and conferred in good faith, exchanging various proposals concerning wages, hours and the terms and conditions of employment of affected employees within the lawful scope of representation of Association pursuant to California Government Code Sections 3500 et. seq. and City Resolution Number 3208.

C. The authorized representatives of the City Council of City and the Association have reached a mutual agreement as to certain wages, hours and other terms and conditions of employment of the affected employees, this memorandum of which shall be submitted to the City Council of City for its consideration and if adopted, for implementation of its terms and conditions by appropriate ordinance, resolution or other lawful action. This Memorandum of Understanding is a comprehensive statement of agreed-upon wages, hours and other terms and conditions of employment.

D. Unless otherwise provided for herein, all terms and conditions described herein shall be effective upon adoption of the MOU by the City Council.

Section 1.02  Management Rights

A. Except as limited by the specific and express terms of this Memorandum of Understanding, the City hereby retains and reserves unto itself all rights, powers, authority, duty, and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California and/or United States of America.

B. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this Memorandum of Understanding is intended to circumscribe or modify the existing right 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 from duties because of lack of work; take action

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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.

Section 1.03 Savings Clause

If any provision or the application of any provision of this Memorandum of Understanding shall 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 full force and effect for the duration of said memorandum.

Section 1.04 No-Strike Clause

A. The El Segundo Police Officers' Association agrees that during the term of this Memorandum of Understanding their members employed by the City of El Segundo will not strike or engage in any work stoppage or slowdown, engage in any concerted failure to report for duty, or fail to perform their duties in whole or in part for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.

B. The Association also agrees that their members employed by the City of El Segundo will not refuse to cross a picket line in performance of their normal and customary duties, nor will the aforementioned employee organization attempt to influence, either directly or indirectly, other employees to honor an existing picket line in the performance of their normal and customary duties as employees.

C. It is understood that any employee violating this provision may be subject to discipline up to and including termination by the City.

D. It is understood that in the event this provision is violated the City may be entitled to withdraw any rights, privileges or services provided for in this Agreement or in City policy from any employee and/or the Association.

Section 1.05 Association Dues Deduction

The City agrees to:

A. Provide official dues deductions for all employees who subscribe to Association membership;

B. Provide official payroll deductions for City-approved Association insurance and welfare plans, not to exceed five programs;

C. Provide the Association with a list of newly-hired employees in the representation unit monthly.

Section 1.06 Association Administrative Time

Association is granted a total of three hundred hours (as a group) per calendar year of paid Association Administrative Leave (AAL) for the conduct of Association's business and for its members to participate in activities that further the interests or prestige of the Association. These activities shall include, but shall not be limited to attending the Peace Officers' Research Association of California conference, attending other conference or seminars, instructional classes or

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participating on various local or statewide committees or boards. AAL must be authorized by the Association President and approved by the Police Chief.

Section 1.07 Association Hearing Cost Contribution

The Association will pay for one-half of the costs incurred in connection with Los Angeles County Civil Service Commission hearings to a maximum of $3,000 per year.

Section 1.08 Maintenance of Existing Benefits

A. This 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.

B. Nothing herein prevents the City and Association 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 Association are required to effect any change.

Section 1.09 Non-Discrimination

A. The Association and the City recognize and agree to protect the rights of all employees to join and/or participate in protected Association activities or to refrain from joining or participating in Association activities.

B. The Association and the City 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 employment opportunities for all employees. The Association and the City shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

ARTICLE 2 SALARY

Section 2.01 Salary

The base salary schedule of unit classifications as follows effective March 4, 2017 of October 1, 2011 shall be as follows: (also incorporated as Exhibit D):

<table>
<thead>
<tr>
<th>Step</th>
<th>Officer Base Salary</th>
<th>Sergeant Base Salary</th>
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<td>$407.54</td>
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<tr>
<td>Step B</td>
<td>$6612.93</td>
<td>$577.92</td>
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<tr>
<td>Step C</td>
<td>$6943.58</td>
<td>$561.82</td>
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<td>Step D</td>
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<td>Step E</td>
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<td></td>
<td>$9590.49</td>
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Note: Prior red strikeout 2011 salary ranges not inclusive of the 2013 and 2014 COLA increases, .8% and 1.8% respectively.
1. If general fund actual core gross revenues increase by $1.5 million or more in fiscal year 2011-12 compared to fiscal year 2010-2011 and/or by $1.5 million in fiscal 2012-13 as compared to 2011-2012, (and/or by $1.5 million in fiscal 2013-14 as compared to 2012-2013, in the event this agreement is extended pursuant to Section 26.01) then the employees covered under this MOU will be entitled to a COLA increase effective the pay period including October 1 of the fiscal year immediately following the qualifying fiscal year(s). In other words, if the general fund actual core gross revenues in fiscal year 2011-12 and/or 2012-13 (and/or 2013-14 if this agreement is extended) are $1.5 million or more greater than those in the previous fiscal year, the COLA increase will take effect October 1, 2012, and/or 2013 (and/or 2014 if this agreement is extended). The amount of the COLA increase will be based upon the percentage increase in the Consumer Price Index (CPI-U) in the Los Angeles Riverside Orange County geographic area for the twelve month period ending the most recent August 31. Core gross revenues for this section shall mean all revenues except Net of All Transfers, other Licenses and Permits (account numbers: 3400-3499) and Charges for Services (account numbers: 3800-3899).

Section 2.02 Regular Rate of Pay

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 regular rate of pay shall be calculated in dollars and cents rounded off to two (2) decimal places to the right of the decimal point.

The parties acknowledge that there is a pending dispute between the parties as any City obligation to include the value of the employer paid member contribution to PERS when calculating the regular rate of pay. Without waiving any right, claim or defenses by the parties, it is understood that commencing March 4, 2017, the City shall not pay the employee’s nine percent (9%) PERS member contribution and consequently the employer paid member contribution of nine percent (9%) does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay nor shall it be applied to any leave payouts.

FLSA Work Period – The FLSA Work Period shall be defined as eighty (80) hours in a fourteen (14) day period.

Paid Leave Exclusions – In determining an employee’s eligibility for overtime compensation in a work period, sick leave shall be excluded from the total hours worked. Reimbursable Overtime or
Forced Hire Overtime is not subject to paid leave time exclusion. Forced Hire Overtime is defined to mean when an employee is forced by the Police Department to work or where the employee is subpoenaed or ordered to testify in Court.

Section 2.03 Step Advancement - Accelerated

The Police Chief may recommend to the Human Resources Director for approval by the City Manager that an employee receive an accelerated advancement of part or all of the next salary step increase in the Basic Salary Range (A – E Steps) based on exemplary job performance. The accelerated salary advancement shall not change the affected employee’s anniversary date.

Section 2.04 Notice Requirement to Withhold Step Increase

The City shall have the option during or after the term of this agreement to provide employees written notice of the intent to withhold a salary step increase and the reasons for same no later than the end of the pay period which begins after the employee’s anniversary date.

ARTICLE 3 EDUCATION/CERTIFICATE INCENTIVE

Section 3.01 Educational Compensation

Members of this bargaining unit hired before February 21, 2017 shall be frozen at their current level of education compensation/POST Certificate compensation unless a Bachelor’s degree is obtained at any time or AA or is conferred/completed by February 21, 2022 or a Master’s Degree in conferred/completed by September 30, 2018. Therefore, employees hired on or before February 21, 2017 are entitled to continued incentive compensation for their pre-existing possession of the requisite college units/AA Degree/POST certificate/sworn law enforcement services as to POST pay as set forth in Section 3.01, subsections 1-3. Such employees hired on or before February 21, 2017 are also eligible for education incentive upon conferral of a Bachelor’s Degree or Master’s Degree as referenced above and more fully described in Section 3.01, subsections 4-5. The Master’s Degree incentive will be held in abeyance until the required years of service are met (if not met prior to September 30, 2018). Once obtained, the Bachelor’s or Master’s Degree pay (whichever is applicable) shall be frozen unless promoted to Sergeant.

The only education incentive available to members of this bargaining unit hired after February 21, 2017 shall be the Bachelor’s education incentive pay and once obtained, the Bachelor’s degree pay shall be frozen, unless promoted to Sergeant.

Subject to the foregoing, employees shall be eligible for education incentive compensation as follows: Employees shall be eligible for education incentive compensation as follows:

1. Qualification for and possession of either 60 units, or AA degree, or Intermediate POST Certificate and completion of two (2) years of sworn law enforcement service shall entitle employee to the dollar amount in Exhibit 1 Salary Schedule 2, column AA or POST, in the salary step to which the employee is entitled.
2. Qualification for and possession of either 60 units, or AA degree, and Intermediate POST Certificate and completion of two (2) years of sworn law enforcement service shall entitle employee to the dollar amount in Exhibit I Salary Schedule 2, column AA + POST, in the salary step to which the employee is entitled.

3. Qualification for and possession of Advanced POST Certificate and completion of three (3) years of sworn law enforcement service shall entitle employee to the dollar amount in Exhibit I Salary Schedule 2, column Advanced - POST, in the salary step to which the employee is entitled.

4. Qualification for and possession of Bachelor's degree and completion of three (3) years of sworn law enforcement service shall entitle employee to the dollar amount in Exhibit I Salary Schedule 2, column BA, in the salary step to which the employee is entitled.

5. Qualification for and possession of Master's degree and completion of four (4) years of sworn law enforcement service shall entitle employee to the dollar amount in Exhibit I Salary Schedule 2, column MA, in the salary step to which the employee is entitled.

6. Salary Schedule Exhibit I is attached hereto as Exhibit I and incorporated herein as though set forth in full.

Section 3.02 Certification Requirement for Educational Compensation

Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

Educational Reimbursements – “I certify that I successfully completed the course(s), receiving at least a grade of “C” or better” or a grade of “pass”, if the course was offered on a pass/fail basis. (Attach a 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 3.03 Longevity Achievement on Merit

1. Employees hired on or before February 21, 2017 shall be compensated for longevity in the following circumstances, as is set forth in Exhibit 1 (Salary Schedule 1)

   A. Upon completion of five years of paid, full-time sworn law enforcement service
   
   B. Upon completion of ten years of paid, full-time sworn law enforcement service
   
   C. Upon completion of fifteen years of paid, full-time sworn law enforcement service
   
   D. Upon completion of twenty years of paid, full-time sworn law enforcement service
   
   E. Upon completion of twenty-six years of paid, full-time sworn law enforcement service

2. Employees hired after February 21, 2017 shall be compensated for longevity in the following circumstances, as is set forth in Exhibit 1
A. Upon completion of six years of paid, full-time sworn law enforcement service

B. Upon completion of thirteen years of paid, full-time sworn law enforcement service

C. Upon completion of twenty years of paid, full-time sworn law enforcement service

3. 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; the employee is suspended without pay; or the employee’s most recent annual performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this benefit because of a substandard annual performance evaluation shall be evaluated quarterly thereafter until the supervisor deems quarterly evaluations to be no longer necessary. Once an employee receives his or her first performance evaluation, rated standard or above, the longevity pay shall be reinstated on the first payroll period following the employee’s requalification and may not be removed until the employee receives a further below standard or unsatisfactory annual evaluation.

3. Effective from October 1, 2011 through September 30, 2013 (or September 30, 2014, in the event the MOU is extended by the FSTPOA pursuant to Section 26.01), longevity compensation shall be reduced by $50 at each level. For the limited period of October 1, 2011 through September 30, 2013 (or September 30, 2014, in the event the MOU is extended by the FSTPOA) salaries inclusive of as is set forth in Exhibit 2 (Salary Schedule 2).

ARTICLE 4 TUITION AND BOOK REIMBURSEMENT PROGRAM

Section 4.01 Policy and Eligibility

The following college-level tuition and book reimbursement program shall be applicable to all unit members:

Section 4.02 Undergraduate Studies (Studies undertaken in pursuit of an Associate’s or a Bachelor’s degree).

A. The City shall reimburse each affected employee in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while a student at any accredited college or university having its campus in the State of California. However, the tuition reimbursement described herein, shall not exceed the per-unit tuition cost required by the University of California or California State University, whichever is higher.

B. Tuition and book reimbursement shall be provided only for those classes in which a certified college or university transcript evidences the employee attaining a grade of “C” or better (or where classes are taken “pass/fail,” evidence must be provided of a “pass” grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

Section 4.03 Post-Graduate Studies (Post-Graduate studies are defined as those undertaken in pursuit of a degree beyond a Bachelor’s).

A. The City shall reimburse each affected employee pursuing post-graduate studies in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while pursuing said studies at the University of California or California State University;
B. The City shall reimburse each affected employee pursuing post-graduate studies at other accredited institutions, in an amount equivalent to 80% of the tuition and book expenditures incurred while employed by the City and while pursuing said studies;

C. Tuition and book reimbursement shall be provided only for those classes in which a certified university transcript evidences the employee attaining a grade of “C” or better (or where classes are taken “pass/fail,” evidence must be provided of a “pass” grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

Section 4.04 Tuition Reimbursement Program – effective August 1, 2003.

A. The City will reimburse each applicable employee for the cost of undergraduate and graduate education, in an amount not to exceed 100% of the cost of tuition and book/supplies at UCLA or UCI, whichever is higher. All employees who are enrolled in graduate or undergraduate programs as of August 1, 2003, shall be permitted to complete their respective graduate or undergraduate degrees under the terms of the former Tuition Reimbursement program (See Sections 5.02 and 5.03 above).

B. Tuition and book reimbursement shall be provided only for those classes in which a certified university transcript from an accredited institution having its campus in the State of California, evidences the employee attaining a grade of “C” or better (or where classes are taken “pass/fail,” evidence must be provided of a “pass” grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

ARTICLE 5 PROMOTIONS

Section 5.01 Salary Differential upon Promotion

The City shall have the option to compensate supervisors newly appointed to their positions after July 1, 1986 at a base rate as long as it is higher than the base rate of their subordinates (no minimum 5% pay differential), exclusive of longevity pay, educational incentive pay, and special assignment pay.

Section 5.02 Educational Prerequisites for Promotional Positions

A. Any applicant seeking to participate in any segment of a Sergeant’s examination, must possess an Associate’s Degree or higher degree or possess a transcript documenting sixty or more semester units, or an equivalent amount of quarter or term units, earned towards a Bachelor’s Degree from a university or college accredited by POST standards.

B. An applicant seeking to participate in any segment of an examination for the positions of Sergeant, Lieutenant or Captain must be qualified for and possess a Bachelor’s degree at the time of participating in any such segment(s) of the examination.

ARTICLE 6 NO-SMOKING CLAUSE

Section 6.01 Establishment

All personnel employed on or after July 1, 1988, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty.
ARTICLE 7  OVERTIME COMPENSATION

Section 7.01  Pay for Public Relations Appearances

Police Officers and Police Sergeants who are required by the Chief of Police to make presentations to community groups on an overtime basis shall be compensated at one and one-half times their regular rate of pay.

Section 7.02  Court On-Call Pay

A. Except as set forth below, off-duty personnel who are placed in on-call status for court during either the morning or the afternoon session will receive three hours of paid overtime at a rate of time and one-half his/her regular rate of pay as defined in this MOU for each session the officer is in an on-call status. Off duty personnel who are placed in on-call status for court during both the morning and the afternoon sessions will received six hours of paid overtime at a rate of time and one-half his/her regular rate of pay. Effective from October 1, 2011 through September 30, 2013 (or September 30, 2014, in the event the MOU is extended by the ESPOA pursuant to Section 26.01), in lieu of accruing pay for Court On-Call unit employees shall accrue an equivalent number of hours of “limited use” time off.

Officers will not receive on call pay if they are:

1. Called into court that session (in which case the employee will receive call-back pay);
2. Ordered to report to work;
3. Already receiving pay from the City for any other reason (e.g., IOD, administrative leave).

B. Officers shall not have the option of reporting to work in lieu of being in an on-call status.

C. Officers who are in an on-duty status are not eligible for court on-call pay.

Section 7.03  Call-Back Pay

A minimum of 4 hours of work time at one and one-half the employee’s regular rate of pay shall be credited for all call backs.

Section 7.04  Court Call-Back Pay

A. An officer called into court while off duty shall be paid overtime for all time served plus travel time (per Department General Order) or three hours (at time and one-half), whichever is greater. “Off-duty” for the purposes of this section means the officer is not on duty, on paid administrative leave, on paid IOD leave, or being paid for any other reason.

B. The City will pay $2.00 per meal for police officers required to be in attendance at court during meal periods.

ARTICLE 8  DIFFERENTIAL PAY

Section 8.01  Motor Officer, Canine Officer, Detective and Special Assignment Pay

The City shall pay motor officers a monthly $511.01 (Police Officer) or $640.19 (Sergeant.)
The City shall pay detectives, canine officers and employees designated by the Chief of Police as having special assignments, $425.84 per month.

Section 8.02 Motorcycle Maintenance

By and through the Association, those unit members assigned to motorcycle duty agree that the above monthly stipend is reasonably necessary to provide for the cleaning and maintenance of the assigned motorcycle and that this stipend is intended to compensate unit members assigned to motorcycle duty for all off duty hours spent cleaning and maintaining their assigned motorcycle, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for motorcycle cleaning and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty maintenance and cleaning duties. The hours represented by the above stipend in this agreement were determined after an actual inquiry of the officers assigned to motorcycle duty, as addressed by Leever v. City of Carson City, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

Since at least 2000, the method of agreeing upon the above stipend and its amount have been in accord with requirements of the FLSA.

Section 8.03 Canine Unit

By and through the Association, those unit members assigned to canine duty agree that the above monthly stipend is reasonably necessary to provide for the care and maintenance of the assigned canine and that this stipend is intended to compensate unit members assigned to canine duty for all off duty hours spent caring and maintaining for their assigned canine, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine care and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty care and maintenance duties. The hours represented by the above stipend in this agreement were determined after an actual inquiry of the officers assigned to canine duty, as addressed by Leever v. City of Carson City, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

Since at least 2000, the method of agreeing upon the above stipend and its amount have been in accord with requirements of the FLSA.

Section 8.04 Bilingual Pay

The City will be responsible for utilizing a standardized, industry accepted test to determine applicants' qualification for Bilingual Pay. An employee who demonstrates conversational fluency in Spanish (or another language designated by the Police Chief) and is assigned to duties in which language skills are regularly used, shall be entitled to premium compensation of $283.90 (Police Officer) or $355.66 (Sergeant) monthly.
ARTICLE 9  PHYSICAL FITNESS INCENTIVE PROGRAM

Section 9.01 Purpose

It is the purpose of the El Segundo Police Department Physical Fitness Program to improve the level of physical fitness and health among sworn police personnel so that their field performance will be enhanced and also to improve their overall degree of wellness as an enrichment to their personal lives as well as a productivity benefit to the City.

Section 9.02 Department Policy

It will be the policy of the Police Department to work with officers individually and assist those that need to improve their lifestyle habits in order that fitness levels can be improved. There is no “failure” in participation, only the identification of needs and the recognition of strengths.

Section 9.03 Program Components

The Physical Fitness Program will consist of two basic components; they are a fitness examination and a fitness assessment.

A. Fitness Examination:

The examination will be comprehensive and will include the cardio-vascular system, the pulmonary function, a complete blood work-up, body composition analysis, and the lower digestive tract as well as a strength assessment. It will also include a complete medical history review with a physician and a subsequent review of the findings as well as an exercise/nutritional prescription.

B. Fitness Assessment:

1. The fitness assessment is the voluntary component of the program and will be administered by a department fitness coordinator and fitness committee.

2. The assessment will be a test to measure components of physical fitness which are:
   a. Cardio-vascular
   b. Strength
   c. Body composition
   d. Flexibility

The assessment will be administered quarterly and will apply standards developed and used by the Cooper Aerobics Institute, Dallas, Texas, and will include sliding scales based on age and sex.

3. From the assessment will be developed a profile which will categorize participants into levels of fitness. Incentive provisions would then reward participants depending upon their fitness level.
4. Rewards would also be available for significant achievements and improvements. These rewards will be in the form of T-shirts, sports bags, sporting equipment and other similar incentives. It is thought that these types of rewards could be influential in maintaining interest and enthusiasm in those participants who would not otherwise qualify for fitness achievement categories.

ARTICLE 10 COMPENSATORY TIME

Section 10.01 Maximum Accrual

A separate bank shall be established for the accumulation of compensatory time off, with a maximum accrual of eighty (80) hours. The time bank shall be divided into separate banks for physical fitness and compensatory time off and the compensatory time bank shall be credited first with the remainder credited to the fitness pay.

Section 10.02 Physical Fitness Bank - Maximum Accrual Fitness Compensation

A separate bank shall be established for the accumulation of physical fitness time off, with a maximum accrual of fifty (50) hours. City has the option to pay the employee or increase the time off bank for physical fitness bonus after 50 hours, with no payoff of accrued time upon separation.

Section 10.03 Firearms Qualification

Police Officers and Police Sergeants will be compensated at their regular hourly rate of pay for firearms qualification as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Hours per Quarter (3 Calendar Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distinguished Expert</td>
<td>8 hours</td>
</tr>
<tr>
<td>Expert</td>
<td>6 hours</td>
</tr>
<tr>
<td>Sharpshooter</td>
<td>4 hours</td>
</tr>
<tr>
<td>Marksman</td>
<td>2 hours</td>
</tr>
<tr>
<td>Qualifying</td>
<td>0 hours</td>
</tr>
</tbody>
</table>

Effective from October 1, 2011 through September 30, 2013 (or September 30, 2014, in the event the MOU is extended by the ESPOA pursuant to Section 26.01), in lieu of accruing pay for Firearm Qualification unit employees shall accrue an equivalent number of hours of "limited use" time off.

ARTICLE 11 HOLIDAY PAY

Section 11.01 Eligible Officers

Personnel who regularly work holidays shall be credited with 120 hours of paid holiday leave in their holiday bank.
ARTICLE 12  SICK LEAVE

Section 12.01  Payment of Sick Leave Accrual - After 10 Years Service

Employees, upon separation, after ten (10) years of service as a sworn law enforcement officer, will be compensated 50% of their accumulated, unused sick leave at the employee’s regular rate of pay excluding the nine percent (9%) PERS member share, in effect at the time of separation. Effective October 1, 2017, sick leave payment shall be at the employee’s base rate of pay. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

Section 12.02  Payment of Sick Leave Accrual - After 20 Years Service

Upon an employee’s separation after twenty (20) years of service as a sworn law enforcement officer, the City will pay the employee for 100% of his/her accumulated, unused sick leave at the employee’s regular rate of pay, excluding the nine percent (9%) PERS member share, in effect at the time of separation. Upon completing twenty (20) years of service and age 47, an employee may elect to cash out one-third of earned, unused sick leave, prior to separation, for a period not to exceed three years, up to the maximum dollar value of deferred compensation “catch up” permitted by law. In no event, can an employee cash-out a cumulative total greater than that permitted herein, and in no event shall the post-distribution sick leave balance be less than 120 hours. Effective October 1, 2017, sick leave payment, including the “catch-up” into the employee’s 457 deferred compensation account, shall be at the employee’s base rate of pay. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

Section 12.03  Payment on Disability Retirement

Employees separating from service because of a disability retirement, after five (5) years of service as a sworn law enforcement officer, will be compensated at 90% of the employee’s accumulated, unused sick leave at the employee’s current rate, regular rate of pay, excluding the nine percent (9%) PERS member share. Effective October 1, 2017, sick leave payment shall be at the employee’s base rate of pay. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

Section 12.04  Sick Leave Maximum Accrual and Annual Sick Leave Payout

Effective the date of adoption of this MOU by the City Council, employees shall accumulate sick leave at the rate of 3.7 hours per payroll period paycheck accumulation for each month’s service not to exceed a maximum of eight hundred (800) hours. Effective the date of adoption of this MOU by the City Council, on or about December 10 of each year, employees who maintain a balance of 800 4056 hours of sick leave accrual shall be paid for seventy-five percent (75%) of the sick leave accumulated and not used during the preceding twelve month period at the employee’s base rate of pay.

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The ten (10) members of this bargaining unit listed in Exhibit II shall be paid for hours in excess of eight hundred (800) at their regular rate of pay, excluding the nine percent (9%) PERS member share, upon ratification of the 2014-2018 Memorandum of Understanding. However, the exclusion of such 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

Effective from October 1, 2011 through September 30, 2013 (or September 30, 2014, in the event the MOU is extended by the ESPOA pursuant to Section 26.01), in lieu of accruing pay for 75% of sick leave over 1056 hours, unit employees shall accrue an equivalent number of hours of “limited use” time off.

Section 12.05 Family Emergency Leave/Sick Leave Utilization

Employees shall have the right to use nine (9) days of accumulated sick leave for family emergencies. Emergencies are generally of a medical nature, for illness or injury of a family member. Notwithstanding the foregoing, the City shall comply with the Federal and State regulations of the Family and Medical Leave Act, California Family Rights Act, Healthy Workplaces, Healthy Families Act of 2014 (“Paid Sick Leave Law” – AB 1522) and other applicable family leave laws. Depending upon the applicable leave law, “family member” may be defined as including, but not limited to, children, parents (of employee, spouse, or registered domestic partner), spouse, registered domestic partner, siblings, grandchildren, or grandparents.

ARTICLE 13 VACATION LEAVE

Section 13.01 Accrual Schedule – For Employees Hired On or After July 1, 1994

Vacation for employees hired on or after July 1, 1994, shall be accrued pursuant to the following schedule:

A. From commencement of the 1st year of service through and including completion of the 5th year of service – 96 hours per year.

B. From commencement of the 6th year of service through and including completion of the 10th year of service – 120 hours per year.

C. From commencement of the 11th year of service through and including completion of the 15th year of service – 144 hours per year.

D. From commencement of the 16th year of service through and including completion of the 16th year of service – 176 hours per year.

E. From commencement of the 17th year of service and for all years of service thereafter up to and including the 25th year – an additional 8 hours per years of service (i.e., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours ... 25 years and each year thereafter = 248 hours). Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours ... 25 years and each year thereafter = 256 hours).
Section 13.02  Accrual Schedule - For Employees Hired Before July 1, 1994

Vacation for employees hired before July 1, 1994 shall be accrued in accordance with the following schedule:

A. For the first seven years of continuous service with the City – 96 hours per year.

B. After seven years and until the completion of fourteen years of continuous service – 136 hours per year.

C. After fourteen years of continuous service and until the completion of sixteen years of continuous service – 176 hours per year.

D. From commencement of the 17th year of service and for all years of service thereafter up to and including the 25th year – increasing 8 hours per year of service (i.e., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours . . . 25 years and each year thereafter = 248 hours).

Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours . . . 25 years and each year thereafter = 256 hours)

Section 13.03  Vacation Sell Back

Commencing February 21, 2017, the City will allow employees in the Association to sell back 100% of their annual vacation accrual at the regular base rate of pay during a single payroll period to be determined each fiscal year by the employee. The vacation sell back option is available for use by the employee after completion of one year of service with the City. All vacation payouts shall be at the base rate of pay and shall not include the nine percent (9%) PERS member share. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

Effective from October 1, 2011 through September 30, 2013 (or September 30, 2014, in the event the MOU is extended by the ESPOA pursuant to Section 26.01), this provision shall be suspended.

ARTICLE 14  BEREAVEMENT LEAVE

Section 14.01  Maximum Leave Time

The practice of granting three (3) working days of bereavement leave per incident shall be increased to 40 hours per incident in those circumstances where travel to a funeral or other memorial proceeding is 500 or more miles one way as measured from the El Segundo City Hall.

Section 14.02  Immediate Family Members Defined

The definition of the “immediate family” whose funeral or memorial proceeding qualifies for use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee’s spouse or significant other.
ARTICLE 15  JURY DUTY

Section 15.01  Provision

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 voirie 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—during any portion of a day that the employee is relieved of Jury Duty for three or more consecutive hours.

f. The employee must provide documentation of his or her daily attendance on Jury Duty.

ARTICLE 16  HEALTH BENEFITS

Section 16.01  Medical Insurance Continuation - On Duty Death

A. 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 officer until age 18. Said medical premium payments on behalf of the children of a deceased officer shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

B. 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 officer was receiving at the time of his/her death. For example, if at the time of death, the officer was enrolled in a specific HMO Plan, then future premium payments made pursuant to this article shall be in an amount required to maintain comparable plan benefits.
Section 16.02 Optical, Dental, and Life Insurance

The City will pay 100% of the premiums for the agreed upon dental, optical and life insurance for employees and eligible dependents to the maximum dollar amount of $85 per month. Effective August 1, 2005, the City’s maximum dollar contribution will be increased to $135 per month. The City will apply the maximum dollar amount to the payment of the various premiums in the following order of precedence: optical insurance first, then life insurance, and finally dental insurance.

A. The City will adopt a dental plan and pay the premium cost for employees only. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage; however, the City agrees to consult with employees through the insurance committee and consider all suggestions and presentations on the insurance plan to be purchased.

B. The City will provide every member of the Association with $10,000 of life insurance at City cost. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.

C. The City shall make available any city-wide improvements to the dental benefit, to the Association.

D. Selection of the vision insurance plan carrier shall be made by the City.

Section 16.03 Medical Contract

The City contracts with the California PERS for the Public Employees’ Medical and Hospital Care Program for medical insurance.

Section 16.04 City Medical Contribution

Effective through March 31, 2017, the maximum monthly medical contribution by the City is $1334.91 per employee per month. Effective April 1, 2017, the rate shall increase to $1425.02. The rate of $1425.02 shall remain in effect for the term of this MOU. The monthly City-paid Health Insurance Premium Contribution for medical/mental health insurance will be equal to the average dollar cost of the premium for an employee and two (2) or more dependents for the HMO’s available to employees under the Public Employees’ Medical and Hospital Care Program in the Los Angeles area, as that term is defined by CalPERS (Los Angeles, San Bernardino and Ventura County).

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 current monthly rate is $9.52 and is subject to change.

During the term of this Agreement, either party may reopen the contract in order to consider alternatives to the PERS medical plan. The City agrees that it will only propose plans that provide for a cost-effective, comprehensive medical package for employees and their families that provide comparable benefits to current plan, including, but not limited to, portability. There will be no change in insurance plans prior to the January 2010 plan year without agreement of the parties.
Section 16.05  Body or Heart Scan

Commencing July 1, 2008, each employee shall be eligible to receive a “body or heart scan” to be conducted once every two (2) years at City expense. Eligibility for the “body or heart scan” shall be determined by the examining physician at the Westchester Medical Group/Center for Heart and Health during the employee’s annual examination pursuant to the July 3, 2003 FITNESS FOR DUTY POLICY. The physician shall determine whether or not undertaking a “body or heart scan” is reasonable and appropriate.

Section 16.06  Maximum City Funding of Active Employee/Retiree Insurance Premiums

The cumulative monthly City-funding of any PERS medical insurance plans for active employees and/or retirees, shall not exceed $1,800.00 per month.

ARTICLE 17  UNIFORM AND SAFETY EQUIPMENT ALLOWANCE

Section 17.01  Provision & Annual Allowance

The City shall provide required uniforms and safety equipment to eligible employees. For purposes of this article, safety equipment shall include a weapon selected by the Police Chief. In addition, the City shall pay to each unit employee a uniform allowance of $715.00 per year. Effective February 21, 2017, the uniform allowance shall no longer be provided to members of this bargaining unit. Effective from October 1, 2011 through September 30, 2013 (or September 30, 2014, in the event the MOU is extended by the ESPOA pursuant to Section 26.01), the City shall not pay a uniform allowance.

ARTICLE 18  CELL PHONE STIPEND

Section 18.01  Monthly Stipend

Employees designated by the Chief of Police may receive an eighty dollar ($80) monthly stipend to offset the cost of utilizing their personal devices for work-related purposes.

ARTICLE 198  RETIREMENT BENEFITS

Section 198.01  PERS Retirement Formula

A. The City has implemented the 3% at 50 PERS retirement formula for all affected employees.

B. Tier II: Employees covered by classifications in this bargaining unit who are hired on or after October 6, 2012 and are otherwise not a “new employee” and/or “new member” of CalPERS under Government Code Section 7522.04 of AB340, also known as the California Pension Reform Act of 2013, shall be subject to the 3%@55 retirement formula. For employees first hired by the City in a sworn capacity on or after October 1, 2011, (or such later date as the City’s contract with CalPERS becomes effective) the retirement formula shall be 3% at 55, pursuant to California Government Code Section 21363.1.

C. Effective January 1, 2013, new safety employees and/or members, as defined by AB340, will be subject to the 2.7%@57 retirement formula as well as all other statutory requirements established by AB340.
Section 198.02 **PERS Payment Pickup Reported as “Compensation Earnable”**

Employees who are “classic” members, as defined by the California Pension Reform Act of 2013 (AB340), shall pay their statutorily required nine percent (9%) employee contribution to CalPERS effective March 4, 2017 and simultaneously with salary increases identified in Section 2.01 (ie employees shall pay an amount equal to 9% of compensation earnable as the employee contribution to PERS). In accordance with Resolution No. 4497 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).

The City shall pay on behalf of each employee his or her required 9% “employee contribution” to CalPERS, pursuant to California Government Code 20961. Effective from October 1, 2011 through September 30, 2013 (or September 30, 2014, in the event the MOU is extended by the ESPOA pursuant to Section 26.01), the City shall pay on behalf of each employee six percent (6%) of his or her required “employee contribution” to CalPERS and the employee shall pay three percent (3%) additionally, the City shall report the full amount of its pick-up of the required “employee contribution” to the California Public Employees’ Retirement System as compensation earnable, pursuant to California Government Code 20636(c)(4). Said contributions will also be paid on holiday pay received by eligible employees.

Section 198.03 Optional **PERS** Contract Provisions

A. The City shall provide “Level 4” 1959 Survivors Benefits in accordance with Government Code § 21574.

B. The City shall provide Pre-Retirement Option 2W Death Benefit in accordance with Government Code § 21548 PRE-RETIREMENT OPTION 2W DEATH BENEFIT.

C. The City shall provide the Single Highest Year formula for “classic” members only as defined by AB340, in accordance with Government Code Section § 20042.

Section 198.04 **Minimum Service with City of El Segundo to Receive Retirement Benefits**

Employees who retire must have earned service credit with CalPERS been employed for a minimum of five (5) years with the City of El Segundo as a peace officer to receive the following benefits: pay for unused sick leave balance; the option of continuing to participate in the City’s group insurance programs; and the right to receive a contribution toward medical insurance for the retiree and 1 dependent. In addition, employees are eligible for payments of unused sick leave pursuant to Article 12.

Section 198.05 **Retiree Health Insurance Contribution Program**

The City will contribute to a retiree health insurance contribution program for retirees who participate in the Public Employees’ Medical and Hospital Care Program. The program will provide for the following maximum contribution:

<table>
<thead>
<tr>
<th>Year of Retirement</th>
<th>Amount of Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1995 and after</td>
<td>Average dollar cost of the premium for an employee and 2 or more dependents for the HMO's available to employees under PEMHCA</td>
</tr>
</tbody>
</table>
ARTICLE 2019 DIRECT DEPOSIT and FLEXIBLE SPENDING ACCOUNT

Section 2019.01 Direct Deposit

It is agreed between the City and the Police Officers’ Association that it is in the mutual interest of the City and its employees that all covered employees utilize the currently available direct deposit system. Employees who do not desire to utilize direct deposit shall make their wishes known in writing to the City’s Director of Finance, together with a statement of their reasons therefore. Exceptions to this direct deposit policy shall not be unreasonably denied.

Section 2019.02 Flexible Spending Account

The City will maintain the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

ARTICLE 210 COMPUTER LOAN PROGRAM

Section 210.01 Initial Loan

All participants in the loan program will be eligible for an initial, interest free loan in the amount of $4,000 (four thousand dollars).

Section 210.02 Prior and Outstanding Balances

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.

Section 210.03 Requirements and Conditions

A. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at the currently interest rate of 3%. All loans would include a 36-month repayment term.

B. Eligible purchases shall be expanded to include ergonomic-related furniture and equipment.

C. Anti-viral software shall be required as a prerequisite in granting requested loans.

D. City would 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.

E. The practice of “refinancing” to the maximum loan amount is prohibited. “After-the-fact” financing is allowed only with prior approval of the Director of Finance or his/her designee.

F. Loans shall be repaid through payroll deductions over a 3 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.
ARTICLE 224  MATERNITY POLICY

Section 224.01  Policy

An officer may transfer to a light duty assignment, at any point during pregnancy, with physician verification of a need for placement in a light duty assignment. Additionally, an officer, upon return from leave of absence, will resume her previous assignment or bid on a position wherever possible.

ARTICLE 232  CATASTROPHIC LEAVE PROGRAM

Section 232.01  Definition of a Catastrophic Illness or Injury

A catastrophic illness or injury is a chronic or long-term health condition that is incurable, or so serious that, if not treated, would likely result in a long period of incapacity.

Section 232.02  Eligible Employees for Donation and Program Usage

A. All permanent full-time or part-time sworn employees will donate 6.00 hours of either sick leave, vacation or compensatory leave time, per year, to the catastrophic leave bank, until a unit total of 1,000 hours have been contributed to the catastrophic leave bank. Employees may donate additional time to the catastrophic leave bank by completing a Catastrophic Leave Time Donation Request Form prior to donating more accumulated leave time. Employees, or their designated representative, requesting use of the leave bank must complete a Request to Receive Catastrophic Leave Time Form as soon as possible prior to, or within a reasonable time frame after, catastrophic illness or injury. Completed forms must be submitted to the Director of Human Resources/Risk Management or his/her designee.

B. Forms are available from the Human Resources Department. The Human Resources Department will maintain all Catastrophic Leave Policy materials.

Section 232.03  Policy Procedures

A. Administration - This bank will be administered by a joint employer/employee committee composed of two (2) representatives from the El Segundo Police Officers' Association, one (1) from the Human Resources Department and one (1) from the Finance Department.

B. Donation Requests - In addition to the July 1 mandatory donation, eligible employees may transfer additional accrued sick leave, vacation or compensatory leave time for donation to an employee, or employees experiencing catastrophic illness/injury and who have exhausted all other personal leaves. Donated time can only be made in increments of four (4) hours. Additionally, employees shall designate whether their 6.00 hour contribution made to the catastrophic leave bank shall be made from the sick, vacation or compensatory leave banks. Should recipient employees not use all their allocated donated time, any balance will remain in the bank for future utilizations.

C. Transfer requests will be reviewed by the Catastrophic Leave Committee for approval and for verification that the donating employee maintains the required minimum 100 leave hours after his or her donation.

D. Donations of accumulated time are irrevocable.
E. Catastrophic leave shall not be used to supplement leaves due to industrial injuries or illness. However, catastrophic leave may be used to supplement long-term disability benefits.

ARTICLE 243 LAYOFF PROCEDURES

Section 243.01 Grounds for Layoff - 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 by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his or her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change.

Section 243.02 Notice to Employees - An employee filling a full time position shall be given fourteen (14) calendar days prior notice of layoff. Employees transferred, reduced or displaced shall be given five (5) calendar days notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

Section 243.03 At-Will Employees - 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.

Section 243.04 Procedures for Layoff - A permanent employee in a classification affected by a reduction in force shall be laid off based on 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 City service, etc. Seniority shall be determined by hire date. City seniority shall be used to effectuate the procedures set forth in this Article. Seniority for part-time employees shall be calculated as one-half (½) time from the date of hire with the City.

Section 243.05 Breaking Ties - In cases where two or more employees have the same date of hire (i.e. equal seniority), retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years, provided the last rating had been filed more than thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

Above Standard - 24 points
Standard - 12 points
Below Standard - 0 points

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have overall evaluation ratings for the last three (3) years on file, ties shall be broken by a coin toss.

Section 243.06 Reduction to a Vacant Position - An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest seniority,
etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.

Section 243.07 Displacement Rights

A. An employee designated for layoff as a result of abolition of a position or classification may displace ("bump") an employee in a lower classification in which the employee has prior service, provided the laid off employee has greater seniority than the employee in the lower classification.

B. An employee designated for layoff with greater seniority may displace ("bump") a less senior employee in a lower classification, for which he/she is immediately qualified to perform.

Section 243.08 Salary Placement

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 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 reemployment list or lists.

Section 243.09 Reemployment List

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 refuses 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.

Section 243.10 Letter of Layoff

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.

Section 243.11 Rights on Reemployment

If a person is reemployed by the City within three 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.

Section 243.12 Appeal

An employee who 1) has not been provided a letter of layoff, per Section 24.10, the employee shall be treated as if he/she had been terminated for disciplinary purposes and shall be permitted to appeal the decision per the Disciplinary Appeal Procedure; or 2) has not been provided proper bumping or displacement rights, may file an appeal to the Director of Human Resources/Risk Management.

Section 23.13 — Limited Agreement Not to Lay-Off

1. The City agrees to guarantee that no layoffs of unit members will occur during the term of this MOU unless at any time during the term of the contract the general fund actual core gross revenues as defined in Article 2 for any six-month period fall seven and one half percent (7.5%) below the prior fiscal year actual core gross revenues for the same six month period.

2. Before instituting any layoffs the City will agree to meet and confer in good faith with the Association to explore alternative cost-saving approaches.

ARTICLE 254 GRIEVANCE PROCEDURE

Section 254.01 Definition of Terms

**Grievance** - A grievance is an alleged violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of a Memorandum of Understanding. A grievance is distinct from an appeal arising from disciplinary action in that it a grievance is a violation, misinterpretation or misapplication of a specific written departmental or agency rule and/or policy or specific provision of a Memorandum of Understanding.

**Grievant** - A grievant is an employee or group of employees adversely affected by an act or omission of the agency.

**Day** - A day is a business day (Monday-Friday).

**Immediate Supervisor** - The first level supervisor of the grievant.

Section 254.02 Time Limits

A. **Compliance and Flexibility**

With the written consent of both parties, the time limitation for any step may be extended or shortened.

B. **Calculation of Time Limits**

Time limits for the appeal provided in each level shall begin the day following receipt of a written decision or appeal by the parties.
C. Failure to Meet Time Limits

Failure at any level of this procedure to communicate the decision on a grievance by the City within the specified time limits shall permit lodging an appeal at the next level of the procedure within the time allotted had the decision been given. If the grievance is not processed by the grievant or grievants in accordance with the time limits, the decision last made by the City shall be deemed final.

Section 254.03 Procedure

Grievances will be processed as follows:

A. **Level I** - Within ten days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days.

B. **Level II** - If the grievance is not resolved at Level I, the grievant may submit a written grievance to the second level supervisor within five (5) days following the expiration of time at Level I.

1. **Procedure for Filing a Grievance** - In filing a grievance, the employee should set forth the following information:
   a. If possible, the specific section of the departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
   b. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.
   c. The date or dates on which the violation, misinterpretation or misapplication occurred.
   d. The documents, witnesses or other evidence which support the grievant's position, which are known to the grievant at the time of filing the grievance, shall be presented with the grievance and may be supplied after the initial filing of the grievance.
   e. The remedy requested,

C. **Level III** - If the grievance is not resolved by the second level supervisor, the grievant may present the grievance in writing to the department head within five (5) days. The department head will respond in writing within ten (10) days.

D. **Level IV** - If the grievance is not resolved by the department head, the grievant may present the grievance in writing to the City Manager within five (5) days. The City Manager or designee will conduct an informal hearing and render a decision. Each party shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.
Section 254.04 Matters Excluded from the Grievance Procedure

A. The grievance procedure is not intended to be used for the purpose of addressing requests or changes in wages, hours or working conditions.

B. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews beyond the department head.

C. The procedure is not intended to be used to challenge the merits of a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase.

D. The procedure is not intended to be used in cases of reduction in pay, demotion, suspension or a termination, but are subject to the formal appeal process outlined in Ordinance 586.

Section 254.05 Conferences

Grievants and City representatives, upon request, shall have the right to a conference at any level of the grievance procedure.

ARTICLE 265 POLICIES

Section 265.01 Occupational Injury and Illness Policy

The parties have agreed upon an Occupational Injury and Illness Policy, dated July 22, 2003.

Section 265.02 Disability Retirement Policy

The parties have agreed upon a Disability Retirement Policy, dated May 2010.

Section 265.03 Fitness for Duty Policy

The parties have agreed upon a Fitness for Duty Policy, dated July 3, 2003.

Section 265.04 POBR LIMITED APPEALS

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal process established pursuant to the City of El Segundo Ordinance utilizing the Los Angeles County Civil Service Commission hearing process (Municipal Code § 1-6-16.)

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal pursuant to the City Ordinance utilizing the Los Angeles County Civil Service Commission hearing process (set forth in Municipal Code § 1-6-16.) It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing before the Los Angeles County Civil Service Commission.

1. Right to Administrative Appeal

A. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) consisting
of a written reprimand, a transfer for purposes of punishment, specialty, assignment, bonus, or similar pay, or a suspension for five (5) or less days, is entitled to an administrative appeal only pursuant to this procedure. An officer shall not be entitled to appeal an action prior to its imposition.

B. The City and the Association mutually agree to reopen the Memorandum of Understanding regarding the drafting of a POBR Hearing Policy regarding a reduction in salary caused by a reassignment resulting in a loss of incentive, specialty assignment, bonus, or similar pay.

C. An officer who appeals a punitive action under this procedure shall bear his/her own costs associated with the appeal hearing, including but not limited to any and all attorney fees. The cost of a hearing officer shall be equally borne by the Association and the City.

2. Appeal of Written Reprimands

A. Within five (5) calendar days of receipt by an officer of notification of punitive action consisting of a written reprimand, the officer shall notify the Chief of Police in writing of the officer’s intent to appeal the written reprimand.

B. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

3. Hearing Officer (Appeal of Written Reprimands Only)

A. The City Manager shall hear appeals of written reprimands, and may adopt, modify or reject the written reprimand. The City Manager’s decision shall be final and binding.

B. The City Manager level administrative appeal shall not be a trial-type evidentiary hearing. The limited purpose of the hearing shall be to provide the officer with an opportunity to establish a record of the circumstances surrounding the action and to seek modification or rejection of the written reprimand. There shall be no subpoenas issued (for people or documents.)

4. Appeal of Other Punitive Action

A. Appeal of punitive action consisting of suspensions of five (5) or less days, a transfer for purposes of punishment, or a reduction in salary caused by a reassignment shall be subject to appeal by means of the officer filing an appeal with the Chief of Police within five (5) calendar days of receipt by the officer of notice of punitive action being implemented on a date certain. The officer shall notify the Chief of Police in writing of the officer’s intent to appeal said action.

B. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
C. The appeal shall be presided over by a hearing officer selected from a list of nine (9) provided by the State Mediation and Conciliation Service. The hearing officer shall be selected by alternate striking of names by the respective parties.

5. Conduct of Hearing (5 days or less suspensions, transfers for purposes of punishment, reduction in salary caused by a reassignment.)

A. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

B. The parties may present opening statements.

C. The parties may present evidence through documents and direct testimony.

D. The parties shall not be entitled to confront and cross-examine witnesses.

E. Following the presentation of evidence, if any, the parties may present closing arguments.

F. Recording of the Hearing

The hearing shall be audio recorded.

G. Representation

The officer may be represented by a representative of his or her choice at all stages of the proceedings. All costs associated with such representation and the presentation of the officer’s case, shall be borne by the Association.

The Department shall also be entitled to representation at all stages of the proceedings. The Department shall bear its cost of representation and of presentation of its case.

6. The hearing officer fees shall be equally borne by the City and the Association.

7. Decision

A. The decision of the hearing officer shall be final subject to the right of each party to the proceeding to contest the hearing officer’s determination by means of a C.C.P. § 1094.5 petition for writ of mandate.

Section 265.05 Drug Free Work Place Policy

The City and the Association mutually agree to reopen the Memorandum of Understanding regarding the City’s Substance Abuse Policy and Drug Free Work Place Statement, drafted July 1, 2008.

Section 265.06—Retiree Medical Trust

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The City and the Association mutually agree to re-open the Memorandum of Understanding regarding the establishment and administration of a PORAC Retiree Medical Trust for Association members.

ARTICLE 276 TERM OF AGREEMENT

Section 276.01 Term

The term of this MOU shall commence on October 1, 2014 and shall end on September 30, 2018. provided, however, the Association shall have the unilateral option to extend this agreement one additional year (to September 30, 2014) by providing written notice to the City Manager on or before March 30, 2013.

ARTICLE 287 "LIMITED USE" TIME OFF

Section 287.01 Employees shall be paid at the employee's regular rate of pay for any unused accumulated "limited use time off" upon adoption by the City of this MOU. The calculation of the payout is without prejudice to any rights, claims or defenses by the parties regarding the dispute referenced in Section 2.02." As specified in this MOU, employees granted "limited use" time off in lieu of pay shall be permitted to accrue such paid leave without limitation. An employee wishing to use "limited use" time off must obtain approval from his or her supervisor. "Limited use" time off requests shall generally only be granted when, at the time of the request, it does not appear that an overtime backfill will be required. Once a request for "limited use" time off is approved, it shall be granted. Employees cannot cash in "limited use" time off, except upon separation from the City. Upon such separation an employee shall be paid for all "limited use" time off at the employee's regular rate of pay then in effect.

ARTICLE 298 WORK SCHEDULE

Section 298.01 Work schedule - prior to January 2012 bid

Unit employees assigned to Patrol shall work a 4/10 work schedule that consists of a weekly schedule of four consecutive work days of 10 consecutive hours each (inclusive of paid breaks and a 45-minute paid meal period) followed by three consecutive days off.

Section 298.02 Alternate Work Schedule - post January 2012 bid

Effective coincident with the start of the January 2012 bid, employees assigned to Patrol will work either a 3/12.5 or 3/12.5 - 4/10 hybrid schedule. The determination of which schedule is used shall be made jointly by the police chief and the Association.

a. 3/12.5 schedule - consists of a weekly schedule of three consecutive work days of 12.5 consecutive hours each (inclusive of paid breaks and a 45-minute paid meal period) followed by three consecutive days off. In addition, each employee shall be scheduled to work one additional shift each of 10 consecutive hours (inclusive of paid breaks and a 45-minute paid meal period) each 28 days.

b. 3/12.5 - 4/10 hybrid schedule - consists of having some employees being regularly assigned a 3/12.5 schedule (see above) and others being regularly assigned a 4/10 schedule (see Section 28.01, above). The determination of what days of the week will be assigned either the 3/12.5 or the 4/10 shall be made by mutual agreement of the parties.

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**Trial Period**—The alternate schedule implemented coincident with the January 2012 bid shall be in effect for eighteen (18) months during which the parties will assess it. Periodically the police chief and the association will meet to discuss the effectiveness of the alternate schedule and to resolve issues that might arise. Either the police chief or the association may terminate the alternate schedule by providing the other party with written notification during the period that is at least 15 days, and not more than 30 days, prior to the expiration of the 18 month trial period. If the alternate schedule is terminated, patrol personnel shall revert to the 4/10 schedule coincident with the July 2013 bid. If not terminated during the appropriate period, the alternate schedule then in effect shall become the regular patrol schedule, unless and except modified at subsequent negotiations.

Signed by the City:

---

Doug Willmore, City Manager

Greg Carpenter, City Manager

Deborah Cullen, Finance/Human-Resources Director

Martha Dijkstra, Human Resources Manager

Signed by the Association:

---

Sgt. Mike Gill, POA President

Brandon Browning, Vice President

Date

Date

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COMPREHENSIVE MEMORANDUM
OF
UNDERSTANDING

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ARTICLE 1  GENERAL PROVISIONS

Section 1.01  Preamble

This Memorandum of Understanding is entered into with reference to the following:

A. The El Segundo Police Officers’ Association (hereinafter referred to as the “Association”) is the exclusively recognized employee organization for all personnel employed by the City of El Segundo (hereinafter referred to as “City”) in the unit of representation including the following classifications and positions (hereinafter referred to as affected employees): Police Sergeant and Police Officer. During the life of this agreement, such exclusive recognition may only be modified pursuant to the provisions of City Resolution No. 3208.

B. In the interest of maintaining harmonious relations between the City and the affected employees, authorized representatives of the City Council of City and the Association have met and conferred in good faith, exchanging various proposals concerning wages, hours and the terms and conditions of employment of affected employees within the lawful scope of representation of Association pursuant to California Government Code Sections 3500 et. seq. and City Resolution Number 3208.

C. The authorized representatives of the City Council of City and the Association have reached a mutual agreement as to certain wages, hours and other terms and conditions of employment of the affected employees, this memorandum of which shall be submitted to the City Council of City for its consideration and if adopted, for implementation of its terms and conditions by appropriate ordinance, resolution or other lawful action. This Memorandum of Understanding is a comprehensive statement of agreed-upon wages, hours and other terms and conditions of employment.

D. Unless otherwise provided for herein, all terms and conditions described herein shall be effective February 21, 2017 by the City Council.

Section 1.02  Management Rights

A. Except as limited by the specific and express terms of this Memorandum of Understanding, the City hereby retains and reserves unto itself all rights, powers, authority, duty, and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California and/or United States of America.

B. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this Memorandum of Understanding is intended to circumscribe or modify the existing right 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 from duties because of 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.
Section 1.03 Savings Clause

If any provision or the application of any provision of this Memorandum of Understanding shall 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 full force and effect for the duration of said memorandum.

Section 1.04 No-Strike Clause

A. The El Segundo Police Officers’ Association agrees that during the term of this Memorandum of Understanding their members employed by the City of El Segundo will not strike or engage in any work stoppage or slowdown, engage in any concerted failure to report for duty, or fail to perform their duties in whole or in part for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.

B. The Association also agrees that their members employed by the City of El Segundo will not refuse to cross a picket line in performance of their normal and customary duties, nor will the aforementioned employee organization attempt to influence, either directly or indirectly, other employees to honor an existing picket line in the performance of their normal and customary duties as employees.

C. It is understood that any employee violating this provision may be subject to discipline up to and including termination by the City.

D. It is understood that in the event this provision is violated the City may be entitled to withdraw any rights, privileges or services provided for in this Agreement or in City policy from any employee and/or the Association.

Section 1.05 Association Dues Deduction

The City agrees to:

A. Provide official dues deductions for all employees who subscribe to Association membership;

B. Provide official payroll deductions for City-approved Association insurance and welfare plans, not to exceed five programs;

C. Provide the Association with a list of newly-hired employees in the representation unit monthly.

Section 1.06 Association Administrative Time

Association is granted a total of three hundred hours (as a group) per calendar year of paid Association Administrative Leave (AAL) for the conduct of Association’s business and for its members to participate in activities that further the interests or prestige of the Association. These activities shall include, but shall not be limited to attending the Peace Officers’ Research Association of California conference, attending other conference or seminars, instructional classes or participating on various local or statewide committees or boards. AAL must be authorized by the Association President and approved by the Police Chief.

Section 1.07 Association Hearing Cost Contribution

The Association will pay for one-half of the costs incurred in connection with Los Angeles County Civil Service Commission hearings to a maximum of $3,000 per year.
Section 1.08 Maintenance of Existing Benefits

A. This 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.

B. Nothing herein prevents the City and Association 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 Association are required to effect any change.

Section 1.09 Non-Discrimination

A. The Association and the City recognize and agree to protect the rights of all employees to join and/or participate in protected Association activities or to refrain from joining or participating in Association activities.

B. The Association and the City 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 employment opportunities for all employees. The Association and the City shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

ARTICLE 2 SALARY

Section 2.01 Salary

The base salary schedule of unit classifications shall be as follows effective March 4, 2017 (also incorporated as Exhibit I):

<table>
<thead>
<tr>
<th>Step</th>
<th>Officer Base Salary</th>
<th>Sergeant Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step A</td>
<td>$6298.02</td>
<td>$7890.12</td>
</tr>
<tr>
<td>Step B</td>
<td>$6612.93</td>
<td>$8284.63</td>
</tr>
<tr>
<td>Step C</td>
<td>$6943.58</td>
<td>$8698.86</td>
</tr>
<tr>
<td>Step D</td>
<td>$7290.76</td>
<td>$9133.79</td>
</tr>
<tr>
<td>Step E</td>
<td>$7655.28</td>
<td>$9590.49</td>
</tr>
</tbody>
</table>

Section 2.02 Regular Rate of Pay

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 regular rate of pay shall be calculated in dollars and cents rounded off to two (2) decimal places to the right of the decimal point.

The parties acknowledge that there is a pending dispute between the parties as any City obligation to include the value of the employer paid member contribution to PERS when calculating the regular rate of pay. Without waiving any right, claim or defenses by the parties, it is understood that commencing March 4, 2017, the City shall not pay the employee’s nine percent (9%) PERS member contribution and consequently the employer paid member contribution of nine percent (9%) does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay nor shall it be applied to any leave payouts.

FLSA Work Period – The FLSA Work Period shall be defined as eighty (80) hours in a fourteen (14) day period.

Paid Leave Exclusions – In determining an employee’s eligibility for overtime compensation in a work period, sick leave shall be excluded from the total hours worked except in instances of Reimbursable Overtime or Forced Hire Overtime. Forced Hire Overtime is defined to mean when an employee is forced by the Police Department to work or where the employee is subpoenaed or ordered to testify in Court.

Section 2.03 Step Advancement - Accelerated

The Police Chief may recommend to the Human Resources Director for approval by the City Manager that an employee receive an accelerated advancement of part or all of the next salary step increase in the Basic Salary Range (A – E Steps) based on exemplary job performance. The accelerated salary advancement shall not change the affected employee’s anniversary date.

Section 2.04 Notice Requirement to Withhold Step Increase

The City shall have the option during or after the term of this agreement to provide employees written notice of the intent to withhold a salary step increase and the reasons for same no later than the end of the pay period which begins after the employee’s anniversary date.

ARTICLE 3 EDUCATION/CERTIFICATE INCENTIVE

Section 3.01 Educational Compensation

Members of this bargaining unit hired before February 21, 2017 shall be frozen at their current level of education compensation/POST Certificate compensation unless a Bachelor’s degree is obtained at any time or AA or is conferred/completed by February 21, 2022 or a Master’s Degree in conferred/completed by September 30, 2018. Therefore, employees hired on or before February 21, 2017 are entitled to continued incentive compensation for their pre-existing possession of the requisite college units/AA Degree/POST certificate/sworn law enforcement services as to POST pay as set forth in Section 3.01, subsections 1-3. Such employees hired on or before February 21, 2017 are also eligible for education incentive upon conferral of a Bachelor’s Degree or Master’s Degree as referenced above and more fully described in Section 3.01, subsections 4-5. The Master’s Degree incentive will be held in abeyance until the required years of service are met (if not met prior to September 30, 2018). Once obtained, the Bachelor’s or Master’s Degree pay (whichever is applicable) shall be frozen unless promoted to Sergeant.

The only education incentive available to members of this bargaining unit hired after February 21, 2017 shall be the Bachelor’s education incentive pay and once obtained, the Bachelor’s degree pay shall be frozen, unless promoted to Sergeant.
Subject to the foregoing, employees shall be eligible for education incentive compensation as follows:

1. Qualification for and possession of either 60 units, or AA degree, or Intermediate POST Certificate and completion of two (2) years of sworn law enforcement service shall entitle employee to the dollar amount in Exhibit 1 in the salary step to which the employee is entitled.

2. Qualification for and possession of either 60 units, or AA degree, and Intermediate POST Certificate and completion of two (2) years of sworn law enforcement service shall entitle employee to the dollar amount in Exhibit 1 in the salary step to which the employee is entitled.

3. Qualification for and possession of Advanced POST Certificate and completion of three (3) years of sworn law enforcement service shall entitle employee to the dollar amount in Exhibit 1 in the salary step to which the employee is entitled.

4. Qualification for and possession of Bachelor’s degree and completion of three (3) years of sworn law enforcement service shall entitle employee to the dollar amount in Exhibit 1 in the salary step to which the employee is entitled.

5. Qualification for and possession of Master’s degree and completion of four (4) years of sworn law enforcement service shall entitle employee to the dollar amount in Exhibit 1 in the salary step to which the employee is entitled.

6. Salary Schedule/Exhibit 1 is attached hereto and incorporated herein as though set forth in full.

Section 3.02 Certification Requirement for Educational Compensation

Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

Educational Reimbursements – “I certify that I successfully completed the course(s), receiving at least a grade of “C” or better” or a grade of “pass”, if the course was offered on a pass/fail basis. (Attach a 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 3.03 Longevity Achievement on Merit

1. Employees hired on or before February 21, 2017 shall be compensated for longevity in the following circumstances, as is set forth in Exhibit 1

   A. Upon completion of five years of paid, full-time sworn law enforcement service

   B. Upon completion of ten years of paid, full-time sworn law enforcement service

   C. Upon completion of fifteen years of paid, full-time sworn law enforcement service

   D. Upon completion of twenty years of paid, full-time sworn law enforcement service

   E. Upon completion of twenty-six years of paid, full-time sworn law enforcement service
2. Employees hired after February 21, 2017 shall be compensated for longevity in the following circumstances, as is set forth in Exhibit I

   A. Upon completion of six years of paid, full-time sworn law enforcement service

   B. Upon completion of thirteen years of paid, full-time sworn law enforcement service

   C. Upon completion of twenty years of paid, full-time sworn law enforcement service

3. 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; the employee is suspended without pay; or the employee’s most recent annual performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this benefit because of a substandard annual performance evaluation shall be evaluated quarterly thereafter until the supervisor deems quarterly evaluations to be no longer necessary. Once an employee receives his or her first performance evaluation, rated standard or above, the longevity pay shall be reinstated on the first payroll period following the employee’s requalification and may not be removed until the employee receives a further below standard or unsatisfactory annual evaluation.

ARTICLE 4

TUITION AND BOOK REIMBURSEMENT PROGRAM

Section 4.01 Policy and Eligibility

The following college-level tuition and book reimbursement program shall be applicable to all unit members:

Section 4.02 Undergraduate Studies (Studies undertaken in pursuit of an Associate's or a Bachelor's degree).

   A. The City shall reimburse each affected employee in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while a student at any accredited college or university having its campus in the State of California. However, the tuition reimbursement described herein, shall not exceed the per-unit tuition cost required by the University of California or California State University, whichever is higher.

   B. Tuition and book reimbursement shall be provided only for those classes in which a certified college or university transcript evidences the employee attaining a grade of “C” or better (or where classes are taken “pass/fail,” evidence must be provided of a “pass” grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

Section 4.03 Post-Graduate Studies (Post-Graduate studies are defined as those undertaken in pursuit of a degree beyond a Bachelor's).

   A. The City shall reimburse each affected employee pursuing post-graduate studies in an amount equal to 100% of tuition and book expenditures incurred while employed by the City and while pursuing said studies at the University of California or California State University;

   B. The City shall reimburse each affected employee pursuing post-graduate studies at other accredited institutions, in an amount equivalent to 80% of the tuition and book expenditures incurred while employed by the City and while pursuing said studies;

   C. Tuition and book reimbursement shall be provided only for those classes in which a certified university transcript evidences the employee attaining a grade of “C” or better (or where classes
are taken “pass/fail,” evidence must be provided of a “pass” grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

Section 4.04 Tuition Reimbursement Program – effective August 1, 2003.

A. The City will reimburse each applicable employee for the cost of undergraduate and graduate education, in an amount not to exceed 100% of the cost of tuition and book/supplies at UCLA or UCI, whichever is higher. All employees who are enrolled in graduate or undergraduate programs as of August 1, 2003, shall be permitted to complete their respective graduate or undergraduate degrees under the terms of the former Tuition Reimbursement program (See Sections 4.02 and 4.03 above).

B. Tuition and book reimbursement shall be provided only for those classes in which a certified university transcript from an accredited institution having its campus in the State of California, evidences the employee attaining a grade of “C” or better (or where classes are taken “pass/fail,” evidence must be provided of a “pass” grade) in classes approved pre-enrollment by the Chief of Police or his/her designee.

ARTICLE 5 PROMOTIONS

Section 5.01 Salary Differential upon Promotion

The City shall have the option to compensate supervisors newly appointed to their positions after July 1, 1986 at a base rate as long as it is higher than the base rate of their subordinates (no minimum 5% pay differential), exclusive of longevity pay, educational incentive pay, and special assignment pay.

Section 5.02 Educational Prerequisites for Promotional Positions

A. Any applicant seeking to participate in any segment of a Sergeant’s examination, must possess an Associate’s Degree or higher degree or possess a transcript documenting sixty or more semester units, or an equivalent amount of quarter or term units, earned towards a Bachelor’s Degree from a university or college accredited by POST standards.

B. An applicant seeking to participate in any segment of an examination for the positions of Sergeant, Lieutenant or Captain must be qualified for and possess a Bachelor’s degree at the time of participating in any such segment(s) of the examination.

ARTICLE 6 NO-SMOKING CLAUSE

Section 6.01 Establishment

All personnel employed on or after July 1, 1988, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty.

ARTICLE 7 OVERTIME COMPENSATION

Section 7.01 Pay for Public Relations Appearances

Police Officers and Police Sergeants who are required by the Chief of Police to make presentations to community groups on an overtime basis shall be compensated at one and one-half times their regular rate of pay.
Section 7.02 Court On-Call Pay

A. Except as set forth below, off-duty personnel who are placed in on-call status for court during either the morning or the afternoon session will receive three hours of paid overtime at a rate of time and one-half his/her regular rate of pay as defined in this MOU for each session the officer is in an on-call status. Off duty personnel who are placed in on-call status for court during both the morning and the afternoon sessions will receive six hours of paid overtime at a rate of time and one-half his/her regular rate of pay.

Officers will not receive on call pay if they are:

1. Called into court that session (in which case the employee will receive call-back pay);
2. Ordered to report to work;
3. Already receiving pay from the City for any other reason (e.g., IOD, administrative leave).

B. Officers shall not have the option of reporting to work in lieu of being in an on-call status.

C. Officers who are in an on-duty status are not eligible for court on-call pay.

Section 7.03 Call-Back Pay

A. A minimum of 4 hours of work time at one and one-half the employee’s regular rate of pay shall be credited for all call backs.

Section 7.04 Court Call-Back Pay

A. An officer called into court while off duty shall be paid overtime for all time served plus travel time (per Department General Order) or three hours (at time and one-half), whichever is greater. “Off-duty” for the purposes of this section means the officer is not on duty, on paid administrative leave, on paid IOD leave, or being paid for any other reason.

B. The City will pay $2.00 per meal for police officers required to be in attendance at court during meal periods.

ARTICLE 8 DIFFERENTIAL PAY

Section 8.01 Motor Officer, Canine Officer, Detective and Special Assignment Pay

The City shall pay motor officers a monthly $511.01 (Police Officer) or $640.19 (Sergeant.)

The City shall pay detectives, canine officers and employees designated by the Chief of Police as having special assignments, $425.84 per month.

Section 8.02 Motorcycle Maintenance

By and through the Association, those unit members assigned to motorcycle duty agree that the above monthly stipend is reasonably necessary to provide for the cleaning and maintenance of the assigned motorcycle and that this stipend is intended to compensate unit members assigned to motorcycle duty for all off duty hours spent cleaning and maintaining their assigned motorcycle, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for motorcycle cleaning and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty maintenance and cleaning duties. The hours represented by the above stipend in this agreement were determined after an actual inquiry of the officers
assigned to motorcycle duty, as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004.) It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

Since at least 2000, the method of agreeing upon the above stipend and its amount have been in accord with requirements of the FLSA.

**Section 8.03 Canine Unit**

By and through the Association, those unit members assigned to canine duty agree that the above monthly stipend is reasonably necessary to provide for the care and maintenance of the assigned canine and that this stipend is intended to compensate unit members assigned to canine duty for all off duty hours spent caring and maintaining for their assigned canine, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine care and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty care and maintenance duties. The hours represented by the above stipend in this agreement were determined after an actual inquiry of the officers assigned to canine duty, as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004.) It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

Since at least 2000, the method of agreeing upon the above stipend and its amount have been in accord with requirements of the FLSA.

**Section 8.04 Bilingual Pay**

The City will be responsible for utilizing a standardized, industry accepted test to determine applicants’ qualification for Bilingual Pay. An employee who demonstrates conversational fluency in Spanish (or another language designated by the Police Chief,) and is assigned to duties in which language skills are regularly used, shall be entitled to premium compensation of $283.90 (Police Officer) or $355.66 (Sergeant) monthly.

**ARTICLE 9 PHYSICAL FITNESS INCENTIVE PROGRAM**

**Section 9.01 Purpose**

It is the purpose of the El Segundo Police Department Physical Fitness Program to improve the level of physical fitness and health among sworn police personnel so that their field performance will be enhanced and also to improve their overall degree of wellness as an enrichment to their personal lives as well as a productivity benefit to the City.

**Section 9.02 Department Policy**

It will be the policy of the Police Department to work with officers individually and assist those that need to improve their lifestyle habits in order that fitness levels can be improved. There is no “failure” in participation, only the identification of needs and the recognition of strengths.
Section 9.03 Program Components

The Physical Fitness Program will consist of two basic components; they are a fitness examination and a fitness assessment.

A. Fitness Examination:

The examination will be comprehensive and will include the cardio-vascular system, the pulmonary function, a complete blood work-up, body composition analysis, and the lower digestive tract as well as a strength assessment. It will also include a complete medical history review with a physician and a subsequent review of the findings as well as an exercise/nutritional prescription.

B. Fitness Assessment:

1. The fitness assessment is the voluntary component of the program and will be administered by a department fitness coordinator and fitness committee.

2. The assessment will be a test to measure components of physical fitness which are:
   a. Cardio-vascular
   b. Strength
   c. Body composition
   d. Flexibility

   The assessment will be administered quarterly and will apply standards developed and used by the Cooper Aerobics Institute, Dallas, Texas, and will include sliding scales based on age and sex.

3. From the assessment will be developed a profile which will categorize participants into levels of fitness. Incentive provisions would then reward participants depending upon their fitness level.

4. Rewards would also be available for significant achievements and improvements. These rewards will be in the form of T-shirts, sports bags, sporting equipment and other similar incentives. It is thought that these types of rewards could be influential in maintaining interest and enthusiasm in those participants who would not otherwise qualify for fitness achievement categories.

ARTICLE 10 COMPENSATORY TIME

Section 10.01 Maximum Accrual

A separate bank shall be established for the accumulation of compensatory time off, with a maximum accrual of eighty (80) hours. The time bank shall be divided into separate banks for physical fitness and compensatory time off and the compensatory time bank shall be credited first with the remainder credited to the fitness pay.

Section 10.02 Physical Fitness Bank - Maximum Accrual Fitness Compensation

A separate bank shall be established for the accumulation of physical fitness time off, with a maximum accrual of fifty (50) hours. City has the option to pay the employee or increase the time
Section 10.03 Firearms Qualification

Police Officers and Police Sergeants will be compensated at their regular hourly rate of pay for firearms qualification as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Hours per Quarter (3 Calendar Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distinguished Expert</td>
<td>8 hours</td>
</tr>
<tr>
<td>Expert</td>
<td>6 hours</td>
</tr>
<tr>
<td>Sharpshooter</td>
<td>4 hours</td>
</tr>
<tr>
<td>Marksman</td>
<td>2 hours</td>
</tr>
<tr>
<td>Qualifying</td>
<td>0 hours</td>
</tr>
</tbody>
</table>

ARTICLE 11 HOLIDAY PAY

Section 11.01 Eligible Officers

Personnel who regularly work holidays shall be credited with 120 hours of paid holiday leave in their holiday bank.

ARTICLE 12 SICK LEAVE

Section 12.01 Payment of Sick Leave Accrual - After 10 Years Service

Employees, upon separation, after ten (10) years of service as a sworn law enforcement officer, will be compensated 50% of their accumulated, unused sick leave at the employee’s regular rate of pay, excluding the nine percent (9%) PERS member share, in effect at the time of separation. Effective October 1, 2017, sick leave payment shall be at the employee’s base rate of pay. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

Section 12.02 Payment of Sick Leave Accrual - After 20 Years Service

Upon an employee’s separation after twenty (20) years of service as a sworn law enforcement officer, the City will pay the employee for 100% of his/her accumulated, unused sick leave at the employee’s regular rate of pay, excluding the nine percent (9%) PERS member share, in effect at the time of separation. Upon completing twenty (20) years of service and age 47, an employee may elect to cash out one-third of earned, unused sick leave, prior to separation, for a period not to exceed three years, up to the maximum dollar value of deferred compensation “catch up” permitted by law. In no event, can an employee cash-out a cumulative total greater than that permitted herein, and in no event shall the post-distribution sick leave balance be less than 120 hours. Effective October 1, 2017, sick leave payment, including the “catch-up” into the employee’s 457 deferred compensation account, shall be at the employee’s base rate of pay. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

Section 12.03 Payment on Disability Retirement

Employees separating from service because of a disability retirement, after five (5) years of service as a sworn law enforcement officer, will be compensated at 90% of the employee’s accumulated,
unused sick leave at the employee’s regular rate of pay, excluding the nine percent (9%) PERS member share. Effective October 1, 2017, sick leave payment shall be at the employee’s base rate of pay. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

Section 12.04 Sick Leave Maximum Accrual and Annual Sick Leave Payout

Effective the date of adoption of this MOU by the City Council, employees shall accumulate sick leave at the rate of 3.7 hours per payroll period paycheck accumulation for each month’s service not to exceed a maximum of eight hundred (800) hours. Effective the date of adoption of this MOU by the City Council, on or about December 10 of each year, employees who maintain a balance of 800 hours of sick leave accrual shall be paid for seventy-five percent (75%) of the sick leave accumulated and not used during the preceding twelve month period at the employee’s base rate of pay.

The ten (10) members of this bargaining unit listed in Exhibit II shall be paid for hours in excess of eight hundred (800) at their regular rate of pay, excluding the nine percent (9%) PERS member share, upon ratification of the 2014-2018 Memorandum of Understanding. However, the exclusion of such 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

Section 12.05 Family Emergency Leave/Sick Leave Utilization

Employees shall have the right to use nine (9) days of accumulated sick leave for family emergencies. Emergencies are generally of a medical nature, for illness or injury of a family member. Notwithstanding the foregoing, the City shall comply with the Federal and State regulations of the Family and Medical Leave Act, California Family Rights Act, Healthy Workplaces, Healthy Families Act of 2014 (“Paid Sick Leave Law” – AB 1522) and other applicable family leave laws. Depending upon the applicable leave law, “family member” may be defined as including, but not limited to, children, parents (of employee, spouse, or registered domestic partner), spouse, registered domestic partner, siblings, grandchildren, or grandparents.
18 years = 192 hours, 19 years = 200 hours ... 25 years and each year thereafter = 248 hours. Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours ... 25 years and each year thereafter = 256 hours).

Section 13.02 Accrual Schedule - For Employees Hired Before July 1, 1994

Vacation for employees hired before July 1, 1994 shall be accrued in accordance with the following schedule:

A. For the first seven years of continuous service with the City – 96 hours per year.

B. After seven years and until the completion of fourteen years of continuous service – 136 hours per year.

C. After fourteen years of continuous service and until the completion of sixteen years of continuous service – 176 hours per year.

D. From commencement of the 17th year of service and for all years of service thereafter up to and including the 25th year – increasing 8 hours per year of service (i.e., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours ... 25 years and each year thereafter = 248 hours). Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours ... 25 years and each year thereafter = 256 hours)

Section 13.03 Vacation Sell Back

Commencing February 21, 2017, the City will allow employees in the Association to sell back 100% of their annual vacation accrual at the base rate of pay during a single payroll period to be determined each fiscal year by the employee. The vacation sell back option is available for use by the employee after completion of one year of service with the City. All vacation payouts shall be at the base rate of pay and shall not include the nine percent (9%) PERS member share. The exclusion of the 9% PERS members share from calculation of the regular rate of pay is without prejudice to any rights, claims, or defenses by the parties regarding the pending dispute previously referenced in Section 2.02.

ARTICLE 14 BEREAVEMENT LEAVE

Section 14.01 Maximum Leave Time

The practice of granting three (3) working days of bereavement leave per incident shall be increased to 40 hours per incident in those circumstances where travel to a funeral or other memorial proceeding is 500 or more miles one way as measured from the El Segundo City Hall.

Section 14.02 Immediate Family Members Defined

The definition of the “immediate family” whose funeral or memorial proceeding qualifies for use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee’s spouse or significant other.
ARTICLE 15  JURY DUTY

Section 15.01  Provision

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—during any portion of a day that the employee is relieved of Jury Duty for three or more consecutive hours.

f. The employee must provide documentation of his or her daily attendance on Jury Duty.

ARTICLE 16  HEALTH BENEFITS

Section 16.01  Medical Insurance Continuation - On Duty Death

A. 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 officer until age 18. Said medical premium payments on behalf of the children of a deceased officer shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

B. 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 officer was receiving at the time of his/her death. For example, if at the time of death, the officer was enrolled in a specific HMO Plan, then future premium payments made pursuant to this article shall be in an amount required to maintain comparable plan benefits.

Section 16.02  Optical, Dental, and Life Insurance

The City will pay 100% of the premiums for the agreed upon dental, optical and life insurance for employees and eligible dependents to the maximum dollar amount of $85 per month. Effective August 1, 2005, the City's maximum dollar contribution will be increased to $135 per month. The
City will apply the maximum dollar amount to the payment of the various premiums in the following order of precedence: optical insurance first, then life insurance, and finally dental insurance.

A. The City will adopt a dental plan and pay the premium cost for employees only. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage; however, the City agrees to consult with employees through the insurance committee and consider all suggestions and presentations on the insurance plan to be purchased.

B. The City will provide every member of the Association with $10,000 of life insurance at City cost. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.

C. The City shall make available any city-wide improvements to the dental benefit, to the Association.

D. Selection of the vision insurance plan carrier shall be made by the City.

Section 16.03 Medical Contract

The City contracts with the California PERS for the Public Employees’ Medical and Hospital Care Program for medical insurance.

Section 16.04 City Medical Contribution

Effective through March 31, 2017, the maximum monthly medical contribution by the City is $1334.91 per employee per month. Effective April 1, 2017, the rate shall increase to $1425.02. The rate of $1425.02 shall remain in effect for the term of this MOU.

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 current monthly rate is $9.52 and is subject to change.

Section 16.05 Body or Heart Scan

Commencing July 1, 2008, each employee shall be eligible to receive a “body or heart scan” to be conducted once every two (2) years at City expense. Eligibility for the “body or heart scan” shall be determined by the examining physician at the Westchester Medical Group/Center for Heart and Health during the employee’s annual examination pursuant to the July 3, 2003 FITNESS FOR DUTY POLICY. The physician shall determine whether or not undertaking a “body or heart scan” is reasonable and appropriate.

ARTICLE 17 UNIFORM AND SAFETY EQUIPMENT

Section 17.01 Provision

The City shall provide required uniforms and safety equipment to eligible employees. For purposes of this article, safety equipment shall include a weapon selected by the Police Chief. Effective the date of adoption of the MOU, the uniform allowance shall no longer be provided to members of this bargaining unit.
ARTICLE 18  CELL PHONE STIPEND

Section 18.01 Monthly Stipend

Employees designated by the Chief of Police may receive an eighty dollar ($80) monthly stipend to offset the cost of utilizing their personal devices for work-related purposes.

ARTICLE 19  RETIREMENT BENEFITS

Section 19.01 PERS Retirement Formula

A. The City has implemented the 3% at 50 PERS retirement formula for all affected employees.

B. Tier II - Employees covered by classifications in this bargaining unit who are hired on or after October 6, 2012 and are otherwise not a “new employee” and/or “new member” of CalPERS under Government Code Section 7522.04 of AB340, also known as the California Pension Reform Act of 2013, shall be subject to the 3%@55 retirement formula.

C. Effective January 1, 2013, new safety employees and/or members, as defined by AB340, will be subject to the 2.7%@57 retirement formula as well as all other statutory requirements established by AB340.

Section 19.02 PERS Payment Pickup

Employees who are “classic” members, as defined by the California Pension Reform Act of 2013 (AB340), shall pay their statutorily required nine percent (9%) employee contribution to CalPERS effective March 4, 2017 and simultaneously with salary increases identified in Section 2.01 (ie employees shall pay an amount equal to 9% of compensation earnable as the employee contribution to PERS). In accordance with Resolution No. 4497 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).

Section 19.03 Optional PERS Contract Provisions

A. The City shall provide “Level 4” 1959 Survivors Benefits in accordance with Government Code § 21574.

B. The City shall provide Pre-Retirement Option 2W Death Benefit in accordance with Government Code § 21548.

C. The City shall provide the Single Highest Year formula for “classic” members only as defined by AB340, in accordance with Government Code Section § 20042.

Section 19.04 Minimum Service with City of El Segundo to Receive Retirement Benefits

Employees who retire must have earned service credit with CalPERS for a minimum of five (5) years to receive the following benefits: the option of continuing to participate in the City’s group insurance programs and the right to receive a contribution toward medical insurance for the retiree and 1 dependent. In addition, employees are eligible for payments of unused sick leave pursuant to Article 12.
Section 19.05 Retiree Health Insurance Contribution Program

The City will contribute to a retiree health insurance contribution program for retirees who participate in the Public Employees’ Medical and Hospital Care Program. The program will provide for the following maximum contribution:

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<thead>
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<th>Year of Retirement</th>
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<tr>
<td>1995 and after</td>
<td>Average dollar cost of the premium for an employee and 2 or more dependents for the HMO’s available to employees under PEMHCA</td>
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ARTICLE 20 DIRECT DEPOSIT and FLEXIBLE SPENDING ACCOUNT

Section 20.01 Direct Deposit

It is agreed between the City and the Police Officers’ Association that it is in the mutual interest of the City and its employees that all covered employees utilize the currently available direct deposit system. Employees who do not desire to utilize direct deposit shall make their wishes known in writing to the City’s Director of Finance, together with a statement of their reasons therefore. Exceptions to this direct deposit policy shall not be unreasonably denied.

Section 20.02 Flexible Spending Account

The City will maintain the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

ARTICLE 21 COMPUTER LOAN PROGRAM

Section 21.01 Initial Loan

All participants in the loan program will be eligible for an initial, interest free loan in the amount of $4,000 (four thousand dollars).

Section 21.02 Prior and Outstanding Balances

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.

Section 21.03 Requirements and Conditions

A. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at the currently interest rate of 3%. All loans would include a 36-month repayment term.

B. Eligible purchases shall be expanded to include ergonomic-related furniture and equipment.

C. Anti-viral software shall be required as a prerequisite in granting requested loans.

D. City would 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.

E. The practice of “refinancing” to the maximum loan amount is prohibited. “After-the-fact” financing is allowed only with prior approval of the Director of Finance or his/her designee.
F. Loans shall be repaid through payroll deductions over a 3 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.

ARTICLE 22 MATERNITY POLICY

Section 22.01 Policy

An officer may transfer to a light duty assignment, at any point during pregnancy, with
physician verification of a need for placement in a light duty assignment. Additionally, an officer,
upon return from leave of absence, will resume her previous assignment or bid on a position
wherever possible.

ARTICLE 23 CATASTROPHIC LEAVE PROGRAM

Section 23.01 Definition of a Catastrophic Illness or Injury

A catastrophic illness or injury is a chronic or long-term health condition that is incurable, or so
serious that, if not treated, would likely result in a long period of incapacity.

Section 23.02 Eligible Employees for Donation and Program Usage

A. All permanent full-time or part-time sworn employees will donate 6.00 hours of either sick
leave, vacation or compensatory leave time, per year, to the catastrophic leave bank, until a unit
total of 1,000 hours have been contributed to the catastrophic leave bank. Employees may
donate additional time to the catastrophic leave bank by completing a Catastrophic Leave Time
Donation Request Form prior to donating more accumulated leave time. Employees, or their
designated representative, requesting use of the leave bank must complete a Request to Receive
Catastrophic Leave Time Form as soon as possible prior to, or within a reasonable time frame
after, catastrophic illness or injury. Completed forms must be submitted to the Director of
Human Resources/Risk Management or his/her designee.

B. Forms are available from the Human Resources Department. The Human Resources
Department will maintain all Catastrophic Leave Policy materials.

Section 23.03 Policy Procedures

A. Administration - This bank will be administered by a joint employer/employee committee
composed of two (2) representatives from the El Segundo Police Officers’ Association, one (1)
from the Human Resources Department and one (1) from the Finance Department.

B. Donation Requests - In addition to the July 1 mandatory donation, eligible employees may
transfer additional accrued sick leave, vacation or compensatory leave time for donation to an
employee, or employees experiencing catastrophic illness/injury and who have exhausted all
other personal leaves. Donated time can only be made in increments of four (4) hours.
Additionally, employees shall designate whether their 6.00 hour contribution made to the
catastrophic leave bank shall be made from the sick, vacation or compensatory leave banks.
Should recipient employees not use all their allocated donated time, any balance will remain in
the bank for future utilizations.

C. Transfer requests will be reviewed by the Catastrophic Leave Committee for approval and for
verification that the donating employee maintains the required minimum 100 leave hours after
his or her donation.
D. Donations of accumulated time are irrevocable.

E. Catastrophic leave shall not be used to supplement leaves due to industrial injuries or illness. However, catastrophic leave may be used to supplement long-term disability benefits.

**ARTICLE 24 LAYOFF PROCEDURES**

Section 24.01 *Grounds for Layoff* - 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 by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his or her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change.

Section 24.02 *Notice to Employees* - An employee filling a full time position shall be given fourteen (14) calendar days prior notice of layoff. Employees transferred, reduced or displaced shall be given five (5) calendar days' notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

Section 24.03 *At-Will Employees* - 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.

Section 24.04 *Procedures for Layoff* - A permanent employee in a classification affected by a reduction in force shall be laid off based on 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 City service, etc. Seniority shall be determined by hire date. City seniority shall be used to effectuate the procedures set forth in this Article. Seniority for part-time employees shall be calculated as one-half (1/2) time from the date of hire with the City.

Section 24.05 *Breaking Ties* - In cases where two or more employees have the same date of hire (i.e. equal seniority), retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years, provided the last rating had been filed more than thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

- Above Standard - 24 points
- Standard - 12 points
- Below Standard - 0 points

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have overall evaluation ratings for the last three (3) years on file, ties shall be broken by a coin toss.

Section 24.06 *Reduction to a Vacant Position* - An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest seniority, etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower
classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.

Section 24.07 Displacement Rights

A. An employee designated for layoff as a result of abolition of a position or classification may displace ("bump") an employee in a lower classification in which the employee has prior service, provided the laid off employee has greater seniority than the employee in the lower classification.

B. An employee designated for layoff with greater seniority may displace ("bump") a less senior employee in a lower classification, for which he/she is immediately qualified to perform.

Section 24.08 Salary Placement

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 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 reemployment list or lists.

Section 24.09 Reemployment List

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 refuses 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.

Section 24.10 Letter of Layoff

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.

Section 24.11 Rights on Reemployment

If a person is reemployed by the City within three 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.

Section 24.12 Appeal

An employee who 1) has not been provided a letter of layoff, per Section 24.10, the employee shall be treated as if he/she had been terminated for disciplinary purposes and shall be permitted to appeal
the decision per the Disciplinary Appeal Procedure; or 2) has not been provided proper bumping or displacement rights, may file an appeal to the Director of Human Resources/Risk Management.

ARTICLE 25  GRIEVANCE PROCEDURE

Section 25.01 Definition of Terms

Grievance - A grievance is an alleged violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of a Memorandum of Understanding. A grievance is distinct from an appeal arising from disciplinary action in that it a grievance is a violation, misinterpretation or misapplication of a specific written departmental or agency rule and/or policy or specific provision of a Memorandum of Understanding.

Grievant - A grievant is an employee or group of employees adversely affected by an act or omission of the agency.

Day - A day is a business day (Monday-Friday).

Immediate Supervisor - The first level supervisor of the grievant.

Section 25.02 Time Limits

A. Compliance and Flexibility

With the written consent of both parties, the time limitation for any step may be extended or shortened.

B. Calculation of Time Limits

Time limits for the appeal provided in each level shall begin the day following receipt of a written decision or appeal by the parties.

C. Failure to Meet Time Limits

Failure at any level of this procedure to communicate the decision on a grievance by the City within the specified time limits shall permit lodging an appeal at the next level of the procedure within the time allotted had the decision been given. If the grievance is not processed by the grievant or grievants in accordance with the time limits, the decision last made by the City shall be deemed final.

Section 25.03 Procedure

Grievances will be processed as follows:

A. Level I - Within ten days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days.

B. Level II - If the grievance is not resolved at Level I, the grievant may submit a written grievance to the second level supervisor within five (5) days following the expiration of time at Level I.

1. Procedure for Filing a Grievance - In filing a grievance, the employee should set forth the following information:

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a. If possible, the specific section of the departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.

b. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.

c. The date or dates on which the violation, misinterpretation or misapplication occurred.

d. The documents, witnesses or other evidence which support the grievant's position, which are known to the grievant at the time of filing the grievance, shall be presented with the grievance and may be supplied after the initial filing of the grievance.

e. The remedy requested.

C. **Level III** - If the grievance is not resolved by the second level supervisor, the grievant may present the grievance in writing to the department head within five (5) days. The department head will respond in writing within ten (10) days.

D. **Level IV** - If the grievance is not resolved by the department head, the grievant may present the grievance in writing to the City Manager within five (5) days. The City Manager or designee will conduct an informal hearing and render a decision. Each party shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

**Section 25.04** Matters Excluded from the Grievance Procedure

A. The grievance procedure is not intended to be used for the purpose of addressing requests or changes in wages, hours or working conditions.

B. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews beyond the department head.

C. The procedure is not intended to be used to challenge the merits of a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase.

D. The procedure is not intended to be used in cases of reduction in pay, demotion, suspension or a termination, but are subject to the formal appeal process outlined in Ordinance 586.

**Section 25.05** Conferences

Grievant and City representatives, upon request, shall have the right to a conference at any level of the grievance procedure.

**ARTICLE 26** POLICIES

**Section 26.01** Occupational Injury and Illness Policy

The parties have agreed upon an Occupational Injury and Illness Policy, dated July 22, 2003.

**Section 26.02** Disability Retirement Policy

The parties have agreed upon a Disability Retirement Policy, dated May 2010.
Section 26.03  Fitness for Duty Policy

The parties have agreed upon a Fitness for Duty Policy, dated July 3, 2003.

Section 26.04  POBR LIMITED APPEALS

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal process established pursuant to the City of El Segundo Ordinance utilizing the Los Angeles County Civil Service Commission hearing process (Municipal Code § 1-6-16.)

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal pursuant to the City Ordinance utilizing the Los Angeles County Civil Service Commission hearing process (set forth in Municipal Code § 1-6-16.) It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing before the Los Angeles County Civil Service Commission.

1. Right to Administrative Appeal

   A. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) consisting of a written reprimand, a transfer for purposes of punishment, specialty, assignment, bonus, or similar pay, or a suspension for five (5) or less days, is entitled to an administrative appeal only pursuant to this procedure. An officer shall not be entitled to appeal an action prior to its imposition.

   B. The City and the Association mutually agree to reopen the Memorandum of Understanding regarding the drafting of a POBR Hearing Policy regarding a reduction in salary caused by a reassignment resulting in a loss of incentive, specialty assignment, bonus, or similar pay.

   C. An officer who appeals a punitive action under this procedure shall bear his/her own costs associated with the appeal hearing, including but not limited to any and all attorney fees. The cost of a hearing officer shall be equally borne by the Association and the City.

2. Appeal of Written Reprimands

   A. Within five (5) calendar days of receipt by an officer of notification of punitive action consisting of a written reprimand, the officer shall notify the Chief of Police in writing of the officer's intent to appeal the written reprimand.

   B. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

3. Hearing Officer (Appeal of Written Reprimands Only)

   A. The City Manager shall hear appeals of written reprimands, and may adopt, modify or reject the written reprimand. The City Manager's decision shall be final and binding.

   B. The City Manager level administrative appeal shall not be a trial-type evidentiary hearing. The limited purpose of the hearing shall be to provide the officer with an opportunity to establish a record of the circumstances surrounding the action and to seek modification or rejection of the written
reprimand. There shall be no subpoenas issued (for people or documents.)

4. Appeal of Other Punitive Action

A. Appeal of punitive action consisting of suspensions of five (5) or less days, a transfer for purposes of punishment, or a reduction in salary caused by a reassignment shall be subject to appeal by means of the officer filing an appeal with the Chief of Police within five (5) calendar days of receipt by the officer of notice of punitive action being implemented on a date certain. The officer shall notify the Chief of Police in writing of the officer's intent to appeal said action.

B. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

C. The appeal shall be presided over by a hearing officer selected from a list of nine (9) provided by the State Mediation and Conciliation Service. The hearing officer shall be selected by alternate striking of names by the respective parties.

5. Conduct of Hearing (5 days or less suspensions, transfers for purposes of punishment, reduction in salary caused by a reassignment.)

A. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

B. The parties may present opening statements.

C. The parties may present evidence through documents and direct testimony.

D. The parties shall not be entitled to confront and cross-examine witnesses.

E. Following the presentation of evidence, if any, the parties may present closing arguments.

F. Recording of the Hearing

The hearing shall be audio recorded.

G. Representation

The officer may be represented by a representative of his or her choice at all stages of the proceedings. All costs associated with such representation and the presentation of the officer’s case, shall be borne by the Association.

The Department shall also be entitled to representation at all stages of the proceedings. The Department shall bear its cost of representation and of presentation of its case.

6. The hearing officer fees shall be equally borne by the City and the Association.

7. Decision

A. The decision of the hearing officer shall be final subject to the right of each party to the proceeding to contest the hearing officer’s determination by means of a C.C.P. § 1094.5 petition for writ of mandate.
Section 26.05 Drug Free Work Place Policy

The City and the Association mutually agree to reopen the Memorandum of Understanding regarding the City's Substance Abuse Policy and Drug Free Work Place Statement, drafted July 1, 2008.

ARTICLE 27 TERM OF AGREEMENT

Section 27.01 Term

The term of this MOU shall commence on October 1, 2014 and shall end on September 30, 2018.

ARTICLE 28 "LIMITED USE" TIME OFF

Section 28.01 “Limited Use” Time Off

Employees shall be paid at the employee's regular rate of pay for any unused accumulated ‘limited use time off' effective February 21, 2017. The calculation of the payout is without prejudice to any rights, claims or defenses by the parties regarding the dispute referenced in Section 2.02."

ARTICLE 29 WORK SCHEDULE

Section 29.01 Work schedule - prior to January 2012 bid

Unit employees assigned to Patrol shall work a 4/10 work schedule that consists of a weekly schedule of four consecutive work days of 10 consecutive hours each (inclusive of paid breaks and a 45-minute paid meal period) followed by three consecutive days off.

Section 29.02 Alternate Work Schedule- post January 2012 bid

Effective coincident with the start of the January 2012 bid, employees assigned to Patrol will work either a 3/12.5 or 3/12.5 - 4/10 hybrid schedule. The determination of which schedule is used shall be made jointly by the police chief and the Association.

a. 3/12.5 schedule - consists of a weekly schedule of three consecutive work days of 12.5 consecutive hours each (inclusive of paid breaks and a 45-minute paid meal period) followed by three consecutive days off. In addition, each employee shall be scheduled to work one additional shift each of 10 consecutive hours (inclusive of paid breaks and a 45-minute paid meal period) each 28 days.

b. 3/12.5 - 4/10 hybrid schedule— consists of having some employees being regularly assigned a 3/12.5 schedule (see above) and others being regularly assigned a 4/10 schedule (see Section 28.01, above). The determination of what days of the week will be assigned either the 3/12.5 or the 4/10 shall be made by mutual agreement of the parties.
Signed by the City:

Greg Carpenter,
City Manager

Signed by the Association:

[Signature]
Joseph Cameron
POA President

[Signature]
Brandon Browning
Vice President

Date

02/15/17
Date
### CITY OF EL SEGUNDO
### ESPOA SALARY TABLE
### 13.5% BASE INCREASE
### EFFECTIVE START OF 3/4/2017

#### EXHIBIT I

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<td>6 YRS.</td>
<td>13 YRS.</td>
</tr>
<tr>
<td>500.00</td>
<td>700.00</td>
</tr>
</tbody>
</table>

* These pays only apply to members hired on or before 2/21/17 (see Section 3.01 of the Memorandum of Understanding)
Exhibit II - Section 12.04, Sick Leave Maximum Accrual and Annual Sick Leave Payout

<table>
<thead>
<tr>
<th>Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>BROWNING, BRANDON</td>
</tr>
<tr>
<td>DELMENDO, GLENN</td>
</tr>
<tr>
<td>GILL, MICHAEL</td>
</tr>
<tr>
<td>HUMPHREY, JEFFREY</td>
</tr>
<tr>
<td>JONES, THOMAS</td>
</tr>
<tr>
<td>LEMUS, MARCO</td>
</tr>
<tr>
<td>PAULSEN, STEVEN</td>
</tr>
<tr>
<td>PEREZ, HUGO</td>
</tr>
<tr>
<td>RUDOLPH, JEFFREY</td>
</tr>
<tr>
<td>DANOWITZ, RYAN</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA AND THE EL SEGUNDO POLICE OFFICERS’ 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 February 21, 2017. 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 21st day of February, 2017.

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 21st day of February, 2017, 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 21st day of February, 2017.

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 POLICE OFFICERS’ ASSOCIATION

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 “Classic” employees of the Police Officers’ Association
   • This 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 the pay period beginning March 4, 2017.

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.

Section 3: This Resolution will become effective immediately upon adoption.
PASSED AND ADOPTED this 21st day of February, 2017.

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 21st day of February, 2017, 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 21st day of February, 2017.

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 FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO POLICE OFFICERS’ ASSOCIATION.

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

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892 (b)(1) of the Act, and

B. The City of El Segundo, hereinafter referred to as Public Agency is local agency contracting under the Act for participation by members of the El Segundo Police Officers’ Association.

SECTION 2: The Employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1,425.02 per month, plus administrative fees and Contingency Reserve Fund Assessments.

SECTION 3: The City of El Segundo has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

SECTION 4: The City Clerk is directed to certify the Passage and Adoption of this Resolution; enter same in the Book of Original Resolutions; and make a Minute of its adoption in the City’s records and in the Minutes of the meeting when it was adopted.

SECTION 5: Under Government Code § 22892, this Resolution will become effective February 21st, 2017 and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED this 21st day of February, 2017.

Suzanne Fuentes
Mayor
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
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 21st day of February, 2017, 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 21st day of February, 2017.

Tracy Weaver, City Clerk
of the City of El Segundo,
California

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

By:

Karl H. Berger
Assistant City Attorney