AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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

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

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, SEPTEMBER 15, 2009 – 5:00 P.M.

5:00 P.M. SESSION CANCELLED – NO ITEMS OF BUSINESS

(REGULAR MEETING TO BE ADJOURNED TO 7:00 P.M.)
5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

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

SPECIAL ORDER OF BUSINESS:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -0- matter

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -0- potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): - 0- matters

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -0- matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): - 0- matter

SPECIAL MATTERS: - 0- matter
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, SEPTEMBER 15, 2009 - 7:00 P.M.

Next Resolution # 4615
Next Ordinance # 1434

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Wes Harding, El Segundo Foursquare Church

PLEDGE OF ALLEGIANCE – Council Member Don Brann
PRESENTATIONS

a. Proclamation announcing week of September 20th through 26th as Volunteer Recognition Week.

b. Proclamation announcing observance of the 33rd Annual Richmond Street Fair on Saturday, September 26, 2009

ROLL CALL

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

A. PROCEDURAL MOTIONS

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

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action (Continued Public Hearing) regarding the Fiscal Year 2009-2010 Budget (including all City Revenues and Expenditures), Five-Year Capital Improvement Plan and Adoption of Resolutions approving Appropriation Limit, Preliminary Budget as amended, and Capital Improvement Plan as amended. (Copies of the Fiscal Year 2009-2010 Preliminary Budget can be found in the Library, City Clerk’s office, and on the City’s website.) (Fiscal Impact $118,874,000 in total appropriations; $111,975,950 in total estimated revenues and prior year designations of $6,898,050.) (Fiscal Impact: None)

Recommendation – (1) Continue Public Hearing and receive public testimony; (2) Adopt the Resolution approving and adopting the Fiscal Year 2009-2010 Operating Budget and the Five-Year Capital Improvement Budget; (3) Incorporate “Exhibit A Fiscal Year 2009-2010 Change List of Budget Revisions in all Funds” into the Adopted Budget and deposit any fiscal year 2009-2010 General Fund savings into the Economic Uncertainty Fund in fiscal year 2009-2010 once the fiscal year 2008-2009 audit is complete; (4) Adopt the Resolution approving and adopting the Appropriations Limit for fiscal year 2009-2010, as presented; (5) Alternatively, discuss and take other action related to this item.
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 2573484 to 2573723 on Register No. 23 in the total amount of $686,552.61 and Wire Transfers from 08/21/09 through 09/03/09 in the total amount of $233,660.86.
   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.

3. Regular City Council Meeting Minutes of September 1, 2009.
   Recommendation – Approval.

4. Consideration and possible action regarding approval of ongoing service agreements, amendments and issuance of blanket purchase orders for Fiscal Year 2009/2010 in excess of $25,000 for the City Manager's Office. (Fiscal Impact: $167,100)
   Recommendation – (1) Authorize the City Manager to execute a contract amendment and/or purchase order with Tyler Technologies for maintenance of the existing Eden finance system, as approved to form by the City Attorney, not to exceed $27,100. (2) Authorize the City Manager to execute a contract amendment and/or purchase order with Shannon David, Inc. for professional services with the City's business recruitment and marketing program, as approved to form by the City Attorney, not to exceed $140,000; (3) Alternatively discuss and take other action related to these items.
5. Consideration and possible action to waive the formal bidding process pursuant to the El Segundo Municipal Code Section §1-7-10 and authorize the Fire Department to piggy back on a City of Orange Fire Department contract #78E45 for the purchase of a replacement fire engine from Seagrave Fire Apparatus, LLC. (Fiscal Impact: $566,421)

Recommendation – (1) Pursuant to El Segundo Municipal Code §1-7-10, waive the formal bidding process and authorize the Fire Department to piggy back on a City of Orange Fire Department contract #78E45 for the purchase of a replacement fire engine from Seagrave Fire Apparatus, LLC; (2) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action regarding approval to issue blanket purchase orders for FY 09-10 in excess of $25,000 for the Fire Department. (Fiscal Impact: $59,000)

Recommendation – (1) Authorize the El Segundo Fire Department to waive the bidding process per El Segundo Municipal Code §1-7-10 to purchase medical and pharmaceutical supplies, and piggyback on the City of Berkeley's Bound Tree Medical, Inc. ("Bound Tree") Bid #09-10348-C, and authorize issuance of a blanket purchase order to Bound Tree for FY 2009-2010 for medical and pharmaceutical supplies; (2) Authorize the issuance of a blanket purchase order for FY 09-10 to UCLA Center for Pre-Hospital Care for continuing education, defibrillation training and AED program oversight; (3) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action regarding approval of ongoing service agreements and blanket purchase orders for FY 2009-2010 in excess of $25,000 and possible action to waive the formal bidding process and authorize the continued purchase of gasoline and diesel fuel for City vehicles and equipment through the use of spot market purchasing for the Public Works Department. (Fiscal Impact: $421,000)

Recommendation – (1) 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 $321,000; (2) Authorize the issuance of a blanket purchase order to Metron Farnier & Actaris in an amount not to exceed $50,000 for the purchase of single jet water meters for the City's water system; (3) Authorize the issuance of a blanket purchase order to Blue Diamond Materials, a division of Sully Miller Contracting Company in an amount not to exceed $50,000 for the purchase of asphalt paving materials for Street Maintenance Division projects; (4) Alternatively discuss and take other action related to this item.
8. Consideration and possible action regarding the annual renewal of the Library Department’s blanket purchase orders over $25,000. Those include Baker & Taylor Information Services and Innovative Interfaces, Inc. (Fiscal Impact: $121,000)

Recommendation – (1) Authorize the City Manager to extend ongoing service agreements with Baker & Taylor Information Services for supplying books and other library materials, and issuance of a blanket purchase order not to exceed $91,000; (2) Authorize the City Manager to amend/extend contract #2235 to Innovative Interfaces, Inc., for library computer network system maintenance and issuance of a blanket purchase order not to exceed $30,000; (3) Alternatively discuss and take other action related to this item.

9. Consideration and possible action regarding approval of ongoing service agreements and amendments and issuance of Blanket Purchase Orders for FY 2009-10 in excess of $25,000 for the Human Resources Department. (Fiscal Impact: $115,000)

Recommendation – (1) Authorize the City Manager to amend/extend Contract #3907, for ongoing service agreements, as approved by the City Attorney with U.S. Healthworks Medical group, for pre-employment physical examinations and protocols for the El Segundo Police Department (not to exceed $15,000), and occupational injury and illness services and related medical testing (not to exceed $30,000), and issuance of a Blanket Purchase Order, with a combined total not to exceed $45,000; (2) Authorize the City Manager to amend/extend Contract #3912, for ongoing service agreements, as approved by the City Attorney with Westchester Medical Group/Center for Heart and Health for employee’s Fitness for Duty Examinations (not to exceed $60,000) and Executive Physical examinations (not to exceed $10,000), and issuance of a Blanket Purchase Order, with the combined total not to exceed $70,000; (3) Alternatively, discuss and take other action related to this item.

10. Consideration and possible action regarding the adoption of two Resolutions providing for the implementation of job classification and salary range changes in the Fiscal Year 2009-2010 Operating Budget (Fiscal Impact: $54,000)

Recommendation – (1) Adopt the Resolution establishing Basic Monthly Salary Ranges for the job classifications of Community Cable Program Manager, Principal Engineer, Residential Sound Insulation Manager, Senior Network Assistant, and Senior Video Technician II (part-time); (2) Adopt the Resolution establishing new Hourly Pay Rates for the City’s unrepresented, Part-time, Temporary job classifications; (3) Approve the proposed Class Specifications for the job classifications of Network Assistant, Principal Engineer, Senior Network Assistant, and Senior Video Technician II; (4) Approve the Examination Plan for Senior Network Assistant; (5) Alternatively, discuss and take other action related to this item.
11. Consideration and possible action regarding two Resolutions providing for salary increases and benefit changes to Chapter 1A2 (Management-Confidential Series - includes all non-represented employees, except the City Manager) of the El Segundo Administrative Code. (Fiscal Impact: $130,965 Executive Management, Mid-Management/Confidential Employees. $92,300 Public Safety Management Employees. Total Fiscal Impact $223,265.)

Recommendation – (1) Adopt the Resolutions; (2) Alternatively, discuss and take other action related to this item.

12. Consideration and possible action regarding approval of a three-year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and California Teamsters Public, Professional and Medical Employees Union, Local 911, Supervisory and Professional Employees' Bargaining Unit. (Fiscal Impact: $162,470 in first year of Agreement.)

Recommendation – (1) Approve the Agreement; (2) Adopt the Resolution approving the Memorandum of Understanding; (3) Alternatively, discuss and take other action related to this item.

13. Consideration and possible action regarding approval of annual on-going agreements and issuance of blanket purchase orders for Fiscal Year 2009-2010 in excess of $25,000 for the Recreation and Parks Department (Fiscal Impact: $241,018)

Recommendation – (1) Authorize the issuance of a blanket purchase order to Lane Donovan Partners, LLC (Agreement # 3399) to provide management services for The Lakes at El Segundo municipal golf course for an amount not to exceed $108,000; (2) Authorize the City Manager to enter into a contract for professional services with the South Bay Children's Health Center Association for the South Bay Youth Project on-site counseling services at El Segundo Unified School District facilities for an amount not to exceed $33,018; (3) Authorize the City Manager to amend/extend Agreement #3476 for ongoing maintenance agreement with Great Scott Tree Service Inc. The extension will be for two (2) years commencing on October 1, 2009 and ending on September 30, 2011 with three (3) one (1) year renewal periods to be renewed upon mutual consent of the parties ending September 30, 2014. Total cost for services not to exceed $100,000; (4) Alternatively, discuss and take other action related to these items.
14. Consideration and possible action regarding the adoption of Ordinance No. 1432 for a zone change from the General Commercial (C-3) Zone to the Corporate Office (CO) Zone on the site located at 900, 950 and 960 Sepulveda and 901 and 915 Selby Street. Applicant: The Boeing Company (Fiscal Impact: None)
Recommendation – (1) Waive second reading and adopt Ordinance No. 1432; (2) Alternatively, discuss and take other possible action related to this item.

15. Consideration and possible action regarding the approval of the Second Amendment to a Professional Services Agreement with J. Lee Engineering Inc. to provide building plan check consulting services for the Planning and Building Safety Department through September 30, 2010 for Fiscal Year 2009-10. (Fiscal Impact: $150,000)
Recommendation – (1) Approve a budget appropriation for $150,000 to provide building plan check consulting services; (2) Authorize the City Manager to execute the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, to increase the amount in the agreement and purchase order by $150,000 and to extend the term to expire on September 30, 2010; (3) Alternatively, discuss and take other action related to this item.

16. Consideration and possible action regarding the approval of the Fifth Amendment to a Professional Services Agreement with JAS Pacific for $100,000 to provide building inspection consulting services for the Building and Safety Division through September 30, 2010 for fiscal year 2009-10 (Fiscal Impact: $100,000)
Recommendation – (1) Approve a budget appropriation for $100,000 to provide building plan check consulting services; (2) Authorize the City Manager to execute the amendment to the existing agreement with JAS Pacific to provide building inspection consulting services in a form approved by the City Attorney, to increase the amount in the agreement and purchase order by $100,000 and to extend the term for one year through September 30, 2010; (3) Alternatively, discuss and take other action related to this item.

17. Consideration and possible action regarding the approval of the Third Amendment to a Professional Services Agreement with John L. Hunter and Associates, Inc for $50,000 to provide storm water plan check services and implementation support of the City's Standard Urban Storm Water Mitigation Plan (SUSWMP) Ordinance No. 1329 for the Planning and Building Safety Department and to extend the term through September 30, 2010 for Fiscal Year 2009-10. (Fiscal Impact: $50,000)
Recommendation – (1) Approve a budget appropriation for $50,000 to provide storm water plan review services and implementation support of the City's Standard Urban Storm Water Mitigation Plan (SUSWMP) Ordinance No. 1329;
(2) Authorize the City Manager to execute the amendment to the existing agreement with John L. Hunter and Associates, Inc. to provide plan review and inspection services in compliance with SUSWMP Ordinance No. 1329 and extend the term for one year through September 30, 2010; (3) Alternatively, discuss and take other action related to this item.

18. Consideration and possible action regarding the approval of a Second Amendment to a Professional Services Agreement with Wildan to provide planning consulting services for a contract staff position for the Planning and Building Safety Department for Fiscal Year 2009-2010 and issuance of a purchase order in excess of $25,000 for Fiscal Year 2009-2010. (Fiscal Impact: $80,000)

Recommendation – (1) Approve a budget appropriation of $80,000 to provide planning consulting services; (2) Authorize the City Manager to execute the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, to increase the amount in the agreement and purchase order by $80,000 and to extend the term to expire on September 30, 2010 for planning consulting services; (3) Alternatively, discuss and take other possible action related to this item.

19. Consideration and possible action regarding approval of annual on-going service agreements and issuance of blanket purchase orders for FY 09-10 in excess of $25,000 for the Police Department. (Fiscal Impact: $276,200)

Recommendation – (1) Authorize the City Manager to execute a one-year contract with the West Covina Service Group for Computer Aided Dispatching/Records Management System, Mobile Data Computer maintenance and operations, not to exceed $68,500; (2) Authorize the City Manager to execute a one-year contract with Motorola for two-way radio repair and maintenance of the Communication Center’s radio assets and infrastructure, not to exceed $75,000; (3) Authorize the City Manager to execute a one-year contract with the Society for the Prevention of Cruelty to Animals Los Angeles for animal sheltering services, not to exceed $28,200; (4) Authorize the City Manager to execute a one-year contract with Duncan Solutions (formerly Enforcement Technology Inc.) for processing of parking citations/collections, not to exceed $77,000; (5) Authorize the City Manager to execute a one-year contract with AT&T Connection Services for communications related to mobile data computers and radio sites, not to exceed $27,500; (6) Alternatively discuss and take other action related to these items.
20. Consideration and possible action to receive and file the revised Public Hearing date of November 3, 2009, to consider proposed water service rate increases associated with providing water services to property located in the City of El Segundo. (Fiscal Impact: None)
Recommendation – (1) Receive and file this report; (2) Alternatively, discuss and take other action related to this item.

21. Consideration and possible action to award a contract to The Jones Payne Group for Design and Testing Services related to the Residential Sound Insulation (RSI) Program. (Fiscal impact: $945,220)
Recommendation – (1) 1. Award a contract to The Jones Payne Group for Design and Testing Services related to the Residential Sound Insulation Program; (2) Authorize the City Manager to execute a contract in a form approved by the City Attorney; (3) Alternatively discuss and take other action related to this item.

22. Consideration and possible action to approve an employment agreement with Robert Hyland for the position of Director of Human Resources, effective September 15, 2009. (Fiscal Impact: $73,500)
Recommendation – (1) Authorize the City Manager to execute the attached agreement; (2) Alternatively, discuss and take other action related to this item.

23. Consideration and possible action to approve an employment agreement with David Cummings for the position of Police Chief, effective September 15, 2009. (Fiscal Impact: $106,560)
Recommendation – (1) Authorize the City Manager to execute the attached agreement; (2) Alternatively, discuss and take other action related to this item.

24. Consideration and possible action regarding the adoption of Ordinance No. 1433 adding a new Chapter 10-5 to the El Segundo Municipal Code ("ESMC") regulating water conservation methods and amending ESMC §§ 1-2A-1, 1-2A-2, and 1-2A-3 to enforce Chapter 10-5 with administrative citations. (Fiscal Impact: None)
Recommendation – (1) Waive second reading and adopt Ordinance No. 1433; (2) Alternatively discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA
F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann –

25. Consideration and possible action to amend the City Manager's FY 2009-2010 Budget recommendation for City financial assistance to El Segundo Unified School District with a one-time budget augmentation of $150,000 above the base annual cash contribution of $250,000 provided under the terms of the Funding Agreement. (Fiscal Impact: Proposed Budget $250,000; Additional Request $150,000; Total $400,000)

Recommendation – (1) Approve a one-time funding augmentation of $150,000 to the current base payment of $250,000 provided for in Funding Agreement with the El Segundo Unified School District; (2) Alternatively, discuss and take other action related to this item.

Council Member Fisher –

Council Member Jacobson –

26. Consideration and possible action to direct staff to prepare an amendment to the General Plan and process the re-zoning of the property located at 1916 E. Imperial Highway. (Fiscal Impact: none)

Recommendation – (1) Direct staff to prepare an amendment to the General Plan and process the re-zoning of the property located at 1916 E. Imperial Highway; and/or (2) Alternatively, discuss and take other action related to this item.
Mayor Pro Tem Busch –

Mayor McDowell –

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MEMORIALS –

CLOSED SESSION

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REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:
DATE: Sept. 9, 2009
TIME: 3:30 p.m.
NAME: [Signature]
WHEREAS, Two hundred years ago, volunteers played a unique role in the founding of our country and in the drafting of our Constitution, and volunteers have continued to be involved through the years in every aspect of the building of our country; and

WHEREAS, Today, over 90 million outstanding citizens, from every age group, from youth to senior citizens, and from every walk of life, give selflessly of themselves to others through volunteer work, thus exemplifying the spirit of caring and compassion for others which is a vital part of our national character; and

WHEREAS, We are facing an era of changing priorities on the national, state and local levels in which resources are becoming more scarce in the face of growing and changing needs; and

WHEREAS, It is fitting for all citizens to take pride in our volunteer heritage and to give special recognition to the volunteers and volunteer programs in our community.

NOW, THEREFORE, the Mayor and the Members of the City Council of the City of El Segundo, California, do hereby proclaim the week of September 20th through 26th as VOLUNTEER RECOGNITION WEEK in the City of El Segundo in honor of those who, imbued with the spirit of goodwill, offer freely their services to the community.

Mayor Kelly McDowell
Mayer Pro Tem Eric H. Busch
Council Member Carl Johnson
Council Member Bill Fisher
Council Member Len Braun
WHEREAS, The 2009 Richmond Street Fair will be organized by the El Segundo Kiwanis Club as a club project to promote the many businesses of downtown El Segundo; and

WHEREAS, The 2009 Richmond Street Fair will provide high school student groups, civic clubs, and non-profit organizations an opportunity to promote their associations and to raise funds for their school and community projects through the sale of food, arts and crafts and other items; and

WHEREAS, The 2009 Richmond Street Fair will provide an opportunity for young people to learn the value of volunteerism, demonstrate their skills and talents and gain self-confidence by performing before an audience; and

WHEREAS, The 2009 Richmond Street Fair will afford people from other communities the opportunity to discover the hometown atmosphere of El Segundo while experiencing wholesome family entertainment at its finest; and

WHEREAS, The City Council recognizes the merits of the 2009 Richmond Street Fair as a win-win for the entire community of El Segundo and commends the El Segundo Kiwanis Club for organizing this traditional El Segundo event which has become a "Celebration of Community".

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim the observance of the 33rd ANNUAL RICHMOND STREET FAIR from 9:00 a.m. to 5:00 p.m., Saturday, September 26, 2009 and invite the community to give generous support to all the groups, organizations, merchants and volunteers participating in the Fair.

Mayor Kelley McDowell
Mayor Pro Tem Eric H. Busch
Council Member Carl Jacobson
Council Member Bill Fisher
Council Member Don Brann
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: September 15, 2009
AGENDA HEADING: Special Orders of Business

AGENDA DESCRIPTION:

Consideration and possible action (Continued Public Hearing) regarding the Fiscal Year 2009-2010 Budget (including all City Revenues and Expenditures), Five-Year Capital Improvement Plan and Adoption of Resolutions approving Appropriation Limit, Preliminary Budget as amended, and Capital Improvement Plan as amended. (Copies of the Fiscal Year 2009-2010 Preliminary Budget can be found in the Library, City Clerk’s office, and on the City’s website.) (Fiscal Impact $118,874,000 in total appropriations; $111,975,950 in total estimated revenues and prior year designations of $6,898,050.) (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Continue Public Hearing and receive public testimony.

2. Adopt the Resolution approving and adopting the Fiscal Year 2009-2010 Operating Budget and the Five-Year Capital Improvement Budget.

3. Incorporate “Exhibit A Fiscal Year 2009-2010 Change List of Budget Revisions in all Funds” into the Adopted Budget and deposit any fiscal year 2009-2010 General Fund savings into the Economic Uncertainty Fund in fiscal year 2009-2010 once the fiscal year 2008-2009 audit is complete.

4. Adopt the Resolution approving and adopting the Appropriations Limit for fiscal year 2009-2010, as presented.

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

ATTACHED SUPPORTING DOCUMENTS:

1) Exhibit A Fiscal Year 2009-2010 Change List of Budget Revisions in all Funds
2) Resolution approving and adopting the Operating and Five-Year Capital Improvement Budget for Fiscal Year 2009-2010
3) Resolution approving and adopting the Appropriation Limit for Fiscal Year 2009-2010

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $118,874,000 in Total Appropriations; $111,975,950 in total Revenues and prior year designations of $6,898,050.

Additional Appropriation: N/A

Account Number(s):

ORIGINATED BY: Angelina Garcia, Fiscal Services Manager

REVIEWED BY: Deborah Cullen, Director of Finance

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
Initial planning for the FY 2009-2010 budget started in early March. Staff identified an approximate budget gap of $5.9 million and two Strategic Planning Sessions were held to identify a series of options for balancing the FY 2009-2010 budget deficit. Additionally, once the State passed its budget and suspended Proposition 1A the City was burdened with an additional $1 million budget reduction.

At the Strategic Planning Session in March many options were discussed and the following items were approved by Council to be included in the FY 2009-2010 budget:

<table>
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<td>Transfer from Workers’ Compensation Fund</td>
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<td></td>
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<td>$500,000</td>
<td>Portion of Fire Station #2 Contingency Designation from Economic Uncertainty Fund</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>$155,100</td>
<td>Fund Equipment Replacement charges @ 90%</td>
</tr>
<tr>
<td>Subtotal:</td>
<td>$(2,242,122)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$260,000</td>
<td>Appropriate excess of 20% - Current @ 22% in Unres/Undesig.</td>
</tr>
<tr>
<td>Subtotal:</td>
<td>$(1,982,122)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$400,000</td>
<td>Run short 1 position in Fire (reduction of overtime)</td>
</tr>
<tr>
<td>Subtotal:</td>
<td>$(1,582,122)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,200,000</td>
<td>Transfer Athletic Field Naming Rights Designation from Economic Uncertainty Fund</td>
</tr>
<tr>
<td>Adjusted Shortfall:</td>
<td>$(382,122)</td>
<td></td>
</tr>
<tr>
<td>State Budget Impact</td>
<td>$(1,024,000)</td>
<td>General Fund Impact</td>
</tr>
<tr>
<td>Shortfall</td>
<td>$(1,406,122)</td>
<td></td>
</tr>
</tbody>
</table>
Council directed the City Manager to work with staff to bridge the adjusted shortfall plus any State impact with an emphasis on protecting the current workforce and minimal impact on services. The following options have been included in the Preliminary Budget to cover the additional $1.4 million gap:

**EXPENDITURE SAVINGS:**

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>PROPOSED SAVINGS:</th>
<th>NON-PERSONNEL</th>
<th>SALARIES &amp; BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY CLERK</td>
<td>$10,200</td>
<td>10,200</td>
<td>-</td>
</tr>
<tr>
<td>CITY TREASURER</td>
<td>2,000</td>
<td>2,000</td>
<td>-</td>
</tr>
<tr>
<td>CITY MANAGER</td>
<td>55,000</td>
<td>32,000</td>
<td>23,000</td>
</tr>
<tr>
<td>HUMAN RESOURCES</td>
<td>10,000</td>
<td>10,000</td>
<td>-</td>
</tr>
<tr>
<td>FINANCE</td>
<td>35,000</td>
<td>-</td>
<td>35,000</td>
</tr>
<tr>
<td>PLANNING AND BUILDING SAFETY</td>
<td>270,200</td>
<td>270,200</td>
<td>-</td>
</tr>
<tr>
<td>NON DEPARTMENT</td>
<td>70,000</td>
<td>70,000</td>
<td>-</td>
</tr>
<tr>
<td>POLICE DEPARTMENT</td>
<td>452,663</td>
<td>264,317</td>
<td>188,346</td>
</tr>
<tr>
<td>FIRE DEPARTMENT</td>
<td>354,651</td>
<td>-</td>
<td>354,651</td>
</tr>
<tr>
<td>PUBLIC WORKS</td>
<td>59,750</td>
<td>59,750</td>
<td>-</td>
</tr>
<tr>
<td>RECREATION AND PARKS</td>
<td>80,577</td>
<td>42,530</td>
<td>38,047</td>
</tr>
<tr>
<td>LIBRARY SERVICES TRANSFERS OUT</td>
<td>45,000</td>
<td>12,200</td>
<td>32,800</td>
</tr>
<tr>
<td>(CDBG)</td>
<td>18,000</td>
<td>18,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>$1,463,041</strong></td>
<td><strong>791,197</strong></td>
<td><strong>671,844</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Summary of Significant Changes from FY 2008-2009 Budget:**

- Salary Increases – 2% to 5% depending on bargaining unit; including unrepresented part time, temporary job classifications; $1,905,200
- Workers’ Compensation – 24.4% increase in rates $301,900
- Health Benefits – 3.67% increase in rates - $322,000
- PERS Pension Contribution – 5.2% combination of increase in rates and salaries - $1,356,300
- Equipment Replacement Costs – Funded at 90% - $1,472,000
- Annual OPEB Payment – Funded at 100% - $2,205,050
- ESUSD Funding - $250,000 cash payment & continue funding crossing guard contract of $80,000 and in-kind contributions (Total contribution of $1,000,000 for FY 2009/10)
- Capital Funding - $500,000
- ETRC – Funding $175,000
- Reclassifications – 3 positions proposed to move from Supervisory to Management; Fiscal Impact: $30,000
On September 1, 2009 the City Council conducted a Public Hearing on the FY 2009-2010 Operating Budget and the Five-Year Capital Improvement Project Budget.

Revisions from the Preliminary Budget are attached to this report and have been included in the final budget to be adopted.

Incorporate “Exhibit A – FY 2009-2010 Change List of Budget Revisions in all Funds” into the Adopted Budget.

Budget Revenue Revisions between Preliminary and Adopted

General Fund

A decrease of $111,100 in revenues has been made since the Preliminary Budget due to reclassifications from scheduled transfers to expenditures. The net effect of this reclassification was $0.

Other Funds

The summary of changes includes decreases of: $5,713,450 in revenues due to changes in estimated water rates and a revision of the LAWA revenues.

Budget Expenditure Revisions between Preliminary and Adopted

General Fund

The summary of changes in General Fund expenditures include salary savings of $324,750 due to projected vacant positions, and an increase of $130,000 in Nondepartment for additional community promotion expenditures not previously included in the preliminary budget.

Other Funds

The summary of changes in other fund expenditures include an adjustment for depreciation expense of $500,000 in the Water Fund and an adjustment to properly reflect capital outlay expenditures in the Equipment Replacement Fund of $1,213,850.

Deposit any FY 2008-2009 General Fund savings into the Economic Uncertainty Fund, if any, in FY 2009-2010 once the FY 2008-2009 audit is complete.

Adopt the Resolution approving and adopting Appropriations Limit for FY 2009-2010.

Article XIII-B of the California State Constitution, commonly referred to as the Gann Appropriations Limit, was adopted by California voters in 1980 and placed limits on the total tax proceeds that State and local agencies can appropriate and spend each year. Based upon the
California Constitution and applicable law, staff has presented the City Council with an Appropriations Limit for fiscal year 2009-2010 as adjusted by the factors identified in the attached Resolution. The Appropriations Limit for fiscal year 2009-2010 will be $157,976,734.

**Capital Improvement Projects**

The FY 2009-2010 Capital Improvement Projects recommended from the Capital Improvement Program Advisory Committee total $2,679,000. Included is a transfer of $500,000 from the General Fund to the Capital Improvement Fund.

Residential Sound Insulation Program improvements total $17,136,700.

**General Fund**

This budget as presented contains General Fund appropriations inclusive of transfers of $62,448,000 and General Fund estimated revenues inclusive of transfers of $62,448,000.

**All Funds**

The revised FY 2009-2010 budget is balanced. Total appropriations for all funds are $118,874,000. This matches the estimated revenues of $111,975,950 and prior year designated fund reserves of $6,898,050.
CITY OF EL SEGUNDO  
EXHIBIT A CHANGE LIST OF REVENUE BUDGET REVISIONS - ALL FUNDS  
FISCAL YEAR 2009-2010 ADOPTED BUDGET

<table>
<thead>
<tr>
<th>FISCAL YEAR 2009-2010 BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>Preliminary Estimated Revenues Inclusive of Transfers In</td>
</tr>
<tr>
<td><strong>ADJUSTMENTS:</strong></td>
</tr>
<tr>
<td><strong>General Fund:</strong></td>
</tr>
<tr>
<td>Transfers In:</td>
</tr>
<tr>
<td>Salary savings from employee retirement now shown as expenditure reductions</td>
</tr>
<tr>
<td>Prop A</td>
</tr>
<tr>
<td><strong>LAWA Fund (122)</strong></td>
</tr>
<tr>
<td>Amount revised to properly reflect all LAW A and FAA Grants</td>
</tr>
<tr>
<td><strong>Water Fund (501)</strong></td>
</tr>
<tr>
<td>Budget for Depreciation Expense</td>
</tr>
<tr>
<td>Budget for Depreciation Expense</td>
</tr>
<tr>
<td><strong>Golf Course Fund (503)</strong></td>
</tr>
<tr>
<td>Adjust Pro Shop Revenues</td>
</tr>
<tr>
<td><strong>($5,714,350)</strong></td>
</tr>
</tbody>
</table>

Prior Year Designation Fund Reserves | $6,869,050 |
Total Revised Estimated Revenues Inclusive of Transfers In | $118,844,000 |
## CITY OF EL SEGUNDO

### EXHIBIT A CHANGE LIST OF EXPENDITURE BUDGET REVISIONS - APPROPRIATIONS ALL FUNDS

### FISCAL YEAR 2009-2010 ADOPTED BUDGET

### FISCAL YEAR 2009-2010 BUDGET

<table>
<thead>
<tr>
<th>Account</th>
<th>Inc (Dec)</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>8208</td>
<td>4,700</td>
<td>$115,996,565</td>
</tr>
<tr>
<td>41xx; 42xx</td>
<td>(80,000)</td>
<td></td>
</tr>
<tr>
<td>42xx</td>
<td>(38,500)</td>
<td></td>
</tr>
<tr>
<td>6407</td>
<td>65,000</td>
<td></td>
</tr>
<tr>
<td>6406</td>
<td>65,000</td>
<td></td>
</tr>
<tr>
<td>42xx</td>
<td>(206,250)</td>
<td></td>
</tr>
<tr>
<td>42xx</td>
<td>(1,930)</td>
<td></td>
</tr>
<tr>
<td>4103</td>
<td>14,600</td>
<td></td>
</tr>
<tr>
<td>6214</td>
<td>4,000</td>
<td></td>
</tr>
<tr>
<td>6217</td>
<td>26,000</td>
<td></td>
</tr>
<tr>
<td>6219</td>
<td>5,100</td>
<td></td>
</tr>
<tr>
<td>6206</td>
<td>27,530</td>
<td></td>
</tr>
<tr>
<td>6283</td>
<td>3,750</td>
<td></td>
</tr>
<tr>
<td></td>
<td>($111,000)</td>
<td>$115,885,565</td>
</tr>
</tbody>
</table>

### Preliminary Budget Appropriations inclusive of Transfers Out

### ADJUSTMENTS:

#### General Fund:

**Elected Official - City Clerk**
- Adjustment to 2nd round cost savings - add back budget for publications
  - 8208 4,700

**Planning & Building Safety**
- Salary savings from early retirement
  - 41xx; 42xx (80,000)

**City Manager - IS & HR**
- Salary savings from employee retirement
  - 42xx (38,500)

**Non-Department**
- Adjust expenditures to Washington Lobbyists
  - 6407 65,000
- Adjust expenditures to LAX Master Plan Intervention
  - 6406 65,000

**Police Department**
- Salary savings from employee retirement
  - 42xx (206,250)
- Adjustment - Equipment Replacement Charges due to rounding
  - 42xx (1,930)

**Fire Department**
- Adjustment - Overtime was submitted as $42,600; most is offset by revenue
  - 4103 14,600
- Adjustment - Increase in cost of service contracts
  - 6214 4,000
- Adjustment - Mandatory Software Purchase
  - 6217 26,000
- Adjustment - To correct budgeted costs for Software Maintenance Charge and Network Charge
  - 6219 5,100

**Recreation & Parks Department**
- Adjustment for payment to South Bay Children's Health at ES High
  - 6206 27,530
- Adjustment to Commissioner's Expense
  - 6283 3,750

### Total General Fund Adjustments

**Prop A Fund (113)**
- Revision to salaries and benefits
  - 41xx 7,500
- Adjustment to properly reflect non-personnel
  - 5204 1,500
- Increase to agreement with Torrance
  - 6214 3,050

**Prop C Fund (114)**
- Increase in agreement with Redondo Beach
  - 6206 2,475
- Revision to salaries and benefits
  - 41xx 4,400

**Capital Improvement Fund (301)**
- Lighting for George Brett Field

**Water (501 Fund)**
- Adjust for Depreciation Expense
  - 6202 500,000

**Equipment Replacement Fund (601)**
- Capital Fixed Asset Charge correction
  - 81xx 1,214,750

**Liability Fund (602)**
- Central adjustment of expenditures to match revenues

**Workers' Compensation Fund**
- Adjustment to increase Professional/Technical charges per amended contract
  - 6214 9,000
- To adjust Service Charges to projections
  - 62xx 97,780

**Developer Fees Expendable Trust**
- To adjust Transfers per Transfers In/Out schedule
  - 9001 500,000

**Expendable Trust - Other**
- To adjust Transfers per Transfers In/Out schedule
  - 9001 846,000

Total Revised City Appropriations - All Other Funds inclusive of Transfers Out

<table>
<thead>
<tr>
<th></th>
<th>Inc (Dec)</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$2,988,435</td>
</tr>
</tbody>
</table>

Total Revised City Appropriations - All Funds inclusive of Transfers Out

<table>
<thead>
<tr>
<th></th>
<th>Inc (Dec)</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$2,977,435</td>
</tr>
</tbody>
</table>

22
RESOLUTION NO. __

A RESOLUTION ADOPTING THE 2009-2010 FINAL OPERATING BUDGET FOR THE CITY OF EL SEGUNDO AND ADOPTING THE 2009-2010 CAPITAL IMPROVEMENT BUDGET.

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

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

A. The City Council has reviewed the proposed final Operating Budget ("Budget") and Capital Improvement Plan ("CIP") for fiscal years 2009-2010;

B. The Budget and CIP are based upon appropriate estimates and financial planning for the City's operations, services, and capital improvements;

C. The City Council conducted public study sessions on March 9, 2009 and July 8, 2009, and a public hearing on September 1, 2009, and continued on September 15, 2009;

D. In accord with the Government Code, the El Segundo Planning Commission will determine on September 10, 2009, that the projects included in the CIP are consistent with the City's General Plan;

E. All procedural requirements for adopting the City's budget were fulfilled, and the City Council was fully informed regarding the City's current finances, projected revenue, and financial obligations; and

F. It is in the public interest for the City Council to adopt the Budget and CIP as proposed by the City Manager.

SECTION 2: ADOPTION. The Budget and the CIP attached to this Resolution, and incorporated by reference, are approved and adopted subject only to the authorizations set forth below. Such approval and adoption includes, without limitation, the Position Control Listing of Authorized Positions, Classification and Compensation Plans set forth in the Budget which recognizes new classifications and removes unused classifications.

SECTION 3: APPROPRIATIONS LIMIT.

A. Article XIIIIB of the California Constitution requires the City to set its Appropriations Limit on an annual basis;

B. The City's Appropriations Limit may be adjusted annually based upon inflation and population growth.

C. The City Council may choose the method of calculating adjustments to the City's Appropriations Limit on an annual basis. For inflation, pursuant to Article XIIIIB, § 8(e)(2), adjustments to the Appropriations Limit may be calculated using either the percentage change in per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year.
because of local nonresidential new construction. For population growth, pursuant to Government Code § 7901(b), the City may either use the percentage growth either in its jurisdiction or from the surrounding county.

D. Pursuant to Article XIII-B of the California Constitution, and those Government Code sections adopted pursuant to Article XIII-B, § 8(f), the City Council chooses to adjust the City’s Appropriations Limit by calculating inflation using the percentage change in the City’s assessment roll from the preceding year because of local nonresidential new construction and calculating population growth by using the percentage change in population in Los Angeles County.

E. As a result of the adjustments made to the City’s Appropriations Limit, the City Council sets the Appropriations Limit for fiscal year 2009-2010 at $157,976,734.

SECTION 4: BUDGET APPROPRIATIONS. Based upon the Budget, the total General Fund operating budget is $62,448,000. The City Manager, or designee, is authorized to implement the following appropriations for City Departments:

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$ 4,014,400</td>
</tr>
<tr>
<td>Non Department</td>
<td>$ 4,097,850</td>
</tr>
<tr>
<td>Communications Center</td>
<td>$ 2,337,050</td>
</tr>
<tr>
<td>Finance</td>
<td>$ 1,961,500</td>
</tr>
<tr>
<td>Fire</td>
<td>$15,706,900</td>
</tr>
<tr>
<td>Human Resources</td>
<td>$ 764,050</td>
</tr>
<tr>
<td>Library</td>
<td>$ 2,296,450</td>
</tr>
<tr>
<td>Recreation and Parks</td>
<td>$ 4,610,400</td>
</tr>
<tr>
<td>Planning and Building Safety</td>
<td>$ 3,577,850</td>
</tr>
<tr>
<td>Police</td>
<td>$16,325,720</td>
</tr>
<tr>
<td>Public Works</td>
<td>$ 6,104,830</td>
</tr>
<tr>
<td>Transfers</td>
<td>$ 651,000</td>
</tr>
</tbody>
</table>

SECTION 5: CIP APPROPRIATIONS. Based upon the CIP, a total of $2,679,000 is appropriated for Capital Improvement Projects for Fiscal Year 2009-2010. The City Manager, or designee, is authorized to implement the CIP with the following funds and amounts:

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Gas Tax, Prop 1B, Prop 42, Measure M</td>
<td>$ 485,000</td>
</tr>
<tr>
<td>Proposition “C” STPL</td>
<td>$ 620,000</td>
</tr>
<tr>
<td>General Fund</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>CDBG/TDA 3</td>
<td>$ 74,000</td>
</tr>
<tr>
<td>Water Operation</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Sewer Fund</td>
<td>$ 500,000</td>
</tr>
</tbody>
</table>

SECTION 6: MISCELLANEOUS APPROPRIATIONS. The City Manager, or designee, is authorized to implement the following miscellaneous appropriations:

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Safety</td>
<td>$ 200,000</td>
</tr>
<tr>
<td>State Gas Tax</td>
<td>$ 257,600</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Asset Forfeiture</td>
<td>$922,350</td>
</tr>
<tr>
<td>CDBG</td>
<td>$227,400</td>
</tr>
<tr>
<td>Proposition “A” Transportation</td>
<td>$374,375</td>
</tr>
<tr>
<td>Proposition “C” Transportation</td>
<td>$281,425</td>
</tr>
<tr>
<td>Residential Sound Insulation</td>
<td>$17,136,700</td>
</tr>
<tr>
<td>Air Pollution Reduction</td>
<td>$26,600</td>
</tr>
<tr>
<td>Hyperion Mitigation</td>
<td>$67,300</td>
</tr>
<tr>
<td>TDA Bikeway</td>
<td>$9,000</td>
</tr>
<tr>
<td>C.O.P.S.</td>
<td>$100,000</td>
</tr>
<tr>
<td>Capital Improvement Program</td>
<td>$2,679,000</td>
</tr>
<tr>
<td>Economic Uncertainty</td>
<td>$1,960,000</td>
</tr>
<tr>
<td>Facilities Maintenance</td>
<td>$95,000</td>
</tr>
<tr>
<td>Water Operation</td>
<td>$18,899,250</td>
</tr>
<tr>
<td>Sewer</td>
<td>$2,932,100</td>
</tr>
<tr>
<td>Golf Course</td>
<td>$2,172,450</td>
</tr>
<tr>
<td>Equipment Replacement</td>
<td>$3,185,150</td>
</tr>
<tr>
<td>Liability Insurance</td>
<td>$1,095,950</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>$2,061,350</td>
</tr>
<tr>
<td>Developer Fees Expendable Trust</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Expendable Trust – Other</td>
<td>$728,000</td>
</tr>
<tr>
<td>Outside Services</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

SECTION 7: REAPPROPRIATION. The City Manager, or designee, is authorized to reappropriate any unused appropriations for capital projects, special projects, and grant programs at the close of Fiscal Year 2008-2009 for the Budget and CIP.

SECTION 8: FUND OPERATING RESERVES. The City Manager, or designee, may appropriate any remaining revenues at the close of Fiscal Year 2008-2009 into the applicable Fund operating reserve on September 30, 2009.

SECTION 9: BUDGET ADJUSTMENTS. The Budget may be subsequently adjusted as follows:

A. By majority vote of the City Council;

B. By the City Manager, or designee, for all appropriation transfers between programs and sections within a City department and between appropriation units (e.g., salaries and benefits, services and supplies, and capital outlay) within programs;

C. By Department Directors for appropriation transfers between appropriation units within programs;

D. Objects code expenditures within appropriation units in a program are not restricted so long as funding is available in the appropriation unit as a whole.

SECTION 10: CONTRACTING AUTHORITY.

A. The City Manager, or designee, is authorized to bid and award contracts for the
equipment, supplies, and services approved in the Budget.

B. In accordance with the El Segundo Municipal Code ("ESMC"), the City Manager is authorized to execute all contracts awarded for equipment, supplies, and services approved in the Budget.

C. Notwithstanding any dollar limitation set forth in the ESMC, the City Manager is authorized to execute contracts for purchasing equipment and supplies that are individually identified in the Budget regardless of total cost. The City Manager may, but is not required to, seek additional City Council approval for transactions made pursuant to this Section.

D. For all other services, equipment, and supplies, the City Manager is authorized to execute contracts in accordance with the ESMC.

SECTION 11: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City’s original resolutions; and make a minute of the adoption of the Resolution in the City Council’s records and the minutes of this meeting.

SECTION 12: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED September 15, 2009.

________________________
Kelly McDowell, Mayor

ATTEST:

________________________
Cindy Mortesen, City Clerk

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

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

A RESOLUTION ADOPTED BY THE EL SEGUNDO CITY COUNCIL SETTING ITS APPROPRIATIONS LIMIT FOR FISCAL YEAR 2009-2010 IN ACCORDANCE WITH ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION.

BE IT RESOLVED by the Council of the City of El Segundo as follows:

SECTION 1: The City Council finds as follows:

A. Article XIIIB of the California Constitution requires the City to set its Appropriations Limit on an annual basis.

B. The City's Appropriations Limit may be adjusted annually based upon inflation and population growth.

C. The City Council may choose the method of calculating adjustments to the City's Appropriations Limit on an annual basis. For inflation, pursuant to Article XIIIB, § 8(e)(2), adjustments to the Appropriations Limit may be calculated using either the percentage change in per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year because of local nonresidential new construction. For population growth, pursuant to Government Code § 7901(b), the City may either use the percentage growth either in its jurisdiction or from the surrounding county.

D. Based upon the California Constitution and applicable law, the City's Finance Department has presented the City Council with a proposed Appropriations Limit as adjusted by the factors identified in this Resolution.

SECTION 2: Pursuant to Article XIIIB of the California Constitution, and those Government Code sections adopted pursuant to Article XIIIB, § 8(f), the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the percentage change in the City's assessment roll from the preceding year because of local nonresidential new construction and calculating population growth by using the percentage change in population in Los Angeles County.

SECTION 3: As a result of the adjustments made to the City's Appropriations Limit, the City Council sets the Appropriations Limit for fiscal year 2009-2010 at $157,976,734.

SECTION 4: The City Clerk is directed to certify the passage and adoption of this Resolution; enter same in the book of original Resolutions; and make a Minute of its adoption in the City's records and in the Minutes of the meeting when it was adopted.
SECTION 5: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 15th day of September 2009.

________________________________________
Kelly McDowell,
Mayor

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, hereby certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. _________ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the 15th day of September 2009, and the same was so passed and adopted by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

________________________________________
Cindy Mortesen,
City Clerk

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

By:

________________________________________
Karl H. Berger
Assistant City Attorney
<table>
<thead>
<tr>
<th>Fund Description</th>
<th>Amount</th>
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<tr>
<td>GENERAL FUND</td>
<td>306,535.98</td>
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<tr>
<td>TRAFFIC SAFETY FUND</td>
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<td>STATE GAS TAX FUND</td>
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<td>ASSOCIATED RECREATION ACTIVITIES FUND</td>
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<td>ASSET FORFEITURE FUND</td>
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<td>COMM. DEVELO. BLOCK GRANT</td>
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<td>PROP &quot;A&quot; TRANSPORTATION</td>
<td>600.66</td>
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<td>PROP &quot;C&quot; TRANSPORTATION</td>
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<td>TDA ARTICLE 3 - SB 921 BIKEWAY FUND</td>
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<td>FEMA</td>
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<td>C.O.P.S. FUND</td>
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<td>L.A.W.A. FUND</td>
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<td>ASSESSMENT DISTRICT #73</td>
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<td>CAPITAL IMPROVEMENT FUND</td>
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<td>INFRASTRUCTURE REPLACEMENT FUND</td>
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<td>WATER UTILITY FUND</td>
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<td>WASTEWATER FUND</td>
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<td>EXPENDABLE TRUST FUND - DEVELOPER FEES</td>
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<td>EXPENDABLE TRUST FUND - OTHER</td>
<td>33,212.42</td>
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<td>OUTSIDE SERVICES TRUST</td>
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<td><strong>TOTAL WARRANTS</strong></td>
<td><strong>$ 686,552.61</strong></td>
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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Administrative Services 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
- S = Payroll and Employee Benefit checks
- F = Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expense reimbursements, vendor refunds, contract employee services consistent with current contractual agreements, instances where prompt payment discounts can be obtained or late payment penalties can be avoided or when a situation arises that the City Manager approves.
- H = Handwritten Early Release disbursements and/or adjustments approved by the City Manager

**FINANCE DIRECTOR**

**CITY MANAGER**

**DATE:** 9/14/09

**DATE:** 9/8/09
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
08/21/09 THROUGH 09/03/09

<table>
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<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
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<tr>
<td>8/21/2009</td>
<td>State of CA EFT</td>
<td>1,148.62</td>
<td>Child support withholdings</td>
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<td>8/21/2009</td>
<td>Nationwide EFT</td>
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<td>457 payment</td>
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<td>8/21/2009</td>
<td>UBOC</td>
<td>4,642.55</td>
<td>PARS payment</td>
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<tr>
<td>8/21/2009</td>
<td>Manufacturers &amp; Traders</td>
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<td>8/26/2009</td>
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<td>Retirement payment</td>
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<td>8/26/2009</td>
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<td>Weekly claims</td>
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<td>8/26/2009</td>
<td>Lane Donovan Golf Ptr</td>
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<td>Payroll Transfer</td>
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<td>8/27/2009</td>
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<td>Employee Savings Bond</td>
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<td>8/21-9/03/09</td>
<td>Workers Comp Activity</td>
<td>31,750.34</td>
<td>SCRMA checks issued</td>
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</table>

DATE OF RATIFICATION: 9/15/09
TOTAL PAYMENTS BY WIRE: 233,660.86

Certified as to the accuracy of the wire transfers by:

Mary M. Kosco 9/3/09
Deputy City Treasurer

Deborah Mull 9/4/09
Director of Finance

[Signature] 9/8/09
City Manager

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, SEPTEMBER 1, 2009 – 6:00 P.M.

6:00 P.M. SESSION

CALL TO ORDER – Mayor McDowell at 6:00 p.m.

ROLL CALL

Mayor McDowell - Present
Mayor Pro Tem Busch - Present
Council Member Brann - Present
Council Member Fisher - Present
Council Member Jacobson - Present

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.

City Attorney Mark Hensley requested that an urgency item, which came to staff’s attention after the posting of the agenda, be added to the closed session agenda and Government Code §54956.9(b) relates to a threat of litigation not known to public in general.

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Busch, to add the emergency item to the closed session agenda. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:
The City Council moved 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(a) -0- matter

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -0- potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): - 0- matters

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -0 matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): - 1- matter
Property: 2161 El Segundo Blvd., El Segundo
Agency Negotiator: Jack Wayt (City Manager), Bill Crowe, (Assistant City Manager)
Negotiating Party: PFK Enterprises, Inc.
Under Negotiation: Proposal to lease or purchase City-owned property

SPECIAL MATTERS: - 0- matter

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, SEPTEMBER 1, 2009 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor McDowell

INVOCATION – Pastor John Svendsen, First Baptist Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Eric Busch

PRESENTATIONS

ROLL CALL

Mayor McDowell - Present
Mayor Pro Tem Busch - Present
Council Member Brann - Present
Council Member Fisher - Present
Council Member Jacobson - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

Samantha Connell, Tree Muskateers, spoke regarding a grant received by Cal Trans for a residential tree enhancement grant.

Liz Garnholz, resident, spoke regarding the budget deficit, agenda Item 11 ground water lease, and agenda Item 4 the CalPERS Amendment.

Gifford Rodine, resident, spoke regarding the City's CalPERS rates and CalPERS funding.

A. PROCEDURAL MOTIONS

   Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.
MOTION by Council Member Brann, SECONDED by Council Member Jacobson 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 (Public Hearing) regarding the FY 2009-2010 Preliminary Budget and Five-Year Capital Improvement Plan including discussion and possible direction regarding all City revenues and expenditures. (Fiscal Impact: None)

Mayor McDowell stated this is the time and place hereto fixed for a Public Hearing regarding the FY 2009-2010 Preliminary Budget and Five-Year Capital Improvement Plan including discussion and possible direction regarding all City revenues and expenditures. Deputy Clerk Domann stated that proper notice was completed and no written communication had been received by City Clerk’s Office.

Deborah Cullen, Finance Director, gave a report.

Liz Garnholz, resident, asked for clarification regarding the in-kind services provided to the School District.

City Attorney Mark Hensley advised postponing discussion and/or action regarding the business license processing fee until an analysis can be done on a recent Court case ruling.

Council gave direction to staff as follows:

Regarding Transient Occupancy Tax to conduct additional research; regarding Business License Tax Indexing/Cost of Living to investigate indexing to Producer Price Index (PPI); regarding Utility Users Tax, to modernize existing Telecommunications Ordinance language and place on April 2010 General Municipal Election ballot.

Council Member Brann requested that the School District be funded at the same level as last year which would mean the addition of $150,000.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Busch to continue the Public Hearing to September 15, 2009 and schedule the budget adoption for the September 15, 2009 meeting. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

2. Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment for a proposed Negative Declaration; and 2) a General Plan Amendment for the City’s Housing Element Update for the 8 ½ year, planning period extending from January 2006 to June 2014. Applicant: City of El Segundo (Fiscal Impact: None)
Mayor McDowell stated this is the time and place hereto fixed for a Public Hearing to receive testimony regarding: 1) an Environmental Assessment for a proposed Negative Declaration; and 2) a General Plan Amendment for the City's Housing Element Update for the 8 ½ year, planning period extending from January 2006 to June 2014. Applicant: City of El Segundo. Deputy Clerk Domann stated that proper notice was completed and no written communication had been received by City Clerk's Office.

Greg Carpenter, Planning and Building Safety Director, introduced Dean Sherer of Willdan, who gave a presentation.

Liz Garnholz, resident, spoke regarding second units in Residential Zones.

MOTION by Mayor Pro Tem Busch, SECONCED by Council Member Fisher to close the Public Hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MOTION by Council Member Fisher, SECONCED by Mayor McDowell to adopt Resolution No. 4611 approving a Negative Declaration for Environmental Assessment No. EA 722, and adopt General Plan Amendment No. 08-01 (The 2006-2014 Housing Element) amending the Housing Element of the General Plan. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

3. Open a public hearing and receive testimony to consider and possibly act, regarding: 1) an Environmental Assessment of Environmental Impacts for a proposed Mitigated Negative Declaration and Addendum; 2) a General Plan Amendment to change the Land Use Designation from General Commercial to Corporate Office; 3) a Zone Change from the General Commercial (C-3) Zone to the Corporate Office (CO) Zone; and 4) an off-site parking covenant for 283 parking spaces, to allow the conversion of warehouse and storage uses into office uses and a building addition of 40,791 square feet of office uses for a maximum of 205,284 square feet of development on the site located at 900, 950, 960 Sepulveda Boulevard and 901 and 915 Selby Street. Applicant: The Boeing Company (Fiscal Impact: None)

Mayor McDowell stated this is the time and place hereto fixed for a Public Hearing to receive testimony to consider and possibly act, regarding: 1) an Environmental Assessment of Environmental Impacts for a proposed Mitigated Negative Declaration and Addendum; 2) a General Plan Amendment to change the Land Use Designation from General Commercial to Corporate Office; 3) a Zone Change from the General Commercial (C-3) Zone to the Corporate Office (CO) Zone; and 4) an off-site parking covenant for 283 parking spaces, to allow the conversion of warehouse and storage uses into office uses and a building addition of 40,791 square feet of office uses for a maximum of 205,284 square feet of development on the site located at 900, 950, 960 Sepulveda Boulevard and 901 and 915 Selby Street. Applicant: The Boeing Company (Fiscal Impact: None). Deputy Clerk Domann stated that proper notice was completed and no written communication had been received by City Clerk's Office.
Greg Carpenter, Planning and Building Safety Director, gave a report.

Robert Ohls, Boeing Co., spoke regarding the project.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Busch to close the Public Hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Council Member Jacobson requested that an item be placed on the next agenda regarding the re-zoning, from General/Commercial to Corporate/Office of 1916 E. Imperial Highway, adjacent to the Boeing property.

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Brann to adopt Resolution No. 4612 approving a Mitigated Negative Declaration and Addendum for Environmental Assessment No. 819, General Plan Amendment No. 08-02, Zone Change No. 08-01 and Parking Covenant (Miscellaneous No. 09-02) for the Boeing Selby Block Project (900, 950 and 960 Sepulveda and 901 and 915 Selby Street. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Mark Hensley, City Attorney, read by title only:

ORDINANCE NO. 1432

AN ORDINANCE APPROVING ZONE CHANGE NO. 08-01 FOR THE BOEING SELBY BLOCK PROJECT (900, 950 AND 960 SEPULVEDA AND 901 SELBY STREET).

Mayor Pro Tem Busch introduced the Ordinance.

Second reading and adoption scheduled for September 15, 2009.

C. UNFINISHED BUSINESS

4. Consideration and possible action regarding the Adoption of Ordinance No.1431 to approve an Amendment to the Contract between the Board of Administration of the California Public Employees' Retirement System (CalPERS) and the El Segundo City Council providing Section 20903 (Two Years Additional Service Credit) for the City's Local Miscellaneous (Non-Safety) Members, with the exception of Department Directors, Assistant City Manager and City Manager. (Fiscal Impact: 1) Estimated increase in the City's PERS miscellaneous employer rate of 0.327% and an estimated annual cost increase in FY 2011-2012 of $50,235; 2) Salary savings based on the number of employees retiring during the Designated Retirement Period, less the $5,000 payment for entering into a Date-Certain Retirement Separation Agreement.)

Bob Hyland, Human Resources Director, gave a report.

Mark Hensley, City Attorney, read by title only:
ORDINANCE NO. 1431

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

Motion by Council Member Brann, SECONDED by Council Member Fisher to adopt Ordinance No. 1431 authorizing an amendment to the contract between the City Council of the City of El Segundo and the Board of Administration of the California Public Employees' Retirement System. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER JACOBSON ABSTAINED.

5. Consideration and possible action regarding an application for a special permit (Applicant - Chekesha Palmer, a sole proprietor) to sell ice cream and miscellaneous packaged snacks from a vehicle. (Fiscal Impact: $0)

MOTION, by Mayor Pro Tem Busch, SECONDED by Mayor McDowell to approve issuance of a business license to Chekesha Palmer, a sole proprietor, to sell ice cream and miscellaneous packaged snacks from a vehicle. MOTION PASSED BY THE FOLLOWING VOICE VOTE: AYES: MAYOR MCDOWELL, MAYOR PRO BUSCH, COUNCIL MEMBERS FISHER AND JACOBSON; NOES: COUNCIL MEMBER BRANN. 4/1

6. Consideration and possible action to review the water rate study, direct staff to commence the Proposition 218 protest procedures regarding potential increases to the City's water rates for FY 2009-2010 through FY 2014-2015 and set a public hearing to consider an ordinance increasing water rates and fees. (Fiscal Impact: $20,000 for ballot mailing, Potential Fiscal Impact = Approximately $3,640,000 loss in water revenue in FY 2009-2010)

Dana Greenwood, Public Works Director, gave a report,

Zeki Kayiran, AKM Consulting, gave a presentation.

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Jacobson to direct staff to implement the Proposition 218 protest ballot procedures for proposed potable water rate increases as presented in OPTION 1 and revise the Proposed Water Rate Notification Letter, paragraph five, second sentence by deleting the wording "by property owners" and revise the ballot by eliminating the check box, add under the ballot title "MUST BE COMPLETED IN FULL TO BE COUNTED," and revise the voter statement to read "I own the property and/or am a water customer at..." MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

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SEPTEMBER 1, 2009
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MOTION by Mayor McDowell, SECONDED by Council Member Brann to adopt Resolution No. 4613 establishing procedures for mailing, handling and counting Proposition 218 protest ballots and set Public Hearing for November 4, 2009 for Council consideration of the proposed water rate increases. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

7. Consideration and possible action to introduce and waive first reading of an ordinance adding a new Chapter 10-5 to the El Segundo Municipal Code ("ESMC") regulating water conservation methods and amending ESMC §§ 1-2A-1, 1-2A-2, and 1-2A-3 to enforce Chapter 10-5 with administrative citations. (Fiscal Impact: None)

Mark Hensley, City Attorney, gave a report.

The following revisions were recommended:

Section 10-5-7 A.1. was amended to read: Use of mechanical automatic car wash facilities utilizing water recycling equipment or utilizing recycled water.

Section 10-5-22 E was removed.

Plumbing breaks to be fixed within 48 hours not 72 hours.

Mark Hensley, City Attorney, read by title only:

ORDINANCE NO. 1433

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA, AMENDING CHAPTER 2.10 TO THE CITY OF EL SEGUNDO MUNICIPAL CODE REGARDING POLICIES FOR WATER CONSERVATION

Mayor Pro Tem Busch introduced the Ordinance as amended. Second reading and adoption is scheduled for September 15, 2009.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

Deputy City Clerk Domann requested Consent Agenda Item 17 be approved with the deletion of one document, Contract No. 2068, from the destruction listing. All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.
8. Approved Warrant Numbers 2573245 to 2573483 on Register No. 22 in the total amount of $1,176,002.19 and Wire Transfers from 08/07/09 through 8/20/09 in the total amount of $2,358,545.02. Ratified: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


10. Awarded three year Contract No. 3981 to the lowest responsible bidder, Johnson Controls, for a Heating, Ventilation and Air Conditioning (HVAC) 100% coverage maintenance contract for City buildings and additional repair services as required. RFP No. 09-13. (Fiscal Impact: Year 1 = $118,140; Year 2 = $60,400; Year 3 = $62,212). Authorized the City Manager to execute a Maintenance Agreement in a form as approved by the City Attorney and to extend the contract for up to three additional years upon mutual consent of the contractor and City.

11. PULLED FOR DISCUSSION BY MAYOR MCDOWELL

12. Accepted the work as complete for the installation of new carpets at the El Segundo Police Department (348 Main Street). Project No.: PW 09-02 (Fiscal Impact: $76,124.91) Authorized the City Clerk to file a Notice of Completion in the County Recorder’s Office.

13. Awarded Public Works Contract No. 3983 to Pavement Coatings Company for the slurry sealing of the streets in the area bounded by Sheldon Street, Mariposa and Imperial Avenues and Sepulveda Boulevard.: Project No.: PW 09-10 (Fiscal Impact: $199,987.00) Authorized the City Manager to execute a Standard Public Works Contract in a form as approved by the City Attorney with Pavement Coatings Company, in the amount of $199,987.00.

14. Awarded Public Works Contract No. 3984 to CJ Concrete Construction, Inc., for the 2008-2009 annual contract for curb, gutter, handicap ramps, sidewalk and other minor improvements at various locations citywide. Approved Capital Improvement Program. Project No.: PW 09-08, CDBG Project No. 601209-09 (Fiscal Impact: $158,863.00). Authorized the City Manager to execute a Standard Public Works Contract in a form as approved by the City Attorney with CJ Concrete Construction, Inc., in the amount of $158,863.00.

15. PULLED FOR DISCUSSION BY STAFF

16. PULLED FOR DISCUSSION BY COUNCIL MEMBER JACOBSON

17. Adopted Resolution No. 4614 authorizing the annual destruction of identified records in accordance with the provisions of Section 34090 of the Government Code of the State of California. (Fiscal Impact: Not to exceed $1,000)
MOTION by Council Member, SECONDED by Council Member to approve Consent Agenda items 8, 9, 10, 12, 13, 14, and 17. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA

11. Consideration and possible action regarding the Awarded of a Lease of 1051 acre feet of ground water rights to the City of Manhattan Beach. (Fiscal Impact: $105,100 Revenue to the Water Fund)

MOTION by Mayor McDowell, SECONDED by Council Member Jacobson to award Lease No. 3982 of 1051 acre feet of ground water rights to the City of Manhattan Beach. (Fiscal Impact: $105,100 Revenue to the Water Fund) Authorized the Mayor to execute Lease Agreement No. with the City of Manhattan Beach in a form approved by the City Attorney. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

15. Consideration and possible action to award of contract to Professional Building Contractors, Inc. for construction related to Group 38 (26 homes) of the City’s Residential Sound Insulation Program. (RSI 09-16) (Fiscal impact: $839,531)

Council consensus to accept staff recommendation and reject all bids and rebid the project.

16. Consideration and possible action to waive City fees and costs in accordance with ESMC § 8-8-7 D 1, for the 33rd Annual Richmond Street Fair; use of the City’s ligature artwork for event-related promotional merchandise; authorize the City Manager to execute a License Agreement with the El Segundo Kiwanis in a form approved by the City Attorney; operation of a “Beer Garden,” and support of a CalTrans permit application for installation of an event banner across Sepulveda Blvd. (Fiscal Impact: $3,118)

MOTION by Mayor Pro Tem Busch, SECONDED by Council Member Fisher to waive City fees and costs in accordance with ESMC § 8-8-7 D 1, for the 33rd Annual Richmond Street Fair; use of the City’s ligature artwork for event-related promotional merchandise; authorize the City Manager to execute License Agreement No. 3986 with the El Segundo Kiwanis in a form approved by the City Attorney; operation of a “Beer Garden,” and support of a CalTrans permit application for installation of an event banner across Sepulveda Blvd. at no cost to the City. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER JACOBSON ABSTAINING.

F. NEW BUSINESS
G. REPORTS – CITY MANAGER -NONE
H. REPORTS – CITY ATTORNEY -NONE
I. REPORTS – CITY CLERK - NONE

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J. REPORTS – CITY TREASURER - NONE

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann – Completed the tours for City Departments. Will be holding office hours for meeting with the public.

Council Member Fisher – NONE

Council Member Jacobson – NONE

Mayor Pro Tem Busch – Reported that on Monday he attended the first processing of recruits at the MEPS Station.

Mayor McDowell – Congratulated ComDev USA on their new United States headquarters in El Segundo.

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Rod Spackman, Manager of Government and Public Affairs at Chevron, spoke regarding the proposed water rate increases.

MEMORIALS – Pam Roach, former City Employee.

CLOSED SESSION – NONE

ADJOURNMENT at 9:50 p.m.

_________________________
Cathy Domann
Deputy City Clerk
AGENDA DESCRIPTION:

Consideration and possible action regarding approval of ongoing service agreements, amendments and issuance of blanket purchase orders for Fiscal Year 2009/2010 in excess of $25,000 for the City Manager's Office. (Fiscal Impact: $167,100)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute a contract amendment and/or purchase order with Tyler Technologies for maintenance of the existing Eden finance system, as approved to form by the City Attorney, not to exceed $27,100.

2. Authorize the City Manager to execute a contract amendment and/or purchase order with Shannon David, Inc. for professional services with the City's business recruitment and marketing, program, as approved to form by the City Attorney, not to exceed $140,000.

3. Alternatively discuss and take other action related to these items.

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $167,000
Additional Appropriation: N/A
Account Number(s): 001-400-2505-6217; 001-400-2901-6244; 001-400-2101-6201; 001-400-2101-6214

ORIGINATED BY: Bill Crowe, Assistant City Manager

REVIEWED BY:
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

1. Tyler Technologies Eden Financial Management System – The City utilizes Tyler Technologies financial software to manage the City’s General Ledger, Accounts Receivable, Accounts Payable, Payroll, and Human Resources. This item is for annual licensing, maintenance, and support of these systems. The total cost will not exceed $27,100.

2. Shannon David, Inc. – The City utilizes marketing and media services to promote business attraction, retention, and expansion. The incumbent professional consultant, Shannon David, provides creative services that establish and grow the City’s business-friendly brand, generate relocation inquiries and interest in the City, and increase general
awareness about the City’s economic development services. Total cost not to exceed $140,000.
AGENDA DESCRIPTION:
Consideration and possible action to waive the formal bidding process pursuant to the El Segundo Municipal Code Section §1-7-10 and authorize the Fire Department to piggy back on a City of Orange Fire Department contract #78E45 for the purchase of a replacement fire engine from Seagrave Fire Apparatus, LLC. (Fiscal Impact: $566,421)

RECOMMENDED COUNCIL ACTION:
1) Pursuant to El Segundo Municipal Code §1-7-10, waive the formal bidding process and authorize the Fire Department to piggy back on a City of Orange Fire Department contract #78E45 for the purchase of a replacement fire engine from Seagrave Fire Apparatus, LLC;

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

ATTACHED SUPPORTING DOCUMENTS:
Price Quote from Seagrave

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$566,421</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>No</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>601-400-3202-8105: Unit 3346-$516,184 and Unit 3316-$50,237</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Kevin S. Smith, Fire Chief
REVIEWED BY: Kevin S. Smith, Fire Chief
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
The El Segundo Fire Department apparatus fleet currently consists of three (3) fire engines and one (1) aerial ladder truck in front line service with two (2) fire engines in reserve to replace any of the front line units when they are out for maintenance, repair, or mutual aid assignments.

The reserve fire engine, Engine 35, was placed in service in 1985. This engine has exceeded its expected service life of twenty (20) years and is need of replacement. The Fire Department recommends a piggy back purchase of a new Seagrave fire engine. The new engine would replace our current Engine 32 which was purchased in 1993. The current Engine 32 would then replace Engine 35 as a reserve fire engine. This purchase will serve to enhance the overall reliability of our entire apparatus fleet. The enhanced reliability of our apparatus fleet will ensure that we are able to maintain normal service capabilities more consistently and reduce reliance on other fire agencies to provide loaner fire apparatus. The new fire engine purchase will be funded through existing equipment replacement funds of $566,421 currently designated for Engine 32 (Unit 3346) and $50,237 currently designated for replacement of the USAR Truck (Unit 3316).
September 8, 2009

El Segundo Fire Department
314 Main Street
El Segundo, CA 90245
Captain Tony Tarango

Re: Seagrave Pumper Pricing

Captain Tarango, California Seagrave offers the following Pumper pricing and specifications proposal to the City of El Segundo Fire Department. Pricing includes three (3) factory inspection trips, delivery to the El Segundo Fire Department, Vehicle Familiarization Training, and option for the Foam Pro 2002 A/B foam system and a 50 gallon foam tank.

Pricing is as follows to be paid on delivery and acceptance at ESFD:

One (1) Seagrave Triple Combination Pumper mounted on a Seagrave Marauder II Chassis with a FoamPro 2002 A/B for the purchase price. $516,101.00
Sales Tax (9.75%) $50,320.00
Total Contract Price $566,421.00

We hope these specifications meets to your satisfaction and we look forward to working with you and your department on this purchase.

Please call me at 626 924-4499 or 626 893-9589 (cell) for any additional information

Sincerely,

Manny Perez
Sales Representative, California Seagrave
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

MEETING DATE: September 15, 2009
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding approval to issue blanket purchase orders for FY 09-10 in excess of $25,000 for the Fire Department. (Fiscal Impact: $59,000)

RECOMMENDED COUNCIL ACTION:
1. Authorize the El Segundo Fire Department to waive the bidding process per El Segundo Municipal Code §1-7-10 to purchase medical and pharmaceutical supplies, and piggyback on the City of Berkeley's Bound Tree Medical, Inc. (“Bound Tree”) Bid #09-10348-C, and authorize issuance of a blanket purchase order to Bound Tree for FY 2009-2010 for medical and pharmaceutical supplies;
2. Authorize the issuance of a blanket purchase order for FY 09-10 to UCLA Center for Pre-Hospital Care for continuing education, defibrillation training and AED program oversight;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$27,000 (Bound Tree), $31,000 (UCLA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>No</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>001-400-3203-5204 (Bound Tree)</td>
</tr>
<tr>
<td></td>
<td>001-400-3202-6223 and 001-400-3202-6214 (UCLA)</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Hal Nixt, Paramedic Coordinator
REVIEWED BY: Kevin S. Smith, Fire Chief
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

Bound Tree Medical, Inc.

The El Segundo Fire Department has been purchasing and storing paramedic medical supplies since 1998 as mandated by the County of Los Angeles, Emergency Medical Services Agency.

For seven years, the Fire Department utilized Bound Tree for paramedic medical supplies through a piggyback on an existing competitively bid award. In 2005, staff recommended a change in vendors due to supply availability issues and billing problems. Since that time, Bound Tree has significantly improved its service and has streamlined their ordering process which is integrated with the Department’s internal process. In addition to favorable pricing and timely deliveries, Bound Tree has since expanded their inventory and offers a full range of pharmaceutical supplies which allows the Fire Department to consolidate these types of
purchases and receive better pricing with a single vendor.

The El Segundo Fire Department recommends that the City Council waive the formal bidding process per El Segundo Municipal Code §1-7-10 to purchase medical and pharmaceutical supplies, and piggyback on the formal, competitive bid used by the City of Berkeley.

UCLA

The UCLA Center for Pre-Hospital Care provides education services to the El Segundo Fire Department, through continuing educational services by Evelyn Riley, M.Ed., R.N., M.I.C.N., who has worked with the department for over 12 years. Ms. Riley conducts continuing education with staff in pre-hospital and emergency medicine to maintain certification and licensure as EMT-Basic or EMT-Paramedic (collectively referred to as “CE” Programs”), primary education to obtain licensure as an EMT-Defibrillation (“EMT-D”) Provider, and provide quality improvement services to maintain or enhance the quality of patient care (referred to as “QI Services”).

The Fire Department also has automatic external defibrillators (AEDs) in service which require that personnel who operate this equipment must be trained and certified as Emergency Medical Technician-Defibrillation (EMT-D). In addition, the citywide AED program requires employee training and oversight, and these fees have been absorbed into the existing Fire Department fees.

The El Segundo Fire Department recommends the authorization of a blanket purchase order to the UCLA Center for Pre-Hospital Care for FY 09-10 to enable the Fire Department to continue to receive the services provided by UCLA.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: September 15, 2009
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action regarding approval of ongoing service agreements and blanket purchase orders for FY 2009-2010 in excess of $25,000 and possible action to waive the formal bidding process and authorize the continued purchase of gasoline and diesel fuel for City vehicles and equipment through the use of spot market purchasing for the Public Works Department (Fiscal Impact: $421,000)

RECOMMENDED COUNCIL ACTION:

(1) 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 $321,000.

(2) Authorize the issuance of a blanket purchase order to Metron Farnier & Actaris in an amount not to exceed $50,000 for the purchase of single jet water meters for the City’s water system.

(3) Authorize the issuance of a blanket purchase order to Blue Diamond Materials, a division of Sully Miller Contracting Company in an amount not to exceed $50,000 for the purchase of asphalt paving materials for Street Maintenance Division projects.

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

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$421,000</th>
</tr>
</thead>
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<td>Additional Appropriation:</td>
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<tr>
<td>Account Number(s):</td>
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</tr>
</tbody>
</table>

ORIGINATED BY: Ron Fajardo, General Services Manager
REVIEWED BY: Dana Greenwood, Director of Public Works
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

1. Fuel for City Vehicles and Equipment
   001-102-0000-0801 ($321,000)
It is estimated that City vehicles and equipment will consume 68,000 gallons of gasoline and 16,000 gallons of diesel fuel in Fiscal Year 2008-2009 at a cost of approximately $270,000. This amount is lower than the amount spent in the previous year and is attributed to the significant drop in fuel prices. Due to the strong possibility of price increases in the next fiscal year, the City is budgeting $321,000 for Fiscal Year 2009-2010.

Generally, fuel is purchased either through spot market purchases or long-term contracts. Spot purchasing consists of shopping around each time fuel is needed and purchasing fuel from the lowest priced vendor. This type of purchasing usually occurs when the fuel market is volatile as it has been for the last three years. During periods of stability, agencies enter into long-term fuel contracts. Pricing under long-term contacts is tied to a published fuel price baseline plus a markup. The recent volatility in the market has forced vendors to significantly raise this markup, making long-term contracts unattractive. Under the City’s last long-term contract through Los Angeles Metropolitan Public Purchasing Agents’ Cooperative (LAMPPAC), there was virtually no markup. When that contract expired in September 2005, the fuel market was quite volatile and City Council authorized staff to purchase gasoline and diesel fuel through the use of spot market purchases.

Many agencies including Cities of Manhattan Beach, Redondo Beach and Hawthorne have opted to purchase fuel through spot purchases in lieu of entering into long-term contracts since the expiration of the LAMPPAC contact. Staff continuously monitors long-term contracts available in the industry. When the terms of long-term contracts improve such that the price is a few cents over the market baseline, staff will again recommend entering into a long-term fuel contract.

Pursuant to El Segundo Municipal Code (ESMC) § 1-7-10, relating to purchases and supplies, the City Council may at any time, by a majority vote and without amending the ESMC, waive purchasing procedures or alter proceedings to fit a specific purchase, when the waiver is not in violation of State law. Spot purchasing is the sort of modified purchasing arrangement that requires such a waiver by Council. It is possible that the total of purchases from any one vendor may exceed $25,000; therefore, Council approval of spot purchasing is requested.

2. Water Meters – Metron Farnier & Actaris

501-400-7201-5207 ($50,000)

The City's water distribution system includes approximately 250 large commercial compound water meters three to eight inches in diameter. As large meters age, they become less accurate and tend to register water usage that is below actual consumption. It is common in the water industry to replace older large meters as they are typically the greatest source of unbilled water or lost water. When meters are replaced, the Water Division installs single jet water meters rather than compound water meters. The single jet meters provide increased metering accuracy, excellent low flow registration, and less maintenance part. The cost to replace each meter ranges from $2,000 to $5,000, dependent upon size.

Staff plans to continue replacing meters in FY 2009-2010 and recommends continuing to purchase meters from Metron Farnier & Actaris, the only two vendors that supply this type of meter, in an amount not to exceed $50,000.
3. Asphalt Paving Materials – Blue Diamond Materials
001-400-4202-5204 ($50,000)

The Street Maintenance Division repairs approximately 50,000 square feet of pavement annually. Pavement repair work includes potholes, pavement failures, repairs from tree root damage and utility cuts, general street repairs throughout the City and preparation for slurry seal projects. Through the Fiscal Year 2009-2010 budget process, $50,000 was budgeted for the annual expenditure of asphalt paving materials.

Street Maintenance Division personnel drive a City dump truck to retrieve asphalt paving materials. There are three local vendors that supply the materials.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Miles from City</th>
<th>C-2 Asphalt Concrete/Ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>All American Asphalt</td>
<td>Westminster</td>
<td>27</td>
<td>$88.36</td>
</tr>
<tr>
<td>Blue Diamond Materials</td>
<td>Inglewood &amp; Southgate</td>
<td>5 &amp; 17</td>
<td>$69.00</td>
</tr>
<tr>
<td>Vulcan Materials</td>
<td>Los Angeles</td>
<td>19</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

Pricing for asphalt paving materials is variable and dependent upon the oil and aggregate market. The pricing for asphalt concrete in the table above was based on a spot market quote on August 10, 2009.

Staff recommends continuing the purchase or asphalt paving materials from Blue Diamond Materials, on a single-source basis, in an amount not to exceed $50,000 for the following reasons:

1. Closer proximity to City reduces staff driving time, fuel and liability
2. Availability of materials – two locations
3. Lower overall cost when factoring in travel time costs and staff downtime
4. Reduced temperature loss from being transported shorter distances

At this time, Blue Diamond Materials is the more reasonable choice based upon pricing, proximity and availability. Staff will continue to monitor asphalt concrete prices and return to Council if a change in vendors is warranted.
AGENDA DESCRIPTION:
Consideration and possible action regarding the annual renewal of the Library Department's blanket purchase orders over $25,000. Those include Baker & Taylor Information Services and Innovative Interfaces, Inc.

(Fiscal Impact: $121,000)

RECOMMENDED COUNCIL ACTION:
(1) Authorize the City Manager to extend ongoing service agreements with Baker & Taylor Information Services for supplying books and other library materials, and issuance of blanket purchase order not to exceed $91,000;
(2) Authorize the City Manager to amend/extend contract #2235 to Innovative Interfaces, Inc., for library computer network system maintenance and issuance of blanket purchase order not to exceed $30,000;
(5) Alternatively, discuss and take other action related to these items.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: Proposed Budget 2009/2010
Amount Budgeted: $208,000
Additional Appropriation: N/A
Account Number(s): 6103-5505;6103-5507;6104-5501;6104-6215

ORIGINATED BY: Debra Brighton, Library Services Director
REVIEWED BY: Debra Brighton, Library Services Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
The following vendors each require blanket purchase orders which exceed $25,000:

(1) Baker and Taylor, the Library’s leading supplier of books, music, books on CD, DVD’s and other items, offers substantial savings up to 45% under retail cost. Appropriations are being requested for the following accounts:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Materials</td>
<td>$64,000</td>
</tr>
<tr>
<td>Youth Materials</td>
<td>$24,000</td>
</tr>
<tr>
<td>School Library Materials</td>
<td>$3,000</td>
</tr>
<tr>
<td>Total</td>
<td>$91,000</td>
</tr>
</tbody>
</table>
(2) Innovative Interfaces Inc. provides maintenance of the Library’s online network system for cataloging, circulation, patron access to materials, archive collections and administrative functions in the amount of $30,000.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action regarding approval of ongoing service agreements and amendments and issuance of Blanket Purchase Orders for FY 2009-10 in excess of $25,000 for the Human Resources Department. (Fiscal Impact: $115,000)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to amend/extend Contract #3907, for ongoing service agreements, as approved by the City Attorney with U.S. Healthworks Medical group, for pre-employment physical examinations and protocols for the El Segundo Police Department (not to exceed $15,000), and occupational injury and illness services and related medical testing (not to exceed $30,000), and issuance of a Blanket Purchase Order, with a combined total not to exceed $45,000;
2. Authorize the City Manager to amend/extend Contract #3912, for ongoing service agreements, as approved by the City Attorney with Westchester Medical Group/Center for Heart and Health for employee's Fitness for Duty Examinations (not to exceed $60,000) and Executive Physical examinations (not to exceed $10,000), and issuance of a Blanket Purchase Order, with the combined total not to exceed $70,000;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None.

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$115,000</th>
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<td>Additional Appropriation:</td>
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<td>Account Number(s):</td>
<td>001-400-2506-6214 and 001-400-2331-6214</td>
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</tbody>
</table>

ORIGINATED BY: Lorraine Ward, Human Resources Analyst
REVIEWED BY: Bob Hyland, Director of Human Resources
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

1. US HealthWorks

U.S. HealthWorks, a national provider of occupational medical healthcare, is the largest provider of workers’ compensation/occupational medical services in the state of California and has over thirty facilities in Southern California including its El Segundo Facility, located at 390 N. Sepulveda Blvd., Suite 1000. U.S. HealthWorks provides an extremely
cost effective method of delivery of pre-employment and occupational medical services, with a lower average case cost than other occupational medical providers. Other advantages of utilizing U.S. HealthWorks include:

a) Initial injury treatment and regulated drug testing services are available 24 hours a day, 7 days a week.
b) Provides cost effective appointments for pre-employment physicals, drug screens and follow-up injury treatments.
c) Its location in El Segundo provides direct, easy access for our employees and its numerous Southern California facilities allows additional treatment options for our geographically dispersed employees.
d) The El Segundo facility has both an on-site multi-specialty department (including orthopedics and neurology) and a Physical Therapy Department open Monday through Friday, 8:00 a.m. – 5:00 p.m.
e) Parking is convenient, plentiful, and validated.
f) If needed, U.S. HealthWorks provides free door-to-door transportation for employee’s first injuries, at no charge.

This will be the City’s fourth year with U.S. HealthWorks. In addition to successfully implementing the City’s new pre-employment drug testing and medical examination protocols, U.S. HealthWorks has provided a variety of medical protocols and services for El Segundo Police Department arrestees and coordinated the establishment of a Hepatitis A and B Vaccination Program for our aquatics and wastewater staff.

The total cost for the year is not to exceed $45,000 ($15,000 for pre-employment medical services and protocols for the El Segundo Police Department and $30,000 for occupational injury and illness services.)

2. Westchester Medical Group/ Center for Heart and Health

The City has a longstanding relationship with Westchester Medical Group/Center for Heart and Health to provide annual safety employees fitness for duty and executive physical examinations. This long standing physical examination program continues to meet or exceed staff’s expectations. Westchester Medical Group/Center for Heart and Health is also distinguished by their extensive involvement with public sector clients. Together, with its June 2006 relocation from Los Angeles to El Segundo (360 N. Sepulveda Blvd., Suite 3000) and the significant expansion of its medical facility, the company has increased its accessibility and level of service to our employees. Westchester Medical Group/Center for Heart and Health also expanded its services last year by incorporating a respirator certification component to the Fitness for Duty Examinations.

The annual employee Fitness for Duty Examinations are not to exceed $60,000 and Executive Physical Examinations are not to exceed $10,000, with a combined total not to exceed $70,000.
AGENDA DESCRIPTION:
Consideration and possible action regarding the adoption of two Resolutions providing for the implementation of job classification and salary range changes in the Fiscal Year 2009-2010 Operating Budget (Fiscal Impact: $54,000)

RECOMMENDED COUNCIL ACTION:
1. Adopt the Resolution establishing Basic Monthly Salary Ranges for the job classifications of Community Cable Program Manager, Principal Engineer, Residential Sound Insulation Manager, Senior Network Assistant;
2. Adopt the Resolution establishing new Hourly Pay Rates for the City's unrepresented, Part-time, Temporary job classifications;
3. Approve the proposed Class Specifications for the job classifications of Network Assistant, Principal Engineer, Senior Network Assistant, and Senior Video Technician II.
4. Approve the Examination Plan for Senior Network Assistant.
5. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution establishing Basic Monthly Salary Ranges for Full-Time, Permanent status job classifications;
2. Resolution establishing new Hourly Rate Pay Rates for the City's unrepresented, Part-time, Temporary job classifications; and
3. Proposed Class Specifications.

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $ N/A
Additional Appropriation: N/A
Account Number(s): Various

ORIGINATED BY: Martha A. Dijkstra, Human Resources Manager
REVIEWED BY: Bob Hyland, Director of Human Resources
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION
On July 8, 2009, at the Strategic Planning Session, Council provided direction to staff to move forward with the various classification and salary changes referenced in this Agenda item.
Adoption of the Resolution establishing Basic Monthly Salary Ranges and approval of the Class Specifications is necessary in order to implement the approved organizational and administrative changes.

Adoption of the Resolution establishing new Hourly Pay Rates for the City's unrepresented, Part-Time, Temporary Job Classifications will provide for a two percent (2%) increase in existing hourly pay rates, and is intended to allow us to continue to attract and retain qualified Part-Time employees.

A. Job Classification and Salary Range Changes in the FY 2009-2010 Operating Budget

Community Cable Program Manager

This position is responsible for planning, directing and managing the operations of the City's cable television channels and managing the City's community cable television franchise agreement. The position supervises staff, serves as a liaison to the City and Cable TV Advisory Committee and provides support to City departments and community organizations. Based on the scope and level of responsibility, staff recommends the position be placed in the Management/Confidential employee group.

Principal Engineer

The Principal Engineer directs a major function of the Engineering Department, is responsible for supervising and evaluating the work of professional, paraprofessional and technical engineering staff, and acts on behalf of the Public Works Director when required. Based on the scope and level of duties and responsibilities, staff recommends the position be placed in the Management/Confidential employee group. The class specification was slightly modified to more accurately reflect assigned duties and responsibilities.

Residential Sound Insulation Manager

This position manages the City's Residential Sound Insulation (RSI) Program. Responsibilities include managing all aspects of the Program including structuring, planning, and accounting; administering contract and grant-funded program activities; serving as City representative, coordinator and facilitator with outside agencies and organizations, members of the public, external consultants and contractors; providing public and media relations for programs and advisory committees; and acting on behalf of the Department Director when required. Based on the scope and level of duties and responsibilities, staff recommends the position be placed in the Management/Confidential employee group.

Senior Network Assistant

The new position of Senior Network Assistant is distinguished from the existing class of Network Assistant in that it is responsible for performing higher level computer support technician duties and resolving problems of a more complex nature. This position will require additional years of knowledge and experience and possession of additional certifications (or equivalent experience). A slight modification was made to the current Network Assistant class specification to further distinguish the levels.
Senior Video Technician II (part-time)

This newly created hourly part-time position will provide the Cable Division with higher skilled video production expertise. This position will perform all aspects of live, taped, and remote Community Cable television production and operation duties; be required to produce, write and coordinate the Division's programming and operations; work with elected officials, City departments, and the public for special programming needs or requests; and oversee certain cable operations in the absence of higher level staff.

B. Examination Plans

Senior Network Assistant
- Written Examination
- Structured Technical
  and Career Preparation Interview

Open-Competitive or Promotional
Pass/Fail
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 1962.

For departments other than Police and Fire, the plan may consist of any one or combination of the following techniques:
1. Written;
2. Oral;
3. Demonstration; and
4. Any evaluation of education, experience, or skills or physical fitness, which fairly evaluate the relative capacities of the applicants.

Police and Fire Departments:

The examination plan for entrance or promotional, for the Police and Fire Departments, shall consist of a written examination and one or more of the following:
1. Oral;
2. Demonstration; and
3. Any evaluation of education certification, experience, or skills or any test of manual skills or physical fitness, which fairly evaluates the relative capacities of the applicant.
RESOLUTION NO._______

A RESOLUTION ESTABLISHING A BASIC MONTHLY SALARY FOR THE JOB CLASSIFICATIONS OF COMMUNITY CABLE MANAGER, PRINCIPAL ENGINEER, RESIDENTIAL SOUND INSULATION MANAGER AND SENIOR NETWORK ASSISTANT

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

Section 1: The City Council approves the following basic monthly salary ranges:

<table>
<thead>
<tr>
<th>Position</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
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<tr>
<td>Community Cable Program Manager</td>
<td>$7222.19</td>
<td>$7587.81</td>
<td>$7971.95</td>
<td>$8375.53</td>
<td>$8799.54</td>
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<td>Range 51m</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Principal Engineer</td>
<td>$7222.19</td>
<td>$7587.81</td>
<td>$7971.95</td>
<td>$8375.53</td>
<td>$8799.54</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Residential Sound Insulation</td>
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<td>$8171.25</td>
<td>$8584.92</td>
<td>$9019.53</td>
<td>$9476.14</td>
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<td>Manager Range 54m</td>
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<tr>
<td>Senior Network Assistant</td>
<td>$4160.84</td>
<td>$4371.48</td>
<td>$4592.78</td>
<td>$4825.29</td>
<td>$5069.57</td>
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<tr>
<td>Range 26</td>
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<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Section 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City’s resolutions; and make a minute of the adoption of the Resolution in the City Council’s records and the minutes of this meeting.

Section 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 15th day of September, 2009.

______________________________
Kelly McDowell,
Mayor
CERTIFICATION

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

I, Cindy Mortesen, 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 15th day of September, 2009, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _____ day of __________, 2009.

Cindy Mortesen, City Clerk
of the City of El Segundo,
California
(SEAL)

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

By: __________________________
Karl H. Berger
Assistant City Attorney
RESOLUTION NO.__________

A RESOLUTION ESTABLISHING NEW HOURLY PAY RATES FOR THE CITY'S UNREPRESENTED PART-TIME TEMPORARY JOB CLASSIFICATIONS

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

**Section 1:** The City Council approves the following basic monthly salary ranges:

<table>
<thead>
<tr>
<th>Position</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>Recreation Leader I</td>
<td>8.16</td>
<td>8.57</td>
<td>9.00</td>
<td>9.45</td>
<td>9.92</td>
</tr>
<tr>
<td>Video Technician I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library Page</td>
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</tr>
<tr>
<td>Occ. Code – 2 pt</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Recreation Leader II</td>
<td>10.02</td>
<td>10.52</td>
<td>11.05</td>
<td>11.60</td>
<td>12.18</td>
</tr>
<tr>
<td>Video Technician II</td>
<td></td>
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</tr>
<tr>
<td>Occ. Code – 11 pt</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Recreation Leader III</td>
<td>12.45</td>
<td>13.08</td>
<td>13.73</td>
<td>14.42</td>
<td>15.14</td>
</tr>
<tr>
<td>(Lifeguard, Step A; Swim Instructor, Step C)</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Video Technician III</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occ. Code – 21 pt</td>
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<td></td>
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<tr>
<td>Administrative Intern</td>
<td>14.80</td>
<td>15.54</td>
<td>16.32</td>
<td>17.14</td>
<td>17.99</td>
</tr>
<tr>
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<td></td>
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<tr>
<td>Recreation Leader IV</td>
<td>15.93</td>
<td>16.72</td>
<td>17.56</td>
<td>18.44</td>
<td>19.36</td>
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<tr>
<td>(Driver and Senior Lifeguard)</td>
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<td></td>
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<tr>
<td>Senior Video Technician II</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occ. Code – 31 pt</td>
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<tr>
<td>Senior Video Technician II</td>
<td>17.87</td>
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<td>Occ. Code – 36pt</td>
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</table>
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Section 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 15th day of September, 2009.

________________________
Kelly McDowell,
Mayor
CERTIFICATION

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

I, Cindy Mortesen, 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 15th day of September, 2009, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _____ day of __________, 2009.

Cindy Mortesen, City Clerk
of the City of El Segundo,
California
(SEAL)

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

By:_________________________________
Karl H. Berger
Assistant City Attorney

62
NETWORK ASSISTANT

Definition:

Under general direction, provides day to day operational and technical support for all City automated systems, including the in-house operating system, public and staff microcomputers, Internet services, and specialized CD ROM Information Resources; provides immediate response and assistance to staff; coordinates the installation, maintenance, and repair of all computer hardware including printers, modems, file servers, routers, telephone systems, cables, and hubs which support the City's automated infrastructure.

Essential 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:

Duties may include, but are not limited to the following:

Coordinates the ordering, installation and maintenance of all new City electronic and computer hardware/software equipment, including desktop PC workstations, printers, Internet file servers, hubs, routers, telephone systems, audio/visual systems, CD Rom workstations, scanners, and the City's network of cables and other equipment which interconnect with other City computer systems.

Maintains the daily operations of the City computer systems at various sites within the City, including the duties of regular data tape backup functions, periodic upgrades, troubleshoot system failures, report other equipment and software problems to higher level staff and follow up to verify satisfactory solutions.

Maintains a log of problem reports and tracks them until they are satisfactorily resolved.

Maintains system security rights and password assignments.

Provides staff training in the operation of computer networks and PC based software.

Conducts periodic preventive maintenance, antiviral, and diagnostic testing of all hardware systems to ensure a high level of reliability.

Provides staff support to the City Computer Committee; maintains and supports City-wide technology standards.

Makes recommendations for hardware and software enhancements and purchases based upon study and analysis of current systems.
Works with the Helpdesk Technician II or higher level personnel to resolve larger or more complicated problems, after initially assessing the situation.

As necessary, responds to computer system problems and emergencies during off duty hours.

**Knowledge, Skills and Other Characteristics:**

Knowledge of modern electronic processing theory, principles, and practices; technical support requirements for microcomputer workstations, file servers, routers, telephone systems and the network of cables, routers and hubs which interconnect them, computer networking; design and operation of computer hardware and software systems and networked computing environments including troubleshooting problems; computer programs and applications packages used in municipal environment; effective verbal and written communications practices.

Ability to troubleshoot personal computer and network hardware and software malfunctions; install personal computer hardware and software; reason both logically and creatively; work both independently and on project teams; establish and maintain effective working relationships with individuals at all levels in the City organization and with computer vendors; provide both formal and informal training and support to system users; understand and apply complex manuals and documents related to hardware and software; respond to computer system problems and emergencies when necessary during off duty hours.

**Working Conditions:**

Typical office environment. Regularly required to lift and carry computer hardware. Occasionally required to work in confined and restricted spaces.

**Licensing / Certification Requirements:**

Possession of, or the ability to obtain, a valid Class C California Driver's License and a satisfactory driving record. A Microsoft Office Specialist Certification is highly desired.

**Minimum Qualifications:**

Completion of two years of college course work in Information Systems, Computer Science, Data Processing, or a closely related field and two years of increasingly responsible microcomputer and network experience including information systems analysis, design, implementation and troubleshooting experience or an equivalent combination of education and experience. Additional qualifying experience may be substituted for the educational requirement. Prior city, county or other public sector experience is preferred.
City of El Segundo, CA

Job Description

Job Code:

PRINCIPAL ENGINEER

**Definition:** Under general direction, supervise and direct major functions of the Engineering Division of the Public Works Department. Plans, develops, coordinates and directs a number of large and complex Public Works' projects or programs, and/or reviews, coordinates, and directs the work of Engineering staff. Supervises, assigns, reviews, and evaluates the work of a professional and paraprofessional staff.

**Essential 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:**

Plans, organizes and supervises the work activities of professional, paraprofessional and technical staff members engaged in the performance of a variety of public works engineering projects and programs. Motivates and provides leadership to staff.

Confers with the Public Works Director regarding project management, financial concerns of the division, and various policies and procedures. Coordinates infrastructure and facility projects with other City departments; prepares, reviews and approves preliminary budget estimates for Capital Improvement Projects, reviews and prepares designs for Capital Improvement Projects; reviews and prepares bid documents, evaluates proposals and makes recommendations on the award(s) of City contracts; plans and establishes phases for current and future construction.

 Oversees the placement of utility company facilities within the public right-of-way; inspects construction sites to monitor progress and ensure conformance to plans, specifications, and construction safety standards, provides direction to staff regarding construction contract administration; prepares and presents reports to the City Council, private and public organizations, boards and commissions, outside agencies, and the City's management staff; provides technical expertise and advice to other City departments, task forces, commissions, and the public. Meets and confers with representatives from other government agencies, private agencies, and other engineering associations.

Acts on behalf of the Public Works Director in his/her absence; and performs other related duties as assigned. May be required to work shifts, weekends, and/or holidays.

**Knowledge, Skills and Other Characteristics:**

September 15, 2009
Knowledge of principles, practices and methods of civil engineering relating to public works design and construction; including, buildings, streets, water distribution and drainage systems, sewers and parks.
Knowledge of field engineering, including surveying, inspection, and construction practices.
Knowledge of construction methods, materials, and equipment.
Knowledge of mathematics and physics applicable to civil engineering.
Knowledge of applicable laws, regulations and ordinances.
Knowledge of public contract codes.
Knowledge of planning and project impact analysis methods.
Knowledge of budget development and project management.
Knowledge of management and supervisory principles and practices.

Skill in computer-aided design drafting, databases, spreadsheets, and related technical software. 
Skill in the ability to plan, manage, supervise and coordinate activities of staff.
Skill in analyzing complex engineering projects.
Skill in interpreting and apply policies, laws, and regulations.
Skill in preparing and presenting clear and concise oral and written reports and recommendations.
Skill in communicating effectively both orally and in writing.
Skill in making presentations to City Council and other entities.
Skill in establishing and maintaining effective and cooperative working relationships with others including residents, City officials, contractors, developers, staff and members of the public.
Skill in using desktop computer and applicable software; and drafting tools and related engineering equipment.

Must possess strong organizational skills.

**Licensing/Certification Requirements:**

A valid California Class C Driver’s License.

**Minimum Qualifications:** Requires a Bachelor’s Degree from an accredited college or university in Civil Engineering or related field, and five (5) years of progressive project management and supervisory responsibilities in Engineering.
City of El Segundo, CA

Job Description

Job Code:

SENIOR NETWORK ASSISTANT

Definition:

Under general direction, provides day to day operational and technical support for all City automated systems, including the in-house operating system, public and staff microcomputers, Internet services, and specialized CD ROM Information Resources; provides immediate response and assistance to staff; coordinates the installation, maintenance, and repair of all computer hardware including printers, modems, file servers, routers, telephone systems, cables, and hubs which support the City's automated infrastructure.

Essential 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:

Duties may include, but are not limited to the following:

Coordinates the ordering, installation and maintenance of all new City electronic and computer hardware/software equipment, including desktop PC workstations, printers, Internet file servers, hubs, routers, telephone systems, audio/visual systems, CD Rom workstations, scanners, and the City’s network of cables and other equipment which interconnect with other City computer systems.

Maintains the daily operations of the City computer systems at various sites within the City, including the duties of regular data tape backup functions, periodic upgrades, troubleshoot system failures, report other equipment and software problems to higher level staff and follow up to verify satisfactory solutions.

Maintains a log of problem reports and tracks them until they are satisfactorily resolved.

Maintains system security rights and password assignments.

Installs and maintains server software and applications under supervision of the ISD staff.

Prepares, installs and maintains network hardware under supervision ISD staff.

Provides staff training in the operation of computer networks and PC based software.

Conducts periodic preventive maintenance, antiviral, and diagnostic testing of all hardware systems to ensure a high level of reliability.

Provides staff support to the City Computer Committee; maintains and supports City-wide technology standards.
Makes recommendations for hardware and software enhancements and purchases based upon study and analysis of current systems.

Works with other personnel to resolve larger or more complicated problems, after initially assessing the situation.

As necessary, responds to computer system problems and emergencies during off duty hours.

Handles patching system software and routine system management using Microsoft System Center Configuration Manager.

Performs Visio diagramming and documentation of existing systems, and tracks ports, vlans, workstation configurations and other network details.

Handles all Helpdesk Technician I functions as required

**Knowledge, Skills and Other Characteristics:**

Knowledge of modern electronic processing theory, principles, and practices; technical support requirements for microcomputer workstations, file servers, routers, telephone systems and the network of cables, routers and hubs which interconnect them, computer networking; design and operation of computer hardware and software systems and networked computing environments including troubleshooting problems; computer programs and applications packages used in municipal environment; basic knowledge of Microsoft Operating Systems, Active Directory and System Policies; basic software installation procedures; basic network and switching systems; experience working in a structured project management environment; effective verbal and written communications practices.

Ability to troubleshoot personal computer and network hardware and software malfunctions; install personal computer hardware and software; reason both logically and creatively; work both independently and on project teams; establish and maintain effective working relationships with individuals at all levels in the City organization and with computer vendors; provide both formal and informal training and support to system users; understand and apply complex manuals and documents related to hardware and software; respond to computer system problems and emergencies when necessary during off duty hours.

**Working Conditions:**

Typical office environment. Regularly required to lift and carry computer hardware. Occasionally required to work in confined and restricted spaces.

**Licensing / Certification Requirements:**

Possession of, or the ability to obtain, a valid Class C California Driver's License and a satisfactory driving record. A Microsoft Office Specialist Certification (MOS), Microsoft Certified Systems Administrator (MCSA), Network+ Certification, and a Cisco Certified Network Administrator (CCNA) are highly desired, but equivalent experience in these areas may be substituted.
Minimum Qualifications:

Completion of two years of college course work in Information Systems, Computer Science, Data Processing, or a closely related field and four years of increasingly responsible microcomputer and network experience including information systems analysis, design, implementation and troubleshooting experience or an equivalent combination of education and experience. Additional qualifying experience may be substituted for the educational requirement. Prior city, county or other public sector experience is preferred.
City of El Segundo, CA

Job Description

SENIOR VIDEO TECHNICIAN II

**Definition:** Under general supervision performs all aspects of live, taped and remote Community Cable television production and operation.

**Essential 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:**

Perform pre-to-post video production duties. Duties include; producing, production set-ups, directing, studio set-up, camera operation, editing, playback scheduling, production equipment operation and maintenance.

Produce, write and coordinate Cable Division's El Segundo Television programming and operations.

Coordinate and work with appropriate Elected Officials, City Departments and public for any special programming and/or requests.

Conduct Cable operations in absence of Program Manager, Production Specialist and Computer Graphics Designer.

**Knowledge, Skills and Other Characteristics:**

Knowledge of video production theory and practices.
Knowledge of city's editing systems, facilities and production equipment.
Knowledge of computers and associated software programs used in video production and scheduling.
Skill directing the development and production of cable television programs.
Skill analyzing technical problems and implementing effective corrective action.
Skill developing and implementing effective program procedures.
Skill researching and developing program ideas and concepts.
Skill utilizing public relations techniques responding to inquiries and complaints.
Skill training, evaluating and motivating employees, volunteers and students.
Skill in effecting working relationships with staff, Elected Officials, other City Departments and the local public.
Ability to work a flexible work schedule to meet Division's video production demands.

**Working Conditions:**

Typical office and studio environments.

September 15, 2009
Exposure to various environmental conditions during field operations and production shoots. Fluctuating work schedule and hours as business needs require and as assigned by Cable Division staff. Work hours include evenings and weekends.

**Licensing/Certification Requirements:**

A valid California driver's license.

**Minimum Qualifications:**

Two years experience in video and/or television production.
AGENDA DESCRIPTION:

Consideration and possible action regarding two Resolutions providing for salary increases and benefit changes to Chapter 1A2 (Management-Confidential Series - includes all non-represented employees, except the City Manager) of the El Segundo Administrative Code. (Fiscal Impact: $130,965 Executive Management, Mid-Management/Confidential Employees. $92,300 Public Safety Management Employees. Total Fiscal Impact $223,265.)

RECOMMENDED COUNCIL ACTION:

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

ATTACHED SUPPORTING DOCUMENTS:

1. Resolutions
2. Attachment A - Salary Tables

FISCAL IMPACT: $130,965 Executive Management, Mid-Management/Confidential Employees and $92,300 Public Safety Management Employees.

Total Fiscal Impact: $223,265.

Amount Budgeted: $223,265
Additional Appropriation: None
Account Number(s): 001-400-3101-4101 and 001-400-3201-4101

ORIGINATED BY: Bob Hyland, Director of Human Resources
REVIEWED BY: Bill Crowe, Assistant City Manager
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

Executive Management and Mid-Management/Confidential job classifications are periodically reviewed by the City Council for possible salary and/or benefit adjustments. The last salary increases and benefit adjustments received by this group of unrepresented, non-bargaining unit employees were effective July 5, 2008.

At Council's direction, staff initiated the review process for possible October 1, 2009 salary and/or benefit adjustments in August, 2009.

Adoption of the attached Resolutions providing for changes to Chapter 1A2 (Management-Confidential Series) of the El Segundo Administrative Code would result in the following:
1. A 2.0% salary increase for all Executive Management, Mid-Management/Confidential Employees, with the exception of the City Manager, Police Chief, Fire Chief, Deputy Fire Chief and Battalion Chief, effective September 26, 2009.

2. A 3.75% salary increase for Police Chief, Fire Chief, Deputy Fire Chief and Battalion Chief, effective September 26, 2009. The higher salary increase for Public Safety Managers is predicated on the 3.75% increase received by the El Segundo Firefighters’ Association, effective July 1, 2009.

3. For Executive Management, Mid-Management/Confidential Employees, an increase in the amount of accrued Sick Leave Payoff at separation, with a minimum of five years service, from 80% to 100%.

4. For Public Safety Management Employees, an increase in the amount of accrued Sick Leave Payoff at separation, with a minimum of twenty years service, from 90% to 100%.

5. An increase in the maximum number of Exceptional Leave Days which may be awarded to a Management/Confidential Employee by the City Manager, from four to eight days per calendar year.

6. An increase in the amount of the City’s matching contribution to a Management/Confidential Employees’ 401(A) Deferred Compensation Account, from 4.5% to 5.0% of the employee’s salary.

The attached Resolution updating the Nationwide Retirement Solutions Governmental Deferred Compensation Matching Plan and Trust Plan reflects this increase in the City’s matching contribution.

7. Management/Confidential Employees who have reached age forty-seven or higher, may cash out one-third of their accrued leaves, up to the applicable deferred compensation maximum “catch up” provided by law, during each of their last three years of employment.
RESOLUTION NO. _________

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

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

Section 1: Section 1A2.010 of the El Segundo Administrative Code, entitled "Basic Salary Schedule", is amended as shown on "Attachment A."

Section 2: Section 1A2.101 of the El Segundo Administrative Code, entitled "Exceptional Leave Program" is amended as follows:

"The Exceptional Leave Program provides the City Manager the discretion to award up to eight days per calendar year in recognition for extraordinary service of members of the Executive Management, Mid-Management/Confidential Group of Employees, especially where sizable amounts of time are expended outside of normal business hours and beyond the normal requirements of the job. Awarded days may be used for time off or if unused, may be cashed in at the end of the calendar year at the employee’s regular rate of pay; cashed in amounts of Exceptional Leave are reported to PERS as compensation earnable by the employee."

Section 3: Section 1A2.105 of the El Segundo Administrative Code, entitled "Flexible Benefit Plan" is amended as follows:

"Retiree Medical Insurance"

"The maximum future City contribution for medical insurance, for both active employees and retirees, shall be $1,800 per month.

Section 4: Section 1A2.120 of the El Segundo Administrative Code entitled "Deferred Compensation Plan" is amended as follows:

"The City will annually pay an amount equal to the employee’s contribution to deferred compensation, up to a maximum of 5.0% of the employee’s total pay, for all Management-Confidential Employees participating in City-approved deferred compensation plans.

Employees who have reached the age of forty-seven or older can cash out one-third of all accrued leave at their regular rate of pay, up to the deferred compensation maximum “catch up” permitted by law, during the employee’s last three years of employment. In no event can an employee cash-out a cumulative total greater than that permitted herein, and in no event shall the post-distribution leave balance be less than one hundred twenty hours."
Section 5: Section 1A2.135 of the El Segundo Administrative Code, entitled “Sick Leave Accrued – Payment of on Disability Retirement or Separation from the City”, is amended as follows:

“In the event an employee regulated by this Chapter while in the City’s employ, and who has been employed by the City for five or more years in a full-time position, Disability Retires under the California Public Employees Retirement System or separates from the City with unused Sick Leave to his or her credit, he or she shall be compensated in an amount equal to One Hundred Percent of the value of such Sick Leave, based upon the employee’s regular rate of pay at the time of retirement or separation.”

Section 6: Section 1A2.135.1 of the El Segundo Administrative Code, entitled “Payment of Sick Leave Accrual – After 20 years of City Service,” is amended as follows:

“Upon separation from service, sworn Police and Fire Management Employees with twenty years of El Segundo service, will be compensated for one-hundred percent of the employee’s accumulated unused Sick Leave at their regular rate of pay at separation.”

Section 7: The City Clerk will certify to the passage and adoption of this Resolution; enter the same in the Book of Original Resolutions of said City; and will make a Minute of the Passage and Adoption thereof in the Records of the Proceedings of the City Council of said City, in the Minutes of the Meeting at which same is passed and adopted.

Section 8: This Resolution will remain in effect until superseded by a subsequent Resolution.

Section 9: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 15\textsuperscript{th} day of September, 2009.

__________________________
Kelly McDowell,
Mayor
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF EL SEGUNDO

I, Cindy Mortesen, 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 15th day of September, 2009, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this ____ day of _________, 2009.

Cindy Mortesen, City Clerk
of the City of El Segundo,
California
(SEAL)

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

By:

Karl H. Berger
Assistant City Attorney
<table>
<thead>
<tr>
<th>GRADE</th>
<th>STEP A</th>
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<th>STEP C</th>
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### ATTACHMENT A

CITY OF EL SEGUNDO

PROPOSED SALARY TABLES

MANAGEMENT/CONFIDENTIAL GROUP

EFFECTIVE PAYROLL BEGINNING SEPTEMBER 26, 2009

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RESOLUTION NO. __________

A RESOLUTION ADOPTING THE NATIONWIDE RETIREMENT SOLUTIONS GOVERNMENTAL DEFERRED COMPENSATION MATCHING PLAN AND TRUST (PLAN).

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

Section 1: The City Council finds as follows:

A. The City of El Segundo is an “employer” for purposes of the Internal Revenue Code;

B. The City adopted a Deferred Compensation Plan which is available to all eligible employees pursuant to Internal Revenue Code (“IRC”) § 457;

C. Certain tax benefits accrue to employees participating in said Deferred Compensation Plan;

D. The City wishes to provide an additional incentive to its employees to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their existing retirement programs(s);

E. Nationwide Retirement Solutions, Inc. (NRS) provided the City with a specimen plan document (the NRS Governmental Deferred Compensation Matching Plan and Trust); and

F. It is in the public interest for the City to attract and retain employees of the highest caliber in order to provide and maintain high standards of service.

Section 2: The Nationwide Retirement Solutions Governmental Deferred Compensation Matching Plan and Trust (“Plan”) is adopted. The Plan will be maintained for the exclusive benefit of eligible employees and their beneficiaries.

Section 3: The City Manager is authorized to execute all documents and make any additional administrative decisions or determinations to implement the Plan. The City Manager or Director of Finance or designee, are named trustees for the Plan.

Section 4: The City of El Segundo Deferred Compensation Matching Plan (“Matching Plan”) is adopted. The City Manager or Director of Finance or designee is authorized to execute all documents and make any additional administrative decisions or determinations to implement the Matching Plan.
Section 5: The employer's contribution for the Plan and Matching Plan will match an employee’s annual contribution to the employee’s 457 Plan, up to five percent (5.0%) of the annual total pay.

Section 6: Management/Confidential Employees, eligible under the City’s Deferred Compensation plan, are also eligible for the Plan and Matching Plan.

Section 7: The City Clerk is directed to certify and adopted 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 8: This Resolution will become effective immediately upon adoption and remain effective unless repealed or superseded.

PASSED AND ADOPTED this 15th day of September, 2009.

______________________________
Kelly McDowell,
Mayor
CERTIFICATION

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

I, Cindy Mortesen, 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 15th day of September, 2009, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this ____ day of __________________, 2009.

Cindy Mortesen, City Clerk
of the City of El Segundo,
California
(SEAL)

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

Karl H. Berger
Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of a three-year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and California Teamsters Public, Professional and Medical Employees Union, Local 911, Supervisory and Professional Employees' Bargaining Unit. (Fiscal Impact: $162,470 in first year of Agreement.)

RECOMMENDED COUNCIL ACTION:

1. Approve the Agreement.
2. Adopt the Resolution approving the Memorandum of Understanding.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Agreement
2. Resolution
3. Memorandum of Understanding - Exhibit "A"

FISCAL IMPACT: $162,470 in first year of Agreement.

Amount Budgeted: $162,470
Additional Appropriation: 
Account Number(s):

ORIGINATED BY: Bob Hyland, Director of Human Resources
REVIEWED BY: Bill Crowe, Assistant City Manager
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

In June 2009, staff and representatives of the California Teamsters Public, Professional and Medical Employees' Union, Local 911, Supervisory and Professional Employees Bargaining Unit began meeting and conferring pursuant to Sections 3500 et. seq. of the California Government Code, for the purposes of obtaining a labor agreement. Agreement was reached on July 10, 2009.

The Agreement contains the following major provisions:

1. Three-year term, commencing on October 1, 2009 and ending on September 30, 2012.
2. Salary increases for all represented job classifications effective the pay periods including October 1, 2009, October 1, 2010 and October 1, 2011 with a floor of 2% and a ceiling of 5%, based on the Average Consumer Price Index (CPI-U) in the Los Angeles-Riverside-
Orange County geographic area, for a nine-month period from December to August of each year of the Agreement.

3. An increase in the City's contribution for employee medical insurance from $950 per month to $1,058 per month.

4. An agreement that future increases in medical insurance rates will be shared 50% by the employee and 50% by the City.

5. An agreement that the maximum future City contribution for medical insurance, for both active employees and retirees, shall be $1,800 per month.

6. Conversion of Longevity Pay (5%), Educational Incentive Pay (5%), Certification Pay (5%), and Bilingual Pay (2.5%) from percentages above employee base salary to flat dollar amounts.

7. An increase in the cap on the City's contribution for Optical, Dental and Life Insurance from $152.81 to $161.65 per month.

8. An increase in annual and separation related Sick Leave Payoffs from 70% and 80% respectively, to 100% of the eligible, accumulated amount.


10. A Classification and Salary Study for all bargaining unit job classifications, conducted in the third year of the contract by a consulting firm selected by the City.
AGREEMENT BETWEEN REPRESENTATIVES OF THE CITY OF EL SEGUNDO AND CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION, LOCAL 911, SUPERVisory AND PROFESSIONAL EMPLOYEES BARGAINING UNIT REGARDING A SUCCESSOR TO THE OCTOBER 1, 2006 – SEPTEMBER 30, 2009 MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES

Representatives of the City of El Segundo and the Supervisory and Professional Employees’ Bargaining Unit have met and conferred in good faith regarding negotiation of a successor to the October 1, 2006 – September 30, 2009 Memorandum of Understanding between the parties.

The Meet and Confer Process has resulted in agreement by the parties that the October 1, 2006 – September 30, 2009 Memorandum of Understanding shall be succeeded by a Memorandum of Understanding providing for the following changes in wages, hours, terms and conditions of employment:

1.) Term – October 1, 2009 through September 30, 2012;

2.) In Year One of the Memorandum of Understanding, the City and the Bargaining Unit agree to:

a. Effective the pay period including October 1, 2009, a salary increase for all represented job classifications with a floor of 2% and a ceiling of 5%, based on the average Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area, for the nine month period from December, 2008 to August, 2009.

b. Effective January 1, 2009, and thereafter, the monthly City-paid Health Insurance Premium Contribution for medical/mental health insurance will be equal to the average dollar cost of the premium for an employee and two (2) or more dependents for the HMO’s available to employees under the Public Employees’ Medical and Hospital Care Program in the Los Angeles Area, as that term is defined by CalPERS (Los Angeles, San Bernardino and Ventura County). PERS Choice PPO and PERS Select PPO will also be included in the average dollar cost of the premium.

Any increase in medical costs based on this average, above the rate in effect on January 1, 2009 ($1,058), will be shared 50% by the City and 50% by the employee. The rate previously in effect was $950 per month.

c. An increase in the annual payoff of any accumulated sick leave hours above the maximum carryover amount, from 70% to 100%.

d. An increase in the payment for any accumulated sick leave upon service retirement, disability retirement or death, from 80% to 100%.

e. An increase in the cap on the City’s contribution for employee Optical, Dental and Life Insurance from $152.81 per month to $161.65 per month.
f. Conversion of Longevity Pay (5%), Educational Incentive Pay (5%), Certification Pay (5%) and Bilingual Pay (2.5%) from special compensation percentages above base salary to flat dollar amounts, for eligible Bargaining Unit members. (Attachment A of this Agreement.)

g. Provision that the maximum future City contribution for medical insurance for both active employees and retirees, shall be $1,800 per month.

h. Bargaining Unit acceptance of the revised City of El Segundo Substance Abuse Policy and Drug-Free Workplace Statement.

i. Bargaining Unit acceptance of the revised City of El Segundo Jury Duty Policy.

j. Revision of Medical Insurance contribution language to conform with current CalPERS terminology.

k. Revision of language in Section 2 of Article XI, "Salary."

l. Reallocation of the job classifications of Residential Sound Insulation Program Manager, Community Cable Program Manager and Principal Engineer from the Bargaining Unit to the Mid-Management Group of employees.

m. Addition of Martin Luther King, Jr. Day (third Monday in January) to the listing of the Bargaining Unit's officially observed holidays.

n. The parties agree to work jointly to amend the Memorandum of Understanding to contain all rules, regulations, policies and procedures currently in effect that relate to wages, hours, benefits and working conditions, and to present the Memorandum of Understanding along with this Agreement for City Council approval.

3. In Year Two of the Memorandum of Understanding, the City and the Bargaining Unit agree to:

a. Effective the pay period including October 1, 2010, a salary increase for all represented job classifications with a floor of 2% and a ceiling of 5%, based on the average Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area, for the nine month period from December, 2009 through August, 2010.

4. In Year Three of the Memorandum of Understanding, the City and the Bargaining Unit agree to:

a. Effective with the pay period including October 1, 2011, a salary increase for all represented job classifications with a floor of 2% and a ceiling of 5%, based on the Average Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area, for the nine month period from December, 2010 through August, 2011.
b. The parties agree to Meet and Confer regarding the results of a Classification and Salary Study for all represented job classifications, conducted by a City-selected consulting firm. The study will commence in January 2012, and any changes in job classification and salary range placement will be implemented effective the start of the second pay period in the month of September, 2012.

The parties are desirous of and in agreement that the City Council promptly be presented with an opportunity to consider and adopt a Resolution authorizing inclusion of the above changes in wages, hours and terms and conditions of employment, into a comprehensive Memorandum of Understanding for the term October 1, 2009 through September 30, 2012.

IT IS AGREED:

City of El Segundo

Jack Wayt, City Manager

Deborah Cullen, Director of Finance

Bob Hyland, Director of Human Resources

Supervisory and Professional Employees' Bargaining Unit

Chester Mordasini, Business Representative

Gregorio Daniel, Business Representative

James Carver, Chief Steward

Gil Busick, Water Supervisor

Gary Gambi, Senior Administrative Analyst

Emma Gray, Police Records Supervisor

Stella Georgious, Senior Accountant

Date: 11/10/09

Date: 11/10/09
RESOLUTION NO.__________

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA AND THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES' UNION, LOCAL 911, SUPERVISORY AND PROFESSIONAL EMPLOYEES' BARGAINING UNIT.

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

Section 1: Discussions which have taken place in the Meet and Confer Process have resulted in a mutually agreeable Memorandum of Understanding between the City of El Segundo and this Bargaining Unit:

Section 2: Staff is authorized to implement all terms and conditions of the Memorandum of Understanding between the City of El Segundo and this Bargaining Unit. A copy of the Memorandum of Understanding is attached as Exhibit "A".

Section 3: The City Clerk is directed to certify and adopt this Resolution; record this Resolution in the book of the City's original resolutions, and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

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

PASSED AND ADOPTED this 15th day of September, 2009.

_______________________________________
Kelly McDowell,
Mayor
CERTIFICATION

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

I, Cindy Mortesen, 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 15th day of September, 2009, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this ______ day of __________, 2009.

Cindy Mortesen, City Clerk
of the City of El Segundo,
California
(SEAL)

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

By: Karl H. Berger
Assistant City Attorney
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EL SEGUNDO

AND

CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL
AND MEDICAL EMPLOYEES UNION, LOCAL 911
SUPERVISORY AND PROFESSIONAL EMPLOYEES' BARGAINING UNIT
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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL SEGUNDO
AND
CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL
AND MEDICAL EMPLOYEES UNION, LOCAL 911
SUPERVISORY AND PROFESSIONAL EMPLOYEES' BARGAINING UNIT

ARTICLE I - RECOGNITION

SECTION 1. Pursuant to the provisions of the City of El Segundo Resolution No. 3208, establishing procedures governing employer-employee organization relations, the City of El Segundo (hereinafter referred to as the 'City' and 'Employer' (interchangeably) has recognized the California Teamsters Public, Professional and Medical Employees Union, 911, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the 'Union') as the exclusive representative of employees within the bargaining unit consisting of the following classified positions:

- Administrative Analyst
- Application Specialist
- Assistant Fire Marshal
- Associate Engineer
- Construction Coordinator (At-Will Position)
- Crime Prevention Analyst II
- Crime Prevention Analyst I
- Emergency Management Coordinator
- Environmental Safety Manager
- Equipment Maintenance Supervisor
- Facilities Maintenance Supervisor
- Fire Marshal
- GIS Analyst
- Librarian I
- Network Technician
- Park Maintenance Supervisor
- Plan Check Engineer
- Police Records Supervisor
- Principal Environmental Specialist
- Principal Planner
- Program Coordinator
- Project Specialist
- Property Owner Coordinator (At-Will Position)
- Purchasing Agent
- Recreation Supervisor
- Senior Accountant
- Senior Administrative Analyst
- Senior Building Inspector
- Senior Plan Check Engineer
- Street Maintenance Supervisor
- Technical Services Analyst
- Wastewater Supervisor
Water Supervisor
Wellness Coordinator

SECTION 2. The City recognizes the Union as the representative of the employees in the classifications and assignments set forth in Section 1, above, for the purpose of meeting the joint obligations of the City and Union as set forth within the Meyers-Milias-Brown Act, Government Code 3500 et seq.

SECTION 3. The term of this Memorandum of Understanding (MOU) shall commence on October 1, 2009 and end on September 30, 2012.

ARTICLE II - NON-DISCRIMINATION

Neither the City nor the Union shall discriminate against any employee because of race, color, age, creed, national origin, sex, handicap, medical condition, marital status, or union activities in any matter.

ARTICLE III - HEALTH AND WELFARE

SECTION 1. Health Insurance - Employees participate as members of the PERS administered Public Employees' Medical and Hospital Care Program. Employees have a choice of HMO and Indemnity medical coverage plans.

City Medical Contribution: Effective January 1, 2009, and thereafter, the monthly City-paid Health Insurance Premium Contribution for medical/mental health insurance will be equal to the average dollar cost of the premium for an employee and two (2) or more dependents for the HMO's available to employees under the Public Employee's Medical and Hospital Care Program in the Los Angeles Area, as that term is defined by CalPERS (Los Angeles, San Bernardino, and Ventura County). PERS Choice PPO and PERS Select PPO will also be included in the average dollar cost of the premium.

Any increase in medical costs based on this average, above the rate in effect on January 1, 2009 ($1058), will be shared 50% by the City and 50% by the employee.

Effective October 1, 2009, the maximum future City contribution for Medical/Mental Health Insurance, for both active employees and retirees, shall be $1800 per month.

SECTION 2. Alternative Medical Plans - During the term of this agreement, the City may reopen the contract in order to consider alternatives to the PERS medical plan. The City agrees that it will only propose plans that provide for a cost-effective, comprehensive medical package for employees and their families (i.e., provides comparable benefits to current plan, including portability). There will be no change in insurance plans prior to January 2006 without agreement of the parties.

SECTION 3. Dental Insurance - The City provides fully paid dental insurance for the employee and all eligible dependents.

SECTION 4. Optical Insurance - The City provides fully paid optical insurance for the employee and all eligible dependents.
SECTION 5. **Life Insurance** - Employees are provided a fully paid $50,000 term life insurance policy. Additional coverage for self ($100,000 maximum) and for family members may be purchased at group rates by the individual employee.

SECTION 6. **Insurance Cap** – The City’s aggregate contribution for current dental, optical and life insurance shall be capped at $161.65 per month. The City shall provide optical benefits for each employee and the employee’s dependents through the Joint Council of Teamsters 42 Welfare Trust Fund Plan. Within the monthly contribution cap currently established for dental, optical and life insurance coverage, the City’s monthly contributions toward dental and life insurance coverage for an employee shall be made after the City’s full monthly vision benefit contribution for an employee and his/her dependents has been made.

SECTION 7. **Long Term Disability Insurance (LTD)** - The City provides employees with a fully paid long term disability insurance policy which allows continuance of 66-2/3 % of the first $7,500 of the employee’s monthly salary. The policy applies to non-job related occurrences and benefits are payable following a 60 day waiting period. The maximum benefit period varies on the basis of the employee’s age at the time disability begins.

SECTION 8. **Workers Compensation** - The City provides employees who receive job related injuries that are compensable under California Worker’s Compensation Laws 75 % of their regular monthly salary for a period of up to one year.

SECTION 9. **Flexible Spending Account** - Pursuant to applicable federal laws, the City allows for payment of employee paid insurance premiums, non-reimbursed medical expenses and/or dependent care expenses with pre-tax dollars. Participation in the program is voluntary.

SECTION 10. **Bereavement Leave** - The present practice of granting three (3) working days of bereavement leave per incident shall be increased to forty (40) hours per incident in those circumstances where travel to a funeral or other memorial proceeding is 500 or more miles one way as measured from the El Segundo City Hall. Additionally, the definition of the immediate family whose funeral or memorial proceeding qualifies for use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee’s spouse or significant other.

SECTION 11. **California State Disability Insurance (SDI) Program** – The City has taken all the necessary administrative steps to provide Union employees with State Disability Insurance Program coverage through the California Employment Development Department. All actual costs associated with participation in the State Disability Program will be the responsibility of Union employees.

**ARTICLE IV - RETIREMENT**

SECTION 1. Effective November 8, 2000, employees participate in the Public Employees Retirement System (PERS) 2% at 55 Miscellaneous Plan. The Plan’s retirement benefits are integrated with Social Security. The City pays both the employers and the employees required contribution to PERS. Social Security contributions are equally shared by the City and the employee. The Environmental Safety Manager shall for the term of the agreement participate as a local Safety member pursuant to Government Code 20019 under the PERS System.

Effective January 1, 1992, the City's contract with PERS was amended to include the single highest year retirement calculation option. The present City contract with PERS also calls for incremental yearly increases in the City contribution towards retirees' medical coverage (currently $375 per month) so that by 1995 the contribution for current employees and retirees will be equal.
SECTION 2. Retiree Medical Insurance Contribution - A member of the Union will be eligible to receive the City-provided retiree medical insurance contribution, which is equal to that provided to an active Union member, after a minimum of 5 full-time years of service with the City of El Segundo.

SECTION 3. Deferred Compensation Plan - Employees are eligible to participate in the International City Management Association Retirement Corporation (ICMA-RC) and the Nationwide Retirement Solutions (NRS) Deferred Compensation Plans. Participation is voluntary and there is no City contribution to the plan.

SECTION 4. Leave Payoff - Employees separating from the City service are paid the accumulated total of their unused vacation leave and personal floating holiday leave.

SECTION 5. Government Code 20022(a)(1) provides that compensation for purposes of computing PERS retirement benefits includes remuneration paid in cash because of holidays, sick leave and vacation, as well as other remuneration furnished in payment for services. This MOU section memorializes that members of this unit have been contractually eligible to receive City paid cash equivalents for vacation, sick leave and floating holidays accrued during the employee's final year of employment. Said members have also been eligible to receive a cash distribution equal to the monthly differential between $500.00 and the monthly amount designated by each member for funding health insurance and similar programs (herein referred to as an insurance differential.) Pursuant to City Council action in December 1991, the former management/confidential unit was modified, with members of this Supervisory Unit being removed from the then existing management/confidential unit. The classifications now contained within this Supervisory Unit were included within the prior management/confidential unit and City contractual agreements prior to December 1, 1992 to provide the management/confidential unit members with payment for vacation, sick leave and floating holidays accrued during the final year of employment, as well as the above insurance differential, fully insured to the benefit of those classifications now within the Supervisory Unit.

On June 2, 1992, the City Council adopted the first Memorandum of Understanding between the City and the Supervisory Unit, with Article VII of said MOU providing in pertinent part that all wages, hours and terms and conditions of employment in full force and effect prior to the adoption of the MOU, are to remain in full force and effect and are to be set forth within a later document entitled a Comprehensive Memorandum of Understanding. As members of the prior management/confidential unit, those classifications within the Supervisory Unit were therefore subject to earlier Council determination providing the described paid remuneration for vacation, sick leave and floating holidays accrued during the final year of employment, as well as the above insurance differential, and the June 2, 1992 Memorandum of Understanding contractually signifies that said benefits are to remain in full force and effect unless and until altered pursuant to the meet and confer process. This "Comprehensive Memorandum of Understanding" thereby codifies pre-December 1992 contractual provision of the stated compensation benefits to unit members.

SECTION 6. Public Agency Retirement System (PARS) - Effective October 1, 2008, the City will contract with the Public Agency Retirement System (PARS) to provide an additional retirement benefit for eligible union employees. Eligible employees are those who are 1) 55 years of age or older, 2) have completed 15 years of continuous service with the City of El Segundo and 3) service or disability retire from the City of El Segundo. Eligible employees are entitled to receive the PARS .5 @ 55 retirement enhancement formula as a supplement to the City's 2% @ 55 Public Employees' Retirement System formula.

Effective October 1, 2008 Union employees will contribute 1% of their total pay via payroll deduction,
as their share of the cost of the PARS retirement benefit.

**ARTICLE V - SICK LEAVE**

SECTION 1. Employees accrue sick leave at a rate of eight (8) hours per month. The maximum carryover of sick leave from November 30 to December 1 of each year is six hundred (600) hours.

City provides a one hundred percent (100%) payoff each December 1 of any accumulated sick leave hours above the maximum carryover.

Employees who, on July 1, 1998, had an accumulated sick leave balance higher than six hundred (600) hours will have a maximum carryover equal to their accumulated sick leave balance on that date. No such maximum carryover can be greater than one thousand fifty-six (1056) hours. Should an employee's personal sick leave accrual limit drop below six hundred (600) hours, their future maximum carryover shall not be allowed to exceed six hundred (600) hours.

Employees, with at least five (5) full years of service with the City, receive payment for one hundred percent (100%) of their accumulated sick leave upon service retirement, disability retirement, or death.

SECTION 2. **Annual Medical Examination** - Employees are eligible for a fully paid comprehensive medical examination each year.

The City currently utilizes Westchester Medical Group/Center for Heart and Health for the examinations.

The results of the examination include extensive written documentation and feedback, fitness consultation, recommended further testing and/or adjustments to current lifestyle practices and ongoing monitoring.

Up to two (2) days of sick leave may be used each year for physical examinations.

SECTION 3. **Sick Leave Usage for Family Care** - Affected employees are eligible to utilize a maximum of six (6) available eight (8) hour days of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury. The term "immediate family member" shall exclusively include the children, parents, siblings, the grandparents of the employee, the employee's spouse or significant other. "Immediate family member" shall also include mother-in-law and father-in-law. The City shall require each affected employee utilizing sick leave for said purpose to provide in writing a sworn statement evidencing the facts justifying the use of sick leave in this regard.

SECTION 4. **Catastrophic Illness Leave** - An employee may transfer sick leave, vacation or compensatory leave to a sick leave bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year or during additional designated times on forms provided by the City of El Segundo. The City has the right to verify all catastrophic illnesses before donation from the sick leave bank.
ARTICLE VI - EMPLOYEE ASSISTANCE PROGRAM (EAP)

Provides confidential assistance, referrals, and counseling to the employee and members of the immediate family. The program is designed to provide professional assistance and support to help employees and their families resolve problems that affect their personal lives or job performance.

ARTICLE VII - VACATION

SECTION 1. Employees shall receive either:

"ORIGINAL ACCRUAL SCHEDULE"

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or

"ALTERNATIVE ACCRUAL SCHEDULE"

From commencement of the 1st year of service through and including completion of the 5th year of service - Twelve (12) vacation days accrual per year, with a day being the equivalent of eight (8) hours;

From commencement of the 6th year of service through and including completion of the 10th year of service - Fifteen (15) vacation days accrual per year, with a day being the equivalent of eight (8) hours;

From commencement of the 11th year of service through and including completion of the 15th year of service - Eighteen (18) vacation days accrual per year, with a day being the equivalent of eight (8) hours;

From commencement of the 16th year of service and for all years of service thereafter - Twenty-two (22) vacation days accrual per year, with a day being the equivalent of eight (8) hours.

An employee desiring to participate in the alternative accrual schedule shall so advise payroll in writing of their election, no later than September 6, 1994. Failure to advise of an election to accrue vacation pursuant to the alternative schedule shall result in the employee continuing to accrue vacation on the original schedule. An election to accrue pursuant to the alternative schedule or maintenance of accrual pursuant to the original schedule, shall be irrevocable.

SECTION 2. Employees may use their accrued vacation leave after six (6) months of employment.

SECTION 3. Maximum accumulation of vacation leave allowed is the equivalent of two (2) years service accrual.
SECTION 4. Employees who have completed one year of service may receive cash payment in lieu of accrued vacation leave up to a maximum of 100% the annual accrual to which they are entitled by length of service. Employees may exercise this option twice per calendar year.

ARTICLE VIII - HOLIDAYS

SECTION 1. Employees shall receive the following holidays:

January 1st
The third Monday in January (Martin Luther King Jr. Day)
The third Monday in February
The last Monday in May
July 4th
The first Monday in September
November 11th
Thanksgiving Day and the Friday thereafter
December 24th
December 25th
December 31st

(8 hours of paid leave plus any additional floating holiday hours as may be determined by the City Manager)

SECTION 2. In the event any of the above holidays fall on the last day an employee is off on his/her regular days off, the following day shall be observed as a holiday.

SECTION 3. In the event any of the above holidays fall on the first day of an employee's regular days off, the previous day shall be considered as a holiday.

SECTION 4. The floating holiday leave may be used six (6) months after the employee's initial appointment date.

ARTICLE IX - PROFESSIONAL DEVELOPMENT

Employees are reimbursed 100% of the cost of tuition and books to a maximum of $1,250 per calendar year for satisfactory completion of work related college courses. Requires prior written approval of department head and City Manager and requires a C average or better grade.

With the approval of the department head and/or City Manager, the City also pays the cost of an employee's professional membership fees and conference, meeting and workshop attendance. Employees who participate in the program must sign the following agreement:

Educational Reimbursement - "I certify that I successfully completed the course(s), receiving at least a grade of 'C' or better." (Attach copy of grade verification) Further, I agree to refund the City or have deducted from my final paycheck any educational reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule.

Below is the reimbursement schedule for the full months worked between course completion and resignation dates and the percentage of the total reimbursement to be refunded to the City.

<table>
<thead>
<tr>
<th></th>
<th>100%</th>
<th>50%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>100%</td>
<td>50%</td>
</tr>
<tr>
<td>2</td>
<td>100%</td>
<td>40%</td>
</tr>
<tr>
<td>3</td>
<td>90%</td>
<td>30%</td>
</tr>
</tbody>
</table>

100
4  80%  10  20%
5  70%  11  10%
6  60%  12  0%

Probationary employees are not eligible to participate in this program.

ARTICLE X - COMPUTER LOAN PROGRAM

Employees are eligible to receive an interest-free loan not to exceed $4,000 for the purpose of purchasing personal computer hardware, software, ergonomically correct furniture and related equipment. Loans shall be repaid through payroll deductions over a three (3) year period. The City shall retain title, as security, to any equipment purchased through the program until the loan is fully paid off. After the fact financing shall be permitted upon the loan applicant receiving prior written approval from the Director of Finance. Outstanding loan balances must be paid off at the time an employee separates from the City. The Human Resources Department shall update Program guidelines periodically as necessitated by changes in technology or organizational requirements.

ARTICLE XI - SALARY

SECTION 1.  Salary Adjustments

(a) Effective the pay period including October 1, 2009, the base salary within each step of the salary ranges shall be increased by a Cost-of-Living Adjustment (COLA), based on a floor of 2% and a ceiling of 5%. The COLA will be based on the average Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area for the nine month period from December, 2008 to August, 2009.

(b) Effective the pay period including October 1, 2010, the base salary within each step of the salary ranges shall be increased by a Cost-of-Living Adjustment (COLA), based on a floor of 2% and a ceiling of 5%. The COLA will be based on the average Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area for the nine month period from December, 2009 to August, 2010.

(c) Effective the pay period including October 1, 2011, the base salary within each step of the salary ranges shall be increased by a Cost-of-Living Adjustment (COLA), based on a floor of 2% and a ceiling of 5%. The COLA will be based on the average Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area for the nine month period from December, 2010 to August, 2011.

(d) The City and the Union agree that should the City Employees Association or the Police Support Services Employees Association Bargaining units in future contract negotiations be provided an enhanced PERS Retirement formula, e.g., 2.5% @ 55, 2.7% @ 55 or 3.0% @ 60, the Supervisory and Professional Employees Association would receive a salary increase in that year which is reduced by 1% and would represent the cost of increasing the City's employee contribution rate from 7% to 8%.

SECTION 2.  Accelerated Salary Step Advancement - Employees who have yet to reach the top step of their salary range are eligible to receive an accelerated salary step advancement of up to 5% in a 12 month period upon recommendation and approval by the department head and City Manager. An accelerated salary advancement is intended to recognize an employee's job performance which consistently and uniquely exceeds normal expectations.

SECTION 3.  Direct Deposit – The City shall electronically deposit employees' paychecks directly into a savings or checking account designated by the employee. Employees shall be
responsible for providing the Finance Department with the correct transit routing number of their banking institution and the correct number of the account into which their paycheck will be deposited. Exceptions to this policy shall be granted upon an employee’s written request to the Finance Director.

SECTION 4. Use of Personal Vehicle on Official City Business – Employees authorized to use a personal vehicle while on official City business will receive mileage reimbursement at the rate approved by the Internal Revenue Service. Use of a personal vehicle will not be authorized if a City motor pool vehicle is available to the employee. Under appropriate circumstances, Department Heads may approve exceptions to the requirement to utilize available motor pool vehicles.

SECTION 5. Educational Incentive Pay – Eligible employees shall be entitled to receive educational incentive pay as shown below. Eligibility for educational incentive pay is limited to those employees who (a) are working in a job classification that does not require a bachelor’s degree or higher degree to qualify for the classification, and (b) were awarded such degree from an accredited college or university in one of the majors of public administration, business administration, engineering, or other job-related major, which had been approved by the department head, in writing.

Educational Incentive Pay

<table>
<thead>
<tr>
<th>Job Classifications Occupying Salary Grades 30S – 39S:</th>
<th>$318.04/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Classifications Occupying Salary Grades 40S – 49S:</td>
<td>$407.11/month</td>
</tr>
<tr>
<td>Job Classifications Occupying Salary Grades 50S – 53S:</td>
<td>$449.38/month</td>
</tr>
</tbody>
</table>

If during the term of this Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly amount of educational incentive pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade.

SECTION 6. Bilingual Pay – An employee who demonstrates conversational and written fluency in a language approved by their Department Head and who is assigned duties in which such language skills are regularly used, shall be entitled to bilingual pay as shown below.

The City will be responsible for utilizing a standardized, industry accepted test (such as Berlitz, Inc.) to determine an employee’s qualifications for bilingual pay.

Bilingual Pay

<table>
<thead>
<tr>
<th>Job Classifications Occupying Salary Grades 30S – 39S:</th>
<th>$159.02/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Classifications Occupying Salary Grades 40S – 49S:</td>
<td>$203.56/month</td>
</tr>
<tr>
<td>Job Classifications Occupying Salary Grades 50S – 53S:</td>
<td>$224.69/month</td>
</tr>
</tbody>
</table>

If during the term of this Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly amount of bilingual pay for the employee shall be equivalent to two and one-half percent (2.5%) of the base salary E Step of the salary grade.
SECTION 7. **Longevity Pay** – An employee who has completed twenty (20) years of continuous service with the City of El Segundo shall be entitled to longevity pay as shown below.

Longevity Pay

- Job Classifications Occupying Salary Grades 30S – 39S: $318.04/month
- Job Classifications Occupying Salary Grades 40S – 49S: $407.11/month
- Job Classifications Occupying Salary Grades 50S – 53S: $449.38/month

If during the term of this Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly amount of longevity pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade.

SECTION 8. **Certification Pay** – Employees occupying the job classifications of Wastewater Supervisor and Water Supervisor shall be entitled to certification pay as shown below for obtaining and maintaining a certification above the level required on the City Council approved class specification. Eligible certifications will be determined by the employee’s Department Head.

Certification Pay

- Job Classifications Occupying Salary Grades 30S – 39S: $318.04/month
- Job Classifications Occupying Salary Grades 40S – 49S: $407.11/month
- Job Classifications Occupying Salary Grades 50S – 53S: $449.38/month

If during the term of this Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly amount of certification pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade.

**ARTICLE XII – UNIFORMS**

Employees occupying the following job classifications shall have uniforms and footwear provided and replaced by the City:

- Assistant Fire Marshal
- Crime Prevention Analyst I/II
- Emergency Management Coordinator
- Environmental Safety Manager
- Equipment Maintenance Supervisor
- Facilities Maintenance Supervisor
- Fire Marshal
- Park Maintenance Supervisor
- Police Records Supervisor
- Principal Environmental Specialist
- Senior Building Inspector
- Street Maintenance Supervisor
- Wastewater Supervisor
- Water Supervisor

Department Heads will determine appropriate uniform and footwear for employees occupying Departmental job classifications. Style and cost will be determined solely by the City, with the Association provided the opportunity for information input. The determination of the City shall not be subject to administrative or judicial appeal. Uniform cleaning services shall be provided by the City.
In addition, a Union member occupying the job classifications of Assistant Fire Marshal, Environmental Safety Manager, Principal Environmental Specialist, Fire Marshal, Crime Prevention Analyst VII, Emergency Management Coordinator, Police Records Supervisor and Senior Building Inspector shall receive a uniform cleaning allowance of $400 per year.

**ARTICLE XIII - OVERTIME**

**SECTION 1.** Fair Labor Standards Act – Overtime Compensation

(a). Pursuant to the Fair Labor Standards Act, employees occupying the classifications and assignments described in Article I, Section I, are entitled to overtime pay at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day workweek, commencing at noon on Friday and ending at noon on Friday.

**SECTION 2.** Definition of hours worked for overtime. Computation purposes

The following shall not be considered as time worked for purposes of computing entitlement to overtime compensation:

1. Meal breaks;
2. Utilization of paid or non-paid leaves of absence (including but not limited to vacation leave, sick leave, holiday leave, leave without pay, compensatory time off;
3. All travel time to and from the work site when responding to a regularly scheduled shift;
4. All time in off-duty voluntary training assignments (homework, study time, meal time, sleep, etc.).
5. All off-duty travel;
6. All time for personal preparation and clean up;
7. Any other time not deemed hours worked by the FLSA.

**SECTION 3.** Overtime Authorization

No employee shall be eligible for receipt of overtime compensation unless the working of overtime hours has been specifically authorized in advance by the employee's supervisor.

**SECTION 4.** Affected employees shall be entitled to accumulate a maximum of eighty (80) hours of compensatory time off. Utilization of compensatory time off shall be subject to approval of the affected employee's department head.

**SECTION 5.** Affected employees ordered by a supervisor to return to a designated worksite other than during the employee's regularly scheduled hours of work and at a time not contiguous with said regularly scheduled hours of work, shall be provided a minimum of four (4) hours work time credit. Said minimum of four (4) hours shall then be included within the work period described in Section 1 for computation of overtime purposes.
ARTICLE XIV - GRIEVANCE PROCEDURE

SECTION 1. DEFINITION OF TERMS

A. Grievance - A grievance is a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of a memorandum of understanding. A grievance is distinct from an appeal in that it is a violation, misinterpretation or misapplication of a specific written departmental or agency rule and/or policy or a specific provision of a memorandum of understanding.

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

C. Day - A day is a calendar day.

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

SECTION 2. TIME LIMITS

A. Compliance and Flexibility - With the written consent of both parties, the time limitation for any step may be extended or shortened.

B. Calculation of Time Limits - Time limits for appeal provided in each level shall begin the day following receipt of a written decision or appeal by the parties.

C. Failure to Meet Timeliness - Failure at any level of this procedure to communicate the decision on a grievance by the City within the specified time limits shall permit lodging an appeal at the next level of the procedure within the time allotted had the decision been given. If the grievance is not processed by the grievant or grievants in accordance with the time limits, the decision last made by the City shall be deemed final.

SECTION 3. PROCEDURE

Grievances will be processed following the procedures set forth below.

A. Level I - Within ten days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee’s immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days.

B. Level II - In the event such efforts do not produce a mutually satisfactory resolution, the grievant shall have ten (10) calendar days to file a formal written grievance after the employee’s immediate supervisor is unable to resolve the grievance through the discussion process. Under no circumstances may a grievance be filed more than twenty-five (25) days from the date the employee knew or should have known of the incident giving rise to the grievance.

1. Procedure for Filing a Grievance -

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

a. The specific section of the departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
b. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.

c. The date or dates on which the violation, misinterpretation or misapplication occurred.

d. What documents, witnesses or other evidence supports the grievant's position.

e. The remedy requested.

C. Level III - If the grievance is not resolved by the immediate supervisor the grievant may present the grievance in writing to the department head within five (5) days. The department head will respond in writing within ten (10) days.

D. Level IV - If the grievance is not resolved by the department head, the grievant may present the grievance in writing to the City Manager within five (5) working days. The City Manager or designee will conduct an informal hearing and render a decision. Each party shall have a right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

SECTION 4. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE

A. The grievance procedure is not intended to be used for the purpose of resolving complaints, requests or changes in wages, hours or working conditions.

B. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews.

C. The procedure is not intended to be used to challenge the merits of a reclassification, lay-off, transfer, denial or reinstatement, of denial of a step or merit increase.

D. The procedure is not intended to be used in cases of reduction in pay, demotion, suspensions or a termination, but is subject to the formal appeal process as outlined in Ordinance 586.

SECTION 5. CONFERENCES

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

SECTION 6. EMPLOYEE APPEALS FROM DISCIPLINARY ACTIONS

A. Any permanent employee in the Classified Service who has been suspended, for a period of six (6) days or more, demoted, dismissed, or reduced in pay shall have a period of ten (10) days following written notification in which to file an appeal or answer the charges.

B. The employee shall forthwith be given in said written notification a statement of the extent and nature of any disciplinary action and a full explanation of the reasons for the action including specific information as to time and place of incidents.
C. Each disciplinary action shall automatically be given administrative review by the City Manager, immediately after the written notification, and the City Manager may countermand the disciplinary action or modify the discipline imposed prior to any hearing as hereinafter provided.

D. Appeals and requests for hearings shall be filed with the City Manager, and then immediately referred to the Los Angeles County Civil Service Commission or City Council, as the case may be.

E. The Commission shall have the right to refuse to hold a hearing in any case in which the appellant fails to present sufficient grounds to warrant a hearing.

F. Procedures for all hearings to be conducted by the Count shall be in accordance with the Rules of the Los Angeles County Civil Service Commission.

ARTICLE XV - LAYOFF

SECTION 1. Grounds for Layoff - Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce because of a lack of funds, lack of work or reorganization, an employee may be laid off, reduced in classification or displaced by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his designee. Such action shall not entitle the laid off, reduced or displaced employee to a right of appeal. The City Manager shall recommend to the City Council each classification to be effected by any such change.

SECTION 2. Notice to Employees - An employee filling a full time position shall be given fourteen (14) calendar days prior notice of lay off. Employees transferred, reduced or displaced shall be given five (5) calendar days notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

SECTION 3. At-Will Employees - The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: emergency employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated as at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

SECTION 4. Procedures for Layoff - A permanent employee in a classification effected by a reduction in force shall be laid off based on seniority in City service; that is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc. Seniority shall be determined by hire date.

SECTION 5. Breaking Ties - Provided that seniority, hiring date is equal retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years in a classification, provided the last rating had been filed at least thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

1. "Unsatisfactory" rating - 0 retention points.
2. "Improvement needed" rating - 6 retention points.
3. "Satisfactory" rating - 12 retention points.
5. "Outstanding" rating - 24 retention points.
SECTION 6. Reduction to a Vacant Position - An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee eligible to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest, etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than to the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.

SECTION 7. Displacement Rights - An employee designated for layoff as a result of abolition of a position or classification may displace (bump) an employee in a lower classification, if the employee previously held permanent status in such classification. An employee who is bumped shall be laid off in the same manner as an employee whose position or classification is abolished.

SECTION 8. Salary Placement - An employee who is assigned to a lower classification as a result of a displacement (bump) shall receive the compensation reflected by the step of the salary range of the new classification closest to the compensation of the employee in the previous classification, and the employee will also be assigned a new salary anniversary date on the effective date of the appointment. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment. The employee shall, however, retain seniority while his/her name remains on a reemployment list or lists, as set forth in subsection 9.

SECTION 9. Reemployment List - The names of permanent employees who have been laid off under this section (including employees who bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment there from for a period for three years from the date their names were placed on the list. As a vacancy within a classification or a lower related classification becomes available, the name appearing at the top for the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refuses the reemployment offer shall be permanently removed from the re-employment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the re-employment list.

SECTION 10. Rights upon Reemployment - If a person is reemployed by the City within three years, the employee's accumulated sick leave allowance, seniority and vacation accrual shall be reinstated. Employees should be placed on the same salary step previously held upon reemployment.

ARTICLE XVI - MISCELLANEOUS

SECTION 1. Credit Union - Employees are eligible to join the regional Centinela South Bay Credit Union.

SECTION 2. Temporary Assignment to Higher Classification - Where an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the
purpose of this section, "appreciable period of time" is defined as ten consecutive working days (eight working days if on four/ten plan) or longer.

SECTION 3. Rest Periods - All bargaining unit employees shall be provided a fifteen (15) minute rest-break near the mid-point of every four hours of scheduled work. In order to ensure that such affected employees are prepared to reconvene performance of their duties precisely at the conclusion of the fifteen (15) minute rest-break, such employees are encouraged to take their break within the building where they are regularly assigned or on the grounds immediately adjacent to the work assignment.

As regards lunch breaks, all affected employees are scheduled for either a thirty (30) or sixty (60) minute lunch break depending upon the work assignment. Said scheduling shall be in accord with pre-existing City practices and procedures.

Failure by an employee to utilize a rest or lunch break shall not result in any accumulation or other "banking" of said unused time, nor shall failure to utilize said rest or lunch break time result in conclusion of the employees regularly scheduled work shift at a time earlier than scheduled nor shall any unused break time be utilized to extend a lunch break. However, in any instance where management mandates that a rest or lunch break not be taken because of the need to provide services to the City, then said additional work time shall be compensated in accord with this MOU, City Rules and Regulations and applicable statutory requirements. Additionally, in said circumstances, management does have the discretion to allow for early termination of an employee's regularly scheduled work hours in amounts of time equivalent to the missed breaks.

SECTION 4. Request for Reclassification Review

A. Basis for request - A bargaining unit employee or Union may make a request for reclassification once every two years, if an employee's job duties and responsibilities have become significantly different over the two-year period.

B. Processing of request - The request for reclassification review must be submitted by the employee or the Union to the employee's immediate supervisor. The employee's supervisor shall submit a written recommendation to the employee's Department Head concerning the merits of the reclassification review request. If the Department Head determines that the employee's job duties and responsibilities have significantly changed, the Director of Human Resources will initiate the reclassification review process.

Human Resources Department staff will have the responsibility to conduct the reclassification review process. However, if the Union and the City mutually agree, a consultant may be utilized at any step of the reclassification review process. The cost of the agreed upon Consultant will be paid by the City.

C. Components of reclassification review -

1. The employee requesting the reclassification review will provide information summarizing the scope and complexity of the duties and responsibilities of the position.

2. The employee requesting the reclassification review will be interviewed and observed at work to assess the validity of the information provided by the employee and to develop a full understanding of the job duties and responsibilities.

3. A salary survey will be performed comparing the employee's position with similar positions in the Cities of Culver City, Gardena, Hawthorne, Hermosa Beach, Inglewood,
Los Angeles, Manhattan Beach, Redondo Beach, Santa Monica, Torrance, and the County of Los Angeles. For purposes of the salary survey, the mid-point of the City's current pay schedule will be compared to the midpoints of the surveyed public entities for positions with similar education and/or experience requirements. Variances of +/- 5% will be considered comparable to the prevailing rate.

D. **Action by the Director of Human Resources** - The completed reclassification survey and a draft job description shall be reviewed by the employee's supervisor and the Director of Human Resources. The Director shall then meet and confer with the Union on the results of the reclassification review. The Director shall then make his or her recommendation to the City Manager. The Director shall recommend to the City Manager the approval of any reclassification request that reflects a substantial change in the duties and responsibilities of the position.

E. **Action by the City Council** - All reclassifications must be approved by the City Council.

F. **Effective date of reclassification** - Any approved reclassification shall become effective the pay period following approval.

G. **Challenge to decision on reclassification request** - The Union may challenge the denial of the reclassification request by the Director of Human Resources, the City Manager or the City Council. Any challenge to the denial of the reclassification request will be governed by this section and not by Article XVI, Grievance Procedure. If a challenge is made, a new classification review will be completed by a neutral entity selected by mutual agreement of the Union and the City. The parties agree to accept the conclusions reached by the neutral entity. The cost of the consultant's services will be shared equally by the Union and the City.

SECTION 5. **Seniority** - For the purpose of this Memorandum of Understanding, seniority shall be defined as a bargaining unit member's total, continuous employment in a position in the City's classified service. Total, continuous employment is that which is uninterrupted by separation and includes 1) actual time worked, 2) authorized leave of absence, both paid and unpaid, 3) family leave, 4) military leave and 5) industrial injury or illness leave. For purposes of this section, a leave of absence without pay is limited to a maximum of 90 continuous days.

SECTION 6. **Standby Duty** - Standby Duty is the time that employees, who have been released from duty, are specifically required by their supervisor to be available for return to duty when required by the City. During Standby Duty, employees are not required to remain at their City work station or any other specified location. Standby Duty employees are free to engage in personal business or activities. However, standby duty requires that employees:

1. Be ready to respond immediately.

2. Be reachable by paging device or telephone. The City may, in its discretion, provide a paging device (e.g., a beeper) to an assigned Standby Duty employee.

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

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

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

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

For each period of standby duty, employees shall be provided the choice of two (2) hours of compensatory time off or two (2) hours of paid time. A period of standby duty shall be defined as one (1) day, commencing at 0001 and ending at 2400.

An employee who uses sick leave or vacation leave during a standby period, occurring on or after September 9, 2000, shall not be provided any form of compensation for the standby period, unless the employee's department head approves, in writing, the provision of the normal standby period compensation.

SECTION 7. Jury Duty - Employees shall be entitled to a leave of absence for jury duty subject to compliance with all of the following conditions:

A. The employee must provide written notice of the expected jury duty to his or her supervisor as soon as possible, but in no case later than 14 calendar days before the beginning of the jury duty.

B. During the first two weeks of jury duty, an employee shall be entitled to receive his or her regular compensation.

C. For any portion of jury duty that extends beyond the first two weeks, such extended jury duty period shall be without regular pay.

D. Any compensation for the first two weeks of jury duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.

E. While on jury duty, the employee must report to work during any portion of a day that the employee is relieved of jury duty for three or more consecutive hours. Employees relieved of jury duty for three or more consecutive hours may use accrued leave to take the rest of the day off, provided they have secured prior supervisory approval.

F. The employee must provide documentation of his or her daily attendance on jury duty.

G. However, notwithstanding Section C above, employees may access accrued vacation leave, sick leave and compensatory time, if jury duty extends beyond two weeks.

SECTION 8. Classification Study – The parties agree to Meet and Confer regarding the results of a Classification and Salary Study for all represented job classifications, conducted by a City-selected consulting firm. The study will commence in January 2012, and any changes in job classification and salary range placement will be implemented effective the start of the second pay period in the month of September, 2012.
ARTICLE XVII - DRUG-FREE WORKPLACE STATEMENT
AND SUBSTANCE ABUSE POLICY,
SMOKING POLICY AND BREAK POLICY

The parties have met and conferred in good faith regarding the adoption of a revised drug-free workplace statement and substance abuse policy dated July 1, 2008, as well as a non-smoking policy and break policy and the same shall be implemented concurrent with adoption of this MOU.

ARTICLE XVIII - PERSONNEL FILE

SECTION 1. The official personnel file of each employee shall be maintained in the Human Resources Department. A unit member and/or a Union representative authorized by the member, in writing, may review or obtain copies of material from the employee's file with the exception of material that includes ratings, reports or records which are obtained prior to the employment of the employee involved.

SECTION 2. Employees shall be provided any copies of derogatory material placed in their official file. Employees will be requested to acknowledge they received any derogatory material prior to it being placed in their personnel file.

SECTION 3. All customer or citizen letters of a positive nature and/or any City commendations, letters of achievements and recognition will be placed in the employee's personnel file.

ARTICLE XIX - AGENCY SHOP AGREEMENT

Legislative Authority – The City of El Segundo (City) and California Teamsters Local 911 (Union) mutually understand and agree that in accordance with State of California law, per adoption of SB 739, and the Agency Shop election held January 2004, a majority of the full time, regular employees in classifications represented by the Union voted to be covered by an Agency Shop agreement. As a result of the Agency Shop election, as a condition of continued employment, this Agency Shop agreement hereby requires that all bargaining unit employees:

1. Elect to join the Union and pay union dues; or
2. Pay an agency fee for representation; or
3. With a religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

Union Dues/Agency Fee Collection

Effective January 2004, the Finance Department shall deduct union dues, agency fee and religious exemption fees from all employees who have signed a written authorization and a copy of that authorization has been provided to the Finance Department. Employees on leave without pay or employees who earn a salary less than the union deduction shall not have union dues or agency fee deduction for that pay period.

The Union shall notify the City of any agency fee payer who elects to only pay fair share fees, the fee equal to direct representation costs as determined by the Union's certified financial report. The Union shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer's paycheck.
The Union shall set the dues amount pursuant to the International Brotherhood of Teamsters (IBT) constitution and notify in advance all affected employees and the City if the amount will change.

New Hire Notification

Effective January 2004, all new hires in this general bargaining unit shall be informed by Human Resources, at the time of hire, that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this agreement, the Memorandum of Understanding and a form, mutually developed between the City and the Union that outlines the employee’s choices under the Agency Shop agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Finance Department. The Union may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Union.

Failure to Pay Dues/Fees

Should an employee fail to make an election and provide the City a signed copy of the Agency Shop employee election form, the Union shall notify the City, requesting the employee be terminated from employment for failure to make an election. Within ten (10) working days of each new hire in the bargaining unit, the City shall notify the Union of all new hires, providing the Union the employee’s name, classification and date of hire.

Religious Exemption

An employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a union shall not be required, as a condition of employment, to join the union and pay union dues or pay an agency fee for representation.

An employee claiming religious exemption status shall be required to provide to the Union proof of affiliation with such a religious body or sect.

In lieu of union dues or agency fee, the employee claiming religious exemption shall be required to pay a fee equal to the Agency Fee, to a non-labor, non-religious charitable organization.

Records

On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union’s certified financial report. The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

Rescission of Agreement

The Agency Shop agreement may be rescinded at any time during the term of the Memorandum of Understanding by a majority vote of all employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.
Indemnification

The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this agreement.

ARTICLE XX - ZIPPER CLAUSE

This Memorandum of Understanding constitutes the sole agreement between the parties. The parties acknowledge that during the meet and confer sessions which preceded and resulted in this Memorandum of Understanding, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the sphere of meet and confer and that this Memorandum of Understanding was arrived at by the parties after the exercise of those rights and opportunities.

ARTICLE XXI - CATASTROPHIC LEAVE BANK

Pursuant to the meet-and-confer process for 1997-98, it was agreed upon that effective July 1, 1997, or as soon thereafter as is possible, the City shall establish a Catastrophic Leave Bank for represented employees as follows:

1. PURPOSE

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

2. DEFINITION

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

3. PROCEDURES

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

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

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

D. Employees must hold a minimum of one hundred and twenty (120) hours of accumulated illness/injury leave after a donation has been made.

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

Chesire Mordasini,
Business Representative

Gregorio Daniel,
Business Representative

James Oliver, Chief Steward

Glenn Busick, Wastewater Supervisor

Gary Gaulbi, Sr. Administrative Analyst

Stella Georgious, Senior Accountant

Emma Johnson, Police Records Supervisor

7-14-09
Date

For the City of El Segundo:

Jack Way, City Manager

Bob Hyland, Director of Human Resources

Deborah Cullen, Director of Finance

Angelina Garcia, Fiscal Services Manager

Martha A. Dijkstra, Human Resources Manager

7/15/09
Date
AGENDA DESCRIPTION:

Consideration and possible action regarding approval of annual on-going agreements and issuance of blanket purchase orders for Fiscal Year 2009-2010 in excess of $25,000 for the Recreation and Parks Department (Fiscal Impact: $241,018)

RECOMMENDED COUNCIL ACTION:

1. Authorize the issuance of a blanket purchase order to Lane Donovan Partners, LLC (Agreement # 3399) to provide management services for The Lakes at El Segundo municipal golf course for an amount not to exceed $108,000.

2. Authorize the City Manager to enter into a contract for professional services with the South Bay Children's Health Center Association for the South Bay Youth Project on-site counseling services at El Segundo Unified School District facilities for an amount not to exceed $33,018.

3. Authorize the City Manager to amend/extend Agreement #3476 for ongoing maintenance agreement with Great Scott Tree Service Inc. The extension will be for two (2) years commencing on October 1, 2009 and ending on September 30, 2011 with three (3) one (1) year renewal periods to be renewed upon mutual consent of the parties ending September 30, 2014. Total cost for services not to exceed $100,000.

4. Alternatively, discuss and take other action related to these items.

ATTACHED SUPPORTING DOCUMENTS:

None.

FISCAL IMPACT: Included in Adopted Budget

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ORIGINATED BY: Vina Ramos, Administrative Analyst
REVIEWED BY: Bob Cummings, Director of Recreation and Parks
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

1. Lane Donovan Partners, LLC has been providing contracted management services for The Lakes Golf Course on a month-to-month agreement (Agreement #3399) since December 2004. For Fiscal Year 2009-2010, total cost for services not to exceed $108,000.
2. South Bay Children's Health Center Association (SBCHCA) provides on-site counseling services for El Segundo youth and families at El Segundo Unified School District facilities through the South Bay Youth Project (SBYP). The contract for Fiscal Year 2009-2010 with SBCHCA/SBYP is $27,498, with an annual participating agency fee of $5,520, totaling an amount not to exceed $33,018.

3. Great Scott Tree Service Inc. provides tree maintenance for the City. The agreement does not guarantee a specific amount of work for tree maintenance service and the quantity of work may increase or decrease depending on the annual needs of the community. The contractor understands the tree population of the City and agrees to provide the specified services identified in the bid proposal. Total cost for services not to exceed $100,000.
AGENDA DESCRIPTION:

Consideration and possible action regarding the adoption of Ordinance No. 1432 for a zone change from the General Commercial (C-3) Zone to the Corporate Office (CO) Zone on the site located at 900, 950 and 960 Sepulveda and 901 and 915 Selby Street. Applicant: The Boeing Company (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Waive second reading and adopt Ordinance No. 1432; and/or
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Ordinance No. 1432

FISCAL IMPACT: None

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ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager

REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety

APPROVED BY: Jack Wayt, City Manager

I. Background and Discussion

On September 1, 2009, the City Council adopted Resolution No. 4612 approving Environmental Assessment No. 819 to adopt a Draft Mitigated Negative Declaration and Addendum, General Plan Amendment No. 08-02, and Off-Site Parking Covenant to allow the conversion of warehouse and storage uses into offices uses and a building addition of 40,791 square feet of office uses for a maximum of 205,284 square feet of development on the site located at 900, 950, 960 Sepulveda Boulevard and 901 and 915 Selby Street. The City Council also introduced and had first reading of an Ordinance to adopt Zone Change No. 08-01. If adopted, Ordinance No. 1432 will become effective in 30 days.
ORDINANCE NO. 1432

AN ORDINANCE APPROVING ZONE CHANGE NO. 08-01 FOR THE BOEING SELBY BLOCK PROJECT (900, 950 AND 960 SEPULVEDA AND 901 AND 915 SELBY STREET).

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

SECTION 1: The City Council finds and declares that:

A. On December 23, 2008, The Boeing Company filed an application for an Environmental Assessment (EA-819), General Plan Amendment (GPA No. 08-02) and Zone Change (ZC No. 03-2) to re-designate and rezone an approximately 5.89-acre property at the southeast corner of Sepulveda Boulevard and Imperial Avenue. On August 5, 2009, The Boeing Company filed the additional application for an off-site parking covenant (MISC No. 09-02) requesting to locate 283 parking spaces off-site at other locations within the Boeing Campus area. If these matters are approved, the applicant proposes to renovate the four existing buildings at the project site and connect the buildings with a 40,791 square-foot, three-story addition for office uses.

B. The applications from the Boeing Company were reviewed by the City of El Segundo Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code ("ESMC");

C. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the "CEQA Guidelines"), and the City's Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

D. An Initial Study was prepared pursuant to the requirements of CEQA. A Mitigated Negative Declaration was prepared and circulated for public review and comment from June 26, 2009 to July 27, 2009;

E. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for August 13, 2009. Following the August 13th public hearing, the Planning Commission recommended that the City Council adopt this Ordinance;
F. On September 1, 2009 the City Council held a public hearing and considered the information provided by City staff, public testimony and the Boeing Company; and

G. This Ordinance and its findings are made based upon testimony and evidence presented to the Council at its September 1, 2009 hearing including, without limitation, the staff report submitted by the Department of Planning and Building Safety.

SECTION 2: Factual Findings and Conclusions.

The factual findings and conclusions set forth in Resolution No. 4612, adopted on September 1, 2009, are incorporated as if fully set forth.

SECTION 3: Zone Change Findings.

A. Based on the factual findings and conclusions of this Ordinance, the proposed Zone Change is necessary to carry out the proposed project because the proposed General Plan Amendment would change the land use classification on portions of the project site from General Commercial to Corporate Office. The proposed Zone Change is necessary to maintain consistency with the proposed General Plan land uses designation of Corporate Office.

B. ESMC Title 15 is intended to be the primary tool for implementing the goals, objectives and policies of the El Segundo General Plan. The zone change will maintain consistency with the proposed change in General Plan land use designation to Corporate Office and also is consistent with the following General Plan goals, objectives and policies discussed in Section 4 of Resolution No. 4612, adopted on September 1, 2009, which is incorporated as if fully set forth:

   1. Land Use Element Goal LU4 "provision of a stable tax base for El Segundo through commercial uses."

   2. Land Use Element Objective LU4-3 "provide for new office and research and development uses."

   3. Land Use Element Policy LU 4-3.6 to "require landscaping, its maintenance, and permanent upkeep in all new office and mixed-use developments."
4. Land Use Element Policy LU 7-1.2 that "no new development shall be allowed unless adequate public facilities are in place or provided for."

5. Economic Development Objective ED 1-1 "To build support and cooperation among the City of El Segundo and its business and residential communities for the mutual benefits derived from the maintenance and expansion of El Segundo's economic base."

6. Economic Development Policy ED 1-1.1 "Maintain economic development as one of the City's and the business and residential communities' top priorities."

7. Economic Development Policy ED2-1.1 "Take steps to maintain public sector support of the business community."

Section 4: Approvals. The City Council amends the current Zoning Map to reflect a change of the area bounded by East Imperial Avenue on the north, Selby Street on the east, East Walnut Avenue on the south, and Sepulveda Boulevard on the west, excluding the parcel on the southwest corner of Selby Street and East Imperial Avenue, from General Commercial (C-3) to Corporate Office (CO). The corresponding changes to the Zoning Map as set forth in attached Exhibit "A," which is incorporated into this Ordinance by reference.

SECTION 5: Environmental Assessment. Resolution No. 4612 adopted an MND for this Project which, among other things, properly assesses the environmental impact of this Ordinance, and the Project, in accordance with CEQA. This Ordinance incorporates by reference the findings and analysis set forth in Resolution No. 4612.

SECTION 6: Repeal or amendment of any provision of the ESMC 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 7: 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 8: Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that
such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: Effective Date. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this 15th day of September 2009.

Kelly McDowell, Mayor

ATTEST:

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

I, Cindy Mortesen, 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. 1432 was duly introduced by said City Council at a regular meeting held on the 1st day of September 2009, 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 15th day of September, 2009, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cindy Mortesen, City Clerk

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

By:
Karl H. Berger, Assistant City Attorney
Proposed change to Corporate Office (CO)
AGENDA DESCRIPTION:
Consideration and possible action regarding the approval of the Second Amendment to a Professional Services Agreement with J. Lee Engineering Inc. to provide building plan check consulting services for the Planning and Building Safety Department through September 30, 2010 for Fiscal Year 2009-10. (Fiscal Impact: $150,000)

RECOMMENDED COUNCIL ACTION:
1. Approve a budget appropriation for $150,000 to provide building plan check consulting services;

2. Authorize the City Manager to execute the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, to increase the amount in the agreement and purchase order by $150,000 and to extend the term to expire on September 30, 2010; and/or,

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

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Included in Adopted Budget

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ORIGINATED BY: Sam Lee, Building Official

REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
Under an existing Professional Services Agreement with the City, J. Lee Engineering provides building plan check consulting services for the Planning and Building Safety Department.

Recommendation

The Planning and Building Safety Department requests that the Council 1) approve a budget appropriation of $150,000 for building plan check consulting services; 2) approve the Second Amendment to the professional services agreement with J. Lee Engineering to increase the amount in the existing agreement and purchase order by an additional $150,000 (for Fiscal Year
2009-10), totaling $600,000, and to extend the term until end of FY 2009-10; and 3) authorize the City Manager to execute the amendment to the Professional Services Agreement with J Lee Engineering Inc. for building plan check services.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT
MEETING DATE: September 15, 2009
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding the approval of the Fifth Amendment to a Professional Services Agreement with JAS Pacific for $100,000 to provide building inspection consulting services for the Building and Safety Division through September 30, 2010 for Fiscal Year 2009-10 (Fiscal Impact: $100,000)

RECOMMENDED COUNCIL ACTION:
1. Approve a budget appropriation for $100,000 to provide building plan check consulting services;
2. Authorize the City Manager to execute the amendment to the existing agreement with JAS Pacific to provide building inspection consulting services in a form approved by the City Attorney, to increase the amount in the agreement and purchase order by $100,000 and to extend the term for one year through September 30, 2010;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

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ORIGINATED BY: Sam Lee, Building Official
REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

Under an existing Professional Services Agreement with the City, JAS Pacific Inc. provides building inspection consulting services for the Planning and Building Safety Department.

Recommendation

The Planning and Building Safety Department requests that the Council 1) approve a budget appropriation of $100,000 for building plan check consulting services; 2) approve the Fifth Amendment to the professional services agreement with JAS Pacific Inc. to increase the amount in the existing agreement and purchase order by an additional $100,000 (for Fiscal Year 2009-
10), totaling $528,000, and to extend the term until end of FY 2009-10; and 3) authorize the City Manager to execute the amendment to the Professional Services Agreement with JAS Pacific Inc. for building inspection services.
AGENDA DESCRIPTION:
Consideration and possible action regarding the approval of the Third Amendment to a Professional Services Agreement with John L. Hunter and Associates, Inc for $50,000 to provide storm water plan check services and implementation support of the City's Standard Urban Storm Water Mitigation Plan (SUSWMP) Ordinance No. 1329 for the Planning and Building Safety Department and to extend the term through September 30, 2010 for Fiscal Year 2009-10 (Fiscal Impact: $50,000)

RECOMMENDED COUNCIL ACTION:
1. Approve a budget appropriation for $50,000 to provide storm water plan review services and implementation support of the City's Standard Urban Storm Water Mitigation Plan (SUSWMP) Ordinance No. 1329;
2. Authorize the City Manager to execute the amendment to the existing agreement with John L. Hunter and Associates, Inc. to provide plan review and inspection services in compliance with SUSWMP Ordinance No. 1329 and extend the term for one year through September 30, 2010;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

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ORIGINATED BY: Sam Lee, Building Official
REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
On January 16, 2001, City Council approved Ordinance 1329 implementing the SUSWMP of the California Regional Water Quality Control Board for the Los Angeles region. John L. Hunter and Associates, Inc. assists city staff in implementing the ordinance by providing consulting services for SUSWMP plan check, field inspection and staff training.

John L. Hunter and Associates, Inc. (formerly Hunter-Kennedy and Associates) have continued to provide quality service for the city. Staff is very satisfied with John L. Hunter and Associates,
Inc. performance. Therefore, Planning and Building Safety staff recommends continuing with them and extending the Professional Services Agreement for an additional year through September 30, 2010.

**Recommendation**

The Planning and Building Safety Department requests that the Council 1) approve a budget appropriation of $50,000 for storm water plan review, inspection, and training services; 2) approve a Third Amendment to the professional services agreement with John L. Hunter and Associates, Inc. to increase the amount in the existing agreement by an additional $50,000 (for fiscal year 2009-10) and extend the term for one year through September 30, 2010; and 3) authorize the City Manager to execute the amendment to the Professional Services Agreement with John L. Hunter and Associates, Inc. for storm water plan review services and implementation support of the City’s Standard Urban Storm Water Mitigation Plan (SUSWMP) Ordinance No. 1329.
AGENDA DESCRIPTION:

Consideration and possible action regarding the approval of a Second Amendment to a Professional Services Agreement with Willdan to provide planning consulting services for a contract staff position for the Planning and Building Safety Department for Fiscal Year 2009-2010 and issuance of a purchase order in excess of $25,000 for Fiscal Year 2009-2010. (Fiscal Impact: $80,000)

RECOMMENDED COUNCIL ACTION:

1. Approve a budget appropriation of $80,000 to provide planning consulting services;

2. Authorize the City Manager to execute the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, to increase the amount in the agreement and purchase order by $80,000 and to extend the term to expire on September 30, 2010 for planning consulting services; and/or,

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

ATTACHED SUPPORTING DOCUMENTS:

None.

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ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager

REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

The Planning and Building Safety Department is continuing to supplement the permanent Planning Division staff with contract planning services for Fiscal Year 2009-2010. This contract is for consultant support at the Senior Planner level to assist the Department with complex planning projects; particularly to provide continuity of service with specific ongoing large development projects. Although the Planning Division has significantly reduced its contract staffing service requests this year commensurate with reductions in development activity, the Planning Division will continue to use contract planning services to provide a high level of customer service primarily for time-sensitive complex development projects and to assist with other Division priority projects.
The Planning and Building Safety Department is requesting appropriation of $80,000 for a part-time contract planning staff position and approval of a second amendment to the existing professional services agreement with Willdan to continue to retain planning consultant services. The second amendment to the professional services agreement increases the amount of the existing contract by $80,000 and extends the contract period to September 30, 2010.

Recommendation

The Planning and Building Safety Department requests that the Council: 1) approve a budget appropriation of $80,000 for planning consulting services; and 2) authorize the City Manager to execute a Second Amendment to the Professional Services Agreement with Willdan, in a form approved by the City Attorney, to increase the amount in the agreement and purchase order by $80,000 and to extend the term to expire on September 30, 2010 for planning consulting services.
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of annual on-going service agreements and issuance of blanket purchase orders for FY 09-10 in excess of $25,000 for the Police Department. (Fiscal Impact: $276,200.)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute a one-year contract with the West Covina Service Group for Computer Aided Dispatching/Records Management System, Mobile Data Computer maintenance and operations, not to exceed $68,500.

2. Authorize the City Manager to execute a one-year contract with Motorola for two-way radio repair and maintenance of the Communication Center’s radio assets and infrastructure, not to exceed $75,000.

3. Authorize the City Manager to execute a one-year contract with the Society for the Prevention of Cruelty to Animals Los Angeles for animal sheltering services, not to exceed $28,200.

4. Authorize the City Manager to execute a one-year contract with Duncan Solutions (formerly Enforcement Technology Inc.) for processing of parking citations/collections, not to exceed $77,000.

5. Authorize the City Manager to execute a one-year contract with AT&T Connection Services for communications related to mobile data computers and radio sites, not to exceed $27,500.

6. Alternatively discuss and take other action related to these items.

ATTACHED SUPPORTING DOCUMENTS:
None.

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ORIGINATED BY: Bob Turnbull, Captain
REVIEWED BY: David Cummings, Chief of Police
APPROVED BY: Jack Wayt, City Manager
BACKGROUND AND DISCUSSION:

The following are explanations for proposed FY 09-10 contracts for services procured by the Police Department that exceed $25,000:

1. West Covina Service Group

001-400-3101-6278 ($28,200)  
001-400-3107-6278 ($40,300)

The Police Department budget includes $68,500 annually in order to operate and maintain its Computer Aided Dispatching/Records Management (CAD/RMS) and a Mobile Data Computer (MDC) system, as well as providing software upgrades and on-going maintenance of the systems by the West Covina Service Group. This amount includes a 24 hours-per-day, seven-days-per-week internal and external interface with state and federal databases for access to criminal records, motor vehicle and drivers’ license information. The internal interface allows dispatch and records personnel access to this information; the external interface allows field officers wireless access via their mobile data computer. Additionally, the West Covina Service Group provides the hardware and software necessary to operate the systems, as well as maintenance and network monitoring.

2. Motorola

001-400-3107-6206 ($75,000)

The Police and Fire Departments utilize Motorola equipment for mobile two-way radio communications. Additionally, all related radio system equipment and infrastructure for the El Segundo Public Safety Communications Center is manufactured by Motorola. The majority of the previously described equipment is no longer under warranty.

The City does not employ a radio service technician; therefore, it must contract for such services. The City has utilized the services of Motorola to provide for maintenance of its radio assets and infrastructure. This maintenance contract contains the following components: On-site Infrastructure Response; Technical Support Service; Infrastructure Repair; Radio Repairs; and, Local Radio Support. Included within these components are the availability of on-site technical service support 24 hours-per-day, seven-days-per-week. Motorola technical services provide support for issues that require a high level of communications systems expertise and troubleshooting by technologists who specialize in diagnosis and resolution of system performance issues, as well as on-site asset and infrastructure repair of all applicable equipment.


001-400-3108-6206 ($28,200)

The SPCALA provides animal sheltering services for the Police Department’s Animal Control program. The SPCALA is utilized to shelter dogs, cats, wild animals, etc. that are captured, found or given to the Animal Control program. The City has contracted with the SPCALA for sheltering services since the Police Department took over all animal control functions.
4. Duncan Solutions

001-400-3101-6206 ($77,000)

Duncan Solutions, provides a maintenance contract for the Police Department Traffic Division’s Processing system. This system is utilized by parking personnel to issue parking citations. Duncan Solutions also provides a collection service for delinquent parking citations.

5. AT&T Connection Services

001-400-3107-6278 ($27,500)

AT&T Connection Services provides a link between West Covina and the Police Department’s dispatch and records. These funds will provide necessary training on the integration, use, and maintenance of programs such as CHEERS and digital booking. In addition, AT&T provides a connection between West Covina and the Police Department’s mobile data computer (MDC) package. The requested funds are necessary to equip, integrate, maintain and upgrade the systems.
AGENDA DESCRIPTION:

Consideration and possible action to receive and file the revised Public Hearing date of November 3, 2009, to consider proposed water service rate increases associated with providing water services to property located in the City of El Segundo. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

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

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: None

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ORIGINATED BY: Cathy Domann, Deputy City Clerk

REVIEWED BY: Cindy Mortesen, City Clerk

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

El Segundo Municipal Code § 1-4-4 B states that if a regular City Council meeting falls on an election date where voters registered in El Segundo are eligible to vote, then the regular meeting will be scheduled for the next business day.

On September 1, 2009 staff was directed to implement the Proposition 218 protest ballot procedures for the proposed potable water rate increases and set the Public Hearing for Wednesday, November 4, 2009 because Tuesday, November 3, 2009 was scheduled as a General Election date.

Staff has been notified that the El Segundo Unified School District Board of Education election, scheduled for Tuesday, November 3, 2009 has been cancelled and there are no other items on the ballot for El Segundo voters. Therefore the first regular Council meeting for November is scheduled for Tuesday, November 3, 2009.
AGENDA DESCRIPTION:

Consideration and possible action to award a contract to The Jones Payne Group for Design and Testing Services related to the Residential Sound Insulation (RSI) Program.
(Fiscal impact: $945,220)

RECOMMENDED COUNCIL ACTION:

1. Award a contract to The Jones Payne Group for Design and Testing Services related to the Residential Sound Insulation Program;

2. Authorize the City Manager to execute a contract in a form approved by the City Attorney; and/or

3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Cover Letter from John Hansen, AAIA (Principal-in-Charge) for The Jones Payne Group
Proposal from The Jones Payne Group, consisting of:
  Section I – Description of Project
  Section II – Scope of Services
  Section III – Project Team
  Section IV – Schedule
  Section V – Compensation
  Section VI – Insurance
  Section VII – MW/DBE participation
  Attachment A – Statement of Basis of Contract
  Attachment B – Summary of Compensation
  Attachment C – Rate Range Summary
  Attachment D – Compensation Detail Sheets
  Attachment E – Unit Cost Summary

FISCAL IMPACT: $945,220

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ORIGINATED BY: James S. O'Neill, Program Manager
REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

At its meeting on July 21, 2009, the City Council authorized staff to negotiate with The Jones Payne Group for Design and Testing Services related to the Residential Sound Insulation (RSI) Program.
City staff is pleased to report that those negotiations have resulted in a proposal from The Jones Payne Group (JPG) which represents providing those services for approximately 200 homes by December 2010 at an expected average cost of $4,726 per home (based on a home size of 1500 – 2000 square feet). The total price of the contract is not to exceed $945,220.

Combined with the successful completion of designs for 200 homes provided under the recent contract extension to Wyle Laboratories, Inc, City staff anticipates construction of approximately 400 homes in calendar year 2010.

As previously reported, City staff are of the opinion that the program would benefit from two (2) consultants providing Design and Testing Services. With two consultants, there is greater potential for providing more completed designs in the same time period, allows for the program to benefit from the collective experience of two consultants, and “doesn’t put all of our eggs in one basket” should problems arise.

Most other RSI Programs have hired multiple consultants in recent years. (The City of Inglewood currently utilizes four different design consultants on its RSI Program.)

City Council is reminded that eighty percent (80%) of costs associated with the Residential Sound Insulation Program are covered by federal grant funding from the Federal Aviation Administration (FAA). This remains a funding source until those funds identified in the Grant Implementation Plan to the City of Los Angeles are exhausted. Remaining expenses, except for elective “Owner Upgrades” selected by property owners, are paid for by funding received as part of the settlement agreement with the City of Los Angeles, administered by their Department of Airports or commonly referred to as Los Angeles World Airports (or “LAWA.”)
September 8, 2009

Mr. James S. O'Neill
Program Manager
Residential Sound Insulation Program
City of El Segundo
350 Main Street
El Segundo, CA 90245

Re: Design & Testing Services for 200 Units

Dear Mr. O'Neill:

The Jones Payne Group is thankful to have the opportunity to submit our revised fee proposal for design and testing services related to the Residential Sound Insulation Program. The fee proposal is based on the scope of work listed in RFQ-No. 07-06. The attached fee proposal assumes the following:

- Fees anticipate an October 5 NTP and assessment visits to start October 26.
- All work is to be complete by no later than December 2010.
- 200 units will be assessed and bid over 8 contracts.
- City will fill assessment visit time slots at 5 units per day Monday thru Wednesday during the weeks of 10/26; 11/2; 11/9; 11/16; 11/30; 12/7; 12/14; 1/4; 1/11; 1/25; 2/1; 2/8.
- City will fill assessment visit time slots at 5 units per day Tuesday thru Wednesday (holiday weeks) during the weeks of 1/18; 2/15.
- City will be available on the following Monday's to review CP's: 11/2; 11/9; 11/16; 11/23; 12/7; 12/14; 12/21; 1/11; 1/19 (Tuesday); 1/25; 2/1; 2/8; 2/16 (Tuesday); 2/22
- Plan check duration will not exceed 2 weeks.
- The Jones Payne group will select which homes go into which bid set.
- Acoustical pre & post test will be done in one round each. Any homes requiring acoustical tests will be pushed in schedule to accommodate bidding schedule.
- Bid and Award Process cannot exceed 50 working days (5 weeks advertisement through bid opening plus 3 weeks to Council plus 2 weeks NTP).
- Construction - Procurement Budget is 10 weeks.
- Construction - 10 weeks budgeted to Treat 25 Homes - (25/4 + 1 week break + 2 weeks to complete).
- City staff will be the primary point of contract with the homeowners and will conduct program communications with the exception of the scheduling of site visits for architecture and acoustical services.
• City staff will lead the Bid & Award process and handle reproduction and distribution of bid documents. The City will lead the pre-bid conference and handle bid opening and award activities.

• Environmental and Structural support services will be handled as a reimbursable expense through the Jones Payne Group.

• The City will be acting as the Construction Manager for the project and will be the primary point of contact with the Contractors.

• The City will be handling all Close-Out activities.

Please let me know if you have any questions or require further documentation.

Very truly yours,

The Jones Payne Group, Inc.

[Signature]

John Hansen, AAIA
Principal-in-Charge

cc: Joe Chairez, Project Manager
    Michael Payne, Principal

Attachments:

Section I – Description of Project
Section II – Scope of Services
Section III – Project Team
Section IV – Schedule
Section V – Compensation
Section VI – Insurance
Section VII – MW/DBE participation
Attachment A – Statement of Basis of Contract
Attachment B – Summary of Compensation
Attachment C – Rate Range Summary
Attachment D – Compensation Detail Sheets
Attachment E – Unit Cost Summary
SECTION I

DESCRIPTION OF PROJECT

The City of El Segundo, in partnership with the FAA, Los Angeles World Airports (LAWA), and the State of California, is enhancing the quality of life for residents impacted by LAX through its Residential Sound Insulation (RSI) Program. The City's Residential Sound Insulation Program is entering its twenty-fourth year. The City currently contracts with one consultant team to deliver the program, and is issuing this request to add an additional consultant to help address funding surpluses.

The purpose of this cost proposal is to procure design and testing services for up to 200 properties to be bid in 8 bid sets. The projected start date of the contract is October 1, 2009 and all work is to be complete no later than December 2010.

END OF SECTION
SECTION II

SCOPE OF SERVICES

The following proposed Scope of Services has been prepared for Design and Testing Services for the City of El Segundo’s Residential Sound Insulation Program. Detailed task breakdowns and descriptions, by phase, are provided for the following service categories:

- 01000. Program Administration
- 02000. Agency Coordination
- 03000. Customer Service/Community Liaison
- 04000. Architectural & Engineering Services
- 05000. Procurement & Bidding
- 06000. Construction Phase Services
- 07000. Program Evaluation & Close-out

TASK 01000 - PROGRAM ADMINISTRATION

TASK 01001 PROGRAM ADMINISTRATION & MANAGEMENT

The Consultant shall provide oversight and management for all Jones Payne Team task related services identified in this Work Plan. Management and coordination will include project procedures, policies, development of a timeline of milestones, maintenance of project records and documents, reporting and communications both written and verbal.

TASK 01002 PREPARE MONTHLY PROGRESS REPORTS

The Consultant will prepare and submit to the City a Monthly Progress Report to be submitted with monthly billings for the RSIP Project, which summarizes work-in-progress by phase and task, percentage complete of tasks completed during the reporting period, key milestones achieved for program development, design and construction, upcoming program events and / or deadlines, and key program issues and proposed resolution.

TASK 02000 - AGENCY COORDINATION

TASK 02001 COORDINATE WITH CITY’S RSIP PROGRAM STAFF

The Consultant will coordinate with the City on program review and development, homeowner coordination, design, construction and close out. This task includes telephone coordination, conferences, meetings, and general program coordination.

TASK 2002 COORDINATE WITH LOCAL BUILDING OFFICIALS

The Consultant will meet with City building officials to review the overall RSIP Program, its objectives, and treatment approaches for acoustical upgrades to insulation, windows, doors, and ventilation systems. The Consultant will prepare memo on meeting results and circulate among City RSIP staff for review.
TASK 2003 PLAN CHECK COORDINATION

The Consultant will coordinate with the City's Department of Building and Safety and complete Building Permit applications in accordance with City's established procedures responding to inquiries from City staff in a timely manner.

TASK 03000 - CUSTOMER SERVICE/ COMMUNITY LIAISON

TASK 3001 SCHEDULE PRE-ACOUSTICAL TESTS

The Consultant will be the primary point of contact for scheduling of acoustical pre-tests with the homeowners.

TASK 3002 SCHEDULE POST-ACOUSTICAL TESTS

The Consultant will be the primary point of contact for scheduling of acoustical post-tests with the homeowners.

04000 - ARCHITECTURE & ENGINEERING SERVICES

TASK 04001 CONDUCT SITE ASSESSMENT VISITS

The Consultant will conduct architectural and engineering assessment visits for up to 200 residences selected for participation in the Project. The technical team will include architectural, mechanical, and constructability staff to review existing field conditions, determine acoustical testing locations, review acoustical treatment applications and construction approach, and brief the homeowner on the technical and construction process.

The Consultant will document all existing floor plans, photo elevations, door / window types and schedules, and prepare existing conditions details for acoustical product installations. The team will also collect data on wall / ceiling construction, attic / basement conditions, special conditions such as dormered areas in bedrooms that may require additional treatment, or code conditions such as window sill heights below 18", or above 44", and annotate net clear openings at bedroom windows.

The Consultant will also document existing conditions for all M&E systems, including heating and air conditioning systems, electrical service and capacity, equipment age and condition for all homes in the Project. Where added mass to roof and ceiling assemblies is required, structural investigations will be performed at a separate visit to the residence.

Site visits will also attempt to identify significant structural shortcomings such as termites, dry rot, water damage, or unsafe deviations from the California Building Code requirements.

TASK 04002 PREPARE DESIGN CONCEPT PACKETS

Treatment concept packets will be prepared by the Consultant, including CAD generated plan(s), written descriptions of RSI improvements, door and window schedules and elevations, as well as any wall / ceiling upgrades. The Consultant will also prepare mechanical, electrical and ventilation documentation for the upgrading and/or replacement of existing systems, including a written scope of work, plans showing the location of existing and new equipment, as well as code related items required for compliance.

Treatment concept packets will be prepared by the Consultant, including CAD generated plan(s), written descriptions of RSI improvements, door and window schedules and elevations, as well as any wall / ceiling upgrades. The Consultant will also prepare mechanical, electrical and ventilation documentation for the upgrading and/or replacement of existing systems, including a written scope of
work, plans showing the location of existing and new equipment, as well as code related items required for compliance.

Where the need dictates, structural calculations will be included in Concept Packet submission.

Prior to review with the City, the Consultant teams Acoustical Consultant will review concept packets and provide comments and recommendations as necessary.

The Consultant shall meet with the City's RSI Program Manager on a weekly basis during the design process to review the field assessment findings and provide status updates for outstanding design issues. If building deficiencies are observed that may interfere with the sound insulation work and highlight life-safety issues that require immediate attention, the Consultant shall review deficiencies for each participating residence. Properties will be given a status at the design meetings by the City approving parcels to proceed to homeowner review, placing properties on hold that require City follow-up, placed or dropping properties from the program.

**TASK 04003  PREPARE HOMEOWNER AGREEMENTS**

When authorized by the City to proceed, the Consultant will prepare "Homeowner Participation Agreements" for homeowner(s) review and signature. The Consultant will meet with and review the agreements with the homeowners. The homeowner agreement will identify the treatment recommendations along with items of "pre-work" that the homeowner must perform in order to install the acoustical treatments. These may include code infractions not eligible for FAA funding. The scope of work documents will be attached as an exhibit to the "Homeowner Participation Agreements" for the Residential Sound Insulation Program for signature by the homeowner(s).

**TASK 04004  PREPARE FINAL DESIGN DOCUMENTS**

Based on Homeowner(s) execution of the Homeowner Agreements, the Consultant will prepare a tamped copy of the final design documents for each property in the final Project bid group, including final plans, schedules, finishes and colors, special details, calculations, and a probable cost of construction for submission to the City prior to preparing the bid documents. Where conditions deviate from the Programs master specifications and details, custom details and specifications will be provided.

**TASK 04005  PREPARE BID DOCUMENTS**

Upon approval by the City, the Consultant will prepare the Project Manual (bid documents for each bid package), including plans, schedules, special details and technical specifications, general conditions and special provisions of the contract as necessary to publicly solicit bids and complete the scope of work. It is assumed that the City will be maintaining the master specification and details and the assembly of the Project Manual will not require the Consultant to update these documents.

A Final Estimate will be prepared for each bid package based on the final number of homes to be incorporated into the bid sets. If the plan check process identifies the need to modify the plans, the Consultant will meet with the homeowners to review the modified scopes of work, gain the necessary signatures, and resubmit revised documents to Plan Check. The Consultant will prepare one original 8 ½ x 11 page format stamped copy of the final Bid Documents for reproduction by the City of El Segundo to be distributed to contractors interested in bidding.

**TASK 04006  CONDUCT PRE-CONSTRUCTION ACOUSTICAL TESTING**

The Consultant will conduct acoustical testing for 10% of the housing stock in accordance with FAA guidelines and procedures set forth by ASTM E966-04 "Standard Guide for Field Measurements of Airborne Sound Insulation of Building Facades and Building Elements." Pre-Construction acoustical testing will take place in one round of tests at the completion of the assessment visits process.
Simultaneous measurements will be taken of the exterior and interior noise levels using an artificial noise source to determine the noise level reduction (NLR) in decibels (dBA) of the wall/window assemblies. Between 3-5 rooms in each selected house will be tested. The NLR values will determine the level of acoustical improvement necessary to meet the program goals. The Consultant will prepare a pre-construction acoustical test report that documents existing condition NLR values within each property tested.

**TASK 05000 - PROCUREMENT & BIDDING**

**TASK 05001** RESPOND TO CLARIFICATIONS & PREPARE ADDENDA

The Consultant will prepare clarifications in response to questions raised at the pre-bid conference. Written responses, or addenda, to the bid documents will be issued, as required, by the City.

**TASK 06000 - CONSTRUCTION PHASE SERVICES**

**TASK 06001** REVIEW CONTRACTOR SUBMITTALS

The Consultant will receive project submittals and technical information from the contractors to review for conformance with the contract documents. The Consultant shall process the submittals within a ten (10) day period, unless the Contractor is requesting substitutions.

The City of El Segundo will coordinate the processing of all administrative submittals including bonds, insurances, and related contractual matters.

**TASK 06002** REVIEW CONTRACTOR SHOP DRAWINGS

The Consultant will receive shop drawings from the contractors to review for conformance with the contract documents. The Consultant shall process the submittals within a ten (10) day period, unless the Contractor is requesting substitutions.

**TASK 06003** RESPOND TO RFI'S & RFCO'S

The JPG Team will receive Requests for Information (RFI's) and Requests for Change Order (RFCO) from the City, and will promptly render interpretations necessary for proper execution and progress of the work. The City of El Segundo will prepare change orders.

**TASK 07000 - PROGRAM EVALUATION AND CLOSE-OUT**

**TASK 07001** CONDUCT POST-CONSTRUCTION TESTING

The Consultant will conduct post-construction acoustical testing for those homes pre-tested and sound insulated by the program using the methodology established by the acoustical testing plan in order to verify that the performance of acoustical treatments meets the airport's program goals. Test results will be recorded, and the acoustical engineer will prepare and execute a Certificate of Program Completion for each structure for forwarding to the FAA.

**TASK 07002** ACOUSTICAL TESTING REPORT

A report comparing the pre-, and post- NLR values will be prepared to verify that the performance of acoustical treatments meets the goals of the program.
LIMITED CONSTRUCTION PHASE SERVICES DISCLAIMER

"It is understood and agreed that the Consultants Scope of Services under this Agreement does not include project observation or review of the Contractor’s performance or any other construction phase services (except as noted above), and as such these services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives and claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorney’s fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any claims and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant."

END OF SECTION
SECTION III

PROJECT TEAM

Legend:
JPG - Jones Payne Group
BASE - BASE Architecture
L&B - Charles M Salter Associates
ELS - El Segundo RSI Staff

- Key Staff

Principal-in-Charge
John Hansen, AAIA

Project Manager
Joe Chairez, AAIA

ARCHITECTURE
Michael Anderson, AIA

- Project Architect
  Michael Anderson, AIA
  (BASE)

  Architectural Design & Production
  Veronica Greaves (JPG)
  Ana Maria Schafer
  (BASE)

  Architectural Field Assessments
  Maribel Aldana (JPG)
  Keisha Bezaire (BASE)
  Ana Maria Schafer
  (BASE)

  QA/QC
  Patrick Leroy (JPG)

  Bid Support
  Joe Chairez (JPG)

M&E
To be Named (JPG)

ACOUSTICAL
Alan Hass, PE

- Acoustical Testing
  Eric Seavey (L&B)

  Acoustical Consulting
  Alan Hass, PE (L&B)

  Bid Support
  Joe Chairez (JPG)

CONSTRUCTION
James O'Neill (ELS)

- Construction Administration
  Joe Chairez (JPG)

  Pre-Construction
  Joe Chairez (JPG)

  Punch Lists
  Joe Chairez (JPG)

  Close-Out
  Joe Chairez (JPG)
SUBCONSULTANT: ARCHITECTURE - DBE

BASE ARCHITECTURE, PLANNING AND ENGINEERING, INC.

Mr. Michael Anderson, AIA, President
6151 W. Century Boulevard #1200
Los Angeles, CA 90045
(310) 988-1080
CUCP File No. 10279
Firm Type - DBE

BASE Architecture will provide Architectural services for the RSI Program. Services will include, but not be limited to design, bid, and construction support services.

SUBCONSULTANT: ACOUSTICAL CONSULTING

LANDRUM & BROWN, INC.

Mr. Mark Perryman, President
Corporate Office
11279 Cornell Park Drive
Cincinnati, OH 45242
(513) 530-5333

L&B will provide acoustical testing, reporting and review of acoustical treatment criteria and protocols.

SUBCONSULTANT: MECHANICAL/ELECTRICAL ENGINEERING

It is the intent of the Jones Payne Group to perform the M&E services in house. Should we find that we are not able to do so we will procure the services of a local firm. The approach will be finalized by the close of September prior to issuance of the NTP.

END OF SECTION
SECTION IV

SCHEDULE

The following proposed Schedule has been prepared for Design and Testing services for the City of El Segundo Residential Sound Insulation Program. The schedule anticipates an October 1, 2009 start for consulting activities. The balance of the work should be able to be completed in no more that 24 months. Detailed task breakdowns and descriptions, by phase, are provided for the following service categories:

01000. Program Administration
02000. Agency Coordination
03000. Customer Service/Community Liaison
04000. Architectural & Engineering Services
05000. Procurement & Bidding
06000. Construction Phase Services
07000. Program Evaluation & Close-out

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<td>Task 07000 – Program Evaluation and Close-Out</td>
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The attached Microsoft Project Schedule shows tasks, subtasks, durations, start and finish dates, and dependencies for the project by phase.

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SECTION V

COMPENSATION

See attached summary sheets detailing the following:

Attachment A – Statement of Basis of Contract
Attachment B – Summary of Compensation
Attachment C – Rate Range Summary
Attachment D – Compensation Detail Sheet
Attachment E – Unit Price Summary
SECTION VI

INSURANCE

The Jones Payne Team, at its sole cost and expense, shall procure and maintain in full force and effect, during the entire period of the contract the minimum types of insurance specified below. All insurance will be procured from reputable insurers authorized to do business in the State of California. Certificates of insurance evidencing the required coverages for the Jones Payne Team will be provided under separate cover:

1. **Workers Compensation and Employers Liability** – The Jones Payne Team maintains the required coverages and meets the required minimum limits.
   - Workers Compensation: Statutory Limits.
   - Employer's Liability: $100,000 each accident—bodily injury by accident; $100,000 each employee—bodily injury by disease; and $500,000 policy limit—bodily injury by disease.

2. **General Liability Insurance** – The Jones Payne Team maintains the required coverages and meets the required minimum limits.
   - Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; $1,000,000 advertising injury; $2,000,000 general aggregate and $1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk so warrants.
   - Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent consultants, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

3. **Automobile Liability Insurance** – The Jones Payne Team maintains the required coverages and meets the required minimum limits.
   - Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
   - Coverage: Owned, non-owned, and hired vehicles.

4. **Professional Liability Insurance** – The Jones Payne Team maintains the required coverages and meets the required minimum limits.
   - Limit of Liability: $1,000,000 with a deductible not to exceed $100,000.
   - Coverage: Errors and omissions including liability assumed under contract.
   - Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under the Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the Services.

For the above listed insurance coverages the City of El Segundo will be named as an additionally insured. A professional liability waiver will not be required.
SECTION VII

MINORITY, WOMEN AND DISABLED BUSINESS ENTERPRISES

Based upon The Jones Payne Group's experience in managing similar RSIP programs and the
RFQ's description of services, we have estimated the minimum participation level for the DBE
subconsultant at 27.32% (not including direct expenses).

SUBCONSULTANT: ARCHITECTURE

BASE ARCHITECTURE, PLANNING AND ENGINEERING, INC.

Mr. Michael Anderson, AIA, President
6151 W. Century Boulevard #1200
Los Angeles, CA 90045
(310) 988-1080
CUCP File No. 10279
Firm Type – DBE
Minimum Participation Level: 27.32%

BASE Architecture will provide Architectural services for the RSIP Program. Services will include,
but not be limited to design, bid, and construction support services.
ATTACHMENT A

STATEMENT OF BASIS OF CONTRACT

The compensation for this contract will be paid on a cost-plus, fixed-fee basis. The total limit of the contract will be $945,220, and the fixed fee will be $885,620.
## ATTACHMENT B

### SUMMARY OF COMPENSATION

**ATTACHMENT B**

09/04/2009

**Summary of Compensation**

**City of El Segundo**

**Residential Sound Insulation Program**

**PRIME CONSULTANT:** The Jones Payne Group

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### RATE RANGE SUMMARY

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### COMPENSATION - PROJECT TEAM

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### COMPENSATION – THE JONES PAYNE GROUP

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**SUB-TOTAL: DESIGN & TESTING (4000 - 7000)**  
$520,912.00

**TOTAL: FIXED FEE**  
$598,712.00

**TOTAL: OTHER DIRECT COSTS**  
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**TOTAL: THE JONES PAYNE GROUP LIMIT**  
$633,712.00
# ATTACHMENT D.3

## COMPENSATION – BASE ARCHITECTURE

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| SUB-TOTAL: ADMINISTRATION (1000 - 3000) | $26,992.00 |
| SUB-TOTAL: DESIGN & TESTING (4000 - 7000) | $215,016.00 |

| TOTAL: FIXED FEE | $242,008.00 |
| TOTAL: OTHER DIRECT COSTS | $10,000.00 |

| TOTAL: BASE ARCHITECTURE LIMIT | $252,008.00 |
## ATTACHMENT D.4

### COMPENSATION – LANDRUM & BROWN

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<td>04003</td>
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<td>$0.00</td>
</tr>
<tr>
<td>04004</td>
<td>Prepare Final Design Documents</td>
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</tr>
<tr>
<td>04005</td>
<td>Prepare Bid Documents</td>
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</tr>
<tr>
<td>04006</td>
<td>Conduct Pre-Construction Acoustical Tests</td>
<td>$15,190.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TASK 05000</th>
<th>PROCUREMENT &amp; BIDDING</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>05001</td>
<td>Respond to Clarifications &amp; Prepare Addenda</td>
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<table>
<thead>
<tr>
<th>TASK 06000</th>
<th>CONSTRUCTION PHASE ACTIVITIES</th>
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<tbody>
<tr>
<td>06001</td>
<td>Review Contractor Submittals</td>
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<tr>
<td>06002</td>
<td>Review Contractor Shop Drawings</td>
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<tr>
<td>06003</td>
<td>Respond to RFI’s and RFCO’s</td>
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<tr>
<th>TASK 07000</th>
<th>PROGRAM EVALUATION &amp; CLOSE-OUT</th>
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<tr>
<td>07001</td>
<td>Conduct Post-Construction Acoustical Tests</td>
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<tr>
<td>07002</td>
<td>Acoustical Testing Report</td>
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**SUB-TOTAL: ADMINISTRATION (1000 - 3000)**  
$0.00

**SUB-TOTAL: DESIGN & TESTING (4000 - 7000)**  
$44,900.00

**TOTAL: FIXED FEE**  
$44,900.00

**TOTAL: OTHER DIRECT COSTS**  
$14,600.00

**TOTAL: LANDRUM & BROWN LIMIT**  
$59,500.00
## ATTACHMENT E

### UNIT COST SUMMARY

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<tr>
<th>UNIT COST BASIS WORKHEET</th>
<th>&lt; 1000 sq ft</th>
<th>1000 - 1500 sq ft</th>
<th>1500 - 2000 sq ft</th>
<th>&gt; 2000 sq ft</th>
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<tr>
<td>04001 Site Assessments</td>
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<td>04002 Concept Packets</td>
<td>$304</td>
<td>$456</td>
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<td>04003 Homeowner Agreements</td>
<td>$169</td>
<td>$212</td>
<td>$254</td>
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<tr>
<td>Sum of Unit Cost Categories</td>
<td>$802</td>
<td>$1,161</td>
<td>$1,520</td>
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<tr>
<td>Total Unit Cost by SF Category</td>
<td>$3,187</td>
<td>$3,545</td>
<td>$3,904</td>
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<tr>
<td>Extrapolated Costs for 200 Units</td>
<td>$637,302</td>
<td>$709,065</td>
<td>$780,828</td>
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<tr>
<td>PLUS BASE ADMIN / MGMT</td>
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<tr>
<td>200 unit A/M Expenses</td>
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<tr>
<td></td>
<td>$59,600</td>
<td>$59,600</td>
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</tbody>
</table>

Note that yellow fields denote baseline fee outlined in Attachments. Extrapolated costs for 200 units cover all design fees with the exception of expenses. 200 Unit A/M reflects administrative costs.
AGENDA DESCRIPTION:
Consideration and possible action to approve an employment agreement with Robert Hyland for the position of Director of Human Resources, effective September 15, 2009. (Fiscal Impact: $73,500)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute the attached agreement;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Copy of draft employment agreement

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $73,500
Additional Appropriation: No
Account Number(s): N/A

ORIGINATED BY: Bill Crowe, Assistant City Manager
REVIEWED BY:
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
Robert Hyland has expressed his intention to retire from the City effective December 31, 2009. However it is his desire to remain an employee with the City on a contract basis for a period of at least six months in his current capacity as Director of Human Resources. The City Manager concurs with Director Hyland that the best interests of the City and the Human Resources Department are maintained by entering into an employment agreement with Director Hyland.

The agreement provides that Director Hyland will continue to serve in his current capacity of Director of Human Services and that he will be compensated for a total number of hours not to exceed 960 during the contract period which begins January 1, 2010 and ends June 30, 2010. Compensation due to Director Hyland is stated at $76.56/hour. The City Manager retains the right to terminate the agreement at any time with or without cause.

The agreement benefits the City by securing Director Hyland’s considerable management and human resources expertise to direct the implementation of the Department’s succession plan, oversee installation of critical new information systems including an HR module to the Eden Financial System and NEOGOV Applicant Tracking System, and support department managers with restructuring/downsizing projects intended to address declining revenue streams. Director
Hyland has served the City ably for the past 21 years and it is expected that the City will benefit from this recommended contract arrangement.
EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is effective as of September 15, 2009 between the City of El Segundo ("City") and Robert Hyland ("Hyland").

RECITALS

Whereas Hyland has informed the City that he will be filing the necessary documents to commence receiving retirement benefits from the California Public Employees Retirement System ("PERS") as of December 31, 2009, and concurrently therewith terminate his current employment status with the City; and,

Whereas the City desires to have Hyland continue to provide contractual services as the Director of Human Resources for the City for the period of January 1, 2010 through June 30, 2010 pursuant to the terms of this Agreement, based upon the experience that Hyland has in human resources, and particularly with the City, as the City believes such skills are of significant value to the City for the term of this Agreement; and,

Whereas Hyland desires to continue functioning as Director of Human Resources for the City on a contractual basis.

Now Therefore, the City and Hyland do hereby covenant, agree and warrant as follows:

Section 1. Term of Agreement. During the term of this Agreement Hyland shall be an "at-will" contractual employee of the City. The Agreement shall be in effect from January 1, 2010 through June 30, 2010 unless it is terminated prior to June 30, 2010 by the City Manager or City Council. The City Council or City Manager may by written notice to Hyland, immediately terminate this Agreement and thereby Hyland's contractual employee status with the City at any time, with or without cause.

Section 2. Duties and Authority. Hyland shall, and have the authority to, discharge those duties and responsibilities set forth in the City's job description for the Director of Human Resources, the El Segundo Municipal Code, and other applicable federal, state, and local laws and regulations; and, fulfill such other duties and responsibilities that are assigned to him from time to time by the City Manager. Additionally, Hyland shall coordinate with the City Manager by March 1, 2010 an acceptable transition plan with regard to the anticipated filling of the Director of Human Resources position beginning July 1, 2010.

Section 3. Hours and Compensation. During his employment, Hyland shall devote such, time, interest and effort to the performance of this Agreement as is necessary to duly carry out his duties as Director of Human Resources. It is expected that Hyland shall devote an average of 36 hours per week to the performance of his duties. In no event, shall Hyland work or be compensated for more than 960 hours during the
period of January 1, 2010 through June 30, 2010. Hyland shall be paid at the rate of $76.56 per hour, payable in bi-weekly payments (at the same time that City employees are regularly paid) which shall be subject to all applicable federal, state and local payroll withholdings and deductions. Hyland shall record all of his hours on a daily basis and transmit such records to the Finance Department on a weekly basis. Hyland's attendance at conferences and seminars that are normal and customary for Human Resource Directors, and which are approved in advance by the City Manager, shall be deemed working hours for purposes of this Agreement.

Section 4. Benefits. Hyland shall not receive any benefits, including but not limited to medical, dental, sick leave, vacation time, etc., that are generally available to other City employees. However, Hyland shall be entitled to take up to 100 hours of time off, for the period of January 1, 2010 through June 30, 2010, as personal time to be utilized for whatever reason he chooses and submit such hours for payment as part of the 960 hours that he may compensated for during the six month period.

Section 5. Expense Reimbursement. During the term of this Agreement, City shall reimburse Hyland for reasonable business expenses, including travel, parking, business meetings and professional dues associated with maintaining membership in human resources related professional organizations pursuant to the applicable provisions of El Segundo Municipal Code and City administrative policies.

Section 6. Indemnification by City. In accordance with the California Government Code, the City shall defend, hold harmless and indemnify Hyland against any claim or legal action arising out of any alleged act or omission occurring within the scope of Hyland's employment as Director of Human Resources, except any action that may be brought by PERS as set forth in Section 7.

Section 7. PERS Benefits. At the time this Agreement is entered into, Government Code Section 21224 allows a PERS retiree to perform contractual employee services under certain circumstances for up to a total of 960 hours in any PERS fiscal year for all PERS contracting employers without being reinstated from retirement, and without loss or interruption of PERS retirement benefits. However, it is agreed and acknowledged by the parties that in making this Agreement available to Hyland, neither the City nor any of its elected or appointed officials, officers, employees or agents assures, represents, or guarantees that performance of the contracted-for services is in accordance with these certain circumstances and will have no impact upon Hyland’s PERS’ retirement benefits. If a controversy arises between Hyland and PERS regarding the impact of this Agreement and the services provided for herein upon the nature of PERS retirement benefits, the City shall have no obligation to intervene in or defend or prosecute such dispute notwithstanding the indemnification set forth in Section 7 of this Agreement. Accordingly, it is recommended by the City that prior to entering into this Agreement, Hyland first bring it to the attention of PERS and that Hyland thereby personally determine, what, if any, impact this Agreement and the performance of the services set forth herein, will or may have upon the employee’s PERS’ retirement benefits.
benefits. Additionally, it is recommended that Hyland consult with his own legal counsel regarding the terms and conditions of this Agreement, including this Section 8 of this Agreement. Hyland hereby releases and holds harmless the City and its officials, officers, employees and agents from and against any and all actions (including imposition of costs, fines and penalties) that PERS may impose against Hyland arising from or relating to this Agreement. This provision shall survive the termination of this Agreement.

Section 8. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California and the Los Angeles County Superior Court shall be the venue for legal disputes arising out of or relating to this Agreement.

Section 9. Joint Drafting. This Agreement shall be interpreted as though it was prepared by both the City and Hyland.

Section 10. Entire Agreement. This Agreement reflects the entire understanding of the City and Hyland with regard to Hyland’s contractual employment with the City and supersedes all prior written and oral understanding and agreements with respect thereto. This Agreement can only be amended in a writing signed by the City and Hyland.

Section 11. Severability. Should any provision of this Agreement be deemed by a court of competent jurisdiction to be invalid or unenforceable such shall not effect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinafter written.

CITY OF EL SEGUNDO

ROBERT HYLAND

Jack Wayt, City Manager

Robert Hyland

ATTEST:

Cindy Mortesen, City Clerk

APPROVED AS TO FORM:
AGENDA DESCRIPTION:

Consideration and possible action to approve an employment agreement with David Cummings for the position of Police Chief, effective September 15, 2009. (Fiscal Impact: $106,560)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute the attached agreement;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Copy of draft employment agreement

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $106,560
Additional Appropriation: No
Account Number(s): N/A

ORIGINATED BY: Bill Crowe, Assistant City Manager
REVIEWED BY:
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

David Cummings has expressed his intention to retire from the City effective October 16, 2009. However it is his desire to remain an employee with the City on a contract basis for a period of at least six months in his current capacity as Police Chief. The City Manager concurs with the Chief that the best interests of the City and the Police Department are maintained by entering into an employment agreement with Chief Cummings.

The agreement provides that Chief Cummings will continue to serve in his current capacity of Police Chief and that he will be compensated for a total number of hours not to exceed 960 during the contract period which begins October 17, 2009. Compensation due to Chief Cummings is stated at $111/hour. The City Manager retains the right to terminate the agreement at any time with or without cause.

The agreement benefits the City in that it allows for the development of an orderly succession plan for the appointment of the next Chief of Police and it will allow him to participate and complete several on-going projects (i.e. Communications Center analysis, Department reorganization and probable rightsizing). Chief Cummings has served the City ably for the past 32 years and it is expected that the City will benefit from this recommended contract
arrangement. The Chief and City Manager will commence with an appropriate succession plan for the selection of the next Police Chief with an anticipated filling of the position beginning April 18, 2010.
EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is effective as of September 15, 2009 between the City of El Segundo ("City") and David Cummings ("Cummings").

RECITALS

Whereas Cummings has informed the City that he will be filing the necessary documents to commence receiving retirement benefits from the California Public Employees Retirement System ("PERS") as of October 17, 2009, and concurrently therewith terminate his current employment status with the City; and,

Whereas the City desires to have Cummings continue to provide contractual services as the Chief of Police for the City for the period of October 17, 2009 through April 18, 2010 pursuant to the terms of this Agreement, based upon the experience that Cummings has in law enforcement, and particularly with the City, as the City believes such skills are of significant value to the City for the term of this Agreement; and,

Whereas Cummings desires to continue functioning as Chief of Police for the City on a contractual basis.

Now Therefore, the City and Cummings do hereby covenant, agree and warrant as follows:

Section 1. Term of Agreement. During the term of this Agreement Cummings shall be an "at-will" contractual employee of the City. The Agreement shall be in effect from October 17, 2009 through April 18, 2010 unless it is terminated prior to April 18, 2010 by the City Manager or City Council. The City Council or City Manager may by written notice to Cummings, immediately terminate this Agreement and thereby Cummings’s contractual employee status with the City at any time, with or without cause.

Section 2. Duties and Authority. Cummings shall, and have the authority to, discharge those duties and responsibilities set forth in the City’s job description for the Chief of Police, the El Segundo Municipal Code, and other applicable federal, state, and local laws and regulations; and, fulfill such other duties and responsibilities that are assigned to him from time to time by the City Manager. Additionally, Cummings shall coordinate with the City Manager by January 1, 2010 an acceptable transition plan with regard to the anticipated filling of the Chief of Police position beginning April 19, 2010.

Section 3. Hours and Compensation. During his employment, Cummings shall devote such, time, interest and effort to the performance of this Agreement as is necessary to duly carry out his duties as Chief of Police. It is expected that Cummings shall devote an average of 36 hours per week to the performance of his duties. In no event, shall Cummings work or be compensated for more than 960 hours during the period of October 17, 2009 through April 18, 2010. Cummings shall be paid at the rate
of $111 per hour, payable in bi-weekly payments (at the same time that City employees are regularly paid) which shall be subject to all applicable federal, state and local payroll withholdings and deductions. Cummings shall record all of his hours on a daily basis and transmit such records to the Finance Department on a weekly basis. Cummings’s attendance at conferences and seminars that are normal and customary for chiefs of police, and which are approved in advance by the City Manager, shall be deemed working hours for purposes of this Agreement.

Section 4. Benefits. Cummings shall not receive any benefits, including but not limited to medical, dental, sick leave, vacation time, etc., that are generally available to other City employees. However, Cummings shall be entitled to take up to 100 hours of time off, for the period of October 17, 2009 through April 18, 2010, as personal time to be utilized for whatever reason he chooses and submit such hours for payment as part of the 960 hours that he may be compensated for during the six month period.

Section 5. Vehicle Use. During the term of this Agreement, the City shall provide Cummings with use of a City vehicle consistent with the terms and conditions under which the City ordinarily provides the Chief of Police with use of a City vehicle.

Section 6. Expense Reimbursement. During the term of this Agreement, City shall reimburse Cummings for reasonable business expenses, including travel, parking, business meetings and professional dues associated with maintaining membership in law enforcement related professional organizations pursuant to the applicable provisions of El Segundo Municipal Code and City administrative policies.

Section 7. Indemnification by City. In accordance with the California Government Code, the City shall defend, hold harmless and indemnify Cummings against any claim or legal action arising out of any alleged act or omission occurring within the scope of Cummings’s employment as Chief of Police, except any action that may be brought by PERS as set forth in Section 8.

Section 8. PERS Benefits. At the time this Agreement is entered into, Government Code Section 21224 allows a PERS retiree to perform contractual employee services under certain circumstances for up to a total of 960 hours in any PERS fiscal year for all PERS contracting employers without being reinstated from retirement, and without loss or interruption of PERS retirement benefits. However, it is agreed and acknowledged by the parties that in making this Agreement available to Cummings, neither the City nor any of its elected or appointed officials, officers, employees or agents assures, represents, or guarantees that performance of the contracted-for services is in accordance with these certain circumstances and will have no impact upon Cummings’s PERS’ retirement benefits. If a controversy arises between Cummings and PERS regarding the impact of this Agreement and the services provided for herein upon the nature of PERS retirement benefits, the City shall have no obligation to intervene in or defend or prosecute such dispute notwithstanding the indemnification set forth in Section 7 of this Agreement. Accordingly, it is recommended by the City that prior to entering into this Agreement, Cummings first bring it to the attention of PERS and that Cummings
thereby personally determine, what, if any, impact this Agreement and the performance of the services set forth herein, will or may have upon the employee's PERS' retirement benefits. Additionally, it is recommended that Cummings consult with his own legal counsel regarding the terms and conditions of this Agreement, including this Section 8 of this Agreement. Cummings hereby releases and holds harmless the City and its officials, officers, employees and agents from and against any and all actions (including imposition of costs, fines and penalties) that PERS may impose against Cummings arising from or relating to this Agreement. This provision shall survive the termination of this Agreement.

Section 9. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California and the Los Angeles County Superior Court shall be the venue for legal disputes arising out of or relating to this Agreement.

Section 10. Joint Drafting. This Agreement shall be interpreted as though it was prepared by both the City and Cummings.

Section 11. Entire Agreement. This Agreement reflects the entire understanding of the City and Cummings with regard to Cummings's contractual employment with the City and supersedes all prior written and oral understanding and agreements with respect thereto. This Agreement can only be amended in a writing signed by the City and Cummings.

Section 12. Severability. Should any provision of this Agreement be deemed by a court of competent jurisdiction to be invalid or unenforceable such shall not effect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF EL SEGUNDO

DAVID CUMMINGS

Jack Wayt, City Manager

David Cummings

ATTEST:

Cindy Mortesen, City Clerk
APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT
MEETING DATE: September 15, 2009
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding the adoption of Ordinance No. 1433 adding a
new Chapter 10-5 to the El Segundo Municipal Code ("ESMC") regulating water
conservation methods and amending ESMC §§ 1-2A-1, 1-2A-2, and 1-2A-3 to enforce
Chapter 10-5 with administrative citations. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Waive second reading and adopt Ordinance No. 1433;
2. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Ordinance No. 1433
Council Staff Report for September 1, 2009
Sample ordinance from Metropolitan Water District (from 4/21/09)
Letter dated April 21, 2009 from Continental Development Corporation
Ordinance No. 1180, adopted April 21, 1992
Ordinance No. 1160, adopted February 19, 1991

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Dana Greenwood, Public Works Director
REVIEWED BY: 
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
At the September 1, 2009 City Council meeting a staff report was submitted to make
modifications to Sections 10-5-4, 10-5-7A, and 10-5-22E. The ordinance was subsequently
introduced and the second reading and adoption was scheduled for September 15, 2009, with
changes. If adopted, Ordinance No. 1433 will become effective in thirty days.

Council recommended revisions incorporated and reflected in the attached ordinance:

➢ Section 10-5-4 – Amended to read plumbing breaks to be fixed “not later than forty-eight
(48) hours”.
➢ Section 10-5-7A.1 – Adding “or utilizing recycled water”.
➢ Strike Section 10-5-22E
ORDINANCE NO. __________

AN ORDINANCE ADDING A NEW CHAPTER 10-5 TO THE EL SEGUNDO MUNICIPAL CODE ("ESMC") ESTABLISHING WATER CONSERVATION MEASURES IN ACCORDANCE WITH WATER CODE § 375 AND AMENDING ESMC §§ 1-2A-1, 1-2A-2, AND 1-2A-3 TO ENFORCE ESMC CHAPTER 10-5 WITH ADMINISTRATIVE CITATIONS.

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

SECTION 1: The City Council finds as follows:

A. Protecting, conserving, and managing water supplies is an issue of municipal concern. Contamination, drought, or damage to the City's potable water infrastructure can lead to a water emergency.

B. The City receives all of its water from the West Basin Municipal Water District ("WBMWD") and Metropolitan Water District of Southern California ("MWD"; collectively, "Districts").

C. It is in the public interest for the City to enact regulations for distribution and use of potable water including, without limitation, water conservation programs to encourage efficient water use and discourage waste.

SECTION 2: El Segundo Municipal Code ("ESMC") §§ 1-2A-1, 1-2A-2, and 1-2A-3 are amended to read as follows:

"1-2A-1: Purpose.

This chapter is adopted pursuant to the city's police powers and Government Code § 53069.4 for the purpose of making any violations of El Segundo Municipal Code §§ 5-4-1 to 5-4-13 (entitled "Storm Water and Urban Runoff Pollution Control") and §§ 10-5-1 to 10-5-23 (entitled "Water Conservation") subject to an administrative fine and to set forth the procedures for the imposition and collection of such fines.

1-2A-2: Applicability.

This chapter provides for administrative citations that are in addition to all other legal remedies, criminal or civil, which the city may pursue to address violations of the Storm Water Code and Water Conservation Code. The use of this chapter is at the sole discretion of the code enforcement officer.

1-2A-3: Definitions:

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter:
"Water Conservation Code" means §§ 10-5-1 to 10-5-23 of the El Segundo Municipal Code and any federal, state, or local regulation enforced by and through the Water Conservation Code including, without limitation, pertinent provisions of Titles 13 and 15 of this Code.

SECTION 3: A new Chapter 10-5, entitled Water Conservation, is added to the ESMC to read as follows:

"CHAPTER 10-5
WATER CONSERVATION

10-5-1: Purpose.
10-5-2: Definitions.
10-5-3: Water Conservation Program.
10-5-4: Repair of Plumbing, Sprinkler and Irrigation System.
10-5-5: Watering/Irrigation.
10-5-6: Miscellaneous Restrictions.
10-5-7: Commercial Car Washes.
10-5-8: Washing of Equipment and Machinery.
10-5-9: Cleaning of Structures.
10-5-10: Cleaning of Surfaces.
10-5-11: Water Spillage.
10-5-12: Swimming Pools and Spas.
10-5-14: Cooling Systems.
10-5-15: Commercial Laundry Facilities.
10-5-16: Visitor-Serving Facilities.
10-5-17: Restaurants.
10-5-18: Construction.
10-5-19: Use of Hydrants.
10-5-20: Indiscriminate Use.
10-5-22: Water shortage contingency measures.
10-5-23: Relief from compliance.

10-5-1: Purpose.

This Chapter is adopted pursuant to Water Code § 375 for the purpose of establishing water conservation requirements and implementing contingency measures in the event of water shortages.

10-5-2: Definitions.

Unless the contrary is stated or clearly appears from the context, the
following definitions govern the construction of the words and phrases used in this Chapter.

"Impervious surface" means a constructed or modified surface that cannot effectively percolate water. The terms includes, without limitation, sidewalks, driveways, gutters, and roads.

"Person" means a natural or corporate person who receives potable water service from the City.

"Programmed" means a weather-based or sensor-based irrigation controller that was programmed in accordance with manufacturer's instructions and site-specific conditions.

"Responsible person" means the person responsible for daily operations of every residential or commercial premises located within the City's jurisdiction including, without limitation, the property owner.

"Sensor-based irrigation controller" means an irrigation controller that operates based upon input received from any combination of sensors such as rain, light, and soil moisture, installed within or around an irrigated landscape area.

"Weather-based irrigation controller" means an irrigation controller that operates based on evapotranspiration rates and historic or real-time weather data.

10-5-3: Water Conservation Program.

All water customers are required to adopt and put into use at the earliest possible date drought water conservation programs.

10-5-4: Repair of Plumbing, Sprinkler and Irrigation System.

  Responsible persons must, as soon as practicable, but not later than forty-eight (48) hours after such person first discovers water leaks, commence repair of any leaking pipes, faucets, plumbing fixtures, other water service appliances, sprinklers, watering or irrigation systems, or distribution systems and promptly complete such repair work, unless a waiver is obtained from the City.

10-5-5: Watering/Irrigation.

It is unlawful for any person to water their lawn or landscaping or permit their lawn or landscaping to be watered between the hours of nine (9:00) AM and seven (5:00) PM, except as provided below.
A. Persons may operate an irrigation system between 9:00 AM and 5:00 PM for the purpose of installing, repairing or routine maintenance of the same;

B. Persons may water between the hours of 9:00 AM and 5:00 PM using any of the following methods:
   1. Properly programmed weather-based and/or sensor-based irrigation controllers;
   2. Drip irrigation;
   3. By hand, using a bucket; or
   4. By hand, using a hose with an automatic shutoff nozzle.

10-5-6: Miscellaneous Restrictions. The following are unlawful for any person:

A. Allowing grass, lawns, groundcover, shrubbery, and open ground to be watered at any time while it is raining.

B. Operating landscape irrigation system(s) that allow overspray or excess runoff onto impervious surfaces (such as sidewalks, driveways, v-ditches, gutters and roadways).

C. To use a water hose to wash any vehicle including, without limitation, cars, trucks, boats, trailers, recreational vehicles, or campers, or any other aircraft, tractor, or any other vehicle, or any portion thereof, unless the hose is equipped with an automatic shutoff nozzle. Except for individual residential vehicle washing, all wash water from vehicle washing/cleaning activity must be prevented from discharging to the stormwater drainage system.

10-5-7: Commercial Car Washes.

A. It is unlawful for commercial car wash facilities to permit the washing of any boat or vehicle in such facility or on its premises, other than by the following methods:

   1. Use of mechanical automatic car wash facilities utilizing water recycling equipment or utilizing recycled water;
   2. Use of a hose that operates on a timer for limited time periods and shuts off automatically at the expiration of the time period;
   3. Use of a hose equipped with an automatic shutoff nozzle; or
4. Use of bucket and hand washing.

B. All wash/rinse water must be captured and recycled or discharged into the sanitary sewer system.

C. All new commercial conveyor car wash facilities must be equipped with a water recycling system.

10-5-8: Washing of Equipment and Machinery.

It is unlawful for any person to use a water hose to wash any type of equipment or machinery, or any portion thereof, unless the hose is equipped with an automatic shutoff nozzle. All wash water from such washing/cleaning activity must be prevented from discharging to the stormwater drainage system.

10-5-9: Cleaning of Structures.

It is unlawful for any person to use water through a hose to clean the exterior of any building or structure unless such hose is equipped with a shutoff nozzle. All wash water from such activity must be prevented from discharging to the stormwater drainage system.

10-5-10: Cleaning of Surfaces.

It is unlawful for any person to use water through a hose to clean any sidewalk, driveway, roadway, parking lot, or any other outdoor paved or hard surfaced area, unless all wash water from such activity is prevented from discharging to the stormwater drainage system.

10-5-11: Water Spillage.

Every person must minimize water spillage into streets, curbs, or gutters and minimize runoff beyond the immediate area of use. Every person is deemed to have under his/her control at all times his/her water distribution lines and facilities, and to know the manner and extent of his/her water use and excess runoff.

10-5-12: Swimming Pools and Spas.

It is unlawful for any person to empty and refill a swimming pool or spa except to prevent or repair structural damage or to comply with public health regulations. Discharge of pool water, other than directly to the sanitary sewer system, must be consistent with this Code with regard to stormwater. Discharge of pool filter backwash water to the stormwater drainage system is
prohibited. All pools and spas must be equipped with a water recirculation device. The use of a pool/spa cover is encouraged to prevent evaporative water loss.

10-5-13: **Fountains, Decorative Basins, Ponds, Waterways.**

It is unlawful for any person to use water to operate or maintain levels in decorative fountains, basins, ponds, and waterways unless a recirculation device is in use. Discharge of water, other than directly to the sanitary sewer system, must be consistent with this Code with regard to stormwater. Discharge of filter backwash water to the stormwater drainage system is prohibited.

10-5-14: **Cooling Systems.**

No single pass cooling systems are permitted in new connections.

10-5-15: **Commercial Laundry Facilities.**

New commercial laundry facilities must be equipped with a water reclamation system for rinse water.

10-5-16: **Visitor-Serving Facilities.**

The owner and manager of each hotel, motel, restaurant, and other visitor-serving facility must ensure that such facility displays, in places visible to all customers, placards or decals approved by the City, promoting public awareness of the need for water conservation and/or advising the public that waste of water is prohibited.

10-5-17: **Restaurants.**

Restaurants in the City cannot serve water to restaurant customers, except upon request of the customer.

10-5-18: **Construction.**

A. It is unlawful to use potable water for compacting or dust control purposes in construction activities where there is a reasonably available source of recycled or other non-potable water approved by the California State Department of Health Services and appropriate for such use.

B. All water hoses used in connection with any construction activities must be equipped with an automatic shutoff nozzle when an automatic shutoff nozzle can be purchased or otherwise obtained for the size or type of hose in use.
10-5-19: Use of Hydrants.

It is unlawful for any person to utilize any fire hydrant for any purpose other than fire suppression or emergency aid, without first obtaining written approval from the City Manager, or designee.

10-5-20: Indiscriminate Use.

It is unlawful for any person to cause or permit the indiscriminate running of water not otherwise prohibited by this chapter which is wasteful and without reasonable purpose.


These regulations cannot be construed to limit water use which is immediately necessary to protect public health or safety.

10-5-22: Water shortage contingency measures.

The City Council by resolution is authorized to require or impose reductions in the use of water if such reductions are necessary in order for the City to comply with water use restrictions imposed by federal, state or regional water agencies or to respond to emergency water shortage conditions. Depending on the expected duration and severity of the shortage, these measures may include, without limitation, the following:

A. Prohibit the filling or emptying and refilling of swimming pools, excluding normal maintenance of water levels due to evaporation.

B. Prohibit the use of a temporary fire hydrant meter from the City, or otherwise using water through a temporary City water service.

C. Require all major water users to reduce their usage by the percentage determined by the City Manager, or designee, to be necessary to sustain adequate water supply for the City. Such percentage must be based both on the rate of supply to the City and the rate of current water demand.

D. Impose an additional water surcharge above and beyond the existing City water rates on all City residents, water users and water consumers who fail or refuse to abide by the requirements, restrictions and priorities adopted by the City in response to the emergency water shortage condition.

E. Suspend all sales and deliveries of City water, or use of City water, for...
construction or grading purposes.

F. Reduce or prohibit consumption or use of City water by residential, recreational, commercial, industrial and institutional water users for landscape irrigation purposes.

G. Initiate or implement additional or innovative actions to increase the supply of water available to the City and to conserve the City’s existing water supply.

10-5-23: Relief from compliance.

The City Manager, or designee, may grant written waivers to persons who apply on forms supplied by the City for:

A. Prohibited uses of water if it is found that a waiver is necessary to prevent an emergency condition relating to health and safety, and if the person seeking a waiver demonstrates that he or she implemented water conservation measures in some other manner that achieves the objectives of this Chapter. No waiver can be granted for the filling of any decorative fountain, basin, pond, hot tub, spa or permanent swimming or wading pool, unless the filling occurs as the result of performing necessary leak repairs and unless the other provisions of this Section are met.

B. No waiver can be granted unless the person demonstrates that he or she has already achieved the maximum practical reduction in water consumption as can be achieved by the affected property or business. Any waiver granted must be based upon the water consumption rates of similar water users, properties or businesses.”

SECTION 4: CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION. This ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because it establishes rules and procedures to permit operation of existing facilities; minor temporary use of land; ensure maintenance, restoration and protection of the environment; and regulate normal operations of facilities for public gatherings. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. Title 14, §§ 15301, 15304(e), 15308, and 15323.

SECTION 5: SAVINGS CLAUSE. Repeal of any provision of the SPMC or any other regulation by this Ordinance does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective
date of this Ordinance.

SECTION 6: 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 7: VALIDITY OF PREVIOUS CODE SECTIONS. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the SPMC or other regulation by this Ordinance will be rendered void and cause such SPMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 8: 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 9: This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2009.

______________________________
Kelly McDowell, Mayor

ATTEST:

______________________________
Cindy Mortesen, City Clerk

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

By: ____________________________
Karl H. Berger, Assistant City Attorney
AGENDA DESCRIPTION:

Consideration and possible action to introduce and waive first reading of an ordinance adding a new Chapter 10-5 to the El Segundo Municipal Code ("ESMC") regulating water conservation methods and amending ESMC §§ 1-2A-1, 1-2A-2, and 1-2A-3 to enforce Chapter 10-5 with administrative citations. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

(1) Introduce and waive first reading of an ordinance adding Chapter 10-5 to the ESMC and amending ESMC §§ 1-2A-1, 1-2A-2, and 1-2A-3;

(2) Schedule second reading and adoption for September 15, 2009;

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

ATTACHED SUPPORTING DOCUMENTS:

Draft Ordinance
Sample ordinance from Metropolitan Water District (from 4/21/09)
Letter dated April 21, 2009 from Continental Development Corporation
Ordinance No. 1180, adopted April 21, 1992
Ordinance No. 1160, adopted February 19, 1991

FISCAL IMPACT: Included in Adopted Budget

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

ORIGINATED BY: Karl H. Berger, Assistant City Attorney
REVIEWED BY: 
APPROVED BY: Mark D. Hensley, City Attorney

BACKGROUND AND DISCUSSION:

As you are aware, in April 2009, the City Council considered a draft ordinance regulating water conservation. That ordinance was the verbatim version of the Metropolitan Water District's ("MWD") draft model Water Conservation ordinance from December 2008. According to the MWD, local water providers failing to adopt regulations that are at least as strict as MWD's model ordinance would be ineligible to receive grant funding. In 2008, the City received grant funds from Metropolitan Water District for the Environmental Expo in the amount of $3,000, and most recently received $53,087 for the "It's Time to Get Serious" El Segundo Water Conservation Banner Program.
At its April 21st meeting, the City Council discussed the proposed ordinance. A majority of the Council concluded that MWD's ordinance did not meet the City’s needs and directed the City Attorney's office to redraft the ordinance.

Included with this staff report is the redrafted ordinance which largely incorporates regulations from the City's previously enacted water conservation ordinances: Ordinance Nos. 1160 and 1180 (collectively, "Previous Regulations"). While it borrows sparingly from the MWD model ordinance, the regulations are nevertheless just as strict. Among other things, the proposed ordinance accomplishes the following:

- requires persons to adopt drought water conservation programs (per the Previous Regulations);
- requires leak repairs within 72 hours (the Previous Regulations allow 48 hours; the MWD allows 7 days after receiving notice);
- prohibits watering landscaping between 9 a.m. and 5 p.m. (which follows the MWD model ordinance; the Previous Regulations prohibit watering between 10 a.m. and 4 p.m.);
- prohibits wasteful use of water through various means including, e.g., watering sidewalks and washing cars without a bucket/shutoff nozzle (per Previous Regulations and MWD);
- requires commercial car wash facilities to use water recycling equipment (MWD requires this beginning January 1, 2010);
- requires restaurants to serve water only upon request (both Previous Regulations and MWD);
- allows the City Council to impose water use reductions by resolution to comply with federal, state or regional restrictions because of emergency conditions (MWD has a mandatory “Level” approach to which the City Council and Continental Development Corporation objected; the proposed regulation allows greater flexibility);
- provides a procedure for waivers (per Previous Regulations and MWD); and
- allows administrative citations to be used for enforcing the water conservation regulations (this allows for a civil proceeding rather than simply relying upon criminal prosecution).

While staff generally tries to provide a redlined version of ordinances to assist with City Council discussion, the extensive changes made by the City Attorney’s office would make such comparison impractical; most of the resulting document would show deleted language.

With the adoption of this ordinance there will be several new requirements that residents and business owners need to be aware of. Staff will use various methods to get the information out to the public such as water bill stuffers, articles in the El Segundo Herald, the City's website and Community Cable Channel.
ORDINANCE No. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF EL SEGUNDO, CALIFORNIA, AMENDING CHAPTER
2.10 TO THE CITY OF EL SEGUNDO MUNICIPAL CODE REGARDING
POLICIES FOR WATER CONSERVATION

THE CITY COUNCIL OF THE CITY OF EL SEGUNDO HEREBY FINDS,
DETERMINES AND DECLARES:

WHEREAS, The City of El Segundo recognizes Article X, Section 2 of the California Constitution that declares that water resources be put to beneficial use, waste or unreasonable use of unreasonable method of use of water be prevented, and conservation of water to be fully exercised with a view to the reasonable and beneficial use thereof; and

WHEREAS, Article XI, Section 7 of the California Constitution declares that a city or county may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, California Water Code section 375 authorizes water suppliers to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve supplies; and

WHEREAS, The adoption and enforcement of a water conservation and supply shortage program is necessary to manage the City’s potable water supply in the short and long-term and to avoid or minimize the effects of drought and shortage within the City. Such program is essential to ensure a reliable and sustainable minimum supply of water for the public health, safety and welfare; and

THE CITY COUNCIL OF THE CITY OF EL SEGUNDO OF DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 10 Chapter 2 of Recreation and Parks Department of the City of El Segundo is hereby amended to be added and read as:

Section 10.02.09: Water Conservation Requirements – Prohibition Against Waste

The following water conservation requirements are effective at all times. Violations of this section will be considered waste and an unreasonable use of water.

a. Limits on Watering Hours: Watering or irrigating of lawn, landscape or other vegetated area with potable water is prohibited between the hours of 9:00 a.m. and 5:00 p.m. on any day, except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.
b. **Limit on Watering Duration:** Watering or irrigating of lawn, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than fifteen (15) minutes watering per day per station. This subsection does not apply to landscape irrigation systems that exclusively use very low-flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour and weather based controllers or stream rotor sprinklers that meet a 70% efficiency standard.

c. **No Excessive Water Flow or Runoff:** Watering or irrigating of any lawn, landscape or other vegetated area in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter or ditch is prohibited.

d. **No Washing Down Hard or Paved Surfaces:** Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device, a low-volume, high-pressure cleaning machine equipped to recycle any water used, or a low-volume high-pressure water broom.

e. **Obligation to Fix Leaks, Breaks or Malfunctions:** Excessive use, loss or escape of water through breaks, leaks or other malfunctions in the water user’s plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected and in no event more than seven (7) days of receiving notice from the City is prohibited.

f. **Re-circulating Water Required for Water Fountains and Decorative Water Features:** Operating a water fountain or other decorative water feature that does not use re-circulated water is prohibited.

g. **Limits on Washing Vehicles:** Using water to wash or clean a vehicle, including but not limited to any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not is prohibited, except by use of a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing water shut-off nozzle or device. This subsection does not apply to any commercial car washing facility.

h. **Drinking Water Served Upon Request Only:** Eating or drinking establishments, including but not limited to a restaurant, hotel, café, cafeteria, bar, or other public place where food or drinks are sold, served, or offered for sale, are prohibited from providing drinking water to any person unless expressly requested.

i. **Commercial Lodging Establishments Must Provide Guests Option to Decline Daily Linen Services:** Hotels, motels and other commercial lodging establishments must provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.

j. **No Installation of Single Pass Cooling Systems:** Installation of single pass cooling systems is prohibited in buildings requesting new water service.
k. **No Installation of Non-re-circulating in Commercial Car Wash and Laundry Systems:** Installation of non-re-circulating water systems is prohibited in new commercial conveyor car wash and new commercial laundry systems.

l. **Restaurants Required to Use Water Conserving Dish Wash Spray Valves:** Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.

m. **Commercial Car Wash Systems:** Effective on January 1, 2010, all commercial conveyor car wash systems must have installed operational re-circulating water systems, or must have secured a waiver of this requirement from the City

**Section 10.02.10: Level 1 Water Supply Shortage**

a. A Level 1 Water Supply Shortage exists when the City determines, in its sole discretion, that due to drought or other water supply conditions, a water supply shortage or threatened shortage exists and a consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the City of a Level 1 Water Supply Shortage condition, the City will implement the mandatory Level 1 conservation measures identified in this section.

b. **Additional Water Conservation Measures:** In addition to the prohibited uses of water identified in Section 10.01.09, the following water conservation requirements apply during a declared Level 1 Water Supply Shortage:

1. **Limits on Watering Days:** Watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to three days per week on a schedule established and posted by the City. During the months of November through March, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to no more than one day per week on a schedule established and posted by the City. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

2. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks, or other malfunctions in the water user’s plumbing or distribution system must be repaired within seventy-two (72) hours of notification by the City unless other arrangements are made with the City

**Section 10.02.11. Level 2 Water Supply Shortage**

a. A Level 2 Water Supply Shortage exists when the City determines, in its sole discretion, that due to drought or other water supply conditions, a water supply shortage or threatened shortage exists and a consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the City of a Level 2 Water Supply Shortage condition, the City will implement the mandatory Level 2 conservation measures identified in this section.
b. **Additional Conservation Measures:** In addition to the prohibited uses of water identified in Section 10.02.09 and 10.02.11, the following additional water conservation requirements apply during a declared Level 2 Water Supply Shortage:

1. **Watering Days:** Watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to two days per week on a schedule established and posted by the City. During the months of November through March, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to no more than one day per week on a schedule established and posted by the City. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

2. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks, or other malfunctions in the water user’s plumbing or distribution system must be repaired within forty-eight (48) hours of notification by the City unless other arrangements are made with the City.

3. **Limits on Filling Ornamental Lakes or Ponds:** Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to declaration of a supply shortage level under this ordinance.

4. **Limits on Washing Vehicles:** Using water to wash or clean a vehicle, including but not limited to, any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not, is prohibited except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, by high pressure/low volume wash systems, or at a commercial car washing facility that utilizes a re-circulating water system to capture or reuse water.

5. **Limits on Filling Residential Swimming Pools & Spas:** Re-filling of more than one foot and initial filling of residential swimming pools or outdoor spas with potable water is prohibited.

**Section 10.02.12. Level 3 Water Supply Shortage – Emergency Condition**

a. A Level 3 Water Supply Shortage condition is also referred to as an “Emergency” condition. A Level 3 condition exists when the City declares a water shortage emergency and notifies its residents and businesses that a significant reduction in consumer demand is necessary to maintain sufficient water supplies for public health and safety. Upon the declaration of a Level 3 Water Supply Shortage condition, the City will implement the mandatory Level 3 conservation measures identified in this section.

b. **Additional Conservation Measures:** In addition to the prohibited uses of water identified in Section 10.02.09, 10.02.10, and 10.02.11, the following water conservation requirements apply during a declared Level 3 Water Supply Shortage Emergency:
1. **No Watering or Irrigating**: Watering or irrigating of lawn, landscape or other vegetated area with potable water is prohibited. This restriction does not apply to the following categories of use, unless the City has determined that recycled water is available and may be applied to the use:

   i. Maintenance of vegetation, including trees and shrubs, that are watered using a hand-held bucket or similar container, hand-held hose equipped with a positive self-closing water shut-off nozzle or device;

   ii. Maintenance of existing landscape necessary for fire protection;

   iii. Maintenance of existing landscape for soil erosion control;

   iv. Maintenance of plant materials identified to be rare or essential to the well-being of protected species;

   v. Maintenance of landscape within active public parks and playing fields, day care centers, golf course greens, and school grounds, provided that such irrigation does not exceed two (2) days per week according to the schedule established in Section 10.02.11(b)(1) and time restrictions in Section 10.02.09(a) and (b)(1);

   vi. Actively irrigated environmental mitigation projects.

2. **Obligation to Fix Leaks, Breaks or Malfunctions**: All leaks, breaks, or other malfunctions in the water user's plumbing or distribution system must be repaired within twenty four (24) hours of notification by the City unless other arrangements are made with the City.

3. **Discontinue Service**: The City, in its sole discretion, may discontinue service to consumers who willfully violate provisions of this section.

**Section 10.02.13. Procedures for Determination / Notification of Water Supply Shortage**

a. **Declaration and Notification of Water Supply Shortage**: The existence of Level 1, Level 2 or Level 3 Water Supply Shortage conditions may be declared by resolution of the City adopted at a regular or special public meeting held in accordance with State law. The mandatory conservation requirements applicable to Level 1, Level 2 or Level 3 conditions will take effect on the tenth day after the date the shortage level is declared. Within five (5) days following the declaration of the shortage level, the City must publish a copy of the resolution in a newspaper used for publication of official notices. If the City activates a water allocation process, it must provide notice of the activation by including it in the regular billing statement or by any other mailing to the address to which the City customarily mails the billing statement for fees or charges for on-going water service. A water allocation will be effective on the fifth day following the date of mailing or at such later date as specified in the notice.

**Section 10.02.14. Hardship Waiver**

a. **Undue and Disproportionate Hardship**: If, due to unique circumstances, a specific requirement of this chapter would result in undue hardship to a person using water or to property upon which water is used, that is disproportionate to the impacts to water users generally or to
similar property or classes of water users, then the person may apply for a waiver to the requirements as provided in this section.

b. **Written Finding:** The waiver may be granted or conditionally granted only upon a written finding of the existence of facts demonstrating an undue hardship to a person using water or to property upon which water is used, that is disproportionate to the impacts to water users generally or to similar property or classes of water use due to specific and unique circumstances of the user or the user’s property.

1. **Application:** Application for a waiver must be on a form prescribed by the City and accompanied by a non-refundable processing fee in an amount set by the Public Works Director.

2. **Supporting Documentation:** The application must be accompanied by photographs, maps, drawings, and other information, including a written statement of the applicant.

3. **Required Findings for Waiver:** An application for a waiver will be denied unless the Public Works Director finds, based on the information provided in the application, supporting documents, or such additional information as may be requested, and on water use information for the property as shown by the records of the City or its Agent, all of the following:
   
   i. That the waiver does not constitute a grant of special privilege inconsistent with the limitations upon other residents and businesses;
   
   ii. That because of special circumstances applicable to the property or its use, the strict application of this chapter would have a disproportionate impact on the property or use that exceeds the impacts to residents and businesses generally;
   
   iii. That the authorizing of such waiver will not be of substantial detriment to adjacent properties, and will not materially affect the ability of the City to effectuate the purpose of this chapter and will not be detrimental to the public interest; and
   
   iv. That the condition or situation of the subject property or the intended use of the property for which the waiver is sought is not common, recurrent or general in nature.

4. **Approval Authority:** The Public Works Director must act upon any completed application no later than ten (10) days after submittal and may approve, conditionally approve, or deny the waiver. The applicant requesting the waiver must be promptly notified in writing of any action taken. Unless specified otherwise at the time a waiver is approved, the waiver will apply to; the subject property during the period of the mandatory water supply shortage condition. The decision of the Public Works Director will be final.

Section 10.12.15. **Penalties and Violations**

a. **Misdemeanor:** Any violation of this chapter may be prosecuted as a misdemeanor punishable by imprisonment in the county jail for not more than thirty (30) days, or by a fine not exceeding one thousand dollars ($1,000), or by both.
b. **Penalties:** Penalties for failure to comply with any provisions of the ordinance are as follows:

1. **First Violation:** The City will issue a written warning and deliver a copy of this ordinance by mail.

2. **Second Violation:** A second violation within the preceding twelve (12) calendar months is punishable by a fine not to exceed one hundred dollars ($100).

3. **Third Violation:** A third violation within the preceding twelve (12) calendar months is punishable by a fine not to exceed two hundred and fifty ($250).

4. **Fourth and Subsequent Violations:** A fourth and any subsequent violation is punishable by a fine not to exceed five hundred ($500).

   i. **Water Flow Restrictor:** In addition to any fines, the City may install a water flow restrictor device of approximately one gallon per minute capacity for services up to one and one-half inch size and comparatively sized restrictors for larger services after written notice of intent to install a flow restrictor for a minimum of forty eight (48) hours.

5. **Discontinuing Service:** In addition to any fines and the installation of a water flow restrictor, the City may disconnect a customer's water service for willful violations of mandatory restrictions in this chapter.

c. **Cost of Flow Restrictor and Disconnecting Service:** A person or entity that violates this ordinance is responsible for payment of the City's charges for installing and/or removing any flow restricting device and for disconnecting and/or reconnecting service per the City's schedule of charges then in effect. The charge for installing and/or removing any flow restricting device must be paid to the City before the device is removed. Nonpayment will be subject to the same remedies as nonpayment of basic water rates.

d. **Separate Offenses:** Each day that a violation of this ordinance occurs is a separate offense.

e. **Notice and Hearing:**

1. The City will issue a Notice of Violation by mail or personal delivery at least ten (10) days before taking enforcement action. Such notice must describe the violation and the date by which corrective action must be taken. A customer may appeal the Notice of Violation by filing a written notice of appeal with the City no later than the close of business on the day before the date scheduled for enforcement action. Any Notice of Violation not timely appealed will be final. Upon receipt of a timely appeal, a hearing on the appeal will be scheduled, and the City will mail written notice of the hearing date to the customer at least ten (10) days before the date of the hearing.

2. Pending receipt of a written appeal or pending a hearing pursuant to an appeal, the City may take appropriate steps to prevent the unauthorized use of water as appropriate to the nature and extent of the violations and the current declared water level condition.

Section 10.02.16. **Severability**
If any section, subsection, sentence, clause or phrase in this chapter is for any reason held invalid, the validity of the remainder of the chapter will not be affected. The City Council of the City of El Segundo hereby declares it would have passed this chapter and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or is declared invalid.

SECTION 2. Adoption and implementation of this ordinance is exempt from the provisions of the California Environmental Quality Act pursuant to Section 15307 of the State CEQA Guidelines, as a Class 7 Categorical Exemption.

SECTION 3. Any provision of the City of El Segundo Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to the extent necessary to affect the provision of this ordinance.

SECTION 4. Should any provision of this Ordinance be determined to be invalid or unconstitutional all other provisions of this Ordinance shall remain in full force and effect as approved.

SECTION 5. The Mayor shall sign this Ordinance. The City Clerk shall certify to the passage and adoption of this Ordinance; shall cause the same to be entered in the book of original Ordinances of the City; shall make a minute of the passage and adoption thereof in the records of the meeting of the City Council at which the same is passed and adopted; and shall cause to be posted the same in three public places in the City of El Segundo in the time and manner provided by law. This Ordinance shall become effective 30 days after its adoption.

PASSED AND APPROVED This 21st Day of April 2009.

Kelly McDowell, Mayor
Of the City of El Segundo,
California

ATTEST:

Cindy Mortesen, City Clerk

APPROVED AS TO FORM:

Mark Hensley, City Attorney
April 21, 2009

City Council
City of El Segundo
350 Main Street
El Segundo, CA 90245

Subject: Agenda Item 10 – Draft Water Conservation Ordinance

Honorable Mayor McDowell and City Council Members:

It is evident that the current water supply situation in California is highly uncertain. California faces a third consecutive year of historically dry conditions, reservoir levels have been drawn down over the past two years, and uncertainties and limitations have been placed on imported water deliveries. The current water supply conditions mean that all Californians must eliminate wasteful water use practices and focus on water conservation and best practices for efficient use of potable water.

Continental Development Corporation (CDC) is committed to proactive resource conservation and supports the City’s action to amend and update its existing water conservation ordinance to reflect current conditions. CDC respectfully submits the following comments regarding the draft water conservation ordinance. These comments focus on requests for clarification and suggestions for potential alternative methods to achieve the objectives of the proposed ordinance with flexibility of implementation.

Sections 10.02.10., 11, 12: Water Supply Shortage:

Further clarification is requested as to what event(s) and/or event thresholds may cause the City to declare a Level 1, 2, or 3 Water Supply Shortage.

Section 10.02.10: Level 1 Water Supply Shortage:

1. Limits on Watering Days:

   The proposed ordinance establishes limits on watering to no more than three days per week except during the months of November through March when watering with potable water is limited to one day a week with exceptions for drip irrigation systems and by hand held hose with a shut-off nozzle.

   The one day per week restriction during November through March presents potential challenges for adequate maintenance of lawns and plantings in areas where hand
CONTINENTAL DEVELOPMENT CORPORATION

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watering with a hose is not possible due to lack of a nearby hose bib. Proposed
Section 10.02.09 Water Conservation Requirements – Prohibition Against Waste
includes item b. Limit on Watering Duration which limits watering duration to no
more than fifteen minutes watering per day per station. It is requested that the
ordinance provide an option to continue to water three days per week during the
months of November through March with watering duration limited to no more than
five minutes per day per station. This option imposes the same water use limit while
providing flexibility. Users equipped with irrigation systems and time clocks can
achieve the same water savings objective by using best practices in the utilization of
their irrigation systems.

Section 10.02.11 Level 2 Water Supply Shortage

1. Watering Days

Level 2 Water Shortage limits watering days to two days per week and includes
the Level 1 restriction to limit watering no more than one day per week during
November through March. It is requested that the same option requested for
Level 1 apply to Level 2, so that users may utilize their irrigation systems to continue
to water two days per week during November through March with a requirement
that watering duration limited to no more than 7 minutes per day per station.

Section 10.02.12 Level 3 Water Supply Shortage – Emergency Conditions

No Watering or Irrigating: This measure limits maintenance of vegetation to
watering with hand held container or hand held hose with a shut-off nozzle.
Commercial complexes that typically use zoned irrigation systems are not equipped
with hose bibs in all the necessary locations that may be needed to reach and maintain
minimum vegetation, including trees and shrubs, with a hand held hose. It is
requested that users equipped with zoned irrigation systems with time clocks be
permitted to utilize the zone capability of the irrigation system to water vegetation
two days per week as long as the volume of water used does not exceed the volume of
water that would be used with a hand held hose and that all other requirements of the
ordinance are adhered to. This option provides flexibility to maintain minimum
vegetation in areas that cannot practically be reached with a hose.

As California continues to face dry conditions, water supply uncertainties and a
growing population, it is critical that everyone practice water conservation to help
meet our conservation goals. We need drought protection and reduced dependence
on imported water supplies. Increased local control of our water supply will result in a more stable and reliable supply of water.

CDC is committed to practicing proactive resource conservation and will continue to investigate new strategies to expand its conservation efforts.

Thank you for consideration of our comments. I am available to answer any questions regarding these comments at 310-640-1520, Ext. 205 or via email at treina@continentaldevelopment.com.

Sincerely,


toni reina

Toni Reina
Planning Manager

:tr

Copy: Dana Greenwood, Public Works Director
    Cindy Mortesen, City Clerk
    Richard C. Lundquist, CDC
    Lianne Ibarra, CDC
    Alex J. Rose, CDC
ORDINANCE NO. 1180

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO DECLARING A CONTINUANCE OF THE WATER SHORTAGE EMERGENCY, RESCINDING CITY MANDATORY WATER CONSERVATION ORDINANCE NO. 1160 AND ADOPTING THE CITY VOLUNTARY WATER CONSERVATION ORDINANCE.

THE CITY COUNCIL OF THE CITY OF EL SEGUNDO does ordain as follows:

Section 1. Purpose and Scope.

The City of El Segundo (hereinafter called City) receives all of its potable (drinking) water supplies from the West Basin Municipal Water District (hereinafter called WBMWD) which District receives all of its potable water supplies from The Metropolitan Water District of Southern California (hereinafter called MWD). In February 1991 WBMWD and MWD respectively declared water shortage emergencies and adopted mandatory water conservation programs which required a 20% reduction in usage of non-interruptible municipal and industrial water supplies. The City of El Segundo as a 100% user of non-interruptible treated municipal and industrial water supplies from MWD and WBMWD was required to adopt a conservation program similar to that of MWD and WBMWD. On 3/10/92 MWD changed the level of required conservation to a 10% mandatory level effective 3/1/92. On 3/27/92 MWD changed the 10% conservation requirement from that of a mandatory program to that of a voluntary program.

Section 2. Findings.

The Council does hereby find, determine and declare as follows:

a. The City did on 2/19/91 adopt a Mandatory Water Conservation Program as Ordinance No. 1160 effective that date that established a mandatory level of conservation at 20% below the baseline period of 1989-90 as a requirement of WBMWD and MWD.

b. MWD on 3/10/92 changed the level of mandatory water conservation to 10% of the 1989-90 baseline period and accordingly allocated an increased supply of water to the WBMWD.

c. MWD on 3/27/92 changed the mandatory conservation program to that of a voluntary program at a level of 10% below the 1989-90 baseline year usage.

d. WBMWD is proceeding to change their conservation program.

e. The change in the level of Mandatory Water Conservation by MWD and WBMWD from 10% to 10% of the 1989-90 baseline and from mandatory to voluntary permits the City to do likewise.

f. The change in the level of Mandatory Water Conservation by MWD, WBMWD and the City to 10% of the 1989-90 baseline on a voluntary basis will not have any significant adverse environmental impacts as disclosed by environmental documents prepared and distributed as required by law. A Notice of Categorical Exemption has been filed and is hereby adopted and approved.

g. Ordinance No. 1160 is hereby rescinded and replaced by this Ordinance.
Section 3. Water Allotment.

The purpose of this Ordinance is to reduce the amount of potable water consumed by city customers by a minimum of 10% below the base year usage.

Section 4. Use Restriction Guidelines.

a. All water customers are required to adopt and put into use at the earliest possible date drought water conservation programs. Those customers whose consumption places them in the 100 largest quantity consumers of water on a 12-month basis in the City shall have filed under former Ordinance No. 1160 their written conservation plans with the City. Such plans as accepted by the City shall hereby be considered to be consistent with this Ordinance other than the goal thereof shall be to conserve 10% of the 1989-90 baseline year usage on a voluntary basis. Any new business whose anticipated consumption would place them in the top 100 users in the City shall file also a plan with the City upon applying for the water service.

b. All uses by water service customers of the City and the programs of the top 100 users are to be consistent with the following restrictions concerning the use of water:

(1) With respect to practices:

Lawn watering and landscape irrigation with potable water is to be generally only permitted between the hours of 4 p.m. and 10 a.m. Golf courses, parks, school grounds and recreational fields are to generally be irrigated within the designated times. For the purpose of maintenance and testing the irrigation system minimum water use will be allowed during the daytime.

Agricultural users, commercial nurseries, landscape contractors and irrigation of livestock and irrigation of propagating beds may continue to irrigate with potable water as management practices dictate, but are requested to curtail all non-essential water uses.

Hand watering is recommended to be done by use of a hand-held hose equipped with a positive shut-off nozzle, a hand-held faucet-filled bucket of five gallons or less is used, or a drip irrigation system is used.

(2) With respect to exterior washing practices:

(a) Washing of building, facilities, equipment, autos, trucks, trailers, boats, airplanes and other types of mobile equipment should be curtailed except where a hand-held hose equipped with a positive shut-off nozzle for quick rinses is used. Wherever possible, such as when washing vehicles, a bucket wash is recommended.

(b) Washings are exempted from these regulations where the health, safety and welfare of the public is contingent upon frequent vehicle or other facility or equipment cleaning, such as garbage trucks and vehicles used to transport food and perishables.

(c) Water should not be used to wash down sidewalks, driveways, parking areas, residential tennis courts, patios or other paved areas except to alleviate immediate fire, sanitation or health hazards.
(d) Water should not be allowed to run off landscape areas into adjoining streets, sidewalks, or other paved areas due to incorrectly directed or maintained sprinklers or excessive watering.

(3) With respect to ornamental or recreational uses:

(a) Filling and refilling residential swimming pools and spas should be held to a minimum, but if necessary should only be done between the hours of 6 p.m. and 6 a.m.

(b) Filling and refilling of ponds, fountains, and artificial lakes is discouraged and the recycling of water in ponds, fountains, and artificial lakes is recommended.

(4) With respect to other uses:

(a) Water from fire hydrants is to only be used for fire fighting and public health, safety, and welfare activities including public street sweeping.

b) Water from meters installed on fire hydrants may be used for construction purposes proved the contractor practices conservation.

(c) Flushing of water mains should only be done as necessary to protect the public health.

(d) Eating establishments should practice water conservation for all water uses.

Water system leaks are recommended to be repaired as soon as possible after being discovered and should not be allowed to continue for an unreasonable time.

Section 5. The base year allocation to the City set by the WBMWD is defined as a consecutive 12 monthly water delivery amounts for the period of July 1, 1989 through June 30, 1990, inclusive.

Section 6. Enforcement.

The Director of Public Works of the City of El Segundo or his designated representative shall have the duty and are hereby authorized to work with and assist water system customers in meeting the provisions of this Ordinance and shall have all the powers and authority contained in California Penal Code Section 836.5, including the power to issue written notice to appear.

Section 7. Nonapplication of Ordinance.

This ordinance shall be inoperative to the extent any regulations and restrictions adopted pursuant to Division I, Chapter 3, of the Water Code conflict.

Section 8. This ordinance shall expire at such time as WBMWD should terminate its corresponding Water Conservation Ordinance.

Section 9. Severability.

If any section, subsection, sentence, clause, phrase, portion, or part of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each
section, subsection, sentence, clause, phrase, part, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts, or portions be declared invalid or unconstitutional.

Section 10. The City Clerk shall certify to the adoption of this Ordinance; shall cause the same to be entered in the book of original ordinances of said City; shall make a minute of the adoption thereof in the records of the meeting at which the same is passed and adopted; and shall cause it to be published in the manner required by law.

PASSED, APPROVED AND ADOPTED this 21st day of April, 1992.

Mayor of the City of El Segundo
California

ATTEST:

Cindy Morgan,
City Clerk
(SEAL)
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF EL SEGUNDO

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing ordinance, being ORDINANCE NO. 1180 is a full, true correct original of ORDINANCE NO. 1180 of the said City of El Segundo, California, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO DECLARING A CONTINUANCE OF THE WATER SHORTAGE EMERGENCY, RESCINDING CITY MANDATORY WATER CONSERVATION ORDINANCE NO. 1160 AND ADOPTING THE CITY VOLUNTARY WATER CONSERVATION ORDINANCE.

which was duly passed and adopted by the said City Council, approved and signed by the Mayor or said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the 21st DAY OF APRIL, 1992, and the same was so passed and adopted by the following vote:

AYES: Mayor Jacobson, Mayor ProTem Wise, Councilmembers Robbins, Switz, and West.

NOES: None

ABSTENTION: None

I do hereby further certify that pursuant to the provisions of Section 36933 of the Government Code of the State of California, that the foregoing ORDINANCE NO. 1180 as duly and regularly published according to law and the order of the City Council of said City of El Segundo Herald, a weekly newspaper of general circulation, printed, published and circulated within said City and that the same was so published therein on the following day, to wit:

CINDY MORTESSEN
City Clerk of the
City of El Segundo, California

(SEAL)
ORDINANCE NO. 1160

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF EL SEGUNDO
DECLARING A WATER SHORTAGE EMERGENCY
ADOPTING MANDATORY WATER CONSERVATION
REGULATIONS AND RESTRICTIONS AND DECLARING
THE URGENCY THEREOF

THE CITY COUNCIL OF THE CITY OF EL SEGUNDO does ordain
as follows:

Section 1. Purpose and Scope

The City of El Segundo (hereinafter called City) receives
all of its potable water supplies from the West Basin Municipal
Water District, (hereinafter called WBMWD) which District
receives all of its potable water supplies from the Metropolitan
Water District of Southern California (hereinafter called MWD).
The WBMWD and MWD have declared water shortage emergencies as a
result of a continuing severe drought and have both adopted
mandatory water conservation regulations and restrictions. These
regulations and restrictions will significantly affect and limit
the City's efforts and responsibilities of providing potable
water to the City's citizens and businesses. The WBMWD requires
that each organization buying water adopt a conservation program
consistent with WBMWD's program. To assist the City in meeting
its obligations in a reasonable manner and to be responsive to
the drought situation the City needs to adopt a similar program.

Section 2. Findings

The Council does hereby find, determine and declare as
follows:

a. The City obtains from the WBMWD all of the potable
water needed to serve its water using customers. The WBMWD
delivered 20,651.7 acre feet of potable water to the City in the
base year of June 1, 1989 to May 31, 1990, inclusive (hereinafter
called base year).

b. WBMWD on January 28, 1991, adopted a mandatory water
conservation program, the intent of which is to cause the overall
reduction in water usage of a minimum of 10%, commencing February
1, 1991 due to a water shortage caused by the drought which is
affecting most of the State of California. Subsequently the MWD adopted on February 12, 1991, a program of 20% reduction in water usage to be effective March 1, 1991. The WBMWD on February 25, 1991 adopted a similar program to become effective March 1, 1991. As a result, the allocation of water to the City for distribution to City water system customers will be reduced by the WBMWD by approximately 20%, or 4,130 acre feet.

c. The ordinary demands and requirements of water using consumers cannot be satisfied without depleting the available water supply to the extent that there would be insufficient water supplies for human consumption, sanitation and fire protection due to the reduction in the supply allocation imposed by the WBMWD due to the drought. The City, to protect the health, welfare and safety of the community, must immediately impose regulations and require all water customers within the City's boundaries to implement a drought water conservation program thereby reducing the amount of water needed by those customers. Should all of the water customers of the City implement their individual water conservation programs, the amount of water allocated can be equitably used to meet the primary health and safety needs of the City.

d. The City supplies approximately 21,000 acre feet of potable water in an average year to approximately 4,580 customer meters serving many residential units, commercial and industrial businesses.

e. The regulations and restrictions set forth herein will not produce any significantly adverse environmental impacts as disclosed by environmental documents prepared and distributed as required by law. A negative declaration covering the adoption of the regulations and restrictions described below is hereby adopted and approved.

f. There is a need to put this Ordinance into effect at the earliest possible date as an Urgency Ordinance. That effective date is hereby established to be February 19, 1991.
Section 3. Water Allotment

The purpose of this ordinance is to reduce the amount of potable water consumed by City customers by a minimum of 20% below the base year usage.

Section 4. Use Restriction Guidelines

a. All water customers are required to adopt and put into use at the earliest possible date drought water conservation programs. Those customers whose consumption places them in the 100 largest quantity consumers of water on a 12-month basis in the City shall file no later than March 15, 1991 their written conservation plans with the City.

b. All programs should be consistent with the following restrictions concerning the use of water:

(1) With respect to practices:

(a) Lawn watering and landscape irrigation with potable water is permitted only between the hours of 4 p.m. and 10 a.m. Golf courses, parks, school grounds and recreational fields are to be irrigated within the designated times. For the purpose of maintenance and testing the irrigation system only, minimum water use will be allowed during the daytime. Agricultural users, commercial nurseries, landscape contractors and irrigation of livestock and irrigation of propagation beds may continue to irrigate with potable water as management practices dictate, but are required to curtail all non-essential water uses.

(b) Watering is permitted at any time if a hand-held hose equipped with a positive shut-off nozzle is used, a hand-held faucet-filled bucket of five gallons or less is used, or a drip irrigation system is used.

(2) With respect to exterior washing practices:

(a) Washing of buildings, facilities, equipment, autos, trucks, trailers, boats, airplanes and other types of mobile equipment is restricted except where a hand-held hose equipped with a positive shut-off nozzle for quick rinses is used. Whenever possible, such as when washing vehicles, a bucket wash is required.
(b) Washings are exempted from these regulations where the health, safety and welfare of the public is contingent upon frequent vehicle or other facility or equipment cleaning, such as garbage trucks and vehicles used to transport food and perishables.

(c) Water shall not be used to wash down sidewalks, driveways, parking areas, residential tennis courts, patios or other paved areas except to alleviate immediate fire, sanitation or health hazards.

(d) Water shall not be allowed to run off landscape areas into adjoining streets, sidewalks, or other paved areas due to incorrectly directed or maintained sprinklers or excessive watering.

(3) With respect to ornamental or recreational uses:

(a) Filling and refilling residential swimming pools and spas is discouraged, but if necessary is only allowed between the hours of 6 p.m. and 6 a.m.

(b) Filling and refilling of ponds, fountains, and artificial lakes is discouraged and the recycling of water in ponds, fountains, and artificial lakes shall be required.

(4) With respect to other uses:

(a) Water from fire hydrants shall only be used for fire fighting and public health, safety, and welfare activities including public street sweeping.

(b) Flushing of water mains is not permitted except as necessary to protect the public health.

(c) Restaurants shall not serve water to their customers unless specifically requested.

(5) Leaks shall be repaired as soon as possible after being discovered and shall not be allowed to continue for more than 48 hours.

Section 5. Base Year Billing Systems

The WBMWD bills monthly the City for water delivered in the prior month based on meter readings that are taken on or about the first day of each month.

The base year allocation to the City set by the WBMWD is
defined as the consecutive 12 monthly water delivery amounts for the period of June 1, 1989 through May 31, 1990, inclusive.

The City bills some of its customers monthly and some bi-monthly.

The City's billing period for the monthly customer approximates the monthly billing period of the WBMWD. A monthly non-exempt customer will be subject to being billed by the City for applicable surcharges/incentives/penalties for consumption beginning March 1, 1991.

A bi-monthly non-exempt customer will be subject to being billed by the City for applicable surcharges/incentives/penalties for the respective first regular bi-monthly period for that customer beginning after March 1, 1991 and ending following termination of the Program.

Section 6. Enforcement

(a) The Director of Public Works of the City of El Segundo or his designated representative shall have the duty and are hereby authorized to enforce the provisions of this Ordinance and shall have all the powers and authority contained in California Penal Code Section 836.5, including the power to issue written notice to appear.

(b) Each law enforcement officer of the City shall, in connection with his duties imposed by law, diligently enforce the provisions of this ordinance.

Section 7. Customers Exempt from Surcharge/Incentive/Penalty Provisions of Ordinance

(a) All customers on the City Lifeline Water Rate schedules are expected to do their reasonable best to conserve water. The Lifeline customers shall be exempt from the surcharge/incentive/penalty water rate portions of the City Water Conservation program as long as it appears that they are making a reasonable effort at conserving water.

(b) All customers who consumed in the two (2) years prior to March 1991 on the average the equivalence of 15 - 100's cubic feet (42.5 cubic meters) or less of water per month per single family residence or per commercial or industrial
business or who used the equivalence of 13 - 100's cubic feet (36.8 cubic meters) or less of water per month per residential unit in a multiple residential development shall be exempt from the surcharge/incentive/penalty water rate portions of the City Water Conservation program as long as it appears that they are making a reasonable effort at conserving water.

Section 8. Relief from Ordinance Provisions

A customer may file an application with the City Director of Public Works for relief from any provision of this Ordinance, including changes in the base year allocation.

The applicant for relief must submit an application in a form acceptable to the City requesting such relief in whole or in part from the water use curtailment/allowance provisions herein.

Relief and/or adjustment in the base year allocation may be applied for on the basis of changed circumstances since the base year period of June 1, 1989 to May 31, 1990, inclusive or the nearest 12 month billing period thereto of the City water billing system based on such reasons as change in the number of family members, of number of occupants, or changes in business practices, or business growth.

Upon receipt of the application the Director is within fifteen (15) days to communicate with the applicant a decision thereon. The Director shall take into consideration all relevant factors presented by the customer.

The decision of the Director of Public Works shall be final except for City Council review.

Section 9. Surcharge for Water Conservation Program

All customers who are not exempt from the surcharge/incentive/penalty rate provisions of this Ordinance shall be subject to a surcharge rate on their bill to pay for the program cost and to maintain the financial integrity of the City Water System Fund. The Program Surcharge shall be an amount to be established by the City Council by separate Resolution.

Section 10. Conservation Incentive Credit for Using Less Than 80% of Base Year Allocation.

When a non-exempt customer has used a quantity of water less
than the 80% base year allocation or for the respective billing period there shall be applied by the City a credit amount to the customer's bill for the billing period in the amount to be established by the City Council by separate Resolution.

Section 11. Penalty for Exceeding 80% of Base Year Allocation.

(a) On the basis of each billing period's water meter readings, should it be noted that a customer has used more water than 80% of the base year allocation level (exceeded level) as allowed herein for the first time occurrence the customer is to be given a written notice by the City and the customer shall be billed on their regular bill for such excess usage at the water rates of the City plus the additional penalty rate to be established by the City Council by separate Resolution.

(b) Should it appear from visual inspection that a customer is consuming an abnormally large quantity of water through inefficient utilization of such water that customer is to be given by the City a preliminary notice in writing, of such situation. Such person shall have five (5) working days to either correct such situation, or to terminate the use, or to present to the City a plan of action to mitigate the situation to the satisfaction of the Director of Public Works.

(c) Should after such written notice(s) and/or addition of the penalty to the water bill the customer has not responded and/or made a reasonable effort to reduce its water usage and to conserve the available water supply, the City may forthwith install a flow-restricting device in the customer service restricting the flow of water to the customer's premises.

Before the City installs a flow-restricting device the customer is to be given a notice in writing of such intended action. Should the customer either not take responsible action or respond to the City as to the customer's inability to comply with the Ordinance within a reasonable time the city shall proceed to install the flow-restricting device. The flow restricting device will be removed by the City upon satisfactory evidence presented to the City that the customer has mitigated the
situation. The customer will be charged for the actual cost of installation and/or removal of the flow restricting device. Actual cost shall include all City material, labor, equipment and overhead charges.

(d) A customer allowing an adjacent customer to connect to its private water system following installation of a restrictive device shall after written notice by the City to abate such practice and does not immediately cease such action shall have a restrictive device installed by the City in their service line at their expense for a period of a minimum of ten (10) days or for as long a period of time as the connection between the two customers' premises remains.

Section 12. Notices

All written first notices will be given by the City either in writing to the customer's mailing address by regular First Class U. S. Mail or hand delivered to the customer service address as convenient or appropriate to the City.

Any second or subsequent written notices shall be given by the City by Certified U.S. Mail to the customer's mailing address and hand delivered to the service address.

Section 13. Nonapplication of Ordinance

This ordinance shall be inoperative to the extent any regulations and restrictions adopted pursuant to Division I, Chapter 3, of the Water Code conflict.

Section 14. Violation Penalty

Any customer appearing to have violated any of the provisions or failed to comply with any of the mandatory requirements of the Ordinance shall be first notified in writing of that violation or non-compliance and will be given an appropriate period of time to respond and/or to mitigate the situation causing the appearance of a violation. Should after that time period no effective response or action has been taken by the customer the City may deem the customer guilty of either an infraction and/or of a misdemeanor. Any customer that in the opinion of the City has violated this City Ordinance may be issued at the discretion of the Director of Public Works or his
designee a citation of the City charging the customer with an
infraction of this Ordinance. The first citation issued shall
include a fine of one hundred dollars ($100.00). For each
subsequent citation issued in a one (1) year period for
additional infractions the fine shall be increased respectively
by $50 over the prior citation up to a maximum of $250.00.
Should the customer, after a minimum of three (3) citations, not
have complied with this Ordinance that customer may be charged at
the discretion of the Director of Public Works or his designee
with a misdemeanor. Any customer convicted of a misdemeanor
under this Ordinance of the City shall be punished by a fine of
not more than one thousand dollars ($1,000.00), or by
imprisonment not to exceed six (6) months, or by both such fine
and imprisonment. Each such customer charged with an infraction
or misdemeanor shall be guilty of a separate offense for each and
every day during any portion of which any violation of any
provision of the ordinances of the City is committed, continued,
or permitted by any such person, and he shall be punished
accordingly.

Section 15. This Ordinance shall expire at such time as
WBMWD should terminate its Water Conservation Ordinance.

Section 16. Severability

If any section, subsection, sentence, clause, phrase,
portion, or part of this Ordinance is for any reason held to be
invalid or unconstitutional by any court of competent
jurisdiction, such decision shall not affect the validity of the
remaining portions of this Ordinance. The City Council hereby
declares that it would have adopted this Ordinance and each
section, subsection, sentence, clause, phrase, part, or portion
thereof, irrespective of the fact that any one or more sections,
subsections, clauses, phrases, parts, or portions be declared
invalid or unconstitutional.

Section 17. The City Council of the City of El Segundo
hereby declares that a serious water shortage exists and that the
protection of the public health, safety, and welfare of the
citizens of the community requires that this Ordinance be adopted
as an Urgency Ordinance.
Section 18. The City Clerk shall certify to the adoption of this Ordinance; shall cause the same to be entered in the book of original ordinances of said city; shall make a minute of the adoption thereof in the records of the meeting at which the same is passed and adopted; and shall cause it to be published in the manner required by law.

PASSED, APPROVED AND ADOPTED this 19th day of February, 1991.

[Signature]
Mayor of the City of El Segundo, California

[Signature]
City Clerk

10 of 10
I, Ronald L. Hart, City Clerk of the City of El Segundo, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing ordinance, being Ordinance No. 1160 is a full, true correct original of Ordinance No. 1160 of the said City of El Segundo, California, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO DECLARING A WATER SHORTAGE EMERGENCY ADOPTING MANDATORY WATER CONSERVATION REGULATIONS AND RESTRICTIONS AND DECLARING THE URGENCY THEREOF.

which 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 19th day of February, 1991, and the same was so passed and adopted by the following vote:

AYES: Councilmembers Dannen, Clutter, West, Wise and Mayor Jacobsen

NOES: None

ABSTENTIONS: None

I do hereby further certify that pursuant to the provisions of section 36933 of the Government Code of the State of California, that the foregoing Ordinance No. 1160 was duly and regularly published according to law and the order of the City Council of said City of El Segundo Herald, a weekly newspaper of general circulation, printed, published and circulated within said City and that the same was so published therein on the following day, to wit:

[Signature]

Ronald L. Hart
City Clerk of the
City of El Segundo, California

(SEAL)
AGENDA DESCRIPTION:

Consideration and possible action to amend the City Manager's FY 2009-2010 Budget recommendation for City financial assistance to El Segundo Unified School District with a one-time budget augmentation of $150,000 above the base annual cash contribution of $250,000 provided under the terms of the Funding Agreement.  (Fiscal Impact: Proposed Budget $250,000; Additional Request $150,000; Total $400,000)

RECOMMENDED COUNCIL ACTION:

1) Approve a one-time funding augmentation of $150,000 to the current base payment of $250,000 provided for in Funding Agreement with the El Segundo Unified School District;

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

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Budget Adjustment Required

Amount Budgeted: $250,000
Additional Appropriation: Yes $150,000
Account Number(s): TBD

ORIGINATED BY: Deborah Cullen, Finance Director
REVIEWED BY: Dr. Don Brann, Councilmember
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

The City has a Funding Agreement with the El Segundo Unified School District which has provided a base annual payment of $250,000 to the District. In the current fiscal year, the City provided a supplemental cash payment of $150,000 for a total of $400,000, in light of the tremendous fiscal hardship the District is experiencing and in order to fund essential school programs and operations.

If the City were to increase the annual contribution the District would recommend adding the following positions back that were eliminated for FY 09-10:

50% District librarian
ESMS Health Clerk
2 custodians
Based on my request staff has identified the following options to fund this additional contribution:

- Reduce the undesignated/unreserved General Fund balance
- Reduce Capital Funding
- Implement administrative cuts applying a pro rata share to each Department
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: September 15, 2009
AGENDA HEADING: Council Member Jacobson

AGENDA DESCRIPTION:
Consideration and possible action to direct staff to prepare an amendment to the General Plan and process the re-zoning of the property located at 1916 E. Imperial Highway.  
(Fiscal Impact: none)

RECOMMENDED COUNCIL ACTION:
Recommendation – (1) Direct staff to prepare an amendment to the General Plan and process the re-zoning of the property located at 1916 E. Imperial Highway; and/or (2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. City of El Segundo Zoning Map

FISCAL IMPACT: None

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ORIGINATED BY:  Carl Jacobson, Council Member
REVIEWED BY:  Greg Carpenter, Director of Planning and Building Safety
APPROVED BY:  Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

An application was filed by the Boeing Company for an amendment to the General Plan and re-zoning of the majority of the city block bounded by Sepulveda Boulevard, Imperial Highway, Selby Street and Walnut Avenue. During the September 1, 2009 City Council discussion of the Boeing Company application, Council Member Jacobson identified that should the Boeing property be rezoned, the property at 1916 E. Imperial Highway would be the only remaining parcel in this block with the General Commercial (C-3) zoning designation. Council Member Jacobson asked that this agenda item be prepared so that the City Council could consider directing staff to prepare an amendment to the General Plan and a re-zoning to provide consistency in the land use designations for the entire block.

The property in question is located at the southwest corner of Selby Street and Imperial Highway and has a land area of approximately 50,000 square feet. The property is improved with single-story industrial buildings with an area of approximately 27,000 square feet that are used for repair of air freight shipping containers. Los Angeles County records indicate that the current property owner is Satco Inc. of El Segundo.
Should the City Council direct staff to proceed with this effort, the property owner will be contacted and an analysis will be prepared and presented to the Planning Commission at a public hearing that would be held in November or December of this year. It is expected that the Planning Commission will consider the matter and make a recommendation to the City Council.