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, APRIL 4, 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): -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): -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
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 4, 2017 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Rob McKenna, The Bridge

PLEDGE OF ALLEGIANCE – Council Member Pirsztuk
PRESENTATIONS

a) Proclamation – April as “Sexual Assault Awareness Month” and designates April 26, 2017 as “Denim Day.”

ROLL CALL

PUBLIC COMMUNICATIONS – (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. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

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)

1. Consideration and possible action to adopt a resolution establishing a fee schedule for the use of City Electric Vehicle Charging Stations. (Fiscal Impact: None)

Recommendation – 1) Conduct the Public Hearing; 2) Adopt a Resolution establishing the fee schedule; 3) Alternatively, discuss and take other possible action related to this item.

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS
2. Consideration and possible action to announce the appointments to the Technology Committee.
(Fiscal Impact: None)
Recommendation – 1) Announce the appointees to the Technology Committee; 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.

3. Warrant Numbers 3015666 through 3015902 on Register No. 12 in the total amount of $1,314,374.46 and Wire Transfers from 3/13/17 through 3/26/17 in the total amount of $861,941.77.
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

5. Consideration and possible action to authorize the City Manager to a) transfer $300,000 of funds budgeted for Fiscal Year FY 2016/17 for employee salaries and benefits to professional/technical service charges; and b) increase contract amounts with the following consultants: J Lee Engineering, JAS Pacific, and Hayer Consultants, Inc. by the same amount.
(Fiscal Impact: $0)
Recommendation – 1) Authorize the City Manager to transfer $300,000 of funds budgeted in Fiscal Year FY 2016/17 for the "employee salaries and benefits" budget category to the "professional/technical service charges" budget category; 2) Authorize the City Manager to amend the existing agreements with the following consultants: J Lee Engineering, and JAS Pacific, and Hayer Consultants, Inc. to increase the respective contract amounts by a total amount not to exceed $300,000; 3) Alternatively, discuss and take other possible action related to this item.
6. Consideration and possible action to adopt a Resolution approving the Plans and Specifications for the El Segundo Athletic Field Turf Replacement Project, Project No. PW 17-10.
(Fiscal Impact: To Be Determined)
Recommendation – 1) Adopt a Resolution approving the Plans and Specification for the El Segundo Athletic Field Turf Replacement Project, Project No. PW 17-10; 2) Alternatively, discuss and take other possible action related to this item.

7. Consideration and possible action to authorize a professional services agreement with CSG Consultants, Inc. not to exceed $250,000 for planning services that will be fully reimbursed by the applicant of two pending development projects, and authorize the City Manager to sign the agreement in a form approved by the City Attorney.
(Fiscal Impact: $0)
Recommendation – 1) Approve a professional service agreement not to exceed $250,000 for planning services, and authorize the City Manager to sign the agreement in a form approved by the City Attorney; 2) Alternatively, discuss and take other possible action related to this item.

8. Consideration and possible action to approve Final Vesting Map No. 73745, a commercial subdivision to divide one parcel into two lots and create up to eight condominium units located at 2130 East Maple Avenue and 725 Campus Square West (the “Site”).
(Fiscal Impact: N/A)
Recommendation – 1) Adopt the proposed resolution, approving a Final Vesting Map No. 73745, and authorizing the Director of Planning and Building Safety and the City Clerk to sign and record said Map; 2) Alternatively, discuss and take other possible action related to this item.

9. Consideration and possible action regarding 1) Approval of Examination Plan for Maintenance Craftworker.
(Fiscal Impact: None)
Recommendation – 1) Approval of Examination Plan for Maintenance Craftworker; 2) Alternatively, discuss and take other possible action related to this item.
10. Consideration and possible action regarding 1) approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the Police Support Services Employees Association 2) adoption of a Resolution for CalPERS Employer Paid Member Contributions (EPMC) for the Police Support Services Employees 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 Police Support Services Employees Association. (Fiscal Impact: FY 2016-17 - $48,776 and FY 2017-2018 - $89,927)

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

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann –

11. Consideration and possible action to explore putting together an ad-hoc committee to address the rising California Public Employees' Retirement System ("CalPERS") costs. (Fiscal Impact: $0)

Recommendation – 1) City Council discuss and consider approving an ad-hoc PERS Committee to address the rising PERS costs; 2) Alternatively, discuss and take other possible action related to this item.
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:

DATE: 3.19.17
TIME: 3.15 p.m
NAME: [Handwritten Name]

9
WHEREAS, the United States Government has declared April as “Sexual Assault Awareness Month” and Peace Over Violence has declared April 26, 2017 as “Denim Day” in Los Angeles County; and

WHEREAS, both events are intended to draw attention to the fact that rape and sexual assault remains a serious issue in our society; and

WHEREAS, harmful attitudes about rape and sexual assault allow these crimes to persist and allow victim/survivors to be re-victimized; and

WHEREAS, “Sexual Assault Awareness Month” and “Denim Day” were also instituted to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain disturbingly uninformed with respect to issues of assault and forcible rape; and

WHEREAS, every two minutes, someone in America is sexually assaulted, approximately 1-in-6 women are raped during their lifetime and youths under 18 account for about 44% of all reported; and

WHEREAS, with proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this alarming and psychologically damaging crime; and

WHEREAS, the members of the City Council strongly support the efforts of Peace Over Violence to educate persons in our community about the true impact of rape and sexual assault in Southern California.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim the month of April as “SEXUAL ASSAULT AWARENESS MONTH” and designates April 26, 2017 as “DENIM DAY” and urges everyone to wear jeans on April 26, 2017 to help communicate the message that there is “no excuse and never an invitation to rape”.

Mayor Suzanne Fuentes
Mayor Pro Tem Drew Boyles
Council Member Michael Dugan
Council Member Carol Pirsztuk
Council Member Don Brann
AGENDA DESCRIPTION:
Consideration and possible action to adopt a resolution establishing a fee schedule for the use of City Electric Vehicle Charging Stations. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Conduct the Public Hearing;
2. Adopt the attached Resolution establishing the fee schedule; and/or
3. Alternatively, discuss and take other possible actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Fee Schedule Study
2. Resolution

FISCAL IMPACT: None
Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): 405-400-000-6215 (Facilities Maintenance Fund, Repair & Maintenance)

STRATEGIC PLAN:
Goal: 4 Develop Quality Infrastructure and Technology
Objective: 1 City infrastructure is well maintained

ORIGINATED BY: John Gilmour, Senior Engineering Associate
REVIEWED BY: Ken Berkman, Interim Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The Public Works Department has been researching the reinstatement of the Electric Vehicle Charging Station (Station) that was previously located at City Hall on the south side of Holly Ave. The City removed the Station due to limited use and functionality, with the intent of monitoring the industry’s development to possibly reinstall it in the future. Demand has reached the point where it is believed the Station is viable again.

To that end, the Engineering Division of the Public Works Department conducted research to properly set up the Station, which will serve two parking stalls. Staff compared the three most prevalent providers in our area with regard to user interaction, connection technology, power systems, communication methods, support availability, software functions, installation requirements, costs, and availability in the marketplace. Staff then interviewed representatives
from each of the three vendors for further comparison, selecting ChargePoint as the vendor to install and maintain the Station.

Staff then analyzed the current marketplace to set up a fee schedule. The technology behind the charging stations has gone through an evolution since the previous model existed at City Hall. Originally, the technology was limited and was unable to track, monitor, or implement electricity usage and billing. Now, complete billing programs are available with several options. A station can charge a customer by 1) the amount of electricity transmitted from the station to the car; 2) the interval of time the car is plugged into the station; or, 3) a combination of the two previously mentioned methods. Stations can also be programmed to change the price of the service after a threshold has been met. For example, most stations east of Sepulveda Blvd. charge a higher price after a car has been sitting in the parking space for several hours, so as to discourage someone from occupying the station all day, prohibiting other users from accessing it.

Once installed, the use and billing processes are simple. A patron uses a credit/debit card to start a session, or can call the number on the meter to provide payment information. Transactions are transmitted wirelessly to ChargePoint, who stores the data on their own servers for the City. ChargePoint will provide 24-hour support and warranty services for the station, and will send the City a revenue check for income generated by usage. ChargePoint administers a revenue fee of 10% of the total revenue collected, which is comparable to other vendors.

Staff also researched existing stations in the area to gauge installation methods, locations and fee schedules:

- Metro’s stations, located in commuter lots, charge per hour of usage and cap charging time at 3 hours per charge.
- There are about two dozen private stations around the City in parking lots or parking garages serving hotels, retail, or office buildings. Patrons are charged based upon electricity usage or time, and/or a combination of the two. Half charge a steeper rate after several hours.
- Manhattan Beach installed several stations and offered the electricity for free, since they were unable to monitor and bill users, as was the case with the City’s previous station at City Hall.
- Hermosa Beach has installed stations in their parking lots and along public streets, free of charge to the public. Private stations also do not charge a fee.
- Redondo Beach has not installed any public charging stations. There are some private stations in retail/hotel lots and parking garages; some charge a fee and others do not.

Based upon this research, staff is proposing a rate of $0.50 per kilo-watt-hour plus $0.50 per hour. ChargePoint estimated the station would be used seven hours per day. Staff prepared the attached study of expected yearly revenue and cost, based on the proposed fee schedule and a more conservative estimated daily average usage of four hours per day. The study was provided as part of the public notice, ten days in advance of this hearing, as required by state law.

The proposed fee is a charge for the use of the City’s property, it is not a tax subject to voter approval and may be adopted by the City Council (Cal. Const. art. XIII C, § 1(e)(4)).

Staff respectfully recommends Council adopt the attached Resolution establishing a fee schedule for the use of City Electric Vehicle Charging Stations. If adopted, the fee would take effect immediately, but can be revised by Council in the future and easily modified at the Station(s).
Electric Vehicle Charging Station
Marketplace Study

March 2017
## Existing Electric Vehicle Charging Station Locations

### City of El Segundo Limits

<table>
<thead>
<tr>
<th># of Charging Outlets</th>
<th>Vendor Company</th>
<th>Installation Location</th>
<th>Fee Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GE</td>
<td>Hotel Lot</td>
<td>Free if guest. $10 if not a guest</td>
</tr>
<tr>
<td>1</td>
<td>ChargePoint</td>
<td>Retail Lot</td>
<td>$0.30/kwh. Signed 30 min limit</td>
</tr>
<tr>
<td>3</td>
<td>Blink</td>
<td>Hotel Garage</td>
<td>$0.49/kwh member, $0.59/kwh guest</td>
</tr>
<tr>
<td>3</td>
<td>Blink</td>
<td>Retail Lot</td>
<td>$0.49/kwh member, $0.59/kwh guest</td>
</tr>
<tr>
<td>2</td>
<td>Blink</td>
<td>Office Garage</td>
<td>$0.49/kwh member, $0.59/kwh guest</td>
</tr>
<tr>
<td>2</td>
<td>ChargePoint</td>
<td>Office Lot</td>
<td>$1/hr</td>
</tr>
<tr>
<td>4</td>
<td>GE</td>
<td>Metro Lot</td>
<td>$1/hr with 3 hr cap</td>
</tr>
<tr>
<td>4</td>
<td>ChargePoint</td>
<td>Office Garage</td>
<td>$1.25/hr for 3 hr, then $4/hr</td>
</tr>
<tr>
<td>4</td>
<td>ChargePoint</td>
<td>Office Garage</td>
<td>$1.50/hr for 4 hr, then $10/hr</td>
</tr>
<tr>
<td>6</td>
<td>ChargePoint</td>
<td>Office Garage</td>
<td>$1.50/hr for 3 hr, then $5/hr</td>
</tr>
</tbody>
</table>

### City of Manhattan Beach Limits

<table>
<thead>
<tr>
<th># of Charging Outlets</th>
<th>Vendor Company</th>
<th>Installation Location</th>
<th>Fee Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Clipper Creek</td>
<td>City Garage</td>
<td>Free. Signed 2 hr limit</td>
</tr>
<tr>
<td>4</td>
<td>Clipper Creek</td>
<td>City Hall Garage</td>
<td>Free. Signed 2 hr limit</td>
</tr>
<tr>
<td>2</td>
<td>Clipper Creek</td>
<td>City Garage</td>
<td>Free. Signed 2 hr limit</td>
</tr>
<tr>
<td>1</td>
<td>ChargePoint</td>
<td>Retail Lot</td>
<td>$0.49/kwh. Signed 30 min limit</td>
</tr>
<tr>
<td>4</td>
<td>EVgo</td>
<td>Retail Lot</td>
<td>Membership fee. $1-$1.5/hr L2, or $5+$0.20/min DC</td>
</tr>
</tbody>
</table>

### City of Hermosa Beach Limits

<table>
<thead>
<tr>
<th># of Charging Outlets</th>
<th>Vendor Company</th>
<th>Installation Location</th>
<th>Fee Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Volta</td>
<td>Retail Lot</td>
<td>Free. Signed 2 hr limit</td>
</tr>
<tr>
<td>2</td>
<td>Volta</td>
<td>City Community Center Lot</td>
<td>Free. Signed 2 hr limit</td>
</tr>
<tr>
<td>2</td>
<td>ChargePoint</td>
<td>City Hall Lot</td>
<td>Free. Signed 2 hr limit</td>
</tr>
<tr>
<td>2</td>
<td>ChargePoint</td>
<td>City Lot</td>
<td>Free. Signed 2 hr limit</td>
</tr>
<tr>
<td>2</td>
<td>ChargePoint</td>
<td>Street Parking</td>
<td>Free. Signed 2 hr limit</td>
</tr>
<tr>
<td>2</td>
<td>ChargePoint</td>
<td>Street Parking</td>
<td>Free. Signed 2 hr limit</td>
</tr>
<tr>
<td>3</td>
<td>EVgo</td>
<td>City Garage</td>
<td>Membership fee. $1-$1.5/hr L2, or $5+$0.20/min DC. Signed 2 hr limit</td>
</tr>
</tbody>
</table>

### City of Redondo Beach Limits

<table>
<thead>
<tr>
<th># of Charging Outlets</th>
<th>Vendor Company</th>
<th>Installation Location</th>
<th>Fee Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Tesla</td>
<td>Hotel Lot</td>
<td>Automaker free annual allowance, then $0.20/kwh</td>
</tr>
<tr>
<td>1</td>
<td>Clipper Creek</td>
<td>Retail Lot</td>
<td>Free</td>
</tr>
<tr>
<td>1</td>
<td>ChargePoint</td>
<td>Retail Garage</td>
<td>Free</td>
</tr>
<tr>
<td>1</td>
<td>Tesla</td>
<td>Hotel</td>
<td>Automaker free annual allowance, then $0.20/kwh</td>
</tr>
<tr>
<td>1</td>
<td>ChargePoint</td>
<td>Retail Lot</td>
<td>$0.49/kwh</td>
</tr>
</tbody>
</table>

14
Existing Charging Station Locations in El Segundo City

(1) ChargeP - Walgreen Lot (30 min Only) $0.30/kWh

(2) ChargeP - Office Lot $1/hr

(3) Blink - Hotel Garage ($) $0.49/kWh, $0.59/kWh

(4) ChargeP - Office Garage $1.25/hr for 4 hr, then $4/hr

(5) GE - Hotel Lot $10 if not a guest

(6) GE - Metro Lot $1/hr with 3 hr cap

(7) ChargeP - Office Garage $1.50/hr for 4 hr, then $12/hr

(8) ChargeP - Office Garage $1.50/hr for 3 hr, then $5/hr

Whole Foods Market

West Basin Municipal Water

Lakes at El Segundo

Toyota Sports Center

LA Air Force Base

15
<table>
<thead>
<tr>
<th>Cost Recovery Spreadsheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs</td>
</tr>
<tr>
<td>$ (8,916.90) Purchase Cost for Charging Station (2 Outlets)</td>
</tr>
<tr>
<td>$ (560.00) Annual Vendor Fee</td>
</tr>
<tr>
<td>$ (0.15) Cost Per kwh for City to Provide Electricity</td>
</tr>
<tr>
<td>10% Vendor Fee for Providing Service (% of Revenue Collected)</td>
</tr>
<tr>
<td>Estimated Usage</td>
</tr>
<tr>
<td>28 Estimated Usage (# of Hours Used Per Week)</td>
</tr>
<tr>
<td>302 Vendor Estimated Usage (# of kwh Used Per Week)</td>
</tr>
<tr>
<td>Staff Recommended Fee Schedule</td>
</tr>
<tr>
<td>$ 0.50 Fee Per kwh to Charge Customer</td>
</tr>
<tr>
<td>$ 0.50 Fee Per Hour to Charge Customer</td>
</tr>
<tr>
<td>(Note: Higher fee after several hours would discourage &quot;camping&quot;)</td>
</tr>
<tr>
<td>Payback Period Study</td>
</tr>
<tr>
<td>$ (8,917) Initial Purchase Cost for Station</td>
</tr>
<tr>
<td>$ (560) Annual Vendor’s Fee</td>
</tr>
<tr>
<td>$ (2,359) Cost Per Year to Provide Electricity</td>
</tr>
<tr>
<td>$ 7,076 Estimated Annual Revenue Collected for Electricity Delivered</td>
</tr>
<tr>
<td>$ 655 Estimated Annual Revenue Collected for Time Used</td>
</tr>
<tr>
<td>$ 4,813 Estimated City Annual Profit</td>
</tr>
<tr>
<td>1.9 Estimated Years to Payback Original Purchase Cost</td>
</tr>
</tbody>
</table>
RESOLUTION NO. __

A RESOLUTION ADOPTING A NEW FEE FOR THE USE OF CITY ELECTRIC VEHICLE CHARGING STATIONS

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 is considering installing electrical vehicle charging stations throughout the City in the future;

B. The City desires to make these stations and the electricity they supply available to the public;

C. The City must purchase from the local purveyor the electricity the stations would transmit to the user;

D. In order to furnish the stations, the City must cover the costs of annual maintenance, support, and software fee established by the manufacturer of the stations, as well as, transfer a percentage of the revenue collected by the stations to the manufacturer;

E. The City Council may establish rates and fees for services under various provisions of California law, including without limitation, the Mitigation Fee Act (Gov. Code §§ 66000 et seq.);

F. The proposed fee is a charge for use of the City’s property (i.e., use of the City Electric Vehicle Charging Station), and is therefore not a tax subject to voter approval (Cal. Const. art. XIII C, § 1(e)(4));

G. Pursuant to Government Code § 66016, the City made a Fee Schedule Study, attached to this resolution as Exhibit “A,” available to the public 10 days before the public hearing;

H. On April 4, 2017, the City Council held a public hearing and heard public testimony regarding the proposed fee;

I. The City Council finds that it is in the public interest to establish the proposed fee and to amend the City’s fee schedule accordingly.

SECTION 2: The City Council hereby adopts the fee for charging at City electric vehicle charging stations, which shall be paid by the user, at $0.50 per kilo-watt-hour plus $0.50 per hour. The City Council further directs that the fee be added to the City’s fee schedule. The fee will become effective upon approval of this resolution.

SECTION 3: This Resolution is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000 et seq.; “CEQA”) and CEQA regulations (14
Cal. Code Regs. §§ 15000 et seq.) because it establishes rates and charges for provision of City services and is therefore exempt from further CEQA review (14 Cal. Code Regs. § 15273).

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this ___ day of _____, 2017.

Suzanne Fuentes, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action to announce the appointments to the Technology Committee. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Announce the appointees to the Technology Committee;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $ None
Additional Appropriation: N/A
Account Number(s):

ORIGINATED BY: Mishia Jennings, Executive Assistant
REVIEWED BY:
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

<table>
<thead>
<tr>
<th>Committee/Commission and Board</th>
<th>Number of Openings</th>
<th>Appointee(s)</th>
<th>Term Expiration</th>
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<tbody>
<tr>
<td>Technology Committee</td>
<td>2</td>
<td>Brian Hauer, Tori Lieberstein</td>
<td>06/30/19 – Partial Term 06/30/20 – Partial Term</td>
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<td>Warrant Number</td>
<td>Description</td>
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<td>----------------</td>
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<tr>
<td>001</td>
<td>GENERAL FUND</td>
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<td>104</td>
<td>TRAFFIC SAFETY FUND</td>
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<td>106</td>
<td>STATE GAS TAX FUND</td>
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<tr>
<td>108</td>
<td>ASSOCIATED RECREATION ACTIVITIES FUND</td>
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<td>109</td>
<td>ASSET FORFEITURE FUND</td>
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<td>COMM. DEVEL. BLOCK GRANT</td>
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<td>112</td>
<td>PROP &quot;A&quot; TRANSPORTATION</td>
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<td>PROP &quot;C&quot; TRANSPORTATION</td>
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<td>115</td>
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<td>116</td>
<td>HOME SOUND INSTALLATION FUND</td>
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<td>TDA ARTICLE 3 - SB 821 SKEWAY FUND</td>
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<td>119</td>
<td>MTA GRANT</td>
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<td>121</td>
<td>FEM</td>
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<td>129</td>
<td>C.O.P.S. FUND</td>
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<td>122</td>
<td>L.A.W.A. FUND</td>
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<td>CAPITAL IMPROVEMENT FUND</td>
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<td>INFRASTRUCTURE REPLACEMENT FUND</td>
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<td>WORKERS COMP. RESERVE/INSURANCE</td>
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<td>RETIRED EMP. INSURANCE</td>
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<tr>
<td>708</td>
<td>OUTSIDE SERVICES FUND</td>
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</tr>
</tbody>
</table>

**TOTAL WARRANTS**

5,134,374.46

---

**STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

Information on actual expenditures is available in the Director of Financial'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/urgence payments for materials, supplies and services in support of City Operations.

- **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 avoided or where a situation arises that the City Manager approves.

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

**FINANCE DIRECTOR**

**CITY MANAGER**

**DATE:** 3-2-17

**DATE:** 3-2-17

---

**VOID CHECKS DUE TO ALIGNMENT:**

N/A

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

N/A

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

N/A

**NOTES:**
## CITY OF EL SEGUNDO
### PAYMENTS BY WIRE TRANSFER
#### 3/13/17 THROUGH 3/26/17

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Description</th>
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<tbody>
<tr>
<td>3/13/2017</td>
<td>Unum</td>
<td>Long Term Care Premium</td>
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<tr>
<td>3/13/2017</td>
<td>IRS</td>
<td>Federal 941 Deposit</td>
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<td>3/13/2017</td>
<td>Employment Development</td>
<td>State SDI payment</td>
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<td>3/13/2017</td>
<td>Employment Development</td>
<td>State PIT Withholding</td>
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<tr>
<td>3/15/2017</td>
<td>Cal Pers</td>
<td>EFT Retirement Safety-Fire-PEPRA New</td>
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<td>3/15/2017</td>
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<td>EFT Retirement Safety-Police-PEPRA New</td>
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<td>Cal Pers</td>
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<td>3/15/2017</td>
<td>Cal Pers</td>
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<td>EFT Retirement Safety - Classic</td>
</tr>
<tr>
<td>3/17/2017</td>
<td>Health Comp</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>3/24/2017</td>
<td>Manufacturers &amp; Traders</td>
<td>457 payment Vantagepoint</td>
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<tr>
<td>3/24/2017</td>
<td>Manufacturers &amp; Traders</td>
<td>IRA payment Vantagepoint</td>
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<tr>
<td>3/24/2017</td>
<td>State of CA EFT</td>
<td>EFT Child support payment</td>
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<td>3/24/2017</td>
<td>Health Comp</td>
<td>Weekly claims</td>
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<td>3/16/2017</td>
<td>Lane Donovan Golf Pte</td>
<td>Payroll Transfer</td>
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<tr>
<td>3/6/17-3/12/17</td>
<td>Workers Comp Activity</td>
<td>SCRMA checks issued</td>
</tr>
<tr>
<td>3/13/17-3/19/17</td>
<td>Workers Comp Activity</td>
<td>SCRMA checks issued</td>
</tr>
<tr>
<td>3/6/17-3/12/17</td>
<td>Liability Trust - Claims</td>
<td>Claim checks issued</td>
</tr>
<tr>
<td>3/13/17-3/19/17</td>
<td>Liability Trust - Claims</td>
<td>Claim checks issued</td>
</tr>
<tr>
<td>3/6/17-3/12/17</td>
<td>Retiree Health Insurance</td>
<td>Health Reimbursement checks issued</td>
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<tr>
<td>3/13/17-3/19/17</td>
<td>Retiree Health Insurance</td>
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<tr>
<td></td>
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<td><strong>861,941.77</strong></td>
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</tbody>
</table>

### DATE OF RATIFICATION: 3/27/17
### TOTAL PAYMENTS BY WIRE: 861,941.77

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II

Date: 3/27/17

Director of Finance

Date: 3/28/17

City Manager

Date: 3/28/17

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, MARCH 21, 2017 – 5:00 P.M.  

Committees Commissions and Boards - Interview of Candidates  
(Ran simultaneously with the regular scheduled 5:00 PM City Council Meeting)  

CALL TO ORDER – 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 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 Technology Committee.  
(Fiscal Impact: None)  

Interviewed Candidates  

Council appointed Tori Lieberstein and Brian Hauer to the Technology Committee. The appointments will be announced at the April 4, 2017 City Council Meeting.  

ADJOURNMENT at 5:25 PM  

____________________________  
Tracy Weaver, City Clerk
MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, MARCH 21, 2017 – 5:00 PM

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 Pirzstuk - 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): -1- matters

1. Joe Williams vs. City of El Segundo, WCAB Case Nos. ADJ8956153, ADJ919246, ADJ9193247, and ADJ 9238922.

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): -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

Adjourned at 6:50 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, MARCH 21, 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 – Council Member Dugan

PRESENTATIONS

a) Proclamation read by Mayor Pro Tem Boyles, presented to Jim and Carrie Holland, proclaiming April 2017 as “DMV/Donate Life California Month” in El Segundo.

b) Proclamation read by Mayor Fuentes, presented to Steven Fox, Edie and Mike Rice and Dave Gold, encouraging all to attend the 100th Anniversary Concert, featuring the El Segundo Concert Band, on Saturday, March 25, 2017 at the El Segundo Performing Arts Theater located at the High School.

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)
Fernando Aguilar, Youth Manager President for Tree Musketeers, commented on the annual 30th Annual Arbor Day, held on Saturday, March 11, 2017. Sam Pena, Municipal Relationship General Manager with Republic Services, gave a report on current services and gave an update on the City’s recent service issues and concerns. Residents can contact Mr. Pena via email at SPena@republicservices.com or by phone, 310-436-7310.

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.
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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

1. Presentation on status of Smoky Hollow Specific Plan.

Greg Carpenter, City Manager, introduced the item.

Gregg McClain, Planning and Building Safety Manager, gave a presentation.

Council Discussion

Council consensus to receive and file presentation.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

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. Approve Warrant Numbers 3015486 through 3015665 on Register No. 11 in the total amount of $652,587.07 and Wire Transfers from 2/26/17 through 3/12/17 in the total amount of $3,210,761.13. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


4. Accept the work performed by Sancon Technologies, Inc., the Trenchless Sewer Main Improvement – Eastern Residential Zone, Project No. PW 16-03, as complete.
   (Fiscal Impact: $510,043.00)

5. Approve a budget appropriation of $231,638.81 related to an ongoing contract for professional services with MIG, Inc. for planning and environmental services related to the Smoky Hollow Specific Plan Update Project.
   (Fiscal impact: $0)
MOTION by Council Member Dugan, SECONDED by Mayor Pro Tem Boyles to approve Consent Agenda items 2, 3, 4, and 5 (Mayor Pro Tem Boyles abstained from voting on item #5 due to possible conflict). MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

6. Consideration and possible action regarding Fiscal Year (FY) 2015-16 Unaudited Year-End and FY 2016-17 First Quarter Financial Review.  
(Fiscal Impact: none)

Greg Carpenter, City Manager, introduced the item.

Joseph Lillio, Finance Director, gave a presentation.

Council Discussion

Council consensus to receive and File presentation.

7. Consideration and possible action to receive an informational report on the Strategic Plan’s Key Performance Indicators (KPIs) for the month of February 2017.  
(Fiscal Impact: none)

Greg Carpenter, City Manager, introduced the item.

Joseph Lillio, Finance Director, gave a presentation.

Council Discussion

Council consensus to receive and File presentation.

G. REPORTS – CITY MANAGER – Reported the City’s the RV/Oversized Ordinance goes into effect on April 1, 2017.

H. REPORTS – CITY ATTORNEY – Announced the Planning Commission meeting on Thursday, March 23, 2017 at 5:30 PM will discuss the legislation concerning the Accessory Dwelling Units and encouraged all to attend. Mr. Hensley also suggested an ad be placed in the Herald concerning this item.

I. REPORTS – CITY CLERK – No report

J. REPORTS – CITY TREASURER – Not present

K. REPORTS – CITY COUNCIL MEMBERS
Council Member Brann – Mentioned the Friends of the Library have completed the gently used book section at the Public Library, commented on parking problems occurring on Imperial Ave. near the Dog Park and lastly, Dr. Brann would like the PCH/Seplveda Blvd. renaming item placed on a future agenda.

Council Member Pirsztuk – Thanked the Police Department for hiring five new interns from the El Segundo High School to their program, mentioned the Technology committee is meeting regularly and working diligently and lastly commented on the trash situation at local parks and has asked residents to pick up their trash and if resident’s are witnessing a consistent problem, please contact either Meredith Petit, Recreation and Parks Director or the Police Department.

Council Member Dugan – No report

Mayor Pro Tem Boyles – Met with Southern California Edison to discuss concerns and the lack of circuits and reliability within El Segundo and announced he is speaking at the BOAC – LAX Airport Commission meeting to express the City's concerns on the airport expansion plans.

Mayor Fuentes – Reaffirmed the parking problems occurring on Imperial Ave. near the Dog Park, attended the LA Vector Control meeting, the Sanitation district meeting, attended the Boy Scouts event, "Lighting the Arrow Ceremony", attended the attended Woodley's Wings and Wheels Open House and Stem Expo at the Compton Airport, attended the EDAC meeting hosted by Insight, attended the Government Affairs meeting and attended the Starburst Excellerator Selection Committee meeting held at the Aerospace Corporation.

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

MEMORIALS – Richard (Dick) Keith Van Vranken

ADJOURNMENT at 8:45 PM

Tracy Weaver, City Clerk
CALL TO ORDER – Mayor Fuentes at 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 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:*

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -1- matters

1. Public Employee Performance Evaluation
   Title: City Manager

ADJOURNMENT at 6:29 PM

______________________________
Tracy Weaver, City Clerk
AGENDA DESCRIPTION:
Consideration and possible action to authorize the City Manager to a) transfer $300,000 of funds budgeted for Fiscal Year FY 2016/17 for employee salaries and benefits to professional/technical service charges; and b) increase contract amounts with the following consultants: J Lee Engineering, JAS Pacific, and Hayer Consultants, Inc. by the same amount (Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to transfer $300,000 of funds budgeted in Fiscal Year FY 2016/17 for the “employee salaries and benefits” budget category to the “professional/technical service charges” budget category;
2. Authorize the City Manager to amend the existing agreements with the following consultants: J Lee Engineering, and JAS Pacific, and Hayer Consultants, Inc. to increase the respective contract amounts by a total amount not to exceed $300,000;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

STRATEGIC PLAN:
Goal: 5(a) & (b) Economic development and fiscal responsibility
Objectives: Economic development strategy to ensure vibrant business climate and financial transparency.

FISCAL IMPACT: None

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): Planning and Building Safety – Building Safety #001-400-2403-6214

ORIGINATED BY: Lukas Quach, Building Safety Manager
REVIEWED BY: San Lee, Planning and Building Safety Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The approved budget for the Planning and Building Safety Department for Fiscal Year 2016/17 includes a total of $1,103,599 for employee salaries and benefits for the Building Safety Division. Due to vacancies in the Building Safety Divisions, staff has identified cost savings in employee salaries and benefits over the next six months of approximately $350,000 in Building Safety.
Building Safety Division
The Building Safety Division’s 2016/17 budget includes the following positions where cost savings have been identified: Permit Coordinator (2 positions), Senior Plan Check Engineer, Plan Check Engineer, Building Inspector II, and MEP Plan Reviewer. We have not been able to be fill these positions. As a result, the City has had to rely on consultant services. J. Lee Engineering, JAS Pacific, and Hayer Consultants, Inc. who are currently under contract with the City to provide plan check, inspection and permit specialist consulting services and can provide the City with the necessary services until the positions are filled. The anticipated cost savings due to these vacancies are approximately $300,000 for the current fiscal year.

Current Consultants for Building Safety Department
Currently, the City utilizes consultants to perform certain services for the Planning and Building Safety Department:

- **JAS Pacific**: JAS Pacific provides code enforcement, plan check and inspection consulting services for the Building Safety Division. The City has utilized JAS Pacific since 2008. The current contract amount is for $60,000. These services are utilized when workload exceeds the level that would preclude City staff from meeting customer service expectations.

- **J Lee Engineering Inc.**: J. Lee Engineering provides plan check and inspection consulting services for the Building Safety Division. The City has utilized J. Lee Engineering since 2008. The current contract amount is for $225,000. Currently, the following J Lee Engineering, Inc. employees / contractors assist the City: Ed Alexanian (Plan reviewer), Henry Li (Plan reviewer), Jack Snyder (Mechanical and Plumbing plan reviewer), and Mostafa Kashe (electrical reviewer). These services are utilized when workload exceeds the level that would preclude City staff from meeting customer service expectations.

- **Hayer Consultants, Inc.:** Hayer provides plan check and inspection consulting services for the Building Safety Division. The City has utilized Hayer Consultants since 2015. The current contract amount is for $65,000. These services are utilized when workload exceeds the level that would preclude City staff from meeting customer service expectations.

The contracts with these consultants are proposed to increase (see table below), in order to temporarily fill vacancies, unanticipated retirement of Inspector, and ongoing major department projects. Some of the major department projects include:

- Lakers
- 400 Duley Road Project
- The Cambria Suites Hotel
- 555 S. Aviation Project
- The Boeing S50 Addition
- D.R. Horton Residential Development
- The Raytheon Project (El Segundo South Campus Specific Plan)

Staff estimates that half of the positions will be filled by the end of Fiscal Year 2016/17. A summary of staff’s recommended increases is as follows:
<table>
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<tr>
<th>Consultants</th>
<th>Services</th>
<th>Current contract amount (10/1/16)</th>
<th>Recommended increases to current contract amount</th>
<th>Total Contract Amount with recommended increases</th>
</tr>
</thead>
<tbody>
<tr>
<td>JAS Pacific</td>
<td>Plan check, inspection, and staffing</td>
<td>$60,000</td>
<td>$160,000</td>
<td>$220,000</td>
</tr>
<tr>
<td>JLee Engineering, Inc.</td>
<td>Plan check and staffing</td>
<td>$225,000</td>
<td>$140,000</td>
<td>$365,000</td>
</tr>
<tr>
<td>Hayer Consultants, Inc.</td>
<td>Inspection staffing</td>
<td>$65,000</td>
<td>$0</td>
<td>$65,000</td>
</tr>
<tr>
<td>TOTAL (for the above consultants)</td>
<td></td>
<td>$350,000 (current total amount of contracts)</td>
<td>$300,000 (total amount of recommended increases)</td>
<td>$650,000 (total amount of contracts including recommended increases)</td>
</tr>
</tbody>
</table>

**RECOMMENDATION**

Staff recommends that the City Council authorizes the City Manager to amend the existing agreements with the above consultants to increase the total contract amounts by the amount of $300,000.
AGENDA DESCRIPTION:

Consideration and possible action to adopt a Resolution approving the Plans and Specifications for the El Segundo Athletic Field Turf Replacement Project, Project No. PW 17-10. (Fiscal Impact: to be determined.)

RECOMMENDED COUNCIL ACTION:

1. Adopt the attached Resolution approving the Plans and Specification for the El Segundo Athletic Field Turf Replacement Project, Project No. PW 17-10.
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution

FISCAL IMPACT: Included In the FY2016/17 Budget

Amount Budgeted: $1,202,600
Additional Appropriation: No.
Account Number(s): $580,000 from 301-400-8201-8998 (Campus El Segundo Athletic Fields)
$622,600 from 601-400-2901-8104 (Athletic Field Turf Replacement)

STRATEGIC PLAN:

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

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

BACKGROUND AND DISCUSSION:

The construction of the El Segundo Athletic Field facility was completed in July 2007 which included two synthetic turf fields, used for soccer, lacrosse, and rugby. Synthetic fields are typically built to last between 8-10 years, with normal use on the fields. The current fields have been identified and adopted in the FY 2016/17 budget.

The El Segundo Athletic Fields will be upgraded as follows, per the plans and specifications:

- Remove current infill and turf system for recycling.
- Minor regrade of the sand level course and porous aggregate base
- Install new synthetic turf, consisting of 2-½” tall hybrid polyethylene fiber.
- Install new infill system consisting of sand and cryogenic rubber.
- As an option, install CoolPlay or equal material in lieu of cryogenic rubber for top layer.

Staff facilitated various community engagement opportunities to solicit feedback from user groups, including the Youth Sports Council and an open Community Meeting. Additionally, stakeholders were invited to review presentations made by four synthetic turf manufacturers to learn more about the various types of products available. On February 15, 2017, the Recreation and Parks Commission reviewed the project and provided consensus to move forward as staff has proposed.

Staff respectfully recommends City Council adopt the plans and specifications and the attached resolution, and authorize advertising the project for construction bids. The schedule for the project is estimated as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise for bids</td>
<td>April 2017</td>
</tr>
<tr>
<td>Award by City Council</td>
<td>May 2017</td>
</tr>
<tr>
<td>Construction Start</td>
<td>July 2017</td>
</tr>
<tr>
<td>Construction End</td>
<td>September 2017</td>
</tr>
</tbody>
</table>
RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE EL SEGUNDO ATHLETIC FIELD TURF REPLACEMENT PROJECT. PURSUANT TO GOVERNMENT CODE SECTION 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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 Engineer prepared specifications and plans for PW 17-10, the El Segundo Athletic Field Turf Replacement Project (the "Project"). These plans are complete. Bidding for construction of the Project may begin;

B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: Design Immunity; Authorization.

A. The design and plans for the Project are determined to be consistent with the City’s standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City’s General Plan.

D. The City Engineer, or designee, is authorized to act on the City’s behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: Project Payment Account. For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish a fund containing sufficient monies from the current fiscal year budget to pay for the Project ("Project Payment Account") following receipt of construction bids. The Project Payment Account will be the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: This Resolution will become effective immediately upon adoption.
PASSED AND ADOPTED this 4th day of April, 2017.

Suzanne Fuentes, Mayor

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

By: ___________________________
    David H. King, Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action to authorize a professional services agreement with CSG Consultants, Inc. not to exceed $250,000 for planning services that will be fully reimbursed by the applicant of two pending development projects, and authorize the City Manager to sign the agreement in a form approved by the City Attorney. (Fiscal impact—$0)

RECOMMENDED COUNCIL ACTION:
1. Approve a professional service agreement not to exceed $250,000 for planning services, and authorize the City Manager to sign the agreement in a form approved by the City Attorney;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Professional services agreement between the City of El Segundo and CSG Consulting, Inc.

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

STRATEGIC PLAN:
- Goal: 5(a) & (b) Economic development and fiscal responsibility
- Objectives: Economic development strategy to ensure vibrant business climate and financial transparency.

ORIGINATED BY: Gregg McClain, Planning Manager
REVIEWED BY: Sam Lee, Planning and Building Safety Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

CDC Mar Retail I LLC (CDC Mar) is a partnership between Continental Development Corporation and Mar Ventures for the purpose of developing Phase one of the Raytheon campus, which was approved as part of the El Segundo South Campus Specific Plan. Phase one entails developing that portion between Nash Street and Continental Boulevard on the south side and fronting El Segundo Boulevard into a new commercial center. A reimbursement agreement between CDC Mar and the City is in place to cover the costs of ensuring compliance with the specific plan. The Planning and Building Safety Department is requesting the City Council approve the professional services agreement with CSG Consulting, Inc. to prepare this analysis. CSG is a very highly regarded consulting firm and the consultants they propose to use are experienced in this type of planning work.

A second project from Continental and Mar Ventures is to develop the former Air Products site on Rosecrans Avenue. For this project also, CDC Mar will enter into a reimbursement agreement with
the City that will cover the entire costs of planning services and environmental review. The professional services agreement with CSG is intended to cover this work as well. No expenditures from the General Fund are being sought in relation to this contract.

RECOMMENDATION

Staff recommends the City Council authorize the professional services agreement not to exceed $250,000 for planning services that will be fully reimbursed by CDC Mar, the applicant for two pending development projects.
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF EL SEGUNDO AND
CSG CONSULTANTS, INC.

This AGREEMENT is entered into and takes effect this ___ day of December, 2016, by
and between the CITY OF EL SEGUNDO, a general law city and municipal corporation ("CITY")
and CSG CONSULTANTS, INC., a California corporation ("CONSULTANT"). The parties
agree as follows:

1. CONSIDERATION.

A. As partial consideration, CONSULTANT agrees to perform the work listed in the
SCOPE OF SERVICES, below;

B. As additional consideration, CONSULTANT and CITY agree to abide by the terms
and conditions contained in this Agreement;

C. As additional consideration, CITY agrees to pay CONSULTANT for
CONSULTANT’s services. CONSULTANT acknowledges that it will be paid by
funds received by the CITY from the Developer and/or Applicant associated with
each project for which CONSULTANT performs services on behalf of the CITY.

2. SCOPE OF SERVICES.

A. CONSULTANT will perform services listed in the attached Exhibit A. which is
incorporated herein.

B. CONSULTANT will, using a standard of care equal to, or greater than, the degree
of skill and diligence ordinarily used by reputable professionals, with a level of
experience and training similar to CONSULTANT, performing under
circumstances similar to those required by this Agreement, furnish all of the labor,
technical, administrative, professional and other personnel, all supplies and
materials, equipment, printing, vehicles, transportation, office space and facilities,
and all tests, testing and analyses, calculation, and all other means whatsoever,
except as herein otherwise expressly specified to be furnished by CITY as specified
in Exhibit A, Scope of Services, necessary or proper to perform and complete the
work and provide the professional services required of CONSULTANT by this
Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement,
CONSULTANT must submit a detailed invoice to CITY that lists the hours worked and hourly
rates for each personnel category and reimbursable costs (all as set forth in Exhibit B) the tasks
performed, the percentage of the task completed during the billing period, the cumulative
percentage completed for each task, the total cost of that work during the preceding billing month
and a cumulative cash flow curve showing projected and actual expenditures versus time to date.
If the CITY agrees with all of the information listed in the invoice, CITY will then pay CONSULTANT from the Developer/Applicant account created for the project. In the event that the Developer/Applicant account does not have sufficient funds for payment of CONSULTANT's services, CITY will notify CONSULTANT in writing to suspend any work under this Agreement until the account is replenished by the Developer/Applicant. The CITY is not responsible for the cost of any of CONSULTANT's services after the date of such written notice, unless and until the Developer/Applicant account is replenished with sufficient funds. This Agreement will cover only those costs incurred for which Developer/Applicant funds are available.

4. POLITICAL REFORM ACT. CONSULTANT agrees that it will be considered a public official subject to the Political Reform Act of 1974 for purposes of this Agreement. CONSULTANT agrees and warrants that it has no financial interests which may be materially affected by the project(s) for which it is performing services. Such financial interests may include, without limitation, interests in business entities, real property, or sources of income exceeding $500 received within the past year. CONSULTANT further warrants that, before executing this Agreement, it reviewed the Political Reform Act of 1974 and the Fair Political Practices Commission regulations, including, without limitation, Chapter 7 of Title 2 of the California Administrative Code, Section 18700, et seq., in order to determine whether any conflict of interest would require CONSULTANT to refrain from performing the services or in any way attempting to use its official position to influence the governmental decisions underlying the subject project(s).

5. FAMILIARITY WITH WORK.

A. By executing this Agreement, CONSULTANT represents that CONSULTANT has

i. Thoroughly investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, CONSULTANT represents that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

C. Although CITY has a duty to the public to independently review any environmental document, including, without limitation a negative declaration or draft EIR, prepared by CONSULTANT, that duty to the public, or the breach thereof, will not relieve CONSULTANT of its duties under this Section or any representation provided by CONSULTANT in this Agreement.
6. **KEY PERSONNEL.**

A. CONSULTANT's key personnel assigned to perform work under this Agreement and their level of responsibility are as follows but is not limited to:

John Ramirez, Principal Planner/Project Manager
Ethan Edwards, Senior Planner

B. The resume of each of the individuals identified in this Section are attached to this Agreement, collectively, as Exhibit C, and incorporated by reference.

C. In the event CITY objects to the continued involvement with this Agreement by any of the persons listed in this Section, or any other person selected by CONSULTANT to perform services under this AGREEMENT, CONSULTANT agrees that it will replace such persons with individuals that are agreed to by CITY.

7. **TERM.** The term of this Agreement will start on the effective and end on September 30, 2018. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

A. Completion of the work specified in Exhibit A;

B. Termination as stated in Section 15.

8. **TIME FOR PERFORMANCE.** CONSULTANT will not perform any work under this Agreement until:

A. CONSULTANT furnishes proof of insurance as required by this Agreement; and

B. CITY gives CONSULTANT a written Notice to Proceed.

C. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

9. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify CITY within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. CITY may, but is not required to, extend the completion time, when appropriate, for the completion of the contracted services.

10. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
11. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

12. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

13. **PROJECT COORDINATION AND SUPERVISION.**

   A. **Paul Armstrong** will be responsible for negotiations and contractual matters with CITY’s Project Manager.

   B. **John Ramirez** will be assigned as Project Manager and will be responsible for job performance and coordination with CITY’s Project Manager.

   C. **Gregg McClain**, Planning Manager, will be assigned as CITY’s Project Manager and will be personally in charge of and personally supervise or perform the technical execution of the Project on a day-to-day basis on behalf of CITY and will maintain direct communication with CONSULTANT’s Project Manager.

14. **WAIVER.** CITY’s review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT’s performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. **TERMINATION.**

   A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

   B. CONSULTANT may terminate this Agreement at any time with CITY’s mutual consent. Notice will be in writing at least thirty days before the effective termination date.

   C. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY’s option, become CITY’s property, and CONSULTANT will receive just and equitable compensation for any work rendered in accordance with the terms and conditions of this agreement up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).

   D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
E. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY’s termination under this Section.

16. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY’s property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY’s written notice. CITY agrees that use of CONSULTANT’s completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY’s own risk.

17. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or city without CITY’s prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

18. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

i. Indemnification for Professional Services. CONSULTANT will save harmless and indemnify, including, without limitation, CITY’s defense costs (including reasonable attorney’s fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT’s officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY’s sole negligence or willful misconduct.

ii. Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney’s fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY’s sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY’s request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

iii. Exclusion for CEQA Actions. Notwithstanding the foregoing, CONSULTANT need not indemnify, defend, or hold CITY harmless in CEQA actions initiated pursuant to Public Resources Code §§ 21167 and
21168 where CONSULTANT’s work may form the basis of a lawsuit. However, should CONSULTANT’s work, as contemplated by this Agreement, contain errors or omissions that results in an adverse ruling against CITY, CONSULTANT agrees to indemnify and hold CITY harmless to the extent provided for in Section 18(A)(i).

B. For purposes of this section “CITY” includes CITY’s officers, officials and employees.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 22, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

19. ASSIGNABILITY. This Agreement is for CONSULTANT’s professional services. CONSULTANT’s attempts to assign the benefits or burdens of this Agreement without CITY’s written approval are prohibited and will be null and void.

20. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

21. AUDIT OF RECORDS.

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three years following final payment under this Agreement.

B. Upon inspection, CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements of this Section. CONSULTANT will be given a reasonable amount of time to implement said
corrective measures. Failure of CONSULTANT to implement required corrective measures will result in immediate termination of this Agreement.

C. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

22. INSURANCE.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits (combined single)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Business automobile liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers compensation</td>
<td>Statutory requirement.</td>
</tr>
</tbody>
</table>

B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon 30 days prior written notice to CITY.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto) or an acceptable equivalent.

D. Professional liability coverage will be on an occurrence basis if such coverage is available, or on a claims made basis if not available. When coverage is provided on a claims made basis, CONSULTANT will continue to maintain the insurance in effect for a period of three years after this Agreement expires or is terminated (“extended insurance”). Such extended insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by City arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

E. CONSULTANT will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must
be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”

F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may terminate.

23. **USE OF CONSULTANT.** CONSULTANT must obtain CITY’s prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

24. **INCIDENTAL TASKS.** CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

**CITY:**

El Segundo Planning & Building Safety Dept.  
350 Main Street  
El Segundo, CA 90245-3813  
Attention: Gregg McClain, Planning Manager  
310-524-2393  
gmclain@elsegundo.org

**CONSULTANT:**

CSG Consultants, Inc.  
3707 W Garden Grove Blvd., Suite 100  
Orange, CA 92868  
Attention: Paul Armstrong, Vice President  
714-568-1010  
paul@csgengr.com

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

26. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

27. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT’s or CITY’s obligations under this Agreement.

28. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this
agreement will be in Los Angeles County or in the Federal District Court in the District of California in which Los Angeles County is located.

29. **ENTIRE AGREEMENT.** This Agreement, and its Exhibits, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are three Exhibits to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

30. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

   A. Exhibit A: Proposal for Services/Scope of Work;
   B. Exhibit B: Budget; and
   C. Exhibit C: Resumes.

31. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

32. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

33. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment signed by both parties. CITY’s city manager, or designee, may execute any such amendment on behalf of CITY.

34. **EXECUTION OF AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will constitute one and the same instrument. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic mail in “portable document format” (i.e., .pdf) form, or by facsimile transmission. Such signature will be deemed to be and treated in all respects as an original signature.

35. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

36. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.
37. **FORCE MAJEURE.** In no event shall either CONSULTANT or the CITY have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body, labor dispute or shortage; national emergency; insurrection; riot; or war.

38. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to CONSULTANT, performing under circumstances similar to those required by this Agreement. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and
year first hereinabove written.

CITY OF EL SEGUNDO
a general law city

______________________________
Greg Carpenter,
City Manager

CSG CONSULTANTS, INC.
a California Corporation

19

______________________________
Vice President

12/08/2016
Date

ATTEST

______________________________
Tracy Weaver,
City Clerk

APPROVED AS TO FORM:

______________________________
Mark D. Hensley,
City Attorney
Exhibit A: Proposal for Services/Scope of Work
Scope of Work

The tasks performed by CSG in providing planning services to the City of El Segundo may include the following:

- Conduct project site visits and communicate directly with applicants regarding the specific requirements and/or information necessary to process applications;

- Review and determine completeness of applications received;

- Review proposed development plans for compliance with city’s general plan, zoning regulations, and any applicable design guidelines or specific plan requirements;

- Coordinate the city’s interdepartmental review of proposed projects;

- Meet with applicants to discuss their projects and any suggested design changes, as necessary;

- Prepare initial studies and negative declarations or mitigated negative declarations pursuant to the requirements of the California Environmental Quality Act (CEQA);

- Process, supervise and review environmental impact reports (EIRs), subsequent EIRs, supplemental EIRs, or EIR addendums prepared by other consultants;

- Prepare staff reports, including conditions of approval, for consideration and action by the Planning Commission and City Council;

- Prepare Planning Commission and City Council resolutions and/or ordinances related to proposed development projects and CEQA document certification;

- Prepare other documents related to Planning Commission and City Council decisions relevant to development projects;

- Prepare and coordinate the posting, publication and mailing of all required public notices;

- Coordinate the distribution of project-related documents to outside agencies, as required;

- Schedule and assist in conducting public workshops and scoping meetings, as deemed necessary;

- Schedule and assist in conducting public hearings before the Planning Commission and City Council;

- Coordinate the preparation and filing of all required notices with the State Clearinghouse and/or County Clerk; and

- Review plans for building permits, grading permits, and other permits related to specified projects within the scope of a task order.
Exhibit B: Budget
Cost Proposal

CSG's fee schedule for proposed work is provided in the table below. CSG will mail an invoice at the beginning of every month for services rendered during the previous month. The total amount of this work will not exceed $250,000 unless otherwise agreed by the parties.

FEE SCHEDULE

<table>
<thead>
<tr>
<th>REVIEW TYPE / ROLE</th>
<th>ALL INCLUSIVE FEE / HOURLY RATE</th>
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<tr>
<td>Principal Planner</td>
<td>$125</td>
</tr>
<tr>
<td>Senior Planner</td>
<td>$110</td>
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</table>

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, office expenses, etc. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding. Annual adjustments may be made by mutual agreement based upon current CPI.
Exhibit C: Resumes
Mr. Ramirez serves as a Principal Planner for CSG Consultants. To this role, he brings expertise in current planning, contract management, building, economic development and CEQA – from over 16 years of increasingly complex land use planning and project management experience in Orange County. Prior to joining CSG, Mr. Ramirez served as a planning consultant to the City of Huntington Beach and as a Principal Planner at the City of Anaheim. Mr. Ramirez is currently serving the City of Hawthorne as their Interim Planning & Community Development Director.

RELEVANT EXPERIENCE

Principal | MLJ Resources, LLC
As a consulting Senior/Principal Planner to the City of Huntington Beach, Mr. Ramirez provided staff planning services for entitlement review, code compliance/plan checking, coastal development, design evaluation, EIR contract management, and CEQA compliance.

In addition to services provided at the City of Huntington Beach, Mr. Ramirez also provided project management and entitlement services to private developers for infill development, commercial, industrial and retail development within Orange, Los Angeles and Riverside Counties. Projects included overseeing permit expediting and coordination for a 174-room resort hotel, a 260,000 square-foot retail fulfillment center, a national restaurant chain, and regional residential developments.

Principal Planner, Business Assistance & Enterprise Zone Manager | City of Anaheim, CA
Over a 12 year period, Mr. Ramirez worked in positions of increasing responsibility for the City of Anaheim. His work included management and supervision, planning and economic development program development and implementation, as well as contract management and negotiation. He also directed and supervised operations of the Planning/Permit Services Team, including Enterprise Zone, Business Assistance Program, and Public Counter/Administrative Permit processing operations. General planning responsibilities included processing planning applications for development agreements, final site plans, subdivisions, variances, and conditional use permits; preparing documents and reports for the City’s Zoning Administrator, Planning Commission, and City Council; and administering and managing environmental reviews, including the preparation of initial studies, mitigated negative declarations and mitigation monitoring programs.

Specific projects for which Mr. Ramirez was responsible included managing a multi-million dollar, multi-year contract for the Anaheim Enterprise Zone; managing relationships with key community partners (Disney, The Lab, Anaheim Ducks and Anaheim Angels); and facilitating multi-departmental coordination for major commercial, resort and residential development projects (14-story timeshare, hotels, high-density mixed-use projects, a regional hospital, National Hockey League and Major League Baseball venues, and theme park expansion).
RELEVANT EXPERIENCE

Proposed Staff Project Examples

John Ramirez, AICP, will serve as the primary service provider for this contract. The following are examples of projects for which Mr. Ramirez has oversight, project management and entitlement review experience.

City of Huntington Beach
While consulting to the City of Huntington Beach, Mr. Ramirez provided entitlement services to the Community Development Department including current planning and advanced planning functions. Mr. Ramirez attended Design Review, Subdivision and Zoning Administrator meetings, as well Planning Commission meetings to present recommendations for project approvals; scoping for Environmental Impact Report; changes to city planning policy documents. Mr. Ramirez oversaw the entitlement process for several coastal development permits, residential subdivisions, a mixed-use project and hotel. Additionally, Mr. Ramirez oversaw the implementation of 18 wireless communication facilities within the City’s right-of-way, and coordinated closely with city administration to develop a process and approach to this unique land use request within the City’s beachside downtown area. Mr. Ramirez also initiated the selection of an environmental consultant for the sale and reuse of City-owned land to a residential developer.

City of Anaheim
While at Anaheim, Mr. Ramirez’s work included management and supervision, planning and economic development program development and implementation, department budget analysis, and contract management and negotiation. Mr. Ramirez directed and supervised operations of the Planning/Permit Services Team, including Enterprise Zone, Business Assistance Program, and Public Counter/Administrative Permit processing operations (team consisted of 10 professional and administrative staff). General planning responsibilities included processing planning applications for development agreements, final site plans, subdivisions, variances, and conditional use permits; preparing documents and reports for the City’s Zoning Administrator, Planning Commission, and City Council; and administering and managing environmental reviews, including the preparation of initial studies, mitigated negative declarations and mitigation monitoring programs.

Specific projects for which Mr. Ramirez was responsible included managing a multi-million dollar, multi-year contract for the Anaheim Enterprise Zone; working with the Mayor’s Regulatory Relief Task Force in the development of the Business Assistance Program; managing relationships with key community partners (Disney, The Lab, Anaheim Ducks and Anaheim Angels); and facilitating multi-departmental coordination for major commercial, resort and residential development projects (14-story timeshare, hotels, high-density mixed-use projects, a regional hospital, National Hockey League and Major League Baseball venues, and theme park expansion).
ETHAN EDWARDS, AICP
16082 Warren Lane, Huntington Beach, CA 92649
phone: 503.914.7447  email: EmailEthan@yahoo.com

Profile
• 17 years of public and private sector experience
• Ability to manage complex projects from pre-application to occupancy
• Goal-oriented individual with strong leadership capabilities
• Organized, highly motivated, and detail-directed problem solver
• Proven ability to work independently, leading and within a team

Education
B.S., Urban & Regional Planning, California State Polytechnic University, Pomona
Public Policy & Administration, California State Long Beach

Relevant Experience & Qualifications
Project Management
• Concurrently manage multiple entitlement projects
• Successfully established planning division for architecture company
• Project manager for 38-acre, mixed-use, brownfield development in Eureka, CA www.MarinaCenter.org
• Processed Coastal Development Permits & CEQA review
• Prepared shopping center design guidelines for redevelopment of fairgrounds in Madera, CA
• Prepared grant proposals, secured funding for public facility projects
• Reviewed and prepared staff reports for a variety of land use reviews

Management/Supervision & Accomplishments
• Managed staff of planners & permit coordinators
• Trained, supervised and evaluated staff
• Participated in public outreach and learning series presentations to local developers and citizens
• Staff facilitator and liaison for design review board and zoning administrator
• Presenter at Plan-It-Green – Center for Economic Development conference
• Received service awards for outstanding customer service

Employment
Associate Planner, City of Huntington Beach, CA 2008-present
• Manage multiple discretionary and administrative permits
• Serve as Zoning Administrator Liaison – prepare agendas, review and prepare reports, interpret zoning regulations
• Oversee environmental consultants
• Provide solutions for City management – permit processing streamlining team, customer service strategies
Planning Manager, Baysinger Partners Architecture, Portland, OR 2006-2008
• Start-up and supervised planning and entitlement division
• Managed staff priorities and department budget
• Prepared and processed applications for public and private development projects
• Provided consultant coordination and project management

Associate Planner, City of Beaverton, OR 2004-2006
• Project management for current planning projects
• Assisted in design review code revisions
• Gave presentations to elected officials, commissions, and citizen groups
• Staff liaison for inter-jurisdictional commuter rail project

Associate Planner, City of Santa Monica, CA 2002-2004
• Presentations to zoning administrator, planning commission, and design review board
• Prepared reports for a variety of entitlement projects

Associate Planner, Civic Solutions, San Juan Capistrano, CA 2001-2003
• Provided contract planning services for City of Rancho Santa Margarita and Santa Monica

Assistant Planner, RBF Consulting, Irvine, CA 1999-2001
• Prepared development codes & design guidelines
• Assisted with urban design community outreach and revitalization implementation plans
• Provided contract planning services for the City of San Gabriel (General Plan update and entitlement review)

Administrative Assistant, City of Santa Ana, CA 1998-1999
• Provided assistance with both current and long-range planning projects
• Updated the Design & Development Guidelines and Historical District Standards
Consideration and possible action to approve Final Vesting Map No. 73745, a commercial subdivision to divide one parcel into two lots and create up to eight condominium units located at 2130 East Maple Avenue and 725 Campus Square West (the “Site”). (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:

1. Adopt the proposed resolution, approving a Final Vesting Map No. 73745, and authorizing the Director of Planning and Building Safety and the City Clerk to sign and record said Map; and/or
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Final Vesting Map No. 73745; and
2. Proposed Resolution.

FISCAL IMPACT: N/A

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ORIGINATED BY: Gregg McClain, Planning Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

Background and Discussion

On March 10, 2016, the Planning Commission held a public hearing on the proposed subdivision.

The project site is located at the southwest corner of East Maple Avenue and Campus Square West in the Corporate Campus Specific Plan (CCSP) originally approved in 2002. The proposed project involves dividing a 2.58-acre parcel into two lots. Lot No. 1 will be 55,579 square feet (1.27 acres) and Lot No. 2 will be 56,784 square feet (1.30 acres). Lot No. 1 will be developed at a future date and Lot No. 2 is being developed with two 2-story buildings (Building Nos. 1 and 2) and a four-level parking structure that will contain 271 parking spaces. Based on the evidence presented at the hearing, the Planning Commission adopted Resolution No. 2788 approving Environmental Assessment No. EA-1125 and Subdivision No. SUB 15-08 for Vesting Map No. 73745.

The Final Vesting Map conforms to the Tentative Map and has been reviewed and approved by the Los Angeles County Department of Public Works. City staff has determined that Final
Vesting Map No. 73745 is in substantial conformance with the General Plan and applicable zoning and building ordinances.

The Final Vesting Map is now ready for approval by the City Council. City staff have prepared the attached, proposed resolution approving the map and recommend the City Council adopt the resolution. If the City Council approves the Final Vesting Map, it will be recorded in the County Recorder’s Office.
VESTING

TRACT NO. 73745

IN THE CITY OF EL SEGUNDO
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 16, 18 AND 21 OF TRACT NO.
53570, AS PER MAP FILED IN BOOK 1323, PAGES 22 THROUGH 26,
INCLUSIVE, OF MAPS AND AMENDED BY A CERTIFICATE OF CORRECTION
RECORDED OCTOBER 12, 2007 AS INSTRUMENT NO. 20072335834 AND
JANUARY 27, 2009 AS INSTRUMENT NO. 20090106381, BOTH OF OFFICIAL
RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,
FOR CONDOMINIUM PURPOSES.

OWNER'S STATEMENT:

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

WELCOME EL SEGUNDO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
(COOWNER)

BY:

PRINT:

TITLE:

TRUSTEE

BANK OF HOPE, TRUSTEE UNDER DEED OF TRUST RECORDED SEPTEMBER 19, 2010 AS INSTRUMENT NO. 20100766656 OF OFFICIAL RECORDS,

BY:

PRINT:

TITLE:

TRUSTEE

FIRST AMERICAN TITLE, TRUSTEE UNDER DEED OF TRUST RECORDED SEPTEMBER 19, 2010 AS INSTRUMENT NO. 20101131280 OF OFFICIAL RECORDS.

BY:

PRINT:

TITLE:

CONDOMINIUM NOTE

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR EIGHT UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL IN TURN PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTION 66492 AND 66493 OF THE SUBDIVISION MAP,

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY

DATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $1 HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON THE MAP OF TRACT NO. 73745 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISOR OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY

DATE

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY US OR UNDER OUR DIRECTION AND IS BASED UPON A TRUE AND CORRECT FIELD SURVEY MADE BY US OR UNDER OUR DIRECTION IN JANUARY 2011. IN PERFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AT THE REQUEST OF THE EL SEGUNDO CITY PLANNING OFFICE, AN OFFICIAL SURVEY WAS MADE AND THE SURVEYED TOPOPGRAPHIC MAPS SHOWN HERETO CONFORM TO THE APPROXIMATELY APPROVED SUBDIVISION MAP. THAT ALL THE MONUMENTS ARE OF THE KIND AND DESCRIPTION AND MARKED AND NUMBERED SUCH AS TO BE IDENTIFIABLE BY THE MONUMENTS ARE PHOTOCOPIED FROM THE SUBDIVISION MAP AND HAVE BEEN ATTACHED TO THIS DOCUMENT.

WAIVED 1/29/2014

DATE

BASIS OF BEARINGS:

THE BEARINGS SHOWN HERETO ARE BASED ON THE BEARING IN THE 50001.00' W OF THE QUARTER SECTION LINE OF SEC. 7 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 93 PAGES 61 AND 62.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALLEGIATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCE OF THE CITY OF EL SEGUNDO APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, THAT ALL PROVISIONS OF SUBDIVISION MAP ACT SECTION 66442 (2)(1)(2) AND (3), HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

CITY ENGINEER, CITY OF EL SEGUNDO

R.E. NO.

EXPIRES

DATE

COUNTY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY ENGINEER

DATE

BY

L.S. NO.

CITY TREASURER'S CERTIFICATE:

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

CITY TREASURER OF THE CITY OF EL SEGUNDO

DATE

CITY PLANNING COMMISSION CERTIFICATE:

I HEREBY CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF EL SEGUNDO AT MEETING HELD ON 2016, APPROVED THE ATTACHED MAP.

SECRETARY OF THE CITY OF EL SEGUNDO

PLANNING COMMISSION

DATE

CITY CLERK'S STATEMENT:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, AS ADJOURNED AT ITS SESSION HELD ON DAY OF 2016, APPROVED THE AMENDED MAP AND SUBDIVISION.

CITY CLERK OF THE CITY OF EL SEGUNDO

DATE
VESTING

TRACT NO. 73745

IN THE CITY OF EL SEGUNDO
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) 3.(a) 3(A) OF THE SUBDIVISION MAP ACT: THEIR INTEREST IS SUCH THAT IT CANNOT RISE INTO A FIXTURE. EASEMENT SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

ODC MAN CAMPS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SUCCESSOR OR ASSIGNEE, EASEMENT HOLDER FOR PARKING PURPOSES BY DEED RECORDED JANUARY 25, 2015 AS INSTRUMENT NO. 2015007480, OFFICIAL RECORDS, RECORDS OF SADDLE BACK COUNTY.

THE CITY OF EL SEGUNDO, A MUNICIPAL CORPORATION, EASEMENT HOLDER FOR PARKING PURPOSES BY DEED RECORDED FEBRUARY 25, 2015 AS INSTRUMENT NO. 2015007480, OFFICIAL RECORDS, RECORDS OF SADDLE BACK COUNTY.

CAMPUS EL SEGUNDO ASSOCIATION, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION, SUCCESSOR OR ASSIGNEE, EASEMENT HOLDER FOR ON-STREET PARKING AND PEDESTRIAN AND VEHECULAR ACCESS PURPOSES RECORDED JANUARY 25, 2015 AS INSTRUMENT NO. 2015007480, OFFICIAL RECORDS, RECORDS OF SADDLE BACK COUNTY.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, EASEMENT HOLDER FOR PUBLIC UTILITIES PURPOSES BY DEED RECORDED NOVEMBER 29, 2007 AS INSTRUMENT NO. 2007079397, AND JUNE 29, 2008 AS INSTRUMENT NO. 2008011393, ALL OF OFFICIAL RECORDS, RECORDS OF SADDLE BACK COUNTY.

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, EASEMENT HOLDER TO LAY, CONSTRUCT, MAINTAIN, OPERATE, REPAIR, REPLACE PIPELINES AND CONDUIT BY DEED RECORDED DECEMBER 13, 2007 AS INSTRUMENT NO. 2007079397, OFFICIAL RECORDS, RECORDS OF SADDLE BACK COUNTY.

THE CITY OF EL SEGUNDO, A GENERAL LAW CITY AND MUNICIPAL CORPORATION, EASEMENT HOLDER FOR UNDERGROUND WATER, RECLAIMED WATER, SANITARY SEWER AND STORM DRAIN PURPOSES BY DEED RECORDED MAY 14, 2009 AS INSTRUMENT NO. 2009061231, AND JUNE 29, 2015 AS INSTRUMENT NO. 2015007480, BOTH OF OFFICIAL RECORDS, RECORDS OF SADDLE BACK COUNTY.

KENT HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SUCCESSOR OR ASSIGNEE, EASEMENT HOLDER FOR PARKING PURPOSES PER PARKING AGREEMENT RECORDED SEPTEMBER 4, 2015 AS INSTRUMENT NO. 2015002990, OFFICIAL RECORDS, RECORDS OF SADDLE BACK COUNTY.

THE CITY OF EL SEGUNDO, A MUNICIPAL CORPORATION, EASEMENT HOLDER FOR PUBLIC UTILITIES PURPOSES BY DEED RECORDED APRIL 11, 2016 AS INSTRUMENT NO. 2016000345, OFFICIAL RECORDS, RECORDS OF SADDLE BACK COUNTY.

ESD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SUCCESSOR OR ASSIGNEE, EASEMENT HOLDER FOR PARKING PURPOSES PER PARKING AGREEMENT RECORDED AUGUST 23, 2016 AS INSTRUMENT NO. 2016000345, OFFICIAL RECORDS, RECORDS OF SADDLE BACK COUNTY.

THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) 3(C) OF THE SUBDIVISION MAP ACT:

SANTA FE LAND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION, SUCCESSOR OR ASSIGNEE, THE OWNERS OF OIL AND MINERAL RIGHTS BY A DEED RECORDED JULY 27, 1943 AS INSTRUMENT NO. 444 IN BOOK 2014 PAGE 298, OFFICIAL RECORDS, RECORDS OF SADDLE BACK COUNTY.

CHALLENGER-CAMFIELD MIDWAY OIL COMPANY, A CALIFORNIA CORPORATION, SUCCESSOR OR ASSIGNEE, THE OWNERS OF OIL AND MINERAL RIGHTS BY A DEED RECORDED SEPTEMBER 7, 1945 AS INSTRUMENT NO. 1535 IN BOOK 2243 PAGE 338, OFFICIAL RECORDS, RECORDS OF SADDLE BACK COUNTY.

THE SIGNATURES OF PRIVATE EASEMENT HOLDERS FOR INFERS AND EGRESS, SANITARY SEWER, DRAINAGE, STORM DRAIN, PUBLIC UTILITIES, EMERGENCY ACCESS, FIRE HYDRANT, WATER METER, WATER LINE, TRAFFIC SIGNAL, AND SEWERAGE PURPOSES AS DEPICTED BY TRACT NO. 35570, FILED IN MAP BOOK 1323, PAGES 22 THROUGH 26, INCLUSIVE, RECORDS OF SADDLE BACK COUNTY, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) 3(B) OF THE SUBDIVISION MAP ACT SINCE PRESENT OWNERSHIP OF SUCH EASEMENTS ARE IMPractical TO DETERmINE.

NOTARY ACKNOWLEDGMENT

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

STATE OF )
COUNTY OF ) SS

ON _ BEFORE ME,

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE

NAME OF NOTARY

COUNTY IN WHICH COMMISSIONED

DATE COMMISSION EXPIRES

COMMISSION NUMBER

NOTARY ACKNOWLEDGMENT

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

STATE OF )
COUNTY OF ) SS

ON _ BEFORE ME,

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE

NAME OF NOTARY

COUNTY IN WHICH COMMISSIONED

DATE COMMISSION EXPIRES

COMMISSION NUMBER
VESTING
TRACT NO. 73745
IN THE CITY OF EL SEGUNDO
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

LEGEND

A - F.D. SAW LS 7230, FLUSH, PER TRACT NO. 52670, M.B. 1323-23/28
B - F.D. L.T. & TAG LS 7230, FLUSH, PER TRACT NO. 53570, M.B. 1323-23/28
C - SET SAW LS 5810, FLUSH
D - SET 2" L.P. TAGGED LS 5810, FLUSH

EASEMENT NOTES

1. EASEMENT OF SOUTHERN CALIFORNIA EDITION COMPANY, FOR THE EXPENSE OF PUBLIC UTILITIES PURPOSES BY DEED RECORDED NOVEMBER 29, 2007 AS INSTRUMENT NO. 20072602789, AND BY DEED PURSUANT TO MANHIBA JUNE 26, 2005 AS INSTRUMENT NO. 2008113193, BOTH OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

2. EASEMENT OF THE CITY OF EL SEGUNDO, FOR THE PURPOSE OF INGRESS AND EGRESS, SANITARY SEWER, DRAINAGE, STORM DRAIN, PUBLIC UTILITIES, EMERGENCY ACCESS, FIRE HYDRANT, WATER METER, WATER LINE, TRAFFIC Signal, AND SIDWALK PURPOSES BY TRACT NO. 52670, FILED IN MAP BOOK 4082, PAGES 22 THROUGH 28, BOTH OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

3. EASEMENT OF THE CITY OF EL SEGUNDO, GENERAL LAW CITY AND MUNICIPAL CORPORATION, FOR THE PURPOSE OF INTEGRAL WATER RECLAIMED WATER, SANITARY SEWER AND STORM DRAIN PURPOSES BY DEED RECORDED APRIL 14, 2009 AS INSTRUMENT NO. 20090317791, AND JUNE 22, 2015 AS INSTRUMENT NO. 20152742008, BOTH OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.


5. PRIVATE EASEMENTS FOR THE PURPOSE OF INGRESS AND EGRESS, SANITARY SEWER DRAINAGE, STORM DRAIN, PUBLIC UTILITIES, EMERGENCY ACCESS, FIRE HYDRANT, WATER METER, WATER LINE, TRAFFIC SIGNAL AND SIDWALK PURPOSES BY TRACT NO. 52670, FILED IN MAP BOOK 4082, PAGES 22 THROUGH 28, BOTH OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

6. EASEMENT OF COC MAR CAMPUS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SUCCESSOR OR ASSIGNEE, FOR THE PURPOSES OF ACCESS AND PARKING PURPOSES BY EASEMENT AGREEMENT RECORDED FEBRUARY 25, 2010 AS INSTRUMENT NO. 20100207448, BOTH OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

7. EASEMENT OF CAMPUS EL SEGUNDO ASSOCIATION, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION SUCCESSOR OR ASSIGNEE, FOR THE PURPOSES OF ACCESS AND PARKING PURPOSES BY EASEMENT AGREEMENT RECORDED FEBRUARY 25, 2015 AS INSTRUMENT NO. 20150207481, BOTH OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

8. EASEMENT OF RENT HUMPHRIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SUCCESSOR OR ASSIGNEE, FOR THE PURPOSES OF ACCESS AND PARKING PURPOSES BY EASEMENT AGREEMENT RECORDED OCTOBER 4, 2015 AS INSTRUMENT NO. 20151026607, BOTH OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

9. EASEMENT OF FIVE AMigos, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR OR ASSIGNEE, FOR THE PURPOSES OF ACCESS AND PARKING PURPOSES BY EASEMENT AGREEMENT RECORDED APRIL 6, 2016 AS INSTRUMENT NO. 20160396419, BOTH OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

10. EASEMENT OF ESD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SUCCESSOR OR ASSIGNEE, FOR THE PURPOSES OF ACCESS AND PARKING PURPOSES BY EASEMENT AGREEMENT RECORDED MARCH 23, 2016 AS INSTRUMENT NO. 20160307252, BOTH OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

11. EASEMENT OF CONSTRUCTION, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SUCCESSOR OR ASSIGNEE, FOR THE PURPOSES OF ACCESS AND PARKING PURPOSES BY EASEMENT AGREEMENT RECORDED OCTOBER 4, 2015 AS INSTRUMENT NO. 20151026607, BOTH OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL VESTING MAP NO. 73745 FOR ENVIRONMENTAL ASSESSMENT NO. EA-1125 AND SUBDIVISION NO. SUB 15-08 TO DIVIDE ONE PARCEL INTO TWO LOTS, LOCATED AT 2130 EAST MAPLE AVENUE AND 725 CAMPUS SQUARE WEST IN THE CORPORATE CAMPUS SPECIFIC PLAN (CCSP).

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

SECTION 1: The City Council finds and declares that:

A. On September 9, 2015, William Messori, on behalf of the property owner, Welcome El Segundo, LLC, for Environmental Assessment No. EA-1125 and Subdivision No. SUB 15-08 for Vesting Tentative Map No. VTPM 73745 to divide one parcel into two lots;

B. The applicant proposes to build two office buildings and a parking structure on Lot No. 2, and proposes to create up to four commercial condominium units in each of the two buildings; thus, a Tentative and Final Map are required pursuant to Government Code § 66426. Lot No. 1 will be developed at a future date;

C. On March 10, 2016, the Planning Commission adopted Resolution No. 2788 approving Environmental Assessment No. EA-1125 and Subdivision No. SUB 15-08 for Vesting Tentative Map No. VTPM 73745; and

D. The Final Vesting Map now requires approval by the City Council.

SECTION 2: Final Map Findings. Based upon the entirety of the record including, without limitation, the staff report, the City Council approves the Final Map for the following reasons:

A. The Final Vesting Parcel Map substantially conforms to Vesting Tentative Map No. VTPM 73745 approved by Planning Commission Resolution No. 2788; and

B. The Final Map conforms to the El Segundo Municipal Code and Subdivision Map Act (Government Code §§ 66410, et seq.).

SECTION 3: Authorization. The Director of Planning and Building Safety and the City Clerk are hereby authorized to sign and record said Map and take any further actions needed to effectuate this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.
SECTION 5: The City Clerk is directed to mail a copy of this Resolution to William Messori and to any other person requesting a copy.

SECTION 6: This Resolution is the City Council’s final decision and will become effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 4th day of April, 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 Resolution No. _____ was duly passed, approved and adopted by said City Council at a regular meeting held on the 4th day of April, 2017, approved and signed by the Mayor, and attested to by the City Clerk, 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 1) Approval of Examination Plan for Maintenance Craftworker. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Approval of Examination Plan for Maintenance Craftworker.
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: None

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STRATEGIC PLAN:

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<td>Support Community Safety &amp; Preparedness</td>
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<table>
<thead>
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<th>Goal:</th>
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<td>2</td>
<td>Prepared to respond and pro-actively work to prevent incidents</td>
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ORIGINATED BY: Mayra Houston, Human Resources Manager

REVIEWED BY: Lynn Lindberg, Human Resources Director

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On December 31, 2016, the Maintenance Craftworker retired after 30 years in the position with Parks Operation division for Recreation and Parks which has created a vacancy. Upon searching through the historical documents available to us, there is no evidence of a Council approved examination plan for the Maintenance Craftworker; therefore an Examination Plan is necessary in order to fill the current vacancy.

Staff is recommending that the City Council approve the examination plan that contains the following examination techniques and weights for the Maintenance Craftworker classification.
Examination Plan

Maintenance Craftworker  Open Competitive or Promotional
- Written Exam  Pass/Fail
- Structured Technical and  Weighted 100%
  Career Preparation Interview

Approval of exam plans for Merit System job classifications in all City Departments has been required since the passage of Initiative Ordinance No. 586 in April 1962.

For departments other than Police and Fire, the plan may consist of any one or combination of the following techniques:

1. Written;
2. Oral;
3. Demonstration; and
4. Any evaluation of education, experience, or skills or physical fitness, which fairly evaluate the relative capacities of the applicants.

Police and Fire Departments:

The examination plan for entrance or promotional, for the Police and Fire Departments, shall consist of a written examination and one or more of the following:

1. Oral;
2. Demonstration; and
3. Any evaluation of education certification, experience, or skills or any test of manual skills or physical fitness, which fairly evaluates the relative capacities of the applicant.
AGENDA DESCRIPTION:

Consideration and possible action regarding 1) approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the Police Support Services Employees Association 2) adoption of a Resolution for CalPERS Employer Paid Member Contributions (EPMC) for the Police Support Services Employees 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 Police Support Services Employees Association. Fiscal Impact: FY 2016-17 - $48,776 and FY 2017-2018 - $89,927

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 PSSEA
4. Adopt the Resolution updating the Employer’s monthly medical contribution for PSSEA
5. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Agreement
2. Resolutions

FISCAL IMPACT: FY 2016-17 - $90,918

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 Workforce and Champion Economic Development and Fiscal Sustainability.

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

PREPARED BY: Greg Carpenter, City Manager
REVIEWED BY: Lynn Lindberg, Director Human Resources
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

Members of the Police Support Services Employees 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 Wednesday, March 15, 2017, when the terms were approved by the PSSEA representatives.

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 April 15, 2017 unless otherwise noted.

1. Term – 4 years, October 1, 2014 – September 30, 2018 (Does not include retroactive changes to salaries or benefits)
2. Salaries and Benefits – 11% salary increase effective the pay period beginning April 15, 2017
3. Retirement – “Classic” employees shall pay the statutorily required seven percent (7%) PERS effective April 15, 2017
4. Health Insurance Monthly Contribution – Monthly contribution will be increased from $1160.71 to $1200.00 beginning June 1, 2017
5. Overtime/Compensatory Time
   a) Sick leave and vacation time shall not count towards calculating of overtime pay except for Reimbursable Overtime and Forced Hire Overtime
   b) Forced Hire Overtime – defined as when an employee is required/recalled to return to work by the department
   c) Regular Rate of Pay defined
   d) 7% EPMC is not paid by City and is not calculated as part of regular rate of pay
6. Education Incentive
   a) Converted to fixed dollar amounts
   b) Upon Council adoption of MOU, future hires will not be eligible for Education Incentive
7. Longevity Pay
   a) Converted to fixed dollar amounts
   b) Upon Council adoption of MOU, future hires will not be eligible for Longevity Pay
8. Vacation Payouts – up to a maximum of their applicable annual vacation accrual and paid at base salary hourly rate rather than the regular rate of pay; no EPMC added to any payouts
9. Employee Assistance Program – City to provide basic level service to employees at no cost. Employees may voluntarily enroll in the EAP/Outpatient tier at their cost (2017 rate is $9.52/mo)
10. Sick Leave Payouts - All sick leave payouts shall be at the base salary hourly rate of pay
11. Union Administrative Time reduced from 72 to 20 hours as a group per year to attend Union/ and labor relations meetings. During meet and confer process, City to provide reasonable release time for participating members

12. MOU Language Changes:
   • Pension Reform Language included in MOU
   • Regular Rate of Pay – definition clarified to ensure 7% EPMC is not calculated as part of the rate as it is not applicable to this bargaining unit
   • Shift Differential Pay. Clarified shift differential pay to apply to both scheduled and non-scheduled shift work, including voluntary and mandatory overtime assignment and work hours that extend into swing or graveyard due to overtime
   • Termination Pay – At base salary hourly rate of pay
   • Unused Sick Leave Pay – Employees must have a minimum of Five (5) years with the City in a PSSEA classification required to receive pay for unused sick leave balance.
• Wellness Program – Removed
• Flexible Spending Account (FSA) – Update to reflect that FSA account has been established
• Termination Pay – Paid at the base salary hourly rate of pay
• Family Sick Leave Utilization updated top to reflect applicable family leave laws and application for use per City policies
• Retiree Medical – Minimum of five (5) years of service credit required with CalPERS in order to be eligible for paid retiree medical
• Step Advancement – Advancement from Level 1 to Level II includes meeting minimum requirements posted on the class specification
• Vacation Accrual Schedules – converted to hours
• Vacation Time Sale – Rate of pay shall be at base rate
• Termination Pay – Rate of pay shall be at base rate
• Differential Pay – Language from side letter dated 12/10/13 folded into MOU
• No Layoffs language removed
• Wellness Program removed
• Pension Reform Language Included
• Appendix B, Letter of Agreement t – updated to reflect departed members no longer eligible.

The total fiscal impact to the current year of implementing this MOU will be approximately $48,766 and $89,927 for FY 2017-2018. Although the Fiscal Impact represents an initial cost to the City the fiscal impact can be absorbed into the current Police Department budget due to current staff vacancies that exist within the Police Support Services group. Staff expects savings to be realized as the structural changes to the special pays and benefits begin to take effect.

**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 7% of both their base salaries and special compensations. The proposed MOU provides for an 11.0% 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.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL SEGUNDO
AND
THE CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL
EMPLOYEES UNION, LOCAL 911 (POLICE SUPPORT SERVICES EMPLOYEES
BARGAINING UNIT)

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL SEGUNDO
AND
THE CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL
EMPLOYEES UNION, LOCAL 911 (POLICE SUPPORT SERVICES EMPLOYEES
BARGAINING UNIT)

ARTICLE 1 - GENERAL PROVISIONS

Article 1.01 Preamble

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into between the CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION, LOCAL 911 (POLICE SUPPORT SERVICES EMPLOYEES BARGAINING UNIT), hereinafter referred to as "Union", and the management representatives of the El Segundo City Council, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et. seq.

Article 1.02 Conclusions and Term of Agreement

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and the benefits contained herein are given in consideration for the various provisions contained herein which may be a change in the prior employment practices of the City. Further, it is mutually agreed that this Memorandum of Understanding shall commence upon Council adoption on October 1, 2014 and end September 30, 2018.

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties regarding terms and conditions of employment. Therefore, for the life of this Agreement, neither party shall be compelled to meet and confer with the other party concerning any mandatory meet and confer issue which is covered by this Agreement.

Article 1.03 Implementation of Agreement

This MOU shall be jointly presented to the El Segundo City Council for implementation along with all the ordinances, resolutions and such other additional actions as may be necessary to implement the provisions of this MOU. If the City Council fails to adopt the necessary ordinances and resolutions to implement the provisions of this MOU, the parties agree to meet and confer.

Article 1.04 Recognition

The City hereby confirms its recognition of the Union as the exclusive representative of employees in the Police Department Support Services representation unit, and agrees
to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by the law. The appropriate unit represented by the Union is generally described as all full time permanent Police Department Support Services non-sworn shift schedule employees. This recognition of the Union shall not be subject to challenge except as provided under the provisions of the City's Employer-Employee Organization Relations Resolution #3208. The list of classes within the bargaining unit is attached to this MOU as Appendix A.

Article 1.05 **Management Rights**

Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duties 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.

The management and direction of the work force of the City is vested exclusively in the City and nothing in this MOU is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City, discipline 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, including the right to contract or subcontract any services performed by the City and require overtime work by City employees.

Article 1.06 **Union Membership**

The City agrees to:

1. Provide official dues deductions for all employees who subscribe to Union membership;
2. Provide official payroll deductions for approved Union insurance and welfare plans, not to exceed five programs;
3. Provide the Union with a list of newly hired employees in the representation unit monthly.

Article 1.07 **Organizational Security**

Upon approval of this Agreement by the El Segundo City Council, all unit employees who voluntarily become members of Union and those unit employees who voluntarily become members of Union during the term of this agreement shall remain members until the expiration of the agreement. Notwithstanding the above, employees may terminate their Union membership within forty-five (45) calendar days prior to the agreement expiration date. Effective May 1, 2003, a Letter of Agreement between the California Teamsters Local 911/Police Support Services Bargaining Unit and the City of El Segundo regarding implementation of Agency Shop provisions was signed by representatives of the City and the Union. The Union shall indemnify and hold harmless the City and its Council individually and collectively from any legal costs
and/or damages arising from claims, demands, or liability by reason of litigation arising from this article. The Union agrees to pay the City all legal fees and legal costs incurred in defending the City or its officers, employers, or agents against any court action or administrative action challenging the legality or constitutionality of the provisions of this article or its implementation.

Article 1.08  **Savings**

If any provision or the application of any provision of this MOU as implemented should be rendered or declared invalid by a final court action or decree or preemptive legislation, the remaining sections of this MOU shall remain in full force and effect for the duration of said MOU.

Article 1.09  **No-Strike**

The Union agrees that during the term of this MOU their members employed by the City of El Segundo will not strike, or engage in any work stoppage or slow down, engage in a concerted failure to report for duty, or fail to perform their duties in whole or in part for the purposes of inducing, influencing or coercing a change in conditions, or compensation, or the rights privileges or obligations of employment.

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

Article 1.10  **Non-Discrimination**

The Union and the City recognize and agree to protect the rights of all employees to join and/or participate in protected Union activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3550 and 3511.

The City and the Union agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations and shall act affirmatively to accomplish equal employment opportunities for all employees. The City and the Union shall reopen any provision of this Agreement for the purpose of complying with any final order of the 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 1.11  **Steward's Time**

Upon timely request and for suitable reasons, the City Manager may authorize release of the Union Steward or his/her authorized representative from normal duties to assist in personnel matters involving Union members.
Article 1.12 **Union Administrative Time**

Union officers and board members will be allowed up to a total of 20 hours as a group per year of administrative leave to attend Union and labor relations seminars, when on a scheduled day off/vacation day. All or part of these hours may be used for other conferences or seminars with the approval of the City Manager. During the meet and confer process, the City shall provide reasonable release time for bargaining unit members to participate in negotiations.

Article 1.13 **Grievance Procedure**

The Union may grieve on behalf of an individual, group of employees or the Union as a whole.

1. **DEFINITION OF TERMS**

   A. **Grievance** - A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of this MOU. A grievance is distinct from an appeal of discipline which is covered by the Personnel Rules and Regulations (Rule 15 and 16).

   B. **Grievant** - A grievant is an employee or group of employees adversely affected by an act of omission of the agency.

   b. Steps within the Grievance Procedures will be completed within (10) ten working days.

   C. **Day** - A day is a working day.

   D. **Immediate Supervisor** - The first level supervisor of the grievant.

2. **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 at each level shall begin the day following receipt of a written decision or appeal by the parties.

   C. **Failure to Meet Timeliness** - 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 grievant in accordance with the time limits, the decision last made by the City shall be deemed final.
3. **PROCEDURE**

Grievances will be processed following the procedures set forth below.

A. **Level I** - Within ten (10) 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 with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within ten (10) days.

B. **Level II** - In the event such efforts do not produce a mutually satisfactory resolution, the employee or employees aggrieved must reduce their grievance to writing and file it with the immediate supervisor. Under no circumstances shall the formal written grievance be filed more than ten (10) days from the date the employee knew or should have known of the incident giving rise to the grievance.

**Procedure for Filing a Grievance**

In filing a grievance, the employee should set forth the following information:

a. The specific section of the Memorandum of Understanding, 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. What documents, witnesses or other evidence supports the grievant's position.

e. The remedy requested.

C. **Level III** - If the grievance is not resolved by the immediate supervisor, the grievant may present the grievance in writing to the department head within ten (10) 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 ten (10) 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.

4. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE

A. The grievance procedure is not intended to be used for the purpose of resolving complaints, 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.

C. The procedure is not intended to be used to challenge the merits of a reclassification, lay-off, 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, suspensions or a termination which are subject to the formal appeal process outlined in Ordinance 586 and the Personnel Rules and Regulations.

5. CONFERENCES

Grievant(s) and City representatives, upon request, shall have the right to a conference at any level of the grievance procedure.

6. WRITTEN MATERIAL

Copies of written material which may be used for disciplinary purposes shall be provided to the employee prior to placement in their official personnel file. The employee shall have the right to rebut any such document and have the rebuttal attached to the document prior to it becoming a permanent part of the employee’s personnel file.

Article 1.14 Layoff Procedure

1. **Grounds for Layoff** - Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce because of a lack of funds, lack of work or reorganization, 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 designee. Such action shall not entitle the laid off, reduced or displaced employee to a right of appeal. The City Manager shall recommend to the City Council each classification to be affected by any such change.

2. **Notice to Employees** - The City shall notify the Union thirty (30) days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact. An employee filling a full time position shall be given fourteen (14) calendar days prior notice of lay off. 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.

3. **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 as at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

4. **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 and shall mean seniority in City service.

5. **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 in a classification, provided the last rating had been filed at least thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

   - "Unsatisfactory" Rating - 0 points
   - "Improvement needed" Rating - 6 points
   - "Satisfactory" Rating - 12 points
   - "Exceeds expectations" Rating - 18 points
   - "Outstanding" Rating - 24 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 a sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

6. **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, 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.
7. **Displacement Rights** - 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 person has greater seniority than the employee in the lower classification.

An employee who is bumped shall be laid off in the same manner as employee whose position or classification is abolished.

8. **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.

9. **Re-Employment 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 re-employment offer shall be permanently removed from the re-employment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the re-employment list.

10. **Rights on Re-Employment** - 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 lay off. Upon reemployment, employees will be placed on the same salary step held at the time of lay off.

**Article 1.15 Personnel Policies**

1. **Overtime Distribution** - The City shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit. Such overtime work shall to the extent possible be assigned on the basis of volunteers. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.
2. Good Friday - Employees shall be entitled to use vacation time for leaves with pay on Good Friday provided such absences are scheduled and approved by the City.

ARTICLE 2 - SALARIES AND BENEFITS

Article 2.01 Salaries

Effective the beginning of the pay period following Council adoption of this MOU, the base salary of each affected employee shall be increased by eleven percent (11%).

Attached to this Memorandum of Understanding as Exhibits I and incorporated herein by reference, are the base salaries as reflected in the above provisions of Article 2.01.

Article 2.02 Overtime/Compensatory Time

1. Overtime Calculation - An employee who is required to work more than forty (40) hours during any given work week shall be compensated at the rate of one and one-half times his/her regular rate of pay. The City, for purposes of calculating overtime pay, shall not count sick leave or vacation time taken as hours worked.

Reimbursable Overtime as defined in Article 2.02(5) and Forced Hire Overtime are not subject to the sick and vacation paid leave time exclusion noted above. Forced Hire Overtime is defined to mean when an employee is required/recalled to return to work by the department. The Supervisor will release a recalled/rehired employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

A. 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 Fair Labor Standards Act (FLSA). Therefore, as used in this MOU, the "regular rate of pay" is the total inclusive compensation paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the "regular rate of pay." Applicable statutes/case law shall prevail over any MOU definitions inconsistent with statutes/case law.

The parties acknowledge that the City does not pay the employee's seven percent (7%) PERS member contribution and consequently the employer paid member contribution of seven percent (7%) 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.

2. **Compensatory Time** - Employees may substitute compensatory time for overtime pay if approved by their Department Head as follows:

   A. The employee can maintain up to eighty (80) hours of accrued compensatory overtime at any one time, and carry over unused time from year to year.

   B. The employee may use compensatory time in conjunction with normal vacation time with prior approval of their Department Head.

   C. The employee can use up to forty (40) hours of compensatory time at any one time.

3. **Cash in of Compensatory Time** - Employees may cash in accrued compensatory time, once per calendar year, at the employee’s current base rate of pay, by notifying the payroll division of their intent to do so no later than November 20th. Payment to the employee will be made on or about the 10th of December.

4. **Recall Minimum Hours** - Employees who are required to return to work at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work.

5. **Mandatory Training** – Employees who are required to return to work for training at a time other than their scheduled work day or are required to arrive to work for training at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work.

**Article 2.03  Family Sick Leave Utilization**

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" -AB1522) and other applicable family leave laws. Affected employees shall be entitled to utilize accumulated sick leave for providing family medical necessity-related care. 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.

Utilization of said sick leave shall be contingent upon the employee making application for sick leave use in accordance with the City’s policies and providing the required documentation evidencing that the sick leave is to be distributed because of a family member receiving medical attention by any type of health care provider.
Article 2.04 **Uniform Allowance and Replacement**

The City shall pay uniform, clothing, safety and personnel equipment allowance as follows:

A. Police Service Officer I/II and Police Assistants I/II $240 per year or equivalent per month of active duty.

B. Newly appointed Police Service Officers I/II shall be provided with a uniform advance of $110, at the time of appointment.

C. The City reserves the right to provide uniforms in lieu of the allowances provided for herein.

Affected employees occupying the classifications of Police Service Officer I/II and Police Assistant I/II shall have unserviceable uniforms replaced by the City by means of the replacement policies and procedures applicable to sworn uniformed City police personnel. Said replacement policy shall be in addition to any uniform maintenance allowance paid to affected employees.

Article 2.05 **Employee Group Insurance Programs**

1. **Medical**

   A. Effective January 1991, the City will contract with the California PERS for the Public Employees' Medical and Hospital Care Program for medical insurance.

   B. Effective June 1, 2017, the monthly City-paid health insurance premium contribution for medical health insurance is $1200.00.

Upon Council approval of the MOU, the City will file the required Resolution with CalPERS to increase the monthly City-paid health insurance premium contribution to $1200.00. Pursuant to CalPERS' regulations, the increased monthly City-paid health insurance premium contribution of $1200.00 shall become effective the first of the month following the month after the Resolution is received by CalPERS. For example, if the Resolution is received by CalPERS by September 30th, the new rate will be effective November 1st.

The $1200 monthly contribution shall remain in effect for the term of this MOU.

Effective January 1, 2005, employees may opt out of insurance and receive $250/month in cash. The opt out benefit is only available so long as the city's insurance rate is not adversely affected by the "opt out". The employee must provide verification of alternative coverage in order to opt out and is responsible for the tax consequences of the cash payment. The cash benefit is not subject to PERS retirement credit.
C. 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 2017 monthly rate is 9.52 and is subject to change.

D. Effective upon City participation in the Public Employees’ Medical and Hospital Care Program the City will initiate a future retiree health insurance contribution program for retirees who participate in the Public Employees’ Medical and Hospital Care Program.

Employees must have a minimum of five (5) years of service credit with CalPERS in order to be eligible for paid retiree medical insurance.

2. Dental

During the term of this agreement, the City will pay the premium for City contracted dental insurance for employees and eligible dependents. The City’s aggregate contribution for current dental, optical and life insurance shall be capped at $135.00 per employee per month.

3. Optical

During the term of this agreement, the City will pay the premium for City contracted optical insurance for employees and eligible dependents. The City’s aggregate contribution for current dental, optical and life insurance shall be capped at $135.00 per employee per month.

Article 2.06 Retirement

1. Effective the pay period following Council adoption of this MOU, employees classified as “classic” PERS members shall pay seven percent (7%) (pre-tax) of the CalPERS member contribution.

   (a) Tier I - The City has amended its contract with the Public Employees’ Retirement System (PERS) to provide eligible employees with the benefits of the 2% at age 55 (Modified) retirement plan in accordance with Government Code Section 21354.

   (b) Tier II – The City has amended its contract with the California Public Employees’ Retirement System (CalPERS) to implement the 2%@60 retirement formula in accordance with Government Code Section 21353. This formula applies to employees hired on or after December 30, 2012 who are already members of CalPERS.

Tier I and Tier II participants will have their final compensation based upon the “single highest year” pursuant to Government Code Section 20042.
(c) Tier III – Members of this bargaining unit who are first employed by
the City on or after January 1, 2013, and are “new employees” and/or
“new members” as defined by AB 340 (Public Employees Pension
Reform Act) shall be provided with the 2%@62 retirement formula.
Members shall be subject to all other statutory requirements
established by AB340, which includes paying 50% of the normal cost
as determined by CalPERS. Members’ final compensation shall be
based on the highest annual average compensation earnable during
the 36 consecutive months immediately preceding the effective date
of retirement, or some other 36 consecutive month period designated
by the member.

4. The City has amended the contract between the Board of Administration,
California Public Employees’ Retirement System and the City Council,
City of El Segundo to provide Section 21548, “Pre-Retirement Optional
Settlement 2 Death Benefit” for bargaining unit members (local
miscellaneous members).

Article 2.07  Differential Pay

Shift Differential – Effective on the first day of the pay period in which
ratification occurs, employees shall be entitled to shift differential pay of
5% for swing shift and 8% for graveyard for the total number of hours
worked during any shift when a minimum of four (4) hours of an
employee’s shift occurs during the swing shift (shift begins on or after
1000 hrs.) or graveyard shift (shift begins on or after 1800 hrs.), as
applicable. Shift Differential pay shall apply to both scheduled and non-
scheduled shift work assignments which include voluntary and mandatory
overtime assignments. Employees whose work hours extend into the
swing or graveyard shifts due to overtime, shall be paid the applicable
shift differential pay for the actual number of hours worked during the
swing or graveyard shifts, in addition to the overtime compensation.
Effective January 1, 2005, employees may not work the same bid shift for
more than 18 months.

Animal Control Differential - Effective October 15, 2000, Police Service
Officers who are specifically assigned to perform “animal control” duties
during a shift, who perform “animal control” duties on an emergency basis
during a specific shift, or who perform “animal control” duties during a
specific shift when no employee is specifically assigned to perform
“animal control” duties shall receive differential pay in the amount of
twenty dollars and twenty-six cents ($20.26) for each specific shift in
which they meet any of these qualifications. (See Appendix E for side
letter.) Animal Control Differential Pay does not apply to a Police Service
Officer II.
Article 2.08  **Computer Purchase Program**

1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum $4000.00 cumulative interest free loan for an initial purchase of personal computer hardware, software and ergonomic-related furniture and equipment. An employee with an outstanding balance on a prior computer loan as of July 1, 1998 will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program.

2. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at an interest rate of 3%. All loans would include a 35-month repayment term.

3. Anti-virus software shall be required as a prerequisite in granting requested loans.

4. The City's determination in this regard is not subject to administrative or judicial appeal. Loans shall be repaid through payroll deductions over a three year period. Outstanding loan balances must be paid off at the time 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.

5. The 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. The City is to be notified of any exchange or updating of equipment.

Article 2.09  **Sick Leave**

1. **Sick Leave Accumulation** - Employees shall receive one (1) eight (8) hour day accumulation for each month's service not to exceed a maximum of 600 hours. Current employees with more than 600 hours of accumulated sick leave will be allowed to utilize that amount as their personal sick leave cap throughout the remainder of their service with the City.

2. **Minimum Service with City of El Segundo to Receive Pay for a Designated Percentage of Accumulated Sick Leave** - Employees who retire must have been employed for a minimum of five (5) years with the City of El Segundo in a classification covered by this Agreement in order to receive pay for unused sick leave balance.

3. **Sick Leave Payment Upon Separation** - Affected employees having a minimum of 5 years of service will be paid for 50% of their unused sick leave upon death or termination. Employees shall receive 100% of their unused sick leave upon a service or disability retirement. The rate of pay for sick leave payment upon separation shall be at the base salary hourly rate of pay.
4. **Sick Leave - Payment of One Hundred Percent of Accrual** - On the first day of December of each year, employees who maintain a balance of 600 hours of sick leave accrual shall be paid for one hundred percent (100%) of sick leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10th.

Effective upon Council adoption of the MOU, all sick leave payments under this provision shall be at the base salary hourly rate of pay.

5. **Sick Leave Accrued - Payment on Termination Prior to December 1st** - Employees who terminate prior to the first day of December while maintaining a balance of more than 600 hours of sick leave shall also be paid seventy percent (70%) of their unused accrued sick leave accumulated since the preceding December 1st. The rate of pay for sick leave payment upon separation shall be at the base salary hourly rate of pay.

6. **Sick Leave Certification** - Any employee taking sick leave shall, upon his or her return to work, sign a statement certifying the reasons for such sick leave. Employees absent forty or more consecutive hours must submit a statement from a doctor that the employee was under his care and is able to return to work. Upon the recommendation of a Department Director or his/her designee the City Manager or the Director of Human Resources may, before allowing such leave or before permitting an employee to return to work, require submission of a doctor's certificate for any absence. Any employee who makes a false claim to sick leave or who refuses to cooperate in an investigation by the City of his or her claim shall be subject to disciplinary action.

In addition to the above, after an employee has used seventy-two (72) hours or more of sick leave during the employee’s 12-month annual performance evaluation period, the employee’s department head may require, for each sick leave absence thereafter during the year, that the employee provide a statement from a doctor verifying that the employee was under a doctor’s care during the absence and that the employee is now able to return to work. In accordance with Labor Code Section 234 use of family sick leave will not be included when determining whether an employee has exceeded the 72 hour threshold set forth above.

7. **Sick Leave Requests** - Requests for sick leave benefits will not unreasonably be denied. Employees agree not to abuse the use of sick leave.

**Article 2.10  Flexible Spending Account**

The City has implemented a Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code as a benefit to members of this bargaining unit. Each employee is eligible to participate in this plan.
Article 2.11 **Bereavement Leave/Emergency Leave**

A. **Bereavement Leave** - An employee shall be granted three (3) working days if he/she is traveling less than five hundred (500) miles one way as measured from El Segundo City Hall. An employee shall be granted one (1) workweek if he/she is traveling more than five hundred (500) miles one way as measured from El Segundo City Hall. Additionally, the definition of the "immediate family" whose funeral or memorial proceeding qualifies for the use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee's spouse or significant other.

B. **Personal Emergencies** - Employees, upon request, shall be entitled to utilize vacation, Personal Leave Day/Floating Holiday or accumulated compensatory time off for bona fide and substantiated personal emergencies, i.e. serious illness of immediate family members, and cases of extreme and unusual hardships of an emergency nature. In certain circumstances, notification requirements may be waived.

Article 2.12 **Step Advancement**

1. **Step Advancement Basic Salary Schedule** - The advancement of a new employee from Step A shall be on the new employee's anniversary date which is established as the day immediately following satisfactory completion of his or her first six months' service; Steps B, C, and D contemplate one year's service in each of such classification subject to the limitation of Section F below and the advancements therefrom shall be on the anniversary date of the employee; Step E contemplates continued service in such classification until further advancement is indicated by reason of longevity.

Notwithstanding the above, a supervisor may recommend to the department head that an employee receive an accelerated advancement of part or all of the next salary step B, C, D, or E (excluding Longevity Pay Steps), based on exemplary job performance. If the department head concurs, he/she shall submit a written report on the prescribed form to the Director of Human Resources citing specific examples of work performed by the employee that consistently exceeds expectations and warrants approval of part or all of the next salary step prior to the employee's anniversary date. The Director of Human Resources shall submit the request along with a recommendation for action by the City Manager. Recommended accelerated salary increases shall be in whole percentages ranging from 1-5%. An employee may receive more than one salary step advancement, but in most cases the total granted shall not exceed 5% in a twelve (12) month period. The accelerated salary advancement(s) shall not change the affected employee's anniversary date. In no case shall an employee receive compensation that exceeds the E-step of their respective salary range.
2. **Class Series Classifications** - Notwithstanding the provisions of Section A, the following classes:

   Police Assistant I/II
   Police Service Officer I/II

The classifications listed above shall be described as class series classifications and shall be paid at either of two different salary range levels assigned to each class.

In each of these classes, entry level may be made at two different work performance, skill, and assigned responsibility levels corresponding to the two different salary range levels. When entry is made at Level I, the employee shall progress through steps of the range assigned to that level in the manner described in Section 1, except as noted below. When entry is made at Level II, the employee shall advance through the steps of the range assigned to that level in the same manner as described in Section 1.

Every person employed at Level I shall be eligible to advance to Level II without regard to the number of other employees at either of the levels or budget limitations. To assure the latter, class series positions shall be budgeted at Level II in all cases. Merit considerations, as clarified by the factors listed below, shall be the exclusive basis for advancement to Level II.

When a person is employed at Level I, such employee may be advanced to Level II upon a determination by the Department Head and approval of the Director of Human Resources that the employee’s work performance, skill development, and demonstrated ability to perform higher level duties causes his/her assignment to Level II to be appropriate. No employee shall be advanced to Level II without such an evaluation.

In making the determination to advance to Level II according to the above-noted factors, such determination shall not be made simply by subjective evaluation but shall be upon a finding that the employee’s work performance meets specific criteria developing from the following factors, among others deemed appropriate:

   Length of service at Level I;
   Acquisition of minimum requirements posted on the class specification and specialized skills required of the position;
   Achievement of specific job-related goals and objectives during a specified period of time;
   Increased ability to work without close supervision;
Ability to exercise increased individual judgment;
Ability to provide leadership and guidance to less experienced employees;
Ability to understand and properly apply departmental rules;
Ability to produce work which is acceptable both in terms of quality and quantity and which represents at least the average level of work produced by other Level II employees.

Specific criteria for advancement within a class series shall be prepared jointly by each Department Head and the Director of Human Resources. Such criteria shall be approved by the City Manager. No employee shall be advanced from Level I to Level II except upon recommendation of the Department Head and approval of the City Manager.

Whenever an employee is moved from Level I to Level II, such employee shall be compensated at the lowest rate of compensation provided for in the higher Level II salary range which exceeds by not less than five percent the rate of compensation received by said employee at the time of assignment to Level II, unless otherwise ordered by the City Council. While occupying a position assigned to a class series classification, an employee shall serve only one probation period.

3. **Longevity Pay** - Employees to whom this Chapter applies who are eligible to receive longevity pay shall receive longevity pay based upon an overall rating of “standard” or higher as determined by the employee’s performance evaluation. If the employee fails to qualify for longevity pay because of failure to have attained a “standard” or higher rating, and the employee’s overall performance subsequently improves to at least a “standard” level, the longevity pay increase shall be granted upon the issuance of a satisfactory performance report.

4. **Step Advancement - Anniversary Date** - An employee advanced from any range to another range of the Basic Salary Schedule shall receive a new anniversary date which is the date of the change. If the employee anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the effective date falls on the second week of the pay period, the effective date of the increase will be the first day of the following pay period. Other changes in salary, unless specifically directed by the Council, shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System Ordinance or the Personnel Rules and Regulations. The City Council reserves the right, at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee, subject to
meet and confer with the Union. Notwithstanding the above, an employee in a classification under Section B shall not be assigned a new anniversary date when he/she is advanced from Level I to Level II in that same classification.

5. **Increases on Merit - Basic Salary Schedule** - An employee shall be eligible for advancement to a higher step on the basis of service time as described in Section A and satisfactory performance of duties. An employee will be presumed to merit an increase unless his or her Department Head, with the concurrence of the Director of Human Resources notifies the employee in writing no later than the end of the pay period which begins after said employee's anniversary date that the increase should be withheld, stating reasons. The reasons shall be provided to the employee in writing. If the employee's performance subsequently improves to a satisfactory level, the step increase will be granted and the date of increase will become the employee's anniversary date.

Article 2.13 **Workers' Compensation Provisions**

A. Permanent employees who are members of the Public Employees' Retirement System and who receive injuries that are compensable under the California Workers' Compensation Laws (other than those to whom the provisions of Section 4850 of the Labor Code apply) shall be entitled to receive:

1. Seventy-five percent of the employee's regular salary for any so-called waiting period provided for in the Workers' Compensation Laws.

2. Thereafter, for a period of up to one year, or until earlier retirement on disability pension or a finding of permanent and stationary disability by a medical doctor, the difference between seventy-five percent of the employee's regular monthly salary and the amount of any temporary disability payments under the California Workers' Compensation Laws. Such payment shall cease when the employee receives a permanent disability award or is physically able to return to work.

3. These payments shall be provided without deductions for State or Federal Income Taxes, to the extent allowable by the Internal Revenue Service.

B. In the event an employee is physically injured in the line of duty while involved in animal control, or the detention, transportation, or any other interaction with an inmate/detainee and such injury results in loss of time, the City shall compensate the employee for one hundred percent (100%) of time lost from work for the first thirty (30) calendar days.

In order for an employee to be posted in the payroll book as being off-duty due to an IOD, the employee must have been injured on-duty or contracted an illness determined to be work related, sent to the appropriate doctor, and relieved of further duty for a period of time specified by the examining doctor.
Until such certification is made, employees shall be posted as being off sick and upon such certification shall have their sick time restored.

Article 2.14 **Holidays**

1. **Holiday Schedule** - The following Days shall be considered as holidays for City employees:

   January 1\textsuperscript{st} \\
   The third Monday in January (Martin Luther King Jr. Day) \\
   The third Monday in February (President's Day) \\
   The last Monday in May (Memorial Day) \\
   July 4\textsuperscript{th} \\
   The first Monday in September (Labor Day) \\
   November 11\textsuperscript{th} (Veteran's Day) \\
   Thanksgiving Day \\
   December 24\textsuperscript{th} \\
   December 25\textsuperscript{th} \\
   December 31\textsuperscript{st}

2. **Holiday Pay** – Police Assistant II/II and Police Service Officers I/II who regularly are required to work on holidays, as is the current practice, shall be paid for one hundred and ten (110) hours in lieu of holidays on or about the 10\textsuperscript{th} of December.

Article 2.15 **Life Insurance**

The City will provide a $20,000 Life Insurance policy for each employee.

Article 2.16 **Vacation**

Employees shall receive either:

**ORIGINAL ACCRUAL SCHEDULE**

1. Twelve working days per year (96 hours) with full salary for the first seven years of continuous service with the City.

2. Seventeen working days per year (136 hours) with full salary after seven years and until the completion of fourteen years of continuous service.

3. Twenty-two working days per year (176 hours) with full salary after fourteen years of continuous service.
OR

ALTERNATIVE ACCRUAL SCHEDULE

1. Twelve days per year (96 hours) from commencement of the first year of service through and including completion of the fifth year of service.

2. Fifteen days per year (120 hours) upon commencement of the sixth year of service through and including completion of the tenth year of service.

3. Eighteen days per year (144 hours) upon commencement of the eleventh year of service through and including completion of the fifteenth year of service.

4. Twenty-two days per year (176 hours) upon commencement of the sixteenth year of service and for all years of service thereafter.

An employee desiring to participate in the "alternative" accrual schedule shall so advise Human Resources Department in writing of their election, no later than October 19, 1994. Failure to advise of an election to accrue vacation pursuant to the alternative schedule shall result in the employee continuing to accrue vacation on the "original" schedule. An election to accrue vacation on the alternative schedule or maintenance of accrual pursuant to the original schedule, shall be irrevocable.

For this article, the term "day" shall be the equivalent of eight hours. Vacation time shall accrue on a monthly basis. Vacation leaves may be taken only after an employee has completed one year's continuous service.

Article 2.17 Vacation Time Accumulation and Sale

Vacation time shall be accumulated from date of last continuous permanent employment. All vacation shall be taken at such times as are agreeable to the head of the department and approved by the City Manager or designee. Earned vacations shall not be accumulated for a longer period than for two years' service.

Each calendar year, an employee may sell back his/her accumulated annual vacation up to a maximum of the annual vacation accrual, to which they are entitled by length of service. Each employee may sell back vacation once per calendar year and only during the first two-weeks of December. The rate of pay shall be at the base salary hourly rate of pay.

Article 2.18 Vacation Time Accrual - For Temporary Industrial Disability

Notwithstanding the provisions of Article 2.19, employees on temporary industrial disability may accrue vacation time for longer than two years.
Article 2.19  **Long Term Disability Plan**

The City will add all unit members to its currently existing Long Term Disability Plan.

Article 2.20  **Direct Deposit**

It is agreed between the City and Union 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 Human Resources, together with a statement of their reasons therefore. Requests for exceptions to this direct deposit policy shall not be unreasonably denied.

Article 2.21  **Promotional Examinations**

For the purpose of interpreting Section 2.28.080(B) of the El Segundo Municipal Code, entitled "Examinations", the City agrees that a sufficient number” shall be three (3) eligible, qualified applicants who have indicated an interest in a particular promotion in writing to the Director of Human Resources.

Examinations may be specified by the Personnel Officer, as promotional only, as open only, or as both open and promotional.

Article 2.22  **Standby Duty**

1. Standby duty is the time that employees, who have been released from duty, are specifically required by their supervisor to be available for return to duty when required by the City. During standby, employees are not required to remain at their City work station or any other specified location. Standby duty employees are free to engage in personal business and activities. However, standby duty requires that employees:

   A. Be ready to respond immediately.

   B. Be reachable by paging device or telephone. The City may, in its discretion, provide a paging device, e.g., a beeper, to an assigned standby duty employee.

   C. Be able to report to work within one (1) hour of notification.

   D. Refrain from activities which might impair their ability to perform assigned duties. This includes, but is not limited to, abstaining from the consumption of any alcoholic beverage and the use of any illegal drug or incapacitating medication.

   E. Respond to any call back during the assigned standby duty.
2. As with any City equipment, any paging device assigned to an employee is the responsibility of the standby employee during standby assignment. The employee is liable for loss or damage to the paging device, which is caused by the employee's negligence or intentional acts.

3. Failure of an employee to comply with the provisions of standby duty may subject the employee to discipline, up to and including termination of employment with the City.

4. For each assigned period of standby duty employees shall be provided two (2) hours of pay per day.

5. Employees recalled to duty shall receive a minimum of four (4) hours of recall pay.

6. An employee who uses sick leave or vacation leave during a standby period, occurring on or after, October 15, 2000, shall not be provided any form of compensation for the standby period, unless the employee's department head approves, in writing, the provision of the normal standby period compensation.

Article 2.23 Educational Incentive Pay

Eligible employees shall be entitled to receive educational incentive pay as shown below. The incentive is paid on the employee's base salary and shall be paid at the same times and in the same manner as base salary. Educational incentive pay is reported as compensation to PERS. Eligibility for educational incentive pay is limited to those employees who (a) are working in a job classification that does not require a bachelor's degree or higher degree to qualify for the classification and (b) were awarded such degree in one of the majors which had been approved by the Police Chief, in writing, prior to admission of the specific employee into that major.

Educational Incentive Pay

<table>
<thead>
<tr>
<th>Position</th>
<th>Degree</th>
<th>Incentive Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Assistant I</td>
<td>Associate Degree</td>
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</tr>
<tr>
<td></td>
<td>Bachelor Degree</td>
<td>$189.16/month</td>
</tr>
<tr>
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<td>Associate Degree</td>
<td>$104.40/month</td>
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<td></td>
<td>Bachelor Degree</td>
<td>$208.80/month</td>
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<tr>
<td>Police Service Officer I</td>
<td>Associate Degree</td>
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<tr>
<td></td>
<td>Bachelor Degree</td>
<td>$227.57/month</td>
</tr>
<tr>
<td>Police Service Officer II</td>
<td>Associate Degree</td>
<td>$125.60/month</td>
</tr>
<tr>
<td></td>
<td>Bachelor Degree</td>
<td>$251.20/month</td>
</tr>
</tbody>
</table>

Bargaining unit members hired after Council adoption of this MOU shall not be eligible for the Education Incentive Pay.
Article 2.24  **Longevity Pay**

Effective the beginning of the next pay period following Council adoption of the MOU, employees shall be entitled to the following longevity pay based on full-time, job related law enforcement experience:

**Longevity Pay**

**Police Assistant I**
- Completion of 5 years of service: $56.75/month
- Completion of 10 years of service: $113.50/month
- Completion of 15 years of service: $264.50/month
- Completion of 20 years of service: $331.04/month

**Police Assistant II**
- Completion of 5 years of service: $62.64/month
- Completion of 10 years of service: $125.28/month
- Completion of 15 years of service: $292.32/month
- Completion of 20 years of service: $365.40/month

**Police Service Officer I**
- Completion of 5 years of service: $68.27/month
- Completion of 10 years of service: $136.54/month
- Completion of 15 years of service: $318.60/month
- Completion of 20 years of service: $398.25/month

**Police Service Officer II**
- Completion of 5 years of service: $75.36/month
- Completion of 10 years of service: $150.72/month
- Completion of 15 years of service: $351.67/month
- Completion of 20 years of service: $439.59/month

Longevity Pay is reported as compensation to PERS.

Bargaining unit members hired after Council adoption of this MOU shall not be eligible for the Longevity Pay.

Article 2.25  **Training Pay**

The Department agrees to increase the base salaries of Police Services Officers and Police Assistants by four and one-half percent (4.5%) while assigned training responsibilities.

Article 2.26  **Court On-Call Pay**

A. Except as set forth below, off-duty personnel who are placed in an on-call status for court during either the morning or the afternoon session will receive three (3) 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 employee is in an on-call status. Off-duty
personnel who are placed in an on-call status for court during both the morning and the afternoon sessions will receive six (6) hours of paid overtime at a rate of time and one-half his/her regular rate of pay.

Employees will not receive on call pay if they are:

1. Called into court that session (in which 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, etc).

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

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

D. Employees entitled to court on call pay shall accrue “limited use” time off in lieu of pay.

Article 2.27 **Court Call-Back Pay**

A. An employee called into court while off-duty shall be paid overtime for all time served plus travel time or three (3) 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. Employees entitled to court on call pay shall accrue “limited use” time off in lieu of pay.

**ARTICLE 3 - OTHER PROVISIONS**

**Article 3.01 Drug-Free Workplace Statement and Substance Abuse Policy**

The parties have met and conferred in good faith regarding the adoption of a Drug-Free Workplace Statement and Substance Abuse Policy dated July 1, 2008, and the same shall be implemented concurrent with the adoption of this MOU.

**Article 3.02 Smoking Policy**

The parties have met and conferred in good faith regarding the adoption of a non-smoking policy dated October 5, 1994, and the same shall be implemented concurrent with the adoption of this MOU.
Article 3.03 **Education Reimbursement**

1. **Reimbursement Procedures** - Permanent employees may participate in the City's Educational Reimbursement Program.

2. **Repayment Upon Termination** - Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

   "I certify that I have successfully completed the course(s), receiving a grade of "C" or better. A copy verifying this grade is attached. 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. The amount of refund shall be determined in accordance with the following schedule:

<table>
<thead>
<tr>
<th>When Depart</th>
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<tbody>
<tr>
<td>1 month after course completion</td>
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<td>11 months</td>
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<td>12 months</td>
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</table>

3. Eligible employees may receive no more than one thousand seven hundred fifty dollars ($1,750.00) per calendar year under this program.

Article 3.04 **Catastrophic Leave Bank**

The City shall institute a catastrophic leave bank as follows:

1. **Purpose** - To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent, part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.

2. **Definition** - A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.
3. Procedures

A. There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.

B. Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.

C. Sick leave, vacation and compensatory time leave donations will be made in increments of no less than one day. These will be hour for hour donations.

D. Employees must hold a minimum of one hundred (100) hours of accumulated illness/injury leave after a donation has been made.

E. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.

Article 3.05 Temporary Service in a Higher Classification

When an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, "applicable period of time" is defined as ten consecutive working days (eight working days if on four-ten plan) or longer.

Article 3.06 Promotions

In all cases where an employee promoted to a classification in for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent the base rate of compensation, excluding special assignment pay, received by said employee is such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of
pay equal to or lower than one of his regularly assigned subordinate’s base rate, the supervisor’s base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate’s base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

Article 3.07 **Termination Pay**

Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period at the base salary hourly rate of pay and the terminal salary warrant shall include accrued vacation pay to the time of termination.

Article 3.08 **Jury Duty**

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.

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.

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 3.09 **Physical Examinations**

The City will allow up to two (2) days of accumulated sick leave per year to be used for purposes of physical examinations, subject to submission of a doctor’s verification. The City further agrees that requests for sick leave benefits will not unreasonably be denied.

Article 3.10 **Joint Labor Management Team**

Pursuant to the meet-and-confer process for 1997-98, it was agreed upon that representatives of the City and the Union shall create joint labor management teams to foster improved communication and productivity.
Article 3.11 Disciplinary Action - Authority to Take

Modify Personnel Rule 14.4 to include the following:

1. Prior to making a final decision to take disciplinary action involving suspension, demotion, dismissal or reduction in pay, the City Manager shall give written notice of the proposed action to the concerned employee. The notice shall include a statement of reasons that a disciplinary action is being proposed and shall include a copy of the charges being considered by the City Manager. Except when of a confidential nature, the supporting documentation will be provided with the written notice to the employee. A written notice delivered to the employee's last known address shall constitute adequate notice.

Article 3.12 Policies

The parties have agreed upon an Occupational Injury and Illness Policy, dated June 23, 2004.

For the Police Support Services Employees' Association:

Larry Harrington, Steward

Laurie Eisma, Steward

Joe Camagong, Steward

For the City:

Greg Carpenter, City Manager

Lynn Lindberg, Director of Human Resources

Gregorio Daniel, Teamsters' Business Representative

Date

Date
APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

Police Assistant I/II
Police Service Officer I/II
Appendix B

Side Letter Agreement to the 2007 – 2010 Memorandum of Understanding between the City of El Segundo and the El Segundo Police Support Services Employees Association

This side letter memorializes an agreement reached between the City of El Segundo and the El Segundo Police Support Services bargaining unit represented by California Teamsters Local 911 to reflect an agreement regarding the terms and conditions of employment for members of the bargaining unit. All other terms and conditions of the 2007 – 2010 Memorandum of Understanding shall remain in full force and effect.

The parties agree to the following:

1) Any reference to animal control duties in the Police Service Officer I class specification does not apply to the following personnel: Julio Martinez, Dean Sumi, Paul Saldana or Jan Mitsuda. However, if any of the listed personnel choose to perform animal control duties this side letter agreement would not preclude them from doing so. Nor does it preclude any of the listed personnel from promoting to the Police Service Officer II classification once they have met the minimum qualifications.

2) The City agrees to continue the Police Department's current practice of not scheduling employees in the job classification of Police Assistant I/II to work on Thanksgiving Day or Christmas Day. This practice is subject to the emergency and/or operational needs of the Department.

For the El Segundo Police Support Services Employees Association

[Signature]

Date: 03/22/17

For the City of El Segundo

[Signature]

Date: ____________
# EXHIBIT 1

POLICE SUPPORT SERVICES ASSOCIATION

SALARY SCHEDULE

EFFECTIVE ________________

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RESOLUTION NO. ________

A RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR THE POLICE SUPPORT SERVICES EMPLOYEES ASSOCIATION (PSSEA)

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 Support Services Association

- This benefit shall consist of Employer paying 0% of the normal member contributions as EPMC

- The Employee will pay 7% of the normal member contributions

- The effective date of this Resolution shall be the pay period beginning April 15, 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 4th day of April, 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 7th 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 POLICE SUPPORT SERVICES
EMPLOYEES ASSOCIATION (PSSEA)

WHEREAS, (1) The City of El Segundo is a contracting agency under Government Code
Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the “Act”) for
participation by members of the Police Support Services Employees Association.

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject
to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution
shall be an equal amount for both employees and annuitants, but may not be less than the amount
prescribed by Section 22892(b) of the Act; and

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the
amount necessary to pay the full cost of his/her enrollment, including the enrollment of family
members, in a health benefits plan up to a maximum of $1,200.00 per month, plus administrative
fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) 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; and be it
further

RESOLVED, (c) That the participation of the employees and annuitants of The City of El
Segundo shall be subject to determination of its status as an “agency or instrumentality of the state or
political subdivision of a State” that is eligible to participate in a governmental plan within the
meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations
pursuant to such Section. If it is determined that the City of El Segundo would not qualify as an
agency or instrumentality of the state or political subdivision of a State under such final Regulations,
CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants
of the employer.

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and
direct the City Clerk to file with the Board a verified copy of this resolution, and to perform on
behalf of the City of El Segundo all functions required of it under the Act.

RESOLVED, (e) Under Government Code Section 22892, this Resolution will become effective
April 4, 2017 and will remain effective unless repealed or superseded.
Resolution No. _____PASSED, APPROVED AND ADOPTED this 7th day of March, 2017.

Suzanne Fuentes, Mayor

ATTEST:

Tracey Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
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 7th day of March, 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 7th day of March, 2017.

____________________________
Tracy Weaver, City Clerk
of the City of El Segundo,
California
RESOLUTION NO._________

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA AND THE POLICE SUPPORT SERVICES EMPLOYEES ASSOCIATION (PSSEA)

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 March 15, 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 4th day of April, 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
AGENDA DESCRIPTION:
Consideration and possible action to explore putting together an ad-hoc committee to address the rising California Public Employees' Retirement System ("CalPERS") costs. (Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:
1. City Council discuss and consider approving an ad-hoc PERS Committee to address the rising PERS costs.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

STRATEGIC PLAN:
Goal: 5(b) Champion Economic Development and Fiscal Sustainability:
El Segundo approaches its work in a financially disciplined and responsible way

Objective: 2 The City will maintain a stable, efficient, and transparent financial environment

FISCAL IMPACT: $ (0)
Amount Budgeted: $0
Additional Appropriation: N/A

PREPARED BY: Joseph Lillio, Finance Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:
At the December 21, 2016, CalPERS Board (the “Board”) meeting, it was approved by the Board to lower the CalPERS discount rate assumption. The discount rate, or long-term rate of return, was adjusted from 7.5% to 7.0%.

Lowering the discount rate means the City’s plan will see an increase in both the normal cost (the cost of pension benefits accruing in one year for active members) and the accrued liabilities (the future cost of pension benefits). These increases to the normal cost and accrued liabilities will result in higher required employer contributions beginning in FY 2018-19.

As displayed in graph 1 below, the City will begin to experience additional pension contributions from the discount rate change beginning in FY 2018-19.
In addition to the approved lowering of the discount rate, CalPERS is contemplating additional changes to the pension system to further mitigate risk. These changes will have added budgetary pressures on the City of El Segundo. The additional steps that could be taken to further mitigate funding risks include:

- **Margins for conservatism**: This could be accomplished by either further lowering the discount rate or by changing other actuarial assumptions to include additional conservatism.
- **Systematic De-risking**: This would involve changing the asset allocation gradually over time to lower investment risk and reduce the funding risks outlined in the report.
- **Flexible De-risking**: This would involve changing the asset allocation but only when good investment returns permit this to occur without increasing employer rates beyond their expected levels.
- **Multiple Asset Allocation Choices**: This would involve providing employers with the ability to choose from a range of asset allocations (e.g. high, medium and low risk). This option has been requested by a number of employers.
- **Risk Sharing Options**: While the Board does not have the ability to change the benefit structure or member contribution rates, the level of risk could be reduced by either benefit design or various forms of employee/employer cost sharing. This would require legislative changes.

In order to effectively address the rising pension costs, City Council is being asked to consider forming an ad-hoc committee to address the fiscal challenges, as well as potential solutions, the City will need to confront in the coming years. The composition of this ad-hoc committee is to be discussed by City Council.