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, DECEMBER 7, 2010 – 5:00 P.M.

Next Resolution # 4699
Next Ordinance # 1457

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) -2- matter

1. City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
2. NSA Construction vs. City of El Segundo, LASSC Case No. BC348182

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -3- potential cases: Claim No. 10-39, Claimant Shaun Cooley; Claim received on or about November 3, 2010, Claim No. 10-41, Claimant: New Cingular Wireless PCS, LLC (an affiliate of ATT Mobility, LLC); Claim No. 10-32, Claimant: Armand Gonzales, Inc. dba Gonzales Construction (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

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

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -1- matters

1. Represented Group: City Employees Association (CEA)
   Negotiators: Jack Wayt, Bob Hyland and Richard Kreisler

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): -0- matters
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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, DECEMBER 7, 2010 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor John Svendsen, First Baptist Church

PLEDGE OF ALLEGIANCE – Council Member Suzanne Fuentes

Next Resolution # 4690
Next Ordinance # 1457
PRESENTATIONS

a. Proclamation proclaiming Sunday, December 12, 2010 as the 47th Annual El Segundo Holiday Parade.
b. Proclamation proclaiming the 1200 block of Acacia Avenue as Candy Cane Lane from December 11 at 7:00 p.m. through December 23, 2010.
c. Proclamation announcing Sandy Cox as the El Segundo Police Department’s "RSVP of the Year".
d. Proclamation proclaiming December 16, 2010 as "El Segundo Day of Play" at Mattel.

ROLL CALL

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A. PROCEDURAL MOTIONS

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

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to adopt a resolution establishing a fine schedule for animal control violations regulated by Title 6 of the El Segundo Municipal Code. (Fiscal Impact: None)

Recommendation – (1) Open a Public Hearing to consider establishing an animal control fine schedule; (2) Adopt a resolution establishing a fine schedule for animal control violations; (3) 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 2579906 to 2580177 on Register No. 4 in the total amount of $929,588.87 and Wire Transfers from 11/05/10 through 11/24/10 in the total amount of $2,614,350.43.**

   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 November 16, 2010.**

   Recommendation – Approval.

4. **Consideration and possible action regarding awarding a contract extension to The Jones Payne Group (JPG) for Design and Testing Services related to the Residential Sound Insulation (RSI) Program. (Fiscal impact: $90,000 – Non-General Fund)**

   Recommendation – (1) Award a contract extension to The Jones Payne Group; (2) Authorize the City Manager to execute a contract extension in a form approved by the City Attorney; (3) Alternatively discuss and take other action related to this item.

5. **Consideration and possible action regarding a request from the Young American Parent Committee to waive the banner fees per El Segundo Municipal Code Sections 8-8-7 D1. (Fiscal Impact: $178.00)**

   Recommendation – (1) Approve the request to waive the user fees per El Segundo Municipal Code Sections 8-8-7; (2) Alternatively discuss and take other action related to this item.

6. **Consideration and possible action regarding approval of a one-year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo City Employees Association. (Fiscal Impact: Estimated Savings FY 2010/2011 of $396,259)**

   Recommendation – (1) Adopt the Resolution approving the Memorandum of Understanding; (2) Alternatively discuss and take other action related to this item.
7. Consideration and possible action regarding approval of a Resolution implementing the City's Last, Best, and Final Offer regarding the impacts of layoff, consisting of a severance package for the laid off employees within the City Employees Association bargaining unit. Fiscal Impact: $11,122.56. Recommendation – (1) Approve the attached Resolution; (2) Alternatively discuss and take other action related to this item.]

8. Consideration and possible action to grant W.E. Construction, Inc. and Delmac Construction & Development, Inc. request to withdraw their bids because of mathematical mistakes in accordance with Public Contract Code Section 5101 and award a standard public works contract to EMAE International, Inc. for the construction of a new Beach Bathroom Facility and Lifeguard Station at the El Segundo Beach; Consideration and possible action to award a professional services agreement with Rubio Medina (RM) to provide construction management services for the El Segundo beach facility. Project No.: PW 10-09. (Fiscal Impact: $1,296,400.00) Recommendation – (1) Grant W.E. Construction, Inc. and Delmac requests to withdraw their bids because of mathematical mistakes in accordance with Public Contract Code Section 5101; (2) Authorize the City Manager to execute a Standard Public Works Contract in a form as approved by the City Attorney with EMAE International, Inc. in the amount of $1,111,000.00; (3) Authorize a construction contingency in the amount of $100,000.00 for unforeseen additional work; (4) Authorize the City Manager to execute a professional services agreement in the amount of $86,400.00 with Rubio Medina to provide construction management services; (5) Alternatively, discuss and take other action related to this item.

9. Consideration and possible action to award HF & H Consultants, LLC a Professional Services Agreement for consulting services to aid City staff in the development of a Request for Proposals for Residential Trash Collection services and selection and award of a new waste hauler contract to commence in August, 2011. (Fiscal Impact: $81,000.00) Recommendation – (1) Approve a Professional Services Agreement to HF & H Consultants, LLC in a form approved by the City Attorney to aid City staff in all steps necessary to secure a new residential trash collection services contractor; (2) Alternatively, discuss and take other action related to this item.
10. Consideration and possible action to receive and file the supplemental notice that was mailed to property owners and renters regarding the City’s Proposition 218 protest ballots process to potentially impose solid waste ("trash") fees and announce that the public hearing before the City Council on this matter has been continued from December 21, 2010, to January 18, 2011. (Fiscal Impact: None)

Recommendation – (1) Receive and file supplemental notice that was mailed to property owners and renters regarding the City’s Proposition 218 protest ballots process to potentially impose solid waste ("trash") fees and announce that the public hearing before the City Council on this matter has been continued to January 18, 2011; (2) Alternatively, discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

11. Introduction of an Ordinance of the City Council amending Title 6 of the El Segundo Municipal Code in its entirety regarding Animal Control. (Fiscal Impact: None)

Recommendation – (1) Introduce the Ordinance and waive first reading; (2) Second reading and adoption would occur on December 21, 2010; (3) Alternatively discuss and take other action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

12. Consideration and possible action regarding Council consensus to cancel the January 4, 2011 City Council Meeting. (Fiscal Impact: None)

Recommendation – (1) Approve cancellation of the January 4, 2011 City Council Meeting; (2) Alternatively discuss and take other action related to this item.

J. REPORTS – CITY TREASURER
K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes –

Council Member Brann –

Council Member Jacobson –

Mayor Pro Tem Fisher –

Mayor Busch –

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MEMORIALS –

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.

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: Dec 1, 2010

TIME: 2:30 p.m.

NAME: [Signature]
WHEREAS, The El Segundo Chamber of Commerce has given El Segundo the Annual Holiday Parade for the past 47 years, a tradition which both celebrates El Segundo and calls forth the Holiday Season; and

WHEREAS, The parade, to be held Sunday, December 12, 2010 from 1:00 p.m. to 3:00 p.m., with a theme of Holiday Railway, will assemble on the corner of Imperial Avenue and Main, and continue down Main Street, disbanding at El Segundo Boulevard; and

WHEREAS, The parade will start with the Grand Marshall, end with the traditional Grand Finale - the Chevron Fire Truck, bringing Santa Claus through downtown El Segundo, and in between the crowds will be treated to a few surprises; and

WHEREAS, The community is invited to other holiday festivities on Thursday, December 9th, beginning at 3:00 p.m. with Santa’s Village at City Hall Plaza, the Farmer’s Market and Holiday Craft Fair on Main Street, and the Annual Tree Lighting Celebration in the Plaza from 4:00 p.m. to 5:30 p.m., followed by the Chamber of Commerce Holiday Mixer held at Citizens Business Bank.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby proclaim Sunday, December 12, 2010, as the 47th Annual El Segundo Holiday Parade, and invite the community to all the traditional El Segundo holiday events and wish the Chamber of Commerce many more years of marching down Main Street.

Mayor Eric H. Busch
Mayor Pro Tem Bill Fisher
Council Member Don Bann

Council Member Carl Jackson
Council Member Suzanne Juantos
WHEREAS, Great and wonderful events are many times the inspiration of one person, like Ken Bailey, whose simple idea, that a decorated tree be placed at the end of the cul-de-sac on the 1200 Block of East Acacia in celebration of a neighborhood Christmas 1949, is 60 years later an annual holiday tradition in El Segundo, worthy of national media coverage, and known as Candy Cane Lane; and

WHEREAS, Candy Cane Lane features Santa Claus arriving on top of a horn-blowing El Segundo fire truck to light the beautifully decorated homes on Candy Cane Lane as he makes his way into a snow-covered Christmas Village situated at the end of the cul-de-sac, where he then climbs on his sleigh from which he sends good cheer each year for 12 nights this year to hundreds of boys and girls, residents and tourists; and

WHEREAS, Magnolia trees are brightly decorated and artificial snow is supplied by the City. The El Segundo Community Band plays and property owners dress up their homes for all the oohs and aahs and the tradition of Candy Cane Lane. A few good merry men of Candy Cane Lane, like Tom Lindsay, have given their merry Ho, Ho, Ho’s, year after year, in the same Santa suit donated by Chevron. A big thanks to Spring Cleaners for generously making sure Santa’s suit is sparkling and mended for the season and South Bay Vital Signs for creating a joyful entrance sign. The RSVPs and ESHS volunteers make sure the crowds maneuver down the Lane in a safe and orderly fashion; and toys are donated by Mattel and given to the children.

WHEREAS, Least we forget, we herein list the names of the folks that are synonymous with Candy Cane Lane: Bradys, Borgattas, Brueimmers, Brunnenkants, Doukas, Eyres, the Harts, Hos, Hudspeth, Kehls, Leachs, Manumaleuna, McEwan, Mitchells, Moores, Mortesens, Odles, Palmers, Phillips, Sanchez, Schleniders, Steinbergs, Turnbulls, Walters, and Warwicks.

NOW, THEREFORE, on this 7th day of December, 2010, the Mayor and Members of the City Council of the City of El Segundo, California, proclaim the 1200 Block of Acacia Avenue as CANDY CANE LANE from December 11, 2010 at 7:00 p.m., through December 23, 2010, and invite the young and young at heart to experience the wonders of this El Segundo holiday tradition.

Mayor Eric H. Busch
Mayor Re Tom Bell Fishel
Council Member Don Brann
Council Member Carl Jacobson
Council Member Suzanne Fuentez
WHEREAS, the goal of the El Segundo Police Department’s Retired Senior Volunteer Program (“RSVP”) is to supplement and assist both the Field Operations and the Administrative Services Bureau in their efforts to better serve the citizens of the City of El Segundo; and

WHEREAS, RSVP members are the "eyes and the ears" of the Police Department and, as representatives of the City and the Police Department, must maintain an image at all times that parallels the professionalism of the El Segundo Police Department; and

WHEREAS, Sandy Cox has been an El Segundo Police Department RSVP since January 29, 2001, working not only the required four hours a week, but contributing additional hours for special events such as the El Segundo Police Department’s Open House, the El Segundo Christmas Parade and the Richmond Street Fair. In addition, Sandy assists the Crime Prevention Unit with many other functions; and,

WHEREAS, Sandy Cox never fails to come to work with an eagerness to help with any request, and makes invaluable contributions to the RSVP program and to our community with enthusiasm and support; and

WHEREAS, Sandy Cox has been selected by the City of El Segundo as the recipient of the El Segundo Police Department’s RSVP of the Year award in recognition of the 132 plus volunteer hours she has given to the El Segundo Police Department’s Retired Senior Volunteer Program.

NOW, THEREFORE, on this 7th day of December, 2010, the Mayor and Members of the City Council of the City of El Segundo, California, hereby commend Sandy Cox for her invaluable contributions to the Retired Senior Volunteer Program, and invite all citizens in recognizing her as the El Segundo Police Department’s "RSVP of the Year."

Mayor Eric H. Busch

Council Member Bill Fisher

Council Member Don Brown

Council Member Carrack Toynes
PRESENTATIONS

d. Proclamation proclaiming December 16, 2010 as “El Segundo Day of Play” at Mattel.
AGENDA DESCRIPTION:

Consideration and possible action to adopt a resolution establishing a fine schedule for animal control violations regulated by Title 6 of the El Segundo Municipal Code. (Fiscal Impact: none)

RECOMMENDED COUNCIL ACTION:

1. Open a Public Hearing to consider establishing an animal control fine schedule;
2. Adopt a resolution establishing a fine schedule for animal control violations; and
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Exhibit A
Resolution

FISCAL IMPACT: None

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

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

BACKGROUND AND DISCUSSION:

The El Segundo Animal Control Division actively enforces regulations in Title 6 of the El Segundo Municipal Code as part of daily field operations. Violations may be filed as infractions or misdemeanor offenses and citations are issued as a means of enforcement. Currently, there is no fine/bail schedule on file with Inglewood Superior Court, which is the City’s filing courthouse for infraction dispositions. Staff recommends that the proposed fine schedule (Attached as Exhibit “A”) be adopted by way of resolution, to ensure proper disposition of cases when filed as infractions.
RESOLUTION NO. _____

A RESOLUTION ADOPTING A FINE SCHEDULE PURSUANT TO EL SEGUNDO MUNICIPAL CODE §§ 1-2-1 AND 6-1-5 FOR INFRACTION CITATIONS ISSUED FOR VIOLATIONS OF EL SEGUNDO MUNICIPAL CODE TITLE 6.

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

SECTION 1: In accordance with El Segundo Municipal Code ("ESMC") §§ 1-2-1 and 6-1-5, if a public safety officer issues an infraction citation in lieu of a misdemeanor, the City Council adopts the infraction citation fine schedule for violations for ESMC Title 6 attached as Exhibit "A," and incorporated by reference.

SECTION 2: All previous resolutions establishing fines for infraction citations for violations of ESMC Title 6 are superseded by this Resolution and, except as otherwise provided, therefore repealed. Repeal of any previous resolution, however, will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Resolution'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 Resolution.

SECTION 3: This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of __________, 2010.

[Signature]
Eric Busch, Mayor

ATTEST:

[Signature]
Cindy Mortesen, City Clerk

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

[Signature]
Karl H. Berger, Assistant City Attorney
EXHIBIT A

FINE SCHEDULE FOR ANIMAL CONTROL INFRACTION CITATIONS

Unless otherwise provided, all violations of Title 6 to the ESMC, including, without limitation, related to Animal Control, will have fines imposed as follows:

1. A fine not exceeding forty dollars ($40) for the first violation;

2. A fine not exceeding eighty dollars ($80) for a second violation of the same provision within one year;

3. A fine not exceeding one hundred and sixty dollars ($160) for each additional violation of the same provision within one year of the first violation.
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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/urgence payments for materials, supplies and services in support of City Operations

For Ratification:

A = Payroll and Employee Benefit checks

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

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

FINANCE DIRECTOR
DATE: 11/29/10

CITY MANAGER
DATE: 11/30/10

VOID CHECKS DUE TO ALIGNMENT:
N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES

N
CITY OF EL SEGUNDO  
PAYMENTS BY WIRE TRANSFER  
11/05/10 THROUGH 11/24/10

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DATE OF RATIFICATION: 12/07/10  
TOTAL PAYMENTS BY WIRE:  2,614,350.43

Certified as to the accuracy of the wire transfers by:

**Mary M. Kobus**  
Deputy City Treasurer  
11/24/10

**Deborah Sullivan**  
Director of Finance  
11/29/10

**Bee Crowe**  
City Manager  
11/30/10

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
5:00 P.M. SESSION

CALL TO ORDER – Mayor Busch at 5:00 p.m.

ROLL CALL

Mayor Busch                - Present
Mayor Pro Tem Fisher      - Present
Council Member Brann      - Present
Council Member Fuentes    - Present
Council Member Jacobson   - Absent

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 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) -1- matter

City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- potential case (no further public statement is required at this time); Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957) -1- matter
Position/Title: City Manager
CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6):  

1. Represented Group: Police Support Services Employees Association (PSSEA), City Employees Association (CEA), Firefighters Association (FFA), Police Managers Association (PMA), Police Officers Association (POA), Supervisory and Professional Employees (S&P) 
   Negotiators: Jack Wayt, Bob Hyland and Richard Kreisler

2. Unrepresented Group: Management Confidential Group 
   Negotiator: Jack Wayt

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

City Property: 2161 El Segundo Boulevard, El Segundo (Fire Station No. 2) 
City Negotiators: City Manager, Assistant City Manager 
Negotiating Party: Brian A. Sweeney 
Under Negotiation: Price and Terms (potential sale)

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, NOVEMBER 16, 2010 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Busch at 7:00 p.m.

INVOCATION – James Trabilcy, Pacific Baptist Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Bill Fisher

PRESENTATIONS

a. Mayor Busch presented a Proclamation proclaiming November 22 through December 19, 2010 as the Spark of Love Toy Drive.

b. Presentation from the Recreation & Parks Department to recognize Mattel, Inc. the event sponsor of the 2010 Holiday Tree Lighting.

ROLL CALL

Mayor Busch - Present
Mayor Pro Tem Fisher - Present
Council Member Brann - Present
Council Member Fuentes - Present
Council Member Jacobson - Absent

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.

Loretta Frye, Resident; spoke about comments she had received on the Proposition 218 protest ballot.

Peggy Tyrell, Resident; spoke regarding the Proposition 218 protest ballot.
Liz Garnholz, Resident; spoke regarding Consent Item 5, Employer's contribution to the Public Employees Medical and Hospital Care Act; Item 6, consulting services for development of a Request for Proposals for Residential Trash Collection; Item 9 and 10 regarding MOUs and side letters for employee bargaining units. She also spoke regarding the Prop 218 protest ballot.

Charles Carter, Resident; spoke regarding the Proposition 218 protest ballot and the number of units per parcel and vote.

Marc Rener, Resident; spoke regarding item number 6, consulting services; trash hauling contract and the type of bins used; the protest ballots for Proposition 218.

Charles Slazak, Resident; spoke regarding the Proposition 218 protest ballot.

Sam Pena, Republic Services; spoke regarding the current trash hauling agreement with his company.

A. PROCEDURAL MOTIONS

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

MOTION by Council Member Brann, SECOND by Council Member Fuentes to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER JACOBSON ABSENT

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)


Mayor Busch stated that this was the time and place to conduct a continued public hearing on the Ordinances to adopt the 2010 California Building Code (Volumes I and II), 2010 California Fire Code, 2010 California Electrical Code, 2010 California Plumbing Code, 2010 California Mechanical Code, 2010 California Energy Code, 2010 California Residential Code, and 2010 California Green Building Standards Code, with amendments.

City Clerk Mortesen stated that proper notice had been given in a timely manner and that no communications had been received in the City Clerk's Office.

Sam Lee, Building Official, gave a report.
MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Fisher to close the public hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER JACOBSON ABSENT.

MOTION by Council Member Brann, SECONDED by Council Member Fuentes to adopt Ordinances 1449, 1450, 1451, 1452, 1453, 1454, 1455, and 1456. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER JACOBSON ABSENT.

2. Consideration and possible action to adopt a resolution establishing a fee for Tobacco Retail Licenses. (Fiscal Impact: none)

Mayor Busch stated that this was the time and place to conduct a public hearing to adopt a resolution establishing a fee for Tobacco Retail Licenses.

City Clerk Mortesen stated that proper notice had been given in a timely manner and that no communications had been received in the City Clerk's Office.

Mitch Tavera, Police Chief, gave a report.

Marc Rener, Resident; requested the purpose of the fee and who will be paying the fee.

MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Brann to close the public hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE: 4/0. COUNCIL MEMBER JACOBSON ABSENT.

Mark Hensley, City Attorney, read by title only:

RESOLUTION NO. 4691

A RESOLUTION ESTABLISHING FEES FOR OBTAINING A TOBACCO RETAILER LICENSE IN ACCORDANCE WITH EL SEGUNDO MUNICIPAL CODE CHAPTER 5-6B.

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Fisher to adopt Resolution No. 4691 establishing fees for obtaining a tobacco retailer license in accordance with El Segundo Municipal Code Chapter 5-6B. MOTION PASSED BY THE FOLLOWING VOICE VOTE AYES: BUSCH, FISHER, BRANN, NOES: FUENTES. ABSENT: JACOBSON. 3/1/1

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.

3. Approved Warrant Numbers 2579705 to 2579905 on Register No. 3 in the total amount of $537,419.20 and Wire Transfers from 10/21/10 through 11/04/10 in the total amount of $694,854.13. Authorized staff to release. Ratified: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


5. PULLED FOR DISCUSSION BY COUNCIL MEMBER FUENTES

6. PULLED FOR DISCUSSION BY MAYOR BUSCH

7. Approved Change Orders in the amount of $48,994.39, and accepted the project for the replacement of sanitary sewer mains at various locations within the Smoky Hollow Specific Plan area of the City of El Segundo. Project No.: PW 09-09, (Fiscal Impact: $872,430.39) Authorized the City Clerk to file a Notice of Completion in the County Recorder’s Office.

8. Adopted Resolution No. 4692 establishing policies and procedures for accepting contributions, donations, gifts, bequests, and devices for public purposes. (Fiscal Impact: None)

9. PULLED FOR DISCUSSION BY COUNCIL MEMBER FUENTES

10. PULLED FOR DISCUSSION BY COUNCIL MEMBER FUENTES

MOTION by Council Member Brann, SECONDED by Council Member Fuentes to approve Consent Agenda Items 3, 4, 7, and 8. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER JACOBSON ABSENT.

CALL ITEMS FROM CONSENT AGENDA

5. Consideration and possible action to adopt annual Resolutions updating the employer’s contribution under the Public Employees’ Medical and Hospital Care Act for the El Segundo Fire Fighters’ Association, the El Segundo Police Officers’ Association, the El Segundo City Employees’ Association, the El Segundo Police Support Services Association, and the El Segundo Supervisory and Professional Employees’ Association. Fiscal Impact: $31,611.80.
MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Brann to adopt annual Resolutions updating the employer's contribution under the Public Employees' Medical and Hospital Care Act for the El Segundo Fire Fighters' Association, Resolution No. 4693, the El Segundo Police Officers' Association, Resolution No.4694, the El Segundo City Employees' Association, Resolution No. 4695, the El Segundo Police Support Services Association, Resolution No. 4696, and the El Segundo Supervisory and Professional Employees' Association, Resolution No. 4697. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER JACOBSON ABSENT.

6. Consideration and possible action to award HF & H Consultants, LLC a Professional Services Agreement, in a form approved by the City Attorney, for consulting services to aid City staff in the development of a Request for Proposals for Residential Trash Collection services, and selection and award of a new waste hauler contract to commence in August, 2011. (Fiscal Impact: $81,000.00)

Item continued to the December 7, 2010 meeting.

9. Approve a one-year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and California Teamsters Public, Professional and Medical Employees Union, Local 911, Police Support Services Employees' Bargaining Unit. (Fiscal Impact: None)

MOTION by Brann, SECONDED by Council Member Fuentes to approve a one-year Memorandum of Understanding No. 4097 (Labor Agreement) between the City of El Segundo and California Teamsters Public, Professional and Medical Employees Union, Local 911, Police Support Services Employees' Bargaining Unit. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER JACOBSON ABSENT.


MOTION by Council Member Fuentes, SECONDED by Mayor Pro Tem Fisher to approve Side Letter No. 3928A between the City of El Segundo and the El Segundo Firefighters' Association regarding salary and benefit concessions for FY 2009/2010 and FY 2010/2011 by the City of El Segundo Firefighters' Association. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER JACOBSON ABSENT.

F. NEW BUSINESS

REPORTS – CITY MANAGER - None

REPORTS – CITY ATTORNEY - None
REPORTS – CITY CLERK - City Clerk Mortesen reported on the initiative Petition filed in the City Clerk’s Office on November 11, 2010.

REPORTS – CITY TREASURER- Wished everyone a happy Thanksgiving.

REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes – spoke regarding the Hyperion meeting she attended.

Council Member Brann – None

Council Member Jacobson – Absent

Mayor Pro Tem Fisher – Briefly reviewed the events of the past two years and the concessions the City has made regarding the economy, and budget saving measures.

Mayor Busch – Spoke regarding the RSI program and the reduction in the number of homes eligible for insulation. Stated that the FAA was trying to find a solution for El Segundo. Spoke regarding the “Salute to El Segundo” Chamber Mixer at Mattel last month, and the citizen of the year Dr. Bill Watkins.

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Loretta Frye, Resident; spoke regarding lock boxes on homes for seniors, and possibility of seniors being targeted and identified by the lock boxes; spoke regarding communications with the council and paperless government.

Peggy Tyrell, Resident; spoke regarding the representatives from our current trash hauler and their contract, and the use of consultant contracts.

Liz Garnholz, Resident; spoke regarding our current trash haulers, and also Fire personnel contract and service. She also spoke about layoffs, and transferred employees.

Marc Rener, Resident; spoke regarding the employee cutbacks and the reductions.

MEMORIALS – None

CLOSED SESSION - None
ADJOURNMENT at 9:02 pm.

Cindy Mortesen, City Clerk
AGENDA DESCRIPTION:
Consideration and possible action regarding awarding a contract extension to The Jones Payne Group (JPG) for Design and Testing Services related to the Residential Sound Insulation (RSI) Program.
(Fiscal impact: $90,000 — Non-General Fund)

RECOMMENDED COUNCIL ACTION:
1. Award a contract extension to The Jones Payne Group;
2. Authorize the City Manager to execute a contract extension in a form approved by the City Attorney; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Proposal submitted by The Jones Payne Group

FISCAL IMPACT: Budget Adjustment Required

Amount Budgeted: $945,220
Additional Appropriation: No
Account Number(s): 116-400-0000-6214

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 September 15, 2009, the City Council awarded a contract to The Jones Payne Group (JPG) for Design and Testing Services related to the Residential Sound Insulation (RSI) Program. The contract anticipated providing completed designs for 200 homes participating in the RSI Program, however due to communications with the Federal Aviation Administration (FAA) regarding where FAA funding can be expended, the City has only directed JPG to begin design work for 141 homes.

The current proposal has been submitted at City staff’s request, and is based on providing architectural and engineering services to assist the City in making needed revisions to specifications and standard details. Such revisions are needed to address repeated and foreseeable change orders during construction that the City has experienced in recent years, and help alleviate growing frustrations amongst general contractors bidding on RSI projects. The changes will also enable City staff to complete revisions to designs received to date from the City’s other design consultant more effectively so that associated projects (or “Groups”) can be advertised for construction bids in the near future.

The proposal is for The Jones Payne Group to provided the requested services on a time and materials basis, not to exceed $90,000, and would not increase the total value of the City’s
existing contract with the Jones Payne Group. Based on its current contract design fee of $4,726 per home, allocation of $90,000 of the contract value towards these new services would reduce the number of completed designs that could be provided under the contract by up to twenty (20). As services are provided on a time and materials basis, if required revisions are completed without expending the full $90,000, the unused balance would remain eligible for originally described design services under the contract.

In early 2011, staff intends to issue a Request for Qualifications (RFQ) for future design services. Construction related to those designs would begin in 2012.

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.”)
November 4, 2010

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

RE: Fee to Revise Specifications/Details/Drawings
Residential Sound Insulation Program

Dear James,

The Jones Payne Group is pleased to submit the attached Scope of Work and hourly rates to provide architectural and engineering services to revise specifications, details and drawing revisions to an estimated 110 homeowner document drawings for the City of El Segundo’s Residential Sound Insulation Program.

The scope of work shall be completed on a Time and Materials basis with a fee Not to Exceed $90,000 plus reimbursables. All invoices shall be supported by spreadsheets, time cards and/or reimbursable receipts.

Should you have any questions, please feel free to contact me.

Very Truly Yours,
The Jones Payne Group, Inc.

Joe Chaíres, AIA
Associate

cc: J. Hansen, JPG
    K. Jean, JPG
    J. Coolidge, JPG

Attachments:
    Scope of Services
    Compensation-Project Team
SCOPE OF SERVICES

The following proposed Scope of Services has been prepared for the revisions to specifications, details and applicable/previously designed homeowner documents Services for the City of El Segundo’s Residential Sound Insulation Program. Detailed hourly fee is noted, which is not to exceed $90,000 plus reimbursables is provided for the following service categories:

04000. Architectural & Engineering Services

Scope of work to focus of the refinement/development of program standard specifications, details and drawing formats.

04000 - ARCHITECTURE & ENGINEERING SERVICES

TASK 04001 NOT USED

TASK 04002 NOT USED

TASK 04002A PREPARE MASTER DETAIL SET

The Consultant will review and update Construction Details for the program to cover the array of program treatments.

TASK 04002B PREPARE MASTER SPECIFICATION SET

The Consultant will review and update Project Technical Specifications for the program to cover the array of program treatments.

The Consultant will also review and update special provisions that will serve as supplemental conditions to the general contract that relate specifically to RSIP Programs and the Project. These include guidelines for work in private residences, work hours, acoustical performance goals, furniture moving, daily clean up, etc.

TASK 04002C PREPARE MASTER DRAWING TEMPLATE

The Consultant will review and update program drawing template to cover array of program treatments and to coordinate more effectively between specifications, details, mechanical and electrical drawings, based on detail and specification modifications to 110 units.

END OF SECTION
## FEE # 1 - REVISE MASTER DOCUMENTS: SPECS/DETAILS/DWGS

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AGENDA DESCRIPTION:
Consideration and possible action regarding a request from the Young America Parent Committee to waive the banner fees per El Segundo Municipal Code section 8-8-7 D1 (Fiscal Impact: $178.00)

RECOMMENDED COUNCIL ACTION:
1. Approve the request to waive the user fees per El Segundo Municipal Code Section 8-8-7 D1.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Letter from the Young America Parent Committee requesting waiver

FISCAL IMPACT: Budget Adjustment Required
Amount Requested: $178.00 (requesting to be waived)
Additional Appropriation: No
Account Number(s):

ORIGINATED BY: Maryam M. Jonas, Principal Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
The City of El Segundo has been approached by Ms. Michele Leach, Young America Parent Committee (YA), requesting a fee waiver for the use of City banner poles on Main Street in front of the El Segundo High School. The YA banner, announcing the Young Americans Musical Outreach Tour, January 7th thru January 10, 2011 at El Segundo High School, would be hung starting the week of December 27.

The Young American committee offers scholarship to children who can not afford the workshop fee. Because each dollar generated by the program is returned back into the program, the committee is able to offer this opportunity to El Segundo students more frequently. Last year the Young American was able to offer 20 scholarships.

Fees proposed to be waived equal $178.00 annually.
Michele Leach  
Young Americans  
307 E. Walnut Ave.  
El Segundo, CA 90245  

November 16, 2010

Dear Honorable Mayor Bush and Counsel Members:

We are thrilled to once again offer students of El Segundo Unified School District the opportunity to participate in the Young Americans Musical Outreach Tour, January 7th thru January 10th, 2011.

The Young Americans is a World Renowned Musical Outreach program that holds workshops for 4th – 12th grade students that focus on vocals, dance, musical theater, stage, sound and overall performance. The workshops begin with 3-days of intensive theater training and culminates in two extraordinary performances.

As you know, this is a very special community event where over 350 students from four different schools come together and celebrate their love for the arts. We have over 50 local volunteers who work hard behind the scenes, donating their time and money to provide this enriching event for the children.

Due to the construction at our high school auditorium, this year will be holding the workshops and performances at Westchester High School, at no charge. This generous offer from our neighbors allows us to continue to put all of the registration money back into the program. We continue to offer scholarship to deserving students and families of El Segundo. No child, who meets the application deadline and requirements, will be denied acceptance due to financial constraints.

As a non-profit organization, we are requesting the city waive the banner-hanging fee of $178.00. This request has been gratefully granted in past years and we would like to propose that request be considered for approval on an ongoing basis.

Thank you for your consideration.

Michele Leach  
Young Americans Committee
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of a one-year Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo City Employees Association. (Fiscal Impact: Estimated Savings FY 2010/2011 of $396,259)

RECOMMENDED COUNCIL ACTION:
1. Adopt the Resolution approving the Memorandum of Understanding.
2. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution
2. Memorandum of Understanding – Exhibit “A”

FISCAL IMPACT:
Total Fiscal Impact: Estimated Savings FY 2010/2011 of $396,259

Amount Budgeted:
Additional Appropriation: None
Account Number(s):

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

BACKGROUND AND DISCUSSION
Staff and representatives of the El Segundo City Employees Association met and conferred pursuant to Sections 3500 et. seq. of the California Government Code, for the purposes of obtaining a labor agreement. Agreement was reached on November 23, 2010.

The Agreement contains the following major provisions:

1. Term – October 1, 2010 – September 30, 2011

2. During the term of this Agreement, the Association agrees to have their compensation reduced by working a 36-hour weekly work schedule commencing with the pay period beginning January 1, 2011 and ending on October 7, 2011. This equates to one hundred sixty (160) furlough hours per each full-time employee. Part-time members will have their hours reduced by a proportionate amount. The City shall determine by January 15, 2011 the precise furlough-funded salary concession required based on cost savings achieved through voluntary retirements. The City will determine how many additional furlough hours are required to achieve the necessary cost savings.
3. Modification of Article 1.14, Layoff Procedure, to eliminate the ability for an employee to “bump” incumbents in lower classifications within the same occupational family. A laid off employee will be permitted to “bump” non-benefited temporary or part-time employees if the classification is in the unit and the City determines the laid off employee is qualified for the temporary or part-time position.

Article 1.14 was further modified to include language guaranteeing no layoffs will occur during Fiscal Year 2010/2011 unless at any time during the Fiscal Year general fund revenues fall 10% below the adopted budget as to any quarter in the Fiscal Year.

4. Clean-up language includes the following:
   a. Definition of “seniority” clarified to mean “full-time employment in any classification in the City of El Segundo”.
   b. Clarification of PERS-defined Los Angeles Region to include “Los Angeles, San Bernardino, and Ventura Counties”.
RESOLUTION NO.__________

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA AND THE EL SEGUNDO CITY EMPLOYEES ASSOCIATION BARGAINING UNIT.

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

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

Section 2: Staff is authorized to implement all terms and conditions of the Memorandum of Understanding 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 the adoption of this Resolution; record this Resolution in the book of the City’s original resolutions, and make a minute of this adoption of the Resolution in the City Council’s records and the minutes of this meeting.

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

PASSED AND ADOPTED this 7th day of December, 2010.

________________________________________
Eric K. Busch,
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 7th day of December, 2010, 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 __________, 2010.

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
EXHIBIT A

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EL SEGUNDO
AND
EL SEGUNDO CITY EMPLOYEES ASSOCIATION

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF EL SEGUNDO  
AND  
EL SEGUNDO CITY EMPLOYEES ASSOCIATION  

ARTICLE 1 - GENERAL PROVISIONS  

Article 1.01  Preamble  

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into between the EL SEGUNDO CITY EMPLOYEES ASSOCIATION, hereinafter referred to as "Association", and the management representatives of the El Segundo City Council, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et. seq.  

Article 1.02  Conclusions and Term of Agreement  

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and the benefits contained herein are given in consideration for the various provisions contained herein which may be a change in the prior employment practices of the City. Further, it is mutually agreed that this MOU shall commence on October 1, 2010 and be effective through and including September 30, 2011.  

This MOU contains all of the covenants, stipulations and provisions agreed upon by the parties relating to employee wages, hours and other terms and conditions of employment. Therefore, for the life of this agreement, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issue which is covered by this Agreement. Except as set forth above, nothing herein shall be construed as a waiver of the parties' rights to negotiate matters within the scope of bargaining.  

Notwithstanding any provisions of this MOU, the City can meet and consult with the Association on the City's Personnel Rules and Regulations which are within the scope of representation  

Article 1.03  Implementation of Agreement  

This MOU shall be jointly presented to the El Segundo City Council for implementation along with all the ordinances, resolutions and such other additional actions as may be necessary to implement the provisions of this MOU. If the City Council fails to adopt the necessary ordinances and resolutions to implement the provisions of this MOU, the parties agree to meet and confer.
Article 1.04  **Recognition**

The City hereby confirms its recognition of the Association as the exclusive representative of employees in the general employees representation unit, and agrees to meet and confer with the Association on all matters relating to the scope of representation pertaining to the said employees as authorized by the law. The appropriate unit represented by the Association is generally described as all full time permanent and part-time permanent non-safety employees in the City's "classified service," except Police Assistant I/II, Police Service Officer I/II, Supervising Dispatcher, Communication Dispatcher I/II and those classes defined as management/confidential or supervisory/professional. This recognition of the Association shall not be subject to challenge except as provided under the provisions of the City's Employer-Employee Organization Relations Resolution #3208. [This list of classes within the bargaining unit is attached to this MOU as Appendix A.]

Article 1.05  **Management Rights**

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

The management and direction of the work force of the City is vested exclusively in the City and nothing in this MOU is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City, discipline employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out, including the right to contract or subcontract any services performed by the City and require overtime work by City employees.

Article 1.06  **Association Membership**

The City agrees to:

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

Article 1.07  **Organizational Security**

Upon approval of this Agreement by the El Segundo City Council, all unit employees who voluntarily became members of the Association and those unit employees who
voluntarily become members of the Association during the term of this agreement shall remain members until the expiration of the agreement. Notwithstanding the above, employees may terminate their Association membership within forty-five (45) calendar days prior to the agreement expiration date. Effective June 12, 2001, a Letter of Agreement between the El Segundo City Employees Association and the City of El Segundo regarding implementation of Agency Shop provisions was signed by representatives of the City and the Association. That Letter of Agreement is hereby incorporated by reference into this Agreement. The Association shall indemnify, defend and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City’s compliance with the agency fee obligation, including claims relating to the Association’s use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City’s compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

Article 1.08  Savings

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

Article 1.09  No-Strike

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

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

Article 1.10  Non-Discrimination

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

The City and the Association agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations and shall act affirmatively to accomplish equal employment opportunities for all employees. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of the Federal or State agency or court of competent jurisdiction requiring a modification or change in any
provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

Article 1.11 Steward's Time

Upon timely request and for suitable reasons, the City Manager may authorize release of the Association President or his/her authorized representative from normal duties to assist in personnel matters involving Association members.

Article 1.12 Association Administrative Time

Association officers and board members will be allowed up to a total of 72 hours as a group per year of administrative leave to attend Association and labor relations seminars. All or part of these hours may be used for other conferences or seminars with the approval of the City Manager.

Article 1.13 Grievance Procedure

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

1. DEFINITION OF TERMS
   
   A. Grievance - A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of this MOU. A grievance is distinct from an appeal of discipline which is covered by the Personnel Rules and Regulations (Rule 15 and 16).
   
   B. Grievant - A grievant is an employee or group of employees adversely affected by an act of omission of the agency.
   
   b. Steps within the Grievance Procedures will be completed within (10) ten working days.

   C. Day - A day is a working day.

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

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

   B. Calculation of Time Limits - Time limits for the appeal provided at each level shall begin the day following receipt of a written decision or appeal by the parties.
C. **Failure to Meet Timeliness** - Failure at any level of this procedure to communicate the decision on a grievance by the City within the specified time limits shall permit lodging an appeal at the next level of the procedure within the time allotted had the decision been given. If the grievance is not processed by the grievant or grievant in accordance with the time limits, the decision last made by the City shall be deemed final.

3. **PROCEDURE**

Grievances will be processed following the procedures set forth below.

A. **Level I** - Within ten (10) days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within ten (10) days.

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

**Procedure for Filing a Grievance**

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

a. The specific section of the Memorandum of Understanding, departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.

b. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.

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

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

e. The remedy requested.

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

D. Level IV - If the grievance is not resolved by the department head, the grievant may present the grievance in writing to the City Manager within ten (10) days. The City Manager or designee will conduct an informal hearing and render a decision. Each party shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

4. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE

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

B. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews. An employee may however, challenge the content of an evaluation by filing an appeal to his/her department head. In the event that an employee is directly supervised by a department head, the employee may challenge the content of the evaluation by filing an appeal to another department heard, who has been agreed upon by the employee and his/her supervisor (department head). In either event, the department head’s determination shall be final, and thus no further appeals will be permitted.

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

D. The procedure is not intended to be used in cases of reduction in pay, demotion, suspensions or a termination which are subject to the formal appeal process outlined in Ordinance 586 and the Personnel Rules and Regulations.

5. CONFERENCES

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

6. WRITTEN MATERIAL

Copies of written material which may be used for disciplinary purposes shall be provided to the employee prior to placement in their official personnel file. The employee shall have the right to rebut any such document and have the rebuttal attached to the document prior to it becoming a permanent part of the employee’s personnel file.
1. **Grounds for Layoff** - Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce because of a lack of funds, lack of work or reorganization, an employee may be laid off, reduced in classification or displaced by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his designee. Such action shall not entitle the laid off, reduced or displaced employee to a right of appeal. The City Manager shall recommend to the City Council each classification to be affected by any such change.

2. **Notice to Employees** - The City shall notify the Association thirty (30) days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact. An employee filling a full time position shall be given fourteen (14) calendar days prior notice of lay off. Employees transferred, reduced or displaced shall be given five (5) calendar days notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

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

4. **Procedures for Layoff** - A permanent employee in a classification affected by a reduction in force shall be laid off based on seniority in City service, that is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc. Seniority shall be determined by hire date. Seniority shall mean full-time employment in any classification in the City of El Segundo.

5. **Breaking Ties** - In cases where two or more employees have the same date of hire (i.e. equal seniority), retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years in a classification, provided the last rating had been filed at least thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Unsatisfactory&quot; Rating</td>
<td>0</td>
</tr>
<tr>
<td>&quot;Improvement needed&quot; Rating</td>
<td>6</td>
</tr>
<tr>
<td>&quot;Satisfactory&quot; Rating</td>
<td>12</td>
</tr>
<tr>
<td>&quot;Exceeds expectations&quot; Rating</td>
<td>18</td>
</tr>
<tr>
<td>&quot;Outstanding&quot; Rating</td>
<td>24</td>
</tr>
</tbody>
</table>
In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have a sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

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

7. **Displacement Rights** - An employee designated for layoff as a result of abolition of a position or classification may displace ("bump") an employee in a lower classification in which the employee has prior service, provided the laid off has greater seniority than the employee in the lower classification. Full-time members of the unit who are laid off will be permitted to bump non-benefited temporary and part-time employees if a) the classification is in the unit and b) the City determines that the laid off employee is qualified for the temporary or part-time position. In such cases, the full-time employee who has been laid off will assume temporary or part-time status.

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

8. **Salary Placement** - An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification which is closest to the compensation of the employee in the previous classification, but in no case higher, and the employee will be assigned a new salary anniversary date on the effective date of the appointment. The employee shall, however, retain seniority while his/her name remains on reemployment list or lists.

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

10. **Rights on Re-Employment** - If a person is reemployed by the City within three years, the employee’s seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of lay off. Upon reemployment, employees will be placed on the same salary step held at the time of lay off.

11. The City agrees to guarantee no layoffs will occur during Fiscal Year 2010-2011 unless at any time during the Fiscal Year general fund revenues fall ten percent (10%) below the adopted budget as to any quarter in the Fiscal Year.

Article 1.15 **Personnel Policies**

1. **Overtime Distribution** - The City shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit. Such overtime work shall to the extent possible be assigned on the basis of volunteers. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

2. **Good Friday** - Employees shall be entitled to use vacation time for leaves with pay on Good Friday provided such absences are scheduled and approved by the City.

**ARTICLE 2 - SALARIES AND BENEFITS**

**Article 2.01 Salary Increase**

1. Effective on September 29, 2007 the base salary set forth within each step of the salary ranges set forth in the City’s Salary Table (Attachment A hereto) shall be increased by 7.75%.

2. Effective the pay period including October 1, 2008 the base salary within each step of the salary ranges shall be increased by a cost-of-living adjustment (COLA) based on a minimum increase of 3% and a maximum increase of 6%. The COLA will be based on the monthly average Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange
County geographic area for the twelve month period from September, 2007 to August, 2008.

3. 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 minimum increase of 3% and a maximum increase of 6%. The COLA will be based on the average Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area for the twelve month period from September, 2008 to August, 2009.

4. Compensation Reduction – In lieu of a salary reduction, full-time employees will have their compensation reduced by working “4/9’s”, i.e. 36 hours a week, commencing with the pay period beginning January 1, 2011, and ending on October 7, 2011. Part-time members of the unit will have their hours cut by a proportionate amount. A determination as to the precise furlough-funded salary concession required (between 7 to 10% of total compensation) for all bargaining units shall be determined by the City by January 15, 2011, based on the cost savings achieved through voluntary retirements. The City will determine how many additional hours, up to a maximum of 48 additional hours for full-time employees, and a pro-rata amount for part-time employees (depending on their regularly scheduled hours), each employee must be furloughed to achieve the necessary cost savings.

Beginning the pay period of October 8, 2011, full-time employees will revert to a 40 hour/week schedule by working “4/10’s” (four days a week for 10 hours a day).

The applicable Department Head or his or her designee shall determine in their discretion which days will be an employee’s furlough day(s) as well as which hours to cut from each part-time employee’s schedule.

Article 2.02  **Overtime/Compensatory Time**

1. **Overtime Calculation** - An employee who is required to work more than forty (40) hours during any given work week shall be compensated at the rate of one and one-half times his/her regular rate of pay. The City, for purposes of calculating overtime pay, will include holiday, compensatory time and pre-approved vacation leave as time worked. Sick leave will not be considered as time worked for purposes of determining eligibility for overtime pay.

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

A. The employee can maintain up to eighty (80) hours of accrued compensatory overtime at any one time, and carry over unused time from year to year.
B. The employee may use compensatory time in conjunction with normal vacation time with prior approval of their Department Head.

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

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

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

**Article 2.03 Family Emergency Care Sick Leave Utilization**

The City shall comply with the Federal and State regulations of the Family and Medical Leave Act. Affected employees shall be entitled to utilize six (6) days of accumulated sick leave per calendar year for providing immediate family medical necessity-related care. "Immediate family" shall be defined as including children, parents, siblings, grandparents of the employee, the employee's spouse, domestic partner or significant other. Utilization of said sick leave shall be contingent upon the employee making application for sick leave use and providing his/her department head with documentation evidencing that the sick leave is to be distributed because of an immediate family member receiving medical attention by any type of health care provider.

**Article 2.04 Uniform Allowance and Replacement**

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

A. Police Cadet, Crime Scene Investigator I/II and Fire Prevention Specialist - $240 per year or equivalent per month of active duty.

B. Newly appointed Police Cadets shall be provided with a uniform advance of $110 and $75, respectively, at the time of appointment.

C. The City reserves the right to provide uniforms in lieu of the allowances provided for herein. Affected employees occupying the classifications of Police Cadet, Crime Scene Investigator I/II and all Fire Prevention Specialist classifications shall have unserviceable uniforms replaced by the City by means of the replacement policies and procedures applicable to sworn uniformed City police personnel. Said replacement policy shall be in addition to any uniform maintenance allowance paid to affected employees.

The City shall provide rain gear for Building Inspectors I/II and shall additionally provide safety shoes in an amount not to exceed $100.00 (pre-tax) per 12-month period for those individuals required by the City to wear safety shoes. The City shall contract with
a vendor for provision of said safety shoes and the affected employees shall be required
to obtain the shoes from said vendor unless it can be demonstrated to the satisfaction of
the employee's department head that the vendor does not have footwear which is
usable by the employee. Upon receipt of written authorization from the department
head to do so, the employee may in such case purchase safety shoes at a location of
his/her choice, subject to the maximum $100.00 pre-tax City contribution. Requests for
an additional shoe allowance when such individuals have worn or damaged safety
shoes shall not be unreasonably denied. If denied, the reason for such denial shall be
provided in writing to the employee.

Employees occupying the following classifications shall have uniforms and shoes
provided:

All Maintenance Worker I/II and Leadworker Classifications
Custodian
Meter Reader/Repairer
Facilities Systems Mechanic
Tree Maintenance Worker
Building Inspector I/II
Equipment Mechanic I/II
Maintenance Craftworker
Senior Park Maintenance Worker

Article 2.05  Wellness Program

The parties shall create during the term of this Agreement a joint labor-management
"wellness committee", the purpose of which shall be to inform and educate unit
members as to manners in which individual lifestyles can be adjusted to promote health
and fitness. Any and all recommendations of the committee shall be advisory only and
the composition of the committee shall be as agreed upon by the parties in accord with
future organizational meetings to be coordinated by representatives of management
and labor.

Article 2.06  Employee Group Insurance Programs

1. Medical

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

B. Effective January 1, 2005, the City's contribution for medical and
mental health insurance will be equal to the premium cost of full
family coverage for the average of the HMO's available to all PERS
covered employees in Los Angeles County or $807/month,
whichever is higher. (This amount will be known as the "2005
formula"). Effective January 1, 2006, the City shall pay for 80% of
the increased premium which exceeds the formula set forth above.
Employees shall be responsible for the remaining 20%. (For
example, if the premium increase for the average cost of the HMO
plans increases by 10% over the anticipated 2005 average
premium of $757.29/month (i.e., an increase of $75.73/month to $833.02/month), the City would pay up to $827.82/month ($807 plus 80% of the increase above $807) and the employee would pay the remaining $5.20/month).

Effective January 1, 2007, the City's maximum contribution shall be the 2005 formula, the 80% contribution for 2006, plus 80% of the increased premium which exceeds the 2005 contribution. (For example, if the premium increase for the average cost of the HMO plans increases by another 10% over the hypothetical 2005 rate of $833.02/month (i.e., an increase of $83.30/month to $916.32/month), the City would pay up to $894.46/month ($807 + $20.82 + $66.84) and the employee would pay the remaining $21.86/month.

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

C. Effective January 1, 2009, and thereafter, the City's contribution towards medical and mental health insurance will be determined by the average of the Kaiser and Blue Shield HMO family coverage rate (or for the average of the HMO's available to all PERS covered employees in the Los Angeles Area Region consisting of Los Angeles, San Bernardino and Ventura Counties). Any increase in medical costs based on this average, above the rate in effect on January 1, 2008 ($926.20), will be shared 50% by the City and 50% by the employee.

D. Effective upon City participation in the Public Employees' Medical and Hospital Care Program the City will initiate a future retiree health insurance contribution program for retirees who participate in the Public Employees' Medical and Hospital Care Program. The program will provide for the following maximum contributions:

<table>
<thead>
<tr>
<th>Year of Retirement</th>
<th>Amount of Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991</td>
<td>* $16.00</td>
</tr>
<tr>
<td>1992</td>
<td>* 25% of City Contribution made for employee with coverage which is the same as that of the retiree.</td>
</tr>
<tr>
<td>1993</td>
<td>* 50% &quot;</td>
</tr>
<tr>
<td>1994</td>
<td>* 75% &quot;</td>
</tr>
<tr>
<td>1995</td>
<td>* 100% &quot;</td>
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</tbody>
</table>

*Should the contribution listed be less than $75.00 the retiree shall
receive $75.00.

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

E. Alternative Medical Plans - During the term of this agreement, the City may reopen the contract in order to consider alternatives to the PERS medical plans. 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 plans, including portability (i.e., benefits for retirees)). There will be no change in insurance plans prior to January 2006 without agreement of the parties.

F. Effective October 1, 2007, the maximum future City contribution for medical insurance, for both active employees and retirees, shall be $1600 per month.

2. Dental

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

3. Optical

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

Article 2.07 Retirement

1. The City shall provide as deferred compensation a set dollar amount to be paid toward the employee's contribution to the Public Employees' Retirement System. The dollar amount to be paid as deferred compensation for the term of this agreement shall be an amount equal to seven percent (7%) of the sum of the total earnings less than $133.33 per month. Total earnings less deferred pay equals base pay. The City agrees to pay on behalf of the employees covered under this agreement the member contribution on shift differential, uniform allowance and uniform replacement when such benefits are includable as additional compensation for PERS purposes.

2. Effective January 1, 1992 the City's contract with the California Public Employees' Retirement System was amended to add Section 20024.2, One-Year Final Compensation.
3. The City has amended its contract with the Public Employees' Retirement System (PERS) to provide eligible employees with the benefits of the 2% at age 55 (Modified) retirement plan in accordance with Government Code Section 21354.

4. During the term of this MOU the parties will establish a committee to explore the feasibility of adopting the 2.7% at 55 retirement benefit. The committee will report any findings/recommendations to the parties so that they may use the information in time for negotiations on a successor MOU.

5. The City will take all of the necessary administrative steps, as expeditiously as possible, to amend the contract between the Board of Administration, California Public Employees' Retirement System and the City Council, City of El Segundo to provide the Section 21548, "Pre-Retirement Optional Settlement 2 Death Benefit" for bargaining unit members (local miscellaneous members).

Article 2.08 **Differential Pay**

1. **Shift Differential** – Employees shall be entitled to shift differential pay of ninety cents ($0.90) per hour for the total number of hours worked during their scheduled shift when a minimum of four (4) hours of an employee’s scheduled shift occurs between the hours of 5:00 p.m. and 6:00 a.m. Employees who work overtime shall not be entitled to shift differential pay for hours in which they receive overtime pay.

Article 2.09 **Computer Purchase Program**

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

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

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

4. The City's determination in this regard is not subject to administrative or judicial appeal. Loans shall be repaid through payroll deductions over a three year period. Outstanding loan balances must be paid off at the time
an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee's final check.

5. The City would retain title, as security, to any equipment purchased with funds from the above described loans, until such time as the loan is fully paid off. The City is to be notified of any exchange or updating of equipment.

Article 2.10 Sick Leave

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

2. Sick Leave Payment Upon Separation - Affected employees having a minimum of 5 years of service will be paid for 50% of their unused sick leave upon death or termination. Employees shall receive 100% of their unused sick leave upon a service or disability retirement.

3. Sick Leave - Payment of One-Half of Accrual - On the first day of December of each year, employees who maintain a balance of 600 hours of sick leave accrual shall be paid for (100%) of sick leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10th.

4. Sick Leave Accrued - Payment on Termination Prior to December 1st - Employees who terminate prior to the first day of December while maintaining a balance of more than 600 hours of sick leave shall also be paid seventy percent (70%) of their unused accrued sick leave accumulated since the preceding December 1st.

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

In addition to the above, effective January 1, 2001, after an employee has
used seventy-two (72) hours or more of sick leave during the employee’s 12-month annual performance evaluation period, the employee’s department head may require, for each sick leave absence thereafter during the year, that the employee provide a statement from a doctor verifying that the employee was under a doctor’s care during the absence and that the employee is now able to return to work. In accordance with Labor Code Section 234 use of family sick leave will not be included when determining whether an employee has exceeded the 72 hour threshold set forth above.

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

**Article 2.11 Flexible Spending Account**

The City will implement a Flexible Spending Account pursuant to the terms and conditions of this plan no later than January 31, 1989.

**Article 2.12 Bereavement Leave/Emergency Leave**

1. **Bereavement Leave** - Employees shall be entitled to three (3) days of bereavement leave with pay per incident which shall be increased to one work week 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 the use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee's spouse or significant other.

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

**Article 2.13 Step Advancement**

1. **Step Advancement Basic Salary Schedule** - The advancement of a new employee from Step A shall be on the new employee’s anniversary date which is established as the day immediately following satisfactory completion of his or her first six months’ service; Steps B, C, and D contemplate one year’s service in each of such classification subject to the limitation of Section 6 below and the advancements therefrom shall be on the anniversary date of the employee; Step E contemplates continued service in such classification until further advancement is indicated by reason of longevity.
Notwithstanding the above, a supervisor may recommend to the department head that an employee receive an accelerated advancement of part or all of the next salary step B, C, D, or E (excluding Longevity Pay), based on exemplary job performance. If the department head concurs, he/she shall submit a written report on the prescribed form to the Director of Human Resources citing specific examples of work performed by the employee that consistently exceeds expectations and warrants approval of part or all of the next salary step prior to the employee's anniversary date. The Director of Human Resources shall submit the request along with a recommendation for action by the City Manager. Recommended accelerated salary increases shall be in whole percentages ranging from 1-5%. An employee may receive more than one salary step advancement, but in most cases the total granted shall not exceed 5% in a twelve (12) month period. The accelerated salary advancement(s) shall not change the affected employee's anniversary date. In no case shall an employee receive compensation that exceeds the E-step of their respective salary range.

2. **Class Series Classifications** - Notwithstanding the provisions of Section 1, the following classes:

   Accounts Specialist I/II  
   Building Inspector I/II  
   Crime Scene Investigator I/II  
   Equipment Mechanic I/II  
   Library Clerk I/II  
   License Permit Specialist I/II  
   Office Specialist I/II  
   Park Maintenance Worker I/II  
   Public Works Inspector I/II  
   Street Maintenance Worker I/II  
   Wastewater Maintenance Worker I/II  
   Water Maintenance Worker I/II

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

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

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

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

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

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

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

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

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

4. **Step Advancement - Anniversary Date** - An employee advanced from any range to another range of the Basic Salary Schedule shall receive a new anniversary date which is the date of the change. If the employees anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the effective date falls on the second week of the pay period, the effective date of the increase will be the first day of the following pay period. Other changes in salary, unless specifically directed by the Council or as provided in Section 6 shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System Ordinance or the Personnel Rules and Regulations. The City Council reserves the right, at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee, subject to meet and confer with the Association. Notwithstanding the above, an employee in a classification under Section 2 shall not be assigned a new anniversary date when he/she is advanced from Level I to Level II in that same classification.

5. **Increases on Merit - Basic Salary Schedule** - An employee shall be eligible for advancement to a higher step on the basis of service time as described in Section 1 and satisfactory performance of duties. An employee will be presumed to merit an increase unless his or her Department Head, with the concurrence of the Director of Human Resources, notifies the employee in writing no later than the end of the pay period which begins after said employee's anniversary date that the increase should be withheld, stating reasons. The reasons shall be provided to the employee in writing. If the employee's performance subsequently improves to a satisfactory level, the step increase will be granted and the date of increase will become the employee's anniversary date.

Article 2.14 **Minimum Service with City of El Segundo to Receive Pay for a Designated Percentage of Accumulated Sick Leave**

Employees who retire must have been employed for a minimum of five (5) years with the City of El Segundo in a classification covered by this Agreement in order to receive pay for unused sick leave balance.

Article 2.15 **Workers' Compensation Provisions**
Permanent employees who are members of the Public Employees' Retirement System and who receive injuries that are compensable under the California Workers' Compensation Laws (other than those to whom the provisions of Section 4850 of the Labor Code apply) shall be entitled to receive:

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

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

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

Article 2.16 **Holidays**

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

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

Effective January 1, 2008 the total holiday leave hours for the holidays enumerated above and the employee's floating holiday shall be increased from 96 to 104.

In the event any of the above Holidays falls on the first day an employee is
regularly scheduled to be off duty, the Holiday shall be observed on the previous working day. If the Holiday falls on the second day an employee is regularly scheduled to be off duty, the Holiday shall be observed on the following work day.

2. **Holiday Pay** - If an employee is required to work upon a City Holiday, he or she shall be entitled to time and one-half for such work in addition to the straight time holiday pay of nine (9) hours during the period January 1, 2011 through October 7, 2011 inclusive.

3. **Personal Leave/Floating Holiday** - In addition to the holidays enumerated in Article 2.18, each employee who has completed six months of service shall be entitled to select one day per calendar year as a Personal Leave Day/Floating Holiday with the approval of the employee’s supervisor after a minimum of seven days prior notice.

**Article 2.17 Life Insurance**

The City will provide a $30,000 Life Insurance policy for each employee.

**Article 2.18 Vacation**

Employees shall receive either:

**ORIGINAL ACCRUAL SCHEDULE**

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

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

3. Twenty-two working days per year with full salary after fourteen years of continuous service.

**OR**

**ALTERNATIVE ACCRUAL SCHEDULE**

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

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

3. Eighteen days per year upon commencement of the eleventh year of service through and including completion of the fifteenth year of service.
4. Twenty-two days per year upon commencement of the sixteenth year of service and for all years of service thereafter.

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

For this article, the term "day" shall be the equivalent of eight hours. Vacation time shall accrue on a monthly basis. Vacation leaves may be taken only after an employee has completed six month’s continuous service (although still on probation).

Article 2.19  Vacation Time Accumulation and Sale

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

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

Article 2.20  Vacation Time Accrual - For Temporary Industrial Disability

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

Article 2.21  Long Term Disability Plan

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

Article 2.22  Direct Deposit

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

Article 2.23  Promotional Examinations
For the purpose of interpreting Section 1-6-9 (B) of the El Segundo Municipal Code, entitled "Examinations", the City agrees that a sufficient number shall be three (3) eligible, quantified applicants who have indicated an interest in a particular promotion in writing to the Director of Human Resources. Examinations may be specified by the Personnel Officer, as promotional only, as open only, or as both open and promotional.

Article 2.24 **Standby Duty**

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

   A. Be ready to respond immediately.

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

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

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

   E. Respond to any call back during the assigned standby duty.

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

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

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

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

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

Article 2.25 Educational Incentive Pay

Eligible employees shall be entitled to receive educational incentive pay. The educational incentive shall be equal to five percent (5%) of the employee’s base salary and shall be paid at the same times and in the same manner as base salary. Educational incentive pay is not reported as compensation to PERS. Eligibility for educational incentive pay is limited to those employees who (a) are working in a job classification that does not require a bachelor’s degree or higher degree to qualify for the classification, (b) were awarded a bachelor’s degree on or after October 15, 2000, and (c) were awarded such degree 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, prior to admission of the specific employee into that major. Bachelor degrees awarded prior to October 15, 2000 cannot be used to fulfill the requirements above.

Article 2.26 Longevity Pay

Effective October 1, 2005, employees shall be entitled to the following longevity pay based on years of service with the City of El Segundo:

a. Completion of 5 years of service - 1% above base pay
b. Completion of 10 years of service - 2% above base pay
c. Completion of 15 years of service - 3% above base pay

Article 2.27 Certification Pay

Employees in the following job classifications shall be entitled to certification pay of 5% above his or her base pay for obtaining and maintaining a certification above the level required on the City Council approved class specification:

Meter Reader/Repairer
Street Maintenance Leadworker
Tree Maintenance Worker
Wastewater Maintenance Leadworker
Wastewater Maintenance Worker II
Water Maintenance Leadworker
Water Maintenance Worker II

Eligible certification(s) will be determined by the employee’s Department Director.

Article 2.28 Class A and Class B Drivers License Pay

Employees in the following job classification shall be entitled to a $75 per month stipend for obtaining and maintaining the Class A California Drivers License required on the City Council approved class specification:
Equipment Mechanic II
Fire Equipment Mechanic

Employees in the following job classifications shall be entitled to a $50 per month stipend for obtaining and maintaining the Class B California Drivers License required on the City Council approved class specification:

Street Maintenance Leadworker
Street Maintenance Worker II
Tree Maintenance Worker
Wastewater Maintenance Leadworker
Wastewater Maintenance Worker II
Water Maintenance Leadworker
Water Maintenance Worker II

Employees in the job classification of Park Maintenance Worker II who voluntarily obtain and maintain a Class B California Drivers License shall also be entitled to the $50 per month stipend, and shall be subject to all Department of Transportation requirements applicable to the possession of such license.

Article 2.29  **Paid Family Leave Benefits**

Employees eligible for Paid Family Leave benefits under the State Disability Insurance program shall be required to take up to two weeks of earned but unused vacation leave prior to the employee's initial receipt of these benefits. Employees may use any available family illness leave in lieu of the vacation time.

Article 2.30  **Committee to Examine LTD, Life Insurance and ADD**

During the term of this MOU the parties will establish a committee to explore the feasibility of converting LTD, Life and ADD insurance from employer paid benefits to employee paid benefits. Among the issues to be examined is how money currently spent by the City to provide these benefits can go instead to employee salaries without costing the City any additional funds.

**ARTICLE 3 - OTHER PROVISIONS**

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

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

Article 3.02  **Smoking Policy**

The parties have met and conferred in good faith regarding the adoption of a non-smoking policy and the same shall be implemented concurrent with the adoption of this MOU.
Article 3.03  **Break Policy**

All affected employees performing in classifications traditionally described as "field classifications" (generally including employees with the Divisions of Parks, Streets, Water and Wastewater) shall be provided one (1) thirty (30) minute rest-break to be taken near the mid-point of the first four hours of the employees regularly scheduled work shift. Included with this break is all time required to secure the work site, to travel to and from any rest-break location, and to reconvene work at the conclusion of the rest-break.

All remaining 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 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. Such scheduling shall be in accord with pre-existing City practices and procedures.

Failure by any employee to utilize a rest or lunch break shall not result in any accumulation or other "banking" of said unused time, nor shall such failure result in conclusion of the employees' regularly scheduled 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.

The consumption of food or other refreshments at times other than during rest and lunch breaks is discouraged. This break policy shall be implemented by all supervisory and management personnel and shall prevail over any inconsistent City or Department policy, written or otherwise.

Article 3.04  **Alternative Work Schedules**

Bargaining Unit employees shall be assigned to a work schedule as determined by the Department Head. If the employee requests change to the schedule, the Department Head and employee may mutually agree to the change. If the change proves not to be operationally sound, the Department Head may reverse the change.

Article 3.05  **Education Reimbursement**

1.  **Reimbursement Procedures** - Permanent employees may participate in the City's Educational Reimbursement Program.
2. **Repayment Upon Termination** - Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

"I certify that I have successfully completed the course(s), receiving a grade of "C" or better. A copy verifying this grade is attached. I agree to refund the City or have deducted from my final paycheck any educational reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination with cause, within one year after completion of the course work for which I am to receive reimbursement. The amount of refund shall be determined in accordance with following schedule:

<table>
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<tr>
<th>When Depart</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>1 month after course completion</td>
<td>100%</td>
</tr>
<tr>
<td>2 months</td>
<td>100%</td>
</tr>
<tr>
<td>3 months</td>
<td>90%</td>
</tr>
<tr>
<td>4 months</td>
<td>80%</td>
</tr>
<tr>
<td>5 months</td>
<td>70%</td>
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<td>6 months</td>
<td>60%</td>
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<td>7 months</td>
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<td>10 months</td>
<td>20%</td>
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<tr>
<td>11 months</td>
<td>10%</td>
</tr>
<tr>
<td>12 months</td>
<td>0%</td>
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3. Eligible employees may receive no more than one thousand seven hundred fifty dollars ($1,750.00) per calendar year under this program.

**Article 3.06  Catastrophic Leave Bank**

The City shall institute a catastrophic leave bank as follows:

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

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

3. **Procedures**

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

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

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

D. Employees must hold a minimum of one hundred 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.

Article 3.07  Temporary Service in a Higher Classification

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

Article 3.08  Promotions

In all cases where an employee regulated by Chapters 1A3 and 1A4 is promoted to a classification in Chapters 1A3 or 1A4 for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent the base rate of compensation, excluding special assignment pay, received by said employee is such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his regularly assigned subordinate's base rate, the supervisor's base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate's
base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

Article 3.09  **Termination Pay**

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

Article 3.10  **Jury Duty**

Employees shall be entitled to a leave of absence for jury duty subject to compliance with all of the following conditions.

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

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

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

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.

Article 3.11  **Physical Examinations**

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

Article 3.12  **Joint Labor Management Team**

Pursuant to the meet-and-confer process for 1997-98, it was agreed upon that representatives of the City and the Association shall create joint labor management teams to foster improved communication and productivity.
Article 3.13  **Disciplinary Action - Authority to Take**

Modify Personnel Rule 14.4 to include the following:

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

Article 3.14  **Street Maintenance Worker Duties**

Effective October 1, 2000, the City may utilize employees working in the Street Maintenance Worker I/II job classification for the purpose of providing concrete maintenance and installation services. The following limitations shall apply: Employees shall not be required to perform such duties for a period exceeding ten (10) hours during each two-week pay period or be expected to pour more than one (1) yard of concrete each week.

Article 3.15  **Library Work Schedule**

Library employees will become part of the rotating staff coverage for Sunday hours. Library Administration will meet with Library employees in an effort to reach an acceptable work schedule that includes Sunday work. Library Administration will not modify the current work schedule until at least 30 days has elapsed from the beginning of meetings with Library employees. Once the 30 day time period has elapsed or sooner if the parties reach an agreement regarding scheduling, the Library Administration may modify the work schedule by providing reasonable advance notice of any changes to employees' work schedules.
APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

CITY MANAGER

Community Cable Program Specialist
Computer Graphics Designer
Network Assistant

CLERICAL AND SECRETARIAL

Senior Administrative Specialist
Administrative Specialist
Administrative Technical Specialist (Public Works)
Office Specialist II
Office Specialist I

BUILDING SAFETY

Senior Building Inspector
Building Inspector II
Building Inspector I
License/Permit Specialist II
License/Permit Specialist I

ENGINEERING

Civil Engineering Assistant
Engineering Technician

EQUIPMENT AND BUILDING MAINTENANCE CLASSIFICATIONS

Fire Equipment Mechanic
Equipment Mechanic II
Equipment Mechanic I
Equipment Service Worker
Facilities Systems Mechanic
Custodian

PLANNING CLASSIFICATIONS

Assistant Planner
Planning Technician

STREET MAINTENANCE CLASSIFICATIONS

Street Maintenance Leadworker
Street Maintenance Worker II
Street Maintenance Worker I
WATER/WASTEWATER CLASSIFICATIONS

Water Maintenance Leadworker
Meter Reader/Repairer
Water Maintenance Worker II
Water Maintenance Worker I
Wastewater Maintenance Leadworker
Wastewater Maintenance Worker II
Wastewater Maintenance Worker I

FINANCE CLASSIFICATIONS

Accounting Technician
Accounts Specialist II
Accounts Specialist I

FIRE CLASSIFICATIONS

Senior Fire Prevention Specialist
Fire Prevention Specialist

LIBRARY SERVICES CLASSIFICATIONS

Senior Library Assistant
Library Assistant
Library Clerk II
Library Clerk I
Administrative Technical Specialist – Library

RECREATION AND PARKS CLASSIFICATIONS

Recreation Coordinator
Maintenance Craftworker
Tree Maintenance Worker
Park Maintenance Worker II
Park Maintenance Worker I
Senior Park Maintenance Worker

POLICE CLASSIFICATIONS

Crime Scene Investigator II
Crime Scene Investigator I
Police Cadet (Permanent Part-time)
Appendix B

HUMAN RESOURCES

Date: October 5, 1994

Initiator: Bob Hyland

DIRECTIVE TITLE: City Smoking Policy

Directive Policy/Procedure:

It is a policy of the City of El Segundo to prohibit smoking in City buildings, by the public and City employees, and, in all areas where it is felt that smoking will significantly infringe upon the rights of others, affecting both their health, safety and their ability to be productive.

This policy recognizes the health hazards of breathing "second hand" smoke, as reported by many reputable researchers, including the Surgeon General of the United States.

In accordance with Chapter 6.24 (Ordinance No. 1140) of the El Segundo Municipal Code, the following shall be strictly adhered to:

- Smoking shall be prohibited in all areas of City buildings, including the City Council Chamber, reception areas, lobbies, conference and meeting rooms, restrooms, lounges and lunchrooms, locker rooms and computer rooms.

- Smoking shall also be prohibited in any City-owned or City-operated vehicle.

All entrances to City buildings and all areas of City buildings which are regularly occupied by the public, shall be marked with signs reading: "Thank You for Not Smoking", "No Smoking", or the international sign for No Smoking. City vehicles will be similarly marked.

There shall be no ashtrays in City buildings.

Ashtrays located outside of City buildings shall be placed sufficiently away from entrances so that second hand smoke does not enter the building.

Enforcement of the provisions of this policy will be the responsibility of the Director of Human Resources/Risk Management, supported by City Department Heads or their designate.

Violations of the policy by City employees will result in appropriate progressive discipline.
Appendix C

**Drug Free Workplace Statement and Substance Abuse Policy**

All safety sensitive employees (holders of Class B licenses) must submit to a drug test and an alcohol test upon returning to duty after an absence of thirty (30) days or more, or after being removed from duty because a drug and/or alcohol test detected a prohibited presence of a controlled substance or alcohol in the employee's system.

Appendix D Department of Transportation Drug Testing Guidelines

Appendix E Catastrophic Leave Bank Policy

Appendix F **Occupational Injury and Illness Policy**

The parties have agreed upon an occupational injury and illness policy dated June 23, 2004.
For the City Employees' Association:

Nick Petrevski,
President

Mike McKinley,
Vice President

Fernando Diaz,
Secretary

Kimberlee Carter,
Treasurer

William Rapoza,
Sergeant-of-Arms

Wendell Phillips,
ESCEA Union Representative

11-30-2010

Date

For the City:

Jack Wayt,
City Manager
EL SEGUNDO CITY COUNCIL  
MEETING DATE: December 7, 2010  
AGENDA STATEMENT  
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding approval of a Resolution implementing the City’s Last, Best, and Final Offer regarding the impacts of layoff, consisting of a severance package for the laid off employees within the City Employees Association bargaining unit. Fiscal Impact: $11,122.56.

RECOMMENDED COUNCIL ACTION:
1. Approve the attached Resolution.
2. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution Unilaterally Resolving the Meet and Confer Impasse Over Layoff Impacts

FISCAL IMPACT:
Total Fiscal Impact: $11,122.56

Amount Budgeted: 
Additional Appropriation: None  
Account Number(s):

ORIGINATED BY: Martha Diesta, Human Resources Manager  
REVIEWED BY: Bob Hyland, Human Resources Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION
On August 10, 2010, the City of El Segundo notified the El Segundo City Employees Association (ESCEA) that due to the City’s lack of funds, the City Council found it necessary to layoff employees within their bargaining unit. At the time, ESCEA was represented by a firm called City Employee Associates, which is located in Long Beach and whose Principal is Robin Nahin.

On August 19, 2010, City representatives met with representatives of ESCEA, including the President of the ESCEA, and Ms. Nahin. In that meeting, ESCEA proposed specific severance packages for the two employees who were to be laid off.

Thereafter, on September 8, 2010, the City proposed a severance package consisting of one month of compensation, contingent upon the affected employees signing a Separation Agreement (Waiver & Release of Claims). Then, representatives from both sides continued to communicate on this matter, both verbally and in writing. The City was informed that both of the affected employees intended to accept the proposed severance package. CEA requested confirmation on behalf of one of the employees that her medical coverage would extend through October 2010. The City confirmed the medical coverage would extend through October inasmuch as the insurance premiums are paid in advance.

On September 21, 2010, the City informed Ms. Nahin, CEA’s Principal, that the City wished to enter a side letter agreement formalizing the agreement reached on the severance packages and to present it to the City
Council for approval at the Council meeting on October 5, 2010. Ms. Nahin requested to review the Separation Agreements prior to the employees signing them. However, no substantive counter-proposals were made.

Then, on the same day, the City was informed that ESCEA was conducting interviews and would possibly change its representative. On September 23, 2010, the City received written communication from Wendell Phillips, formerly affiliated with CEA, regarding the City’s proposed severance package. The City learned through the ESCEA Board President that Mr. Phillips, who is no longer affiliated with CEA, would be representing ESCEA during the contract negotiations and was also asked to look into the offered severance package.

Notwithstanding the events described above, in an e-mail dated September 23, 2010, Mr. Phillips stated that it did not appear to him that layoff impact negotiations had taken place and/or not resulted in any agreements. He then proposed a severance package of up to six months of pay if the affected employees signed separation agreements.

Still, the City continued receiving e-mail communications from CEA representatives as late as September 29, 2010. In their last e-mail to the City dated September 29, 2010, CEA requested two modifications to the Separation Agreement, but did not make any proposal regarding the amount of severance pay. One of the employees even submitted her written acceptance of the City’s severance proposal on September 29, 2010.

Nevertheless, Mr. Phillips has continued to assert that no agreement has been reached. Therefore, during contract negotiations on October 11, 2010, the City presented ESCEA and Mr. Phillips with a Last, Best, and Final Offer stating that the City would provide payment equal to one month of compensation if the affected employees would execute a separation agreement, a copy of which was attached to the Last, Best and Final Offer. ESCEA representatives nor Mr. Phillips would accept or reject the Last, Best, and Final Offer, either at the October 11, 2010 meeting or in subsequent correspondence. Therefore, City representatives declared an impasse and informed ESCEA via Mr. Phillips that the matter would be presented to the City Council for resolution. City representatives informed the ESCEA that a recommendation would be made that the City Council implement the terms of the City’s Last, Best, and Final Offer.
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL SEGUNDO UNILATERALLY RESOLVING THE MEET
AND CONFER IMPASSE OVER LAYOFF IMPACTS
BETWEEN REPRESENTATIVES OF THE CITY OF EL
SEGUNDO AND THE CITY EMPLOYEES ASSOCIATION,
A RECOGNIZED EMPLOYEE ORGANIZATION

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

SECTION 1: The City Council finds as follows:

A. Government Code sections 3500 through 3511 (hereinafter the Myers-
   Millis-Brown Act or “the Act”) provides in pertinent part that
   representatives of the governing body of the City of El Segundo shall meet
   and confer in good faith with representatives of a recognized employee
   organization regarding proposed changes in wages, hours and other
   terms and conditions of employment and shall consider fully such
   presentations as are made by the employee organization on behalf of its
   members prior to the City arriving at a determination of policy or course of
   action; and,

B. The City Employees Association is an employee organization recognized
   by the City to represent a unit consisting of job classifications, including
   Community Cable Program Specialist and Crime Scene Investigator I;
   and,

C. The City has exercised its management right to layoff the Community
   Cable Program Specialist and Crime Scene Investigator I; and,

D. Representatives of the City and the City Employees Association have met
   and conferred and failed to reach a written agreement regarding impacts
   of said layoff; and,

E. The parties have not agreed to submit the failure to agree to mediation.

NOW, THEREFORE, the City Council of the City of El Segundo does hereby
resolve the parties' failure to agree upon a memorandum of understanding over impacts
of the layoff, as follows:

SECTION 2: The City shall pay the laid off employees in the Community Cable
Program Specialist and Crime Scene Investigator I classifications an amount equal to
one month of compensation if the employees elect to enter a severance agreement as
presented to them by the Human Resources Director releasing the City from liability.
SECTION 3: 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 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND APPROVED this 7th day of December, 2010.

Eric Busch, 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 grant W.E. Construction, Inc. and Delmac Construction & Development, Inc. requests to withdraw their bids because of mathematical mistakes in accordance with Public Contract Code Section 5101 and award a standard public works contract to EMAE International, Inc. for the construction of a new Beach Bathroom Facility and Lifeguard Station at El Segundo Beach; consideration and possible action to award a professional services agreement to Rubio Medina (RM) to provide construction management services for the El Segundo beach facility. Project No.: PW 10-09 (Fiscal Impact: $1,296,400.00)

RECOMMENDED COUNCIL ACTION:
1. Grant W.E. Construction, Inc. and Delmac requests to withdraw their bids because of mathematical mistakes in accordance with Public Contract Code Section 5101.
2. Authorize the City Manager to execute a standard public works contract in a form as approved by the City Attorney to EMAE International, Inc. in the amount of $1,111,000.00.
3. Authorize a construction contingency in the amount of $100,000.00 for unforseen additional work.
4. Authorize the City Manager to execute a professional services agreement in the amount of $86,400.00 with Rubio Medina to provide construction management services.
5. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
RM Scope of Services

FISCAL IMPACT: Included in Adopted Budget
Amount Requested: $1,296,400.00
Additional Appropriation: No
Account Number(s): 301-400-8202-8969

ORIGINATED BY: Maryam M. Jonas, Principal Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
On September 7, 2010, the City Council authorized staff to advertise for the construction of a new beach facility which includes a lifeguard station with storage, public bathrooms, a rinse station and a drinking fountain at El Segundo Beach.

On November 2, 2010, the City Clerk received and opened ten (10) bids as follows:

1. W.E. Construction, Inc. $775,000.00  
2. Delmac, Inc. $899,000.00  
3. EMAE International, Inc. $1,111,000.00  
4. Horizons Construction Co. Int’l, Inc. $1,147,000.00  
5. MG Enterprises Inc. $1,189,000.00  
6. S.H.E. Engineering & Construction Group, Inc. $1,213,000.00  
7. H.A. Nichols Co., Inc. $1,247,000.00  
8. G Coast Construction, Inc. $1,258,000.00  
9. AVI-CON, Inc. $1,277,000.00  
10. Acon Development, Inc., Inc. $1,358,000.00

**Construction**

Shortly after the public bid opening on November 2, 2010, W.E. Construction, Inc. and Delmac Construction & Development, Inc. requested that they be relieved from their bid citing that there was a mathematical error in calculating their bids. Staff notified the third lowest responsible bidder, EMAE International, Inc. They were in agreement to perform the work and honor their bid amount of $1,111,000. EMAE International, Inc. references were verified to confirm their successful experience with similar projects. Staff recommends awarding the contract to the lowest responsible bidder, EMAE International, Inc., for $1,110,000.00.

**Construction Management Services**

Rubio Medina (RM) has considerable experience with design and managing construction projects with references that are consistently positive. The attached proposal focuses on services that will be provided by Mr. Medina. It should be mentioned that Rubio was the RRM design architect for the design of the lifeguard station as well as the newly constructed Fire Station 2 making him very familiar with the project. Staff recommends that the City retain the services of Rubio Medina for the construction management and inspection services.

**Fiscal Impact**

The total amount of $1,296,400.00 requested includes the construction contract amount, an additional $100,000.00 for contingencies and $86,400.00 for construction management services. The funds are provided through a $1.7 million grant from Los Angeles County Supervisor Don Knabe’s office to construct a new beach bathroom facility and lifeguard station at El Segundo Beach. Chevron is committed to provide water and power connections to the facility.
EL SEGUNDO BEACH LIFEGUARD SCOPE AND FEE PROPOSAL

PROJECT UNDERSTANDING
City is to bid and construct a new lifeguard facility at their local beach. The project consists of a new lifeguard lookout, storage for lifeguards and junior lifeguards and public facilities and showers. Moderate site improvements are anticipated. The project is being developed on leased land from Chevron and security is a concern of Chevron. Construction schedule is to be 130 working days.

EL SEGUNDO BEACH LIFEGUARD FACILITY CONSTRUCTION MANAGEMENT

Task A: Construction Management
During the course of construction the Architect will serve as the City of El Segundo's day to day field representative and act as liaison between the General Contractor, the Architect of Record and the City of El Segundo. Services to include:

• Review the Contractor’s detailed construction schedule
• Review the Contractor's detailed schedule of values
• Review Contractor’s monthly progress payments and make recommendations to City
• Receive Contractor’s submittals and shop drawings and coordinate review with the Architect of Record
• Monitor and report contractor’s daily progress
• Coordinate and monitor utility relocations
• Provide quality assurance services
• Prepare daily diaries, reports and records
• Prepare weekly and monthly progress reports
• Prepare and update RFI, CCO and submittal logs
• Review Contractor extra work bills
• Review Contractor prepared change order requests
• Coordinate special inspection, testing; review findings and review work with Contractor
• Coordinate punch list items with Architect of Record
• Coordinate RFI responses with Architect of Record
• Conduct and prepare meeting minutes for weekly construction meetings, pre-construction meeting, and job coordination meetings
• Arrange final visit of job site for release of facilities
• Provide electronic documentation of construction correspondence, photos and logs

EXCLUSIONS
  • Special Inspection and Testing Services
  • Work on Saturday’s and Sunday’s
FEE SCHEDULE

EL SEGUNDO BEACH LIFEGUARD CONSTRUCTION ADMINISTRATION

<table>
<thead>
<tr>
<th>Task A</th>
<th>Description</th>
<th>Fee</th>
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<tr>
<td></td>
<td>Construction Management</td>
<td>$86,400</td>
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</table>

**GRAND TOTAL ALL SERVICES:** $86,400

City of El Segundo to provide overnight, reproduction and copying services in addition to providing camera for use in documenting construction progress.

Tasks to be billed on a time and materials basis at $75.00 per hour.
AGENDA DESCRIPTION:

Consideration and possible action to award HF & H Consultants, LLC a Professional Services Agreement for consulting services to aid City staff in the development of a Request for Proposals for Residential Trash Collection services and selection and award of a new waste hauler contract to commence in August, 2011. (Fiscal Impact: $81,000.00)

RECOMMENDED COUNCIL ACTION:

1. Approve a Professional Services Agreement to HF & H Consultants, LLC in a form approved by the City Attorney to aid City staff in all steps necessary to secure a new residential trash collection services contractor.

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

ATTACHED SUPPORTING DOCUMENTS:

1. Scope of Work

FISCAL IMPACT: Budget Adjustment Required

Amount Budgeted: $0
Additional Appropriation: Yes $81,000.00
Account Number(s): 001-400-4206-6206

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works
REVIEWED BY: Stephanie Katsouleas, Director of Public Works
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

On July 31, 2011, the City’s contract with Consolidated Disposal Services will expire. In preparation of securing a new residential trash collection contract, City staff recommends that a professional consultant be retained to assist city staff through the entire trash collection services process. Consultant assistance would include: 1) assessing the value and implementation of new trash collection services, 2) developing a Request for Proposals, 3) analyzing bids received and 4) negotiating with waste haulers. Staff anticipates that the cost of this service will be fully reimbursed by the waste hauling contractor ultimately awarded the contract in mid-2011 as part of the conditions for accepting the contract.

Staff solicited proposals from seven consultants, of which two responded (HF & H Consultants and R3 Consulting Group, Inc.). The submittals were reviewed by the Trash Subcommittee and HF & H was ultimately determined to be the most qualified responder. The complete scope of work to be performed is attached, and includes assisting in: 1) development and release of the trash hauling Request for Proposals, 2) development of the Agreement, 3) establishing rating criteria, 4) providing support to city staff throughout the evaluation and selection process, 5) negotiating with the final successful bidder(s) and 6) preparing the final scope of work.
SECTION 4: SCOPE OF SERVICES AND SCHEDULE

HF&H offers the City full service competitive procurement assistance, as described in the work plan below. One key to a successful contracting experience is effective management of the public process. Each of HF&H's clients have different service and contract needs, which we work with each city to address. All of our clients have the same desire for a smooth process, which we offer through our program outlined below.

TASK 1: Assist in Development of RFP Scope, Meet with Trash Subcommittee

Kickoff meeting – We understand that there is already a Subcommittee meeting scheduled in December. In preparation for this meeting, we will:

• Review the existing solid waste collection franchise agreement and the City's solid waste and recycling ordinances to gain an understanding of the City's existing solid waste programs and service arrangements.

• Review current service arrangements and issues, noting collection issues unique to your City, such as difficult-to-service areas due to terrain and space constraints.

• Prepare for and conduct a meeting to discuss key issues relating to the procurement of a new franchise agreement, and confirm the detailed schedule for the procurement process.

• Provide a meeting document, detailing current service terms and proposed changes to residential collection services and contact terms. This comparison facilitates an informed discussion and decision-making process.

We anticipated discussing issues with City staff prior to this meeting during the preparation of the meeting document. We will meet with the Subcommittee and/or City staff up to three times in addition to this project kickoff meeting to determine the contract scope and terms. The City may desire to conduct some of these meetings as conference calls if the abbreviated process schedule limits meeting options.

Analysis of Benefits and drawbacks – We will provide the City with clear, realistic expectations for each of the proposed service and contract changes. Our extensive experience in not only solid waste contracting, but auditing haulers and contract compliance, provides us with knowledge of challenges, costs and other concerns associated with solid waste services and contract terms. Our recent contracting experience in the South Bay geographic area allows us to provide expertise specific to your City's needs.

Communications during the RFP process – Controlling communication between proposers, their agents, and the City is critical to the integrity of the process. Cities prefer different levels of
access to City staff and the City Council during the process. We will design communication guidelines based upon the City's preferences.

**Document recommended options for inclusion in RFP and agreement** - Based on our discussions with City staff and the Subcommittee, we will prepare a Project Plan that documents the project background, key issues, existing and alternative solid waste and recycling services, and schedule. We will provide a copy of the Project Plan to the City and use it as a tool to manage the procurement process.

**Gather and review operating data** - We will collect any data available regarding the current services provided and prepare data collection forms to assist the City and/or hauler in providing additional information in a user-friendly format. In our experience, when proposers are confident about the accuracy of operating data contained in the RFP, they propose lower rates and include fewer contingency costs. We analyze this data for reasonableness.

**Evaluation criteria** - The specific criteria for which we evaluate the complete proposals will be developed using input received from City staff and the Trash Subcommittee. Based on our experience in other cities, we anticipate evaluating the proposals based on the following criteria:

- Experience of the proposers in providing the requested services in other jurisdictions, based on information contained in their proposals;
- Exceptions taken to the terms and conditions of the draft agreement;
- Proposed total compensation (rate revenue) over the term of the agreement, based on the rates included in the financial section of the proposal;
- Financial resources of the proposers, based on information in their proposals; and,
- Unique proposal features that exceed the RFP's minimum requirements.

**Suitable waste haulers** - Having conducted the recent RFP processes in the area, we are very familiar with haulers that are actively pursuing contracts in the region, and what their abilities and shortcomings are. We will identify for the City the likely candidates, as well as additional potential proposers, to whom the City may also wish to distribute this RFP. Due to number of recent RFP processes in the area, many regional haulers may be committed to other service rollouts near August 1, 2011. We will seek to ensure that we market the RFP to a sufficient number of quality haulers to overcome this possible challenge. HF&H has a track record of obtaining numerous quality proposals in challenging processes, such as the City of El Centro, a remote city in Imperial County with one primary hauler in the region, and the City of Rancho Palos Verdes where a previous RFP attempt by another consultant failed due to lack of proposals.
Section 4: Scope of Services and Schedule
Proposal to Provide Solid Waste Contracting Assistance

Schedule - The City requests that the new contract begin as of August 1, 2011. We have completed contracting processes under abbreviated schedules and will commit to the City's proposed timeline. To meet this schedule, when HF&H meets with the Trash Subcommittee in December, we need to receive clear direction on desired service modifications. An ideal procurement schedule would extend for 18 months, to provide the City with sufficient time to consider the various service changes and for the hauler to order equipment and provide for a smooth transition. The City might consider obtaining a short-term contract extension from the current hauler to allow for additional time and to increase proposer interest.

<table>
<thead>
<tr>
<th>Table 3: Competitive Procurement Schedule</th>
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<tbody>
<tr>
<td><strong>Activity</strong></td>
</tr>
<tr>
<td>1. Select Consultant</td>
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<tr>
<td>2. Review existing documents, identify key service issues and meet with City Staff/Trash Committee</td>
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<tr>
<td>3. Define scope of services, gather operating data and tour collection area</td>
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<tr>
<td>4. Review Hauler Operating Data</td>
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<tr>
<td>5. Prepare preliminary RFP and draft agreement</td>
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<td>6. Seek input from City staff and City Attorney</td>
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<td>7. Prepare revised RFP and draft agreement</td>
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<td>8. Present RFP package to Council for approval, and distribute to proposers</td>
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<tr>
<td>9. Conduct pre-proposal conference</td>
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<tr>
<td>10. Deadline for submission of RFP questions</td>
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<td>11. Prepare addenda</td>
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<tr>
<td>12. Submit proposals</td>
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<tr>
<td>13. Evaluate proposals</td>
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<tr>
<td>14. Contact references and finalize evaluation</td>
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<tr>
<td>15. Select contractor(s) for negotiations</td>
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<tr>
<td>16. Conduct negotiations and resolve exceptions to agreement</td>
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<tr>
<td>17. Present negotiated agreement to Council for approval</td>
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<tr>
<td>18. Order equipment</td>
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<tr>
<td>19. Outreach Campaign - Prepare and distribute educational materials, conduct informational meetings and prepare for transition</td>
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<tr>
<td>20. Initiate rollout of new service</td>
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</table>
TASK 2: Prepare and Issue Request for Proposals and Agreement and Related Documents

Prepare draft RFP and agreement - Based on the information and direction received in Task 1, we will prepare the draft RFP, agreement, and criteria to be used in evaluating the proposals received. All items requested by the City for inclusion in the solid waste RFP are standard in our documents. In addition to a summary of the contract scope, we also attach a draft of the agreement so that the proposers are aware of expectations in full detail, and there is little, if anything, left to negotiate when the successful hauler is selected.

Revise RFP and agreement once, after review by the City Attorney, other City staff and potential proposers - We will submit the draft RFP and agreement to City staff, Trash Subcommittee, and the City Attorney for review. If the City obtains a contract extension, then we also recommend circulating the agreement to potential proposers for comment. After parties have reviewed the documents and provided us with their written comments, we will confer with City staff and make appropriate revisions once to these documents.

Attend Council meeting to approve RFP package - HF&H will attend one City Council meeting at which the City Council will approve the RFP and draft agreement.

TASK 3: Provide Support to City Staff During the RFP Response Period

Prepare for and attend proposers’ conference - With City staff coordination, we will schedule a proposers’ conference to be conducted shortly after release of the RFP. Potential proposers will have an opportunity to receive clarification of any issues and ask questions at this conference. We will also accept written requests for clarification, until a set deadline.

Prepare and distribute addenda - We will prepare written responses to questions posed at the proposers’ conference, or submitted in writing, and prepare any necessary addenda arising from issues posed at the proposers’ conference. All questions and responses shall be made available to all proposers in attendance at the conference. We will maintain a database of e-mail addresses, and e-mail addenda to interested parties.

TASK 4: Provide Support to City Staff During the Proposal Review Period

Review proposals for completeness - We will perform an initial review of each proposal submitted for compliance with the City’s RFP requirements and disregard substantially incomplete proposals.

Prepare follow-up questions for proposers for clarification of proposals - We will provide each proposer with our summary evaluation of the company’s individual proposal in order to confirm our understanding of the information presented in the proposal, and to instruct them to clarify any ambiguities or unusual assumptions.
**Prepare evaluation report** - All proposals receive a preliminary evaluation and technical review, as described above. A detailed evaluation is performed of the one or two proposals that appear to offer the most value for the services and costs proposed. We will review the overall reasonableness of the operational and financial assumptions contained in the technical section of the proposals selected for detailed evaluation.

**Distribute draft evaluation** - We will distribute eight copies of the draft evaluation packets to the City in a manner requested by the City. We recommend that the City request the proposers to submit the number of proposal copies needed, as these proposals often include sample items that are not easily copied. The remaining items in the evaluation packet may then be e-mailed, saving time.

**Meeting to discuss draft evaluation** - We recommend meeting with City staff and the Subcommittee to discuss our preliminary evaluation and the next steps in the evaluation process, such as selecting the proposers to be interviewed. We recommend a conference call to accommodate the abbreviated schedule.

**Interview proposers** - Along with the City’s evaluation team, we will interview selected proposers, scheduling all interviews on one day.

**Contact references for recommended proposer** - We will contact references provided for the proposer to be recommended to the City Council for award of the agreement. We will summarize the results of the reference checks within the evaluation report.

**TASK 5: Prepare Final Scope of Work to be Inserted into the Agreement**

**Participate in negotiating session** - HF&H will participate in a negotiation session with one or more haulers. Based on our prior experience, final negotiations can usually be completed during one session per proposer, and the fee estimate includes costs for one session with one proposer. However, the City may prefer to negotiate with multiple proposers, as multiple proposals may appear attractive prior to finalizing the agreement(s). Proposers are most cooperative when they are still in competition. We would then assist the City’s evaluation team in its determination of a final selection.

**Prepare revised portions of agreement** - Based upon the negotiations, we will make one set of revisions to the final agreement negotiated with each proposer and ask each proposer to sign the agreement. The City can then make a decision based on clearly defined contract terms, as opposed to general promises often made in proposals and during negotiations. Also, at award, neither the successful nor the unsuccessful proposers can debate what was or was not the final offer to the City.

**City Council meetings** - Attend two City Council meetings for approval of final agreement.
AGENDA DESCRIPTION:

Consideration and possible action to receive and file the supplemental notice that was mailed to property owners and renters regarding the City's Proposition 218 protest ballots process to potentially impose solid waste ("trash") fees and announce that the public hearing before the City Council on this matter has been continued from December 21, 2010, to January 18, 2011. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Receive and file supplemental notice that was mailed to property owners and renters regarding the City's Proposition 218 protest ballots process to potentially impose solid waste ("trash") fees and announce that the public hearing before the City Council on this matter has been continued to January 18, 2011.

2. Alternatively, take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Supplement Public Notice (Postcard)

FISCAL IMPACT: None

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

ORIGINATED BY: Stephanie Katsouleas, Public Works Director

REVIEWED BY: Mark Hensley, City Attorney

APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

Subsequent to the mailing of the notice to property owners and residents regarding the potential of imposing trash fees on residential properties, the staff notice two issues that it believed should be clarified or corrected. Accordingly, staff sent out the attached postcard which clarifies that: (1) the proposed fee for trash service is a monthly fee; and (2) the proposed fee is only applicable to one or two unit residential properties. Given that there is the potential that a resident could bring a legal challenge on the basis that the original notice contained errors and omissions, staff sent out the supplement notice correcting these issues.

The staff report at the October 5, 2010 City Council Meeting (when the original Proposition 218 notice was approved by Council) clearly stated a number of times that the proposed fee was a monthly fee. However, the notice sent to the resident did not contain such verbiage.
Likewise, staff discovered after the original notice was approved that including properties with up to 4 units as part of protest process was not consistent with the City’s Municipal Code. Section 5-2-2 of the Municipal Code only grants the City the legal right to require that residential properties with one or two unit utilize City trash hauling services. Based upon this Municipal Code Section, the City cannot legally require that properties with more than two units accept trash service from the City or from a waste hauling firm hired by the City. It appears that many property owners having more than two units on their properties have utilized the City’s current hauler because the service is currently provided at no charge pursuant to the existing hauling agreement. The Clerk’s Office has, to date, been unable to find any documents that detail why the City has been providing trash service to residential properties with more than two units. The City’s current agreement with its hauler (which includes service for properties with more than two units) expires on July 31, 2011. As part of the process of soliciting proposals for a new agreement, the Council will need to decide whether it wants to continue to provide free trash collection services to properties with more than two units.

Proposition 218 requires that those eligible to file protest must be provided with 45 days notice of their right to protest before the public hearing is conducted. Since the original notice was potentially defective, the supplemental notice provides for an additional 45 day period before the public hearing is conducted. The public hearing was scheduled for December 21, 2010 and has now been rescheduled for January 18, 2011.

As of November 30, 2010, the City Clerk’s Office had received 1490 protest ballots. It is not known at this time how many of these protest ballots are valid as some may be duplicative (only one ballot per property is counted) or may not be filled out correctly. If more than 1439 valid protests are received, the Council will not be able to impose a trash fee at this time.
Dear Resident/Property Owner,

Please take note of the following corrections regarding the Residential Trash Collection Fee ballot materials recently mailed to you by the City of El Segundo.

1. The proposed fees are for MONTHLY service, as follows:

<table>
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<tr>
<th>Proposed Monthly Residential Trash Collection Fees: &quot;Not to Exceed&quot;</th>
<th>Flat Rate</th>
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2. The Residential Trash Collection Fee protest ballot process applies only to one and two (1-2) and does not include three and four (3-4) unit properties.

3. A new public hearing date has been set for **Tuesday, January 18, 2011 at 7:00 p.m.** in the Council Chambers, located at 350 Main Street, El Segundo, CA 90245. If you have not already submitted a protest ballot, your protest ballot must be submitted to the City Clerk before the close of the public hearing on January 18, 2011, or it will not be counted.
RESIDENTIAL TRASH COLLECTION FEE
INFORMATION ON BACK SIDE
AGENDA DESCRIPTION:

Introduction of an Ordinance of the City Council amending Title 6 of the El Segundo Municipal Code in its entirety regarding Animal Control. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

Introduce the Ordinance and waive first reading. Second reading and adoption would occur on December 21, 2010.

ATTACHED SUPPORTING DOCUMENTS:

Draft Ordinance; redlined version

FISCAL IMPACT: None

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

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

BACKGROUND AND DISCUSSION:

The proposed ordinance revises Title 6 of the El Segundo Municipal Code ("ESMC") in a number of ways. In addition to reformatting the chapters, proposed changes provide animal control personnel greater flexibility in handling licensing/impounding animals, and modify current procedures regarding the hearing process for potentially dangerous or vicious dogs.

Currently, the Title states, Animal Control Officers “will,” capture and impound dogs located within the city that do not display a valid license tag. This greatly limits the flexibility and discretion Animal Control Officers (ACO’s) have when attempting to mitigate licensing issues with pet owners. Seizing pets from some owners can cause stress out of proportion to the violation. It is proposed “may” be substituted where appropriate within Title 6 of the code.

It is also proposed the hearing process for potentially dangerous or vicious dogs be modified to more clearly describe procedures for the director (Chief of Police). These modifications safeguard the procedural rights of pet owners and align this code with state law.
ORDINANCE NO. ___

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE §§ 6-2-13, 6-3-2, 6-3-3, 6-3-6, 6-5-5 AND 6-5-6 REGARDING THE REGULATION OF ANIMALS WITHIN THE CITY’S JURISDICTION.

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

SECTION 1: El Segundo Municipal Code (“ESMC”) § 6-2-13 is amended to read as follows:

“6-2-13: CRITERIA FOR APPROVAL: The director will--may issue or renew the permit if:

A. Issuing a permit will not adversely affect the public peace, health or safety;
B. Keeping of the animal will not violate any applicable laws; and
C. That the facilities for keeping such animals are humane and adequate under the circumstances as to noise, security and sanitation.”

SECTION 2: ESMC § 6-3-2 is amended to read as follows:

“6-3-2: LICENSE TAGS:

A. Contents: Each year the city will procure a sufficient number of suitable metallic license tags to meet the requirements of this chapter, numbered from one upward consecutively, on which tags will be stamped the date of their expiration and the license number, and will issue the same to the director in consecutive order as may be required.

B. Duplicate: The city council will by resolution establish a fee for issuing a license and metallic tag to replace a lost license or tag.

C. Affixing To Dog Collar: The owner of any dog upon which the license fee has been paid will securely fasten the metallic license tag upon a suitable collar and securely fasten the collar with the tag attached thereto upon the dog. A dog harness or other device may be substituted in lieu of the collar, if so desired.”

SECTION 3: ESMC § 6-3-3 is amended to read as follows:

“6-3-3: RECEIPT BLANKS: LICENSE APPLICATION/RENEWAL: The city will print a sufficient number of receipt blanks applications to meet the requirements of this chapter. The receipt blanks applications will provide for the description of the dog for which the license fee is paid, the number of the metallic license tag which has been issued for the dog and also the name and address of the owner of the dog. The receipts
will also designate the rabies vaccination date and tag number and the sex of the dog for which the license fee has been paid.”

SECTION 4: ESMC § 6-3-6 is amended to read as follows:

“6-3-6: RABIES CONTROL:

A. Vaccination Required: Exception: Every dog in the city over the age of four (4) months must be vaccinated against rabies

B. Revaccination:

1. Every person keeping, harboring or having a dog in the city that has been vaccinated with chick embryo vaccine will cause the dog to be revaccinated within a period of not more than two (2) years after the prior vaccination.

2. Every person keeping, harboring or having a dog in the city which has been vaccinated with tissue phenolized vaccine will cause the dog to be revaccinated with rabies vaccine within a period of not more than one year after the prior vaccination.

C. Vaccination Certificate Issuance: Every person practicing veterinary medicine in the city who vaccinates a dog with rabies vaccine will issue to the person keeping, harboring or having the dog a certificate, which is signed by the veterinarian and which states thereon the name and description of the dog, the date of the vaccination and the type of vaccine used.

D. Certificate and Tag Exhibition: Every person applying for a dog license will exhibit a certificate and rabies vaccination tag certificate issued by a person licensed by the state or any other state or nation to practice veterinary medicine, which certificate will show that the dog for which the license will be issued either:

1. Was vaccinated in accordance with this chapter; or

2. Should not be vaccinated with rabies vaccine by reason of age, infirmity or other disability, which disability is shown on the face of the certificate and to the satisfaction of the person issuing the license to be in effect at the time.”

SECTION 5: ESMC § 6-5-5 is amended to read as follows:

“6-5-5: IMPOUNDMENT OF DOG WITHOUT TAG.

A. The director will capture and impound any dog found within the city limits that is not wearing a valid license tag and rabies tag conforming to the provisions
of this chapter.

B. The director may enter private property in accordance with applicable law to examine or capture any dog suspected of being in violation of the provisions of this code or is suspected of being rabid or infected with rabies.”

SECTION 6: ESMC § 6-5-6 is amended to read as follows:

“6-5-6: DANGEROUS DOGS; IMPOUNDMENT; HEARING:

A. Filing Of Opinion; Impoundment: Whenever any dog is, in the written opinion of the director, vicious, dangerous, potentially dangerous or apt to bite or injure any person, and is kept in such manner as to constitute an apparent menace to any person, the dog may be immediately impounded by the director.

Notice Of Impoundment, Opinion, Hearing: As soon as reasonably possible after the dog is impounded, the owner of the dog, or the person harboring the dog, or the person to whom the license for the dog was issued, or any person whose name appears therein, will be notified, either personally or by mail addressed to the person, at the address shown in the license, of the fact of the impounding and that the person or any person interested may appear at a hearing before the director, the notice of hearing to be served at least forty-eight (48) hours before the time of the hearing, and show cause if the person can, why the dog should not be destroyed. The notification will also contain or have attached thereto a copy of the director’s written opinion, if any.

Hearing; Decision: At the hearing, the director will hear all persons who appear and desire to be heard, and will thereupon decide whether the dog will be released, destroyed or otherwise disposed of. The director’s decision is final. There is no right to city council appeal.

B. Notice of Impoundment.

1. The director must provide written notice to the owner/guardian of the specific behavior of the animal alleged in the petition and the date upon which a hearing will be held to consider the petition. The hearing must be held promptly within no less than five working days nor more than ten working days after service of notice upon the owner/guardian of the animal as set forth by the Food and Agricultural Code § 31621. The notice must advise the owner/guardian of the consequences of a finding of potentially dangerous or vicious.

2. Where the owner/guardian’s address of any animal is unknown, notice of the hearing must be given by posting the same in the Police Department and by publication in a newspaper of general circulation. Notice must then be deemed given on publication of the notice.

C. Hearing; Procedures. A hearing on whether a dog is declared potentially dangerous or vicious must be conducted in the following manner:

1. If the director has investigated and determined that probable cause exists
to believe that a dog is potentially dangerous or vicious, a hearing must be conducted. The director must prepare a petition specifying the basis as to why the dog is potentially dangerous or vicious.

2. Whenever possible, any complaint received from a member of the public which serves as the evidentiary basis for the director to find probable cause must be sworn to and verified by the complainant and must be attached to the petition.

3. The city manager, or designee, must designate a hearing officer. The hearing officer must conduct a hearing on whether a dog must be declared potentially dangerous or vicious.

4. The hearing must be open to the public and the hearing officer may admit into evidence all relevant evidence, and exercise the full scope of authority set forth in Food and Agricultural Code § 31621.

5. A hearing may be continued if the hearing officer deems it necessary and proper or upon a showing of good cause.

6. If the owner/guardian fails to appear at the hearing, the hearing will nevertheless proceed and an appropriate order must be issued.

7. The hearing officer must consider all relevant responsible evidence without regard to the formal rules of evidence, including circumstances of mitigation, and the record of any prior violations by the owner/guardian.

8. The hearing officer must issue a written determination based upon a preponderance of the evidence, which must be mailed to the owner/guardian within seven days after the hearing is completed.

9. The hearing officer’s decision is final. There is no right to a city council appeal.

D. Designation of Animal. If an animal is found to be potentially dangerous or vicious by a preponderance of the evidence, the animal must be so designated on the records of the animal services agency. Such a designation must be considered in future determinations involving the animal and/or owner/guardian.

E. Surrender Of Dangerous Dog: Any dog declared after a hearing to be dangerous, if not already impounded by the department, will be immediately surrendered to the department.

D-F. Microchipping Before Release: If at the conclusion of the hearing the hearing officer determines that the dog will be released, the dog must have a microchip imbedded subcutaneously in accordance with industry standards before
being released to the owner. The microchipping will be at the owner's expense.

G. Waiver. The owner of a dog for which a potentially dangerous petition has been issued may irrevocably waive rights to a hearing and any further appeal under Food and Agricultural Code § 31622 and accept all conditions, sanctions and penalties set forth in Food and Agricultural Code §§ 31641, 31642 and 61643. The director will mail a waiver form to the dog owner/guardian. The waiver must be signed by the dog owner/guardian and received by the director within thirty days from the date of agreement to waive or a hearing will be scheduled within thirty days of the agreement to waive.

H. Additional Fees.

1. In accordance with Food and Agricultural Code § 31641, the owner/guardian of a potentially dangerous dog must in addition to the regular licensing fee, pay to the city an annual fee as may be established by city council resolution for the increased costs of maintaining the records of the dog.

2. The owner/guardian of a dog determined to be vicious must, in addition to the regular licensing fee, pay to the city an annual fee as may be established by separate city council resolution to provide for the increased costs of maintaining the records of the dog.

I. Registration of Animal. The owner/guardian of a vicious dog must, within ten days of such determination, upon request by the city present said animal at the animal services agency and allow photographs and measurements of the animal to be taken for purposes of identification.

J. Undesignation of Animal.

1. The owner/guardian of a dog found potentially dangerous, who has no additional violations of any of the provisions of this title, within a thirty-six-month period from the date of designation as potentially dangerous, must be removed from the list of potentially dangerous dogs by the director. The dog may be, but is not required to be, removed from the list of potentially dangerous dogs before the expiration of the thirty-six-month period if the owner/guardian of the dog demonstrates to the director that changes in circumstances or measures taken by the owner/guardian, such as training of the dog, mitigated the risk to public safety.

2. The owner/guardian of a dog found vicious, who has no additional violations of any of the provisions of this title, after a thirty-six-month period from the date of designation as vicious, may apply to the director to remove the animal from the list of vicious animals. The director has the discretion to remove the animal from the list of vicious animals upon
proof of the successful completion of at least eight weeks of formal obedience training, other similar evidence of training, or other rehabilitative efforts designed to mitigate the risk to public safety.”

SECTION 7: 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 8: Limitations. The City Council’s analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council’s lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City’s ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 9: Ongoing Prosecution. 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 10: Reversion. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other City Ordinance by this Ordinance will be rendered void and cause such ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 11: Recordation. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 12: Effectiveness. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ___ day of ________, 2010.

__________________________________________
Eric Busch, Mayor
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. ________ was duly introduced by said City Council at a regular meeting held on the ______ day of _________, 2010, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the _______ day of ______________, 2010, 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
AGENDA DESCRIPTION:

Consideration and possible action regarding Council consensus to cancel the January 4, 2011 City Council Meeting (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

(1) Approve cancellation of the January 4, 2011 City Council Meeting;
(2) Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: None

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ORIGINATED BY: Cindy Mortensen
REVIEWED BY: 
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

The first regular 2011 City Council meeting is scheduled for Tuesday, January 4, 2011. Because City Hall will be closed for certain established holidays and because of the additional meeting workload and scheduled travel plans, it would be difficult to meet legal noticing requirements and to properly prepare for the meeting.

Traditionally, the first City Council meeting of the new year has been cancelled and therefore it is requested that Council consider cancelling the January 4, 2011 meeting.