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.

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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, OCTOBER 16, 2018 – 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:

1. Consideration and possible action to interview candidates of the Economic Development Advisory Committee.
   (Fiscal Impact: None)

   Recommendation – 1) Interview Candidates; 2) Announce appointment(s) at the 7:00 PM, November 6, 2018 City Council Meeting; 3) Alternatively, discuss and take other action related to this item.

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. Sean Norwood v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ10243733

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -1- 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 REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): -0-matters

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

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

   Agency Designated Representative: Irma Moisa Rodriguez, City Manager, Greg Carpenter and Human Resources Director.
AGENDA DESCRIPTION:
Consideration and possible action to interview candidates of the Economic Development Advisory Council. (Fiscal Impact: $None)

RECOMMENDED COUNCIL ACTION:
1. Interview candidates;
2. Announce appointment (s) at the 7:00 p.m., November 6, 2018 City Council meeting, if any;
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

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

STRATEGIC PLAN:
   Goal: 1 Enhance Customer Service Engagement
   Objective: 1(b) The City engages in regular, intentional information gathering

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

BACKGROUND AND DISCUSSION:

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Applying to: CCBs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Rick Yuse (5:00 pm)</td>
<td>Economic Development Advisory Council</td>
</tr>
</tbody>
</table>
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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, OCTOBER 16, 2018 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Chris Robbins, Oceanside Christian Fellowship

PLEDGE OF ALLEGIANCE – Council Member Pimentel
PRESENTATIONS

a)  Presentation – City Wide Volunteer Appreciation

b)  Presentation – Emergency Services Coordinator, Randall Collins, regarding the Big Shake Out.

c)  Presentation – Barbara Voss, Economic Development Manager, regarding 2 Websites launches.

d)  Presentation – Bartel and Associates, regarding the City’s unfunded pension liabilities.

ROLL CALL

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CITY COUNCIL COMMENTS – (Related to Public Communications)

A.  PROCEDURAL MOTIONS

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

   Recommendation – Approval.

B.  SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C.  UNFINISHED BUSINESS

D.  REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS
E. CONSENT AGENDA

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

2. Warrant Numbers 3023018 through 3023206 and 9000573 through 9000573 on Register No 1. in the total amount of $1,191,019.28 and Wire Transfers from 9/24/18 through 9/30/18 in the total amount of $545,084.93 and from 10/1/18 through 10/7/18 in the total amount of $95,809.91.

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 – 1) Approval

4. Consideration and possible action to amend the Development Standards of the Corporate Campus Specific Plan (CCSP) § V(F)(4)(c)(8) to allow balconies to project up to 10 feet into a required setback. The City Council Certified a Final EIR (FEIR) on January 2, 2002 for the development of the CCSP. The proposed project is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “State CEQA Guidelines”), since it involves a minor revision to the Development Standards. No new significant effects previously analyzed in the FEIR will result from a minor modification to the Development Standards. Accordingly, no further environmental review is required pursuant to 14 Cal. Code Regs. § 15168(a)(3) in connection with the issuance of rules and regulations.

Applicant: William Messori, representing EVA Airways Corporation.

(Fiscal Impact: None)

Recommendation – 1) Waive second reading and adopt Ordinance No. XXX for Environmental Assessment No. EA-1204 and Specific Plan Amendment No. SPA 18-01; 2) Alternatively, discuss and take other action related to this item.

5. Consideration and possible action to adopt a Resolution approving the Plans and Specifications for the Downtown Landscape Lighting Project, Project No. PW 18-24.

(Fiscal Impact: To Be Determined)

Recommendation – 1) Adopt the attached Resolution approving the Plans and Specifications for the Downtown Landscape Lighting Project, Project No. PW 18-24; 2) Alternatively, discuss and take other action related to this item.
6. Consideration and possible action to (1) eliminate the $1.50 DVD Rental Fee at the El Segundo Public Library, (2) eliminate the $1.00 overdue fee for videos/DVDs, and (3) apply the $.25 per day overdue fee for audiovisual materials instead.
   (Fiscal Impact: Loss of $5000-$6000 revenue per year)
   Recommendation – 1) Direct Library to eliminate the $1.50 DVD Rental Fee; 2) Direct Library not to collect the $1.00 per day fee for overdue videos/DVDs adopted in the FY 2018-2019 Master Fee Schedule; 3) Direct Library to apply the $.25 per day fee for audiovisual materials for overdue videos/DVDs; 4) Reduce the FY 2018-19 Adopted General Fund Revenue Budget, account number 001-300-0000-3502, by $6,000; 5) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action to award a three-year Landscape Maintenance Agreement to the lowest responsible bidder, LandCare, for the City’s landscape maintenance services. The agreement includes an option for one additional three-year term.
   (Fiscal Impact: $252,792.80 annually plus adjustments based on the Consumer Price Index)
   Recommendation – 1) Authorize the City Manager to execute a three-year Landscape Maintenance Agreement with option extension in a form as approved by the City Attorney in the amount of $252,792.80 annually for three years; 2) Alternatively, discuss and take other action related to this item.

8. Consideration and possible action to authorize the City Manager to issue a blanket purchase order for FY 2018-2019 with Tyler Technologies to renew the annual licensing, maintenance and support for the Eden Financial Management System.
   (Fiscal Impact: $53,000.00)
   Recommendation – 1) Authorize the City Manager to issue a blanket purchase order to Tyler Technologies in an amount of $53,000.00 to renew the annual licensing, maintenance and support for the Eden Financial Management System; 2) Alternatively, discuss and take other action related to this item.

9. Consideration and possible action to accept a grant award from Chevron U.S.A., Inc. in the amount of $125,000.00 to support economic development within the City of El Segundo.
   (Fiscal Impact: $125,000.00 Revenue for the Economic Development Grant Account)
   Recommendation – 1) Authorize the City Manager to accept grant funds in the amount of $125,000.00 from Chevron U.S.A., Inc.; 2) Appropriate grant funding to the Economic Development Grant Account; 3) Alternatively, discuss and take other action related to this item.
10. Consideration and possible action regarding Holiday Pay changes affecting members of the El Segundo’s Firefighters’ Association (FFA), Police Management Association (PMA), Police Officers’ Association (POA), and Police Support Services Employees’ Association (PSSEA).
(Fiscal Impact: $0 for FY 2018-19, potential savings in subsequent years)
Recommendation – 1) Approve the Side Letter between the City of El Segundo and FFA (Exhibit A); 2) Approve the Side Letter between the City of El Segundo and PMA (Exhibit B); 3) Approve the Side Letter between the City of El Segundo and POA (Exhibit C); 4) Approve the Side Letter between the City of El Segundo and PSSEA (Exhibit D); 5) Alternatively, discuss and take other action related to this item.

11. Consideration and possible action to approve the Joint Powers Agreement for the Los Angeles Area Regional Training Group (RTG); Adopting Resolution No. XXX supporting the El Segundo Fire Department’s membership within the RTG authority and authorizing the City Manager to execute the JPA.
(Fiscal Impact: None)
Recommendation – 1) Approve the Los Angeles Area Regional Training Group (RTG) Joint Powers Agreement (JPA); 2) Adopt Resolution No. XXX approving membership within the Los Angeles Area Regional Training Group (RTG) Joint Powers Authority; 3) Authorize the City Manager to execute the JPA agreement and to take such reasonable actions as may be required to implement the intent of the program; 4) Alternatively, discuss and take other action related to this item.

12. Consideration and possible action regarding 1) Approval of a class specification and 2) Adoption of a resolution for the implementation of a job classification and salary schedule 3) Approval of Examination Plan for the Economic Development Coordinator position.
(Fiscal Impact: none)
Recommendation – 1) Approve the proposed Class Specification; 2) Adopt the Resolution establishing the Basic Monthly Salary Range for the job classification of Economic Development Coordinator; 3) Approve the Examination Plan; and/or 4) Alternatively, discuss and take other possible action related to this item.
13. Consideration and possible action regarding 1) Approval of a new Class Specification for the at-will position of Deputy City Manager; and 2) Adoption of a Resolution establishing the basic monthly salary range for Deputy City Manager; and 3) Introduction of an Ordinance amending El Segundo Municipal Code §1-6-3, §1-6-4, and §1-6-5 Regarding City Departments, Exclusions from Civil Service, and Department Heads.

Fiscal Impact: ($0)

Recommendation – 1) Approve the proposed Class Specification for Deputy City Manager (At-Will); 2) Adopt the Resolution establishing the Basic Monthly Salary Range for the job classification of Deputy City Manager (At-Will); 3) Introduce and schedule second reading of the Ordinance for Nov. 6, 2018 and/or 4) Alternatively, discuss and take other action related to this item.

F. NEW BUSINESS

G. REPORTS – CITY ATTORNEY

H. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Pimentel –

Council Member Nicol –

Council Member Brann –

Mayor Pro Temp Pirsztuk –

Mayor Boyles –
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MEMORIALS –

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REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: October 11, 2018

TIME: 01:30 PM

NAME: [Signature]
Presentation

City Wide Volunteer Appreciation
Presentation

Randy Collins, Emergency Management Coordinator

Regarding the Big Shake Out!
Presentation

Barbara Voss, Economic Development Manager

Regarding 2 Website launches.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: October 16, 2018
AGENDA HEADING: Presentation

AGENDA DESCRIPTION:

Consideration and possible action to receive a presentation from Bartel and Associates on the City’s unfunded pension liabilities and other post-employment benefits (OPEB).

1. Receive and file presentation
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Exhibit A – Report on the unfunded pension liabilities

FISCAL IMPACT: N/A

STRATEGIC PLAN:

Goal: 5b 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.

ORIGINATED BY: Joseph Lillio, Director of Finance and Acting Director of Human Resources

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND:

There will be a representative from Bartel and Associates providing a presentation about the City’s unfunded pension liabilities, what steps the City has taken so far to address these liabilities, and potential steps it can take in subsequent years to continue addressing the unfunded pension liability of approximately $130 million to the California Public Employees’ Retirement System (CalPERS). The presentation will also cover the other post-employment benefits.
CITY OF EL SEGUNDO
MISCELLANEOUS & SAFETY PLANS

CalPERS Actuarial Issues – 6/30/17 Valuation
Preliminary Results

Mary Beth Redding, Vice President
Bianca Lin, Assistant Vice President
Matthew Childs, Actuarial Analyst
Bartel Associates, LLC

October 16, 2018

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>How We Got Here</td>
<td>1</td>
</tr>
<tr>
<td>CalPERS Changes</td>
<td>6</td>
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<tr>
<td>Miscellaneous Plan:</td>
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<td>Safety Plan:</td>
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<td>Combined Miscellaneous and Safety</td>
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<td>Payments to CalPERS</td>
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<tr>
<td>Irrevocable Supplemental (§115) Pension trust</td>
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OPEB Benefits                                | 33   |
HOW WE GOT HERE

- Investment Losses
- CalPERS Contribution Policy
- Enhanced Benefits
- Demographics

HOW WE GOT HERE – INVESTMENT RETURN

Annual Return on Market Value of Assets

Above assumes contributions, payments, etc. received evenly throughout year.
HOW WE GOT HERE – OLD CONTRIBUTION POLICY

- Effective with 2003 valuations
- Designed to:
  - First smooth rates and
  - Second pay off UAL
- Mitigated contribution volatility

HOW WE GOT HERE – ENHANCED BENEFITS

- At CalPERS, Enhanced Benefits implemented using all (future & prior) service
- Typically not negotiated with cost sharing

<table>
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<tr>
<th>City of El Segundo</th>
<th>Tier 1</th>
<th>Tier 2</th>
<th>PEPRA</th>
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<tr>
<td>Miscellaneous</td>
<td>2%@55 FAE1</td>
<td>2%@60 FAE1</td>
<td>2%@62 FAE3</td>
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<tr>
<td></td>
<td>(Not Enhanced)</td>
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<td></td>
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<tr>
<td>Safety Police</td>
<td>3%@50 FAE1</td>
<td>3%@55 FAE1</td>
<td>2.7%@57 FAE3</td>
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<tr>
<td>Safety Fire</td>
<td>3%@55 FAE1</td>
<td>N/A</td>
<td>2.7%@57 FAE3</td>
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</tbody>
</table>

Note:
- FAE1 is highest one year (typically final) average earnings
- FAE3 is highest three years (typically final three) average earnings
HOW WE GOT HERE – DEMOGRAPHICS

- Around the State
  - Large retiree liability compared to actives
    - State average: 55% for Miscellaneous, 65% for Safety
  - Declining active population and increasing number of retirees
  - Higher percentage of retiree liability increases contribution volatility

- City of El Segundo percentage of liability belonging to inactives is higher than State average:
  - Miscellaneous 62%
  - Safety 71%

CALPERS CHANGES

- Contribution policy changes:
  - No asset smoothing
  - No rolling amortization
  - First impact 15/16 rates; full impact 19/20

- Assumption changes:
  - Future mortality improvement
  - First impact 16/17 rates; full impact 20/21

- CalPERS Board changed their discount rate:
  - 6/30/16 valuation 7.375% Initial Impact 18/19 Full Impact 22/23
  - 6/30/17 valuation 7.25% Initial Impact 19/20 Full Impact 23/24
  - 6/30/18 valuation 7.00% Initial Impact 20/21 Full Impact 24/25
## CALPERS CHANGES

- **Risk Mitigation Strategy**
  - Move to more conservative investments over time to reduce volatility
  - Only when investment return is better than expected
  - Lower discount rate in concert
  - Likely get to 6.0% (from 7.0%) over 20+ years

- **February 2018 CalPERS adopted new amortization policy**
  - Applies only to newly established amortization bases
    - Fixed dollar amortization rather than % pay
    - Amortize gains/losses over 20 rather than 30 years
    - 5-year ramp up (not down) for investment gains and losses
  - Minimizes total interest paid over time and pays off UAL faster
    - Minimizes future “negative amortization”
  - Effective June 30, 2019 valuation for 2021/22 contributions

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### SUMMARY OF DEMOGRAPHIC INFORMATION - MISCELLANEOUS

<table>
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<th>1997</th>
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<td>Average</td>
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<tr>
<td>Age</td>
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<td>City Service</td>
<td>8</td>
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<tr>
<td>PERSable Wages</td>
<td>$41,300</td>
<td>$58,000</td>
<td>$72,200</td>
<td>$74,100</td>
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<td>Total PERSable Wages</td>
<td>$7,200,000</td>
<td>$13,400,000</td>
<td>$13,800,000</td>
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<td><strong>Inactive Members</strong></td>
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<td>Counts</td>
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<td>Transferred</td>
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<td>Beneficiaries</td>
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<td>29</td>
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<tr>
<td>Total</td>
<td>155</td>
<td>227</td>
<td>328</td>
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<tr>
<td>Average Annual City Provided Benefit for Service Retirees</td>
<td>N/A</td>
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<td>$18,000</td>
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<td>Active / Retiree Ratio (City)</td>
<td>1.1</td>
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<td>Active / Retiree Ratio (All CalPERS)</td>
<td>N/A</td>
<td>1.7</td>
<td>1.3</td>
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</tbody>
</table>

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1 Average City-provided pensions are based on City service & City benefit formula, and are not representative of benefits for long-service employees.
Unfunded Accrued Liability Changes

- Unfunded Accrued Liability on 6/30/16  $32,600,000
- Expected Unfunded Accrued Liability on 6/30/17  33,600,000
- Other Changes
  - Asset Loss (Gain) (11.2% return for FY17) (2,800,000)
  - Assumption Change (Mainly discount rate change 7.375% to 7.25%) 2,100,000
  - Contribution & Experience Loss (Gain) (600,000)
  - Total (1,300,000)
- Unfunded Accrued Liability on 6/30/17  32,300,000
FUNDED RATIO - MISCELLANEOUS

Historical Funded Ratio

6/30/18 & 6/30/19 funded status estimated

CONTRIBUTION RATES - MISCELLANEOUS

Historical Employer Contribution Rates (Percent of Payroll)

October 16, 2018
## Contribution Rates - Miscellaneous

<table>
<thead>
<tr>
<th></th>
<th>6/30/16</th>
<th>6/30/17</th>
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<tbody>
<tr>
<td><strong>Total Normal Cost</strong></td>
<td>14.8%</td>
<td>15.5%</td>
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<tr>
<td><strong>Employee Normal Cost</strong></td>
<td>6.7%</td>
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<tr>
<td><strong>Employer Normal Cost</strong></td>
<td>8.1%</td>
<td>8.9%</td>
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<tr>
<td><strong>Amortization Payments</strong></td>
<td>15.1%</td>
<td>17.9%</td>
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<tr>
<td><strong>Total Employer Contribution Rate</strong></td>
<td>23.2%</td>
<td>26.8%</td>
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**2018/19 Employer Contribution Rate**

- Payroll < Expected: 0.7%
- Lump Sum Payment $578,992: (0.3%)
- Fresh Start: 2.1%
- 6/30/17 Discount Rate & Inflation (1st Year): 1.1%
- 6/30/17 (Gains)/Losses (1st Year): (0.0%)

**2019/20 Employer Contribution Rate**: 26.8%

## Contribution Projections - Miscellaneous

### Investment Return:

- June 30, 2018: 8.6%
- Future returns based on stochastic analysis using 1,000 trials

<table>
<thead>
<tr>
<th></th>
<th>25th Percentile</th>
<th>50th Percentile</th>
<th>75th Percentile</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Investment Mix</strong></td>
<td>0.1%</td>
<td>7.0%</td>
<td>14.8%</td>
</tr>
<tr>
<td><strong>Ultimate Investment Mix</strong></td>
<td>0.8%</td>
<td>6.0%</td>
<td>11.4%</td>
</tr>
</tbody>
</table>

- Assumes investment returns average 6.5% (as compared to 7.0%) over the next 10 years and higher beyond that
- Additional Discount Rate decreases due to Risk Mitigation policy

- No Other: Gains/Losses, Method/Assumption Changes, Benefit Improvements
- New hire assumptions: Employee headcount remains the same but more PEPRA employees over time

---

2 based July 2018 CalPERS press release
3 Nth percentile means N percentage of our trials result in returns lower than the indicated rates.
SUMMARY OF DEMOGRAPHIC INFORMATION - SAFETY

<table>
<thead>
<tr>
<th></th>
<th>1997</th>
<th>2008</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Actives</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Counts</td>
<td>115</td>
<td>126</td>
<td>97</td>
<td>97</td>
</tr>
<tr>
<td>Average</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Age</td>
<td>40</td>
<td>49</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>City Service</td>
<td>14</td>
<td>15</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>PERSable Wages</td>
<td>$68,900</td>
<td>$115,500</td>
<td>$140,200</td>
<td>$132,400</td>
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<tr>
<td>Total PERSable Wages</td>
<td>$7,900,000</td>
<td>$14,500,000</td>
<td>$13,600,000</td>
<td>$12,800,000</td>
</tr>
<tr>
<td><strong>Inactive Members</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Counts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transferred</td>
<td>27</td>
<td>49</td>
<td>39</td>
<td>41</td>
</tr>
<tr>
<td>Separated</td>
<td>16</td>
<td>15</td>
<td>18</td>
<td>18</td>
</tr>
<tr>
<td>Retired</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service</td>
<td></td>
<td></td>
<td>70</td>
<td>N/A</td>
</tr>
<tr>
<td>Disability</td>
<td></td>
<td></td>
<td>87</td>
<td>N/A</td>
</tr>
<tr>
<td>Beneficiaries</td>
<td></td>
<td></td>
<td>15</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>117</td>
<td>172</td>
<td>221</td>
<td>225</td>
</tr>
<tr>
<td>Active / Retiree Ratio (City)</td>
<td>1.0</td>
<td>0.7</td>
<td>0.4</td>
<td>0.4</td>
</tr>
<tr>
<td>Active / Retiree Ratio (All CalPERS)</td>
<td>N/A</td>
<td>1.7</td>
<td>1.3</td>
<td>1.3</td>
</tr>
</tbody>
</table>
### PLAN FUNDED STATUS - SAFETY

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2016</th>
<th>June 30, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active AAL</td>
<td>$81,600,000</td>
<td>$75,200,000</td>
</tr>
<tr>
<td>Retiree AAL</td>
<td>175,100,000</td>
<td>190,800,000</td>
</tr>
<tr>
<td>Inactive AAL</td>
<td>4,200,000</td>
<td>4,600,000</td>
</tr>
<tr>
<td>Total AAL</td>
<td>260,900,000</td>
<td>270,600,000</td>
</tr>
<tr>
<td>Assets</td>
<td>159,100,000</td>
<td>166,400,000</td>
</tr>
<tr>
<td>Unfunded Liability</td>
<td>101,800,000</td>
<td>104,200,000</td>
</tr>
<tr>
<td>Funded Ratio</td>
<td>61.0%</td>
<td>61.5%</td>
</tr>
</tbody>
</table>

### FUNDED RATIO - SAFETY

**Historical Funded Ratio**

6/30/18 & 6/30/19 funded status estimated
CONTRIBUTION RATES - SAFETY

**Historical Employer Contribution Rates (Percent of Payroll)**

- Total Normal Cost: 29.4% (2018/2019), 30.8% (2019/2020)
- Amortization Payments: 42.1% (2018/2019), 50.4% (2019/2020)
- Total Employer Contribution Rate: 62.5% (2018/19), 72.0% (2019/20)

**2018/19 Employer Contribution Rate Changes**
- Payroll < Expected: 3.6%
- Payment & Amortization changes in 2017/18: (0.6%)
- Asset Method Change (5th Year): 2.3%
- 6/30/14 Assumption Change (4th Year): 1.9%
- 6/30/14 (Gains)/Losses (4th Year): (2.1%)
- 6/30/15 (Gains)/Losses (3rd Year): 0.7%
- 6/30/16 Discount Rate Change (2nd Year): 0.6%
- 6/30/16 (Gains)/Losses (2nd Year): 1.0%
- 6/30/17 Discount Rate & Inflation (1st Year): 2.0%
- 6/30/17 (Gains)/Losses (1st Year): 0.1%
- 2019/20 Employer Contribution Rate: 72.0%
## COMBINED MISCELLANEOUS AND SAFETY

### Funded Status Summary on June 30, 2017
(Amounts in $Millions)

<table>
<thead>
<tr>
<th></th>
<th>Miscellaneous</th>
<th>Safety</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AAL</strong></td>
<td>$ 113</td>
<td>$ 271</td>
<td>$ 383</td>
</tr>
<tr>
<td><strong>Assets</strong></td>
<td>81</td>
<td>166</td>
<td>247</td>
</tr>
<tr>
<td><strong>Unfunded AAL</strong></td>
<td>32</td>
<td>104</td>
<td>136</td>
</tr>
<tr>
<td><strong>Funded Ratio</strong></td>
<td>71.4%</td>
<td>61.5%</td>
<td>64.4%</td>
</tr>
</tbody>
</table>

## ADDITIONAL CONTRIBUTIONS TO CALPERS

- Make payments directly to CalPERS:
  - Likely best long-term investment return
  - Must be considered an irrevocable decision
  - City has used both options

  - Option #1: Request shorter amortization period (Fresh Start):
  - Option #2: Target specific amortization bases:
### ADDITIONAL CONTRIBUTIONS TO CALPERS

#### Estimated Savings

<table>
<thead>
<tr>
<th></th>
<th>Miscellaneous</th>
<th>Safety</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2017/18 Additional Contributions to CalPERS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contribution Amount</td>
<td>$ 578,992</td>
<td>$1,322,149</td>
</tr>
<tr>
<td>Total $ Savings (Interest)</td>
<td>801,000</td>
<td>1,786,000</td>
</tr>
<tr>
<td>PV Savings @ 3%</td>
<td>342,000</td>
<td>760,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Miscellaneous</th>
<th>Safety</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2018/19 Additional Contributions to CalPERS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contribution Amount</td>
<td>$306,791</td>
<td>$1,193,209</td>
</tr>
<tr>
<td>Total $ Savings (Interest)</td>
<td>260,000</td>
<td>898,000</td>
</tr>
<tr>
<td>PV Savings @ 3%</td>
<td>114,000</td>
<td>384,000</td>
</tr>
</tbody>
</table>

### IRREVOCABLE SUPPLEMENTAL (§115) PENSION TRUST

- City has established a Supplemental Trust with PARS
- Can only be used to:
  - Reimburse City for CalPERS contributions
  - Make payments directly to CalPERS
- More flexibility than paying CalPERS directly
  - City decides if and when and how much money to put into Trust
  - City decides if and when and how much to withdraw to pay CalPERS or reimburse Agency
- Can be used to stabilize contribution rates
  - Mitigate expected contribution rates to better manage budget

October 16, 2018
IRREVOCABLE SUPPLEMENTAL (§115) PENSION TRUST

<table>
<thead>
<tr>
<th>Miscellaneous</th>
<th>Safety</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trust Contributions</strong></td>
<td></td>
</tr>
<tr>
<td>• April 2018:</td>
<td>$1 Million</td>
</tr>
<tr>
<td>• October 2018:</td>
<td>$1 Million</td>
</tr>
<tr>
<td>• April 2019:</td>
<td>$0.5 Million</td>
</tr>
<tr>
<td>• October 2019:</td>
<td>$1 Million</td>
</tr>
<tr>
<td>• October 2020:</td>
<td>$1 Million</td>
</tr>
<tr>
<td>• Allocation: 20% Miscellaneous, 40% Police and 40% Fire</td>
<td></td>
</tr>
<tr>
<td><strong>Trust Earnings</strong></td>
<td></td>
</tr>
<tr>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td><strong>Trust Target</strong></td>
<td></td>
</tr>
<tr>
<td>- Target Contribution Rate</td>
<td>33.5%</td>
</tr>
<tr>
<td>- 1st Year</td>
<td>2029/30</td>
</tr>
<tr>
<td>- Last Year</td>
<td>2035/36</td>
</tr>
<tr>
<td>$ Savings over 20 years</td>
<td>$781,000</td>
</tr>
<tr>
<td>PV Savings @ 3%</td>
<td>292,000</td>
</tr>
</tbody>
</table>
OPEB BENEFITS

- Health care benefits paid to retirees
  - Benefits capped at about $1,200 to $1,400 per month per retiree
  - City pre-funds the OPEB Obligation through CERBT (Trust managed by CalPERS)
  - Participants at 6/30/17:

<table>
<thead>
<tr>
<th></th>
<th>Misc</th>
<th>Police</th>
<th>Fire</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Actives Count</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc</td>
<td>159</td>
<td>47</td>
<td>39</td>
<td>245</td>
</tr>
<tr>
<td>Police</td>
<td>222</td>
<td>66</td>
<td>52</td>
<td>340</td>
</tr>
</tbody>
</table>

OPEB BENEFITS

- Actuarial liabilities for OPEB

<table>
<thead>
<tr>
<th></th>
<th>6/30/17</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Actuarial Accrued Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Actives (future retirees)</td>
<td>17,709</td>
</tr>
<tr>
<td>Retirees</td>
<td>44,006</td>
</tr>
<tr>
<td>Total</td>
<td>61,715</td>
</tr>
<tr>
<td><strong>Actuarial Value of Assets</strong></td>
<td>20,553</td>
</tr>
<tr>
<td><strong>Unfunded AAL</strong></td>
<td>41,162</td>
</tr>
<tr>
<td><strong>Funded Status</strong></td>
<td>33.3%</td>
</tr>
</tbody>
</table>
Funded Status
(Amounts in 000’s)

6/30/06 6/30/08 6/30/10 6/30/11 6/30/13 6/30/15 6/30/17

Retiree pay-go  Retiree AAL less pay-go  Active AAL  AVA  MVA

10-Year Projection of City Contributions
(Amounts in 000’s)

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Projected City Contribution</th>
<th>Contribution as a Percent of Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$ 4,306</td>
<td>17.0%</td>
</tr>
<tr>
<td>2020</td>
<td>4,436</td>
<td>17.1%</td>
</tr>
<tr>
<td>2021</td>
<td>4,570</td>
<td>17.1%</td>
</tr>
<tr>
<td>2022</td>
<td>4,708</td>
<td>17.1%</td>
</tr>
<tr>
<td>2023</td>
<td>4,850</td>
<td>17.1%</td>
</tr>
<tr>
<td>2024</td>
<td>4,996</td>
<td>17.1%</td>
</tr>
<tr>
<td>2025</td>
<td>5,147</td>
<td>17.1%</td>
</tr>
<tr>
<td>2026</td>
<td>5,302</td>
<td>17.1%</td>
</tr>
<tr>
<td>2027</td>
<td>5,462</td>
<td>17.1%</td>
</tr>
<tr>
<td>2028</td>
<td>5,246</td>
<td>15.9%</td>
</tr>
</tbody>
</table>

Contribution rate drops to 6.3% in FY 2042.
### CITY OF EL SEGUNDO
### WARRANTS TOTALS BY FUND

<table>
<thead>
<tr>
<th>2023018</th>
<th>2023006</th>
</tr>
</thead>
<tbody>
<tr>
<td>9030573</td>
<td>9030579</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>General Fund</td>
<td>645,140.37</td>
</tr>
<tr>
<td>104</td>
<td>Traffic Safety Fund</td>
<td>-</td>
</tr>
<tr>
<td>106</td>
<td>State Gas Tax Fund</td>
<td>51,16</td>
</tr>
<tr>
<td>108</td>
<td>Associated Recreational Activities Fund</td>
<td>-</td>
</tr>
<tr>
<td>109</td>
<td>Asbestos Forfeiture Fund</td>
<td>35,951.97</td>
</tr>
<tr>
<td>111</td>
<td>Comm. Devel. Block Grant</td>
<td>-</td>
</tr>
<tr>
<td>112</td>
<td>Prop A Transportation</td>
<td>1,481.00</td>
</tr>
<tr>
<td>114</td>
<td>Prop &quot;C&quot; Transportation</td>
<td>135.00</td>
</tr>
<tr>
<td>115</td>
<td>Air Quality Investment Program</td>
<td>-</td>
</tr>
<tr>
<td>116</td>
<td>Home Sound Installation Fund</td>
<td>-</td>
</tr>
<tr>
<td>117</td>
<td>Hyperion Mitigation Fund</td>
<td>-</td>
</tr>
<tr>
<td>118</td>
<td>TDA Article 3 - 98 W21 Bikeway Fund</td>
<td>823.00</td>
</tr>
<tr>
<td>119</td>
<td>MTA Grant</td>
<td>-</td>
</tr>
<tr>
<td>121</td>
<td>FEMA</td>
<td>-</td>
</tr>
<tr>
<td>120</td>
<td>C.O.P.S. Fund</td>
<td>-</td>
</tr>
<tr>
<td>122</td>
<td>L.A.W.A. Fund</td>
<td>-</td>
</tr>
<tr>
<td>123</td>
<td>PS4F Property Tax Public Safety</td>
<td>-</td>
</tr>
<tr>
<td>202</td>
<td>Assessment District #3</td>
<td>-</td>
</tr>
<tr>
<td>301</td>
<td>Capital Improvement Fund</td>
<td>133,043.32</td>
</tr>
<tr>
<td>302</td>
<td>Infrastructure Replacement Fund</td>
<td>-</td>
</tr>
<tr>
<td>402</td>
<td>Facilities Maintenance</td>
<td>-</td>
</tr>
<tr>
<td>501</td>
<td>Water Utility Fund</td>
<td>84,044.43</td>
</tr>
<tr>
<td>502</td>
<td>Wastewater Fund</td>
<td>56,656.24</td>
</tr>
<tr>
<td>503</td>
<td>Golf Course Fund</td>
<td>6,000.00</td>
</tr>
<tr>
<td>601</td>
<td>Equipment Replacement</td>
<td>60,743.41</td>
</tr>
<tr>
<td>603</td>
<td>Liability Insurance</td>
<td>93,325.23</td>
</tr>
<tr>
<td>603</td>
<td>Workers Comp. Reserve/Insurance</td>
<td>1,573.73</td>
</tr>
<tr>
<td>701</td>
<td>Retired Emp. Insurance</td>
<td>53.25</td>
</tr>
<tr>
<td>702</td>
<td>Expendable Trust Fund - Developer Fees</td>
<td>65,684.59</td>
</tr>
<tr>
<td>703</td>
<td>Expendable Trust Fund - Other</td>
<td>3,530.00</td>
</tr>
<tr>
<td>708</td>
<td>Outside Services Trust</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL WARRANTS</strong></td>
<td><strong>$ 1,191,019.28</strong></td>
<td></td>
</tr>
</tbody>
</table>

### STATE OF CALIFORNIA
### COUNTY OF LOS ANGELES

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

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

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

**CODES:**

- **R =** Computer generated checks for all non-emergency urgent payments for materials, supplies and services in support of City Operations
- **VOID CHECKS DUE TO ALIGNMENT:** N/A
- **VOID CHECKS DUE TO INCORRECT CHECK DATE:** N/A
- **VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:** N/A

**For Reconciliation:**

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

**FINANCE DIRECTOR**

**DATE:** 10-3-2018

**CITY MANAGER**

**DATE:** 10-9-18
CITY OF EL SEGUNDO  
PAYMENTS BY WIRE TRANSFER  
9/24/18 THROUGH 9/30/18

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/24/2018</td>
<td>IRS</td>
<td>Federal 941 Deposit</td>
<td>227,466.45</td>
</tr>
<tr>
<td>9/24/2018</td>
<td>Employment Development</td>
<td>State PIT Withholding</td>
<td>50,382.10</td>
</tr>
<tr>
<td>9/24/2018</td>
<td>Employment Development</td>
<td>State SDi payment</td>
<td>3,767.95</td>
</tr>
<tr>
<td>9/24/2018</td>
<td>State of CA EFT</td>
<td>EFT Child support payment</td>
<td>1,452.91</td>
</tr>
<tr>
<td>9/24/2018</td>
<td>Managed Health Network</td>
<td>MHN Payments</td>
<td>5,408.50</td>
</tr>
<tr>
<td>9/28/2018</td>
<td>Cal Pers</td>
<td>EFT Retirement Safety-Fire-PEPRA New 25020</td>
<td>4,400.49</td>
</tr>
<tr>
<td>9/28/2018</td>
<td>Cal Pers</td>
<td>EFT Retirement Safety-Police-PEPRA New 25021</td>
<td>7,227.27</td>
</tr>
<tr>
<td>9/28/2018</td>
<td>Cal Pers</td>
<td>EFT Retirement Misc - PEPRA New 26013</td>
<td>24,190.20</td>
</tr>
<tr>
<td>9/28/2018</td>
<td>Cal Pers</td>
<td>EFT Retirement Safety Fire- Classic 30168</td>
<td>49,632.77</td>
</tr>
<tr>
<td>9/28/2018</td>
<td>Cal Pers</td>
<td>EFT Retirement Stfy Police Classic-2nd Tier 30169</td>
<td>4,246.73</td>
</tr>
<tr>
<td>9/28/2018</td>
<td>Health Comp</td>
<td>Weekly claims</td>
<td>2,500.00</td>
</tr>
<tr>
<td>9/27/2018</td>
<td>Lane Donovan Golf Ppr</td>
<td>Payroll Transfer</td>
<td>22,739.99</td>
</tr>
<tr>
<td>9/17/18-9/23/18</td>
<td>Workers Comp Activity</td>
<td>SCRMA checks issued</td>
<td>21,290.13</td>
</tr>
<tr>
<td>9/17/18-9/23/18</td>
<td>Liability Trust - Claims</td>
<td>Claim checks issued</td>
<td>0.00</td>
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<tr>
<td>9/17/18-9/23/18</td>
<td>Retiree Health Insurance</td>
<td>Health Reimbursement checks issued</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td>545,084.93</td>
</tr>
</tbody>
</table>

DATE OF RATIFICATION: 10/4/18  
TOTAL PAYMENTS BY WIRE: 545,084.93

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II  
Date 10/4/18

Director of Finance  
Date 10/9/18

City Manager  
Date

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
10/1/18 THROUGH 10/7/18

<table>
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<tr>
<th>Date</th>
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<th>Amount</th>
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<td>Weekly claims</td>
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<td>10/5/2018</td>
<td>Manufacturers &amp; Traders</td>
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<td>457 payment Vantagepoint</td>
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<tr>
<td>10/5/2018</td>
<td>Manufacturers &amp; Traders</td>
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<tr>
<td></td>
<td></td>
<td>95,809.91</td>
<td></td>
</tr>
</tbody>
</table>

DATE OF RATIFICATION: 10/5/18
TOTAL PAYMENTS BY WIRE: 95,809.91

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II  Date  10/5/18

Director of Finance      Date  10-7-18

City Manager             Date  10-9-18

Information on actual expenditures is available in the City Treasurer’s Office of the City of El Segundo.
CALL TO ORDER

Chair Al Keahi called to order the Joint Meeting of the El Segundo City Council and Economic Development Advisory Council at 4:41PM on Wednesday September 19th, 2018 at CBRE 2221 Rosecrans Avenue., Suite 100 El Segundo, CA 90245.

ROLL CALL

The following El Segundo City Council members were present:

- Mayor Drew Boyles
- Mayor Pro Tem Carol Pirsztuk
- Chris Pimentel
- Scot Nicol

The following El Segundo City Council members were absent:

- Dr. Don Brann

The following El Segundo City Staff were present:

- Greg Carpenter, City Manager
- Barbara Voss, Economic Development Manager
- Tracy Weaver, City Clerk
- David King, Assistant City Attorney

The following Economic Development Advisory Council members were present:

- Al Keahi (Chair)
- Sandy Jacobs (Vice Chair)
- Alex Abad
- Spencer Bauer
- Lily Craig
- Rob Croxall
- Vandal Espahbodi
- Shar Franklin
- Bob Healey
- Richard Lundquist
- Lance Ralls
- Lance Giroux
- Corinne Murat

The following Economic Development Advisory Council members were absent:

- Rob Croxall
- Robert Gray
- Michael Mothner
• Gary Horwitz
• Tim Harris

Approval of Minutes

Sandy Jacobs motioned to approve the minutes of the August 15th, 2018 meeting. Richard Lundquist seconded, unanimous approval.

Public Communications

• A. Keahi thanked Bob Healey for hosting the EDAC meeting at CBRE.

Presentations

Ranjan Goswami, Delta Airlines Vice President, Los Angeles & Sales-West Coast Region

• R. Goswami presented an overview on the Delta Airlines Company.
• R. Goswami shared the Delta Sky Way project at LAX.
  ◦ Biggest Terminal Swap in Airline History
  ◦ 2019 Phase I Starts- Headhouse & Terminal 3 Concourse Reconstruction
  ◦ 2021 Phase II Starts- Remaining Terminal 3 Reconstruction
  ◦ 2023- New West Headhouse & Terminal 3 Satellite Open
  ◦ 14,000 jobs created
  ◦ $860M in labor income for California
• D. Boyles asked about Delta Airlines market share and growth.
• V. Espahbodi commented on Delta Airlines improvements with bridging the gap between technology and the passenger experience.

Unfinished Business

• EDAC Work Plan Reports
  ◦ B. Voss announced the Hospitality and Tourism website will launch September 24th.
  ◦ B. Voss stated the El Segundo Business website will launch the first week of October.
  ◦ New Business Attraction- Finalizing contracts with vendors to begin pole banner project.
  ◦ City Staff partnered with Bisnow on the Future of the South Bay Event scheduled for Thursday, September 27th at PCT.
• L. Giroux shared comments on his experience testing the El Segundo Business website.
• B. Voss outlined the content on the Hospitality and Tourism website
• G. Carpenter provided a brief update regarding the City Council’s decision in creating a city wide communications program, staff assistance for economic development at the September 4th budget study session meeting.
• G. Carpenter reported City Council approved the proposed FY18-19 Phelps Marketing Plan and Budget.
• G. Carpenters commented on the Smoky Hollow Specific Plan.
• A. Keahi questioned the parking dimensions on El Segundo Boulevard.
• B. Voss stated the amended EDAC By-laws were approved at the September 4th City Council meeting.
  ° Increase the maximum number of EDAC members from 18 to 19.
  ° Establish a term of service that shall be three years.
  ° Change the requirement from 10 to 8 member to constitute a quorum.
• G. Renfro provided a brief review on the El Segundo Art Walk Event:
  ° Website Visits (May-August): 24,633
  ° Total Facebook Event RSVPs: 5,862
  ° New Facebook Page Likes: +702 since May
  ° Parking Shuttle from Aloft: ~350 People
  ° Email Blasts: 384,000 (Sent 4 times)
  ° Total Press Hits: 39
• A. Keahi recapped the 2018 El Segundo Champions of Business Celebration held at the UCLA Health Training Center-Home of the LA Lakers.
  ° 300 attendees represented business leaders and the real estate community throughout the region.
  ° A. Keahi thanked the Champions of Business Celebration Sponsors
• A. Keahi stated the new EDAC member’s orientation to be scheduled in October.

Council Member/EDAC Comments

• A. Keahi provided a brief update on the Lakes Task Force.
• A. Keahi recommended CBRE to present an overview on capital markets at a future EDAC meeting.

ADJOURNMENT
The meeting adjourned at 6:23 PM.

Megan Covarrubias
Economic Development Intern
MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, OCTOBER 2, 2018 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER – Mayor Boyles at 6:00 PM (Opened at 6:00PM due to a lack of quorum at 5:00 PM).

ROLL CALL

Mayor Boyles Present
Mayor Pro Tem Pirsztuk Present
Council Member Brann Present
Council Member Pimentel Present
Council Member Nicol Present

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

SPECIAL ORDER OF BUSINESS:

Mayor Boyles 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. Sean Norwood v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ10243733

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -1- 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 REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters

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

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

Agency Designated Representative: Irma Moisa Rodriquez, City Manager, Greg Carpenter and Human Resources Director.

Adjourned at 10:22PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, OCTOBER 2, 2018 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Boyles at 7:00 PM

INVOCATION – Pastor George Lopez, The Bridge Church

PLEDGE OF ALLEGIANCE – Council Member Brann

PRESENTATIONS

a) Presentation by Chief Whalen of the El Segundo Police Department introducing New HR Analyst, Marilyn Dyson and New Police Assistant 1, Alejandra Rivera.

b) Proclamation read by Council Member Council Member Brann, proclaiming Fire Prevention Week October 7 through October 13, 2018 and presented it to Chief Donovan.

c) Presentation by Rod Spackman, Manager of Government affairs for Chevron, regarding the Chevron refinery catalyst dust release.

ROLL CALL

Mayor Boyles Present
Mayor Pro Tem Pirsztuk Present
Council Member Brann Present
Council Member Pimentel Present
Council Member Nicol Present

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

Scott Houston – West Basin Municipal Water District – Gave an updated on upcoming events at the Water District.
Daniel and twin brother Gabriel, Troops 762 of Scout House – Attending tonight to view a City hall Meeting to obtain their Communications Mayor badge.

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 Mayor Pro Tem Pirsztuk to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to amend the Development Standards of the Corporate Campus Specific Plan (CCSP) § V(F)(4)(c)(8) to allow balconies to project up to 10 feet into a required setback. The City Council Certified a Final EIR (FEIR) on January 2, 2002 for the development of the CCSP. The proposed project is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "State CEQA Guidelines"), since it involves a minor revision to the Development Standards. No new significant effects previously analyzed in the FEIR will result from a minor modification to the Development Standards. Accordingly, no further environmental review is required pursuant to 14 Cal. Code Regs. § 15168(a)(3) in connection with the issuance of rules and regulations. (Applicant: William Messori, representing EVA Airways Corporation). (Fiscal Impact: None)

Deputy City Clerk I Sandoval stated that proper notice had been given in a timely manner and that written communication had been received in the City Clerk’s office.

Sam Lee, Director of Planning and Building Safety, introduced the item.

William Messori, gave a presentation and answered Council’s questions.

Public Comment: No Public Comment

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

Council Discussion

David King, Assistant City Attorney, read by title only:

ORDINANCE NO. 1575

AN ORDINANCE APPROVING AN AMENDMENT TO THE CORPORATE CAMPUS SPECIFIC PLAN DEVELOPMENT STANDARDS TO ALLOW BALCONIES TO PROJECT INTO A REQUIRED SETBACK.

Council Member Brann introduced Ordinance No. 1575. The second reading and adoption of the Ordinance is scheduled for October 16, 2018.

C. UNFINISHED BUSINESS
2. Consideration and possible action to receive and file report on Accessory Dwelling Unit (ADU) plan checks and permits since adoption of the ADU ordinance in July, 2017 (12 month review). (Fiscal Impact: None)

Sam Lee, Director of Planning and Building Safety, gave a presentation.

Council Discussion

Council consensus to receive and file report regarding ADU plan checks and permits.

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.

3. Approve Warrant Numbers 3022788 through 3023017 and 9000572 through 9000572 on Register No. 24 in the total amount of $1,788,369.39 and Wire Transfers from 9/10/18 through 9/23/18 in the total amount of $2,940,308.66. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

4. Approve Special City Council Minutes of September 4, 2018 (Budget Session III), Regular City Council Minutes of September 4, 2018 and Regular City Council Minutes of September 18, 2018.

5. Authorize the City Manager to execute an amendment no 4698C to License Agreement No. 4698, in a form approved by the City Attorney, with The El Segundo Nursery School Group (“Co-Op”) to operate a non-profit pre-school at the Clubhouse Building for three years at $600.00 per year. (Fiscal Impact: estimated revenue of $1800.00)

6. Waive second reading and adopt Ordinance No. 1573 regarding Environmental Assessment No. EA-1011, General Plan Amendment No. GPA 13-01, Zone Change No. ZC 13-01, and Zone Text Amendment No. ZTA 13-01 for the Smoky Hollow Specific Plan update project. (Applicant: City of El Segundo) Address: Smoky Hollow (Fiscal Impact: None) – Record noted that Mayor Boyles and Council Member Nicol did not vote on this item due to possible conflict of interest. Passed by verbal 3/0.
7. Waive second reading and adopt Ordinance No. 1574 regarding City Council approval of Environmental Assessment No. EA-1198 and Zone Text Amendment No. ZTA 17-06 to establish a parking in-lieu fee program in the Smoky Hollow area. (Applicant: City of El Segundo) Address: Citywide
(Fiscal Impact: None)

Item continued to the Regular City Council Meeting of October 16, 2018.

8. Approve the Joint Powers Agreement for the Los Angeles Area Regional Training Group (RTG), adopt Resolution No. XXX supporting the El Segundo Fire Department’s membership within the RTG authority and authorize the City Manager to execute the JPA.
(Fiscal Impact: $0 –

9. PULLED BY COUNCIL MEMBER BRANN

MOTION by Mayor Pro Tem Pirsztuk, SECONDED by Council Member Brann approving Consent Agenda items 3,4,5,6,7(see item #E6 and #E8 for notes). MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

PULLED ITEMS:

9. Approve ongoing professional service agreements and blanket purchase orders for FY 2018/2019 in excess of $50,000 for various departments; and possible action to waive the formal bidding process and authorize the continued purchase of various goods and services as described below.
(Fiscal Impact: Included in the FY 18/19 Budget: General Fund $2,311,321; Asset Forfeiture Fund $13,000; Prop A Fund $30,000; Water Enterprise Fund $109,000; Wastewater (Sewer) Enterprise Fund $13,000; Golf Course Enterprise Fund $96,000)

Recommendation –

1. Authorize the City Manager to execute an amendment no. 4095H to Agreement No. 4095 with High Point Strategies, LLC for City’s advisors and advocate regarding issues relating to LAWA, LAX, FAA, MTA and other Los Angeles agencies, in a form approved by the City Attorney to (1) extend the term of the agreement to September 30, 2019; (2) authorize payment for services up to $75,000 (General Fund – City Manager); and (3) take such additional, related, action that may be desirable.

2. Authorize the City Manager to issue a blanket purchase order to Baker & Taylor Information Services for supplying books and other library materials for not to exceed amount of $ 85,145 in FY 2018/2019 (General Fund - Library).

3. Authorize the City Manager to extend ongoing service agreements with J. Lee Engineering provides plan check and inspection consulting services for the Building and Safety Division amendment no. 3790P in the amount not to exceed $120,000 in FY 2018/2019 (General Fund – Building Safety).
4. Authorize the City Manager to extend ongoing service agreement with JAS to provide plan check and inspection consulting services for the Building and Safety Division Amendment No. 4695F in the amount not to exceed $60,000 in FY 2018/2019 (General Fund – Building Safety).

5. Authorize the City Manager to extend ongoing service agreement with Hayer Consultants, Inc. to provide plan check, permitting staff, and inspection consulting services for the Building and Safety Division Amendment No. 4907G in the amount not to exceed $75,000 in FY 2018/2019 (General Fund – Building Safety).

6. Authorize the City Manager to extend ongoing service agreement with Michael Baker International Amendment No. 4716F to provide professional planning consulting and interim staffing services for the City’s Planning Division in the amount not to exceed $120,000 in FY 2018/2019 (General Fund – Building Safety).

7. Authorize the City Manager to extend ongoing service agreement with CSG Consultants to provide professional planning consulting services for the City’s Planning Division Amendment No. 5236B in the amount not to exceed $100,000 in FY 2018-2019 (General Fund – Building Safety).

8. Authorize the City Manager to extend ongoing service agreement with Westchester Medical Group/Center for Heart and Health to provide annual fitness for duty, and annual physical examinations for public safety and executive physical examinations, Amendment No. 3912J with 5 year extension not to exceed $60,000 per FY, not to exceed $60,000 in FY 2018/2019 (General Fund – Human Resources/Fire).

9. Authorize the City Manager to amend the contract, Amendment No. 5545A with HR Dynamics & Performance Management to add consulting services in the Human Resources Department. The total cost for FY 18-19 is not to exceed $100,000 (General Fund - Human Resources).

10. Authorize the City Manager to amend the contract, Amendment No. 3881D with All Cities Management Services, Inc. for ongoing services to provide crossing guard services for the El Segundo School District not to exceed $103,626 in FY 2018/2019 (General Fund – Finance Administration (non-departmental).

11. Authorize the City Manager to issue a blanket purchase order to The Pun Group LLP for auditing services of the City’s internal controls and annual financials not to exceed amount of $64,000, Agreement No. 5599 in FY 2018/2019 (General Fund – Accounting Services)

12. Authorize the issuance of a blanket purchase order to Hinderliter De Llamas & Associates (Agreement #3313) to provide professional services related to sales and use tax for an amount not to exceed $100,000 in FY 2018/2019 (General Fund – Finance Business Services).
13. Authorize the City Manager to amend the contract Amendment No. 4810F with Robert Half International to provide professional staffing services to various departments for an amount not to exceed $500,000 in FY 2018-2019 (General Fund – City-wide departments).

14. Authorize the issuance of a blanket purchase order to Lane Donovan Partners, LLC (Agreement #3399) to provide management services for The Lakes Golf Course for an amount not to exceed $96,000 in FY 2018/2019 (Golf Course Enterprise Fund – Recreation & Parks).

15. Authorize the City Manager to extend Agreement # 4096 Amendment No. 4096i with Landcare USA, LLC in a form approved by the City Attorney and issuance of a blanket purchase order to provide weekly landscape services for an amount not to exceed $238,540 in FY 2018/2019 (General Fund – Recreation & Parks).

16. Authorize staff to continue to purchase gasoline and diesel fuel for City vehicles and equipment through the use of spot market purchasing in an amount not to exceed $315,000 in FY 2018/2019 (General Fund = $250,000; Asset Forfeiture Fund = $13,000; Prop “A” Fund = $30,000; Water Enterprise Fund = $9,000; Wastewater (sewer) Enterprise Fund = $13,000).

17. Authorize the issuance of a blanket purchase order to Metron Farnier in an amount not to exceed $100,000 in total for the purchase of single jet AMR water meters for the City’s water system in FY 2018/2019 (Water Enterprise Fund).

18. Authorize the City Manager to extend the ongoing professional service Agreement #4269 with Aerotek Professional Services Amendment No. 4269O for providing temporary staffing service for the Public Works Department not to exceed $200,000 in FY 2018/2019 (General Fund – Public Works, Government Buildings).

19. Authorize the City Manager to amend contract #3957 with Galls LLC for purchasing uniforms and equipment for the Police Department, not to exceed $60,000 in FY 2018/2019 (General Fund – Police Department). Galls, LLC is the only physical location that provides in-house, appointment tailoring, embroidery and distribution of equipment in the State of California.

20. Alternatively, discuss and take other possible actions related to these items.

Council Discussion

MOTION by Council Member Nicol, SECONDED by Mayor Pro Tem Pirsztuk to approve items 2,8,9,11,12,13,14,15,16,17,18,19. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0
E9- 1.

1. Authorize the City Manager to execute an amendment to Agreement No. 4095 with High Point Strategies, LLC for City’s advisors and advocate regarding issues relating to LAWA, LAX, FAA, MTA and other Los Angeles agencies, in a form approved by the City Attorney to (1) extend the term of the agreement to September 30, 2019; (2) authorize payment for services up to $75,000 (General Fund – City Manager); and (3) take such additional, related, action that may be desirable.

Council Discussion

MOTION by Council Member Boyles, SECONDED by Council Member Pirsztuk to approve an Amendment to Agreement No. 4095 with High Point Strategies, LLC. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/1. YES: Boyles, Pirsztuk, Pimentel, and Nicol NO: Brann

E9- 3,4,5,6,7

3. Authorize the City Manager to extend ongoing service agreements with J. Lee Engineering provides plan check and inspection consulting services for the Building and Safety Division in the amount not to exceed $120,000 in FY 2018/2019 (General Fund – Building Safety).

4. Authorize the City Manager to extend ongoing service agreement with JAS to provide plan check and inspection consulting services for the Building and Safety Division in the amount not to exceed $60,000 in FY 2018/2019 (General Fund – Building Safety).

5. Authorize the City Manager to extend ongoing service agreement with Hayer Consultants, Inc. to provide plan check, permitting staff, and inspection consulting services for the Building and Safety Division in the amount not to exceed $75,000 in FY 2018/2019 (General Fund – Building Safety).

6. Authorize the City Manager to extend ongoing service agreement with Michael Baker International to provide professional planning consulting and interim staffing services for the City’s Planning Division in the amount not to exceed $120,000 in FY 2018/2019 (General Fund – Building Safety).

7. Authorize the City Manager to extend ongoing service agreement with CSG Consultants to provide professional planning consulting services for the City’s Planning Division in the amount not to exceed $100,000 in FY 2018-2019 (General Fund – Building Safety).

Council Discussion
MOTION by Council Member Nicol, SECONDED by Council Member Pirsztuk to approve items #E9- (3, 4, 5, 6, 7). MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/1 YES: Boyles, Pirsztuk, Pimentel, Nicol NO: Brann

E9- 10

10. Authorize the City Manager to amend the contract with All Cities Management Services, Inc. for ongoing services to provide crossing guard services for the El Segundo School District not to exceed $103,626 in FY 2018/2019 (General Fund – Finance Administration (non-departmental).

Council Discussion

MOTION by Mayor Boyles, SECONDED by Council Member Brann to approve item #E9- 10. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Council Member Pirsztuk suggested to staff to reach out to ESUSD to do a study on how many crossing guards are needed at each school and what it would cost.

F. NEW BUSINESS

G. REPORTS – CITY MANAGER – Mentioned that 10/18/18 at 10:18AM is the great California Shake out and encourages everyone to participate in the drill.

H. REPORTS – CITY ATTORNEY – None

I. REPORTS – CITY CLERK – None

J. REPORTS – CITY TREASURER – Not Present

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Pimentel – Commented on the Smoky Hollow approval; spoke on his recent visit to the air force base; mentioned that Sunday, October 7th, there is a benefit for Jake Walker at Chevron Park and encouraged everyone to join.

Council Member Nicol – Congratulated Greg onBizNow event; Ribbon cutting at the Aquatic Center; mentioned the large attendance at the Richmond Street Fair, thanked everyone in the community that participated; mentioned the Lakes subcommittee – two council members will be planning a trip to Orlando because they have a Drive Shack and Top Golf facility that can be visited on the same day,

Council Member Brann – Commented on the Ribbon cutting at the Aquatics Center

Mayor Pro Tem Pirsztuk – Commented on meeting with the Ontario Mayor to discuss the airports and to move forward and partner with LAWA. Mentioned the Resurfacing on Imperial Hwy. asked that there be appropriate signs on Imperial Hwy along Dockweiler
not to cross and directed staff to send letter to all businesses that operated along Imperial not to cross.

Mayor Boyles – Mentioned Clean Air day October 3, 2018, encouraged everyone to participate. Motioned meeting with Ontario Mayor and discussion on LAWA. Mentioned his meeting with Aerospace corporation and Falcon 9 going up on Sunday.

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

CLOSED SESSION – Returned at 9:12 PM

ADJOURNMENT at 9:09PM

Lili Sandoval, Deputy City Clerk I
AGENDA DESCRIPTION:
Consideration and possible action to amend the Development Standards of the Corporate Campus Specific Plan (CCSP) § V(F)(4)(c)(8) to allow balconies to project up to 10 feet into a required setback.

The City Council Certified a Final EIR (FEIR) on January 2, 2002 for the development of the CCSP. The proposed project is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "State CEQA Guidelines"), since it involves a minor revision to the Development Standards. No new significant effects previously analyzed in the FEIR will result from a minor modification to the Development Standards. Accordingly, no further environmental review is required pursuant to 14 Cal. Code Regs. § 15168(a)(3) in connection with the issuance of rules and regulations. (Fiscal Impact: None) (Applicant: William Messori, representing EVA Airways Corporation).

RECOMMENDED COUNCIL ACTION:
1. Waive second reading and adopt Ordinance No. _____ for Environmental Assessment No. EA-1204 and Specific Plan Amendment No. SPA 18-01; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. _____

FISCAL IMPACT: None.

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STRATEGIC PLAN:

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

PREPARED BY: Maria Baldenegro, Assistant Planner
REVIEWED BY: Gregg McClain, Planning Manager
Sam Lee, Planning and Building Safety Director
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

On October 2, 2018, the City Council introduced an Ordinance amending various sections of the El Segundo Municipal Code (ESMC) to amend the Development Standards of the Corporate Campus Specific Plan (CCSP) § V(F)(4)(c)(8) to allow balconies to project up to 10 feet into a required setback.

The Council may waive the second reading and adopt the Ordinance. If the Ordinance is adopted by the City Council at its October 16th meeting, the effective date of the Ordinance will be November 15, 2018, which is thirty (30) days from the adoption date.
ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE CORPORATE CAMPUS SPECIFIC PLAN DEVELOPMENT STANDARDS TO ALLOW BALCONIES TO PROJECT INTO A REQUIRED SETBACK.

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

SECTION 1: The City Council finds and declares that:

A. On January 2, 2002, the City Council approved a development known as Corporate Campus under EA-548. Approvals for that development included a Specific Plan, a General Plan Amendment, a Zone Change, a Subdivision, and a Development Agreement for the development of 2,175,000 square feet of office, light industrial, retail, restaurant, health club, hotel conference, medical/dental office, and day care uses, along with public recreational facilities and a City Fire Station on a 46.5 acre site;

B. On June 7, 2018, William Messori representing EVA Airways Corporation filed an application for Environmental Assessment No. EA-1204 and Specific Plan Amendment No. SPA 18-01 to amend the Corporate Campus Specific Plan (CCSP) to allow balconies to project up to ten feet into a required setback;

C. The City reviewed the project's environmental impacts under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., CEQA) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., CEQA Guidelines);

D. On August 23, 2018, the Planning Commission adopted Resolution No. 2849 recommending that the City Council adopt this Ordinance; and

E. On October 2, 2018, the City Council held a public hearing, considered the Planning Commission's recommendation, and information provided by City staff and public testimony regarding this Ordinance; and

F. The Ordinance and its findings are made based upon the entire administrative record including, without limitation, the public hearing held by the City Council on October 2, 2018.
SECTION 2: Factual Findings and Conclusions. The Planning Commission finds that the following facts exist and makes these conclusions:

A. On January 2, 2002, the City Council approved and certified a Final EIR for a development known as Corporate Campus Specific Plan under (EA-548).

B. The Corporate Campus Specific Plan is 46.5 acres in size and is located in the northeast portion of the City of El Segundo. The CCSP is bounded by Atwood Way and the Metro Green Line to the north, Douglas Street to the east, Mariposa Avenue to the south, and Nash Street and the Metro green Line to the west.

C. The CCSP originally allowed an overall FAR of 0.99:1 and up to 2,175,000 gross square feet of development. However, in 2013 the CCSP was amended under (EA-1021) which reduced the maximum allowed development from 2,175,000 gross square feet to 930,025 gross square feet and an the overall FAR was reduced from 0.99:1 to 0.60:1.

D. In 2013, the City approved an Addendum to the FEIR for the Revised CCSP development. The City determined that there would be no new, or substantially more severe, significant impacts than the impacts originally identified in the FEIR. The following amendments to the specific plan were approved under (EA-1021):

1. Parking on private streets;
2. At-grade patios with 6-foot high walls, fences, and hedges to encroach into front yard setbacks;
3. 80-foot frontage on lots that abut green-belt lots;
4. The development of green-belt lots with 30 feet of frontage;
5. Truck loading spaces to be shared with open parking spaces and to restrict the loading hours and prohibit parking during loading hours;
6. The update of Exhibit 3 and 4 which incorporates Vesting Tentative Map No. 72287 into the Specific Plan Subdivision map exhibit; and
7. An update of the Legal Description in Appendix A and the addition of Appendix C for the Legal Descriptions of the “Green-belt Lots.”

E. In 2015, the City prepared an Addendum to the FEIR for the CCSP, which analyzed a 5-acre site for the approval of the Lakers Facility. The Lakers Facility was allowed up to a maximum of 133,000 square feet of combined offices, athletic training facilities, and exhibition venues for a professional sports team. An Addendum was prepared under the authority of CEQA Guidelines § 15164 to a
previously certified FEIR, and according to CEQA Guidelines § 15162, a supplemental or subsequent EIR was not required.

F. The applicant's site is located at 2125 Campus Drive, within the Corporate Campus Specific Plan (CCSP) zone and is the last site left to be developed in the project area. The 2.6 acre site is comprised of three parcels. The site is currently vacant, is rectangular in shape, and is bounded by Campus Drive (private) to the south, Maple Avenue to the north, Campus Square West (private) to the east, and Nash Street to the west. The site is a total of 113,543 square feet and has 274 feet of frontage along Nash Street, 412 feet of street frontage along Campus Drive, and 274 feet of street frontage along Campus Square West.

G. In 2017, the applicant obtained approval to subdivide an existing 2.6 acre parcel to create three lots for the purpose of constructing two five-story office buildings containing 37 condominium units and to construct a five-level parking structure containing 37 parking condominium units. When the plans for the project were submitted to the City, staff discovered that balconies were proposed within the required side yard setback and advised the applicant to file an application for a Specific Plan Amendment.

H. The applicant proposes 157,899 gross square feet of office and after the project is completed, the combined total building area for the CCSP area will be 922,780 gross square feet.

I. The proposed amendment will allow the applicant to develop two office buildings containing balconies which project up to ten feet into the minimum required 15-foot side yard setback measuring from the concrete curb face adjoining a private street. Balconies are proposed adjacent to Campus Square Drive and Campus Square West.

SECTION 3: General Plan Findings. As required under Government Code Section 65860, the proposed amendment to the development standards of the CCSP by the Ordinance is consistent with the El Segundo General Plan as follows:

A. The property is in the Corporate Campus Specific Plan (CCSP) zone and the El Segundo General Plan land use designation is Corporate Campus. This land use designation permits a mix of office, research and development, light industrial/manufacturing, laboratories, restaurants, technology related telecommunications and web hosting facilities, hotels, restaurants, retail, service, recreational, public service uses (fire station), and recreational uses (soccer field and athletic sports facility for the Lakers). The purpose of the proposed amendment is to allow flexibility in the design of
projects while preserving and promoting a pedestrian-oriented environment.

B. The General Plan contains a number of relevant Goals, Objectives, and Policies in the Economic Development Element. The goal of Objective ED1-1 is building "support and cooperation among the City of El Segundo and its businesses and residential communities for the mutual benefits derived from the maintenance and expansion of El Segundo's economic base." The proposed development will expand office use area in the City. The development will provide significant fiscal benefit to the City by generating additional business license fees.

C. According to Policy ED1-1.2, long-run efforts for economic development should focus on "diversification of El Segundo's economic base in order to meet quality of life goals." The proposed new office development will meet quality of life goals by benefiting the residential and business community by expanding job creation and growth potential.

D. Policies ED1-2.1 and ED1-2.2, both seek to promote land uses, which improve the City's commercial tax base. The purpose of the Corporate Campus Specific Plan Land Use Designation is to provide for office development and supporting retail and other commercial services which provide a fiscal benefit to the City. The proposed office development will provide this opportunity in the northeast area of the City.

E. Any new development in the Corporate Campus Specific Plan area is required to meet all health and safety and environmental regulations and would be built to meet all current seismic safety standards, as overseen by the Building Safety Division. The proposed project is consistent with Policy LU4-1.2 and Policy LU4-1.4.

F. The proposed amendment will allow balconies within the required setbacks. Allowing balconies enhances the aesthetic design of a building and improves the quality of life for employees in the area who can enjoy fresh air while at work and the views outside adjacent to the street or the building. Any new development would comply with all the zoning regulations and development standards. The proposed amendment to the development standards of the Corporate Campus Specific Plan will allow new buildings to contain balconies closer to the street on the facades which face the street, making them more architecturally attractive and will provide a people-oriented amenity for the public to enjoy within a commercial district. The proposed project is consistent with Policy LU4-2.1.
G. The Corporate Campus Project Site is located within a quarter-mile of a Green Line’s Mariposa/Nash Station. (Policy LU4-4.4) which will help encourage transit ridership to the project site.

H. The proposed project would allow the development of a site that has been vacant for many years and was previously improved with a blighted former industrial use area into a new commercial opportunity for the surrounding area. This redevelopment would occur through the combined efforts of the City of El Segundo and private applicants and would conform to the Corporate Campus Specific Plan development standards (Objective LU5-3).

I. As a re-use of a previously developed industrial site, that will be remediated to the satisfaction of the appropriate regulatory agencies and will not pose any health hazard to employees, patrons or visitors to the site, the project is consistent with Policy HM3-1.1 requiring compliance with hazardous materials handling laws.

J. The project site is located within a ¼ mile of the Metro Green Line Light Rail with a Light Rail Station at Nash Street and Mariposa Avenue within walking distance. The proposed office buildings will draw visitors from the metropolitan region with the ability of encouraging alternative modes of transportation and thus meeting CCSP Goals 5a, 5b, and 5c.

SECTION 4: Corporate Campus Specific Plan Amendment Findings. Pursuant to ESMC Chapter 15-26, and based on the factual findings set forth in Section 2 and 3, the proposed specific plan amendment is consistent with the ESMC and necessary to carry out the general purpose of the CCSP as follows:

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

B. It is necessary to facilitate the development process and ensure the orderly development of commercial, industrial or office buildings on properties in the CCSP zone which are compatible with surrounding properties and consistent with the goals, policies, and objectives of the General Plan as set forth in Section 3 above.

SECTION 5: Environmental Assessment. The City Council Certified a Final EIR (FEIR) on January 2, 2002 for the development of the CCSP project. The proposed project is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “State CEQA Guidelines”), since it involves a minor revision.
to the Development Standards. No new significant effects previously analyzed in
the FEIR will result from a minor modification to the Development Standards.
Accordingly, no further environmental review is required pursuant to 14 Cal.
Code Regs. § 15168(a)(3) in connection with the issuance of rules and
regulations.

SECTION 6: The following amendment or addition is proposed to the
Development Standards of the CCSP Section V(F)(4)(c) as follows (strikethrough
is language to be deleted, and underlined is language to be added):

F. DEVELOPMENT STANDARDS

4. Setbacks

a. Buildings within the Specific Plan area must be setback a minimum
of fifteen feet from the adjoining public rights-of-way of Nash Street,
Atwood Way, Douglas Street, and Mariposa Avenue.

b. Building setbacks within the interior of the Specific Plan must be a
minimum of five feet from each lot line, except for buildings
adjacent to private streets/internal roadways, in which case
setbacks will be fifteen feet from curb face. Actual required
setbacks may vary depending on California Building Code, as
adopted by the ESMC, requirements that relate to type and height
of structure.

c. The following intrusions are permitted to project into a setback:

1. Architectural landscape features, such as fountains, arbors,
trellises, pergolas, colonnades, statuary, and other similar
features, as well as works of art which also do not contain floor
area; or a roof or side walls consisting of greater than 20%
component solid portions.

2. Cornices, belt courses, sills, eaves or similar architectural
features.

3. Planting boxes or masonry planters.

4. Guard railing for safety protection around ramps.

5. Mechanical equipment and housing.

6. Bay or greenhouse windows.

7. At-grade patios with 6-foot high walls, fences, and hedges within
the front yard setbacks.

8. Balconies may project up to 10 feet.
SECTION 6: CONSTRUCTION. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 7: ENFORCEABILITY. Repeal of any provision of the ESMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this Ordinance will be rendered void and cause such previous ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 9: SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 10: RELIANCE ON RECORD. Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 11: The City Clerk is directed to certify the passage and adoption of this ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this ordinance, cause it to be published or posted in accordance with California law.
SECTION 12: This Ordinance will become effective on the thirty-first day following its passage and adoption.

PASSED AND ADOPTED this 16th day of October, 2018.

Drew Boyles, Mayor

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ____ was duly introduced by said City Council at a regular meeting held on the 2nd day of October, 2018, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 16th day of October, 2018, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
AGENDA DESCRIPTION:
Consideration and possible action to adopt a Resolution approving the Plans and Specifications for the Downtown Landscape Lighting Project, Project No. PW 18-24. (Fiscal Impact: to be determined.)

RECOMMENDED COUNCIL ACTION:
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Resolution

FISCAL IMPACT: Included In the Adopted FY2017-18 Budget

Amount Budgeted: $200,000 for Downtown Upgrades and Beautification
Additional Appropriation: No.
Account Number(s): 301-400-8203-8909 (Downtown Upgrades and Beautification)

STRATEGIC PLAN:
Goal: 4 Develop Quality Infrastructure and Technology
Objective: (a) El Segundo’s physical infrastructure supports an appealing, safe, and effective City.

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

BACKGROUND AND DISCUSSION:
The Downtown Committee was formed at the direction of City Council in fall 2017 to help create a more vibrant, engaging, and beautiful downtown. The committee, comprised of local businesses and property owners, met regularly to identify key actions for improving the downtown area. One of the projects that is recommended by the committee is repairing and upgrading the existing electrical infrastructure in the downtown planter boxes to provide for new landscape lighting. The lighting design focuses on uplighting trees to create a pleasant ambiance for an evening stroll. The funding for the downtown projects were included in the adopted FY 2017-18 budget and will be carried over to the FY 2018-19 budget as part of the ongoing projects.
The Downtown Landscape Lighting Project is located on Main Street between El Segundo Boulevard and Mariposa Avenue, and on Grand Avenue between Concord Street and Eucalyptus Drive. Per the plans and specifications, the work will include the following improvements:

- Remove existing electrical receptacles in tree wells and planter boxes.
- Remove existing light fixtures and replace with upgrade LED light fixtures in tree wells and planter boxes.
- Install new light fixtures in larger trees.
- Upgrade miscellaneous electrical equipment to improve the lighting infrastructure.

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:

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<tr>
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<td>December 2018</td>
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<td>March 2019</td>
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RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE DOWNTOWN LANDSCAPE LIGHTING 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 18-24, the Downtown Landscape Lighting 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 16th day of October, 2018.

Drew Boyles, Mayor

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

By: ____________________________
    David H. King, Assistant City Attorney
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: October 16, 2018
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to (1) eliminate the $1.50 DVD Rental Fee at the El Segundo Public Library, (2) eliminate the $1.00 overdue fee for videos/DVDs, and (3) apply the $.25 per day overdue fee for audiovisual materials instead.

Fiscal Impact: Loss of $5000-$6000 revenue per year

RECOMMENDED COUNCIL ACTION:
1. Direct Library to eliminate the $1.50 DVD Rental Fee.
2. Direct Library not to collect the $1.00 per day fee for overdue videos/DVDs adopted in the FY 2018-2019 Master Fee Schedule.
3. Direct Library to apply the $.25 per day fee for audiovisual materials for overdue videos/DVDs.
4. Reduce the FY 2018-19 Adopted General Fund Revenue Budget, account number 001-300-0000-3502, by $6,000.
5. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: Loss of $5000-$6000 projected annual revenue

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STRATEGIC PLAN:
Goal: 1 Enhance Customer Service Engagement
Objective: (a) El Segundo provides unparalleled service to internal and external customers

ORIGINATED BY: Melissa McCollum, Library Director
REVIEWED BY: Joe Lillio, Director of Finance
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The El Segundo Public Library currently charges customers $1.50 to checkout a DVD for three days. Most public libraries, including nearby libraries, such as the Manhattan Beach Library, Redondo Beach Library, Torrance Library, and Westchester Library, do not charge for DVD checkouts.
Circulation of DVDs at the El Segundo Public Library has decreased thirty percent in the last three years. Library staff members believe that a parallel rise in online streaming services has impacted use of the DVD collection as movies may be rented online for a comparable price. Many public libraries also provide access to free movies online for cardholders.

In addition, self-checkout machines are scheduled to be installed at the El Segundo Public Library by the end of the year to accelerate the checkout process during busy times and provide another service option for library patrons. If the DVD Rental Fee is not eliminated, customers will not be able to use the new technology to checkout all of their materials. They would still need to checkout and pay for DVD rentals at the Customer Service Desk.

The Library Board of Trustees voted unanimously to support the proposed changes at their meeting on September 11, 2018. The Friends of the El Segundo Public Library also supported the proposed changes via consensus at their meeting on September 27, 2018.
AGENDA DESCRIPTION:
Consideration and possible action to award a three-year Landscape Maintenance Agreement to the lowest responsible bidder, LandCare, for the City’s landscape maintenance services. The agreement includes an option for one additional three-year term. (Fiscal Impact: $252,792.80 annually plus adjustments based on the Consumer Price Index)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute a three-year Landscape Maintenance Agreement with option extension in a form as approved by the City Attorney in the amount of $252,792.80 annually for three years.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Areas of Work and Responsibility

FISCAL IMPACT:
Amount Budgeted: $300,000.00
Additional Appropriation: No
Account Number(s): 001-400-5102-6206

PREPARED BY:  Christopher Hentzen, Park Maintenance Superintendent
REVIEWED BY:  Meredith Petit, Director of Recreation and Parks
APPROVED BY:  Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:
The current landscape maintenance agreement was initiated for FY2010/2011 and awarded to TruGreen Landscape (now known as LandCare). The original agreement was for an initial term of three years and has subsequently been renewed each year for one-year terms. The current contract amount is $237,619.20. Since the original agreement in FY2010/2011 new service areas have been added to the contract as the workforce was reduced and landscaped areas increased over time, i.e. Imperial Strip slope area, Downtown District, and new medians east of PCH.

For the purposes of conducting due diligence, the Recreation and Parks Department released Request for Proposals (RFP) #18-05 soliciting proposals for landscape maintenance services to ensure the services provided were still competitively priced. Additionally, the scope of work was reviewed and revised to be much more detailed to ensure that the contractor can be held accountable to providing the quality of service expected. To that end, several quality control measures have been added including weekly irrigation checks with reports, weekly field review with the contractor supervisor with reports and increased frequency of trash pickup.

Additional terms include yearly compensation increase based on Consumer Price Index and an optional three-year extension at the City’s discretion. RFP #18-05 for the city’s landscape maintenance services was available to the public on July 16, 2018. A mandatory Pre-Bid Meeting was held on July 30, 2018.
On September 10, 2018, the City Clerk received and opened three (3) bids as follows:

1. LandCare $252,792.80
2. Mariposa Landscapes Inc. $429,033.72
3. Bennett Landscape $473,688.00

Staff recommends awarding the contract to the lowest responsible bidder, LandCare. This contract amount has been included in the approved FY 2018/2019 budget.
LANDSCAPE CONTRACTOR - AREAS OF WORK AND RESPONSIBILITY

PARKS
- Acacia Park
- Candy Cane Park
- Constitution Park
- Freedom Park
- Hilltop Park
- Holly Valley Park
- Independence Park
- Kansas Park
- Library Park
- Recreation Park (Mowing and edging only) Excludes ball field infields.
- Sycamore Park
- Washington Park

MEDIANS
- El Segundo Blvd – East of Pacific Coast Highway to Aviation
- Continental – North of El Segundo Blvd. to Mariposa
- Douglas Underpass – Transit Center to Park
- Grand Ave. – East of Pacific Coast Highway. to Nash
- Hughes Way – East of Pacific Coast Highway
- Maple Ave. – East of Pacific Coast Highway to Nash
- Rosecrans Ave. – East of Pacific Coast Highway to Aviation
- Pacific Coast Highway – North of Rosecrans Ave to Imperial Highway

MISCELLANEOUS PROPERTIES
- Downtown District
  This area includes two city parking lots – Mariposa and Main, southwest corner, and
  Richmond and Franklin, northeast corner. All landscaped planters and tree wells are
  Included on Grand Ave from Eucalyptus to Concord St., Main Street from Mariposa
  Ave. to El Segundo Blvd., Richmond from Holly Ave. to El Segundo Blvd.
- Imperial Strip includes Memory Row, El Segundo Dog Park, Clutter's Park.
  Western limit 780 W. Imperial Ave to Eastern limit 1700 E. Imperial Ave. North limit
  Edge of pavement of Imperial Highway to the curb on Imperial Ave. on the South
  limit
- Fire Station #2, 2261 East Mariposa Ave.
- Facility Maintenance Yard, 150 Illinois
- Campus El Segundo Soccer Facility, 2201 East Mariposa Ave.
  Fields are synthetic turf. Not a part of this scope. Maintenance includes only
  landscaped areas.
- Richmond School Ball Field, 615 Richmond (Virginia and Mariposa)
- The Lakes Golf Course – Only the frontage along Pacific Coast Highway - 400
  Pacific Coast Highway, the golf course is excluded.
- Hilltop Reservoir on Lomita between Grand and Holly
AGENDA DESCRIPTION:
Consideration and possible action to authorize the City Manager to issue a blanket purchase order for FY 2018-2019 with Tyler Technologies to renew the annual licensing, maintenance and support for the Eden Financial Management System.
(Fiscal Impact: $53,000.00)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to issue a blanket purchase order to Tyler Technologies in an amount of $53,000.00 to renew the annual licensing, maintenance and support for the Eden Financial Management System.

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

ATTACHED SUPPORTING DOCUMENTS: Quote from Tyler Technologies

FISCAL IMPACT: $53,000.00
Amount Budgeted: $53,000
Additional Appropriation: N/A
Account Number(s): 001-400-2505-6217

STRATEGIC PLAN:

Goal: 1  Objective: A
Enhance Customer Service Engagement:
El Segundo provides unparalleled service to internal and external customers.

Goal: 4  Objective: B
Develop Quality Infrastructure and Technology
El Segundo’s technology supports effective, efficient, and proactive operations.

Goal: 5  Objective: B
Champion Economic Development and Fiscal Sustainability
El Segundo approaches its work in a financially strategic and responsible way.

ORIGINATED BY: Charles Mallory, Information Systems Director
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

The City utilizes Tyler Technologies Eden financial software to manage the City’s General Ledger, Accounts Receivable, Accounts Payable, Payroll, Utility Billing, Budget, Cashiering and Human Resources systems. This cost item is for annual licensing, maintenance, security upgrades, new releases, and customer support of these systems. The total cost will not exceed $53,000 for FY 2018-2019. Account number: 001-400-2505-6217 (General Fund)

Staff recommends that Council authorize the City Manager to issue a blanket purchase order to Tyler Technologies in an amount of $53,000.00 to renew the annual licensing, maintenance and support for the Eden Financial Management System.
Bill To: City of El Segundo  
350 Main Street  
El Segundo, CA 90245-0000

Ship To: City of El Segundo  
350 Main Street  
El Segundo, CA 90245-0000

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RECEIVED  
Aug 27 2018  
BY: ISO
Empowering people who serve the public*

Questions:
Tyler Technologies - ERP & Schools  
Phone:  1-800-772-2260 Press 2, then 1  
Email:  ar@tylertech.com

Bill To:  City of El Segundo  
         350 Main Street  
         El Segundo, CA 90245-0000

Ship To:  City of El Segundo  
          350 Main Street  
          El Segundo, CA 90245-0000

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**ATTENTION**
Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

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AGENDA DESCRIPTION:
Consideration and possible action to accept a grant award from Chevron U.S.A., Inc. in the amount of $125,000.00 to support economic development within the City of El Segundo. (Fiscal Impact: $125,000.00 Revenue for the Economic Development Grant Account)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to accept grant funds in the amount of $125,000.00 from Chevron U.S.A., Inc.;
2. Appropriate grant funding to the Economic Development Grant Account; and/or,
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: $125,000.00 Revenue for the Economic Development Grant Account

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PREPARED BY: Barbara Voss, Economic Development Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:
Staff applied for a grant from the Chevron Social Investment Partnership Program which makes available financial resources in the form of competitive grants for investment within the communities where Chevron maintains operations. The application was submitted to support the City of El Segundo Economic Development Program. The purpose of the program is to retain, expand and attract new businesses and create jobs in El Segundo with an emphasis on attracting new industries to the city.

The Chevron Social Investment Partnership Program has approved the grant application and will award the City of El Segundo a grant in the amount of $125,000.00. This is the sixth time El Segundo has been awarded grant funding from Chevron. Council accepted a grant for $200,000.00 in 2013, $175,000.00 in 2014, $200,000.00 in 2015, $185,000.00 in 2016, and $125,000 in 2017.

A one-time $125,000.00 payment will be made to the City of El Segundo tendered by check for deposit no later than December 30, 2018. Staff recommends that these funds be utilized for marketing and branding efforts in FY18-19.

Staff request Council to formally authorize the City Manager to accept grant funds in the amount of $125,000.00 from Chevron U.S.A., Inc., and appropriate the $125,000.00 contribution to the Economic Development Grant Account.
AGENDA DESCRIPTION:
Consideration and possible action regarding Holiday Pay changes affecting members of the El Segundo's Firefighters' Association (FFA), Police Management Association (PMA), Police Officers' Association (POA), and Police Support Services Employees' Association (PSSEA). (Fiscal Impact: $0 for FY 2018-19, potential savings in subsequent years)

RECOMMENDED COUNCIL ACTION:
1. Approve the Side Letter between the City of El Segundo and FFA (Exhibit A).
2. Approve the Side Letter between the City of El Segundo and PMA (Exhibit B).
3. Approve the Side Letter between the City of El Segundo and POA (Exhibit C).
4. Approve the Side Letter between the City of El Segundo and PSSEA (Exhibit D).
5. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
A. Side Letter between City of El Segundo and El Segundo's Firefighters' Association.
B. Side Letter between City of El Segundo and El Segundo's Police Management Association.
D. Side Letter between City of El Segundo and El Segundo's Police Support Services Employees' Association

FISCAL IMPACT: $0

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Strategic Plan:

Goal: 5b 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.

PREPARED BY: Joseph Lillio, Director of Finance & Acting Director of Human Resources
REVIEWED BY: City Attorney
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:
In May 2017 the California Public Employees' Retirement System (CalPERS) conducted a compliance audit of special compensation pays of the City of El Segundo (the “City”) employees. After conducting an audit sample of various special compensations, CalPERS focused on Holiday Pay based on the testing results.
The objective of CalPERS’ review was to determine whether special compensation reported to CalPERS complied with the Public Employees’ Retirement Law (PERL). Special compensation is a component of compensation earnable and needs to be accurately reported in order to correctly calculate an employee’s retirement benefits. Incorrect reporting could cause the following: miscalculation of employer contributions, delays in processing member retirement benefits, inaccurate retirement estimates, incorrect payment of benefits, and hardship to retired members due to a reduction in benefits. CalPERS testing included procedures to determine whether reported special compensation, specifically Holiday Pay, was in compliance with the PERL. The review was limited to the examination of a sample of active and/or retired employee records for the period July 1, 2013 to June 30, 2016.

It was determined by CalPERS that the City was reporting Holiday Pay as a lump sum annual payment versus as it is earned as required under Government Code Section 20636.

CalPERS recommendation is the City should ensure reported items of special compensation are in compliance with the PERL. The City has been working with the CalPERS Employer Account Management Division to identify and make changes and adjustments to any impacted active and retired member accounts pursuant to Government Code Sections: §20160, §20120, § 20121, § 20122, § 20160, and § 20636, as well as California Code of Regulations: § 571.

Agreement was reached in the form of the attached Side letters (Exhibits a through D) which reflects the following:

1) The City will move forward with the reporting of Holiday pay as it is earned under Government Code Section 20636.

There is no fiscal impact with the above action.

Staff recommends approval of the attached Side Letters to proceed with compliance of Government Code Sections §20160, §20120, § 20121, § 20122, § 20160, and § 20636, as well as California Code of Regulations: § 571, pursuant to the MOU between the City and various employee associations listed in the attached exhibits.
EXHIBIT A


This side letter memorializes an agreement reached between the City of El Segundo ("City") and the El Segundo Firefighters' Association, I.A.F.F. Local 3682 ("ESFA"), to reflect agreed upon amendments to the October 1, 2014 – September 30, 2017 Comprehensive Memorandum of Understanding ("MOU") entered into between the City and ESFA. All other terms and conditions of the existing MOU shall remain in full force and effect. Unless replaced by a successor MOU or imposed terms and conditions, the terms of the MOU prior to the side letter shall be effective and shall remain in effect until replaced by a successor MOU or imposed terms and conditions. The changes are as follows:

Article 24, Section 24.02 shall be replaced with the following:

ARTICLE 24 HOLIDAYS

Section 24.01 ACCUMULATION
1. Employees who work shifts and are regularly required to work holidays shall accumulate holiday pay at the rate of one hundred forty-four hours per year in lieu of holidays. Employees who terminate employment shall be paid holiday pay on a pro rata basis.

Section 24.02 ANNUAL PAYMENT
1. The City shall have the option to issue eligible employees one check annually inclusive for sick leave pay, and holiday pay in November, but not later than on or about December 10. Benefits shall be paid at the employee’s regular rate of pay existing at the time the check is processed.

CalPERS Reporting for Holiday Pay earned shall be made to CalPERS in the pay period in which it is earned.

Utilizing the eligibility criteria noted above, when an employee is eligible to receive Holiday Pay (known as holiday credit) the payment of Holiday pay shall be at the Regular Rate of Pay, Article 2.02 which includes the employee’s base rate of pay plus all special compensations as listed to be included in the regular rate of pay calculation.

Article 2, Section 2.04 shall be replaced with the following:

Section 2.04 Regular Rate of Pay
1. This MOU periodically refers to the “regular rate of pay.” The “regular rate of pay” is defined in 29 USC 207(e) within the Fair Labor Standards Act (“FLSA”). The term “regular rate of pay” as used in this MOU is intended to be consistent with the definition assigned to in the FLSA as described in 29 USC 207(e). Therefore, the regular rate of pay is the remuneration paid to or on behalf of the employee except those items excluded from the regular rate of pay as set forth in 29 USC 207(e)(1-8). The parties acknowledge that the
City does not pay the employee’s 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

The regular rate of pay is derived by taking all remuneration paid to or on behalf of the employee except for the excluded items as set forth in 29 USC 207(e)(1-8) then dividing this number by the number of hours regularly scheduled in a standard two week pay period.

El Segundo Firefighters Association

By: [Signature]
Geoff Gerny, President

Date: 9.13.18

City of El Segundo

By: [Signature]
Greg Carpenter, City Manager

Date: 9.13.18
EXHIBIT B

SIDE LETTER AGREEMENT TO THE
OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2014
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF EL SEGUNDO AND THE POLICE MANAGERS’ ASSOCIATION
EFFECTIVE: UPON CITY MANAGER APPROVAL

This side letter memorializes an agreement reached between the City of El Segundo (“City”) and the Police Managers’ Association (PMA), to reflect agreed upon amendments to the October 1, 2011 – September 30, 2014 Comprehensive Memorandum of Understanding (“MOU”) entered into between the City and PMA. All other terms and conditions of the existing MOU shall remain in full force and effect. Unless replaced by a successor MOU or imposed terms and conditions, the terms of the MOU prior to the side letter shall be effective and shall remain in effect until replaced by a successor MOU or imposed terms and conditions. The changes are as follows:

Article 13, Section HOLIDAY LEAVE shall be replaced with the following:

Section 13.01 Holiday Leave

1. Police Captains shall be entitled to the following holidays:

   January 1st
   The third Monday in January
   The third Monday in February
   The last Monday in May
   July 4th
   The first Monday in September
   November 11th
   Thanksgiving Day and Friday thereafter
   December 24th
   December 25th
   December 31st

Provided, however, (a) that in the event any of the hereinbefore mentioned holidays falls on the last day a Captain is off on his or her regular days off period, the following day shall be observed as a holiday for the purpose of this section; provided, further, however, (b) that in the event any of the hereinbefore mentioned holidays falls on the first day of a Captain’s regular days off period, the previous day shall be considered as a holiday for the purpose of this section.

Section 13.02 Personal Leave/Floating Holiday – Captains
In addition to the holidays enumerated in Section 12.01, each Police Captain who has completed six (6) months of service shall be entitled to select one (1) day per calendar year as a Personal Leave/Floating
Holiday with the approval of the Police Chief. The City may, at its discretion, grant additional hours of Floating Holiday leave which may be utilized in the calendar year in which it is granted.

Payment for Holiday Leave shall be made in the pay period in which it is earned. Payment for Personal Leave/Floating Holiday pay will occur in the pay period in which it is taken.

Utilizing the eligibility criteria noted above, when an employee is eligible to receive Holiday Pay (known as holiday credit) the payment of Holiday pay shall be at the Regular Rate of Pay, Article 2.02 at the employee’s base rate of pay plus any other special compensations listed as included in the regular rate of pay calculation.

Article 13, Section 13.03 shall be replaced with the following:

Section 13.03 Holiday Pay – Lieutenants

A. Police Lieutenants shall be paid for one hundred-four (104) hours in lieu of holidays once a year on or about December 10.
B. In the event of the death of an affected employee serving as a Lieutenant or upon separation from service, affected employees serving as Lieutenants less than one (1) year shall be paid holiday pay on a pro-rata basis.
C. Upon the request of an affected employee serving as Lieutenant and with department head approval, time off may be taken in lieu of holiday pay.

The annual payment in lieu of Holidays as noted above will be on or about December 10th.

Utilizing the eligibility criteria noted above, when an employee is eligible to receive Holiday Pay (known as holiday credit) the payment of Holiday pay shall be at the Regular Rate of Pay, Article 2.02 at the employee’s base rate of pay plus any other special compensations listed as included in the regular rate of pay calculation.

Article 2, Section 2.02 Regular Rate of Pay shall be replaced with the following:

Section 2.02 Regular Rate of Pay

A. The “regular rate of pay” is the hourly rate which includes all remunerations paid to or on behalf of the employee (including Educational/Certificate Incentive Pay, Temporary service in higher classification (“Acting Pay”) which is PERSable for classic members and non-PERSable for PEPRA members, and the City paid nine-percent (9%) CalPERS Employer Paid member Contribution) except gifts, travel expenses, other reimbursable expenses, payment not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. Use of the term “regular rate of pay” is not intended by any party to create overtime eligibility unless specifically provided for in this MOU.
B. Affected employees shall be paid their regular rate of pay for the following:
   1. Overtime.
5. Earned Compensatory Time Sell Back.
6. Physical Fitness Incentive Program Pay.
7. Marksmanship Pay.
EXHIBIT C

SIDE LETTER AGREEMENT TO THE
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2018
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF EL SEGUNDO AND THE EL SEGUNDO POLICE OFFICERS’ ASSOCIATION

This side letter memorializes an agreement reached between the City of El Segundo ("City") and the El Segundo Police Officers’ Association (ESPOA), to reflect agreed upon amendments to the October 1, 2014 – September 30, 2018 Comprehensive Memorandum of Understanding ("MOU") entered into between the City and. All other terms and conditions of the existing MOU shall remain unaffected and in full force and effect. The changes are as follows:

Article 11, Holiday Pay shall be replaced with the following:

ARTICLE 11 HOLIDAY PAY

Personnel who regularly work holidays shall be credited with twelve (12) hours of paid holiday leave in their holiday bank for each of the following ten (10) holidays:

January 1, New Year’s Day.
Third Monday in February, Presidents’ Day
The last Monday in May, Memorial Day
July 4, Independence Day
The first Monday in September, Labor Day
November 11, Veteran’s Day
Thanksgiving Day
The Friday following Thanksgiving Day
December 24, Christmas Eve
December 25, Christmas Day

The City shall report to CalPERS Holiday Pay in the pay period in which it is earned.

Holiday pay shall be paid at the employee’s Regular Rate of Pay, as that term is used in the FLSA, in the pay period in which December 10 falls.

El Segundo Police Officers’ Association
By: ____________________________
Joe Cameron, President
Date: 10-4-18

City of El Segundo
By: ____________________________
Greg Carpenter, City Manager
Date: 10-4-18
EXHIBIT D

SIDE LETTER AGREEMENT TO THE
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2018
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF EL SEGUNDO AND THE POLICE SUPPORT SERVICES EMPLOYEES’ ASSOCIATION
EFFECTIVE: UPON CITY COUNCIL APPROVAL

This side letter memorializes an agreement reached between the City of El Segundo ("City") and the Police Support Services Association (PSSEA), to reflect agreed upon amendments to the October 1, 2014 – September 30, 2018 Comprehensive Memorandum of Understanding ("MOU") entered into between the City and. All other terms and conditions of the existing MOU shall remain in full force and effect. Unless replaced by a successor MOU or imposed terms and conditions, the terms of the MOU prior to the side letter shall be effective and shall remain in effect until replaced by a successor MOU or imposed terms and conditions. The changes are as follows:

Article 11, Holiday Pay shall be replaced with the following:

Article 2.14  Holidays

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

   January 1st
   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 4th
   The first Monday in September (Labor Day)
   November 11th (Veteran's Day)
   Thanksgiving Day
   December 24th
   December 25th
   December 31st

Payment for Holiday Leave for employees eligible under the above holiday schedule shall be made in the pay period in which it is earned. Payment for Personal Leave/Floating Holiday pay will occur in the pay period in which it is taken.

Utilizing the eligibility criteria noted above, when an employee is eligible to receive Holiday Pay (known as holiday credit) the payment of Holiday pay shall be at the Regular Rate of Pay. Article 2.02 at the employee’s base rate of pay plus any other special compensations listed as included in the regular rate of pay calculation.

2. Holiday Pay – Police Assistant I/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 10th of December.
The annual payment in lieu of Holidays as noted above on or about December 10th. Utilizing the eligibility criteria noted above, when an employee is eligible to receive Holiday Pay (known as holiday credit) the payment of Holiday pay shall be at the Regular Rate of Pay. Article 2.02 at the employee’s base rate of pay plus any other special compensations listed as included in the regular rate of pay calculation.

Article 2.02, 1(A) shall be replaced with the following

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 FLSA. Therefore, as used in this MOU, the regular rate of pay is the total compensation paid to or on behalf of the 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.

Regular rate of pay is comprised of base salary plus the following additional forms of pay:

ARTICLE 2.23 Educational Incentive Pay

ARTICLE 2.24 Longevity Pay

ARTICLE 2.25 Training Pay

ARTICLE 3.05 Temporary Service In Higher Classification

Note: Persable for Classic Members; Non-Persable for PEPRA members

ADDITIONAL DUTIES PAY

Discretionary management request for recognition incentive.

Note: Not Persable

Police Support Services Association

By: ____________________________
   Joe Camagong, Steward

Date: 05/09/18

By: ____________________________
   Ladrie Eisma, Steward

Date: 5/09/18

City of El Segundo

By: ____________________________
   Greg Carpenter, City Manager

Date: 5-15-18
PLACE HOLDER FOR ITEM NO. 12

Consideration and possible action regarding 1) Approval of a class specification and 2) Adoption of a resolution for the implementation of a job classification and salary schedule 3) Approval of Examination Plan for the Economic Development Coordinator position.
(Fiscal Impact: none)

Recommendation – 1) Approve the proposed Class Specification; 2) Adopt the Resolution establishing the Basic Monthly Salary Range for the job classification of Economic Development Coordinator; 3) Approve the Examination Plan; and/or 4) Alternatively, discuss and take other possible action related to this item.
AGENDA DESCRIPTION:
Consideration and possible action to approve the Joint Powers Agreement for the Los Angeles Area Regional Training Group (RTG); Adopting Resolution No. _____ supporting the El Segundo Fire Department’s membership within the RTG authority, and authorizing the City Manager to execute the JPA. (Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:
1. Approve the Los Angeles Area Regional Training Group (RTG) Joint Powers Agreement (JPA)
2. Adopt Resolution No. _____ approving membership within the Los Angeles Area Regional Training Group (RTG) Joint Powers Authority
3. Authorize the City Manager to execute the JPA agreement and to take such reasonable actions as may be required to implement the intent of the program
4. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Exhibit A - Joint Powers Agreement For Los Angeles Area Regional Training Group (RTG)
2. Exhibit B – Resolution No. _____, authorizing the El Segundo Fire Department to join the Regional Training Group (RTG) Joint Powers Authority
3. Exhibit C - Questions & Answers Document

FISCAL IMPACT: None

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

ORIGINATED BY: Carol Lynn Uner, Senior Management Analyst

REVIEWED BY: Chris Donovan, Fire Chief

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
There are 30 fire departments within Los Angeles County and each Fire Chief has membership within the Los Angeles Area Fire Chiefs Association (LAAFCA). LAAFCA recognized the need for regional training more than a decade ago and established the Regional Training Group (RTG), which is largely supported through Homeland Security Grant funds. By establishing the RTG Joint Powers Agreement (JPA), the Los Angeles Region is on the cusp of developing the next major cooperative nationally recognized Fire Service program which will continue regional training far beyond the availability of Federal grant dollars.
Fire agencies within the Los Angeles County Operational Area have worked together for years to prepare for natural, technological and human-caused disasters. California led the way in the 1940's with the development of the statewide mutual aid system. Then Southern California fire agencies, through FIRESCOPE, developed the Incident Command System (ICS) to strengthen the command and coordination of fire resources responding to and managing large scale emergencies. Both of these regional fire service systems are now in use nationwide.

Several years ago, in keeping with the progressive approach within the Southern California fire service, LAAFCA established a vision to create and operate a nationally recognized regional training and education program. Through this initiative to develop regional training for the ever-changing fire service environment, the RTG has proven to be quite successful at creating, conducting and evaluating regional training through multi-agency integration. The outcomes have been remarkable and are indeed a force multiplier in comparison to what a local, independent fire department can accomplish within its own training apparatus. Currently 9,000 professional firefighters within LAAFCA’s sphere of influence serve a population of well over 10 million people and the RTG efforts have ramped up resource leverage, have increased the capacity of first responders and specialty teams to handle the most critical work required in the event of terrorism or other disaster and have become a State, if not Nationally recognized initiative – simply put the LAAFCA RTG vision of regional training has become a reality and is a very important component of all 30 fire departments within the region.

Through RTG’s regionalized training, emergencies are handled more seamlessly, thus, increasing the fluidity of the operation. When a disaster strikes the LA region, no one department will be able to handle all calls for assistance in a widespread emergency response. Through this cooperation, the 30 fire agencies in the LA region have built relationships by promoting trust with the goal of achieving interoperability between all partner agencies. Beyond the operational benefits, firefighter service delivery improvements to all communities within Los Angeles County, as well as improvements in preparation and response to terrorism or other large-scale disasters have improved. Example of training that will be provided by the RTG include: Green Cell Training (simulations of managing large-scale emergencies); Video training and field support for homeland security preparedness (Active Shooter Training, Urban Search & Rescue, Hazardous Materials Response and Incident Command Training to name a few); and access to regional training centers.

The Joint Powers Agreement under consideration will ensure regional training continues even as Federal Homeland Security funds diminish. In fact, the past three-years has seen an annual *$20 million dollar reduction in Homeland Security funding that would otherwise be available for projects such as RTG and there is no certainty that these dollars will return to levels that were once the norm.

*Funding for the Los Angeles Regional Interoperable Communication System (LA-RICS) has seen a three-year $60 million dollar carve out for the project; funds that were used for such projects as the RTG.
By joining of the Joint Powers Agreement (JPA) agencies are guaranteeing participation in fire service regional training even if Federal dollars expire. Additionally, by becoming an early adopter to the RTG JPA, the Fire Chief will become a board member and will determine critical aspects that will impact future training such as:

- Creating Bylaws and/or other guidelines
- Developing Overall Policy & Strategies for regional training
- Developing a comprehensive plan for equitable funding
- Developing a budget
- Creating committees and sub-committees, as needed
- Other related responsibilities as set forth by the JPA Board that will benefit all local fire departments that choose to form the Regional Training Group Authority

There is no fee associated with joining the RTG JPA at this time, however, it is anticipated that establishing a budget and seeking funding from member agencies will be a top priority. We can anticipate that current El Segundo Fire Department training dollars, from the General Fund, could be diverted to the RTG JPA following a formula agreed upon by JPA members. That said, the goal will be to provide equity, fairness and transparency for all member agencies and ultimately to follow LAAFCA’s vision and training 9,000 professional firefighters as one.
JOINT POWERS AGREEMENT FOR
LOS ANGELES AREA REGIONAL TRAINING GROUP

This Joint Powers Agreement ("Agreement") is executed by and among those public agencies, duly organized and existing, which are parties signatory to the Agreement, including parties that may later become signatories to this Agreement, for the purpose of operating a joint powers authority as provided in this Agreement. This Agreement is created pursuant to Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title I of the California Government Code relating to the joint exercise of powers between the public agencies.

Each public agency executing this Agreement shall be referred to individually as "Member," with all referred to collectively as "Members."

RECITALS

WHEREAS, the Members have and possess the power and authority to organize and establish a consolidated area training group to address fire protection and safety issues for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, the Members propose to join together to establish, operate, and maintain a joint powers authority for the purpose of integrating, sharing, and combining resources, facilities, regional assets, and information related to training firefighters and researching fire prevention, protection, and safety techniques, issues, and information for the benefit of their respective lands and inhabitants; and

WHEREAS, it is in the public interest to provide a means by which other public agencies may request training and other services for the benefit of their lands and inhabitants; and

WHEREAS, it is to the mutual benefit of the Members to create a joint powers authority, and the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500, et seq., to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the Members agree as follows:

ARTICLE 1
DEFINITIONS

Unless the context requires otherwise, the terms used in this Agreement shall have the following meanings:

1.01 "Act" shall mean the Joint Exercise of Powers Act, in California Government Code Section 6500, et seq.
1.02 “Agreement” shall mean this Joint Powers Agreement, as originally entered into and as amended from time to time in accordance with the provisions of this Agreement.

1.03 “Authority” shall mean the Los Angeles Area Regional Training Group created by this Agreement.

1.04 “Associate Member” means a public agency which is a party to an Associate Membership Agreement entered into between the Authority and such public agency pursuant to Article 4 of this Agreement.

1.05 “Board of Directors” or "Board" shall mean the governing body of the Authority.

1.06 “Bylaws” shall mean guidelines adopted by the Board of Directors setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted in this Agreement, as amended from time to time by the Board.

1.07 “Director(s)” shall mean the individuals serving on the Board of Directors.

1.08 “Effective Date” shall mean the date referenced in Article 3 and upon which this Agreement becomes effective and binding upon the Members.

1.09 “Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

1.10 “Fiscal Year" shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the Authority.

1.11 “Member" means any public agency as the term "public agency" is defined by Section 6500 of the Act, which includes, but is not limited to, any federal, state, county, city, public corporation, public district of this state or another state, or any joint powers authority formed pursuant to the Act by any of these agencies which has executed this Agreement and has become a member of the Authority.

ARTICLE 2
CREATION OF JOINT POWERS AUTHORITY; PURPOSES

2.01 Pursuant to the Act, there is hereby created a joint powers authority to be known as Los Angeles Area Regional Training Group (also referred to herein as the “Authority”). The Authority shall be a public entity separate and apart from the Members, and shall administer this Agreement.

2.02 The purpose of the Authority is to establish a separate organization for the exercise of powers common to the Members, which may include conducting coordinated trainings and sharing resources, including but not limited to, facilities, equipment, and information, related to training firefighters and researching fire prevention, protection, and safety techniques, issues,
and information, and to address emerging and existing fire protection and safety issues for the
benefit of their respective lands and inhabitants, in the manner set forth in this Agreement.

2.03 The Authority is intended to conduct coordinated fire protection and safety trainings,
and to address emerging fire protection and safety issues throughout the Los Angeles County
area and other areas that appear to have a connection or nexus to Los Angeles County,
encouraging maximum cooperation between all fire department agencies, and promoting the
safety of both fire personnel and the public, accomplished in an effective manner by the
following means, including but not limited to:

   a) Researching, identifying and selecting a records and business management system
to be utilized by all Members for financial records, logistical support, training needs, and other
purposes.

   b) Designing an initial plan to utilize training centers for training focused on
firefighting activities, including Fire Suppression, Paramedic, Hazardous Materials and Urban
Search and Rescue training.

   c) Constructing and conducting a comprehensive training needs assessment for the
Authority or its Members.

   d) Training regional training staff and instructors on procedures and defining
expectations to enable the success of the collaborative efforts.

   e) Designing a comprehensive plan for equitable, effective education and training
delivery for Members that utilizes all available delivery systems and training centers, sites, or
facilities used by the Authority.

   f) Updating the comprehensive plan for equitable, effective education and training
deliveries for Members based on experience using the plan on an ongoing basis.

ARTICLE 3
PARTIES TO AGREEMENT; EFFECTIVE DATE

3.01 This Agreement shall become effective, and the Authority shall come into existence, when
this Agreement is authorized and executed by not less than three (3) public agencies ("Effective
Date").

3.02 Members may submit written notice of immediate withdrawal from the Authority within
180 days after the Bylaws are adopted. There will be no costs for any Member that withdraws
from the Authority within this time period. It is the intent of the Members that Bylaws will be
developed and adopted by the Board, as authorized under Section 6.04(a), and that the Authority
will seek applicable and necessary liability coverage during this period.

Notice shall be given to all Members pursuant to Section 18.02 within five (5)
business days of adoption of the Bylaws. The notice shall include a copy of the adopted
Bylaws. After the Bylaws have been adopted, Members may withdraw from the Authority during the specified period in accordance with the provisions of this Section 3.02. After expiration of the stated time period, any Member may withdraw from the Authority in accordance with Article 16 of this Agreement, and will be reimbursed its pro-rate portion of monetary contributions as set forth in Article 16.

ARTICLE 4
ASSOCIATE MEMBERSHIP AGREEMENT

4.01. Power to Enter Into Associate Membership Agreements. In addition to those powers specified in this Agreement, the Authority shall have the power to enter into Associate Membership Agreements with any public agency upon the approval thereof by a majority vote of all members of the Board.

4.02. Contents of Associate Membership Agreement. Each Associate Membership Agreement shall:

a) State that the public agency is an Associate Member of the Authority.

b) Specify that the purpose of the Associate Membership Agreement is (i) to facilitate cooperation between fire department agencies to carry out the stated purposes of the Authority; and (ii) to contribute fire department personnel or facilities, who or that shall remain under the general direction and control of the respective Associate Member agency to which they or it belongs, to the Authority to assist in carrying out the activities of the Authority.

c) Restrict the powers and obligations of such Associate Member public agency with respect to the Authority to those enumerated in this Article 4;

d) Specify that such public agency shall not have the power to: (i) vote on any action to be taken by the Authority; or (ii) appoint a Director to the Board;

e) Specify the fees, if any, to be charged such public agency for its participation in the Authority; and

f) Specify to what extent, if any, the Associate Member may share in asset distributions.

4.03. Approval of Associate Membership Agreements. In determining whether to approve an Associate Membership Agreement with a public agency which proposes to be an Associate Member, the Board may take into account any criteria deemed appropriate to the Board.
ARTICLE 5
POWERS

5.01 The Authority shall possess in its own name all powers granted to it by law, including, but not limited to, any powers common to the Members, and the following enumerated powers:

a) To make and enter into, in its own behalf and not on behalf of the individual Members, contracts consistent with this Agreement, including, but not limited to, contracts to retain or provide services, contract to permit others to use facilities, rent out facilities, and to purchase, lease, or dispose of equipment or supplies.

b) To acquire by purchase or lease, hold, and dispose of property, real and personal.

c) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, entities, Members, and any governmental entity, in accordance with applicable laws, including applicable Los Angeles County Conflict of Interest Code and State conflict of interest laws.

d) To sue and be sued in its own name.

e) To apply for, accept, and receive appropriate grants, loans, and other assistance under any Federal, State, or local programs for assistance in developing any of its programs or providing services to other public entities.

f) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation of the individual respective Members.

g) Apply for, accept, and receive all licenses and permits from any federal, state, or local public agency.

h) To appoint committees and adopt rules, regulations, policies, Bylaws, and procedures governing the operation of the Authority.

i) To add Members or Associate Members to the Authority as approved by the Authority Board of Directors and the existing Members as provided herein.

j) To appoint/hire officers, employees, agents, or consultants and adopt personnel rules and policies governing officers and employees.

k) To reimburse Members for overtime expenditures of a Member's contributed personnel who is/are assigned to assist in carrying out the activities of the Authority as directed by the Executive Director of the Authority and approved by the Executive Committee in accordance with Section 13.06 of this Agreement. Such overtime expenditures, if any, shall be paid in accordance with all applicable State and Federal laws, including the Fair Labor Standards Act.
l) To purchase equipment with prior approval by the Executive Director and pursuant to the Board’s purchasing policy.

m) To assign personnel contributed from the Members or Associate Members to positions that fulfill the needs of the Authority, who shall remain under the general direction and control of the respective Member or Associate Member agency to which such personnel belong.

n) To invest, or cause to be invested, and manage, or cause to be managed, Authority funds, by and through the Treasurer, in accordance with State law.

o) To obtain all types of insurance as may be necessary to cover the liabilities of the Authority or its Members as determined by the Board.

p) To exercise such other powers and authority as are necessary and proper to carry out its functions herein, and as provided in the Act or otherwise permitted by law.

5.02 Pursuant to Government Code Section 6509, the powers of the Authority shall be exercised in accordance with the Act, and shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon the El Segundo Fire Department.

5.03 Each Member expressly retains all rights and powers to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own fire protection needs, and that are authorized by the laws governing it. This Agreement shall not be interpreted, and the Authority created herein, shall not have the power to impair or control any of the Members’ respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall any Member be required to provide additional personnel, equipment, or services to the Authority than as provided in this Agreement, without the written consent of the Member.

5.04 Each Member expressly retains all rights and powers to use other funds or funding sources to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment and facilities for their fire protection and safety needs.

ARTICLE 6
ORGANIZATION

6.01 Composition of Board. The Authority shall be governed by the Board of Directors, which shall be composed of the Fire Chief of each member agency. Each Director may designate an alternate to act in his/her place on the Board, provided the alternate is a person at executive command rank. Each Member shall provide a written designation of its Director representative to the Authority. The Board shall maintain a list of all current Members in good standing who serve on the Board. The Board of Directors may allow for an alternate of
the designated representative to the Authority in accordance with the Bylaws of the Authority.

6.02 Termination of Status as Director. A Director shall be removed from the Board of Directors upon the occurrence of any one of the following events:

a) The withdrawal or removal of the appointing Member from the Authority;

b) The death or resignation of the Director, in which case the appointing Member will provide a replacement Director;

c) The Authority's receipt of written notice from the Member that the Director appointed by that Member is no longer qualified; or

d) The Board by at least a two-thirds (2/3) vote of the entire Board determines to remove a Director, in which case the appointing Member will provide a replacement Director.

6.03 Compensation. Directors and their alternates, if any, are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by Directors in the performance of services for the Authority where such expenses are not paid by the appointing Member.

6.04 Powers of Board. The Board of Directors shall have the following powers and functions:

a) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons. The primary objective of the Board is to establish overall policy and strategy. As such, the Board may adopt and amend Bylaws or other guidelines setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted herein.

b) The Board may form an Executive Committee, as provided in Article 8. The Executive Committee may exercise all powers or duties of the Board, except (i) the adoption of the Authority's annual budget or any amendments thereto, (ii) the adoption of the Bylaws or any amendments thereto, and (iii) the issuance of bonded debt, which powers are expressly reserved to the Board. All actions by the Executive Committee shall be subject to review, and approval, modification, or disapproval, by the Board at its discretion.

c) The Board may form, as provided in Article 10, such other advisory committees as it deems appropriate or it may delegate such power to the Executive Committee in the Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not Directors of the Board.

d) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. To the extent that the
budget includes funding by Members, such funding is subject to approval by the governing bodies of those Member agencies. Adoption of the budget may not be delegated.

e) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 10 and 13 of this Agreement, including contracting with a certified public accountant for an annual audit of accounts, records, and financial affairs of the Authority as necessary or required.

g) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority including but not limited to making and entering into contracts; employing agents and employees; acquiring, holding, and disposing of property; incurring debts, liabilities or obligations necessary for the operation of the Authority; receiving, accepting and expending or disbursing funds, by contract or otherwise, for purposes consistent with the provisions hereof; adopting contracting and purchasing rules and regulations, internal financial controls, personnel rules and regulations, maintaining at all times a complete and accurate system of accounting for all funds of the Authority, and similar rules and regulations consistent with State law governing public agencies.

h) Adopt any rules, regulations, and policies as may be required for meetings, the conduct of meetings, and the orderly operation of the Authority.

ARTICLE 7
MEETINGS OF THE BOARD OF DIRECTORS

7.01 Regular Meetings. The Board of Directors shall hold at least two (2) regular meetings each year. The Board of Directors shall fix by resolution or in the Bylaws the date upon which, and the hour and place at which, each regular meeting is to be held. Meetings of the Board of Directors, Executive Committee, and any other "legislative body" of the Authority, as that term is defined in Section 54952 of the California Government Code, shall be called, noticed, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the California Government Code.

7.02 Minutes. The Authority shall have minutes of each regular, adjourned regular, and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

7.03 Quorum. A majority of all members of the Board and the Executive Committee, respectively, is a quorum for the transaction of business. A vote of the majority of a quorum at a meeting of the Board or the Executive Committee is sufficient to take action unless otherwise provided in the Bylaws; except that a majority of all members of the Board is required in order to take action on: (i) the adoption of the Authority's annual budget and any amendment(s) thereto, (ii) the adoption of the Bylaws and any amendment(s) thereto, and (iii) the issuance of any bonded debt of the Authority. However,
less than a quorum may adjourn from time to time but may not take action on matters before the Board or Executive Committee.

7.04 Voting. Each Director of the Board shall have one vote.

ARTICLE 8
EXECUTIVE COMMITTEE

8.01 As set forth in Section 6.04 above, the Board may establish an Executive Committee which shall consist of no less than three (3) Directors selected from the Board. The Board will determine the number of Directors to serve on the Executive Committee. The Executive Committee will include the Chair of the Authority designated pursuant to Article 9. Except as otherwise provided herein, the composition, the terms of office of the Directors serving on the Executive Committee, and the conduct of the Executive Committee shall be as provided in the Bylaws. The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Section 6.04(b), or as otherwise delegated to it by the Board.

8.02 Each Director on the Executive Committee, except for the Chair of the Authority, shall be confirmed and approved by the Board of Directors by a majority vote of the entire Board.

8.03 Any vacancy on the Executive Committee shall be filled by the Board within ninety (90) days of the vacancy.

ARTICLE 9
OFFICERS

9.01 The Board shall nominate and elect a Chair, Vice Chair, and Secretary of the Authority, each for a term of two (2) years, from among the Directors at its last meeting of every odd-year Fiscal Year. Each officer shall assume the duties of the respective office upon election. If an officer ceases to be a Director of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair shall preside at and conduct all meetings of the Board. The Board may appoint such other officers as it considers necessary and as provided in the Bylaws.

ARTICLE 10
COMMITTEES

10.01 The Board may establish advisory committees as it deems appropriate or it may, in the Bylaws or by resolution, delegate such power to the Executive Committee. Members of committees shall be appointed by the Board or the Executive Committee. Each committee shall have those duties as determined by the Board or the Executive Committee or as otherwise set forth in the Bylaws. Each committee shall meet on the call of its chairperson,
and shall report to the Executive Committee and the Board as directed by the Board or the Executive Committee.

ARTICLE 11
LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

11.01 The members of the Board of Directors, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement.

11.02 No Director, officer or committee member shall be responsible for any action taken or omitted by any other Director, officer or committee member. No Director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

11.03 The Authority may acquire and maintain insurance protection as is necessary to protect the interest of the Authority and its Members in its administration of the Authority in accordance with Article 14 below.

ARTICLE 12
STAFF

12.01 Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Executive Committee:

a) Executive Director. The Executive Director shall administer the daily business and activities of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall be responsible for all minutes, notices and records of the Authority; shall administer all contracts; may enter into contracts within authority set by the Board or Executive Committee, and shall perform such other duties as are assigned by the Board or Executive Committee. The Executive Director may be a contractor or an employee of one of the Members or Associate Members of the Authority and shall have obtained senior fire department management rank that will provide a range of operational capability to the Authority.

b) Legal Counsel. With the approval of the majority of the Board, legal counsel shall be appointed to serve as general counsel ("General Counsel") to the Authority.

12.02 Support Staff. Subject to the approval of funding in the Authority's budget and to the general supervision and direction of the Board and Executive Committee, the Executive Director shall provide for the appointment of such other staff as may be necessary for the administrative support of the Authority, which staff shall be employees of the Authority. Upon mutual agreement, a Member may provide supplemental administrative support services in exchange for reimbursement by the Authority, or as a contribution credit for
services. Administrative personnel of a Member performing these functions remain employees of the contributing Member, and are not employees of the Authority.

12.03 **Treasurer and Controller.** Pursuant to Section 6505.5 and 6505.6 of the Act, the finance director and finance manager from an original member agency will be selected and designated as the Treasurer and Controller, respectively, of the Authority. The Treasurer and the Controller shall be employees of the same Member. The Treasurer shall be the depository and have custody of all funds of the Authority. The Controller shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Treasurer and Controller shall have the duties and obligations set forth in Section 6505, 6505.1, and 6505.5 of the Act, as those sections may be amended from time to time. To the extent permitted by the Act, the Board of Directors may change the Treasurer and Controller of the Authority to any person or entity that is authorized by the Act to occupy such offices.

12.04 **Compensation.** With the exception of the appointing Member for work performed by the designated Treasurer and Controller, per a written agreement approved by the Board of Directors for financial services, there shall be no direct compensation paid by the Authority to any individuals contributed by a Member or Associate Member agency to serve in the capacity as an officer of the Authority, such as the Executive Director, General Counsel, or any other individuals who are employed by a Member or Associate Member agency and contributed to the Authority under this Article 12, unless direct reimbursement is otherwise authorized pursuant to Section 12.02 or Section 13.06 of this Agreement.

12.05 **Personnel Contributed by Members.** Participating personnel (both sworn and non-sworn) assigned to the Authority by a Member or Associate Member shall not be considered employees or contractors of the Authority for any purpose. Such personnel shall during the period of assignment remain employees of the assigning Members or Associate Members.

**ARTICLE 13**

**BUDGET, OPERATING FUNDS, AND AUDITS**

13.01 **Annual Budget.** The Executive Director will prepare and submit to the Board of Directors in sufficient time for revision and adoption prior to July 1 of each year, the annual budget of the Authority for the next succeeding Fiscal Year.

13.02 **Disbursement of Funds.** The Executive Director or his/her designee shall cause to have warrants drawn for the payment of funds or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and Bylaws adopted by the Board. The Executive Director may apply for, receive, and use credit cards for the sole purpose of conducting Authority business in accordance with applicable written rules and regulations.

13.03 **Accounting.** All funds received by the Authority shall be placed in the custody of the Treasurer. These funds shall be given object accounts, and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for by the
Controller in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Executive Committee on a quarterly basis, unless otherwise required by the Board of Directors.

13.04 **Approval of Expenditures.** All expenditures within the approved budget shall be made upon the approval of the Executive Director in accordance with the rules, policies, and procedures adopted by the Board.

13.05 **Records and Audit.** The Controller shall cause to be kept accurate and correct books of account showing in detail all financial transactions of the Members relating to the Authority, which books of account shall correctly show any receipts and also any costs, expenses, or changes paid or to be paid to a Member. These books and records of the Authority in the hands of the Controller shall be open to inspection at all times during normal business hours by any representative of a Member, or by any accountant or other person authorized by a Member to inspect the books of records. The Controller shall cause the books of account and other financial records of Authority to be audited annually, or biennially if so authorized by the Board of Directors, by an independent certified public accountant and any cost of the audit shall be paid by the Authority. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformance with generally accepted auditing standards. The annual audit, or biennial as the case may be, shall be submitted to the Board of Directors and the Executive Committee when completed.

13.06 **Compensation of Contributed Personnel.** All participating personnel contributed and assigned to the Authority by a Member or Associate Member shall have their salary, benefits, and overtime, if any, paid by the respective Member or Associate Member. The Authority may, but is not obligated to, reimburse a Member or Associate Member for expenses, or for the overtime of employees for or salary, benefits, and overtime of employees contributed for administrative support as authorized by Section 5.01(k) and Section 12.02, respectively and as approved by the Executive Director. It shall be the responsibility of the Authority to institute an auditing system wherein the hours worked by each individual will be documented and reported on a weekly basis for submission in a timely manner to the individual's contributing agency.

**ARTICLE 14**

**INDEMNIFICATION AND INSURANCE**

14.01 **Obligations of the Authority.** The debts, liabilities and obligations of the Authority ("Authority Obligations") shall be the debts, liabilities and obligations of the Authority alone. Authority Obligations shall not constitute debts, liabilities, and obligations of any individual Member, and the Members shall have no liability therefore.

14.02 **Contributed Member Employees.** The Members acknowledge that each Member may be contributing and assigning its own personnel to a cooperative pool of personnel to provide service to the Authority. Each such contributing Member shall be solely responsible for and
retain all debts, liabilities, and other obligations for all activities of its employees while acting in the course and scope of their assignment to the Authority, and shall maintain sufficient insurance coverage, as determined by the Member, in effect at all times to cover any such claim, loss, liability, or obligation, or otherwise provide for payment of such liability. Members may elect to self-insure any insurance obligation under this Agreement.

14.03 Member Indemnity for General Liability of Contributed Employee. Each Member shall protect, defend, indemnify, and hold free and harmless the Authority and the other Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by an employee of the Member who is performing Authority primary or support functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorneys’ fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or omissions in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority and for which each Member shall maintain sufficient liability coverage, pooled self-insurance coverage, or a program of self-insurance, which includes coverage for contractual promises to indemnify, in effect at all times as determined by the Board of Directors, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

14.04 Member Indemnity for Workers Compensation Liability of Contributed Employee. Each Member shall fully indemnify and hold harmless the Authority and each other Member, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the public agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the fire department agency or any contract labor provider retained by the fire department agency.

14.05 Risk Management. The Authority shall employ the principles of sound risk management in its operations. Risks of loss shall be identified, evaluated, and treated in a manner that protects the Authority and each Member from adverse financial consequences. This may be accomplished in part through the purchase of appropriate commercial insurance. The Board of Directors may designate a Risk Manager from one of the Members (the "Authority Risk Manager") who shall act in an advisory capacity to the Board to provide guidance in the area of risk management, loss control, insurance procurement, and claims management. The Authority Risk Manager or his/her designee will be responsible for maintaining the original insurance policies and other risk management and insurance documents.
14.06 Authority Indemnity of Members. The Authority shall protect, defend, indemnify, and hold free and harmless the Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees, and the individual Chair, Vice Chair, and Secretary, from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by staff employed by the Authority hired pursuant to Section 12.02 including, but not by way of limitation, injury or death of any person, injury or damage to any property, including attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or omissions in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority. This provision of indemnify shall not be construed to obligate the Authority to pay any liability including, but not limited to, punitive damages, which by law would be contrary to public policy or itself unlawful.

ARTICLE 15
MEMBER RESPONSIBILITIES

15.01 Each Member shall have the following responsibilities:

a) To appoint its Director, or alternate as may be allowed, to or remove from the Board as set forth in Article 6.

b) To consider proposed amendments to this Agreement as set forth in Article 18.

c) To make contributions in the form of membership premiums, assessments, and fees, if any, in accordance with the Bylaws and as determined by the Board, for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement. Any such contributions are subject to approval by the governing bodies of Member agencies from whom such contributions are sought.

d) To provide to the Authority such other information or assistance as may be necessary for the Authority to carry out fire protection or safety programs as determined by the Board.

ARTICLE 16
ADMISSION AND WITHDRAWAL OF PARTIES

16.01 Public agencies with fire departments and federal and California fire agencies may become Members of the Authority upon approval and execution of this Agreement and under such terms and conditions as are determined by the Bylaws and upon approval of the Board.

16.02 The Authority shall file a notice of this Agreement within 30 days of its Effective Date with the office of the California Secretary of State, as required by California Government Code Sections 6503.5 and 6503.6. Upon any change in membership, the Authority shall file a notice of such change of membership within 10 days of its Effective Date with the Secretary of State and with the county clerk of each county in which the Authority maintains an office, as required by California Government Code Section 53051.
16.03 Members may withdraw from the Authority in accordance with the following procedures and conditions:

a) A Member may withdraw as provided and in accordance with Section 3.02 of this Agreement.

b) After the expiration of the period provided in Section 3.02, a Member may withdraw as follows:

   (1) **Effective Date of Withdrawal for a Member or Associate Member.** Such withdrawal shall become effective sixty (60) days following the giving of written notice of withdrawal of participation by any Member or Associate Member agency to the Executive Director.

   (2) **Disposition of Monetary Contributions Upon Withdrawal.** Upon the withdrawal of a Member or Associate Member, that agency will be entitled to a pro-rata return of monetary contributions or payments it made to the Authority that have not been expended by the Authority as of the effective date of the Member’s or Associate Member’s withdrawal. The pro-rata return shall be calculated by taking the total monetary contributions or payments made by the then-existing Members and that have not been expended, encumbered, or contractually obligated by the Authority as of the effective date of the withdrawal, and dividing it by the number of then-existing Members. Such allocation shall be reduced by the amount of any delinquent fees or assessments owed by the Member or Associate Member. Each withdrawing or terminating Member acknowledges and agrees that it is not entitled to and has no rights to a return or share of any property, supplies, equipment, or other interests of the Authority, except as set forth in this Section or as otherwise approved by a majority of the Board.

16.04 The Board of Directors may terminate membership of any Member or Associate Member for any or no reason upon majority vote of the entire Board, upon the effective date set by the Board.

16.05 Upon any withdrawal or involuntary termination of a Member, the Member shall remain responsible and liable for any claims, demands, damages, or liability arising from the Member’s membership in the Authority before the effective date of its withdrawal or involuntary termination of membership from the Authority. A Member shall not be responsible or liable for any claim, demand, damage, or liability arising after the effective date of its withdrawal or involuntary termination of membership from the Authority. The Authority may withhold funds otherwise owing to the Member or require the Member to deposit sufficient funds, as determined by the Board, to cover the Member’s contingent responsibility for the foregoing claim, demand, damage, or liability.
ARTICLE 17
DISSOLUTION AND DISPOSITION OF ASSETS

17.01 Except as provided herein, the Members agree that all supplies and equipment purchased by the Authority shall be owned and controlled by the Authority as its sole and separate property and not as property of any Member.

17.02 The Authority shall continue to exist and exercise the powers herein until the Authority is terminated and dissolved by a vote of two-thirds of the entire Board of Directors; provided, however, that no such dissolution shall be complete and final until the Authority has satisfactorily disposed of all financial obligations and claims, distributed all assets, and performed all other functions deemed necessary by the Board to conclude the affairs of the Authority.

17.03 Termination shall occur upon:

a) The written consent of two-thirds of the Board of Directors; and

b) Full satisfaction of all outstanding financial obligations of the Authority; and

c) All other contractual obligations of the Authority have been satisfied.

17.04 In the event of such termination of the Authority, any funds remaining following the discharge of all debts and obligations shall be disposed of by distribution to each Member who is on the Board immediately prior to the termination of the Authority, a share of such funds proportionate to the contribution made to the Authority by the Member which have accrued during its participation, to the extent determined by the Board in its sole discretion to be fair and equitable and consistent to the distribution of assets as specified in the Bylaws.

17.05 Notwithstanding any other provisions of the Agreement, the Members agree to abide by the following procedure for selling of equipment in the event the Agreement is terminated. The equipment shall be given a fair market value by an appraiser agreed upon by the Board. Before the equipment is sold on the open market, each Member shall have the right to purchase the equipment at a price and under terms as agreed upon by the Board which may include a financing arrangement for the purchaser to allow for a transition period after the termination of this Agreement. If an agreement cannot be reached concerning a purchase of the equipment, then it shall be sold on the open market. Proceeds from the sale of equipment upon termination of the Agreement shall be distributed to the Members in a manner consistent with the distribution of assets as provided in the Bylaws, and any modifications to that formula adopted by the Board.

ARTICLE 18
MISCELLANEOUS

18.01 Amendments. This Agreement may be amended with the majority approval of the Members; provided, however, that no amendment may be made that would adversely affect the
interests of the owners of bonds, letters of credit, or other financial obligations of the Authority. The Executive Director shall file a notice of the amendment to this Agreement within 30 days of its effective date with the office of the California Secretary of State, as required by California Government Code Sections 6503.5 and 6503.6.

18.02 Notices. Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The party may give notice by:

- Personal delivery;
- E-mail;
- U.S. Mail, first class postage prepaid;
- Facsimile; or,
- Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number, or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

- The date of personal delivery;
- The fifth business day following deposit in the U.S. mail, when sent by "first class" mail; or,
- The date of transmission, when sent by e-mail or facsimile.

18.03 Effective Date. This Agreement shall be effective at such time as provided in Section 3.01.

18.04 Conflicts of Interest. No official, officer or employee of the Authority or any Member shall have any financial interest, direct or indirect, in the Authority. Nor shall any such officer or employee participate in any decision relating to the Authority that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation. The Authority shall be subject to a Los Angeles County Conflict of Interest Code, as adopted by the Board of Supervisors, and must comply with all filing and other requirements as set forth therein and in State law.

18.05 Dispute Resolution and Arbitration. Disputes regarding the interpretation or application of any provision of this Agreement shall first, to the extent reasonably feasible, be resolved by and between any Members, or by and between any such Member and the Authority, through consultation between the parties. In the event the parties cannot resolve their dispute, then the Executive Committee shall form a subcommittee of three non-interested, objective Members of the Executive Committee who may resolve the dispute.
In the event the dispute cannot be resolved by the subcommittee of the Executive Committee, as provided hereinabove, the parties to the dispute agree to resolve the matter through non-binding mediation by a mediator to be mutually selected by the disputing parties.

In the event the dispute is not resolved by mediation, the dispute shall be resolved by binding arbitration. The parties shall submit such dispute for binding arbitration in Los Angeles County, California, before an arbitrator selected from Judicate West (or if it no longer exists, from the American Arbitration Association (AAA), or if that no longer exists, from JAMS, or if that no longer exists, from a similar arbitration organization.) Arbitration will be conducted in accordance with Judicate West’s, or other chosen arbitration organization’s, then current rules related to commercial arbitration. Judicate West’s Commercial Arbitration Rules can be found at: https://www.judicatewest.com/Services/DisplayPDF/127.

The parties shall have all rights for depositions and discovery as provided under the rules of the selected arbitration organization. The arbitrator shall apply California law to the proceeding. The arbitrator shall have the power to grant all legal and equitable remedies including provisional remedies and award compensatory damages provided by law, but the arbitrator may not order relief in excess of what a court could order. The arbitrator shall prepare and provide the parties with a written award including factual findings and the legal reasoning upon which the award is based. The arbitrator may award the prevailing party all reasonable attorneys’ fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys’ fees and costs to the prevailing party. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator, or correct or vacate such award as provided by applicable law. The parties understand that by agreeing to binding arbitration, they are giving up the rights they may otherwise have to trial by a court or a jury and all rights of appeal, and to an award of punitive or exemplary damages.

18.06 Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

18.07 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members hereto.

18.08 Assignment. No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund or asset of the Authority.

18.09 Governing Law. This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.
18.10 **Headings.** The section headings are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

18.11 **Counterparts.** This Agreement may be executed in counterparts. Each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument.

18.12 **Execution.** The legislative body or governing body of each Member enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively. A Member’s signature to this Agreement is not valid until its legislative or governing body has authorized execution of this Agreement.

18.13 **Entire Agreement.** This Agreement, supersedes any and all other agreements or representations, whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to any matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by the Authority and all Members.

18.14 **Recitals.** The above recitals are true and correct and are incorporated in this Agreement by this reference.
IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

[MEMBER] Authorization
for Membership in the Los Angeles County Regional Training Group

IN WITNESS WHEREOF, [MEMBER], by Resolution of its [GOVERNING BOARD] has caused this Joint Powers Agreement to be executed on its behalf by the [MEMBER EMPLOYEE TITLE], and attested by [BOARD] Clerk, as of the date so executed below.

[MEMBER NAME]

Dated: ___________________________ By: ___________________________

NAME
TITLE

ATTEST:

APPROVED AS TO FORM:

By: ___________________________

NAME
TITLE

By: ___________________________

NAME
TITLE
EXHIBIT B

RESOLUTION NO. ___

A RESOLUTION BY THE CITY COUNCIL APPROVING THE LOS ANGELES AREA REGIONAL TRAINING GROUP (RTG) JOINT POWERS AGREEMENT; AUTHORIZING THE CITY’S MEMBERSHIP IN THE LOS ANGELES AREA REGIONAL TRAINING GROUP AUTHORITY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE JPA AGREEMENT.

The City Council of the City of _____ does resolve as follows:

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

A. The City recognizes the need to organize and establish a consolidated area training group to address fire protection and safety issues for the benefit of the lands and inhabitants;

B. The City supports the efforts to establish, operate, and maintain a joint powers authority for the purpose of integrating, sharing, and combining resources, facilities, regional assets, and information related to training firefighters and researching fire prevention, protection, and safety techniques, issues, and information for the benefit of their respective lands and inhabitants; and

C. The Joint Powers Agreement (JPA) attached as Exhibit A, and incorporated by reference, creates a Joint Powers Authority to conduct coordinated fire protection and safety trainings, and to address emerging fire protection and safety issues throughout the Los Angeles Area and other areas that appear to have a connection or nexus to the Los Angeles Area; and

D. The City desires to become a member of the Los Angeles Area Regional Training Group (RTG) authority.

SECTION 2: Pursuant to Government Code §6500, et seq., the City Council approves the JPA and authorizes the City’s membership in the Regional Training Group (RTG) Authority.

SECTION 3: The City Manager is authorized and directed to execute the Los Angeles Area RTG Joint Powers Agreement to effectuate the intent of this Resolution. The City Manager, or designee, is authorized to take such reasonable actions as may be required to implement the intent of this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless superseded or repealed, in which case the City will withdrawal from the Los Angeles Regional Training Group Joint Powers Authority (JPA) in accordance with terms of the Joint Powers Agreement (JPA).
PASSED AND ADOPTED this day of 2018.

, Mayor

ATTEST:

, City Clerk

APPROVED AS TO FORM:

, City Attorney

By: 

, City Attorney

CERTIFICATION

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

I, , City Clerk of the City of , California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. _____ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the day of , 2018, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this day of , 2018.

, City Clerk

Of the City of , California
(SEAL)

-2-
Los Angeles Area Regional Training Group
Los Angeles Area Fire Chiefs Association

JOINT POWERS AGREEMENT
LOS ANGELES AREA REGIONAL TRAINING GROUP
JPA Information/Q&A

Background:

By establishing the Regional Training Group (RTG) JPA, we are on the cusp of developing the next major cooperative nationally recognized Fire Service program. Fire agencies in the Los Angeles County Operational Area have worked together for years to prepare for natural, technological, and human-caused disasters. California led the way in the 1940's with the development of the statewide mutual aid system; Southern California fire agencies, through FIRESCOPE in the 1970's, developed the Incident Command System to strengthen the command and coordination of the mutual aid system. Both of these regional fire service systems are now in use nationwide.

Today the Los Angeles Area Fire Chiefs Association (LAAFCA) has set a vision for the RTG to create and operate a nationally recognized regional training and education program. As part of a larger initiative to develop regional training for a progressive fire service environment, the RTG has successfully proven that regional training through multi-agency integration is a force multiplier that ramps up resource leverage, and actually increases the capacity of first responders and specialty teams to handle the most critical work which terrorism or disasters present. Through regionalized training, any and all emergencies are handled more seamlessly thus increasing the efficiency and effectiveness of operations. When a disaster strikes the LA region, no one department will be able to handle all calls for assistance in a widespread emergency response. Through cooperation, the 30 fire agencies in the LA region have built relationships by promoting trust with the goal of achieving interoperability between all partner agencies.

Combined with the dangers that exist in urban/metropolitan framework is the fact that fire department leaders are being asked to do more with less. This requires training officers to look for new ways to continually deliver critical training information to their audiences. Fire department training remains the best insurance policy that any agency can provide to ensure the safety and operational effectiveness of its members and to the public it serves. That belief mandates that the region's fire departments work in a cooperative manner within the urban area Homeland Security Strategic Plan to effectively and efficiently develop and deliver standardized training to all of its firefighters. The RTG Strategic Plan identifies ways to better prepare for human-caused and natural disasters and was developed under the direction of the LAAFCA by the RTG. The next step in this evolution of cooperation is the establishment of a Joint Powers Agreement (JPA).
Discussion:

LAARFCA is seeking support from all 30 fire departments within the Los Angeles Area to create the RTG Joint Powers Agreement (JPA). By doing so, the Los Angeles Area Fire Chiefs will develop a governance structure that ensures an equitable and sustainable level of cost-effective standardized all-risk training (inclusive of all in-service related training that is not supported by homeland security grants).

This LA regional based program has the potential to provide Fire Service Training Standards across the nation as the aforementioned Mutual Aid and FIRESCOPE systems did years ago, while creating national significance. In our current structure, we have already provided a framework for training fire department personnel to meet the full range of potential terrorism caused disasters in the region. The current training platform is Homeland Security Grant funded and is an undertaking that mandates establishing centralized regional training priorities with a Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) nexus. By creating a JPA, the fire chiefs are able to provide all areas of Regional Fire Service training while not limiting to the restrictions of CBRNE related training that Homeland Security Grants impose (think advancements in fire suppression operations, emergency medical services [EMS], leadership development and similar training that can be delivered to your local firefighters).

In the aftermath of September 11, 2001 attacks in New York, Washington and Pennsylvania, first responders nationwide had to identify new ways to prepare for the unthinkable. New curriculum, tools, equipment and methods for safe firefighting and rescue operations continue to evolve. Incident command elements have had to be further developed to operate effectively within the unified command, multi-agency, mutual aid environment. Although departments like Los Angeles Fire Department and Los Angeles County Fire Department possess unmatched resources, every department in the LA region has something to offer through a cooperative and collaborative manner which will make all of the 9000 professional firefighters within the Los Angeles region better by training as one. It is the ongoing goal of the RTG to design, coordinate and deliver cost-effective fire service training equitably to all the participating agencies. The RTG training programs utilize trained instructors from across the region to deliver the necessary learning at shared regional facilities of all types, through online training and via multi-media communications to fire stations.
Outcomes & Responsibilities:

The strategy of the RTG JPA may require a fundamental change of thinking by the participating agencies; switching from individual stand-alone Non-CBRNE training to a regionally supported and administered training program beneficial to the end goal of training as one. The establishment of this JPA, in concert with the administration of a robust regional training program, will help bring about a culture that accepts local control and self-directed learning for independent fire departments while acknowledging and promoting the value of standardization and regional training; *the greatest good for the greatest number of first responders!*

1. What are the responsibilities of each member agency that joins the JPA?

   - Member agencies provide administrative control & oversight through a legal framework
   - Member agencies agree to meet on a routine basis in compliance with the Brown Act
   - Member agencies agree to create an executive committee, as needed
   - It is anticipated that member agencies will be asked to conduct the following:
     - Create Bylaws and/or other guidelines
     - Develop Overall Policy & Strategies for regional training
     - Develop a comprehensive plan for equitable funding
     - Develop a budget
     - Create committees and sub-committees, as needed
     - Other related responsibilities as set forth by the JPA Board

2. What specific capabilities will member agencies obtain from participating in this JPA?

   - Non-CBRNE related In-Service Training
   - Agency specific, targeted training
   - Research opportunities & funding (such as the WiFIRE Project related to wildfire analysis)
   - Use of RTG Training which in turn should offset or augment annual training budgets for participating agencies
   - Confidence that mutual aid and automatic aid agencies from the LA Region responding into the jurisdiction of the incident are trained to function at a competent and professional level of performance
   - Membership in a nationally recognized fire service training program which is intended to partner with Community Colleges and University undergraduate and graduate level educational programs
Outcomes & Responsibilities (Cont'd):

3. What would be the monetary costs for RTG JPA membership?

It is important to note that LAAFCA is not asking any agency at this time to provide any funding to join the JPA. The JPA Board will be tasked with creating an equitable funding plan for each member agency.

Methodologies used to determine annual monetary contributions would be the responsibility of the Board. The points listed below are examples of monetary costs formulas and/or revenue generating plans that the JPA Board may consider:

- Annual contributions that are to be determined by the JPA Board could include:
  - Scalable set fee per agency (0-50 employees; 51-200 employees; etc.)
  - A per capita cost with a formula agreeable to all participating agencies
  - In-kind services to the JPA to offset cost of membership
  - ISA agreements with Educational Partners which produce FTE Revenue generation for the JPA
  - Securing Grants (Non-related Homeland Security Grants not requiring a CBRNE training nexus)
  - Other recommendations by finance officials and approved by the signatory agencies (RTG JPA Board Members)

The RTG is exploring possibilities to be presented to the JPA Board for revenue generation once the JPA is established. The following programs are examples of revenue generating possibilities for the JPA:

- Granting access of RTG developed training to Fire Departments outside of the LA region for a fee. Hence, developing Industry training standards while generating revenue for the JPA. There are departments outside of the region already requesting access to RTG training.
- Selling advertising space on the newly developed RTG Mobile App
- Donations from private donors, private entities or higher learning centers/universities.
- Public/private partnerships related to studies, research, training or other activities that support regional training

Finally, Firehouse World Conference is moving to Los Angeles in 2019, making the timing for the JPA optimal.

*The best way to predict the future is to create it!*
AGENDA DESCRIPTION:
Consideration and possible action regarding 1) Approval of a class specification and 2) Adoption of a resolution for the implementation of a job classification and salary schedule 3) Approval of Examination Plan for the Economic Development Coordinator position. (Fiscal Impact: none)

RECOMMENDED COUNCIL ACTION:
1. Adopt the Resolution establishing the Basic Monthly Salary Range for the job classification of Economic Development Coordinator;
2. Approve the Examination Plan; and/or
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
2. Resolution establishing the Basic Monthly Salary Range for Economic Development Coordinator.

FISCAL IMPACT: None
Amount Budgeted: Included in FY 2018-19 Adopted Budget
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Joseph Lillio, Director of Finance & Acting Director of Human Resources
REVIEWED BY: Juliana Demers, Acting HR Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
During the strategic planning sessions held in 2018, City Council identified a need for additional assistance in the economic development efforts. A fully staffed economic development program would support the following City’s strategic goals.

1. Enhance Customer Service and Engagement
   • Improve how businesses interact with the City
   • Consistent and proactive information/feedback gathering

5. Champion Economic Development and Fiscal Stability
   • Marketing, public relations, advertising - brand/image enhancement
   • Business retention outreach, forums and events
   • Targeted business attraction
   • Business to business connections
Staff was asked to develop an approach for a citywide communications program and presented a proposed framework to City Council at the July 16th, 2018 budget session. Staff's recommendations included:

- Identification of Key Stakeholders
- Summary of Existing Communications Platforms
- Strategic Implementation Approach
- Staffing Recommendations

The proposed new title of Economic Development Coordinator will be part of the CEA group and will work closely implementing program activities related to business attraction and retention for the City and economic development related initiatives. The proposed budget increase associated with this reclassification is approximately $100,000. Funding is already included in the FY 2018-19 adopted budget for this position.

Based on staff research, the proposed basic salary range for this position is $63,620 - $77,331 per year (Grade 33), which is considered as a competitive salary range for an Economic Development Coordinator in today’s job market with the assigned duties to this classification.

Staff is requesting City Council to approve the job title of Economic Development Coordinator. This new class specification will also reflect the essential job functions, required knowledge, skillset, and position requirements. The proposed new Class Specification will accurately reflect the nature and level of duties and responsibilities deemed necessary.

Adoption of the a Resolution establishing a Basic Monthly Salary Range and approval of a Class Specification and Examination Plans for the new classification is necessary in order to implement the change, if-and-when approved.

The Economic Development Coordinator will report to the Deputy City Manager.

A. Examination Plan

Economic Development Coordinator

-Structured technical and career preparation interview: Open competitive or promotional
  Weighted 100%

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 of 1962.

For departments other than Police and Fire (Public Safety), the plan may consist of any one or a 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 evaluates the relative capacities of the applicants.
Class Title
Economic Development Coordinator

Class Code
33

Salary
$5,301.72 - $6,444.28 Monthly

Definition
Under general supervision, to provide and coordinate professional administrative, analytical and/or financial management support to the City's Economic Development Program; and to perform related duties as required.

Status
This is an FLSA Exempt classification.

Essential Job Functions
Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

Positions in this classification typically perform a full range of duties at a level of complexity represented by the following types of responsibilities:

Assist in implementing program activities related to business attraction and retention for the City; establish and maintain effective working relationships with the real estate community and businesses; assist in the implementation of advertising campaigns; administer contracts for services from external resources.

Support the City's Economic Development Advisory Council (EDAC): prepare items for EDAC meetings, including assisting with agenda preparation, identifying meeting locations, coordinating room/IT/AV arrangements, sending out meeting invitations/agenda/minutes, posting the EDAC agenda/minutes on elsegundo.org, assembling materials/agenda packets and distributing appropriately; preparing meeting minutes and tracking action items.

Monitor and update the City's economic development work plan.

Participate in economic development budget development and preparation; monitor and track budget related activities, including grant funds.

Prepare purchase requisitions and manage payment of invoices; order supplies and equipment.
Assist with economic development marketing and communications efforts including website and social media content generation.

Assist with event coordination, including press events, the Champions of Business Celebration, ribbon cuttings, groundbreaking ceremonies and various City events.

Prepare site selection summary of available properties for prospective new businesses; coordinate activities to facilitate business attraction.

Monitor and provide updates to the El Segundo Economic Development Website (ElSegundoBusiness.com).

Maintain online database of available commercial properties; maintain working knowledge of local industrial, office and retail estate sites for sale or lease.

Research and respond to requests for economic development specific information from the public, other departments and agencies.

Schedule and coordinate business visits.

Organize participation in conferences; prepare conference show displays, set up and break down conference displays, and staff conference show booths.

Develop presentations for meetings and events.

Conduct miscellaneous research and data compilation.

Provide office assistance and administrative support activities.

Provide assistance with other duties and special projects as assigned.

**Qualifications**

Knowledge, Skills and Other Characteristics:
Knowledge of principles of municipal administration and budget development.
Knowledge of organization and functions of the assigned municipal department.
Knowledge of economic development, marketing and communications.
Knowledge of project management principles and practices.
Knowledge of computer applications in administrative functions.
Knowledge of principles of research, statistical analysis and report preparation.
Skill in performing complex professional level administrative and analytical work.
Skill in conducting research, analyzing statistical and other data, and preparing reports.
Skill in communicating effectively orally and in writing.
Skill in establishing and maintaining effective working relationships with other department staff, other City employees and the public.
Ability to attend special City events including weekends, evenings and holidays, as required.
Ability to attend night meetings and work extended hours, as needed and/or required.
Qualifications:
A bachelor's degree in Business Administration, Public Administration or a related field, and
three (3) years of increasingly responsible administrative/program coordinator experience
including project management, or an equivalent combination of education and experience.
Experience in economic development, marketing and communications is highly desirable.
RESOLUTION NO. ________

A RESOLUTION ESTABLISHING A BASIC MONTHLY SALARY RANGE FOR THE JOB CLASSIFICATION OF ECONOMIC DEVELOPMENT COORDINATOR.

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

SECTION 1: The City Council approves the following basic monthly salary range:

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<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
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</table>

SECTION 2: Authority. The City Manager or his designee is authorized to take any steps necessary in order to effectuate this Resolution.

SECTION 3: Construction. This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 4: Severability. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 5: The City Clerk is directed to certify the 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 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 16th day of October, 2018.

Drew Boyles,
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 and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of _____, 2018, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

________________________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

________________________________________
Mark D. Hensley, City Attorney
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: October 16, 2018
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding 1) Approval of a new Class Specification for the at-will position of Deputy City Manager; and 2) Adoption of a Resolution establishing the basic monthly salary range for Deputy City Manager; and 3) Introduction of an Ordinance amending El Segundo Municipal Code §1-6-3, §1-6-4, and §1-6-5 Regarding City Departments, Exclusions from Civil Service, and Executive position (Fiscal Impact: none)

RECOMMENDED COUNCIL ACTION:
1. Adopt the Resolution establishing the Basic Monthly Salary Range for the job classification of Deputy City Manager (At-Will).
2. Introduce and schedule second reading of the Ordinance for November 6, 2018
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Deputy City Manager Class Specification
2. Resolution establishing the Basic Monthly Salary for Deputy City Manager
3. Ordinance amending El Segundo Municipal Code §1-6-3, §1-6-4 and §1-6-5 Regarding City Departments, Exclusions from Civil Service, and Executive positions.

FISCAL IMPACT: None

- **Amount Budgeted:** Included in FY 2018-19 Adopted Budget
- **Additional Appropriation:** N/A
- **Account Number(s):** N/A

**ORIGINATED BY:** Joseph Lillio, Director of Finance & Acting Director of Human Resources

**REVIEWED BY:** Juliana Demers, Acting HR Manager

**APPROVED BY:** Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

During the strategic planning sessions held in 2018, City Council identified a need for improved citywide communications. A fully staffed communications program would support all five of the City’s strategic goals.

1. **Enhance Customer Service and Engagement**
   - Residents better informed of City policies and activities
   - Improve how businesses interact with the City
• Consistent and proactive information/feedback gathering

2. Support Community Safety and Preparedness
   • Develop communication initiatives in conjunction with the Emergency Management Coordinator to prepare residents/businesses for an emergency
   • Assist in providing the community with information about the emergency and instructions about what they should do.
   • Coordinate accurate, timely information about the extent of the emergency and response efforts to the media

3. Develop as a Choice Employer and Workforce
   • Enhance employee engagement, highlight successes
   • Increase interdepartmental collaboration
   • Streamline efforts, avoid duplicative efforts, guide content
   • Communications training for employees

4. Develop Quality Infrastructure and Technology
   • Ongoing updates to city websites
   • Monitor and track website performance
   • Improved customer interface with the website

5. Champion Economic Development and Fiscal Stability
   • Marketing, public relations, advertising - brand/image enhancement
   • Business retention outreach, forums and events
   • Targeted business attraction
   • Business to business connections

Staff was asked to develop an approach for a citywide communications program and presented a proposed framework to City Council at the July 16th, 2018 budget session. Staff’s recommendations included:

• Identification of Key Stakeholders
• Summary of Existing Communications Platforms
• Strategic Implementation Approach
• Staffing Recommendations

The staffing recommendations included reclassifying the Economic Development Manager position to Deputy City Manager. The proposed new title of Deputy City Manager will be part of the Executive group and the Deputy City Manager will work closely with City Council and the Department Directors on communications and economic development related initiatives. The proposed budget increase associated with this reclassification is $18,500. Funding is already included in the FY 2018-19 adopted budget for this position.

Based on staff research, the proposed basic salary range for this position is $10,640.60 - $13,186.95 monthly (Grade 60D), which is considered as a competitive salary range for a Deputy City Manager in today’s job market with the assigned duties to this classification.

Staff is requesting City Council to approve the job title of Deputy City Manager. This new class specification will also reflect the essential job functions, required knowledge, higher level
skillset, and position requirements. The proposed new Class Specification will more accurately reflect the nature and level of duties and responsibilities deemed necessary.

Adoption of the Resolution establishing a Basic Monthly Salary Range and approval of a Class Specification and Examination Plans for the new classification is necessary in order to implement the change, if-and-when approved.

The Deputy City Manager will report directly to the City Manager and will have supervisory responsibility for Cable TV, Economic Development and Citywide communications.
Class Title
Deputy City Manager

Class Code
60D

Salary
$10,640.60 - $13,186.95 Monthly

Definition
Under general direction, to plan, coordinate, recommend and implement the strategies, activities and operations of the City’s Communications and Economic Development program; to develop and implement marketing programs emphasizing business retention, attraction and development; to serve as a resource for the public including developers, property owners, community organizations, businesses and residents; to serve as the City’s point person for City-wide communication efforts; to support the City management team with coordinated communications throughout the City organization and community; and to perform related duties as required.

Status
This is an FLSA Exempt and “At-Will” classification serving at the pleasure of the City Manager

Essential Job Functions
Essential functions, as defined under the Americans with Disabilities Act, include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by the incumbent in this position.

Characteristic Duties and Responsibilities
Oversees the City’s Communications and Economic Development Programs.

Develops and manages annual budgets for the City’s Communication and Economic Development Programs;

Manages City-wide marketing campaigns for economic development, hospitality and tourism;

Manages and coordinates all activities related to the economic development of the City, including business recruitment and retention;

Manages and coordinates activities of the Economic Development Advisory Council, including coordinating activities with the City Council, Planning Commission, and Downtown Revitalization Sub-Committee;
Develops and implements a comprehensive communications, outreach and community engagement program for the City, including the use of print and digital media;

Directs all community and City Council outreach efforts on behalf of City Management to ensure that City residents are aware of the services provided by all City departments.

Establishes and maintains effective working relationships with the local real estate community and business organizations;

Assists departments and the City Manager in developing strategic short-range and long-range plans and project management;

Makes presentations regarding economic development, hospitality and City services to the City Council, boards, commissions, civic groups and the public; coordinates activities with other departments and agencies as needed.

Plans, directs, organizes and manages all activities of the Community Cable Division; including acting as staff representative to the Community Cable Advisory Committee.

Works closely with members of the City Council and the public in responding to requests for service and/or resolving concerns related to the delivery of services.

Confers with and advises staff and the public by providing advice and assistance, and by answering questions regarding City goals and policies.

Participates, as a member of the City’s executive management team, in the management of the City and may serve on various committees, boards and task forces.

Qualifications

Knowledge, Skills and Other Characteristics:

Must have knowledge of principles of municipal government organization, administration and operations
Must have knowledge of the principles and practices of effective leadership, management and supervision.
Must have knowledge of project management principles and practices.
Must have knowledge of principles and practices of economic development, marketing and communications.
Must be able to develop, implement, operate and evaluate administrative programs.
Must be able to develop and implement strategic plans, operational policies and procedures.
Must have experience in managing professional and support staff.
Must be able to understand and apply complex regulations, procedures and guidelines.
Must communicate effectively both orally and in writing.
Must be able to work under pressure, handling significant problems and tasks that arise simultaneously and/or unexpectedly.
Must establish and maintain effective working relationships with government officials, City employees, the media and the public.
Ability to attend special City events including weekends, evenings and holidays, as required.
Ability to attend night meetings and work extended hours, as needed and/or required.

Minimum Qualifications: Bachelor's degree in Public Administration, Business Administration or a directly related field; and seven (7) years of municipal administration experience including economic development, marketing and communications, of which, four (4) years included management and supervisory experience; or an equivalent combination of education and experience.

Benefits

PERS Retirement:

Miscellaneous employees – Tier I -2% @ 55. 2%@60 for individuals first employed by the City on or after 12/30/12 who are already PERS “classic” members. Tier I and II members pay 7% of PERS member contribution by payroll deduction.. Single highest year coordinated with Social Security and Medicare. PERS 2%@62 for employees hired on or after 1/1/13 who are PERS “new members.” Three year average coordinated with Social Security and Medicare. Members pay 50% of normal cost (currently 6.25%) by payroll deduction.

Medical – The City provides health plans through CalPERS. Effective June 1, 2016, the City's monthly medical contribution is $782.

Retiree Medical: City offers paid retiree medical insurance at same rate as active employees.

Employee Assistance Program: Employees are eligible for the basic level of service and are able to purchase the Outpatient Tier at their own cost (2018 rate is $11.61).


Optical/Dental: Fully paid for employee and eligible dependents.

Flex Plan: Section 125 Plan, allows for payment of employee-paid insurance, medical treatment, and dependent care expenses with pre-tax dollars. Council excluded.

Life Insurance: $50,000 term life policy provided by City; employee can purchase additional self and dependent coverage at group rates.

Long-Term Disability: City provides Executive LTD which pays 75% of first $12,000 of employee's salary less the amount of any other income, up to a total of $2,500. Applies to non-job-related causes. 90 day waiting period. Council excluded.

Holidays: 11 fixed paid holidays plus 1 day of personal leave/floating holiday per year. Council excluded.

Vacation Leave: 96 hours per year (1-5 years); 120 hours (6 – 10 years); 144 hours (11 – 14 years): 200 hours after 14 years. Leave can be used after 6 months of service. Annual cash conversion
option. Employees on "E" step accrue vacation based on total years of service in a PERS or comparable agency. Council excluded.

**Sick Leave:** 8 hours per month. 100% payment upon separation with 5 years of service. Council excluded.

**Executive Leave:** 80 hours per year. Leave cannot be cashed in. Council excluded.

**Exceptional Leave:** City Manager may provide up to 8 days (taken as time off or cashed in) in recognition of extraordinary service. Council excluded.

**Bereavement Leave:** Three (3) working days (or 40 hours where travel is 500 miles or more) for qualifying incident. Council excluded.

**Tuition Reimbursement:** Up to $2,000/year for work-related college courses. Council excluded.

**Cell Phone Stipend:** $120/month for Department Heads who opt to use their own personal device. Otherwise the City provides the employee with a City owned cell phone for business use only.

**Other:** Voluntary participation in Credit Union; Payroll Direct Deposit; Up to $4,000 interest free computer loan; Long-Term Care (premiums paid by employee).

Salaried exempt position: This is a position which is "exempt" for purposes of the Fair Labor Standards Act of 1937 and is paid on a salaried basis and is not eligible for overtime pay.
RESOLUTION NO. ________

A RESOLUTION ESTABLISHING A BASIC MONTHLY SALARY RANGE FOR THE JOB CLASSIFICATION OF DEPUTY CITY MANAGER.

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

SECTION 1: The City Council approves the following basic monthly salary range:

<table>
<thead>
<tr>
<th>Step</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy City Manager</td>
<td>10,640.60</td>
<td>11,538.58</td>
<td>12,061.46</td>
<td>12,610.48</td>
<td>13,186.95</td>
</tr>
<tr>
<td>Range 60D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Authority. The City Manager or his designee is authorized to take any steps necessary in order to effectuate this Resolution.

SECTION 3: Construction. This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 4: Severability. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 5: The City Clerk is directed to certify the 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 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 16th day of October, 2018.

Drew Boyles,
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 and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of _____, 2018, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

________________________
Mark D. Hensley, City Attorney
ORDINANCE NO. _______

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE
SECTIONS 1-6-4 and 1-6-5 REGARDING EXCLUSIONS AND
DEPARTMENT HEADS.

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

SECTION 1: The City Council finds as follows:

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

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

SECTION 2: ESMC § 1-6-4 is amended as follows:

Sec 1-6-4. EXCLUSIONS

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

Assistant City Manager
City Attorney
City Manager
City Engineer
Deputy City Manager
Information Systems Director
Senior Civil Engineer
Senior Executive Assistant

SECTION 3: ESMC §1-6-5 is amended as follows:

Sec 1-6-5. DEPARTMENT HEADS

For the purpose of this chapter and for the purpose of initiative ordinance 586 and
for the purpose of ordinances expanding the coverage of initiative ordinance 586,
and not by way of limitation, effective October 16, 2018, the term "department
head" includes:

Assistant city manager
Chief of police
City manager
Deputy city manager
Director of finance
Director of human resources
Director of library services
Director of planning and building safety
Director of public works
Director of recreation and parks
Fire chief
Information systems director

SECTION 4: Repeal of any provision of the ESMC herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 5: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 6: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances, make a note of the passage and adoption in the records of this meeting, and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 7: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this 16th day of October, 2018.

__________________________
Drew Boyles, Mayor

CERTIFICATION

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ____ was duly introduced by said City Council at a regular meeting held
on the 16th day of October 2018, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the _____ day of _____, 2018, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney