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, OCTOBER 4, 2011 – 5:00 P.M.

Next Resolution # 4735
Next Ordinance # 1465

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- matters)

1. City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
2. NSA Construction vs. City of El Segundo, LASC Case No. BC438182

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -2- matter.

1. Wyle Claim
2. David and Carie Oulashian, 910 Eucalyptus Drive

Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

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

1. Employee Evaluation
   Position: City Manager

2. Employee Evaluation
   Position: City Attorney

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

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -6- matters

1. Represented Group: Police Support Services Employees Association (PSSEA)
   Negotiators: Doug Willmore, City Manager
   Deborah Cullen, Finance Director
   Richard Kreisler
2. Represented Group: City Employees Association (CEA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

3. Represented Group: Firefighters Association (FFA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

4. Represented Group: Police Officers Association (POA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

5. Represented Group: Police Managers Association (PMA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

6. Unrepresented Group: Executive Management Staff (includes all employees not
   in bargaining units)
   Negotiator: Mark Hensley, City Attorney

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, OCTOBER 4, 2011 - 7:00 P.M.

Next Resolution # 4735
Next Ordinance # 1465

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor John Svendsen, First Baptist Church

PLEDGE OF ALLEGIANCE – Council Member Suzanne Fuentes
PRESENTATIONS

(a) Proclamation – Proclaim October 12th as El Segundo Herald Day in El Segundo to recognize the El Segundo Herald for 100 years of service

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 open a public hearing and receive testimony regarding: 1) an Environmental Assessment; and 2) the South Bay Bicycle Master Plan. Applicant: City Initiated (Fiscal Impact: N/A)
Recommendation – 1) Open the public hearing; 2) Discussion; 3) Adopt draft resolution approving Environmental Assessment No. 938 and the South Bay Bicycle Master Plan; 4) Alternatively, discuss and take other possible action related to this item.

2. Consideration and possible action to conduct a public hearing and adopt a Resolution approving the 2010 Urban Water Management Plan (UWMP) for the City of El Segundo municipal water system. (Fiscal Impact: None)
Recommendation – 1) Open Public Hearing; 2) Discussion; 3) Adopt the Resolution approving the City of El Segundo 2010 UWMP; 4) 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.

3. Warrant Numbers 2584173 to 2584381 on Register No. 24 in the total amount of $701,236.90 and Wire Transfers from 09/09/11 through 09/22/11 in the total amount of $1,878,618.84.
   Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

4. Regular City Council Meeting Minutes of September 20, 2011 and Special City Council Meeting Minutes of September 28, 2011
   Recommendation – Approval.

5. Consideration and possible action regarding second reading of Ordinance No. 1464 amending the El Segundo Municipal Code § 1-6-4 Regarding Employment Exclusions from Civil Service to include the Economic Development Analyst.
   Recommendation – 1) Second reading by title only and adoption of Ordinance No. 1464; 2) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action regarding approval of a Funding Agreement ("FA") between the City of El Segundo and the Los Angeles County Metropolitan Transportation Authority (LACMTA) setting the terms for the receipt of Measure R grant funds in the amount of $2,500,000 for the design and construction of Maple Avenue Arterial Improvements Project between Sepulveda Boulevard and Parkview Avenue.
   Metro Project ID No. MR312.22 and FTIP # LA0G727.
   (Fiscal Impact: Measure R Grant Revenue of $2,500,000)
   Recommendation – 1) Approve Funding Agreement; 2) Authorize the City Manager to execute the FA, approved by the City Attorney; 3) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action to adopt a resolution to abandon an existing water easement at 616 and 620 West Imperial Avenue. (Fiscal Impact: None)
   Recommendation – 1) Adopt the proposed resolution of intention to abandon an existing water easement; 2) Alternatively, discuss and take other action related to this item.
8. Consideration and possible action regarding a request for an Administrative Use Permit to allow the on-site sale and consumption of alcohol (Type 47 – On Sale General for Bona Fide Public Eating Place and Type 58 – Caterer’s Permit) at an existing restaurant within an existing 20-story office tower (Pacific Corporate Towers) located at 222 North Sepulveda Boulevard. Applicant: Hillary Condren. (Fiscal Impact: N/A)

Recommendation – 1) Receive and file this report without objecting to approval of a Type 47 (On-sale General for Bona Fide Public Eating Place) and Type 58 (Caterer’s Permit) ABC license for a restaurant within an office building with outdoor dining at 222 North Sepulveda Boulevard; and/or; 2) Alternatively, discuss and take other possible action related to this item.

9. Consideration and possible action in response to notification that a request has been filed with the Department of Alcohol Beverage Control for a modification of an existing Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol to convert from a Type 41 ABC License (On-Sale Beer and Wine) to a Type 47 ABC License (On-Sale Beer, Wine, and Distilled Spirits) and to expand the hours of operation at an existing restaurant located at 223 Richmond Street (Second City Bistro). Applicant: Scott Reed (Fiscal Impact: N/A)

Recommendation – 1) Receive and file this report without objecting to the issuance of a Type 47 ABC license at 223 Richmond Street; 2) Alternatively, discuss and take other possible action related to this item.

10. Consideration and possible action regarding a request from El Segundo Lacrosse to reduce field fees to $50 per hour while hosting a Lacrosse Spring Break Program for teams across the country from February 12, 2012, through April 21, 2012. (Fiscal Impact: $22,500 Revenue; $45,000 Uncollected Revenue)

Recommendation – 1) Approve the request from El Segundo Lacrosse to receive reduced field fees; 2) Alternatively, discuss and take other action related to this item.

11. Consideration and possible action to (1) grant California Construction & Development’s (CCD) request to withdraw its bids in accordance with Public Contract Code Section 58101 and (2) award a contract to Best Contracting Services, Inc. for Miscellaneous Roof Repairs at George E. Gordon Club House, the City Library and the Urho Saari Swim Stadium. (Fiscal Impact: $200,000.00)

Recommendation – 1) Grant California Construction & Development’s (CCD) request to withdrawal its bid 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 Best Contracting Services, Inc., in the amount of $190,500.00; 3) Alternatively, discuss and take other action related to this item.
12. Consideration and possible action regarding approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Firefighters' Association.
(Fiscal Impact: Estimated Savings FY 2011/2012 of $997,430)
Recommendation – 1) Adopt the Resolution approving the Memorandum of Understanding; 2) Alternatively discuss and take other action related to this item.

13. Consideration and possible action regarding approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Managers’ Association.
(Fiscal Impact: Estimated Savings FY 2011/2012 of $205,490.24)
Recommendation – 1) Adopt the Resolution approving the Memorandum of Understanding; 2) Alternatively discuss and take other action related to this item.

14. Consideration and possible action regarding approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Officers’ Association.
(Fiscal Impact: Estimated Savings FY 2011/2012 of $1,059,921.37)
Recommendation – 1) Adopt the Resolution approving the Memorandum of Understanding; 2) Alternatively discuss and take other action related to this item.

15. Consideration and possible action to adopt a resolution amending the benefits for the City’s Management Confidential Group (unrepresented employees).
(Fiscal Impact: Estimated Savings FY 2011/2012 of $256,077.00)
Recommendation - 1) Adopt resolution amending the benefits for the City’s Management Confidential employees; or 2) Alternatively discuss and take other action related to this item.

16. Consideration and possible action to adopt a resolution regarding salary and benefit concessions by the City’s unrepresented group of Executive employees.
(Fiscal Impact: Estimated Savings FY 2011/2012 of $133,398)
Recommendation – 1) Adopt resolution approving the following: a. non-safety Department Heads pay seven percent (7%) of the PERS Member Contribution and b. Public Safety Department Heads pay nine percent (9%) of the PERS Member Contribution; 2) Alternatively discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

G. REPORTS – CITY MANAGER
I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes –

Council Member Brann –

Council Member Jacobson –

Mayor Pro Tem Fisher –

Mayor Busch –

17. Consideration and possible action to direct staff to prepare a zone text amendment to allow mechanical equipment and other accessory structures to encroach into interior (side and rear) yards in commercial and industrial zone districts. (Fiscal Impact: none)

Recommendation – 1) Direct staff to prepare a draft zone text amendment amending El Segundo Municipal Code (ESMC) §15-2-7 to allow mechanical equipment and other accessory structures to encroach into interior (side and rear) yards in commercial and industrial zone districts; and/or 2) Alternatively, discuss and take other action related to this item.

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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: September 29, 2011
TIME: 4:20 PM
NAME: [Signature]
Proclamation proclaiming October 12, 2011 as El Segundo Herald Day in El Segundo.
AGENDA DESCRIPTION:
Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment; and 2) the South Bay Bicycle Master Plan. Applicant: City Initiated (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:
1. Open the public hearing;
2. Discussion;
3. Adopt draft resolution approving Environmental Assessment No. 938 and the South Bay Bicycle Master Plan;
4. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Draft Resolution
2. Planning Commission staff report dated September 8, 2011 and attachments
3. Draft South Bay Bicycle Master Plan (available on CD in the City Clerk’s office)

FISCAL IMPACT: N/A

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

ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager
REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:
On September 8, 2011, the Planning Commission held a public hearing on the proposed Environmental Assessment and South Bay Bicycle Master Plan. After receiving testimony and documentary evidence, the Commission adopted Resolution No. 2702, recommending that the City Council approve Environmental Assessment No. 938 and the South Bay Bicycle Master Plan.

I. Introduction

The City of El Segundo is participating in a regional planning effort to develop and maintain a comprehensive bicycle network and set of programs for the South Bay region. The goal of this effort is to produce a South Bay Bicycle Master Plan (Master Plan) for the seven participating cities. The seven South Bay cities participating in the planning effort are: El Segundo, Gardena, Hermosa Beach, Lawndale, Manhattan Beach, Redondo Beach and Torrance. This effort is coordinated by the South Bay Bicycle Coalition, an advocacy group engaged in improving bicycle infrastructure and developing and facilitating implementation of policies to ensure cycling safety and convenience. Funding for this effort is provided by the Los Angeles County Department of Public Health under its RENEW program (Renew Environments for Nutrition,
Exercise and Wellness). This funding has made it possible to hire a planning consultant Alta Planning + Design ("Alta") to help with public outreach, research, analysis, and preparation of the Master Plan. The consultant team and staff from the seven participating cities prepared a draft Master Plan for review and approval by each individual city.

II. Background

In March 2010, the Los Angeles County Department of Public Health (DPH) awarded the RENEW grant to the partnership of the South Bay Bicycle Coalition (SBBC) and the Los Angeles County Bicycle Coalition (LACBC) to develop the South Bay Bicycle Master Plan (Master Plan). The Master Plan’s purpose is to regionally connect the cities of El Segundo, Gardena, Hermosa Beach, Lawndale, Manhattan Beach, Redondo Beach and Torrance via a bicycle network, which will improve the health, environment and quality of life for the region. While El Segundo and many of the other participating cities have existing bicycle plans, implementation of those bicycle plans has not been prioritized or coordinated with surrounding jurisdictions. As a result, the existing bicycle network in the South Bay suffers from a lack of connectivity and uniformity. The Master Plan is focused on rectifying these challenges.

On September 21, 2010, the El Segundo City Council adopted Resolution No. 4684 authorizing city staff to work on the Master Plan. Specifically, the City Council resolved as follows:

1. The City Council endorsed the Master Plan Project.
2. The City agreed to provide a staff liaison to accomplish all tasks and technical assistance for which the City is involved, including coordinating as necessary with other City departments involved in the Master Plan.
3. The City agreed to appoint Mayor Eric Busch and Council Member Don Brann to serve on the Blue Ribbon Advisory Committee of the Master Plan.

In the Fall of 2010, the seven participating cities began coordination meetings with a consultant team (ALTA Planning + Design), with the objective of completing the planning process in the Fall of 2011 and starting the implementation phase by 2012. The coordinating team has completed the following tasks to date:

1. Bicycle counts at intersections in all the participating cities (November, 2010).
2. Surveys/interviews of bicyclists in all the participating cities.
3. The first round of community workshops (January 2011).
5. A draft of the Goals, Policies, and Objectives for the Master Plan (March 2011).
6. A draft of the Master Plan for public review (June 2011).
7. The second round of community workshops (June 2011).
8. A final draft of the Master Plan for review and approval (August 2011).

The Master Plan has been an all-inclusive collaborative process, with regular meetings with city staff, elected officials, and community members. There have been two rounds of public workshops in each of the seven cities, which have been publicized and promoted through a wide variety of mediums. The primary objective has been a well-informed and fully vetted Master Plan.
The final draft incorporates suggestions gathered from city staff and the community from three different rounds of document review. The Master Plan provides guidelines for improving the prioritization of bicycling and its supporting infrastructure beyond the current conditions in the South Bay. Specifically, the Master Plan proposes an expanded bikeway network and associated policies and programs to which each participating city may refer in implementing bicycle facility improvements. The Master Plan is divided into regional policies, recommended programs that will aid in meeting those policies, and conceptual regionally-consistent signage improvements. The Master Plan also includes individual chapters devoted to existing conditions, baseline data, and proposed improvements for each participating city.

The RENEW grant term extends through March of 2012, during which the final phase of the grant will include coordination of initial policy implementation and assistance with grant funding applications for infrastructure improvements, as needed and appropriate.

Starting in September 2011, each of the participating cities will hold public hearings to formally review and approve the Master Plan. Implementation of the Master Plan will begin immediately after its approval by all participating cities.

On September 8, 2011, the El Segundo Planning Commission held a public hearing and adopted Resolution No. 2702 recommending City Council approval of the Master Plan.

III. Analysis

Purpose of the South Bay Bicycle Master Plan

The purpose of the Master Plan is to provide: a) a broad vision and specific strategies and actions to improve bicycling conditions; b) direction for expanding the existing network and to improve connectivity within and between cities; and c) recommendations for education, encouragement, enforcement, and evaluation programs. The overall goal is to increase the numbers of new bicyclists and bicycle trips in the region by providing a safer bicycling environment.

Key Elements of the Master Plan

1. Common Goals, Objectives, and Policies. The Master Plan establishes a set of common goals, objectives, and policies for all the participating cities. For example, the Master Plan recommends that cities should include bicycle travel considerations in roadway planning, design, construction, and maintenance. Also, the Master Plan recommends that cities establish and enforce regulations regarding bicycle parking and storage facilities.

2. Proposed Bicycle Network. The Master Plan includes a proposed bicycle network for each participating city, which expands each city’s existing network and connects it to the bicycle networks of adjacent jurisdictions (cities and county). For El Segundo, the Master Plan recommends an expansion of the existing bicycle network from approximately 5.5 miles of bikeways to 21.3 miles. The proposed network includes 1.2 miles of Class 1 Bike Paths, 8.7 Class 2 Bike Lanes, 5 miles of Class 3 Bike Routes, and 6.4 miles of Bike Friendly Streets (Bike Boulevards).

3. Recommended Programs. The Master Plan includes a list of recommended programs for all the participating cities to help educate people about bicyclists’ rights and
responsibilities, and safe bicycle operation, as well as encourage residents to bicycle more frequently. The recommended programs include education programs, public awareness campaigns and marketing, enforcement programs, and monitoring and evaluation methods. Each city can choose any or all of these programs based on its particular needs and resources.

Further discussion and analysis of the key Master Plan elements can be found in the attached Planning Commission staff report (See Attachment No. 2) and the draft South Bay Bicycle Master Plan (See Attachment No. 3).

Benefits

The proposed Master Plan will have several potential benefits for the City. Implementation of the Master Plan will: 1) expand the existing bicycle network in the City; 2) connect El Segundo’s bicycle network to the neighboring South Bay cities; 3) help increase bicycle ridership; 4) help reduce motor vehicle emissions as bicycle ridership increases; 5) benefit the City financially through an increase in sales tax revenue; and 6) provide increased opportunities for grant funding related to bicycle improvements.

General Plan and Municipal Code Consistency

On September 8, 2011, the Planning Commission determined that the City Council can make the necessary findings to adopt the draft Resolution. The findings are discussed in Planning Commission Resolution No. 2702 (See Attachment No. 2).

IV. Planning Commission Hearing and Public Input

The Planning Commission held its public hearing on the proposed Master Plan on September 8, 2011. One speaker expressed support for the proposed Master Plan. The speaker emphasized the traffic, environmental, health, and financial benefits related to the Master Plan. One letter of support for the Master Plan was submitted to the Planning and Building Safety Department for consideration by the Planning Commission.

The Commission briefly discussed and expressed support for the proposed Master Plan. The Commission recommended approval of the proposed Master Plan.

V. Environmental Review

Approval of the proposed Master Plan does not require environmental review pursuant to the California Environmental Quality Act (CEQA) because it is not a “project” as defined by CEQA. Approving the South Bay Bicycle Master Plan does not adopt new regulations, amend the El Segundo Municipal Code, or amend the General Plan. Furthermore, even if the South Bay Bicycle Master Plan were considered a project, it is exempt from the requirements of CEQA pursuant to 14 California Code of Regulations § 15262 as a statutory exemption (Feasibility and Planning Studies) and § 15304 as a categorical exemption (Minor Alterations to Land).
VI. **Recommendation**

Planning staff recommends that the City Council adopt the attached draft Resolution approving Environmental Assessment No. EA-938 and the South Bay Bicycle Master Plan.
RESOLUTION NO.

A RESOLUTION APPROVING ENVIRONMENTAL ASSESSMENT EA-938 AND THE SOUTH BAY BICYCLE MASTER PLAN.

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

SECTION 1: The City Council incorporates by reference all of the findings and conclusions set forth in Planning Commission Resolution No. 2702 as if fully set forth, and further resolves that:

A. On September 8, 2011, the Planning Commission adopted Resolution No. 2702, recommending City Council approval of Environmental Assessment No. 938 and the South Bay Bicycle Master Plan; and

B. This Resolution and its findings are made based upon the evidence presented to the City Council at its October 4, 2011 hearing including, without limitation, the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Approvals. The City Council approves Environmental Assessment No. 938 and the South Bay Bicycle Master Plan.

SECTION 3: Reliance on Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 4: 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 knowledge of future events. In all instance, 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 5: Summaries of Information. All summaries of information in the findings which precede this section are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.
SECTION 6: This Resolution will remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this 4th day of October, 2011.

________________________
Eric Busch, Mayor

ATTEST:

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ___ was duly introduced by said City Council at a regular meeting held on the 4th day of October, 2011, 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 4th day of October, 2011, 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
CITY OF EL SEGUNDO

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: September 8, 2011

SUBJECT: The South Bay Bicycle Master Plan

REQUEST: Review and recommend City Council approval of the South Bay Bicycle Master Plan

PROPERTY INVOLVED: Citywide

APPLICANT: City of El Segundo

I. Introduction

The City of El Segundo is participating in a regional planning effort to develop and maintain a comprehensive bicycle network and set of programs for the South Bay region. The goal of this effort is to produce a South Bay Bicycle Master Plan (Master Plan) for the seven participating cities. The seven South Bay cities participating in the planning effort are: El Segundo, Gardena, Hermosa Beach, Lawndale, Manhattan Beach, Redondo Beach and Torrance. This effort is coordinated by the South Bay Bicycle Coalition, an advocacy group engaged in improving bicycle infrastructure and developing and facilitating implementation of policies to ensure cycling safety and convenience. Funding for this effort is provided by the Los Angeles County Department of Public Health under its RENEW program (Renew Environments for Nutrition, Exercise and Wellness). This funding has made it possible to hire a planning consultant Alta Planning + Design (“Alta”) to help with public outreach, research, analysis, and preparation of the Master Plan. The consultant team and staff from the seven participating cities prepared a draft Master Plan for review and approval by each individual city.

II. Recommendation

Planning staff recommends that the Planning Commission review the facts and findings as contained within this report, provide comments, and adopt Resolution No. 2702 recommending City Council approval of the South Bay Bicycle Master Plan.
III. **Background**

In March 2010, the Los Angeles County Department of Public Health (DPH) awarded the RENEW grant to the partnership of the South Bay Bicycle Coalition (SBBC) and the Los Angeles County Bicycle Coalition (LACBC) to develop the South Bay Bicycle Master Plan (Master Plan). The Master Plan’s purpose is to regionally connect the cities of El Segundo, Gardena, Hermosa Beach, Lawndale, Manhattan Beach, Redondo Beach and Torrance via a bicycle network, which will improve the health, environment and quality of life for the region. While El Segundo and many of the other participating cities have existing bicycle plans, implementation of those bicycle plans has not been prioritized or coordinated with surrounding jurisdictions. As a result, the existing bicycle network in the South Bay suffers from a lack of connectivity and uniformity. The Master Plan is focused on rectifying these challenges.

On September 21, 2010, the El Segundo City Council adopted Resolution No. 4684 authorizing city staff to work on the Master Plan. Specifically, the City Council resolved as follows:

1. The City Council endorsed the Master Plan Project.
2. The City agreed to provide a staff liaison to accomplish all tasks and technical assistance for which the City is involved, including coordinating as necessary with other City departments involved in the Master Plan.
3. The City agreed to appoint a City Council member to serve on the Blue Ribbon Advisory Committee of the Master Plan.

In the Fall of 2010, the seven participating cities began coordination meetings with a consultant team (ALTA Planning + Design), with the objective of completing the planning process in the Fall of 2011 and starting the implementation phase by 2012. The coordinating team has completed the following tasks to date:

1. Bicycle counts at intersections in all the participating cities (November, 2010).
2. Surveys/interviews of bicyclists in all the participating cities.
3. The first round of community workshops (January 2011).
5. A draft of the Goals, Policies, and Objectives for the Master Plan (March 2011).
6. A draft of the Master Plan for public review (June 2011).
7. The second round of community workshops (June 2011).
8. A final draft of the Master Plan for review and approval (August 2011).

The Master Plan has been an all-inclusive collaborative process, with regular meetings with city staff, elected officials, and community members. There have been two rounds of public workshops in each of the seven cities, which have been
publicized and promoted through a wide variety of mediums. The primary objective has been a well-informed and fully vetted Master Plan.

The final draft incorporates suggestions gathered from city staff and the community from three different rounds of document review. The Master Plan provides guidelines for improving the prioritization of bicycling and its supporting infrastructure beyond the current conditions in the South Bay. Specifically, the Master Plan proposes an expanded bikeway network and associated policies and programs to which each participating city may refer in implementing bicycle facility improvements. The Master Plan is divided into regional policies, recommended programs that will aide in meeting those policies, and conceptual regionally-consistent signage improvements. The Master Plan also includes individual chapters devoted to existing conditions, baseline data, and proposed improvements for each participating city.

The RENEW grant term extends through March of 2012, during which the final phase of the grant will include coordination of initial policy implementation and assistance with grant funding applications for infrastructure improvements, as needed and appropriate.

Starting in September 2011, each of the participating cities will hold public hearings to formally review and approve the Master Plan. Implementation of the Master Plan will begin immediately after its approval by all participating cities.

IV. Analysis

Purpose of the South Bay Bicycle Master Plan

The purpose of the Master Plan is to provide: a) a broad vision and specific strategies and actions to improve bicycling conditions; b) direction for expanding the existing network and to improve connectivity within and between cities; and c) recommendations for education, encouragement, enforcement, and evaluation programs. The overall goal is to increase the numbers of new bicyclists and bicycle trips in the region by providing a safer bicycling environment.

The policies proposed in the Master Plan encourage the City to explore options that improve safety, convenience and prominence of active transportation. There are numerous available options for funding bikeways, including various local return sources, aligning implementation with the CIP and grants from the local, state and federal level. Many cities implement a vast majority of their bicycle plans by utilizing outside grant funding sources.

There are numerous benefits of bicycle plan adoption beyond the improvement of bicycle facilities and eligibility for additional grant funds. Cities that have adopted and implemented bicycle plans similar to this one have experienced significant
increases in bicycle ridership, decreases in bicycle collisions and even increases in property values. The proposals and recommendations in the Master Plan benefit all types and levels of bicyclists: enthusiasts, novice riders, families, commuters and recreational riders alike.

Summary of the Master Plan

The Master Plan document includes 12 Chapters, which are briefly described below:

Chapter 1 – Introduction
The introduction provides some of the background related to the Master Plan planning process, including a description of the different bicycle facility types, the benefits of bicycling, the public participation process, and the plan’s organization.

Chapter 2 – Goal, Objectives, and Policy Actions
This chapter lists the broad goals of the Master Plan, which are:
1. To create a bicycle-friendly South Bay.
2. To create a safer bicycling environment in the South Bay.
3. To ensure an enduring bicycling culture.

In addition to these goals, Chapter 2 lists the specific objectives and policies that must be implemented in order to achieve the above-mentioned goals. Furthermore, the chapter discusses the existing State and Regional regulatory framework related to bicycle transportation. One of the key policies of the Master Plan (Policy No. 1.1.5) is to: “Incorporate the proposed policies, facilities and programs from the South Bay Bicycle Master Plan in whole or by reference into the City’s Circulation Element upon future General Plan updates.” The policy establishes a goal of completing the General Plan update within 5 years. Another key policy is Policy 3.2.6 which establishes updates of the City’s portion of the Master Plan every 5 years to maintain eligibility for additional funding.

Chapter 3 – El Segundo
This chapter includes analysis and recommendations that are specific to El Segundo’s bicycle network, programs, and regulations. The analysis is organized in the following sections:

1. Existing conditions related to bicycle transportation in El Segundo. The existing conditions discussion includes the existing land uses, bicycle trip generators, regulations, bicycle network end-of-trip parking facilities, multi-modal connections, education and enforcement strategies, and past bicycle-related expenditures.
2. Analysis of the need for expanding El Segundo’s bicycle network and amending its related regulations. This analysis includes public outreach results, bicycle commuter estimates and forecasts, bicycle count results, and bicycle collision analysis.
3. Proposed bicycle network. The bicycle network consists of a map of the proposed bicycle facilities (bicycle paths, lanes, or routes) and a map of the proposed end-of-trip bicycle facilities (bicycle parking, lockers, showers...). Proposed bicycle network would add approximately 15.5 miles of bikeways to the existing bicycle network. The additional bicycle facilities include the following: a) a Bike Friendly Street along Loma Vista Street from Imperial Avenue to Grand Avenue; b) a Bike Route along Main Street between Imperial Highway and El Segundo Boulevard; c) a Bike Friendly Street along Center Street between Imperial Avenue and El Segundo Boulevard; d) a Bike Route along Nash Street between Imperial Highway and El Segundo Boulevard; and e) a Bike Lane along Aviation Boulevard between Imperial Highway and Rosecrans Avenue.

4. Project costs. The project costs are the planning level cost estimates to implement the proposed bicycle network.

5. Project prioritization. This includes a prioritized list of bicycle projects to help guide the City in implementing the proposed bicycle facilities.

Chapters 4-9 include a similar analysis and recommendations for each of the other six cities participating in the Master Plan planning effort.

Chapter 10 – Recommended Programs
This chapter discusses recommended programs for all the participating cities to help educate people about bicyclists’ rights and responsibilities, and safe bicycle operation, as well as encourage residents to bicycle more frequently. The recommended programs include education programs, public awareness campaigns and marketing, enforcement programs, and monitoring and evaluation methods. Each city can choose any or all of these programs based on its particular needs and resources.

Chapter 11 Wayfinding and Signage Plan
The purpose of the signage plan is to convey information to bicyclists that they are using a network that is continuous and easily navigable. It includes a wayfinding system (maps and directional signs) that will direct bicyclists to major destinations in the South Bay. The proposed signage will ultimately be placed on all existing and proposed routes.

Chapter 12 Funding
This chapter lists and discusses available funding sources for cities to help with implementation of the plan.

Municipal Code and General Plan Consistency

The Master Plan is consistent with the purpose of the El Segundo Municipal Code (ESMC) zoning regulations and General Plan. Facts in support of this finding are further outlined in the attached resolution of approval. However, certain sections
and General Plan Elements would need amending should the City Council seek to implement the Master Plan in the future.

ESMC Chapters that would require amending include: Chapters 15-15, 15-16, and 15-17 regulating Off-Street Parking and Loading Spaces, Developer Transportation Demand Management, and Employer/Occupant Transportation Systems Management. These ESMC chapters include requirements regarding minimum number of and minimum standards for bicycle spaces on new and existing developments. These requirements may be revised in the implementation phase of the Master Plan.

In addition to the ESMC Chapters, the General Plan would also be affected by the approval of the Master Plan, specifically the Circulation Element. The Circulation Element currently contains goals, objectives, and policies regarding El Segundo’s transportation facilities. It also contains a discussion of bicycle facilities and a proposed bicycle network map.

Environmental Review

Approving this Master Plan does not implement its recommendations. Additional legislative actions are required to accomplish such implementation. Consequently, adopting the proposed Resolution does not constitute a “project” under the California Environmental Quality Act (CEQA). The City will be required to conduct additional CEQA review should the City Council choose to consider legislative actions to implement the Master Plan.

V. Conclusion

The Master Plan marks an exciting and progressive step forward as the first multi-jurisdictional bicycle plan in California. Each participating city will become eligible for additional infrastructure funding that they are not currently receiving. The Master Plan serves as an aspirational document providing guidelines for increasing the City’s bike-ability.

Planning staff recommends that the Planning Commission review the facts and findings as contained within this report and adopt Resolution No. 2702 recommending City Council approval of the South Bay Bicycle Master Plan.
VI. **Exhibits**

A. Draft Resolution No. 2702
B. The South Bay Bicycle Master Plan (excerpts of hard copy and CD of entire document)

Prepared by: Paul Samaras, Principal Planner

Kimberly Christensen, AICP, Planning Manager
Department of Planning & Building Safety

Greg Carpenter, Director
Planning and Building Safety Department

P:\Planning & Building Safety\Planning - Old\PLANNING\FILES BY TOPIC\C:\South Bay Bicycle Plan\Planning Commission - September 8, 2011\South Bay Bicycle Plan PC staff report 09062011.doc
RESOLUTION NO. 2702

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE ENVIRONMENTAL ASSESSMENT EA-938 AND THE SOUTH BAY BICYCLE MASTER PLAN.

The Planning Commission of the City of El Segundo does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. In March 2010, the Los Angeles County Department of Public Health (DPH) awarded the RENEW grant to the partnership of the South Bay Bicycle Coalition (SBBC) and the Los Angeles County Bicycle Coalition (LACBC) to develop the South Bay Bicycle Master Plan ("Master Plan");

B. The Master Plan is intended to regionally connect the South Bay cities of El Segundo, Gardena, Hermosa Beach, Lawndale, Manhattan Beach, Redondo Beach and Torrance via a bicycle network;

C. On September 21, 2010, the City Council approved Resolution No. 4684 authorizing city staff to work on the Master Plan;

D. In August 2011, the RENEW grant consultants and staff from the seven participating cities completed a final draft of the Master Plan for review and approval;

E. The Master Plan was reviewed by the City's Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code ("ESMC");

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

G. The Department of Planning and Building Safety completed its review and scheduled a public hearing regarding the application before this Commission for September 8, 2011;

H. On September 8, 2011, the Commission held a public hearing to receive public testimony and other evidence regarding the Master Plan including, without limitation, information provided to the Commission by City staff,
public testimony, and representatives of the South Bay Bicycle Coalition (SBBC); and

I. This Resolution, and its findings, are made based upon the evidence presented to the Commission at its September 8, 2011 hearing including, without limitation, the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Factual Findings and Conclusions. The Commission finds that the following facts exist:

A. The Master Plan will affect public and private properties in all seven participating cities;

B. The Master Plan recommends amendments to the ESMC regarding the required number, design, and standards for bicycle parking spaces on private and public properties;

C. The purpose of the Master Plan is to provide 1) a broad vision and specific strategies and actions to improve bicycling conditions; 2) direction for expanding the existing network and improve connectivity within and between cities; and c) recommendations for education, encouragement, enforcement, and evaluation programs. The overall goal of the Master Plan is to increase the numbers of new bicyclists and bicycle trips in the region by providing a safer bicycling environment;

D. The Master Plan recommends new bicycling related goals, objectives, and policies regarding for all the participating cities;

E. The Master Plan recommends specific route classifications for each street proposed in the bicycle network;

F. The Master Plan recommends an expansion of the existing bikeway network in the City of El Segundo by approximately 15.5 miles; and

G. The Master Plan recommends possible locations for bicycle parking and storage facilities in the City of El Segundo.

SECTION 3: Environmental Assessment. Because of the facts identified in Section 2 of this Resolution, adopting this Resolution would not result in a potential for resulting in a direct or reasonably indirect physical change in the environment and, accordingly, does not qualify as a "project" under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, et seq.; "CEQA") or CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, et seq; see Cal. Code Regs. tit. 14, §§ 15061(b)(3), 15378). Even if the
Resolution were to qualify as a project, it would be categorically exempt as a Class1 or Class 5 project since, at best, it would constitute a minor alteration of existing public structures involving no expansion of use; or a minor alteration in land use limitations (see Cal. Code Regs. tit. 14, §§ 15301, 15305). If the City Council approves the Master Plan and, at some future date, decides to implement its recommendations, the City will conduct additional environmental review.

SECTION 4: General Plan. The proposed Master Plan conforms to the City’s General Plan as follows:

A. The proposed Master Plan is consistent with numerous goals, policies, and objectives of the General Plan. Specifically, it is consistent with the Land Use, Circulation, Air Quality, and Open Space and Recreation Elements as discussed below.

B. The project is consistent with General Plan Land Use Element Policy LU6-1.3, which states: “Utilization of utility easements (flood control, power line rights-of-way) for recreational, open space, and beautification purposes should continue and additional possibilities should be explored.” The Master Plan recommends a bike path for recreational and commuter use within the power line right-of-way along Washington Street.

C. The Master Plan is also consistent with several General Plan Circulation Element Goals, Objectives and Policies. Specifically, Goal C1 – Provision for Safe, Convenient, and Cost Effective Circulation System states: “Provide a safe, convenient, and cost-effective circulation system to serve the present and future circulation needs of the El Segundo community.” The Master Plan recommendations aim to make it safe and convenient for bicyclists to travel on the bikeway network within the City and to surrounding jurisdictions.

D. The Master Plan is consistent with General Plan Circulation Element Policy C1-1.4, which states: “Construct missing roadway links to complete the roadway system designated in the Circulation Element when need to improve traffic operating conditions and to serve development.” The proposed bikeway network in the Master Plan is intended to fill gaps in the existing bikeway network in the City and between the participating cities.

E. The Master Plan is consistent with General Plan Circulation Element Policy C1-1.8, which states: “Provide all residential, commercial, and industrial areas with efficient and safe access to the major regional transportation facilities.” The Master Plan recommends a bikeway network that would safely and conveniently link those areas with the existing Green Line stations and bus lines within the City.
F. The Master Plan is consistent with General Plan Circulation Element Goal C2 – Provisions for Alternative Modes of Transportation which states: "Provide a circulation system that incorporates alternatives to the single-occupant vehicle, to create a balance among travel modes based on travel needs, costs, social values, user acceptance, and air quality considerations." The Master Plan recommends improvements to the City's bikeway network that will help make the bicycle a more reliable alternative to the single-occupant vehicle for travel within the City and to other adjacent jurisdictions.

G. The Master Plan is consistent with General Plan Circulation Element Objective C2-2, which states: "Provide a bikeway system throughout the City to support and encourage the use of the bicycle as a safe and convenient travel mode within the City's circulation system." The Master Plan recommends improvements to the existing bikeway network and to the City's policies and regulations to help make the bicycle a safe and convenient travel mode in the City.

H. The Master Plan is consistent with General Plan Circulation Element Policies C2-2.2 through C2-2.8 for the following reasons: 1. The proposed Master Plan would encourage new development to provide lockers, showers, storage, and parking facilities for bicyclists. 2. The recommended bikeway network includes two off-street bicycle paths along Washington Street and El Segundo Boulevard. 3. The recommended bikeway network includes bikeways that connect to the City's schools and public facilities. 4. The Master Plan is the result of coordination among seven South Bay cities and the Los Angeles County Department of Health. 5. The Master Plan encourages the design of streets to encompass Class I and Class II bicycle routes that separate the automobile, bicycle, and pedestrian to the maximum extent feasible. 6. The proposed bikeway network includes links to the City's Metro Green Line stations.

I. The Master Plan is consistent with General Plan Circulation Element Goal C4 – Compliance with all Federal, State, and Regional Regulations, which states: "Ensure that the City remains in compliance with all Federal, State, and Regional regulations, remains consistent with the plans of neighboring jurisdictions and thus remains eligible for all potential transportation improvement programs." The Master Plan is consistent with this goal in that the recommended signage plan is consistent with the sign guidelines of the federal Manual on Uniform Traffic Control Devices (MUTCD), as well as the California MUTCD. In addition, the Master Plan is consistent with the California Transportation Department (Caltrans) Bicycle
Transportation Account (BTA) requirements, which makes the City eligible for state grant funding for projects that improve safety and convenience for bicycle commuters.

J. The Master Plan is consistent with General Plan Circulation Element Objective C4-2, which states: "Ensure that the City's circulation system is consistent with those of neighboring jurisdictions." The Master Plan was developed in cooperation with seven South Bay cities and is designed to provide links between the bikeway networks of all participating cities.

K. The Master Plan is consistent with General Plan Air Quality Element Goal AQ4 – Reduce Motorized Transportation and Policy AQ4-1.1, which states: "It is the policy of the City of El Segundo that the City actively encourage the development and maintenance of a high quality network of pedestrian and bicycle routes, linked to key locations, in order to promote non-motorized transportation." The Master Plan recommends an expansion of the existing bikeway network, which will link to all the Metro Green Line stations, to bus lines, to major employers, and public facilities, which will help reduce motorized transportation in the City.

L. The Master Plan is consistent with General Plan Open Space and Recreation Element Policy OS1-2.7, which states: "Support and encourage upkeep, public recreational use, and access to the shoreline area." The Master Plan maintains bicycle access to the shoreline and the existing beach Bike Path (The Strand) via a Bike Path along Imperial Highway and a Bike Lane along Grand Avenue.

M. The Master Plan is consistent with General Plan Open Space and Recreation Element Objective OS 1-4, which states: "Develop utility transmission corridors for active or passive open space and recreational use." The Master Plan recommends a bike path for recreational and commuter use within the power line corridor along Washington Street.

SECTION 5: Zoning Consistency. The Master Plan is consistent with the general purpose of the ESMC's zoning regulations, which is to promote the public health, safety, and general welfare and to provide the economic and social advantages resulting from an orderly planned use of land resources. The Master Plan promotes the orderly development of a safe and convenient bikeway network and encourages increased use of the bicycle as a means transportation, which promotes improved public health.

SECTION 6: Recommendations. The Planning Commission recommends that the City Council approve Environmental Assessment EA 938 and the South Bay Bicycle Master Plan.
SECTION 7: Reliance On Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 8: Limitations. The Planning Commission'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 Planning Commission’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: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 10: The Commission secretary is directed to mail a copy of this Resolution to any person requesting a copy.
SECTION 11: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

PASSED AND ADOPTED this 8th day of September, 2011.

David Wagner, Chairperson
City of El Segundo Planning Commission

ATTEST:

Greg Carpenter, Secretary

Wagner -
Fellhauer -
Baldino -
Barbee -
Newman -

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

By:
Karl H. Berger, Assistant City Attorney
AGENDA DESCRIPTION:

Consideration and possible action to conduct a Public Hearing adopt a Resolution approving the 2010 Urban Water Management Plan (UWMP) for the City of El Segundo municipal water system. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Open the Public Hearing.
2. Discussion.
3. Adopt the Resolution Approving the City of El Segundo 2010 UWMP.
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

The UWMP Resolution
Executive Summary

FISCAL IMPACT: None

Amount Requested: $ N/A
Additional Appropriation: No
Account Number(s):

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

BACKGROUND AND DISCUSSION:

The purpose of the Urban Water Management Plan (UWMP) is to assure that a water provider has adequately planned to provide sufficient supplies of water to its users for the foreseeable future and during emergencies. The Urban Water Management Planning Act (AB 797, the “Act”) and California Water Code Sections 10610-10656 require all water suppliers providing water to more than 3,000 customers or supplying more than 3,000 acre-feet of water per year to update their plan every five (5) years. The 2010 UWMP review guidelines were released by the Department of Water Resources in May of 2011 notifying water providers to prepare and submit their 2010 UWMP.

The City of El Segundo’s 2010 UWMP provides an analysis of the City’s available water supply and compares it to the current and projected water demand over the next twenty (20) years. The 2010 UWMP also includes details about the City’s water supply reliability during drought years,
water conservation program, recycled water program and actions to be taken in the event of a water shortage or a catastrophic supply interruption.

Public participation is required as part of the UWMP update process. An outreach to the neighboring cities and water agencies was conducted and drafts of the 2010 UWMP were available for review in the Public Works Department and the City Clerk’s Office at City Hall and on line by request at www.elsegundo.org. The Public Hearing Notice for the 2010 UWMP was published in compliance with Section 10642 of the Act in El Segundo Herald and on the City’s Web site.

The City will continue to pursue water conservation programs to reduce water demand. This includes continuing those measures already in place and implementing several new measures which are outlined in Section 6 of the UWMP. Adoption of the 2010 UWMP will enable the City to have access to State Grants for its conservation programs that are administered by the West Basin Municipal Water District. Adoption of a specific SBx7-7 baseline method and 2015 and 2020 targets are required components that will require monitoring over the next five to ten years.

Upon adoption of the 2010 UWMP by the City Council, the plan will be submitted to the California Department of Water Resources and will be made available to the Public on the City’s web site.
RESOLUTION NO. ______

A RESOLUTION APPROVING ADOPTION OF THE URBAN WATER MANAGEMENT PLAN FOR 2010.

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

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

A. California Water Code §§ 10610 to 10656 require water suppliers to prepare an Urban Water Management Plan (UWMP) to promote water demand management and efficient use in their service areas;

B. The city of El Segundo is the Water Supplier for citizens and businesses of the city of El Segundo and is required to update, adopt, and submit its UMWP to the California Department of Water Resources at least every five (5) years;

C. The UWMP addresses projected water supply and demand over a twenty (20) year period in five (5) year increments. It identifies and quantifies adequate water supplies, including recycled water, for existing and future demands in normal, dry, and drought years, and also lays out a water conservation program to encourage the efficient use of the City's water resources.

SECTION 2: Pursuant to Water Code §§ 10610 to 10656, the City Council adopts the 2010 Urban Water Management Plan. A copy of the Urban Water Management Plan is incorporated by reference into this resolution and is filed with the City Clerk's Office.

SECTION 3: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of ______________, 2011.

__________________________
Eric Busch, Mayor
ATTEST:

________________________________________
Cindy Mortesen, City Clerk

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

By: _________________________________
Karl H. Berger, Assistant City Attorney
Executive Summary

The Urban Water Management Planning Act (Act) requires every urban water supplier providing water for municipal purposes to more than 3,000 customers, or supplying more than 3,000 acre-feet of water annually, to prepare and adopt an Urban Water Management Plan (UWMP). The Act also requires urban water suppliers to update the UWMP in years ending in five and zero, using a 20 year planning horizon. The City of El Segundo (City), has prepared this UWMP in accordance with all requirements set forth in the State of California Water Code Sections 10610 through 10657.

The City is a retail water supplier to both residential and commercial accounts located within El Segundo's service area. This UWMP addresses the City water system and includes a description of the water supply sources, historical and projected water use, and a comparison of water supply to water demands during normal, single dry, and multiple dry years. This Plan also addresses new water use conservation legislation, including the City's 2015 and 2020 water use targets as required by the Water Conservation Act of 2009 (SBx7-7), and the implementation plan for meeting the City's 2015 and 2020 water use targets.

ES.1 SERVICE AREA OVERVIEW

The City of El Segundo is located in the Los Angeles Basin on the coast approximately 1.5 miles south of Los Angeles International Airport (LAX) and is a semi-arid desert environment receiving less than 14 inches of rainfall annually. The City manages and operates the domestic water system that serves a residential population of approximately 17,050. The residential population of El Segundo is expected to only marginally increase over the next 25 years as the residential areas are virtually built-up with no substantial vacant land available for development.

The water system consists of approximately 57.5 miles of main pipelines and serves potable water to a 5.5 square mile area. El Segundo's water system is comprised of one pump station, two storage reservoirs, and one elevated storage tank. There are currently two available water supply sources; imported water from the Colorado River and State Water Project (delivered via the West Basin Municipal Water District (WBMWD)) and recycled water for landscaping irrigation and industrial use (also supplied by the WBMWD). In addition, there are four interconnections with three neighboring water agencies; Los Angeles Department of Water and...
Power (LADWP), City of Manhattan Beach, and California Water Service, that can be activated during emergency situations.

**ES.2 SYSTEM DEMANDS**

In order to determine the twenty percent per capita water use reduction by the year 2020 required by SBx7-7, the City of El Segundo utilized the California Department of Water Resources (DWR) methods to determine the baseline, interim, and water use target values. The City of El Segundo is part of the WBMWD that has formed a regional alliance, and has thus determined its baseline and target values both individually and as part of the alliance. The regional baseline for the City of El Segundo is 220.6 GPCD, the interim target in 2015 is 198.6 GPCD and the target for 2020 compliance is 176.5 GPCD. The individually calculated baseline for the City is 514 GPCD, the interim target in 2015 is 463 GPCD, and the target for 2020 compliance is 411 GPCD.

Significant growth or increase in water demands are not anticipated in future years as the City is almost completely built-out. The total past, current and future water demands for the City of El Segundo are summarized in Table ES-1, which takes into consideration the required consumption reduction required by SBx7-7.

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total water deliveries</td>
<td>8,354</td>
<td>9,929</td>
<td>8,515</td>
<td>7,795</td>
<td>8,038</td>
<td>8,289</td>
</tr>
<tr>
<td>Sales to other water agencies</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Additional water uses and losses</td>
<td>7,976</td>
<td>9,318</td>
<td>9,353</td>
<td>9,302</td>
<td>9,319</td>
<td>9,336</td>
</tr>
<tr>
<td>Total</td>
<td>16,330</td>
<td>19,247</td>
<td>17,868</td>
<td>17,097</td>
<td>17,357</td>
<td>17,625</td>
</tr>
</tbody>
</table>

Units: acre foot per year

**ES.3 SYSTEM SUPPLIES**

The City of El Segundo utilizes both potable and recycled water. The City is 100% dependent on imported water purchased from WBMWD for its potable water supply and does not anticipate using groundwater as a source of potable water. In addition to distributing potable water, the

Prepared by: Risk Management Professionals, Inc.
City of El Segundo is part of WBMWD’s recycled water system. The recycled water is used for industrial applications and irrigation.

Due to the slow rising population and the per capita demand reduction required by SBx7-7, projected needed water supplies are expected to decrease accordingly from 2015 to 2030. The total projected potable and recycled water supplies available to the City through WBMWD are shown in Table ES-2.

<table>
<thead>
<tr>
<th>Water Supply Sources</th>
<th>2010</th>
<th>2015</th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
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</thead>
<tbody>
<tr>
<td>West Basin Municipal Water District</td>
<td>9,929</td>
<td>8,515</td>
<td>7,795</td>
<td>8,038</td>
<td>8,289</td>
</tr>
<tr>
<td>Supplier-Produced Groundwater</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Supplier-Produced Surface Water</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers In</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Exchanges In</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Recycled Water</td>
<td>8,615</td>
<td>8,883</td>
<td>9,160</td>
<td>9,446</td>
<td>9,741</td>
</tr>
<tr>
<td>Desalinated Water</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>18,544</td>
<td>17,398</td>
<td>16,955</td>
<td>17,484</td>
<td>18,030</td>
</tr>
</tbody>
</table>

Units: acre-feet per year

**ES.4 WATER SUPPLY RELIABILITY AND CONTINGENCY PLANNING**

All potable and recycled water supplies are provided through the WBMWD, which is supplied through the Metropolitan Water District of Southern California (MWD) and the State Water Project (SWP). Since the supply is not directly obtained by the City of El Segundo, the determination of reliability is largely determined by WBMWD and MWD analyses to provide a consistent water supply to the City during normal, single dry, and multiple dry years.

Catastrophic failures that put the water supply at risk include fires and earthquakes that could damage the infrastructure to the water distribution system. In the event of a catastrophic event that prevents the City from obtaining water for distribution, WBMWD implements actions and methods to continue supplying water to customers of its member agencies. Water reserves are available to MWD through Diamond Lake, as well as other surface reservoirs, and it is estimated that MWD could provide full supply for up to six months for all of its service areas.
(including these to WBMWD) following a catastrophic event that disrupts the supply of water. In addition, methods to ensure that water is continually supplied to the customers include stockpiling emergency pipeline repair materials and coordinating with the California Emergency Management Agency (Cal EMA) and Emergency Operations Center (EOC) in the event of a catastrophic disruption of supply.

Any effect seen by the WBMWD during a catastrophic event would impact the water supply to the City. As a result, the City is subject to the actions and rationing of WBMWD. During any kind of catastrophic event that disrupts the water supply, including a regional power outage or an earthquake, the City of El Segundo in conjunction with WBMWD and MWD are prepared to continue providing a reliable source of water.

**ES.5 DEMAND MANAGEMENT MEASURES**

The City works with the WBMWD to implement water conservation techniques to reduce the total demand of water throughout the City and WBMWD. Together, the City and WBMWD implement the 13 required Demand Management Measures (DMMs) within the City (DMM 10 is not required as the City is not a wholesale agency). WBMWD is signatory to the California Urban Water Conservation Council (CUWCC) Memorandum of Understanding (MOU) regarding urban water conservation in California. CUWCC represents a diverse group of water supply agencies dedicated to establishing Best Management Practice (BMP) guidelines toward implementing conservation measures and managing supply demands. The following table summarizes the BMPs/DMMs:

<table>
<thead>
<tr>
<th>Type</th>
<th>Category</th>
<th>BMP #</th>
<th>BMP Name</th>
<th>DMM #</th>
<th>DMM Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundational</td>
<td>Operations Practices</td>
<td>1.1.1</td>
<td>Conservation Coordinator</td>
<td>12</td>
<td>Water Conservation Coordinator</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.2</td>
<td>Water Waste Prevention</td>
<td>13</td>
<td>Water Waste Prohibition</td>
</tr>
</tbody>
</table>

Prepared by: Risk Management Professionals, Inc.
<table>
<thead>
<tr>
<th>Type</th>
<th>Category</th>
<th>BMP #</th>
<th>BMP Name</th>
<th>DMM #</th>
<th>DMM Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1.1.3</td>
<td>Wholesale Agency Assistance Programs</td>
<td>10</td>
<td>Wholesale Agency Programs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.2</td>
<td>Water Loss Control</td>
<td>3</td>
<td>System Water Audits, Leak Detection, and Repair</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.3</td>
<td>Metering with Commodity Rates for All New Connections and Retrofit of Existing Connections</td>
<td>4</td>
<td>Metering with Commodity Rates for All New Connections and Retrofit of Existing Connections</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.4</td>
<td>Retail Conservation Pricing</td>
<td>11</td>
<td>Conservation Pricing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.1</td>
<td>Public Information Programs</td>
<td>7</td>
<td>Public Information Programs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.2</td>
<td>School Education Programs</td>
<td>8</td>
<td>School Education Programs</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Programmatic</td>
<td>Residential</td>
<td>3.1</td>
<td>Residential Assistance Program</td>
<td>1</td>
<td>Water Survey Programs for Single-Family Residential and Multi-Family Residential Customers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>Residential Plumbing Retrofit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.2</td>
<td>Landscape Water Survey</td>
<td>1</td>
<td>Water Survey Programs for Single-Family Residential and Multifamily Residential Customers</td>
</tr>
</tbody>
</table>
### Table ES-3
CUWCC BMP Organization and Names (2009 MOU) and UWMP DMMs

<table>
<thead>
<tr>
<th>Type</th>
<th>Category</th>
<th>BMP #</th>
<th>BMP Name</th>
<th>DMM #</th>
<th>DMM Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3.3</td>
<td></td>
<td>High-Efficiency Clothes Washing Machine, Financial Incentive Programs</td>
<td>6</td>
<td>High-Efficiency Washing Machine Rebate Programs</td>
</tr>
<tr>
<td></td>
<td>3.4</td>
<td></td>
<td>WaterSense Specification (WSS) toilets</td>
<td>14</td>
<td>Residential Ultra-Low-Flush Toilet Replacement Programs</td>
</tr>
<tr>
<td>Commercial, Industrial, and Institutional</td>
<td>4</td>
<td></td>
<td>Commercial, Industrial, and Institutional</td>
<td>9</td>
<td>Conservation Programs for Commercial, Industrial, and Institutional Accounts</td>
</tr>
<tr>
<td>Landscape</td>
<td>5</td>
<td></td>
<td>Landscape</td>
<td>5</td>
<td>Large Landscape Conservation Programs and Incentives</td>
</tr>
</tbody>
</table>

### ES.6 PLAN ADOPTION

The plan was adopted by the City Council on October 4, 2011 as prepared. A copy of the adoption resolution is provided in Appendix B.

The City will implement the strategies set forth in the plan immediately upon adoption by the City Council, which includes the following to reduce water demands in accordance with SBx7-7:

- Increasing public awareness regarding water conservation requirements and efforts that can be easily implemented to conserve water.

- Continuing to promote and expand the water conservation programs currently in place, including the fourteen Demand Management Measures outline in Section 6.0 of this Plan.

- Reducing the number of illegal connections that withdraw water from the City’s
distribution system and contribute to the system losses.

The City will submit copies of its 2010 Urban Water Management Plan to the following agencies within 30 days after adoption:

- The California Department of Water Resources
- The California State Library
- The City of El Segundo

Additionally, any amendments or changes to the plan will be submitted to the above agencies within 30 days after adoption.

The City will provide an electronic version of the final 2010 Urban Water Management Plan on its website for public review within 30 days of filing the plan with the California Department of Water Resources. Additionally, a hard copy will be available for review at the City Hall building, located at 350 Main Street, El Segundo, California 90245.
<table>
<thead>
<tr>
<th>Fund Description</th>
<th>Warrant Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL FUND</td>
<td>455,704.22</td>
</tr>
<tr>
<td>TRAFFIC SAFETY FUND</td>
<td></td>
</tr>
<tr>
<td>STATE GAS TAX FUND</td>
<td>11,878.73</td>
</tr>
<tr>
<td>ASSOCIATED RECREATION ACTIVITIES FUND</td>
<td></td>
</tr>
<tr>
<td>ASSET FORFEITURE FUND</td>
<td>520.98</td>
</tr>
<tr>
<td>COMM. DEVEL. BLOCK GRANT</td>
<td></td>
</tr>
<tr>
<td>PROP &quot;A&quot; TRANSPORTATION</td>
<td>335.71</td>
</tr>
<tr>
<td>PROP &quot;C&quot; TRANSPORTATION</td>
<td>2.00</td>
</tr>
<tr>
<td>AIR QUALITY INVESTMENT PROGRAM</td>
<td></td>
</tr>
<tr>
<td>HOME SOUND INSTALLATION FUND</td>
<td>21,102.53</td>
</tr>
<tr>
<td>HYPERSON NITIGATION FUND</td>
<td>12.70</td>
</tr>
<tr>
<td>TDA ARTICLE 3 - SB 821 BIKEWAY FUND</td>
<td></td>
</tr>
<tr>
<td>MTA GRANT</td>
<td></td>
</tr>
<tr>
<td>C.O.P.S. FUND</td>
<td></td>
</tr>
<tr>
<td>L.A.W.A. FUND</td>
<td></td>
</tr>
<tr>
<td>ASSESSMENT DISTRICT #13</td>
<td></td>
</tr>
<tr>
<td>CAPITAL IMPROVEMENT FUND</td>
<td></td>
</tr>
<tr>
<td>INFRASTRUCTURE REPLACEMENT FUND</td>
<td></td>
</tr>
<tr>
<td>FACILITIES MAINTENANCE</td>
<td>7,905.10</td>
</tr>
<tr>
<td>WATER UTILITY FUND</td>
<td>12,147.40</td>
</tr>
<tr>
<td>WASTEWATER FUND</td>
<td>163,741.23</td>
</tr>
<tr>
<td>GOLF COURSE FUND</td>
<td>9,000.00</td>
</tr>
<tr>
<td>EQUIPMENT REPLACEMENT</td>
<td></td>
</tr>
<tr>
<td>LIABILITY INSURANCE</td>
<td>2,205.88</td>
</tr>
<tr>
<td>WORKERS COMP. RESERV/INSURANCE</td>
<td>4,714.02</td>
</tr>
<tr>
<td>RETIRED EMP. INSURANCE</td>
<td>823.20</td>
</tr>
<tr>
<td>EXPENDABLE TRUST FUND - DEVELOPER FEES</td>
<td>5,416.42</td>
</tr>
<tr>
<td>EXPENDABLE TRUST FUND - OTHER</td>
<td>5,059.70</td>
</tr>
<tr>
<td>OUTSIDE SERVICES TRUST</td>
<td>800.00</td>
</tr>
</tbody>
</table>

**TOTAL WARRANTS:** $701,235.90

---

**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 funds for payment thereof.

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

**CODES:**

- **R** = Computer generated checks for all non-emergency/urgency payments for materials, supplies and services in support of City Operations.

**For Rationale:**

- **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**

**CITY MANAGER**

**DATE:** 9/28/11

**DATE:** 9/28/11
### CITY OF EL SEGUNDO
### PAYMENTS BY WIRE TRANSFER
### 9/9/11 THROUGH 9/22/11

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/5/2011</td>
<td>UB</td>
<td>(4,062.21)</td>
<td>PARS pmt correct prior memo</td>
</tr>
<tr>
<td>8/5/2011</td>
<td>Manufacturers &amp; Traders</td>
<td>(21,024.34)</td>
<td>457 pmt Vantage pt correct prior memo</td>
</tr>
<tr>
<td>9/12/2011</td>
<td>West Basin</td>
<td>1,472,113.40</td>
<td>H2O payment</td>
</tr>
<tr>
<td>9/13/2011</td>
<td>Health Comp</td>
<td>2,842.36</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>9/15/2011</td>
<td>IRS</td>
<td>204,951.03</td>
<td>Federal Taxes</td>
</tr>
<tr>
<td>9/15/2011</td>
<td>Employment Development</td>
<td>45,492.94</td>
<td>State Taxes</td>
</tr>
<tr>
<td>9/15/2011</td>
<td>Employment Development</td>
<td>4,079.45</td>
<td>State Taxes</td>
</tr>
<tr>
<td>9/16/2011</td>
<td>State of CA EFT</td>
<td>1,047.21</td>
<td>EFT Child support payment</td>
</tr>
<tr>
<td>9/16/2011</td>
<td>Nationwide EFT</td>
<td>36,451.00</td>
<td>EFT 457 payment</td>
</tr>
<tr>
<td>9/16/2011</td>
<td>UB</td>
<td>7,021.36</td>
<td>PARS payment</td>
</tr>
<tr>
<td>9/16/2011</td>
<td>Manufacturers &amp; Traders</td>
<td>21,239.20</td>
<td>457 payment Vantagepoint</td>
</tr>
<tr>
<td>9/16/2011</td>
<td>Manufacturers &amp; Traders</td>
<td>192.31</td>
<td>IRA payment Vantagepoint</td>
</tr>
<tr>
<td>9/20/2011</td>
<td>La Salle</td>
<td>43,725.00</td>
<td>EFT ABAG</td>
</tr>
<tr>
<td>9/21/2011</td>
<td>Health Comp</td>
<td>4,295.22</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>9/22/2011</td>
<td>Lane Donovan Golf Ptr</td>
<td>21,560.18</td>
<td>Payroll Transfer</td>
</tr>
<tr>
<td>9/9-22/11</td>
<td>Workers Comp Activity</td>
<td>38,694.73</td>
<td>SCRMA checks issued</td>
</tr>
</tbody>
</table>

**DATE OF RATIFICATION: 10/04/11**

**TOTAL PAYMENTS BY WIRE:** 1,878,618.84

Certified as to the accuracy of the wire transfers by:

**Deputy City Treasurer**

**Director of Finance**

**City Manager**

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 – Council Member Jacobson

ROLL CALL

Mayor Busch - Present – arrived at 5:03 p.m.
Mayor Pro Tem Fisher - Present – arrived at 5:01 p.m.
Council Member Brann - Present
Council Member Fuentes - Present
Council Member Jacobson - Present

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

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) -2- matters

City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
NSA Construction vs. City of El Segundo, LASC Case No. BC438182

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- (Wyle Claim).
Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.
DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): -2- matter

Employee Evaluation
Position: City Manager

Employee Evaluation
Position: City Attorney

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

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -6-matters

Represented Group: Police Support Services Employees Association (PSSEA)
Negotiators: Doug Willmore, City Manager
Deborah Cullen, Finance Director
Richard Kreisler

Represented Group: City Employees Association (CEA)
Negotiators: Doug Willmore, City Manager
Deborah Cullen, Finance Director
Richard Kreisler

Represented Group: Firefighters Association (FFA)
Negotiators: Doug Willmore, City Manager
Deborah Cullen, Finance Director
Richard Kreisler

Represented Group: Police Officers Association (POA)
Negotiators: Doug Willmore, City Manager
Deborah Cullen, Finance Director
Richard Kreisler

Represented Group: Police Managers Association (PMA)
Negotiators: Doug Willmore, City Manager
Deborah Cullen, Finance Director
Richard Kreisler

Unrepresented Group: Executive Management Staff (includes all employees not in bargaining units)
Negotiator: Mark Hensley, City Attorney

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

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, SEPTEMBER 20, 2011 - 7:00 P.M.

7:00 P.M. SESSION

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

INVOCATION – Bishop Jim Hepworth, Church of Jesus Christ of Latter Day Saints

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Bill Fisher

PRESENTATIONS

(a) Mayor Pro Tem Fisher presented a Proclamation proclaiming the observance of the 35th Annual Richmond Street Fair from 9:00 a.m. to 5:00 p.m., Saturday, September 24, 2011.

(b) Mayor Busch presented a Proclamation to Fire Chief Kevin Smith proclaiming the week of October 9 through October 15, 2011 as Fire Prevention Week.

ROLL CALL

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

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

Ron Swanson, Resident; complimented the Council and Staff for the budget preparations and the sacrifices that have been made. He also announced the Opening of the High School Auditorium on October 1, 2011 by 5:30 p.m.

Helmet Knueppel, Resident; spoke regarding the contract agreement between the Police Department and the City and also on the budget.
Mr. Axlerod spoke regarding the American flags displayed on City Streets. He also stated he was offended by the Invocation and the Pledge of Allegiance at Council Meetings.

Denise DiPasquale, South Bay Workforce Investment Board, gave the Quarterly Summary.

A. PROCEDURAL MOTIONS

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

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action (Continued Public Hearing) regarding the Fiscal Year 2011-2012 Budget (including all City Revenues and Expenditures), Five-Year Capital Improvement Plan and Adoption of Resolutions approving Appropriation Limit, Preliminary Budget as amended. (Copies of the Fiscal Year 2011-2012 Preliminary Budget can be found in the Library, City Clerk's office, and on the City's website.) (Fiscal Impact $109,848,900 in total appropriations; $97,672,000 in total estimated revenues and prior year designations of $12,176,900.)

Mayor Busch stated that this was the time and place to conduct a continued public hearing regarding the Fiscal Year 2011-2012 Budget (including all City Revenues and Expenditures), Five-Year Capital Improvement Plan and Adoption of Resolutions approving Appropriation Limit, Preliminary Budget as amended. (Copies of the Fiscal Year 2011-2012 Preliminary Budget can be found in the Library, City Clerk's office, and on the City's website.) (Fiscal Impact $109,848,900 in total appropriations; $97,672,000 in total estimated revenues and prior year designations of $12,176,900.)

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

Deborah Cullen, Finance Director, gave a report.

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

Mark Hensley, City Attorney, read by title only:
RESOLUTION NO. 4732

A RESOLUTION ADOPTING THE 2011-2012 FINAL OPERATING BUDGET
FOR THE CITY OF EL SEGUNDO AND ADOPTING THE
2011-2012 CAPITAL IMPROVEMENT BUDGET.

MOTION by Mayor Pro Tem Fisher, SECONDED by Mayor Busch to adopt Resolution No. 4732 adopting the 2011-2012 Final Operating Budget for the City of El Segundo and Adopting the 2011-2012 Capital Improvement Budget; Incorporate “Exhibit A” Fiscal Year 2011-2012 Change List of Budget Revisions in all Funds” into the Adopted Budget and deposit any Fiscal Year 2010-2011 General Fund savings into the Economic Uncertainty Fund in Fiscal Year 2011-2012 once the Fiscal Year 2010-2011 audit is complete. MOTION PASSED BY THE FOLLOWING VOICE VOTE: AYES: BUSCH, FISHER, JACOBSON, FUENTES. NOES: BRANN. 4/1

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.

2. Approved Warrant Numbers 2584024 to 2584172 on Register No. 23 in the total amount of $327,719.95 and Wire Transfers from 8/26/11 through 9/8/11 in the total amount of $798,099.58. 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.

3. Approved Regular City Council Meeting Minutes of September 6, 2011 and Special City Council Meeting Minutes of August 31, 2011 with corrections.

4. PULLED FOR DISCUSSION BY COUNCIL MEMBER FUENTES

5. ITEM PULLED FROM THE AGENDA

6. PULLED FOR DISCUSSION BY COUNCIL MEMBER FUENTES

7. Authorized the City Manager to renew a five-year Parks License Agreement No. 4186 with Southern California Edison (SCE). The agreement is for the City to continue to maintain and operate SCE's property as City parks along Washington Street between Walnut and Mariposa Avenues and along Illinois Street between Mariposa and Holly Avenues. (Fiscal Impact: FY 11/12 $1,733 or $8,665 for five years)
8. PULLED FOR DISCUSSION BY COUNCIL MEMBER FUENTES

9. Received and filed report without objecting to a modification of a Type 47 Alcoholic Beverage Control (ABC) license for the on-site sale and consumption of alcohol for a new restaurant within the Hyatt Place Hotel (Type 47 On-sale General for Bona Fide Public Eating Place) located at 750 North Nash Street. Applicant: Michael Gallen, OTO Development (Fiscal Impact: N/A)

10. Approved a new Class Specification for the at-will position of Economic Development Analyst; Adopted Resolution No. 4733 establishing the basic monthly salary range for Economic Development Analyst; and introduced and waived first reading of Ordinance No. 1464 amending El Segundo Municipal Code § 1-6-4 Regarding Exclusions. (Fiscal Impact: $133,613.22 included in FY 2011/12 Budget)

11. Authorized the City Manager to extend ongoing professional service agreements and blanket purchase orders for FY 2011-2012 in excess of $25,000 for various departments and waived the formal bidding process and authorized the continued purchase of various goods and services as described below. (Fiscal Impact: General Fund $1,578,094; Assets Forfeiture Fund $13,000; Prop “A” Fund $31,000; Water Fund $114,000; Sewer Fund $88,000; Golf Course Fund $108,000; Workers’ Compensation Fund $92,140)

   (1) Authorized the City Manager to extend ongoing service agreements with Baker & Taylor Information Services for supplying books and other library materials, and issuance of blanket purchase order not to exceed $64,000 (General Fund).

   (2) Authorized the City Manager to extend contract #2235 to Innovative Interfaces, Inc., for library computer network system maintenance and issuance of blanket purchase order not to exceed $30,000 (General Fund).

   (3) Authorized the City Manager to extend ongoing service agreements with J. Lee Engineering to provide plan check and inspection consulting services for the Building and Safety Division not to exceed $150,000 (General Fund).

   (4) Authorized the City Manager to extend ongoing service agreements with JAS to provide plan check and inspection consulting services for the Building and Safety Division not to exceed $100,000 (General Fund).

   (5) Authorized the City Manager to extend ongoing service agreements with Scanning Services Corporation. Scanning Services Corporation scans and inputs data into the City’s document imaging system not to exceed $35,000 (General Fund).

   (6) Authorized the City Manager to extend ongoing service agreements with Willdan Engineering Services to provide professional planning consulting and engineering services to the City not to exceed $30,000 (General Fund).
(7) Authorized the City Manager to extend ongoing service agreements with U.S. HealthWorks to provide an extremely cost effective method of delivery of pre-employment and occupational medical services not to exceed $45,000 (General Fund).

(8) Authorized the City Manager to extend ongoing service agreements with Westchester Medical Group/Center for Heart and Health to provide annual safety employees fitness for duty and executive physical examinations not to exceed $70,000 (General Fund).

(9) Authorized the City Manager to extend ongoing service agreement with York Risk Services Group to administer workers’ compensation claims not to exceed $92,140 in FY 11-12 (Workers’ Compensation Fund).

(10) Authorized the El Segundo Fire Department to waive the bidding process per El Segundo Municipal Code §1-7-10 to purchase medical and pharmaceutical supplies, and piggyback on the City of Redondo Beach’s Bound Tree Medical, Inc. (“Bound Tree”) Bid #1011-023, and authorize issuance of a blanket purchase order to Bound Tree for FY 11-12 for medical and pharmaceutical supplies not to exceed $26,000 (General Fund).

(11) Authorized the issuance of a blanket purchase order for FY 11-12 to UCLA Center for Pre-Hospital Care for continuing education, defibrillation training and AED program oversight not to exceed $32,600 (General Fund).

(12) Authorized the City Manager to execute a one-year contract with All Cities Management Company to provide crossing guard services for the El Segundo School District not to exceed $80,000 (General Fund).

(13) Authorized the issuance of a blanket purchase order to Mayer Hoffman McCann PC (Agreement #3866) for auditing services not to exceed $54,250 in FY 11-12 (General Fund).

(14) Authorized the issuance of a blanket purchase order to Lane Donovan Partners, LLC (Agreement #3399) to provide management services for The Lakes Golf Course for an amount no to exceed $108,000 (Golf Course Fund).

(15) Authorized the issuance of a blanket purchase order to TruGreen Landcare (Agreement #4096) to provide weekly landscape services for an amount not to exceed $153,504 (General Fund).

(16) Authorized the City Manager to extend ongoing tree maintenance services agreement with Great Scott Tree Service Inc. (Agreement #3476) for services not to exceed $70,000 for FY 11-12 (General Fund).
(17) Authorized the City Manager to extend ongoing custodial services agreement with Bell Building Services (Agreement #3898) and issuance of blanket purchase order not to exceed $66,540 (General Fund).

(18) Authorized the City Manager to execute a standard professional services agreement with Martin & Chapman Co. for election support and services for the General Municipal Election, April 10, 2012, not to exceed $36,000 (General Fund).

(19) Authorized the City Manager to execute a one-year contract and/or purchase order with Buxton to provide economic development analysis and marketing assistance not to exceed $50,000 (General Fund).

(20) Authorized staff to continue to purchase gasoline and diesel fuel for City vehicles and equipment through the use of spot market purchasing in an amount not to exceed $321,000 (Various).

(21) Authorized the issuance of a blanket purchase order to Metron Farnier & Actaris in an amount not to exceed $100,000 in total for the purchase of single jet water meters for the City's water system (Water Enterprise Fund).

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

(23) Authorized the issuance of a blanket purchase order to Flo-Systems, Inc. in an amount not to exceed $75,000 for ongoing repair and maintenance of the City's sewer and stormwater stations (Sewer Fund).

(24) Authorized the City Manager to execute a one-year contract with the Society for the Prevention of Cruelty to Animals Los Angeles for animal sheltering services, not to exceed $28,200 (General Fund).

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

(26) Authorized the City Manager to execute a one-year contract with AT&T Connection Services for communications related to mobile data computers and radio sites, not to exceed $39,400 (General Fund).

(27) Authorized the City Manager to execute a one-year contract amendment and/or purchase order with Tyler Technologies who provide financial software to manage the City's General Ledger, Accounts Receivable, Accounts Payable, Payroll, and Human Resources. This item is for annual licensing, maintenance, and support of these systems not to exceed $40,600 (General Fund).
12. Awarded a standard Public Works Contract No. 4187, in a form approved by the City Attorney, to the lowest responsible bidder, All American Asphalt, Inc., in the amount of $261,629 for Lairport Street rehabilitation from Mariposa Avenue to Maple Avenue. Project No.: PW 10-04 and pavement repair of a section of the Joslyn Center parking lot damaged by tree roots. (Fiscal Impact: $288,000)

13. PULLED FOR DISCUSSION BY COUNCIL MEMBER JACOBSON

14. Approved request from the El Segundo Kiwanis Club to operate a Beer Garden in the food court section of the Kiwanis sponsored 35th Annual Richmond Street Fair, subject to compliance with all Alcohol Beverage Commission regulations and permits, on Saturday, September 24, 2011 from 11:00 am – 5:00 pm (Fiscal Impact: None)

15. PULLED FOR DISCUSSION BY COUNCIL MEMBER BRANN

MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Brann to approve Consent Agenda Items 2, 3, 7, 9, 10, 11, 12, and 14. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA

4. Consideration and possible action regarding a 2-year approval to waive fees for recurring City co-sponsored annual Special Events, in which the City provides support services and/or facilities at no cost to the organizing group. (Fiscal Impact: $122,480 over 2 years)

MOTION by Council Member Fuentes, SECONDED by Mayor Pro Tem Fisher to waive fees for recurring City co-sponsored annual Special Events, in which the City provides support services and/or facilities at no cost to the organizing group. (Fiscal Impact: $122,480 over 2 years) MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

6. Consideration and possible action to (1) accept a donation from El Segundo resident Craig Zinn, Jr. to build a new storage unit at the Joslyn Center at Recreation Park for his Boy Scout Eagle Project; (2) adopt a Resolution to approve the plan for the project; (3) authorize the City Manager to execute a contract with Craig Zinn, Jr. and his parent/guardian in a form approved by the City Attorney.

MOTION by Council Member Fuentes, SECONDED by Council Member Jacobson to accept a donation from El Segundo resident Craig Zinn, Jr. to build a new storage unit at the Joslyn Center at Recreation Park for his Boy Scout Eagle Project; adopt Resolution No. 4734 to approve the plan for the project; authorize the City Manager to execute Contract No. 4188 with Craig Zinn, Jr. and his parent/guardian. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0
8. Consideration and possible action regarding a request for a new Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol (Type 41 – On-Sale Beer and Wine) at a new bakery and cafe located at 131 West Grand Avenue, Suite A (Schat’s Bakery Cafe), EA No. 933 for AUP No. 11-08. Applicant: David Schat (Fiscal Impact: N/A)

MOTION by Council Member Fuentes, SECONDED by Council Member Brann to receive and file report without objecting to a new Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol (Type 41 – On-Sale Beer and Wine) at a new bakery and cafe located at 131 West Grand Avenue, Suite A (Schat’s Bakery Cafe). MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

13. Consideration and possible action to award a non-exclusive franchise to Consolidated Disposal Service, LLC for residential and municipal solid waste hauling services. (Fiscal Impact: $3,565,500 over 7 years) Authorized the Mayor to execute a 7-year Franchise Agreement No. 4189 in a form approved by the City Attorney with Consolidated Disposal Services, LLC in the amount of $3,565,500 which represents $489,950 annually for the first three years, and $523,913 annually for the remaining four years of the contract.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Fisher to award a non-exclusive franchise to Consolidated Disposal Service, LLC for residential and municipal solid waste hauling services. (Fiscal Impact: $3,565,500 over 7 years) Authorize the Mayor to execute a 7-year Franchise Agreement No. 4189 in a form approved by the City Attorney with Consolidated Disposal Services, LLC in the amount of $3,565,500 which represents $489,950 annually for the first three years, and $523,913 annually for the remaining four years of the contract. To include clarifying contract to: (1) change title to clarify contract is for residential properties with four units or less; (2) missed collections will be picked up on the next day; (3) the agreement will not use the term “exclusive” but shall provide that the City shall not award a contract to another entity to provide the service to the same properties covered by the agreement; and (4) that the vehicle insurance policy can contain a pollution exclusion so long as Consolidated provides proof that its environmental/pollution insurance policy covers damages caused by its vehicles. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

15. Consideration and possible action to amend the City’s existing contract with Liebert Cassidy Whitmore (“LCW”) the law firm that provides the City with specialized labor and personnel legal services. The amendment seeks an approximate 12.5% rate increase. (Fiscal Impact: City Staff will offset the hourly increase with lower utilization of LCW services and there will be no budgetary impact for FY 2011-2012)

MOTION by Mayor Busch, SECONDED by Council Member Fuentes to approve increasing billing rates by approximately 12.5% for a term of two years and authorize the City Manager to execute the amendment to Contract. No. 3365. MOTION PASSED
BY THE FOLLOWING VOICE VOTE. AYES: BUSCH, FISHER, JACOBSON, FUENTES. NOES: BRANN. 4/1

F. NEW BUSINESS

G. REPORTS – CITY MANAGER - NONE

H. REPORTS – CITY ATTORNEY - NONE

I. REPORTS – CITY CLERK - NONE

J. REPORTS – CITY TREASURER - NONE

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes – Reported on the 911 Ceremony; the Promotional Ceremony for Sgt. Vince Martinez; the volunteer luncheon; AYSO kick-off party; El Segundo High School Football Field opening; and the Chamber of Commerce Breakfast on September 27, 2011.

Council Member Brann – Reported on the Pancake Breakfast on September 10, 2011

Council Member Jacobson - NONE

Mayor Pro Tem Fisher - NONE

Mayor Busch – Thanked staff for the 911 preparations; spoke on Hero’s Night sponsored by the Four-Square Church; thanked all of the City volunteers; USPS letter regarding the retail service closure on Main Street. Also noted LA County Registrar Recorder sent notice that Sample Ballots may now be received electronically.

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

Helmet Knueppel, Resident; spoke regarding the Liebert Cassidy Whitmore contract.

James Carver, President of the Employees Union, stated that Liebert Cassidy Whitmore was a very professional firm and they always were fair and provided good service.

MEMORIALS – NONE
ADJOURNMENT at 8:40 p.m.

Cindy Mortesen, City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL

WEDNESDAY, SEPTEMBER 28, 2011 – 5:00 P.M.

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 - Present

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

Mike Robbins, resident, spoke regarding the proposed contracts with City labor groups and requested that more time be given to review the documents.

SPECIAL ORDER OF BUSINESS:

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

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -0- Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

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

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

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -6- matters
1. Represented Group: Police Support Services Employees Association (PSSEA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

2. Represented Group: City Employees Association (CEA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

3. Represented Group: Firefighters Association (FFA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

4. Represented Group: Police Officers Association (POA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

5. Represented Group: Police Managers Association (PMA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

6. Unrepresented Group: Executive Management Staff
   (includes all employees not in bargaining units)
   Negotiator: Mark Hensley, City Attorney

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

ADJOURNMENT at 7:05 p.m.

Cathy Domann, Deputy City Clerk

5:30 P.M. OPEN MEETING - CANCELLED

SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
AGENDA DESCRIPTION:
Consideration and possible action regarding second reading of Ordinance No. 1464 amending the El Segundo Municipal Code § 1-6-4 Regarding Employment Exclusions from Civil Service to include the Economic Development Analyst.

RECOMMENDED COUNCIL ACTION:
1. Second reading by title only and adoption of Ordinance No. 1464.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. 1464 amending El Segundo Municipal Code § 1-6-4 regarding Employment Exclusions from Civil Service.

FISCAL IMPACT: N/A

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ORIGINATED BY: Lisa Jenkins, Senior Human Resources Analyst
REVIEWED BY: Deborah Cullen, Director of Finance/Human Resources
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:
At the regular City Council Meeting of September 20, 2011, the City Council approved the creation of and salary allocation for a class specification for Economic Development Analyst. As Staff is recommending that this classification be designated “At-Will”, the staff report for this agenda item also contained the introduction and first reading of an amendment to the Municipal Code regarding classifications excluded from the classified service. Staff is now recommending the passage and adoption of this proposed Municipal Code amendment.
ORDINANCE NO. 1464

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE §1-6-4 REGARDING EXCLUSIONS.

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

SECTION 1: The City Council finds as follows:

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

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

SECTION 2: ESMC § 1-6-4 is amended in its entirety to read as follows:

"Sec 1-6-4. EXCLUSIONS

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

Assistant City Manager
City Attorney
City Manager
City Engineer
Construction Coordinator
Economic Development Analyst
Economic Development Manager
Property Owner Coordinator
Senior Executive Assistant

SECTION 3: Repeal of any provision of the ESMC herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 4: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.
SECTION 5: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances, make a note of the passage and adoption in the records of this meeting, and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 6: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this _____ day of ____________, 2011.

Eric K. Busch, Mayor

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, 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 20th day of September 2011, 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 ____________, 2011, 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

Deputy City Attorney
AGENDA DESCRIPTION:

Consideration and possible action regarding approval of a Funding Agreement ("FA") between the City of El Segundo and the Los Angeles County Metropolitan Transportation Authority (LACMTA) setting the terms for the receipt of Measure R grant funds in the amount of $2,500,000 for the design and construction of Maple Avenue Arterial Improvements Project between Sepulveda Boulevard and Parkview Avenue. Metro Project ID No. MR312.22 and FTIP # LA0G727. (Fiscal Impact: Measure R Grant Revenue of $2,500,000)

RECOMMENDED COUNCIL ACTION:

1. Approve Funding Agreement.
2. Authorize the City Manager to execute the FA, approved by the City Attorney.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Draft Funding Agreement

FISCAL IMPACT: None

Amount Requested: $0
Additional Appropriation: No
Account Number(s):

ORIGINATED BY: Maryam M. Jonas, Principal Engineer

REVIEWED BY: Stephanie Katsouleas, Public Works Director

APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:

On January 18, 2011, the City Council adopted a resolution and approved the list of Capital Projects recommended for South Bay Highway Program (SBHP) funding which is a component of Measure R. The one-half cent sales tax approved by the Los Angeles County voters in 2008 will provide $906 million dollars to meet the transportation needs of the County over the next 30 years and will improve the operation of state highways, including Sepulveda Blvd, I-405, I-110, I-105 and SR 91. Phase 1 of Measure R identifies funding for 40 projects which includes the Maple Avenue Rehabilitation Project.

The attached funding agreement allocated $2,500,000 for Maple Avenue. The project includes design, construction and construction management to improve the lane access and traffic flow on Maple Avenue by rehabilitating the existing pavement and constructing a storm drain system that will adequately convey a 50 year storm flow.
The Assistant City Attorney reviewed and approved the proposed Funding Agreement. Staff anticipates retaining a consultant to prepare environmental assessment report and engineering design by January 2012 and to complete the project construction by September 2013.

This project is funded through the measure R grant funds and has no matching fund requirements. The Measure R Highway Program is a cost-reimbursement program and it is subject to annual audit requirements by Metro.
SOUTH BAY MEASURE R HIGHWAY PROGRAM
FUNDING AGREEMENT

This Funding Agreement ("FA") is dated for reference purposes only August 31, 2011, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of El Segundo ("Grantee") for - LACMTA Project ID# MR 312.22 and FTIP# LA0G727.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the “Ordinance”), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as “Measure R” and became effective on January 2, 2009;

WHEREAS, the funding set forth is intended to fund DESIGN AND CONSTRUCTION of the N69 – Maple Avenue Arterial Improvements from Sepulveda Boulevard to Parkview Avenue (the “Project”).

WHEREAS, the LACMTA Board, at its February 24, 2011 meeting, programmed $2,500,000 in Measure R Funds to City of El Segundo for design and construction of the Project, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed for $300,000 in design and $2,200,000 in construction of the project as follows: $2,500,000 in Measure R Funds in FY 2011-12. The total designated for design and construction of the Project is $2,500,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the FA
2. Part II - General Terms of the FA
3. Attachment A - Project Funding
4. Attachment B - Expenditure Plan Guidelines
   Attachment B1 – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C - Scope of Work
6. Attachment D - Reporting and Expenditure Guidelines
7. Attachment D1 - Monthly Progress Report
8. Attachment D2 – Quarterly Expenditure Report
9. Attachment E - Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F - Special Grant Conditions
11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.
IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: ___________________________ Date: _______________________
    Arthur T. Leahy
    Chief Executive Officer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: ___________________________ Date: 9/8/11
    Deputy

GRANTEE:

CITY OF EL SEGUNDO

By: ___________________________ Date: _______________________
    Doug Willmore
    City Manager

APPROVED AS TO FORM:

By: ___________________________ Date: _______________________
    Mark Hensley
    City Attorney

ATTEST:

By: ___________________________ Date: _______________________
    Cindy Mortesen
    City Clerk

Rev: 06.20.11
PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): N89 – Maple Avenue Arterial Improvements from Sepulveda Boulevard to Parkview Avenue – Design, and Construction. LACMTA Project ID# MR312.22 FTIP# LA0G727.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of the following: Measure R Funds.

2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $2,500,000 (the "Fund") for the Project. LACMTA Board of Directors' action of February 24, 2011 granted the Measure R Funds for the Project. The Funds are programmed over Fiscal Years (FY) FY 2011-12.

3. This grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Monthly Progress Report and the Quarterly Expenditure Report. Grantee Funding Commitment if applicable must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.

4. Attachment A the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the Grantee Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. Attachment B1 is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. Grantee shall submit annually to LACMTA no later than December 31st an update to Attachment B1 for review by LACMTA for budget and programming purposes. Acceptance of any changes to the document will be conveyed by amendment to this FA. GRANTEE shall update the Expenditure Plan annually, such update shall be submitted to LACMTA's Executive Director of Highway Program in writing. If the LACMTA's Executive Director of Highway Program concurs with such updated Expenditure Plan in writing, Attachment B1 shall be replaced with the new Attachment B1 setting forth the latest approved Expenditure Plan. Payments under this agreement shall be consistent with Attachment B1 as revised from time to time.
6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapping policy in Part II, Section 9, and a description of the Project limits. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below.

7. No changes to this FA, including but not limited to the Funds; and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** - the Reporting & Expenditure Guidelines; Grantee shall complete the "Monthly Progress Report and the Quarterly Expenditure Report." The Monthly Progress and Quarterly Expenditure Report are attached to this FA as Attachments D1 and D2 in accordance with Attachment D - Reporting and Expenditure Guidelines.

9. **Attachment E** the "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at http://program.metro.net. All projects that receive funding through Measure R must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee’s ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) Expenditure Plan, (v) FTIP Project Sheet or (vi) Special Grant Conditions shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, or its schedule, Project Funding, Financial Plan, the Scope of Work, including its schedule.
11. LACMTA's Address:
    Los Angeles County Metropolitan Transportation Authority
    One Gateway Plaza
    Los Angeles, CA 90012
    Attention: Fulgene Asuncion, MS: 99-22-9
    PHONE: (213) 922-3025
    EMAIL: asunicontf@metro.net

12. Grantee's Address:
    City of El Segundo
    350 Main Street
    El Segundo, CA 90245
    Attention: Maryam Jonas
    PHONE: (310) 524-2361
    E-MAIL: MJonas@elsegundo.org
PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the date this FA is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA is executed shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENDED OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor’s control over the Project. LACMTA’s share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Sections 6.1 of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA Project ID# MR312.22 and FA# MOU.MR312.22
Project Manager: Fulgene Asuncion, MS: 99-22-9

4. USE OF FUNDS:

4.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.
4.2 **Attachment C** shall constitute the agreed upon Scope of Work between LACMTA and Grantee for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee.

4.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee’s contracting procedures and consistent with State law as appropriate. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay “in-house” staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: Grantee shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to Grantee Funding Commitment ratio.

5. **REIMBURSEMENT OF FUNDS**

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at [www.metro.net/projects_studies/call_projects/ref_docs.htm](http://www.metro.net/projects_studies/call_projects/ref_docs.htm). Grantee must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Report. Grantee Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter’s payment.

6. **REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:**

6.1 Grantee shall submit the Monthly Progress Report (Attachment D1) within seven (7) days from the last day of each month and submit the Quarterly Expenditure Report (Attachment D2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports,
LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, approved. The Monthly Progress and the Quarterly Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Monthly Progress and Quarterly Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for Grantee's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for Grantee's contractors, consultants and suppliers expenditures submitted to LACMTA through Grantee's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

6.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as “records”) shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.
6.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of Grantee and its contractors related to the Project, and shall be allowed to interview any employee of Grantee and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 Grantee shall be responsible for ensuring all contractors/subcontractors for the Project comply with the terms of the Ordinance. Grantee shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 Grantee shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.10 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. Grant

This is a one time only grant of the Measure R Funds are subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.
8. SOURCES AND DISPOSITION OF FUNDS:

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee may request additional Measure R funds from its sub-region earmark pending support of the sub-region’s Governing Board, the South Bay Cities Council of Governments (SBCCOG). A particular sub-region’s Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 Grantee shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by Grantee prior to the execution of this FA (prior to the LACMTA Chief Executive Officer’s signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee’s own risk.

8.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

9.1 Grantee must demonstrate timely use of the Funds by:

(i) executing this FA within ninety (90) days of receiving formal transmittal of the FA from LACMTA, or by December 31 of the
first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this FA. Contracts for construction or capital purchase shall be executed within nine (9) months from the date of completion of design; and

(iii) submitting the Monthly Progress and Quarterly Expenditure Report as described in Part II, Section 6.1 of this FA; and

(iv) expending the Funds granted under this FA for allowable costs within five years or 60 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2011-12 are subject to lapse by June 30, 2016.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, which may require that any reprogrammed funds be returned to the sub-region. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. **DEFAULT:**

A Default under this FA is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein; or (ii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA’s prior written consent or approval as provided herein.

11. **REMEDIES:**

11.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Grantee.
11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS:

12.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA’s contribution to the Project. For purposes of this Agreement, “Communications Materials” include, but are not limited to, newsletters and other printed materials, advertising, websites and electronic media, and construction site signage.

12.2 Grantee shall ensure that at a minimum, all Communications Materials shall include (i) the phrase “A Measure R project funded by Metro”; and (ii) the Metro logo. Further guidance on acknowledging LACMTA contribution is provided in the Communications Materials guidelines available from the LACMTA Communications Division.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

12.4 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 12.

12.5 Grantee shall notify the LACMTA Chief Communications Officer or his/her designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA’s sole discretion.

12.6 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

12.7 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 12.

13. OTHER TERMS AND CONDITIONS:

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach thereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority.
13.2 Grantee is obligated, to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to Grantee Funding Commitment ratio) shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this FA; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 Grantee shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the
most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 Grantee agrees that the applicable requirements of this FA shall be included in every contract entered into by Grantee or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 Grantee shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA’s sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

13.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of Attachment F-1. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.14 Grantee will advise LACMTA prior to any key Project staffing changes.
13.15 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.16 Grantee in the performance of the work described in this FA is not a contractor nor an agent or employee of LACMTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.
# Attachment A - Project Funding

**Measure R Program - Funding Agreement Projects - FA # MOU.MR312.22**

Project Title: N69 - Maple Ave Arterial Improvements from Sepulveda Blvd. to Parkview Ave  
Project #: MR312.22

## Programmed Budget - Sources of Funds

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Rev. 07.01.10  
FA-Measure R Funding Agreement  
Attachment A Project Funding
ATTACHMENT B
EXPENDITURE PLAN GUIDELINES

State Law Requires All Measure R Project and Program Sponsors to Submit an
Expenditure Plan.

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by
state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan
Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to
capital project or program sponsors until an expenditure plan containing the following elements is submitted,
reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be
submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the
  projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and
  program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the
Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation
Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including,
  but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-
ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead,
  environmental and permit work, design and engineering, right-of-way, construction/installation (including
  maintenance facilities, rail yard, equipment and other major components), construction/installation support,
  interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety,
  energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any
  federal, state, local, or private funding identified for the project if applicable including a 3% local funding
  contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the
  source funds are in current or year-of-expenditure dollars;
- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described
  above; and;
- The expected completion by month and year of project or program completion.
ATTACHMENT B
EXPENDITURE PLAN GUIDELINES

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section 6 (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required to this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.
## ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

**Measure R Program - Funding Agreement Projects - FA# MOU.MRXXX.XX**

**Project Title**: MOU.MRXXX.XX

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**SUMMARY OF ALL FUNDS**

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ATTACHMENT C

SCOPE OF WORK

Design and Construction

City of El Segundo

PROJECT TITLE: Maple Avenue Arterial Improvements

PROJECT LOCATION:
The project is located in the City of El Segundo, in the South Bay region of Los Angeles County.

PROJECT LIMITS:
The project limits are Sepulveda Boulevard (Highway 1) on the west and the Parkview Drive N. on the east. It parallels Imperial Highway and connects to the 105 freeway.

NEXUS TO HIGHWAY OPERATION DEFINITION / PROJECT PURPOSE:
Maple Avenue is an east-west arterial and a primary access route between the 105 FWY and State Route 1 (Sepulveda Boulevard). The primary purpose of this project is to facilitate traffic movements to better serve existing traffic patterns. The proposed project would provide an alternative route that would cause a diversion of existing traffic from Sepulveda Boulevard. Traffic will use the newly paved street to avoid the Sepulveda/Imperial intersection and congested portion of Imperial Highway. This project will alleviate congestion on Sepulveda Boulevard, provide an easier access to the 105 FWY and a much better driving experience on Maple Avenue.

PROJECT BACKGROUND:

Maple Avenue is located east of Sepulveda Boulevard (Highway 1) to Douglas Street. The route has become an increasingly significant commercial corridor in the last ten years with office, retail and other major employers such as Boeing and USAFB. The proposed Maple Avenue project is about 2,700 feet and it is the main arterial roadway connecting west of the City to 105 Freeway. It is also adjacent to and intersects Highway 1 (Sepulveda Boulevard). This project will provide an additional east-west route between Highway (1) and the 105 freeway, an alternate route to the parallel east – west arterial of Imperial Highway and El Segundo Boulevard. Once the project is complete, the on-ramp at Parkview Drive will serve as the primary local access to the 105 freeway providing an alternative travel route and reducing the congestion at the 105 on-ramp on Imperial Highway. Maple Avenue will also provide a secondary route to off-ramp of the 105 freeway at Nash Street.
PROJECT SCOPE:

The project consist of design, construction and construction management to rehabilitate the existing pavement, construct a storm drain system to improve lane access and traffic, storm water manhole and catch basins on Maple Avenue that will adequately convey a 50 year storm flow.

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ATTACHMENT C - Location Map

Maple Avenue from Sepulveda Boulevard to Parkview Avenue, El Segundo
REPORTING PROCEDURES

- Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) are required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit the reports to the LACMTA at P.O. Box 512296, Los Angeles, CA 90051-0296. Please note that letters or other forms of documentation may not be substituted for this form.

- The Monthly Progress Report and the Quarterly Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Measure R allocation update process and the Funds may be deobligated and reprogrammed by the LACMTA Board.

- The Monthly Progress Report is due to the LACMTA as soon as possible on the last day of each month. The Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

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<td>May 31</td>
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<td>April - June</td>
<td>August 31</td>
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Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (MOU Attachment C) is considered ineligible and will not be reimbursed by the LACMTA unless prior written authorization has been granted by the LACMTA Chief Executive Officer or his designee.
FA SOUTH BAY MEASURE R HIGHWAY PROGRAM - ATTACHMENT D
REPORTING & ADMINISTRATIVE GUIDELINES

- Any expense charged to the grant or local match, including in-kind, must be clearly and
directly related to the project.

- Any activity or expense charged as local match cannot be applied to any other LACMTA-
funded or non-LACMTA-funded projects; activities or expenses related to a previously
funded project cannot be used as local match for the current project.

- Administrative cost is the ongoing expense incurred by the Grantee for the duration of
the project and for the direct benefit of the project as specified in the Scope-of-Work
(Attachment C). Examples of administrative costs are personnel, office supplies, and
equipment. As a condition for eligibility, all costs must be necessary for maintaining,
monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses
must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee
prior to the execution of the MOU, unless written authorization has been granted by the
LACMTA Chief Executive Officer or her designee.

- The MOU is considered executed when the LACMTA Chief Executive Officer or her
designee signs the document.

DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather
than funds, the following contributions may be included:
  - Costs incurred by a local jurisdiction to successfully complete the project.
    Examples include engineering, design, rights-of-way purchase, and construction
    management costs.
  - Donations of land, building space, supplies, equipment, loaned equipment, or
    loaned building space dedicated to the project.
  - Donations of volunteer services dedicated to the project.
  - A third-party contribution of services, land, building space, supplies or equipment
dedicated to the project.

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and
necessary, consistent with established practices of the organization, and consistent with
industry standard of pay for work classification.

- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to
reflect a “reasonable and customary” level. For detail definition of “reasonable cost”,
please refer to the Federal Register OMB Circulars A-87 Cost Principals for State and
Local Governments; and A-122 Cost Principals for Nonprofit Organizations.

- In-eligible Expenditures: Any activity or expense charged above and beyond the approved
Scope-of-Work is considered ineligible.
LACMTA
(FA) South Bay Measure R Funding Agreement - ATTACHMENT D1
MONTHLY PROGRESS REPORT

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO
P.O. Box #512296, Los Angeles, CA 90051-0296 after the close
of each month. Please note that letters or other forms
of documentation may not be substituted for this form. Refer to the
Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE:

FA #:

MONTHLY REPORT SUBMITTED FOR: Month: __________ Year: __________

DATE SUBMITTED: __________

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<th>GRANTEE Contact / Project Manager</th>
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### LACMTA
**South Bay Measure R Funding Agreement - ATTACHMENT D1**
**MONTHLY PROGRESS REPORT**

#### 1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW.

GraniteS must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA,

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<td>Develop Solicitation Package</td>
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<td>Fully Executed Contract</td>
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</table>
LACMTA
(FA) South Bay Measure R Funding Agreement - ATTACHMENT D1
MONTHLY PROGRESS REPORT

2. PROJECT COMPLETION
Based on the comparison of the original and actual project milestones schedules above, project is (select only one):

☐ Ahead of original FA schedule
☐ On schedule per original FA schedule
☐ Less than 12 months behind original schedule
☐ More than 24 months behind original schedule
☐ Between 12-24 months behind original schedule

3. TASKS / MILESTONES ACCOMPLISHED
List tasks or milestones accomplished and progress made this month.

4. PROJECT DELAY
If project is delayed, describe reasons for delay (this month). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous months, please indicate by writing “Same as Previous Month.”

5. ITEMS TO RESOLVE DELAY
If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

Issue(s) | Targeted Resolution/Response Date
---------|---------------------------

6. COST SUMMARY

<table>
<thead>
<tr>
<th>FA Milestones</th>
<th>Project Budget Changes</th>
<th>LACMTA Approved Changes</th>
<th>Current Approved Budget Changes</th>
<th>Expenditures to Date</th>
<th>Estimate At Completion</th>
<th>Cost Variance</th>
<th>Percent Completed By Dollar Amount</th>
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<tbody>
<tr>
<td>CONSTRUCTION Support</td>
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<td>CONSTRUCTION</td>
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</table>

6. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER
This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risks. This section requires periodic updates as the project progresses and as risk events occur.

<table>
<thead>
<tr>
<th>Risk Category</th>
<th>Risk Event</th>
<th>Risk Potential (Low/Medium/High)</th>
<th>Risk Mitigation Strategies</th>
<th>Action</th>
<th>Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
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<tr>
<td>Planning</td>
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<td>Construction</td>
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<td>Bid/Award</td>
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<tr>
<td>Third Party</td>
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</tr>
</tbody>
</table>

I certify that I am the responsible Project Manager or fiscal officer and representative of ___________ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature ____________________________
Date ____________________________

Name ____________________________
Title ____________________________
## Quarterly Expense Report

**LACMTA**

(FA) South Bay Measure R Funding Agreement - ATTACHMENT D2

**QUARTERLY EXPENSE REPORT**

<table>
<thead>
<tr>
<th>Grantee To Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoice #</td>
</tr>
<tr>
<td>Invoice Date</td>
</tr>
<tr>
<td>FA #</td>
</tr>
<tr>
<td>Quarterly Report #</td>
</tr>
</tbody>
</table>

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO

P.O. Box #512296, Los Angeles, CA 90051-0296 after the close

of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may not be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment D) for further information.

**SECTION 1: QUARTERLY EXPENSE REPORT**

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

<table>
<thead>
<tr>
<th>LACMTA Measure R Grant $</th>
<th>LACMTA Prop C 25% $</th>
<th>Other Funding %</th>
<th>Total $</th>
</tr>
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<tbody>
<tr>
<td>Project Quarter Expenditure</td>
<td></td>
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<tr>
<td>This Quarter Expenditure</td>
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<tr>
<td>Retention Amount</td>
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<tr>
<td>Net Invoice Amount (Less Retention)</td>
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<tr>
<td>Project-To-Date Expenditure</td>
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<tr>
<td>Funds Expended to Date (Include this Quarter)</td>
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<tr>
<td>Total Project Budget</td>
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<tr>
<td>% of Project Budget Expended to Date</td>
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<tr>
<td>Balance Remaining</td>
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</table>
LACMTA
(FA) South Bay Measure R Funding Agreement - ATTACHMENT D2
QUARTERLY EXPENSE REPORT
SECTION 2: GENERAL INFORMATION

PROJECT TITLE: 

FA #: 

QUARTERLY REPORT SUBMITTED FOR:

|-------------|-----------|-----------|-----------|-----------|

| Quarter: | Q1: Jul - Sep | Q2: Oct - Dec | Q3: Jan - Mar | Q4: Apr - Jun |

DATE SUBMITTED: 

<table>
<thead>
<tr>
<th>LACMTA Area Team Representative / Project Mgr.</th>
<th>Name:</th>
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<tbody>
<tr>
<td>Area Team:</td>
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<tr>
<td>Phone Number:</td>
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<td>e-mail:</td>
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<table>
<thead>
<tr>
<th>GRANTEE Contact / Project Manager</th>
<th>Contact Name:</th>
</tr>
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<tbody>
<tr>
<td>Job Title:</td>
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<tr>
<td>Department:</td>
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<td>City / Agency:</td>
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<td>Mailing Address:</td>
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<td>Phone Number:</td>
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<td>e-mail:</td>
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</table>
SECTION 3: PROGRESS REPORT

1. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

2. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

3. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.
LACMTA  
(FA) South Bay Measure R Funding Agreement - ATTACHMENT D2  
QUARTERLY EXPENSE REPORT  

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Invoice #</th>
<th>Total Expenses/Charges</th>
<th>$ Charged to LACMTA Grant</th>
<th>$ Charged to Local Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>

**TOTAL**

**Notes:**
1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

**Invoice Payment Information:**
LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.

ACH Request Forms can be found at www.metro.net/califorprojects.

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

---

I certify that I am the responsible Project Manager or financial officer and representative of __________________________ and that to the best of my knowledge and belief the information stated in this report is true and correct.

**Signature** __________________________  **Date** ____________

**Name** __________________________  **Title** __________________________

Rev: 04.20.11  South Bay Measure R FA - ATTACH D2 - QUARTERLY EXPENSE REPORT
Los Angeles Metropolitan Transportation Authority
2011 Federal Transportation Improvement Program ($000)

<table>
<thead>
<tr>
<th>System</th>
<th>Local Hwy</th>
<th>Route</th>
<th>Postmile</th>
<th>Distance</th>
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<th>Lane # Exit</th>
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<th>Improv Desc</th>
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<th>Toll Collect Loc</th>
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<th>Envir Doc</th>
<th>CATEGORICALLY EXEMPT</th>
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Program Code: NCRG1 - ROAD REPLC & REHAB (NO LN ADD)

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<td>Ursa: Los Angeles-Long Beach-Santa Ana</td>
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<td>EA #:</td>
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<th>13/14</th>
<th>14/15</th>
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<td>$2,000</td>
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- General Comment: The project study report is complete. Environmental document is being prepared for Notice of Exemption.
- Molding Comment:
- TCM Comment:
- Narrative: New Project

MR20H: Add funds in 11/12 in ENG for $2250, CON for $2,250
Total project cost $2,500

Last Revised: Amendment 11-12 - Submitted
Change reason: New project
Total Cost: $2,500
LACMTA has asked the South Bay Cities Council of Governments (SBCCOG) to provide program administration and project development and oversight over the Project in conjunction with LACMTA. In order to do so, the SBCCOG shall obtain a copy from LACMTA or through LACMTA’s Project Database of each Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) at the time Grantee submits the reports to LACMTA. The SBCCOG, through the Monthly Progress Reports, shall monitor progress of the Project schedule and budget and provide periodic reports to LACMTA on the status of the Project. The SBCCOG shall also monitor and report to LACMTA on overall program-level schedule and budget to identify and evaluate any problems that may result in Project delays or cost overruns.

The Monthly Progress Reports (Attachment D1) shall include, but are not limited to, project progress, use of funds during the previous month, the milestones progress vs. costs, risk management plan, expenditures to date, funds committed and forecast at completion, updated Project schedule vs. Project baseline and identifying any major problems and proposed solutions. If a potential cost overrun is identified, the monthly report must detail the cost overrun and provide a recovery proposal.

The Quarterly Expenditure Reports (Attachment D2) provided by the Grantee to LACMTA shall be used by the SBCCOG for monitoring and reporting program expenditures to LACMTA.

For modifications that affect the terms of this FA, such as changes to project funding, scope or schedule, Grantee must obtain evidence of SBCCOG concurrence to modifications before formally requesting LACMTA for an amendment to this FA in writing.
AGENDA DESCRIPTION:

Consideration and possible action to adopt a resolution to abandon an existing water easement at 616 and 620 West Imperial Avenue.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Adopt the proposed resolution of intention to abandon an existing water easement.
2. Alternatively, discuss and take other action related to this item

ATTACHED SUPPORTING DOCUMENTS:

Resolution
Exhibit – Map of the proposed abandonment site

FISCAL IMPACT: None

Amount Requested: $  
Additional Appropriation: No  
Account Number(s):

ORIGINATED BY: Maryam M. Jonas, Principal Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Doug Willmore, Acting City Manager

BACKGROUND AND DISCUSSION:

The Public Works Department received a request from the Olson Company to abandon the City blanket water easement for operation at 616 and 620 West Imperial Avenue. The easement is identified as a water easement to “lay, maintain, repair, restore the size of, and remove pipes and conduits in, upon under or across said premises for the purpose of distributing and supplying water for domestic, industrial and irrigation purposes.” The easement which affects the entire project site was granted to the Sausal Redondo Water Company No. 1 on August 18, 1925. The City of El Segundo was the successor agency to the Sausal Redondo Water Company No. 1 for the subject water easement.

An easement vacation is governed by section 8300 of the Streets and Highways code. The procedure is as follow:

- The City Council starts the process by adopting a Resolution of Intention to schedule a public hearing.
- Two newspaper publications are then required along with posting of the proposed abandonment.
• Utility companies are notified of their opportunity to retain an easement.
• The hearing is conducted at least 15 days after the Resolution of Intention is adopted.
• The Resolution approving the abandonment is adopted, with appropriate easement reservations and/or conditions applied.
• The area to be abandoned can be less than or equal to that shown on the Resolution of Intention, but not more than that.
• Multiple abandonments can be done through a single procedure.

The action proposed in this report will result in a hearing at the November 1, 2011 City Council meeting. At that time, City Council will have the option to approve the proposed abandonment, along with appropriate and/or easement reservations. Please note that on September 8, 2011, the Planning Commission determined that the proposed easement vacation is consistent with the General Plan.
RESOLUTION NO. _____

A RESOLUTION DECLARING ITS INTENT TO VACATE A WATER EASEMENT WITHIN THE CITY OF EL SEGUNDO.

The City Council of the city of El Segundo resolves as follows:

SECTION 1: The City Council finds and declares that on November 1, 2011, or as soon thereafter as is practicable, it intends to hold a public hearing to consider abandoning a water easement as set forth in attached Exhibit "A," which is attached and incorporated by reference, pursuant to Streets and Highways Code §§ 8300, et seq.

SECTION 2: A public hearing is scheduled for November 1, 2011 at 7:00 p.m. in the City Council Chambers located at 350 Main Street, El Segundo CA 90245. The City Council directs that the City Manager, or designee, provide notice as required by Streets and Highways Code §§ 8322 and 8323.

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

SECTION 4: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this ___ day of _____________ 2011.

______________________________
Eric Busch, Mayor

ATTEST:

______________________________
Cindy Mortesen, City Clerk

Approved as to form:
Mark D. Hensley, City Attorney

By:
______________________________
Karl H. Berger, City Attorney
EXHIBIT A

LOT 2, IN BLOCK 13 OF TRACT NO. 1685 AS DESCRIBED IN BOOK 5176, PAGE 19, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 98 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALL AS PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

ENGINEER/SURVEYOR
PREPARED UNDER THE SUPERVISION OF:

VINCENT W. SCARPATI R.C.E. 33520 DATE
LICENSE EXP. 06/30/2012
AGENDA DESCRIPTION:

Consideration and possible action regarding a request for an Administrative Use Permit to allow the on-site sale and consumption of alcohol (Type 47 – On Sale General for Bona Fide Public Eating Place and Type 58 – Caterer’s Permit) at an existing restaurant within an existing 20-story office tower (Pacific Corporate Towers) located at 222 North Sepulveda Boulevard. Applicant: Hillary Condren. (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:

1. Receive and file this report without objecting to approval of a Type 47 (On-sale General for Bona Fide Public Eating Place) and Type 58 (Caterer’s Permit) ABC license for a restaurant within an office building with outdoor dining at 222 North Sepulveda Boulevard; and/or

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

ATTACHED SUPPORTING DOCUMENTS:

1. Crime and Arrest Statistics by Reporting Districts (RD)
2. Police Reporting Districts Map
3. Planning Commission Staff Report, dated September 22, 2011

FISCAL IMPACT: None

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>N/A</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager

REVIEWED BY: Greg Carpenter, Planning and Building Safety Director

APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:

1. **Background**

In 1995, the City Council directed staff to bring all future ABC licenses to it for review. For alcohol sales at retail establishments, California regulations require a 30-day review and comment period after notifying local police and planning departments. The grounds of a protest, if any, should relate to public health, safety or welfare concerns. Based upon previous Council direction, staff is providing background information regarding this application.
II. **Analysis**

According to the Crime and Arrest statistics report prepared by the Police Department, the proposed hotel restaurant is located in Reporting District (RD) 311. Based on the January – June 2011 reported data prepared by the Police Department, the district had a total of six Part I crimes (criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft and arson) and four Part II crimes for a total of 10 crimes. This district had only 1 felony and misdemeanor arrest. The Reporting District is not considered a high crime area and the Police Department and the Planning and Building Safety Department do not object to the issuance of a Type 47 and Type 58 ABC license at the restaurant.

The existing restaurant and proposed outdoor patio dining area will have a combined area of approximately 5,103 square feet. The new outdoor patio dining area is approximately 2,425 square feet and the existing indoor restaurant is comprised of 885 square feet of dining area and 1,793 square feet non-dining area (kitchen, storage, etc.). The applicant proposes operating hours to sell alcohol daily from 6:30 a.m. to midnight. The applicant is requesting a Type 58 and Type 47 alcohol license which allows liquor to be sold in the restaurant. The proposed project site is located in the Corporate Office (C-O) Zone. The Zone requires approval of a CUP for the proposed outdoor dining (ESMC §15-5D-5) and approval of an AUP to sell alcohol (ESMC §15-5D-4). The restaurant and the proposed outdoor dining area would serve primarily the tenants of the office towers. No entertainment, dancing, or amplified sound is proposed.

On September 15, 2011, the Director of Planning and Building Safety approved an Administrative Use Permit application (EA-915, AUP 11-05) for 222 North Sepulveda Boulevard. The Director’s decision was forwarded to the Commission on September 22, 2011. On September 22, 2011, the Planning Commission chose to Receive and File the Administrative Use Permit for the alcohol licenses and approve the associated Conditional Use Permit for outdoor dining (CUP 11-03) with conditions of approval.

The Department of Alcoholic Beverage Control (ABC) is responsible for running a complete background check on all alcohol license applicants, as well as conducting site inspections, before issuing any type of alcohol license.

III. **Conclusion**

Planning staff recommends that the Council receive and file this report without objecting to the issuance of a Type 47 and Type 58 ABC license for the existing restaurant and proposed outdoor dining area at 222 North Sepulveda Boulevard.
### High Crime Area by Reporting District

<table>
<thead>
<tr>
<th>Reporting District</th>
<th>Part I Crimes</th>
<th>Part II Crimes</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>4</td>
<td>30</td>
<td>34</td>
</tr>
<tr>
<td>102</td>
<td>4</td>
<td>14</td>
<td>18</td>
</tr>
<tr>
<td>103</td>
<td>3</td>
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<tr>
<td>104</td>
<td>10</td>
<td>23</td>
<td>33</td>
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<tr>
<td>105</td>
<td>8</td>
<td>4</td>
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<tr>
<td>106</td>
<td>1</td>
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<td>40</td>
<td>53</td>
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<tr>
<td>108</td>
<td>2</td>
<td>12</td>
<td>14</td>
</tr>
<tr>
<td>109</td>
<td>5</td>
<td>9</td>
<td>14</td>
</tr>
<tr>
<td>110</td>
<td>0</td>
<td>3</td>
<td>3</td>
</tr>
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<td>111</td>
<td>11</td>
<td>33</td>
<td>44</td>
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<tr>
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<td>5</td>
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<td>2</td>
<td>3</td>
</tr>
<tr>
<td>322</td>
<td>1</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>323</td>
<td>3</td>
<td>4</td>
<td>7</td>
</tr>
</tbody>
</table>

**Totals**: 290 (Part I) + 482 (Part II) = 772

Number of Reporting Districts = 53
Total Part I Crimes and Part II Crimes = 772
City Average for all Reporting Districts (772/53) = 15

High Crime Area per B&P Code Section 23958.4 (15 x 120%) = 18
CITY OF EL SEGUNDO

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: September 22, 2011

SUBJECT: Environmental Assessment No. EA-915, Conditional Use Permit No. CUP 11-03 and Administrative Use Permit No. AUP 10-11

APPLICANT: Hillary Condren

PROPERTY OWNER: Pacific Corporate Towers LLC

REQUEST: An Administrative Use Permit request to allow the on-site sale and consumption of alcohol (Type 47 – On Sale General for Bona Fide Public Eating Place and Type 58 – Caterer’s Permit) and outdoor dining at an existing ground-level restaurant within an existing 20-story office tower (Pacific Corporate Towers).

PROPERTY INVOLVED: 222 North Sepulveda Boulevard

I. INTRODUCTION

The proposed project is a request for an Administrative Use Permit to the on-site sale and consumption of alcohol (Type 47 – On Sale General for Bona Fide Public Eating Place and Type 58 – Caterer’s Permit) and outdoor dining at an existing ground-level restaurant within an existing 20-story office tower (Pacific Corporate Towers). The proposed project is located at 222 North Sepulveda Boulevard in the Corporate Office (C-O) Zone. The project site is located at 222 North Sepulveda Boulevard in the Corporate Office (CO) Zone on the block bounded by Grand Avenue to the north, El Segundo Boulevard to the south, Continental Boulevard to the east, and Sepulveda Boulevard to the west.

II. BACKGROUND

The applicant is requesting approval of an Administrative Use Permit to allow the alcohol use throughout the restaurant dining area and Conditional Use Permit for outdoor dining. The proposed restaurant will have combined area of approximately 5,103 square feet. The new outdoor patio dining area is approximately 2,425 square feet and the existing indoor restaurant is comprised of 885 square feet of dining area and 1,793 square feet non-dining area (kitchen,
storage, etc.). The applicant proposes operating hours to sell alcohol daily from 6:30 a.m. to midnight. The applicant is requesting a Type 58 and Type 47 alcohol license which allows liquor to be sold in the restaurant.

The proposed project site is located in the Corporate Office (C-O) Zone. The Zone requires approval of a CUP for the proposed outdoor dining (ESMC §15-5D-5) and approval of an AUP to sell alcohol (ESMC §15-5D-4). The restaurant and the proposed outdoor dining area would serve primarily the tenants of the office towers. No entertainment, dancing, or amplified sound is proposed.

The surrounding land uses are as follows:

<table>
<thead>
<tr>
<th>Land Uses</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: Commercial Office</td>
<td>C-O</td>
</tr>
<tr>
<td>South: Commercial Office</td>
<td>C-O</td>
</tr>
<tr>
<td>East: Commercial Office</td>
<td>C-O</td>
</tr>
<tr>
<td>West: Neighborhood Commercial</td>
<td>C-2</td>
</tr>
</tbody>
</table>

Planning staff reviewed the application and the Planning and Building Safety Director made the necessary findings to grant an Administrative Use Permit. The attached letter specifies all of the required findings for the permit.

III. ANALYSIS

ZONING CONSISTENCY

The following table contains the development standards for the Corporate Office (CO) Zone applicable to the project.

**Table 1: Zoning Consistency**

<table>
<thead>
<tr>
<th>Permitted Uses</th>
<th>Corporate Office (C-O) Zone</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUP for alcohol at restaurant and catering, CUP for outdoor dining ESMC §§ 15-5D-4(A), (B) and 15-5D-5(G)</td>
<td>Accessory on-site sale and consumption of alcohol and outdoor dining. Complies.</td>
<td></td>
</tr>
<tr>
<td>Lot Area</td>
<td>Minimum 10,000 square feet ESMC §15-5D-7(B)</td>
<td>146,797 square feet (3.3 acres) Complies.</td>
</tr>
<tr>
<td>Height</td>
<td>200 feet max. ESMC §15-5D-7(C)</td>
<td>321.5 feet. Existing legal non-conforming. Complies.</td>
</tr>
</tbody>
</table>
| Setbacks | Front: 25 feet  
 Side street (Grand Avenue): 25 feet  
 Side (south): 15 feet.  
 Rear: 10 feet  
 ESMC §15-5D-7(D) | Measured to the exterior of outdoor patios.  
 Front: 152 feet;  
 Side (Grand Avenue): 156 feet;  
 Side (south): 35 feet;  
 Rear: 234 feet.  
 Complies. |
|---|---|---|
| Floor Area | Maximum 0.8:1. Additional FAR may be granted for properties east of Sepulveda Boulevard only, with approval of a transfer of development rights (TDR) plan.  
 ESMC §15-5D-7(F) | No new floor area is proposed. Legal non-conforming.  
 Complies. |
| Walls and Fences | Walls, fences and hedge heights subject to Director of Planning and Building Safety.  
 ESMC §15-5D-7(G), 15-24(A) | Condition of Approval to require barriers around the outdoor dining area to be approved by the Director of Planning and Building Safety.  
 Complies. |
| Outdoor Dining | Required min. 48" walkway width;  
 Overhead elements (e.g., umbrellas) min. clearance of 8 ft. vertical. No projections beyond outdoor dining area. No amplified sound or entertainment without permit.  
 ESMC §15-2-16 | Conditions of Approval to require compliance with the Outdoor Dining requirements.  
 Complies. |
| Landscaping | Five percent (5%) of the at-grade total vehicular use area must be landscaped.  
 ESMC §15-2-14(B) | No new vehicular use area is proposed. No new landscaping is required.  
 Complies |
| Parking | 1:75 for dining areas, 1:250 for non-dining areas.  
 §15-15-6(A) | See Table 2.  
 Complies |

**Off-street Parking**

There are 5,002 existing off-street parking spaces located on the adjacent parking structures for the Pacific Corporate Towers, a commercial office complex comprised of three buildings. The office space in all the buildings is approximately 1.5 million square feet and is required to provide 3,932 parking spaces. The remainder of the uses in the building is comprised of a 10,000 square-foot health club and two existing restaurants. The combined existing uses and proposed outdoor dining area in Pacific Corporate Towers will have
sufficient off-street parking spaces provided in the parking structure as outlined in the chart below.

**Table 2: Off-Street Parking Consistency**

<table>
<thead>
<tr>
<th>Use</th>
<th>Size (square feet)</th>
<th>Standards</th>
<th>Parking Spaces Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Restaurant – dining Area</td>
<td>885</td>
<td>1:75 square feet</td>
<td>(885/75 sf.) = 12 spaces</td>
</tr>
<tr>
<td>Existing Restaurant – nondining area</td>
<td>1,793</td>
<td>1:250 square feet</td>
<td>(1,793/250) = 7 spaces</td>
</tr>
<tr>
<td>Proposed new outdoor dining area</td>
<td>2,245</td>
<td>1:75 square feet, first 200 square feet exempt.</td>
<td>(2,205/75 sf.) = 29 spaces</td>
</tr>
<tr>
<td>Existing restaurant (200 N. Sepulveda Blvd.) – Dining Area</td>
<td>1,034</td>
<td>1:75 square feet, first 200 square feet exempt.</td>
<td>(1034/75 sf.) = 14 spaces</td>
</tr>
<tr>
<td>Existing restaurant (200 N. Sepulveda Blvd.) – nondining Area</td>
<td>2,188</td>
<td>1:250 square feet</td>
<td>(2,188/250) = 9 spaces</td>
</tr>
<tr>
<td>Health Club</td>
<td>10,000</td>
<td>1:150 square feet</td>
<td>(10,000/150) = 67 spaces</td>
</tr>
<tr>
<td>Subtotal (non-Office)</td>
<td>14,923</td>
<td></td>
<td>71 spaces</td>
</tr>
<tr>
<td>Office</td>
<td>1,561,042</td>
<td>• 1:300 for first 25,000 square feet;</td>
<td>• (25,000/300) = 83;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 1:350 for the next 25,000 square feet;</td>
<td>• (25,000/300) = 71</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 1:400 above 50,000 square feet.</td>
<td>• [1,561,042 - 50,000] / (400) = 3,778</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• 3,778 + 83 + 71 = 3,932 spaces</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>1,575,965</strong></td>
<td></td>
<td><strong>4,003 parking spaces required</strong></td>
</tr>
</tbody>
</table>

The parking structure provides 5,002 parking spaces and thus provides 999 parking spaces in excess of the number required for all uses at Pacific Corporate Towers. The applicant will not alter the configuration of the existing parking and loading spaces.

**GENERAL PLAN CONSISTENCY**

The General Plan Land Use Designation of the project site is Corporate Office. The proposed project is consistent with the Goals and Policies of the General Plan as specified in the attached Approval Letter and Resolution.
ADMINISTRATIVE USE PERMIT

In accordance with ESMC §15-22-5, the Planning Commission may grant an Administrative Use Permit if it determines that the following four findings can be met:

1. There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.

2. The proposed use is consistent and compatible with the purpose of the zone in which the site is located.

3. The proposed location and use and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

4. Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic and hazards have been recognized and compensated for.

Planning staff reviewed the application and the Planning and Building Safety Director made the necessary findings to grant an Administrative Use Permit. The attached letter specifies all of the required findings for the permit.

CONDITIONAL USE PERMIT

Pursuant to El Segundo Municipal Code §15-23-4, the Planning Commission is authorized to grant a conditional use permit if it makes the three required findings listed in ESMC §15-23-6. The required findings state that: 1) the proposed location of the conditional use permit is in accord with the objectives of the Title and the purposes of the zone in which the site is located; 2) the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity; and 3) the proposed conditional use will comply with each of the applicable provisions of this Chapter. Facts in support of said findings are outlined in the attached resolution of approval.

Staff believes that there is adequate evidence to support the three required Conditional Use Permit findings subject to the listed conditions of approval in the attached resolution. The Planning Commission may consider and impose
additional conditions which it deems necessary, if it demonstrates a reasonable relationship between the condition it desires to impose and the project's impact.

III. **INTER-DEPARTMENTAL COMMENTS**

The project application and plans were circulated to all departments and all comments are attached to the report. Staff has incorporated those comments as conditions of approval where appropriate.

IV. **ENVIRONMENTAL REVIEW**

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project involves the conversion of an existing outdoor patio into an outdoor dining area. The project includes an Administrative Use Permit to allow the sale of alcohol at the proposed restaurant and a Conditional Use Permit for outdoor dining. The project is a minor alteration of an existing structure. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. Moreover, the project is proposed to be built on a site of not more than five acres surrounded by urban uses. Further, the site has no value as habitat for endangered, rare, or threatened species. There are adequate utilities and public services to serve the project.

V. **RECOMMENDATION**

Planning staff recommends that the Planning Commission adopt Resolution No. 2705 approve of Environmental Assessment No. EA-915 and Conditional Use Permit No. CUP 11-03, and Receive and File the Planning and Building Safety Director's approval of Administrative Use Permit No. AUP 10-15.

VI. **EXHIBITS**

A. Draft Resolution No. 2705.
B. Administrative Use Permit Approval Letter, dated September 15, 2011.
C. Plans.
RESOLUTION NO. 2705

A RESOLUTION APPROVING ENVIRONMENTAL ASSESSMENT NO. EA-915 AND CONDITIONAL USE PERMIT NO. 11-03 TO ALLOW OUTDOOR DINING AT AN EXISTING GROUND-LEVEL RESTAURANT WITHIN AN EXISTING 20-STORY OFFICE TOWER (PACIFIC CORPORATE TOWERS) AT 222 NORTH SEPULVEDA BOULEVARD.

The Planning Commission of the City of El Segundo does resolve as follows:

SECTION 1: The Commission finds and declares that:

A. On March 10, 2011, Hillary Condren filed an application for Environmental Assessment No. EA-915 and Conditional Use Permit No. 11-03 to allow outdoor dining in conjunction with an existing restaurant at 222 North Sepulveda Boulevard;

B. The application was reviewed by the City’s Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code ("ESMC");

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

D. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before this Commission for September 22, 2011;

E. On September 22, 2011, the Commission held a public hearing to receive public testimony and other evidence regarding the application including, without limitation, information provided to the Commission by Continental Development Corporation and its representatives; and

F. The Commission considered the information provided by City staff, public testimony, and Hillary Condren. This Resolution, and its findings, are made, in part, based upon the evidence presented to the Commission at its September 22, 2011, public hearing including, without limitation, the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Factual Findings. The Commission finds that the following facts exist:

A. The subject site is located in the Corporate Office (CO) Zone at 222 North Sepulveda Boulevard.
B. The subject site is currently developed with a 20-story, 321.5-foot tall office tower containing approximately 549,061 square-feet of office uses and a 2,678 square-foot existing restaurant on a 3.3-acre parcel on the block bounded by Grand Avenue to the north, El Segundo Boulevard to the south, Continental Boulevard to the east, and Sepulveda Boulevard to the west.

C. The proposed restaurant will have a combined area of approximately 5,103 square feet. The new outdoor patio dining area is approximately 2,425 square feet and the existing indoor restaurant is comprised of 885 square feet of dining area and 1,793 square feet non-dining area (kitchen, storage, etc.).

D. The subject site has 5,002 existing off-street parking spaces located on the adjacent parking structures for the Pacific Corporate Towers, a commercial office complex comprised of three buildings. The office space in all the buildings is approximately 1.5 million square feet and is required to provide 3,932 parking spaces. The remainder of the uses in the building is comprised of a 10,000 square-foot health club and two existing restaurants and these uses require 71 parking spaces. The combined existing uses and proposed outdoor dining area in Pacific Corporate Towers will have sufficient off-street parking spaces provided in the parking structure. The parking structure provides 5,002 parking spaces and thus provides 999 parking spaces in excess of the required number for all uses at Pacific Corporate Towers.

E. A Conditional Use Permit is required for outdoor dining areas which exceed 200 square feet or 20% of the indoor dining area, whichever is less, pursuant to El Segundo Municipal Code §15-5D-5(G).

F. The proposed outdoor dining area is approximately 2,425 square feet in area.

SECTION 3: Environmental Assessment. The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project involves the conversion of an existing outdoor patio into an outdoor dining area. The project includes an Administrative Use Permit to allow the sale of beer and wine at the proposed restaurant and a Conditional Use Permit for outdoor dining. The project is a minor alteration of an existing structure. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. Moreover, the project is proposed to be built on a site of not more than five acres surrounded by urban uses. Further, the site has no value as habitat for endangered, rare, or threatened species. There are adequate utilities and public services to serve the project.

SECTION 4: General Plan Findings. The proposed project conforms to the City’s General Plan as follows:

A. The El Segundo General Plan Land Use designation for the site is Corporate Office. The proposed use is consistent with the Land Use Element in that the Corporate Office Land Use Category is intended to permit a mixture of office
and food-serving uses in single-tenant or multi-tenant buildings with limited retail uses permitted in the lobby.

B. The zoning for the site is Corporate Office (CO). The proposed restaurant use is a permitted use in the Corporate Office (CO) Zone. Outdoor dining areas in conjunction with a restaurant that exceed 200 square feet or 20% of the indoor dining area, whichever is less, are permitted with approval of a Conditional Use Permit. The proposed use of on-site sale and consumption of alcohol requires an Administrative Use Permit in accordance with ESMC §15-5D-4. The purpose of the Corporate Office (CO) Zone is to provide consistency with and implement policies related to those locations which are designated corporate office on the general plan land use map and in the general plan text. This zone is intended to provide for the development of office projects. Regulations are designed to promote and control their growth in a favorable environment to all abutting and surrounding land uses. Principal uses are, therefore, restricted to a mixture of office and food serving uses with limited retail uses. The proposed use is consistent with this purpose of the zone in that the on-site sale and consumption of alcohol in a restaurant and outdoor dining is permitted in the Corporate Office (CO) Zone.

C. The proposed use is consistent with Land Use Element Goal LU4 in that it provides a stable tax base for the City through development of new commercial uses, and primarily within a mixed-use environment.

D. The proposed use is consistent with Land Use Element Objective LU4-1 in that it promotes the development of high quality retail facilities in proximity to major employment centers.

SECTION 5: Conditional Use Permit Findings. After considering the above facts, the Commission finds as follows:

A. The proposed location of the conditional use is in accord with the objectives of this Title and the purposes of the zone in which the site is located.

The zoning designation for the subject site is Corporate Office (CO). This zone allows outdoor dining areas which exceed 200 square feet or 20% of the indoor dining area, whichever is less, subject to the granting of a conditional use permit pursuant to ESMC § 15-5D-5(G). The size of the outdoor dining area is appropriate to its location as it will be incidental to the proposed restaurant. Restaurants are a permitted use in the zone pursuant to ESMC § 15-5D-2(F). The principal uses in the zone are restricted to a mixture of office and food-serving uses with limited retail uses. The subject site consists of a commercial building containing office uses on all the floors above the ground floor restaurant level. The restaurant with the accompanying outdoor dining area is in accord with the principal objectives of the zone.

B. That the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public
health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

The proposed location of the conditional use is adjacent to the south side of an existing 20-story office building and it is bounded by Grand Avenue to the north, El Segundo Boulevard to the south, Continental Boulevard to the east, and Sepulveda Boulevard to the west. No particular use is adjacent or near the proposed outdoor dining area that could be impacted by the operation of the outdoor dining area. Outdoor dining activities are not anticipated to be detrimental to adjacent businesses. No residential uses are located in the vicinity. As such, the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

C. That the proposed conditional use will comply with each of the applicable provisions of this Chapter.

The proposed conditional use complies with the applicable provisions of ESMC Chapter 15-23 and 15-27 since proper notice was provided and proper hearing is scheduled for September 22, 2011. In addition, proper hearing decision and records will be complied with, and the required findings will be considered. The proposed project meets all of the current ESMC requirements.

SECTION 6: Approval. Subject to the conditions listed on the attached Exhibit “A,” which are incorporated into this Resolution by reference, the Planning Commission approves Environmental Assessment No. EA-915 and Conditional Use Permit No. 11-03.

SECTION 7: This Resolution will remain effective unless superseded by a subsequent resolution.

SECTION 8: The Commission Secretary is directed to mail a copy of this Resolution to the Applicant and to any other person requesting a copy.

SECTION 9: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.
SECTION 10: Except as provided in Section 9, this Resolution is the Commission's final
decision and will become effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 22nd day of September, 2011.

________________________________________
David Wagner, Chairperson
City of El Segundo Planning Commission

ATTEST:

________________________________________
Greg Carpenter, Secretary

Wagner
Fellhauer
Baldino
Newman
Barbee

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

By: _________________________
Karl H. Berger, Assistant City Attorney
PLANNING COMMISSION RESOLUTION NO. 2705

Exhibit A

CONDITIONS OF APPROVAL

In addition to all applicable provisions of the El Segundo Municipal Code ("ESMC"), Continental Development Corporation agrees to comply with the following provisions as conditions for the City of El Segundo's approval of Environmental Assessment No. EA-915 and Conditional Use Permit No. 11-03 ("Project Conditions"):  

Zoning Conditions

1. This approval is for the project as shown on the plans reviewed and approved by the Planning Commission and on file. Before the City issues a building permit, the applicant must submit plans, showing that the project substantially complies with the plans and conditions of approval on file with the Planning and Building Safety Department. Any subsequent modification must be referred to the Director of the Planning and Building Safety Department for a determination regarding the need for Planning Commission review and approval of the proposed modification.

2. The outdoor dining area must comply with all requirements of ESMC § 15-2-16.

3. The hours of operation for the outdoor dining area are limited to 6:30 a.m. to midnight daily. Any change to the hours of operation or the hours that alcohol may be served is subject to review and approval by the Director of Planning and Building Safety.

4. No live entertainment is permitted. Only pre-recorded background music may be provided, and must meet the noise and vibration requirements of ESMC § 7-2-1.

5. Before the City issues building permits, the applicant/property owner must submit landscaping and irrigation plans for any new or modified landscaping areas to the Planning and Building Safety and Recreation and Parks Departments for review.

6. Pursuant to ESMC §15-23-11(B)(1), this conditional use permit expires 24 months after its approval if the use does not commence or construction does not commence under a valid building. The City is not responsible for informing the applicant regarding the pending CUP expiration.

Building Safety Conditions

7. The applicant must comply with the California Building Code 2010 Edition as amended by the City of El Segundo.

8. Before the City issues building permits, the applicant must obtain Los Angeles County Health Department approval.
Fire Department Conditions

9. The applicant must comply with applicable California Fire Code requirements and El Segundo Fire Department regulations.

Miscellaneous Conditions

10. Continental Development Corporation agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Environmental Assessment No. EA-915 or Conditional Use Permit No. 11-03. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Environmental Assessment No. EA-915 or Conditional Use Permit No. 11-03, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of El Segundo's elected officials, appointed officials, officers, and employees.

By signing this document, Hillary Condren, certifies that they read, understood, and agree to the Project Conditions listed in this document.

_________________________
Hillary Condren

_________________________
Michael J. Krier, Director, Blackrock Realty Advisors, Inc.

{If Corporation or similar entity, needs two officer signatures or evidence that one signature binds the company}
September 15, 2011

Hillary Condren
200 North Sepulveda Boulevard
El Segundo, CA 90245

RE: Environmental Assessment No. EA-915 and Administrative Use Permit (AUP) No. 11-05

To allow the on-site sale and consumption of alcohol at a restaurant (Type 47 – On Sale General for Bona Fide Public Eating Place and Type 58 – Caterer's Permit).

Address: 222 North Sepulveda Boulevard, El Segundo, CA

Dear Mr. Condren:

In accordance with El Segundo Municipal Code (“ESMC”) Chapter 15-22, the Planning Division reviewed your application for the above-referenced project and the Director of Planning and Building Safety Department APPROVED Environmental Assessment No. EA-915 and Administrative Use Permit No. AUP 11-05 for the on-site sale and consumption of alcohol at a restaurant at 222 North Sepulveda Boulevard. The following are the findings and facts in support of each finding for this decision:

FINDINGS AND FACTS IN SUPPORT OF FINDINGS:

Environmental Assessment No. EA-915

Finding 1

- The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities).
Facts in Support of Finding 1

1. The proposed restaurant will have combined area of approximately 5,103 square feet. The outdoor patio dining area is approximately 2,425 square feet and the existing indoor restaurant is comprised of 885 square feet of dining area and 1,793 square feet non-dining area (kitchen, storage, etc.). The project involves the conversion of an existing outdoor patio into an outdoor dining area. The project includes an Administrative Use Permit to allow the sale of alcohol at the proposed restaurant and a Conditional Use Permit for outdoor dining. The project is a minor alteration of an existing structure. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. Moreover, the project is proposed to be built on a site of not more than five acres surrounded by urban uses. Further, the site has no value as habitat for endangered, rare, or threatened species. There are adequate utilities and public services to serve the project.

Administrative Use Permit 11-05

Finding 1

• There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.

Facts in Support of Finding 1

1. The applicant proposes to provide on-site sale and consumption of alcohol in the existing restaurant and the proposed outdoor dining area.

2. The applicant currently holds a Type 47 and Type 58 license from the California Alcoholic Beverage Control to serve alcohol at the restaurant.

3. There are 5,002 existing off-street parking spaces located on the adjacent parking structures for the Pacific Corporate Towers, a commercial office complex comprised of three buildings. The office space in all the buildings is approximately 1.5 million square feet and is required to provide 3,932 parking spaces. The remainder of the uses in the building is comprised of a 10,000 square-foot health club and two existing restaurants and these uses require 71 parking spaces. The parking structure provides 999 parking spaces in excess of the number required for all uses at Pacific Corporate Towers. The combined existing uses and proposed outdoor dining area in Pacific Corporate Towers will have sufficient off-street parking spaces provided in the parking space structure.

4. The General Plan Land Use designation for the site is Corporate Office. The zoning for the site is Corporate Office (CO). Sale of alcohol is permitted in the Corporate Office (CO) Zone with the approval of an Administrative Use Permit.
5. The Corporate Office (CO) Zone permits, and the surrounding land uses include: restaurant, commercial retail, and offices.

6. The applicant must obtain a State of California Alcohol and Beverage Control (ABC) license for a license to sell alcohol for on-site consumption and on-site sale at the restaurant.

7. On September 22, 2011 the El Segundo Planning Commission is scheduled to Receive and File the Administrative Use Permit request.

**Finding 2**

- The proposed use is consistent and compatible with the purpose of the Zone in which the site is located.

**Facts in Support of Finding 2**

1. The General Plan Land Use designation for the site is Corporate Office.

2. The zoning for the site is Corporate Office (CO). The proposed use of on-site sale and consumption of alcohol requires an Administrative Use Permit in accordance with ESMC §15-5D-4.

3. The purpose of the Corporate Office (CO) Zone is to provide consistency with and implement policies related to those locations which are designated corporate office on the general plan land use map and in the general plan text. This zone is intended to provide for the development of office projects. Regulations are designed to promote and control their growth in a favorable environment to all abutting and surrounding land uses. Principal uses are, therefore, restricted to a mixture of office and food serving uses with limited retail uses. The proposed use is consistent with this purpose of the zone in that the on-site sale and consumption of alcohol in a restaurant is permitted in the Corporate Office (CO) Zone.

4. The proposed use is consistent with the Land Use Element in that the Corporate Office Land Use Category is intended to permit a mixture of office and food-serving uses in single-tenant or multi-tenant buildings with limited retail uses permitted in the lobby.

5. The proposed use is consistent with Land Use Element Goal LU4 in that it provides a stable tax base for the City through development of new commercial uses, and primarily within a mixed-use environment.

6. The proposed use is consistent with Land Use Element Objective LU4-1 in that it promotes the development of high quality retail facilities in proximity to major employment centers.
7. The surrounding land uses include: commercial retail, restaurant and offices. The proposed on-site sale and consumption of alcohol in the restaurant will be compatible with the surrounding uses.

Finding 3

- The proposed location and use and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

Facts in Support of Finding 3

1. The proposed on-site sale and consumption of alcohol in the restaurant will be located within the ground floor of an existing 20-story commercial building and will be constructed in accordance with all applicable codes and regulations. The project proposes no structural change to the exterior of the building, building envelope, parking or landscaping. Sufficient parking will be provided on-site in compliance with ESMC Chapter 15-15.

2. The surrounding land uses include: commercial retail, restaurant and offices. The proposed use of on-site sale and consumption of alcohol is permitted in the CO Zone.

3. The proposed hours of operation to serve alcohol are from 6:30 a.m. to midnight daily. No live entertainment is proposed. There will be visible barriers around the outdoor dining area that would delimit the area serviced by alcohol. The alcohol use will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

Finding 4

- Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic, and hazards have been recognized and mitigated.

Facts in Support of Finding 4

1. The sale of beer and wine will not create any new impacts that would not be normally associated with the operation of a restaurant.

The proposed hours of operation to serve alcohol is daily, 6:30 a.m. to midnight.

There are 5,002 existing off-street parking spaces located on the adjacent parking structures for the Pacific Corporate Towers, a commercial office complex comprised of three buildings. The office space in all the buildings is approximately 1.5 million square feet and is required to provide 3,932 parking spaces. The remainder of the uses in the building is comprised of a 10,000 square-foot health club and two existing restaurants and these uses require 71
parking spaces. The applicant will not alter the configuration of the existing parking and loading spaces. The combined existing uses and proposed outdoor dining area in Pacific Corporate Towers will have sufficient off-street parking spaces provided in the parking structure.

2. In addition to complying with the requirements of the City of El Segundo and the State of California Department of Alcoholic Beverage Control the restaurant is subject to County Health Department regulations that address and monitor impacts of fumes and odors.

Finding 5

- The State Department of Alcoholic Beverage Control has issued or will issue a license to sell alcohol to the applicant.

Facts in Support of Finding 5

1. The applicant must obtain a license from the State of California Department of Alcoholic Beverage Control (Type No. 47 and 58).

DIRECTOR OF PLANNING AND BUILDING SAFETY DEPARTMENT ACTION

Based on these findings and facts in support of these findings, the Director of Planning and Building Safety Department APPROVES the proposed project, subject to the following conditions:

1. The hours of operation for on-site sale and consumption of alcohol in the restaurant are limited to 6:30 a.m. to midnight daily. Any change to the hours of operation or the hours that alcohol may be served is subject to review and approval by the Director of Planning and Building Safety.

2. Any subsequent modification to the project as approved must be referred to the Director of Planning and Building Safety for approval and a determination regarding the need for Planning Commission review of the proposed modification.

3. Any subsequent changes to the floor plan and areas where alcohol will be served must be reviewed and approved to the satisfaction of the Director of Planning and Building Safety Department.

4. The applicant must obtain and maintain all licenses required by the Alcoholic Beverage Control Act (Business & Professions Code §§ 23310 et seq.). The applicant must obtain and maintain a Type 47 and Type 58 license.

5. The restaurant operations must comply with ESMC §§ 7-2-1, et seq. regulating noise and vibration.
6. The outdoor dining area must comply with ESMC §15-2-16 regulating outdoor dining areas.

7. Before the issuance of a building permit, the applicant must show compliance with ESMC §15-2-16 regulating outdoor dining areas and ESMC §7-4 regulating property maintenance standards. A barrier must be installed on the perimeter of the outdoor dining area. The applicant must provide elevation drawings of the barrier for the approval of the Director of Planning and Building Safety.
   a. All tables, chairs, and any other facilities in the outdoor dining area must be maintained in good repair, subject to the approval of the Director of Planning and Building Safety.
   b. All tables, chairs, and umbrellas must be placed in a secure area or inside a building or structure when the business is closed.

8. Entertainment activities as described in ESMC Chapter 4-8 require the approval of the Director of Planning and Building Safety.

9. The Planning and Building Safety Department and the Police Department must be notified of any change of ownership of the approved use in writing within 10 days of the completion of the change of ownership. A change in project ownership may be cause to schedule a hearing before the Planning Commission regarding the status of the administrative use permit.

10. The applicant must comply with all regulations of the Alcoholic Beverage Control Act and the regulations promulgated by the Alcoholic Beverage Control Board including, without limitation, the regulations set forth in 4 Cal. Code of Regs. §§ 55, et seq.

11. There must be no exterior advertising of any kind or type, including advertising directed to the exterior from within, promoting or indicating the availability of specific alcoholic beverage products. Interior displays of alcoholic beverages which are clearly visible to the exterior constitute a violation of this condition.

12. All employees serving alcoholic beverages to patrons must enroll in and complete a certified training program approved by the State Department of Alcoholic Beverages Control (ABC) for the responsible sales of alcohol. The training must be offered to new employees on not less than a quarterly basis.

13. Any and all employees hired to sell alcoholic beverages must provide evidence that they have either:
   a. Completed training from the State of California Department of Alcoholic Beverage Control (ABC), Lakewood District Office administered Leadership and Education in Alcohol and Drugs (LEAD) Program in the form of an ABC-issued certificate; or,
   b. Completed an accepted equivalent by the ABC, Lakewood District Office to ensure proper distribution of beer, wine and distilled spirits to
adults of legal age. If any prospective employee designated to sell alcoholic beverages does not currently have such training, then;

c. The ABC-licensed proprietors must have confirmed with the Planning and Building Safety Department within fifteen (15) days of the Director's decision, or by final project approval, that a date certain has been scheduled within the local ABC Office to complete the LEAD course.

d. Within thirty (30) days of taking said course, the employees, or responsible employer must deliver each required certificate showing completion to the Police Department.

14. The licensee must have readily identifiable personnel to monitor and control the behavior of customers inside the building premises. Staff must monitor activity outside in the parking lot and any adjacent property under the establishment's control to ensure the areas are generally free of people.

15. If complaints are received regarding excessive noise, parking availability, lighting, building access, and the like associated with the sale of beer and wine, the city may, in its discretion, take action to review the Administrative Use Permit, including without limitation, adding conditions or revoking the permit.

16. The building must not be occupied by more persons than allowed by the California Building Code, as adopted by the ESMC.

17. The building and any outdoor seating must comply with California Building and Fire Code requirements, as adopted by the ESMC.

18. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Environmental Assessment No. EA-915 or Administrative Use Permit No. AUP 11-05. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of EA-915 or AUP 11-05, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of El Segundo's elected officials, appointed officials, officers, and employees.

**PLANNING COMMISSION**

This determination is scheduled to be received and filed by the Planning Commission at its September 22, 2011 meeting. Please be advised that this does not conclude the review process. The City Council will determine whether or not to protest the issuance of the ABC License (Type 47 and Type 58) at its meeting on October 4, 2011.
Should you have any questions, please contact Bryan Fernandez, Assistant Planner, at (310) 524-2343.

Sincerely,

[Signature]

Greg Carpenter, Director
Department of Planning and Building Safety
AGENDA DESCRIPTION:
Consideration and possible action in response to notification that a request has been filed with the Department of Alcohol Beverage Control for a modification of an existing Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol to convert from a Type 41 ABC License (On-Sale Beer and Wine) to a Type 47 ABC License (On-Sale Beer, Wine, and Distilled Spirits) and to expand the hours of operation at an existing restaurant located at 223 Richmond Street (Second City Bistro). Applicant: Scott Reed (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:
1. Receive and file this report without objecting to the issuance of a Type 47 ABC license at 223 Richmond Street;
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
   1. Crime and Arrest Statistics by Reporting District (RD)
   2. Police Reporting District Map
   4. Approval Letter to Applicant dated September 15, 2011

FISCAL IMPACT: None

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

ORIGINATED BY:  Kimberly Christensen, AICP, Planning Manager
REVIEWED BY: Greg Carpenter, Planning and Building Safety Director
APPROVED BY:  Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:

I. Background

In 1995, the City Council directed staff to bring all notifications of future ABC licenses to it for review. For alcohol sales at retail establishments, California regulations require a 30-day review and comment period after notifying local police, the planning department and the City Council. The grounds of a protest, if any, should relate to public health, safety or welfare concerns. Based upon previous Council direction, staff is providing background information regarding this application.
II. Analysis

According to the most recent Crime and Arrest statistics report (January 2011 – June 2011, Exhibit 1) prepared by the Police Department, the restaurant is located in Reporting District (RD) 112 which is in the Richmond Street District (RSD) within the Downtown Specific Plan (DSP) Zone. Based on 2011 reported data prepared by the Police Department, the District had a total of 8 Part I crimes (criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft and arson) and 7 felony and misdemeanor arrests. The Reporting District is considered a high crime area with a total of 24 crimes for all arrests and other crimes reported between January and June 2011. However, the Police Department and the Planning and Building Safety Department do not object to the expansion of the area for the ABC license for a new restaurant.

This license request would allow the sale of beer, wine and distilled spirits at the existing restaurant and would expand the hours of operation in the indoor dining areas by two hours from 11:00 p.m. to 1:00 p.m. Monday through Sunday. A request for a new license is required, since no previous Type 47 ABC license was issued for this address. Restaurants are a permitted use in the Richmond Street District (RSD) within the Downtown Specific Plan (DSP) Zone. The existing restaurant has a 100 square-foot outdoor dining area in the public right-of-way containing 6 seats; a 287 square-foot covered outdoor dining area in front of the building containing 18 seats, a 920 square-foot interior dining area containing 58 seats, and a 750 square-foot rear outdoor dining area containing 48 seats. The existing building is 2,492 square feet. The existing total area of the restaurant is 3,342 square feet and contains 130 seats. No additional floor area, outdoor dining area, or other physical changes are proposed with the current request. The proposed restaurant hours of operation are: Monday through Sunday from 9:00 a.m. to 1:00 a.m. for the indoor dining area and Monday through Sunday from 9:00 a.m. to 11:00 p.m. for the outdoor dining area. Food service would be available in the indoor and outdoor dining area during the hours of operation and no outdoor entertainment is proposed.

On September 15, 2011 the Director of Planning and Building Safety approved an Administrative Use Permit application (EA No. 935 and AUP No. 11-09) for 223 Richmond Street. The Director's decision was forwarded to the Planning Commission on September 22, 2011, which chose to receive and file the item.

The Department of Alcoholic Beverage Control (ABC) is responsible for running a complete background check on all alcohol license applicants, as well as conducting site inspections, before issuing any type of alcohol license.

III. Conclusion

Planning staff recommends that the Council receive and file the determination without objecting to the modification of an existing Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol to convert from a Type 41 ABC License (On-Sale Beer and Wine) to a Type 47 ABC License (On-Sale Beer, Wine, and Distilled Spirits) and to expand the hours of operation at an existing restaurant at 223 Richmond Street.
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<td><strong>TOTALS</strong></td>
<td><strong>290</strong></td>
<td><strong>177</strong></td>
<td><strong>467</strong></td>
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</table>

Number of Reporting Districts = 53
Average # of Part I Crimes per Reporting District = 5
Average # of Felony/Misdemeanor Part I Crime Arrests per Reporting District = 3
Average # of Crimes and Arrests per Reporting District = 9
(Results from 01/01/2011 through 06/30/2011)

High Crime Area per B&P Code Section 23958.4 = >20%
## PART I AND PART II CRIMES STATISTICAL REPORT
**REPORTED PERIOD: JANUARY – JUNE, 2011**

### HIGH CRIME AREA BY REPORTING DISTRICT

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<td>4</td>
<td>7</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td><strong>290</strong></td>
<td><strong>482</strong></td>
<td><strong>772</strong></td>
</tr>
</tbody>
</table>

Number of Reporting Districts = 53  
Total Part I Crimes and Part II Crimes = 772  
City Average for all Reporting Districts (772 / 53) = 15

High Crime Area per B&P Code Section 23958.4 (15 x 120%) = 18
I. INTRODUCTION

The proposed project is a request for a modification to a discretionary approval to expand the hours of operation and to exchange a "Type 41 ABC" License (beer and wine sales) for a "Type 47 ABC" License that will allow on-site sale of beer, wine, and distilled spirits at an existing restaurant located at 223 Richmond Street. The project site is located in the Richmond Street District within the Downtown Specific Plan (DSP). The Director made the necessary findings to grant an Administrative Use Permit for the on-site sale and consumption of beer, wine, and distilled spirits and approved the Administrative Use Permit on September 15, 2011 (see Exhibit A).

II. ANALYSIS

The restaurant currently has a Type 41 Alcoholic Beverage Control License. The existing restaurant has a 100 square-foot outdoor dining area in the public right-of-way containing 6 seats; a 287 square-foot covered outdoor dining area in front of the building containing 18 seats, a 920 square-foot interior dining area containing 58 seats, and a 750 square-foot rear outdoor dining area containing 48 seats. The existing building is 2,492 square feet. The existing total area of the restaurant is 3,342 square feet and contains 130 seats. No additional floor area, outdoor dining
area, or other physical changes are proposed with the current request. The applicant intends to add distilled spirits sales to the existing food service and to extend the hours of operation.

The Planning and Building Safety Director made the necessary findings to grant an Administrative Use Permit for the on-site sale and consumption of alcohol and approved the Administrative Use Permit on September 15, 2011 (see Exhibit A).

The following chart describes the proposed dining and seating areas.

<table>
<thead>
<tr>
<th>PROPOSED RESTAURANT</th>
<th>PROPOSED SQUARE FOOTAGE</th>
<th>NUMBER OF SEATS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Outdoor Dining Area in the public right-of-way</td>
<td>100 SF</td>
<td>6 seats</td>
</tr>
<tr>
<td>Existing Covered Dining Area</td>
<td>287 SF</td>
<td>18 seats</td>
</tr>
<tr>
<td>Existing Indoor Dining Area</td>
<td>920 SF</td>
<td>58 seats</td>
</tr>
<tr>
<td>Existing Indoor Service Area</td>
<td>1,285 SF</td>
<td>0 seats</td>
</tr>
<tr>
<td>Existing Outdoor Dining Area to the rear</td>
<td>750 SF</td>
<td>48 seats</td>
</tr>
<tr>
<td>Total</td>
<td>3,342 gross SF</td>
<td>130 seats</td>
</tr>
</tbody>
</table>

The zoning for the site is Richmond Street District (RSD) within the Downtown Specific Plan. Restaurants are a permitted use in this Zoning District in accordance with Downtown Specific Plan (DSP) § VI C.2(a)(ii). The proposed on-site sale and consumption of beer, wine, and distilled spirits requires an Administrative Use Permit in accordance with DSP § VI C.4(a). The existing 750-foot outdoor dining area is a permitted accessory use in accordance with DSP § VI C.3(e).

The minimum number of required parking spaces for restaurant uses is one parking space for every 75 square feet of dining area and one parking space for each 250 square feet of non-dining area. No parking is required for the first 200 square feet.
of outdoor dining areas (DSP §VII 3.a.iii). The existing outdoor dining areas in the front of the building require 4 parking spaces, the indoor dining area requires 12, and the non-dining areas require 5 parking spaces for a total of 21. The number of parking spaces provided on the property is 4, which is 17 spaces less than the minimum requirement. However, the property is considered legal nonconforming for parking purposes and no additional parking spaces are required (DSP § VII 10). When the parking area at the rear of the property is used as a temporary outdoor dining area, the total parking requirement increases to 30 spaces and the number of spaces provided decreases to zero. As a result, when the parking area is used as a temporary outdoor dining area, the property owner is required to lease 13 in-lieu parking spaces in the City parking structure (DSP § VII 3.c.ii) to compensate for the increased parking demand (9 spaces) and the decreased parking supply (4 spaces).

The following chart is the parking analysis for the proposed uses:

<table>
<thead>
<tr>
<th>PROPOSED RESTAURANT</th>
<th>PROPOSED SQUARE FOOTAGE - REQUIRED PARKING RATIO</th>
<th>REQUIRED PARKING SPACES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Front Outdoor Dining Area in the Public Right of Way</td>
<td>100 SF - 1 Space/75 SF</td>
<td>0 Parking Spaces for the First 200 SF of Outdoor Dining Area; 0 Parking Spaces Required</td>
</tr>
<tr>
<td>Existing Front Covered Outdoor Dining Area</td>
<td>287 SF - 1 Space/75 SF</td>
<td>4 Parking Spaces</td>
</tr>
<tr>
<td>Existing Indoor Dining Area</td>
<td>920 SF - 1 Space/75 SF</td>
<td>12 Parking Spaces</td>
</tr>
<tr>
<td>Existing Non-dining Area</td>
<td>1,285 SF - 1 Space/250 SF</td>
<td>5 Parking Spaces</td>
</tr>
<tr>
<td>Existing Rear Outdoor Dining Area</td>
<td>750 SF - 1 Space/75 SF</td>
<td>0 Parking Spaces for the First 200 SF of Outdoor Dining Area; 9 Parking Spaces Required</td>
</tr>
<tr>
<td>Total</td>
<td>3,342 gross SF</td>
<td>30 Parking Spaces required and 13 In-Lieu Parking Spaces will be Provided (4 parking Spaces provided - existing legal nonconforming)</td>
</tr>
</tbody>
</table>

The current approved restaurant dining hours of operation are: Monday through Sunday from 9:00 a.m. to 11:00 p.m. The proposed restaurant hours of operation are Monday through Sunday from 9:00 a.m. to 1:00 a.m. The proposed sale of alcohol in the indoor dining area will be limited 1:00 a.m. and the outdoor dining area will be limited to 11:00 p.m. Food service must be available in the indoor and outdoor areas during the dining hours. Any change to the hours of operation or the hours that alcohol may be served is subject to review and approval by the Planning and Building Safety Director. No live entertainment is proposed.

Planning staff reviewed the application and the Planning and Building Safety Director made the necessary findings to grant an Administrative Use Permit. The attached letter specifies all of the required findings for the permit.

III. ENVIRONMENTAL DETERMINATION

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project includes an alcohol license for an existing restaurant which results in a minor alteration in the operation of an existing building. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

IV. INTER-DEPARTMENTAL COMMENTS

The project applications and plans were circulated to all the relevant City Departments and have been incorporated as conditions in the attached approval letter.

V. RECOMMENDATION

Receive and File.
VI. EXHIBITS

A. Administrative Use Permit Approval Letter, dated September 15, 2011
B. Plans

Prepared by: Maria Baldenegro, Assistant Planner

Kimberly Christensen, AICP, Planning Manager
Department of Planning & Building Safety

Greg Carpenter, Director
Department of Planning & Building Safety
Planning & Building Safety Department

September 15, 2011

Scott Reed
Second City Bistro
223 Richmond Street
El Segundo, CA 90245

RE: Environmental Assessment No. EA-935 and Administrative Use Permit (AUP) No. 11-09 for the Modification of Environmental Assessment No. 828 and Administrative Use Permit No. 09-01
To allow an increase in the hours of operation and to include distilled spirits for on-site consumption (Type 47 ABC) license at an existing restaurant (Second City Bistro).

Address: 223 Richmond Street

Dear Mr. Reed:

This letter is to inform you that, in accordance with El Segundo Municipal Code ("ESMC") Chapter 15-22, the Planning Division reviewed your application for the above-referenced project and the Director of Planning and Building Safety APPROVED Environmental Assessment No. EA-935 and Administrative Use Permit No. 11-09 to increase the hours of operation and to allow the sale of distilled spirits for on-site consumption at an existing restaurant at 223 Richmond Street. The existing restaurant has a 100 square-foot outdoor dining area in the public right-of-way containing 6 seats; a 287 square-foot covered outdoor dining area in front of the building containing 18 seats, a 920 square-foot interior dining area containing 58 seats, and a 750 square-foot rear outdoor dining area containing 48 seats. The existing building is 2,492 square feet. The existing total area of the restaurant is 3,342 square feet and contains 130 seats. The following are the findings and facts in support of each finding for this decision:
FINDINGS AND FACTS IN SUPPORT OF EACH FINDING:

Environmental Assessment No. 935

Finding 1

- The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project is a request to allow an increase in the hours of operation and the exchange of an existing Alcoholic Beverage Control license for an existing restaurant which results in a minor alteration in the operation of an existing building. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

Facts in Support of Finding 1

1. The applicant requests a modification to a discretionary approval to expand the hours of operation and to exchange a “Type 41 ABC” License (beer and wine sales) for a “Type 47 ABC” License that will allow on-site sale of beer, wine and distilled spirits at an existing restaurant. The existing restaurant contains a 100 square-foot outdoor dining area in the public right-of-way containing 6 seats; a 287 square-foot covered outdoor dining area in front of the building containing 18 seats, a 920 square-foot interior dining area containing 58 seats, and a 750 square-foot rear outdoor dining area containing 48 seats. The existing building is 2,492 square feet. The existing total area of the restaurant is 3,342 square feet and contains 130 seats. A six-foot wide sidewalk will remain for pedestrian passage adjacent to the outdoor dining area at the front of the building. The request is for a combined total 3,342 square feet in area. The project results in a minor alteration in the operation of an existing building involving a minor increase in the hours of operation. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project. There is adequate sidewalk width for pedestrian passage adjacent to the outdoor dining area located in the public right-of-way. The property is in an urbanized area where it has adequate access and all public services and facilities are available. Additionally, the site is not in an area that is environmentally sensitive.

Administrative Use Permit 11-09

Finding 1

- There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.
Facts in Support of Finding 1

1. The existing restaurant currently has a Type 41 Alcoholic Beverage Control License for a 3,342 square-foot restaurant with 850 square feet of outdoor dining area contains 130 seats.

2. The applicant proposes to increase the hours of operation and exchange the “Type 41 ABC” License for a “Type 47 ABC” License to include on-site sale and consumption of beer, wine, and distilled spirits.

3. The General Plan land use designation for the site is Downtown Specific Plan. The Downtown Specific Plan permits community serving retail and service uses, including offices in a pedestrian-oriented environment.

4. The zoning for the site is the Richmond Street District (RSD) within the Downtown Specific Plan (DSP). Restaurants are a permitted use in this Zoning District in accordance with Downtown Specific Plan (DSP) § VI C.2(b). The proposed use (to exchange an existing (Type 41 ABC) License for a new (Type 47 ABC) license that will allow the on-site sale and consumption of beer, wine, and distilled spirits at an existing restaurant that contains 850 total square-feet of outdoor dining area) requires an Administrative Use Permit approval in accordance with DSP § VI C.4(a) and ESMC § 15-22-5. The existing 750 square-foot outdoor dining area is a permitted accessory use and was subject to design review in accordance with DSP § VI C.4(e) and compliance with ESMC § 15-2-16 outdoor dining area regulations. The existing 750 square-foot outdoor dining area to the rear of the property is a permitted accessory use and was subject to design review in accordance with DSP § VI C.4(e) and compliance with ESMC § 15-2-16 outdoor dining area regulations. The Public Works Department approved through a separate application an encroachment permit for the use of the existing 100 square-foot outdoor dining area in the public right-of-way and is subject to the requirements of ESMC § 8-2-1.

5. The Downtown Specific Plan (DSP) Zone permits restaurants with outdoor dining areas. The increase in hours of operation and the exchange in license from a “Type 41 ABC License” to a “Type 47 ABC License” for the existing restaurant are similar and compatible with the surrounding land uses which include residential units, commercial retail, restaurants, a music hall and office uses.

6. The applicant must obtain a State of California Department of Alcoholic Beverage Control (ABC) license for on-site sale and consumption of beer, wine and distilled spirits (Type 47) for the restaurant (Second City Bistro).

7. On September 22, 2011, the El Segundo Planning Commission is scheduled to Receive and File the Administrative Use Permit request.
Finding 2

The proposed use is consistent and compatible with the purpose of the Zone in which the site is located.

Facts in Support of Finding 2

1. The General Plan land use designation for the site is Downtown Specific Plan.

2. The zoning for the site is the Richmond Street District (RSD) within the Downtown Specific Plan (DSP). Restaurants are a permitted use in this Zoning District in accordance with Downtown Specific Plan (DSP) § VI C.2(b). The proposed use (to exchange an existing (Type 41 ABC) License for a new (Type 47 ABC) license that will allow the on-site sale and consumption of beer, wine, and distilled spirits at an existing restaurant that contains 850 total square-feet of outdoor dining area) requires an Administrative Use Permit approval in accordance with DSP § VI C.4(a) and ESMC § 15-22-5. The existing 750 square-foot outdoor dining area is a permitted accessory use and was subject to design review in accordance with DSP § VI C.4(e) and compliance with ESMC § 15-2-16 outdoor dining area regulations. The Public Works Department has approved a separate application for an encroachment permit for the use of the existing 100 square-foot outdoor dining area in the public right-of-way and is subject to the requirements of ESMC § 9-2-1.

3. The purpose of the Richmond Street District (RSD) is the “entertainment center” of El Segundo and is comprised of an eclectic mix of antique stores, bars, restaurants and the Old Town Music Hall (Richmond Street 100-200 blocks). This street has a separate and distinct identity from Main Street, as it contains the oldest commercial buildings in the City with development along the street near the front property line. The proposed use is consistent with the zone in that it serves residents, local employees, and visitors in a pedestrian-oriented environment on the ground floor level.

4. The proposed use is consistent with the goals, objectives, policies, and programs of the El Segundo General Plan by expanding the neighborhood serving commercial uses, maintaining the “small town” atmosphere with moderate density, and improving the business environment of Downtown.

5. The proposed use is consistent with Economic Development Goal ED3 in that it preserves and improves the business environment and image of Downtown El Segundo. The proposed use is consistent with Objective ED3-1 of economic development in that it contributes to El Segundo’s commercial options. The proposed is consistent with Policy 3-1.2, 3-1.3, and 3-1.5 in that it preserves Downtown’s economic viability, encourage revitalization efforts Downtown, and encourage a mix of retail and commercial businesses that stimulate pedestrian
traffic and meet the communities need for changing needs for goods and services.

6. The proposed use is consistent with Land Use Element Goal LU4 in that it provides a stable tax base for the City through development of new commercial uses without adversely affecting the viability of Downtwn. The proposed use is consistent with Objective LU4-2 in that it serves as a focal point for the social environment of the community. The proposed use is consistent Policy LU4-2.1 as it revitalizes and upgrades commercial areas, making them a part of a viable, attractive and people-oriented commercial district.

7. The surrounding land uses include: residential units, commercial retail, restaurants, a music hall and office uses. The proposed increase in the hours of operation and new (Type 47 ABC) License request are compatible with the surrounding uses.

Finding 3

The proposed location and use and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

Facts in Support of Finding 3

1. The existing restaurant is located in the Downtown Specific Plan (DSP) Zone within the Richmond Street District (RSD) and includes 850 square-feet of new outdoor dining area. The restaurant and outdoor dining area meet all the development standards of the (DSP) Zone and the required parking will be provided in compliance with (DSP) § VII 3(a)(iii) Parking In-Lieu Fees.

2. The surrounding land uses include residential units, commercial retail, restaurants, a music hall and office uses. The restaurant is a permitted use within the Downtown Specific Plan (DSP) Zone and the existing 850 square-feet of outdoor dining area is a permitted accessory use. On-site sale and consumption of alcohol in new restaurants or outdoor dining areas are permitted with an Administrative Use Permit.

3. The proposed hours of operation for the restaurant are: Monday through Sunday from 9:00 a.m. to 1:00 a.m. for the indoor area and Monday through Sunday from 9:00 a.m. to 11:00 p.m. in the outdoor dining areas. No live entertainment is proposed.

4. The existing outdoor dining areas in the front of the building require 4 parking spaces, the indoor dining area requires 12, and the non-dining areas require 5 parking spaces for a total of 21. The number of parking spaces provided on the property is 4, which is 17 spaces less than the minimum requirement. However,
the property is considered legal nonconforming for parking purposes and no additional parking spaces are required (DSP § VII 10). When the parking area at the rear of the property is used as a temporary outdoor dining area, the total parking requirement increases to 30 spaces and the number of spaces provided decreases to zero. As a result, when the parking area is used as a temporary outdoor dining area, the property owner is required to purchase or lease 13 in-lieu parking spaces in the City parking structure (DSP § VII 3.c.ii) to compensate for the increased parking demand (9 spaces) and the decreased parking supply (4 spaces). The applicant leases the parking spaces from the City in the months that the outdoor dining area is utilized. Currently, the applicant is in compliance with this requirement.

**Finding 4**

- Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic, and hazards have been recognized and mitigated.

**Facts in Support of Finding 4**

1. The sale of alcohol will not create any new impacts that would not be normally associated with the operation of a restaurant with indoor and outdoor dining areas.

2. The proposed hours of operation for alcohol sales and the location of the restaurant will help to minimize impacts on surrounding uses.

3. The proposed restaurant dining hours of operation are: Monday through Sunday from 9:00 a.m. to 1:00 a.m. for the indoor area and Monday through Sunday from 9:00 a.m. to 11:00 p.m. in the outdoor dining areas. Food service would be available in the existing indoor and outdoor dining areas during the hours of operation. In addition, the subject site is accessible to pedestrians from the surrounding area and the downtown.

4. In addition to complying with the requirements of the City of El Segundo and the State of California Department of Alcoholic Beverage Control the restaurant is subject to County Health Department regulations that address and monitor impacts of fumes and odors.

**Finding 5**

- The State of California Department of Alcoholic Beverage Control has issued or will issue a license to sell alcohol to the applicant.
Facts in Support of Finding 5

1. The applicant must obtain a license from the State of California Department of Alcoholic Beverage Control (Type No. 47).

PLANNING AND BUILDING SAFETY DEPARTMENT DIRECTOR ACTION

Based on these findings and facts in support of these findings, the Planning and Building Safety Department Director APPROVES the proposed project, subject to the following conditions:

1. The proposed restaurant dining hours of operation are: Monday through Sunday from 9:00 a.m. to 1:00 a.m. for the indoor area and Monday through Sunday from 9:00 a.m. to 11:00 p.m. in the outdoor dining areas. Food service must be available in the indoor and outdoor dining areas during the hours of operation. Any change to the hours of operation or the hours that alcohol may be served is subject to review and approval by the Director of Planning and Building Safety.

2. The seating for the restaurant must be limited to 58 seats in the interior dining area, 18 seats in the covered outdoor dining area in front of the building, 48 seats in the existing outdoor dining area to the rear, and 5 seats in the existing outdoor dining area in the public right-of-way in front of the building and a total of 130 seats for the subject site.

3. Any subsequent modification to the project as approved, including the floor plan and areas where alcohol will be served, and/or the conditions of approval must be referred to the Director of Planning or designee and Building Safety for approval and a determination regarding the need for Planning Commission review of the proposed modification.

4. The applicant must obtain and maintain all licenses required by the Alcoholic Beverage Control Act (Business & Professions Code §§ 23300 et seq.). The applicant must obtain and maintain a Type 41 license.

5. The applicant must maintain and comply with the terms of an encroachment permit from the Public Works Department for any use of the public right-of-way for outdoor dining and is subject to the requirements of ESMC § 9-2-1.

6. The restaurant operations must comply with ESMC §§ 7-2-1, et seq. regulating noise and vibration.

7. The Planning and Building Safety Department and the Police Department must be notified of any change of ownership of the approved use in writing within 10 days of the completion of the change of ownership. A change in project ownership may be cause to schedule a hearing before the Planning Commission regarding the status of the administrative use permit.
8. The applicant must comply with all regulations of the Alcoholic Beverage Control Act and the regulations promulgated by the Alcoholic Beverage Control Board including, without limitation, the regulations set forth in 4 Cal. Code of Regs. §§ 55 et seq.

9. The applicant must post a sign in a clear and conspicuous location listing a phone number at which a responsible party may be contacted during all open hours of the establishment to address any concerns of the community regarding noise in the restaurant, patio and parking lot. Said contact’s name and phone number must also be available through the restaurant staff at all times.

10. The applicant must, at all times, display a Designed Driver sign of at least ten inches by ten inches (10” X 10”) in the restaurant dining areas at eye level. The sign must be worded in a way that reminds patrons who are consuming alcohol to designate a non-drinking driver.

11. There must be no exterior advertising of any kind or type, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. Interior displays of alcoholic beverages which are clearly visible to the exterior must constitute a violation of this condition.

12. All employees serving alcoholic beverages to patrons must enroll in and complete a certified training program approved by the State Department of Alcoholic Beverages Control (ABC) for the responsible sales of alcohol. The training must be offered to new employees on not less than a quarterly basis.

13. Any and all employees hired to sell alcoholic beverages must provide evidence that they have either:

   a. Completed training from the State of California Department of Alcoholic Beverage Control (ABC), Inglewood District Office administered Leadership and Education in Alcohol and Drugs (LEAD) Program in the form of an ABC-issued certificate; or,

   b. Completed an accepted equivalent by the ABC, Inglewood District Office to ensure proper distribution of beer, wine and distilled spirits to adults of legal age. If any prospective employee designated to sell alcoholic beverages does not currently have such training, then;

   c. The ABC-licensed proprietors must have confirmed with the Planning and Building Safety Department within fifteen (15) days of the Planning Manager’s decision, or by final project approval, that a date certain has been scheduled within the local ABC Office to complete the LEAD course.
d. Within thirty (30) days of taking said course, the employees, or responsible employer must deliver each required certificate showing completion to the Police Department.

14. The licensee must have readily identifiable personnel to monitor and control the behavior of customers inside the building premises. Staff must monitor activity outside in the parking lot and any adjacent property under the establishment’s control to ensure the areas are generally free of people and are cleared of patrons and their vehicles one-half hour after closing.

15. If complaints are received regarding excessive noise, parking availability, lighting, building access, and the like associated with the restaurant, and outdoor dining area, the city may, in its discretion, take action to review the Administrative Use Permit, including without limitation, adding conditions or revoking the permit.

16. The outdoor dining and seating areas must comply with ESMC § 15-2-16. To the extent the outdoor dining area in back is utilized, there must be 13 spaces of parking made available consistent with requirements of DSP § VII 3(a)(iii) Parking In-Lieu Fees. When the outdoor dining is not in use, the gates must be open and the 4 parking spaces must be available during all hours of operation.

17. The building must not be occupied by more persons than allowed by the California Building Code, as adopted by the ESMC.

18. The building and any outdoor seating must comply with California Building and Fire Code requirements, as adopted by the ESMC.

19. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising from the City’s approval of Environmental Assessment No. 935 or Administrative Use Permit No. 11-09. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of EA-935 or AUP 11-09, the Applicant agrees to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section “the City” includes the City of El Segundo’s elected officials, appointed officials, officers, and employees.
PLANNING COMMISSION

Please be advised that this does not conclude the review process. This determination will be transmitted to the Planning Commission at its September 22, 2011 meeting with the recommendation that the Planning Commission Receive and File the determination. The City Council will determine whether or not to protest the issuance of the ABC License (Type 41) at its meeting on October 4, 2011. If you have any questions, please contact the project planner Maria Baldenegro at (310) 524-2341 for further information.

Sincerely,

[Signature]

Greg Carpenter, Director
Department of Planning and Building Safety

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AGENDA DESCRIPTION:

Consideration and possible action regarding a request from El Segundo Lacrosse to reduce field fees to $50 per hour while hosting a Lacrosse Spring Break Program for teams across the country from February 12, 2012, through April 21, 2012. (Fiscal Impact: $22,500 Revenue; $45,000 Uncollected Revenue)

RECOMMENDED COUNCIL ACTION:

1. Approve the request from El Segundo Lacrosse to receive reduced field fees.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Letter of request from Kim Wood, El Segundo Lacrosse Spring Break Committee Co-Chair

FISCAL IMPACT: $22,500 Revenue; $45,000 Uncollected Revenue

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ORIGINATED BY: Meredith Petit, Recreation Superintendent
REVIEWED BY: Bob Cummings, Director of Recreation and Parks
APPROVED BY: Doug Willmore, City Manager

BACKGROUND & DISCUSSION:

El Segundo Lacrosse has begun planning for a new Spring Break program that will bring teams from across the country to participate in a unique training program. This new program would bring four teams each week to El Segundo and would utilize the Campus El Segundo Athletic Fields for practices and games against each other and local teams. El Segundo Lacrosse recognizes that indirect benefits to the City exist with this program. The teams will stay at local hotels and patronize local establishments. El Segundo Lacrosse is excited to offer this program as an experience for the local young lacrosse players and the visiting teams, as well as showcase the Campus El Segundo Athletic Facility.

The dates for the camps would vary between February 12, 2012, and April 21, 2012, between 8:00am and 4:00pm. Camps would run in one-week sessions and be scheduled based on the number of participating teams.

Because this program is not within El Segundo Lacrosse’s normal season and does not fall within the camp or clinic reservation guidelines, the field reservation fee assigned for this program according to the Department’s Fee Schedule would be $150 per hour per field. In an effort to keep the price per player as low as possible for visiting teams, El Segundo Lacrosse is requesting a reduced rate of $50 per hour per field for the reservation fee. A reduced field reservation expense would allow the organization to remain competitive with similar programs across the East Coast, and increase the likelihood of recruiting their goal of 12-20 teams.
The reduced rate would decrease the hourly fee by $100, therefore saving El Segundo Lacrosse $45,000 if booked at maximum capacity (i.e. both fields for each week between the proposed dates). Similarly, the total fees charged, and revenue for the City, would be $22,500. Staff is confident that the requested reservation times are during non-peak hours for the facility, and would likely not be rented to other groups during those dates and times. Further, staff is confident that the final schedule could accommodate all user groups including pre-existing reservations, drop-in players, and local youth sports organizations. El Segundo Lacrosse and the Department have a good working relationship and would work closely to be flexible with the scheduling each week.

The Recreation and Parks Commission reviewed this item and during the meeting held September 21, 2011, voted unanimously to recommend City Council approve the reduced field reservation fee as proposed.
El Segundo Lacrosse is pleased to introduce our new spring break program for the spring 2012 season. We have put together an all-inclusive program to bring high school and college lacrosse teams from all over the country to El Segundo for their pre-season training. There are currently numerous programs offered in Florida that offer top-notch training facilities, first class accommodations in prime locations, superb beaches, and a wide range of great local attractions. We believe that El Segundo offers all of that and more.

Over the past 3 years, we have proven we can bring this kind of business to El Segundo by hosting teams from UK North London Collegiate Girls (High school and middle school), the University of Michigan Men’s team, the South New Hampshire D3 Women’s team as well as high school boys and girls teams from Dallas and Denver. This also builds on the additional tax revenue we are proud to produce each year with our season ending Annual All Star (Starz) Lacrosse tournament that brings all-star teams from all over Southern California, Arizona, Texas and Nevada.

Visiting Spring Break teams will stay in El Segundo hotels, eat in our restaurants, use our golf course along with practices and games on our beautiful Campus El Segundo Fields. Our packages only offer transportation within the City of El segundo - no transportation out of the city is provided except for a one day excursion to one of our area amusement parks. The amount of tax revenue will be substantial as we plan to host a series of at least 4 teams along with their traveling parties per week beginning the week of Feb 12 and ending the week of April 21.

We are coming before you today to ask for a reduced field reservation fee to rent the Campus El Segundo fields for this program. The majority of the field time we are requesting is during the day from the hours of 8:00 am to 4:30 pm when the fields are generally less used. We also need some field time in the late afternoons or evenings for games or scrimmages against our El Segundo boys or girls teams and/or other West Coast teams we invite into the city. We hope to use our new El Segundo High School stadium during these times if Campus is not available or rent Mira Costa or Redondo High School stadiums.

We sincerely appreciate your input and support in this program to generate revenue to fund our El Segundo Lacrosse program, including our new El Segundo High School boys and girls CIF teams we are forming.

Thank you for your time and consideration.

Respectfully yours,

Kim Wood
Rhonda Andrew
Spring Break Committee Co-Chair
AGENDA DESCRIPTION:

Consideration and possible action to (1) grant California Construction & Development's (CCD) request to withdraw its bids in accordance with Public Contract Code Section 58101 and (2) award a contract to Best Contracting Services, Inc. for Miscellaneous Roof Repairs at George E. Gordon Club House, the City Library and the Urho Saari Swim Stadium. (Fiscal Impact: $200,000.00)

RECOMMENDED COUNCIL ACTION:

1. Grant California Construction & Development's (CCD) request to withdrawal its bid 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 Best Contracting Services, Inc., in the amount of $190,500.00

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

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: $200,000.00

Amount Requested: $130,000.00
Additional Appropriation: Yes
Account Number(s): 405-400-0000-6215

ORIGINATED BY: Maryam M. Jonas, Principal Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Doug Willmore, Acting City Manager

BACKGROUND AND DISCUSSION:

On April 5, 2011, the City Council authorized staff to advertise for a project to repair and/or replace roofs at multiple City Facilities (library, plunge and club house). On September 20, 2011, the City Clerk received and opened three (3) bids as follows:

1. California Construction & Development (CCD) $ 59,480.00
2. Best Contracting Services, Inc. $190,500.00
3. Long Beach Roofing $222,100.00

Shortly after the public bid opening on September 20, 2011, California Construction & Development requested to be relieved from its bid citing that there was a clerical error in the bid submitted. The second lowest responsible bidder, Best Contracting Services, Inc. submitted a
complete bid package and indicated readiness to perform the project. Staff has contacted references regarding Best Contracting Services and received favorable responses. Staff recommends awarding a public works contract to the lowest responsible bidder for $190,500.

The Facility Maintenance account had earmarked $70,000 for the repair and replacement of the miscellaneous roofs in fiscal year 2010-2011. However, the deterioration of the roof at the George E. Gordon Club House was so extensive that a full replacement of the roof is recommended for this project in lieu of repair. The roof is nearly 55 years old and is well beyond its useful life. Additionally, the roof mastic contains asbestos which must be abated by a contractor who is licensed and certified by the State, thus significantly increasing the cost for the removal/replacement of the roof. An appropriation of an additional $130,000 is required for the award of this contract to perform the roof repairs at all three facilities. The amount requested covers $190,500 for the contract and $9,500 for construction contingencies.
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Firefighters’ Association. (Fiscal Impact: Estimated Savings FY 2011/2012 of $997,430)

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 2011/2012 of $997,430

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

ORIGINATED BY: Deborah Cullen, Finance/Human Resources Director
REVIEWED BY:
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION
Staff and representatives of the El Segundo Firefighters’ 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 September 27, 2011.

The Agreement contains the following major provisions:

1. Term - October 1, 2011 – September 30, 2013 with the Association’s option to extend to September 30, 2014. Association shall notify the City of its decision to extend by March 30, 2013.

2. PERS Cost-Sharing – Employees will pay three percent (3%) of the employer contribution under Government Code Section 20516(f). As soon as practicable, the City will amend its PERS contract to implement the pre-tax cost-sharing arrangement under Government Code Section 20516(a).

3. Vacation buy-back suspended.

4. Suspension of 401(a) Deferred Compensation Matching.

5. Suspension of annual medical examinations.
6. Maximum City Funding of Insurance Premiums lowered from $1800 to $1600.

7. Dental Insurance – Dependent coverage eligibility age raised from twenty-three (23) to twenty-six (26).

8. Adoption of the discipline-related policy and procedure in accord with the Firefighters Procedural Bill of Rights

9. Institution of an Agency Shop agreement.

10. Limited Layoff language guaranteeing no layoffs will occur unless general fund core gross revenues for any six month period fall seven and one-half percent (7.5%).

11. Cost of Living Adjustment (COLA) Language – Employees entitled to a Cost of Living Increase if general fund core gross revenues increase by $1.5 million during designated time periods. COLA to be determined by CPI-U for the Los Angeles-Riverside-Orange County region for the agreed-upon time period.

12. Clean-up language includes the following:
   a. Driver’s license information updated to conform to recent Department of Motor Vehicle changes
   b. Catastrophic Leave Program information updated to be consistent with City’s Policy.
   c. Employer-Paid Member Contribution language clarified.
   d. Disability Retirement Appeals Procedures Policy – effective date updated.
   e. Drug-Free Workplace Policy – effective date updated.
RESOLUTION NO.__________

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA AND THE EL SEGUNDO FIREFIGHTERS’ 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 will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 4th day of October, 2011.

________________________
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 4th day of October, 2011, 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 __________, 2011.

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

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

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

BETWEEN

CITY OF EL SEGUNDO

AND

EL SEGUNDO FIREFIGHTERS’ ASSOCIATION, I.A.F.F., LOCAL 3682

OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2013
**ARTICLE 1**

**GENERAL PROVISIONS**

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**Incentive Compensation**

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**ARTICLE 4**

**EDUCATIONAL PROGRAM**

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10/1/11 TO 9/30/13
Amended X/XX/11: City_____ Union_____

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ARTICLE 1 - GENERAL PROVISIONS

Section 1.01 PREAMBLE

1. This Memorandum of Understanding is made and entered into between the El Segundo Firefighters' Association, affiliated with the International Association of Firefighters, hereinafter, referred to as "Union", and the management representatives of the City of El Segundo, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et seq.

2. The parties have met and conferred in good faith regarding employment conditions and it is mutually agreed that this Memorandum of Understanding shall be effective as described in Section 1.08, below. It is further agreed that except as provided herein, there will be no other negotiations for salaries, benefits, and working conditions for the term covered by this Memorandum unless both parties agree otherwise; and the parties shall submit this Memorandum to the City Council with a joint recommendation that the body resolves to adopt appropriate motions and resolutions to implement the provisions of this Memorandum. Nothing herein prevents the City from meeting and conferring with the Union on proposed changes to the City's Personnel Rules and Regulations, which are within the scope of representation.

3. Any and all prior or existing Memoranda of Understanding, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

Section 1.02 RECOGNITION

1. The City hereby confirms its recognition of the Union as representative of the employees in the representation unit containing positions specifically set forth below, and has agreed to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law. For representation purpose, the unit shall consist of the following positions: Firefighter, Firefighter Special Assignment Paramedic, Fire Engineer, and Fire Captain.

Section 1.03 MANAGEMENT RIGHTS

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

2. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in the agreement 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; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees for 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 within the scope of representation.

Section 1.04 SAVINGS CLAUSE

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

Section 1.05 NO STRIKE CLAUSE

1. California Labor Code Section 1962 provides that firefighters shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties. Therefore, and irrespective of the term or existence of any Memorandum of Understanding or other rule or regulations, the parties acknowledge that such activity is unlawful.

2. Additionally, any other job action, including but not limited to slow downs, speed ups, "sick outs" and other activity actually or potentially having a negative impact upon the public health and welfare, is deemed illegal and is prohibited, irrespective of the term or existence of any Memorandum of Understanding e.g. see City of Santa Ana v. Santa Ana Police Benevolent Association (1989) 207 Cal.App. 3rd 1568, 255 Cal.Rptr. 688 regarding public safety organization "sick outs").

Section 1.06 MAINTENANCE OF EXISTING BENEFITS

1. The Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered in this Memorandum of Understanding are covered by existing ordinances, resolutions, policies, and practices of the City, as well as the Personnel Rules and Regulations presently in effect. Therefore, for the life of this agreement, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issues whether specifically discussed prior to the execution of this agreement or which may have been omitted in the discussions which led up to the execution of this agreement, except as provided in this agreement or by mutual agreement of parties.

2. Nothing herein prevents the City and Union from meeting and consulting on the City's Personnel Rules and Regulations, which are within the scope of representation. However, the mutual agreement of both the City and Union are required to effect any change.

Section 1.07 NON-DISCRIMINATION CLAUSE

1. The Union and the City recognize and agree to protect the rights of all employees to join and/or participate in the protected Union activities or to refrain from joining or participating in
protected activities in accordance with Government Code Sections 3500 through 3510.

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

Section 1.08 NOTICE TO MEET AND CONFER

1. Except in cases of emergency as provided in Government Code Section 3504.5, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.

2. In cases of emergency when the governing body or such boards or commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards, and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

ARTICLE 2 - SALARIES

Section 2.01 SALARIES

1. Effective October 14, 2008, the past practice of "compounding" base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.

2. Effective October 14, 2008, the base salary of each affected employee shall be increased by 3.75%.

3. Effective the first payroll period commencing on or after July 1, 2009, the base salary of each affected employee shall be increased by 3.75%.

4. Effective the first payroll period commencing on or after July 1, 2010, the base salary of each affected employee shall be increased by 3.75%.

5. Attached to this Memorandum of Understanding as Exhibit 1, and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.01. Exhibit 1 consists of a document entitled "Schedule 1."

Section 2.02 SCHEDULE OF CLASSES BY SERIES
1. The following respective range numbers are hereby allocated and assigned to the following respective positions in the service of the City, hereinafter set forth:

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<th>Position</th>
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<tr>
<td>Firefighter</td>
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<td>Engineer</td>
<td>497 Steps A - E</td>
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<tr>
<td>Captain</td>
<td>510 Steps A - E</td>
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Section 2.03 SALARY SCHEDULE CALCULATION METHODOLOGY

1. The methodology used in computing adjustments in monthly salary shall be as follows:

2. Adjustments are to be computed from the amount shown in the base salary columns, step A through F of Range 483, and step A through E of Ranges 497 and 510 of the Base Salary Schedule. First subtract from each step the flat dollar base enhancements incorporated in accordance with sections 6.04 and 6.05, and then multiply each step by the percent of the new salary adjustment. Once all of the salary steps have been computed, each salary figure shall be rounded off to two (2) decimal places, then the flat dollar enhancement in sections 6.04 and 6.05 (removed above) will be added to each step and this amount will comprise the new base salary schedule. Taxable pay will be calculated by subtracting the Public Employee Retirement System (PERS) employer paid member contribution picked up by the employer in accordance with Internal Revenue Code Section 414(h)(2), (which is calculated at 9% of the resulting regular rate of pay). Hourly rates for each step are calculated by multiplying the respective unrounded salary step plus applicable incentives (regular rate of pay) by twelve (12) and then dividing by two thousand nine hundred twelve (2,912) and rounding off the result to the nearest two (2) decimal places.

Section 2.04 REGULAR RATE OF PAY

1. This MOU periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. The "definition" used in this MOU is for general reference and does not override the specific definitions set forth in the FLSA. Therefore, as used in this MOU, the "regular rate of pay" is the remuneration paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the "regular rate of pay." Applicable statutes/case law shall prevail over any MOU definitions inconsistent with statutes/case law.
Section 2.05  BASE SALARY SCHEDULE-STEP ADVANCEMENT

1. 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/her first six months service; Steps B, C, D and E (F for Firefighters only) contemplate one year's service in each of such classification subject to the limitations of the paragraph below and the advancements there from shall be on the anniversary date of the employee; Step E (F for Firefighters only) contemplates continued service in such step until further advancement is indicated by reason of longevity.

2. If the employee's 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 anniversary date falls in the second week of the pay period, the effective date of the increase will be the first day of the following pay period. An employee in the fire service shall be presumed to merit an increase in pay unless his or her current performance evaluation on file rates him or her below standard or unsatisfactory and the Fire Chief notifies the Personnel Officer and employee in writing at least ten days in advance of the scheduled increase that the increase in pay should be withheld, stating reasons. If employee's performance subsequently improves to a satisfactory level, the pay will be granted upon the issuance of a satisfactory performance report.

Section 2.06  FIREFIGHTER COMPENSATION/PROBATIONARY PERIOD

1. Fire service employees shall be appointed to the position of Firefighter and compensated at Step A of the range assigned to Firefighter (483) for the first six (6) months from their date of hire. They shall be on probation during the first twelve (12) months from their date of hire.

Section 2.07  CHANGE IN ANNIVERSARY DATE AND RANGE NUMBER

1. An employee advanced from one range to another, shall receive a new anniversary date, which is the date of the change. Other changes in salary, unless specifically directed by the Council or as provided in the second paragraph of the Section herein entitled "Base Schedule-Step Advancement" herein shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System ordinance and 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.

Section 2.08  SALARY PLACEMENT ON PROMOTION

1. In all cases where an employee is promoted to a classification 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 of the base rate of the affected employee.
2. 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/her 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.

3. Any affected employee assigned to and performing the duties of a paramedic and who is promoted, shall suffer no decrease in base salary (pre-promotion base salary being measured by base salary plus any paramedic bonus). This Section shall not apply to paramedics who suffer a salary decrease because of a reassignment out of the paramedic program (as opposed to a promotion).

Section 2.09 GARNISHMENTS

1. Effective July 1, 1989, employees whose City paychecks are garnished shall have caused to be deducted from their paycheck a one time per occurrence set-up fee of $35 and $10 for every paycheck in which their wages are garnished.

Section 2.10 FLEXIBLE SPENDING ACCOUNT

1. The City shall allow employees to participate in the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

ARTICLE 3 - INCENTIVE COMPENSATION

Section 3.01 PARAMEDIC SPECIAL ASSIGNMENT PAY

1. Effective October 14, 2008, Paramedics shall be entitled to receive special assignment pay as follows:

   a. While assigned to the trainee level, no paramedic special assignment pay shall be provided;

   b. During the first year of paramedic service after accreditation, special assignment pay equal to fifteen percent (15%) above base salary pursuant to Schedule 1, PF level 2.

   c. During the second year and following years of paramedic service, paramedic special assignment pay equal to twenty percent (20%) above base salary pursuant to Schedule 1, PF level 3.

   d. Paramedics working under any of the staffing policies to replace a firefighter position shall be compensated at pay equal to PF level 1 pursuant to Schedule 1.

*Trainee level is completed upon accreditation as a paramedic by the County of Los Angeles.
Section 3.02   PARAMEDIC LICENSE INCENTIVE

1. Effective October 14, 2008, permanent sworn employees with a minimum of two years with the El Segundo Fire Department not assigned to special assignment paramedic duties that possess a California Paramedic License and have Accreditation by the County of Los Angeles will be compensated at the monthly amount set forth in Schedule 1 PM Level 1.

2. The members qualifying for this incentive may be utilized on paramedic assessment apparatus. These employees will be used on rescue ambulances to cover for members in the special assignment paramedic status when no special assignment paramedic can be reasonably called in from off duty.

When no special assignment paramedic can be reasonably called in from off duty, then the following procedure will be used.

a. If the opening occurs on a rescue ambulance, move the special assignment paramedic from the assessment apparatus to the rescue ambulance.

b. Move an on-duty qualified paramedic Engineer or Captain to the assessment apparatus and hire back a Firefighter (the on-duty Battalion Chief will decide based on operational need as to which on-duty member would best be moved.)

c. If there is no on-duty qualified paramedic Engineer or Captain, check availability for an off-duty qualified paramedic Engineer or Captain who has signed up and attempt to rehire (Engineers will be considered first then Captains.)

d. If there are none on the availability rehire list, then attempt to force hire an off-duty qualified paramedic Engineer or Captain (Engineers will be force hired first before Captains.)

e. If no off-duty qualified paramedic Engineers or Captains can reasonably be called in from off-duty, then a firefighter will be force hired to fill the vacancy.

3. Members who have never been certified/licensed or who have decertified (no longer licensed) and seek certification or recertification (licensure) will be sponsored by the City at the member's request. Certification, recertification or licensure shall be at the member's own time and expense including all fees for testing, licensure and any other associated costs with the exception of continuing education currently provided by the City's EMS Educator. Educational reimbursement will not be provided for outside training required for the initial recertification/licensure, or in situations where the employee did not attend classes provided in-house by the City's Nurse Educator or other City provided resource. Once a member has in his/her possession a California Paramedic License and Accreditation from Los Angeles County and makes those documents
available for inspection by the City, they shall be compensated as per the provisions in this MOU.

4. The City shall continue to provide an EMS Educator.

Section 3.03 FIRE STAFF PREMIUM PAY

1. Effective October 14, 2008, uniformed personnel who are assigned Fire Department work outside of the Suppression Division shall receive fire staff premium pay equal to Fifteen percent (15%) above the employee's regular rate of pay to which they are entitled.

Section 3.04 HAZARDOUS MATERIALS FIRST RESPONDER OPERATIONAL INCENTIVE PAY

1. Unit members will receive incentive pay for possession of hazardous materials certification (operational level - first responder).

2. Effective October 14, 2008, pay for operational level of hazardous material certification (FRO) shall be at the monthly amount set forth in Schedule 1, HAZ MAT.

Section 3.05 LIGHT-DUTY PAY

1. When an employee is assigned to light duty because of a temporary physical disability or condition, she/he shall be paid at the rate of her/his normal duty assignment without regard to the temporary duty schedule.

Section 3.06 FIRE INVESTIGATOR PREMIUM PAY

1. The assignment of cause and origin/arson investigators (also described as "fire investigators") shall be created with the assignment requirements being designated by the Fire Chief. Employees selected to serve in this assignment shall receive a $50.00 per month stipend. The stipend shall commence with the employee providing evidence of having successfully completed mandated training and qualification to be certified to perform the duties of the assignment.

Section 3.07 TILLER PREMIUM PAY

1. If the City makes operational a TRACTOR/ TRAILER TILLER TRUCK, Personnel agree to participate in special training to operate said equipment. This training will be provided by the City during their regular duty shifts. Personnel certified by the City to operate said equipment shall receive a monthly stipend of $50.00.

Section 3.08 CLASS "A" DRIVER'S LICENSE PREMIUM PAY

1. All employees, whether in the rank of Engineer or not, who possess a Class "A" Driver's License will be paid a $50/month stipend in addition to the stipend for EMT/Class "B" (inclusive
of PERS retirement). This stipend will commence with the purchase of the equipment and submission by the employee of proof of the license. Pursuant to California Department of Motor Vehicle changes effective January 1, 2011, all employees who possess a Commercial Class "A" Driver's license or who possess a California Class "C" driver's license with a firefighter endorsement and are qualified to operate a class "A" vehicle by El Segundo Fire Department Standards, will be paid a $50/month stipend.

2. The City will provide the training and the means (i.e., equipment) to obtain the Class "A" Driver's License Class "C" license with a firefighter endorsement qualified to operate a class "A" vehicle. In the event the City elects not to provide the training or means to obtain the required license, the requirement for the respective license shall be dropped and otherwise qualified employees shall remain eligible for the stipend until such time as the City again provides the said training and means.

Section 3.09 REQUESTING INCENTIVE COMPENSATION

1. Members eligible to receive incentive compensation shall make a request in writing in order to receive such compensation (NOTE: through an approved form through channels to the Fire Department Personnel Officer. They shall also provide copies of the necessary proof of their eligibility to receive the incentive as outlined below:

<table>
<thead>
<tr>
<th>Incentive Compensation</th>
<th>Required Proof</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paramedic special assignment pay:</td>
<td>Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.</td>
</tr>
<tr>
<td>Paramedic license incentive:</td>
<td>Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.</td>
</tr>
<tr>
<td>Educational Programs-Class A &amp; B CDL:</td>
<td>Valid and current California Class B license and medical certification.</td>
</tr>
<tr>
<td>Educational Program - EMT-D:</td>
<td>A current EMT-D certification</td>
</tr>
<tr>
<td>Educational Program - Units:</td>
<td>Official or unofficial transcript listing required units.</td>
</tr>
<tr>
<td>Educational Program - Certificate:</td>
<td>Certificate, or official or unofficial transcript listing certificate earned.</td>
</tr>
<tr>
<td>Educational Program - Degrees</td>
<td>Diploma, or official or unofficial transcript listing degree earned.</td>
</tr>
</tbody>
</table>

In addition, for incentive items that are renewed (Paramedic, HM-FRO, Class A & B CDL, and EMT-D,) members must provide proof of renewal prior to the date of expiration of the last provided proof of eligibility. Failure to provide proof prior to the expiration will result in the loss of the effected incentive compensation, retroactive back to the date of expiration. The employee can have the incentive
pay reinstated in the first payroll period following provision of proof of eligibility. The reinstatement shall be retroactive to the date the member met the qualifications for an incentive item as indicated in the proof of eligibility.

ARTICLE 4 - EDUCATIONAL PROGRAMS

Section 4.01  INCENTIVE PAY

EFFECTIVE October 14, 2008

1. Effective October 14, 2008, Employees with two or more years of service with the El Segundo Fire Department and possessing a valid Commercial Class "B" Restricted Driver's License, or who possesses a California Class "C" driver's license with a firefighter endorsement and who are qualified to operate a Class "B" vehicle by El Segundo Fire Department Standards and firefighters restricted noncommercial Class "B" Driver's License, or equivalent, possessing a valid EMT-D certification or Los Angeles County Paramedic Accreditation shall be compensated in the monthly amount of $50.00.

2. Effective October 14, 2008, additional educational incentive compensation shall be as follows and as set forth in the applicable range in Schedule 1, attached and incorporated into this MOU as Exhibit 1.

a. Fire Science Certificate or successful completion of twenty units of college level courses in Fire Science and two years of service with the El Segundo Fire Department - pursuant to Schedule 1, Fire Units;

b. Associate of Arts Degree with at least twenty units in Fire Science and 7.5 years of service with the El Segundo Fire Department - pursuant to Schedule 1, AA Degree;

c. Bachelor's Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief and 10 years of service with the El Segundo Fire Department - pursuant to Schedule 1, BA Degree;

d. Master's Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief and 15 years of services with the El Segundo Fire Department - pursuant to Schedule 1, MA Degree.

e. The above amounts shall not be cumulative.

Section 4.02  ELIGIBILITY

1. Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for incentive pay as provided herein. Each employee who qualifies for educational incentive pay shall remain eligible during the course of his/her employment with the City, with the following exceptions: After qualifying for educational incentive pay, an employee shall cease to receive
such pay during any time period that: the employee does not meet the requirements for educational incentive pay; the employee is suspended without pay; or the employee's most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this incentive under the terms stated above shall have their incentive pay reinstated the first payroll period following his/her re-qualification.

Section 4.03 CONTINUOUS TRAINING

1. The City currently provides the training and the means to obtain the EMT-D certification and the Class "B" Restricted Driver's License. In the event the City elects not to provide the training or means to obtain the required certification or license, the requirement for the respective certification or license shall be dropped and otherwise qualified employees shall remain eligible for educational incentive pay until such time as the City again provides the said training and means.

ARTICLE 5 - LONGEVITY ACHIEVEMENT PAY

Section 5.01 TENURE AND COMPENSATION SCHEDULE

1. Effective October 14 2008, employees shall be compensated for continuous City fire service longevity requirements as follows:

   a. Upon completion of six and one-half years of service, monthly payments pursuant to Schedule 1, "Long 6.5 Level 1";

   b. Upon completion of thirteen years of service, monthly payments pursuant to Schedule 1 "Long 13 Level 2";

   c. Upon completion of nineteen and one-half years of service, monthly payments pursuant to Schedule 1 "Long 19.5 Level 3";

   d. Upon completion of twenty-six years of service, monthly payments pursuant to Schedule 1 "Long 26 Level 4".

Section 5.02 ELIGIBILITY

1. After qualifying for longevity pay, an employee shall cease to receive such pay during any time period that: the employee does not meet the requirements for longevity pay; the employee is suspended without pay; or the employee's most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this incentive under the terms stated above shall have their incentive pay reinstated the first payroll period following his/her re-qualification.
ARTICLE 6 - INSURANCE ACTIVE EMPLOYEES

Section 6.01 BASIC HEALTH AND MEDICAL INSURANCE

1. The City will consult with employees through the insurance committee and consider all suggestions and presentations on the types of insurance plan or plans to be purchased. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.

Section 6.02 OPTICAL INSURANCE PROVIDER

1. The optical insurance plan to be selected by the City will be the Teamsters’ proposed vision plan provided through Vision Care Plan or a plan with similar benefits.

Section 6.03 HEALTH INSURANCE FORMULA

1. The monthly City-paid health insurance premium contributions for medical/mental health insurance will be equal to the average dollar cost of the premium for an employee and two (2) or more dependents under the HMOs available to the employees under the Public Employees' Medical and Hospital Care Program in the “Los Angeles Area”, as that term is defined by CalPERS.

2. The Firefighters’ Association has filed a January 2, 2009 grievance regarding the manner in which the City has implemented Section 6.03 during the prior 2003-08 MOU. Adoption of this 2008-11 MOU shall not constitute a waiver by any party of any position/defenses it may elect to assert in the pending grievance/related litigation, nor is adoption of this MOU evidence of support for the position that may be asserted by any party to the grievance/related litigation.

Section 6.04 DENTAL, OPTICAL AND LIFE INSURANCE

1. Effective July 1, 2008 the City will add to each step of the employee’s base salary a flat dollar amount equal to 100% of the premiums for the agreed upon dental, optical and life insurance for employees and eligible dependents. This flat dollar amount shall be adjusted yearly equal to 100% of the new premiums and added to base salaries prior to the first payroll period in December. Any insurance premiums the employee becomes obligated to pay will be deducted from the employee’s paycheck and if eligible through the City’s established flex plan under section 125 of the Internal Revenue Code. Effective the benefit year beginning January 1, 2012, the City will extend dental coverage for dependants to the age of 26 as is the current practice for medical insurance.

Section 6.05 LONG-TERM DISABILITY INSURANCE

1. The City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters group Long-Term Disability Insurance. These payments shall be reported to the taxing authorities as ordinary income of the employees.
2. An employee who has qualified for Long-Term Disability as a result of an injury or illness shall be required to implement a 50/50 integration benefit (50% of the available LTD benefit being funded by any and all accrued leaves) under the LTD Plan after their FMLA time expires. This 50/50 option will continue until the employee returns to duty, terminates employment, or exhausts all accrued Leaves. During use of the integration benefit process, the City will continue the employee’s medical insurance and retirement payments as if the employee were not on Leave.

3. Employees of the Firefighters Bargaining Unit may participate in the City’s Catastrophic Leave Program. Members on Long-Term Disability Leave, upon exhausting all accrued leaves, will be considered for the use of the City’s Catastrophic Leave Program.

Section 6.06 CATASTROPHIC LEAVE PROGRAM

The Catastrophic Leave Program is as follows:

a. 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.

b. 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.

c. Procedures

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.

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.

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.

Employees must, at the time of donation, have a minimum of one hundred and twenty (120) hours of accumulated illness/injury leave remaining after a donation has been made.

5. 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.

Section 6.07  LONG TERM CARE GROUP INSURANCE

1. Effective July 1, 2003 the City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters Supplemental Long Term Care Rider Composite Plan.

Section 6.08  MEDICAL INSURANCE CONTRIBUTION - ON DUTY DEATH

1. If it is determined by the Workers' Compensation Appeals Board and/or the Public Employees' Retirement System that an Association member has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical insurance premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased member until age 18. Said medical premium payments on behalf of the children of a deceased member shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

2. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits, which the deceased member was receiving at the time of his/her death. For example, if at the time of death, the member was enrolled in a specific HMO Plan, then future premium payments made pursuant to this Section shall be in an amount required to maintain comparable plan benefits.

Section 6.09  MAXIMUM CITY FUNDING OF ACTIVE EMPLOYEE/RETIREE INSURANCE PREMIUMS

Effective October 1, 2011, the cumulative monthly City-funding of any PERS medical insurance plans for active employees and/or retirees, shall not exceed $1,900.00 $1600.00 per month.

Section 6.10  REOPEN ON HEALTH CARE PROVIDER

1. During the term of this agreement, either party may reopen the contract in order to consider alternatives to the PERS medical plan. The City agrees that it will only propose plans that provide for a cost-effective, comprehensive medical package for employees and their families (i.e., provides comparable benefits to current plan including portability). There will be no change in insurance plans prior to the January 2010 plan year without agreement of the parties.

ARTICLE 7 - INSURANCE RETIRED EMPLOYEES

Section 7.01  CITY SPONSORED MEDICAL INSURANCE PLANS

1. The City will pay 100% of the premium for the agreed upon health insurance, under the City's insurance plans, for retired employees and eligible dependents, to the maximum dollar amount being equal to the contribution made for current employees with coverage which is the same as that of the retiree.
Section 7.02 OTHER MEDICAL INSURANCE PLANS

1. The City shall contribute up to $120.00 per month to employees who service retire while under the employ of the City of El Segundo toward any medical insurance coverage which the retiree should select for himself or herself if the selected medical coverage is not provided under the City's insurance plans. Retirees with non-City medical coverage shall submit proof of their annual coverage for medical insurance to the City at any time during the year and the City will issue them a reimbursement check. Partial year coverage shall be compensated on a pro-rated basis.

2. The above limitation shall not apply for retirees who retired before December 1989 and in December 1989 were not receiving a City contribution to medical insurance. The monthly limitation for such employees shall be $75.00.

Section 7.03 ELIGIBILITY RETIREE MEDICAL INSURANCE

1. Effective July 1, 1989, employees shall have a minimum of five (5) years of City service as a prerequisite to receive from the City service retiree medical insurance contributions and continued participation in the City's group insurance plans except as may be mandated by law (e.g., COBRA).

ARTICLE 8 - SICK LEAVE

Section 8.01 SICK LEAVE ACCRUAL

1. Permanent employees shall accumulate sick leave at the rate of one eight-hour day accumulation for each month’s service not to exceed a maximum of 1056 hours. Members of the Fire Service in the positions of firefighter, paramedic, fire engineer, and fire captain who work shifts shall accumulate sick leave at the rate of one twelve-hour day accumulation for each month’s service, not to exceed a maximum of 1584 hours. Sick leave shall be available for immediate use beginning from date of hire.

Section 8.02 SICK LEAVE USAGE FOR FAMILY CARE

1. Affected employees are eligible to utilize a maximum of six (6) days (three shifts) of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury. The City shall require each affected employee utilizing sick leave for said purpose to provide in writing a sworn statement evidencing the facts justifying the use of sick leave in this regard in compliance with the California Family Rights Act, Labor Code Section 233.

Section 8.03 SICK LEAVE PAY UPON SEPARATION

1. Upon separation from service of an employee, the City shall pay for the employee’s unused sick leave accumulation according to the following schedule at the same rate the employee would have
received had he/she used the benefit to receive full pay while absent on the date of the cash-out payment:

a. 50% after ten (10) years of service.

b. 90% after twenty (20) years of service.

2. Employees with 25 years or more of City service who have reached age 47 or more may, in each of their final three years of employment, cash out up to 1/3 of their accrued unused sick leave up to a maximum of 90% as long as they maintain a 120 hour post distribution balance during employment. The cash out is limited to one time per calendar year with the exception of the final 1/3 cash out to be made on separation. The first two payments are limited to the maximum dollar value of deferred compensation "catch up" permitted by law for the calendar year in which the cash out is received. In no event can an employee cash-out a cumulative total greater than that permitted above.

Section 8.04  SICK LEAVE PAY UPON DISABILITY RETIREMENT

1. Employees separating from service because of a disability retirement, after five (5) years of service, will be compensated at 90% of the employee's accumulated, unused sick leave at the same rate the employees would have received had he/she used the benefits to receive full pay while absent on the date of the cash-out payment.

Section 8.05  SICK LEAVE PAY UPON DEATH

1. Employees who die while under the employ of the City will receive 75% of their accrued unused sick leave. Benefits shall be paid to employee's beneficiaries and/or estate at the "regular rate of pay".

Section 8.06  ANNUAL PAYMENT FOR HOURS OVER MAXIMUM

1. On the first day of December of each year, employees who maintain a balance of 1056 hours (Firefighters assigned to fire suppression, 1584 hours) of Sick Leave accrual shall be paid at the "regular rate of pay" for one-half the Sick Leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10.

ARTICLE 9 - VACATION LEAVE

Section 9.01  VACATION ACCRUAL 40-HOUR WORK WEEK

1. Members of the Union who work 40 hours a week shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:

   a. Twelve (12) working days per year with full salary for the first seven years of continuous service with the City;

   b. Eighteen (18) working days per year with full salary after seven (7) years and until the completion of fourteen years of continuous service;
c. Twenty-four (24) working days per year with full salary after fourteen (14) years of continuous service.

Section 9.02 VACATION ACCRUAL 24-HOUR SHIFT

1. Employees who work on a shift basis shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:

a. Six (6) shifts per year with full salary for the first seven (7) years of continuous service with the City.

b. Nine (9) shifts per year with full salary after seven years and until the completion of fourteen (14) years of continuous service.

c. Twelve (12) shifts per year with full salary after fourteen (14) years of continuous service.

Section 9.03 VACATION ELIGIBILITY

1. One (1) captain, one (1) engineer, one (1) paramedic and one (1) firefighter per shift shall be granted vacation leave upon approved application being made and consistent with the needs of the Department. Effective October 1, 2011, the use of unsecured vacation shall be allowed, as provided by the rehire policy, more than one member in a rank per shift will be able to use accrued vacation time.

2. Vacation leaves may be taken only after an employee has completed one year's continuous service with the City.

Section 9.04 VACATION BUY BACK

1. Each affected employee shall be provided the option of converting one hundred percent (100%) of annual accrued vacation leave to cash, at the regular rate of pay of pay existing at the time of distribution, during one (1) calendar year pay period as selected at the discretion of the employee. During the term of this MOU only, no vacation buy back will be allowed.

Section 9.05 VACATION ACCRUAL ON IOD

1. An employee on a City approved industrial disability leave may exceed his/her maximum vacation accrual by 50% of his/her annual vacation leave. (Example: employee on IOD with 288 hours accrued vacation may accrue an additional 72 hours, i.e. 50% of his 144 annual accrual).

Section 9.06 PROMOTION AND TRANSFER ELIGIBILITY
1. Vacations shall be honored with respect to all transfers even if that vacation period has already been taken by another member. In addition, vacations shall be honored with respect to promotions, however this is contingent on volunteer members being available to work. Vacations honored under this provision that allow two members to be on vacation during the same period shall not be available to other members should the transferred or promoted member cancel said vacation period.

Section 9.07 PAYOUT ON TERMINATION

1. 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.

Section 9.08 EMERGENCY USE

1. For personal emergencies, that is, a serious illness of an "immediate family" member of the employee or the employee's spouse and for cases of extreme and unusual hardship of an emergency nature, employees, upon request, shall be entitled to utilize accumulated vacation leave or compensatory time-off, for which prior notification is required; however, in certain instances notification requirements may be waived.

Section 9.09 Limited Use Time

1. Current Limited use off time may to be used in the same manner as vacation time and may result in an overtime. All El Segundo Fire Association Limited Use Time banks must be exhausted by September 30, 2012.

ARTICLE 10 - OVERTIME

Section 10.01 GENERAL

1. Effective July 1, 2006

a. All of the members of the Fire Department shall be subject to call for service at any time.

b. All employees working a 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their "regular rate of pay," for all time worked or regarded as having been worked because of a paid leave of absence in excess of their daily work shift or in excess of 182 hours in a 24 day work period. This MOU periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq.

c. All employees working a 40 hour/7-day work period, a 9/80 or other modified 40 hour schedule shall receive premium overtime compensation at the rate of one and one-half (1.5) times their regular rate of pay for all time worked or regarded as having been worked because of a paid leave of absence in excess of their daily work shift or in excess of 40 hours in a 7-day work period.

MOU Between the City of El Segundo and IAFF Local 3682
10/1/11 TO 9/30/13
Amended X/XX/11: City Union
Section 10.02  OVERTIME UNDER FLSA

1. Effective July 1, 2006

   a. The City shall compensate personnel who temporarily work an 8-hour day at their regular rate of pay based on a 56-hour per week work schedule. The employee’s hourly rate shall be modified to a 40-hour per week rate if the Fire Chief reassigns the employee to that shift for an extended term.

Section 10.03  RECALL/FORCED HIRE COMPENSATION

1. Effective July 1, 2006

   a. Employees subject to recall shall be paid a minimum of four (4) hours at time and one-half. Employees subject to forced rehire shall be paid a minimum of four (4) hours at time and one-half. The Battalion Chief will release a recalled/rehired suppression employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

ARTICLE 11 - DEFERRED COMPENSATION PROGRAM

Section 11.01  ELIGIBILITY / PROGRAM ADMINISTRATOR

1. Union members are eligible to participate in the City’s approved deferred compensation programs. The contributions made to this program shall be borne solely by the employee (i.e. no City contributions). In the event the City contemplates changing the program administrator, the City will first consult with the Union.

Section 11.02  DEFERRED COMPENSATION MATCHING FUNDS

1. Effective July 1, 2007 the City shall match contributions made by the employee to the City’s Deferred Compensation Plan established under Section 457 of the Internal Revenue Code to a maximum of 5% of the employee’s regular rate of pay. The City shall deposit the matching funds on behalf of the employee into the City’s Deferred Compensation Plan established under section 401(a) of the Internal Revenue Code on or before December 10th of each year. The matching contribution shall be based on the contributions made by the employee to the 457 plan for the calendar year. For fiscal years ending in 2011, and 2012 only, the city shall make no contributions to the employees 401A, deferred compensation account. The City shall re-implement the deferred compensation plan starting January 1, 2013.

ARTICLE 12 - RETIREMENT - PERS

Section 12.01  THREE PERCENT AT FIFTY-FIVE

1. All sworn firefighting employees currently represented by the Union who are safety members of PERS shall have their retirement benefits calculated pursuant to the three percent (3%) at age 55.
formula set forth in Section 21362 of the California Government Code. In addition, each such employee shall be entitled to the Level 3 Survivors' Benefits and entitled to elect to receive credit for prior military service in accordance with Section 21024 of the California Government Code.

Section 12.02 SURVIVORS BENEFIT

1. The City of El Segundo has modified its PERS contract to provide level four survivors benefit for unit members.

2. As soon as practicable, the City shall modify its PERS contract to provide for the Government Code § 21548 PRE-RETIREMENT OPTION 2W DEATH BENEFIT.

Section 12.03 RETIREMENT FORMULA

1. Employees shall have their retirement calculated on single highest year in accordance with Section 20042 of the California Government Code.

Section 12.04 PERS PAYMENT PICK-UP

1. The employees shall pay their required nine percent (9%) contribution to PERS. In accordance with Resolution No. 4497 The City shall pick-up this nine percent (9%) contribution, meaning that while employees pay their own nine percent (9%) member contribution, the City shall treat this contribution The contribution, as picked up, shall be treated as an employer contribution for purposes of employee federal and state income tax withholding as authorized by Internal Revenue Code (IRC) Section 414(h)(2).

2. The City's pick-up of the contribution shall be limited to the percentages noted herein. Increases in the City's pick-up percentage shall not occur without mutual agreement of the parties.

Section 12.05 PERS "COST-SHARING"

1. Effective as soon as is reasonably possible, the City shall amend its contract with PERS to provide for a Government Code § 20516(a) authorized sharing by sworn (safety) members of the unit of representation of the cost of optional retirement benefits. In conjunction with the contract amendment, sworn unit members shall participate in cost sharing by contributing three percent (3%) of compensation earnable as of October 1, 2011 toward the cost of optional benefits elected by the City on or after January 1, 1979. This member contribution shall be normal contributions over and above normal contributions otherwise required by statute and shall be treated as normal contributions to the extent mandated by statute.

2. The parties also acknowledge that implementing the above Government Code § 20516(a) PERS contract amendments as to sworn unit members will entail the passage of an unspecified period of time. Therefore, the parties further agree that for the period retroactive to the adoption date of this MOU, through and including the effective date of a Government Code § 20516(a) PERS contract amendment, this MOU shall reflect the parties' agreement to utilize Government Code § 20516(f) to
effectuate an interim agreement which shall provide that effective retroactive to the adoption of the date of this MOU, sworn unit members shall participate in PERS cost sharing by contributing three percent (3%) of compensation earnable as of October 1, 2011 toward the current service cost of benefits. Prior to the effective date of the above described Government Code § 20516(a) PERS contract amendment, such employee cost-sharing shall, to the extent authorized by the IRS and/or Franchise Tax Board, be implemented through pre-tax payroll deductions in the manner contemplated by Government Code § 20516(f).

The parties understand, agree and acknowledge that implementation of a Government Code § 20516(a) PERS contract amendment regarding “local fire safety” employees is contingent upon all “local fire safety” employees in the City being concurrently subject to the contract amendment. Therefore, if all “local fire safety” employees not represented by the Association do not agree to the Government Code § 20516(a) method of cost-sharing, then the cost-sharing for the unit members shall continue to be effectuated by the Government Code § 20516(f) method of implementing cost-sharing.

3. This provision shall terminate upon the expiration of this MOU, at which time the cost-sharing arrangement will be discontinued unless the parties mutually agree otherwise.

ARTICLE 13 - UNIFORM AND SAFETY EQUIPMENT

Section 13.01 UNIFORM MAINTENANCE PROGRAM

1. Each newly hired employee within a represented classification shall be provided at City cost, with three (3) complete uniforms. A "complete" uniform shall be defined as including required badges, patches, shirts, pants, boots, jackets, jacket liner, belt, tie, tie clip, hat, hat piece, collar piece, name tags and buckles. Further, the City shall at its own cost replace items fitting within the aforesaid uniform description where such items are rendered unserviceable through normal wear and tear. If boots can be re-soled without negatively impacting integrity of the boot, then replacement will not occur. The determination of the Fire Chief as to uniform items being replaced consistent with this section shall be final and binding and shall not be subject to a grievance procedure or to judicial review.

2. Additionally, each member of a represented classification shall be provided with an annual uniform maintenance allowance of $325, distributed quarterly on a prorated basis.

Section 13.02 CAL OSHA/FED OSHA UNIFORM REQUIREMENTS

1. In the event that Cal OSHA, Federal OSHA or an equivalent body changes the uniform requirements for unit employees, the City shall provide or pay the cost of the newly mandated item(s) up to 2 uniforms and 1 pair of shoes per employee.
Section 13.03  DEPARTMENT UNIFORM OFFICER

1. The duties of the Department Uniform Officer may be assigned in the Firefighters' bargaining unit. The assigned personnel will manage the purchase, replacement and distribution of uniforms and turnout gear.

ARTICLE 14 - BEREAVEMENT LEAVE

Section 14.01  GENERAL

1. A maximum of four (4) days (which shall be defined as two (2) shifts or 48 hours) paid bereavement leave per incident of death in the immediate family is provided separate and distinct from sick or other leave benefits. "Immediate family" shall be defined as spouse, child, mother, father, grandparents or sibling.

Section 14.02  USE OF OTHER LEAVES

1. No other emergency leave shall be provided, except as outlined in Sections 8.02 and 9.10.

Section 14.03  DOCUMENTATION

1. Members who use bereavement leave or emergency leave shall be required to write a fire department correspondence through channels to the Fire Chief indicating the reason they requested the leave. The Fire Chief shall sign the letter and include it in the member's fire department personnel file.

ARTICLE 15 - COMPUTER LOAN PROGRAM

Section 15.01  GENERAL

1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum of $4000 cumulative interest free loan to purchase personal computer hardware and software. 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 that an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee's final check.

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

3. "After-the-fact" financing is allowed only with prior approval of the Director of Finance or his/her designee.
Section 15.02 INITIAL LOAN

1. All participants to the loan program will be eligible for an initial, interest free loan in the amount of $4,000 (four thousand dollars). An employee with an outstanding balance on a prior computer loan as of July 1, 1997, will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program. 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 36-month repayment term.

Section 15.03 ELIGIBLE PURCHASES

1. Eligible purchases shall be expanded to include ergonomic-related furniture and equipment and anti-viral software shall be required as a prerequisite in granting requested loans.

ARTICLE 16 - SAFETY COMMITTEE

Section 16.01 SELECTING MEMBERS

1. The Fire Department Safety Committee shall at a minimum consist of one member from each suppression position: Battalion Chief, Captain, Engineer, Firefighter/Paramedic, and Firefighter. Each position shall select their volunteer representative. If there are no volunteers, the Fire Chief may appoint a position representative. Review of the representatives shall be made at approximately 18-month intervals, and/or at the request of the committee at any time. In addition to being comprised of suppression personnel, the Safety Committee shall also consist of one member from the Fire Prevention Division and one member from the Environmental Safety Division.

Section 16.02 PURPOSE

1. Using a proactive risk management approach, make recommendations for abating unsafe conditions in order to prevent accidents and improve safety in all department operations.

2. Review policies and procedures of the department as they pertain to safety, and make recommendations for correction or change.

3. Review equipment, uniforms, and protective gear to assure their quality as related to safety considerations.

4. Review accidents related to equipment, apparatus, and facilities, as well as make recommendations regarding any corrective measures needed to limit future occurrences.

5. Issue department safety bulletins at the direction and approval of the Fire Chief.

6. All recommendations will be forwarded to the Fire Chief. He will take any final actions, ensuring compliance with local policies or ordinances, and/or any state or federal regulations.
Section 16.03  MEETINGS

1. The committee shall meet at the discretion of their selected chairperson.

ARTICLE 17 - TRAINING REIMBURSEMENT

Section 17.01  PARAMEDIC TRAINING REIMBURSEMENT

1. Employees who participate in the Paramedic Training Program will be required to reimburse the City, for the cost associated with training paramedics upon voluntary separation from City service. The rate of reimbursement is as follows:

   a. Voluntary separation during the Paramedic Training Program - 100% of the City's expended costs for training. Reimbursement is not required if the City receives credit back from the training program.

   b. Voluntary separation during the first year following state certification as a paramedic - 100% of the City's expended costs for training.

   c. Voluntary separation during the second year following state certification as a paramedic - 50% of the City's expended costs for training.

   d. Voluntary separation during the third year, and thereafter, following state certification as a paramedic - no reimbursement.

2. The City's costs will be limited to the following:

   a. Primary Paramedic Training.

   b. State Accreditation Fee.

   c. L.A. County Accreditation Fee.

Section 17.02  DEPARTMENT INSTRUCTOR TRAINING

1. Employees sent to training at City expense, for the purpose of training and instructing members of the department in training disciplines, shall commit to serve as a department instructor for a minimum of two (2) years. Any member who chooses not to honor this commitment will be required to reimburse the City for costs associated with the training according to the following schedule:

   a. Voluntary separation during the training program - 100% of the City's expended costs for the training. Reimbursement is not required if the City receives credit back from the training program.

   b. Voluntary separation from department instructor during the first year following the training course(s) - 100% of the City's expended costs for the training.
c. Voluntary separation from department instructor during the second year following the training course(s) - 50% of the City's expended costs for the training.

d. Voluntary separation during the third year, and thereafter, following the training course(s) - no reimbursement.

e. Members who voluntarily separate from the City will be exempted from this provision, unless the member leaves within the first six (6) months after completion of the training.

2. To determine reimbursement costs, the City's cost will be limited to the following:

   a. Fees for the course(s).

   b. Travel, per diem and lodging expense.

ARTICLE 18 - EDUCATIONAL REIMBURSEMENT

Section 18.01 REIMBURSEMENT FOR COURSES

1. For unit employees hired after July 5, 1975, the City will pay the employee $375 for each job related course (3-unit semester or 4-unit quarter system) the employee completes at an accredited college, university, or California State Fire Academy accredited state or regional class taken during the employee's non-work hours in which a minimum "C" grade is received in said course. The employee is required to obtain the prior approval of the Fire Chief. The maximum an employee can receive in any calendar year period is $1,500.

2. During the term of this agreement, the parties shall confer regarding designation of those California State Fire Academy courses which shall result in eligibility for reimbursement. The designation of classes shall include, but need not be limited to those classes that previously have been approved. Once the initial designation list has been compiled, the Fire Chief shall first confer with Union representatives and shall then be authorized to add newly designated courses which the Fire Chief considers appropriate.

Section 18.02 REIMBURSEMENT FOR TUITION AND BOOKS

1. An additional benefit will be offered to employees hired after July 5, 1975. Those employees will have the option of receiving reimbursement for tuition and books as outlined below. (The employee may select only one reimbursement option during a calendar year)

   a. The employee must submit a memo to the Fire Chief detailing courses and the time frame required to obtain job-related Associate or Bachelor degree at an accredited college or university.

   b. The employee must receive approval (prior to enrollment) from the Fire Chief to receive reimbursement for tuition and books.
c. Tuition and book reimbursement is not to exceed $2,000 for each affected employee per calendar year.

d. Reimbursement requires obtaining a grade of "C" or higher, and submission of appropriate receipts to the Fire Chief and the Director of Administrative Services.

e. The Fire Chief or his/her designee shall keep a log of employees requesting and receiving educational reimbursement.

f. Employees must maintain an overall satisfactory department evaluation to remain eligible for educational reimbursement.

g. Once approval has been obtained the employee must meet the criteria outlined above to receive the reimbursement.

Section 18.03 CITY REIMBURSEMENT AGREEMENT

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

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

Section 18.04 CITY REIMBURSEMENT SCHEDULE

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

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ARTICLE 19 -TEMPORARY APPOINTMENTS

Section 19.01 GENERAL

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

Section 19.02  METHOD FOR FILLING VACANCIES

1. Rank for rank rehires shall be the standard method used for filling vacancies with the exception of long term vacancies expected to be longer than eight (8) weeks.

Section 19.03  GUIDELINES

1. Long-term vacancies (more than 8 weeks) may be filled with provisional appointments made at the direction of the Fire Chief. The following guidelines shall be used when considering filling a vacancy by provisional appointment.
   
   a. The Fire Department Personnel Officer (FDPO) shall obtain a diagnosis in writing from the attending physician.

   b. The FDPO will refer to the Medical Disability Advisor, 2nd Edition, by Presley Reed, M.D., to assist in determining the duration of the employee's absence. This would be the average of the minimum and maximum expected length of disability in the category for very heavy work.

Section 19.04  PARAMETERS FOR CONFERRING

1. The FDPO will confer with the Union to determine whether or not a provisional appointment should be made. Provisional appointments will normally be made when each of the following statements is true:

   a. An employee to be provisionally appointed is reasonably available and has qualified for the position by competitive examination.

   b. The provisional appointment is needed to relieve an over burden of staffing replacement hours.

   c. The provisional appointment will not cause an over burden of staffing replacement hours.

   d. The provisional appointment does not fall 45 days prior to a promotional examination in the same classification as the provisional appointment.

   e. The provisional appointment can be reasonably justified as an operational necessity.

Section 19.05  DETERMINATION OF APPOINTMENT

1. The FDPO and the Union will reduce to writing a recommendation to the Fire Chief as to whether or not a provisional appointment should be made. The recommendation will be made within ten (10) days of a known vacancy and include the agreed upon answers to the statements listed above and/or the agreed upon differences of opinion of the FDPO and the Union.

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Amended X/XX/11: City_____ Union______
2. The Fire Chief will consider the recommendation and make the final determination. If the recommendation is not made within ten (10) days, the Fire Chief will make a decision based on the information available at that time.

Section 19.06 INTENT OF POLICY

1. This policy shall not be abused or used outside the intent of filling longer-term disability positions, except for dynamic emergency situations that dictate rank for rank rehires.

ARTICLE 20 - MAINTENANCE AND REPAIRS

Section 20.01 LIMITED MAINTENANCE AND REPAIR

Fire Department members shall perform limited maintenance and repair such as outlined below:

1. CARPENTRY
   a. Members will perform minor, unskilled carpentry maintenance and repair. Such carpentry responsibilities shall not include maintenance or repairs requiring special skills, knowledge, or tools beyond household handyman level.

2. PAINTING
   a. Members will perform touch-up painting (small jobs handled with 1" brush and quart can). Such touch-up painting shall exclude painting of entire walls, rooms, or structures.

The foregoing Limited Maintenance Agreement shall pertain to all fire facilities:

Section 20.02 ADMINISTRATIVE OFFICES (FIRE STATION #1)

1. The City will maintain and clean the administrative office area and greenhouse windows in Fire Station #1. For the purpose of this provision, the administration office area is defined as the lobby, secretarial area, Fire Chief's Office, Fire Prevention Bureau offices, and Conference Room. Unit employees shall continue to be responsible for the maintenance and cleaning of all other areas in this facility and all areas of Fire Station #2 as presently provided.

ARTICLE 21 - MATERNITY LEAVE

Section 21.01 EQUAL BENEFITS

1. Except as provided herein, a female employee disabled because of pregnancy, childbirth, or a related medical condition shall have the same benefits as are provided to other employees who are temporarily disabled for (non-industrial) medical reasons.
Section 21.02 WORKING AND REPORTING

1. It is the employee's right to continue to work while she is pregnant. Members who become pregnant and are physically capable of performing their jobs may, at their discretion, remain in active-duty positions, and are not required to report their condition to the employer.

Section 21.03 LIGHT DUTY

1. The City shall transfer a pregnant female employee to a less strenuous or hazardous position for the duration of the employee's pregnancy if she so requests, with the advice of her physician or the employee's other licensed health-care provider, where that transfer can be reasonably accommodated. The position will have an equivalent rate of pay and benefits. However, the City shall not be required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

Section 21.04 LEAVE

1. A female employee disabled because of pregnancy, childbirth, or a related medical condition shall be entitled to take up to four months of leave of absence or the amount of accrued sick leave and vacation (if such leave is used), whichever is greater, due to such disability. The definition of "disabled because of pregnancy" includes that provided in California Code of Regulations Section 7291.2(g) and includes severe morning sickness or the need for time off for prenatal care. The date on which the leave should commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician or the employee's other licensed health-care provider. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee's physician or her other licensed health-care provider. At the end of the employee's period(s) of pregnancy disability or at the end of four months pregnancy disability leave, whichever occurs first, a California Family Rights Act ("CFRA") eligible employee may request to take CFRA leave of up to 12 workweeks for the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition in order for the employee to take CFRA leave. There is also no requirement that the employee no longer be disabled by her pregnancy before taking CFRA leave for reason of the birth of her child.

Section 21.05 NOTICE OF LEAVE

1. Any employee who plans to take pregnancy disability leave shall give the City reasonable notice (generally at least 30 days) of the date the leave will commence and the estimated duration of any leave. If 30 days advance notice is impractical (e.g., medical emergency or unforeseen occurrence) the employee shall inform the City of her need for pregnancy disability leave as soon as practicable.
a. The City reserves the right to require written confirmation from the employee’s physician or the employee’s other licensed health-care practitioner that she is or will be disabled by pregnancy, childbirth, or related medical conditions as a condition of granting pregnancy disability leave.

b. The City reserves the right to require written verification from the employee’s physician or the employee’s other licensed health-care practitioner that her disability has ceased before the employee returns to work.

Section 21.06 RETURNING TO WORK

1. When the employee is ready to return from pregnancy leave the employee shall be entitled to return to her original position unless either:

   a. The job ceases to exist because of legitimate business reasons unrelated to the employee’s pregnancy disability leave (e.g., layoff); or

   b. Each means of preserving the job for the employee would substantially undermine the City’s ability to operate safely and efficiently.

Section 21.07 COMPARABLE POSITION

1. If the employee cannot return to her original position because of either of the foregoing reasons, she shall be entitled to a comparable position unless either:

   a. There is no comparable position available; or

   b. For employees whose pregnancy disability does not qualify as a Family Medical Leave Act ("FMLA") leave, a comparable position is available, but filling the available position with the returning employee would substantially undermine the City’s ability to operate safely and efficiently.

   c. “Employment in a comparable position” means employment in a position, which is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. It must be performed at the same or geographically proximate worksite from where the employee was previously employed. It ordinarily means the same shift or the same or an equivalent work schedule.

Section 21.08 RIGHTS

1. Nothing contained herein shall limit the rights of the employee under the California Family Rights Act, the Federal Family and Medical Leave Act or other statutory and/or case law.
ARTICLE 22 - POLICY AND PROCEDURE AGREEMENTS

Section 22.01 DISABILITY RETIREMENT APPEAL PROCEDURES


Section 22.02 ANNUAL FITNESS FOR DUTY PROCEDURES

1. The parties have agreed upon an annual fitness for duty policy and associated forms as indicated by initialing and dating the forms and policy on June 9, 2003.

Section 22.03 INJURY ON DUTY PROCEDURES

1. The parties have agreed upon a injury on duty procedures dated June 18, 2003

Section 22.04 MODIFIED DUTY PROCEDURES

1. This is a temporary light duty procedure, as part of occupational injury and illness policy.

2. When an employee is assigned to light duty the employee shall be assigned to a 40-hour workweek schedule (9-80 schedule). The attending physician will identify any work restrictions and limitations. The fire administration will determine if an appropriate temporary light duty assignment is available meeting the restrictions detailed by the attending physician. Final approval for temporary light duty assignments rests with the Fire Chief. Temporary light duty assignments shall be for thirty (30) days. The Fire Chief may grant extensions as needed or requested.

3. While on light duty the employee will wear the department-approved uniform. Exceptions to the requirement to wear the department-approved uniform may be granted by the Fire Chief based on the nature of the injury and the work to be performed.

4. In order to return to full duty the employee must provide written documentation per City Practices authorizing the return to unrestricted duty.

5. An employee assigned to temporary light duty may make a request to the Fire Chief for a modified 40-hour workweek and/or work location. The nature of available assignments and the needs of the employee will be considered in the decision. The Fire Chief will consider each request for a modified schedule/location on a case-by-case basis.

Section 22.05 REHIRE POLICIES

1. City officials and Association representatives met and agreed to Rehire/Staffing Policy and Procedures. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated December 19, 2003. Either party may cause a reopening of the meet and confer process regarding proposed changes to the Rehire/Staffing Policy and Procedures incorporated herein. There shall be no modification to the Rehire/Staffing Policy and

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10/1/11 TO 9/30/13
Amended X/XX/11: City_____ Union_____
Procedures absent an agreement of the parties to do so.

Section 22.06  **RANK FOR RANK POLICY**

1. The City agrees that when it rehires employees of the Fire Department it will rehire in rank, in accordance with the Rehire/Staffing Procedures, if there is available for rehire an employee holding the same rank as the absent employee.

Section 22.07  **DRUG-FREE WORKPLACE POLICY**

1. The City of El Segundo Drug-Free Workplace Statement and Substance Abuse Policy (dated July 1, 2008 25, 1994) is accepted by the Union. During the term of this agreement the city shall assess the need for revisions to the Drug-Free Workplace Statement and meet and confer with the Association for any proposed modifications to cause compliance with Lanier v. City of Woodburn.

Section 22.08  **LAYOFF AND RECALL POLICY**

1. Definitions

   a. Layoff - A reduction in the workforce, resulting in temporary or permanent unemployment, of one or more employees.

   b. Bumping - Moving to a lower classification or special assignment in which there is no vacancy and displacing an employee who has less seniority in that classification or special assignment as determined by appointment date to the affected classification.

2. Grounds for Layoff

   a. Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced (bumped) by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his/her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change. Employees of the Fire Department shall be laid off in the following order:

      1. Temporary, part-time and seasonal employees;

      2. Probationary employees;

      3. Employees who have finished their probationary period.

3. Notice to Employees

   a. An Employee filling a full time position shall be given fourteen (14) calendar days notice of layoff, seventeen (17) calendar days if by certified mail, indicating the circumstances, which made the layoff necessary. Employees reduced or displaced (bumped) shall be given five (5) calendar days notice, eight (8) calendar days notice if by certified mail, indicating the circumstances which made the
change necessary. In the event of an emergency, the City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

4. At-Will Employees

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

5. Benefit Payoff

a. In the event an employee is laid off, he/she shall receive payment, at the employee's request, for any earned unused sick leave (in accordance with the M.O.U.), prorated vacation or holiday time as quickly as possible but not later than fourteen (14) days after the layoff.

6. Procedures for Layoff

a. Permanent employees shall be laid off in order of 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 seniority in City service, etc. Seniority shall be determined by hire date.

7. Procedures for Reduction or Displacement

a. Employees shall be reduced or displaced (bumped) in order of their seniority in the affected classification or special assignment, that is the employee with the least seniority in the classification or special assignment shall be reduced or displaced (bumped) first, followed by the employee with the second least seniority in rank, etc. Seniority shall be determined by promotion or assignment date. Temporary appointments or "Acting" assignment dates shall not be used for the purpose of calculating seniority in rank. For the purpose of this section Paramedic Assignment shall be considered below Fire Engineer and above Firefighter.

8. Bumping Rights

a. Employees shall have the right to bump down to a lower classification or special assignment to which they were previously assigned, provided that the employee has greater seniority in that assignment, thus bumping an employee in that classification or special assignment with the least seniority to a lower classification or special assignment. To bump down into a lower classification or special assignment the employee must qualify for the position including any required certifications or licenses. Employees properly laid off in the bargaining unit shall not have bumping rights to any other City departments. Employees laid off from other departments of the Employer shall not have any bumping rights to positions within Fire Department Suppression Division.
9. Breaking Ties

a. In cases where employees have the same date of hire (i.e. equal seniority), seniority shall be granted to the employee with the highest score on the examination in which the employee participated and received the appointment. The following criteria shall be used to determine seniority (in case of a tie or the testing process is not applicable, the next criteria shall be used).

1. Overall raw score.
2. Raw score of the oral interview.
3. Raw score of the Practical (Engineers)
4. Raw score of the written examination.
5. The earliest date and time of application.

10. Salary Placement

a. 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 the 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 the reemployment list or lists.

11. Reemployment List

a. 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 refused the reemployment offer shall be permanently removed from the reemployment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the reemployment list.

12. Letter of Layoff

a. The City shall provide all employees who were laid off from the City a service letter setting forth that the employee was laid off and is eligible for reemployment. Those employees who were displaced to lower positions will be granted, upon the employee's request, a letter from the City stating the employee was reduced in status as a result of a layoff and is eligible for reemployment to the higher-level position.
13. Rights of Reemployment

a. If a person is reemployed by the City within three (3) years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

14. Appeal

a. If the above procedures, except for Section B - Grounds for Layoff and Section D - At-Will Employees, are misapplied and adversely affect a laid-off or displaced employee, the adversely affected employee may file an appeal, setting forth what sections of this Section were violated, to the City Manager.

Section 22.09 GRIEVANCE PROCEDURE

Effective October 1, 2011

1. Purpose

a. To promote improved employer-employee relations by establishing procedures for the fair and orderly resolution of disputes between the City and the Union and/or the City and employees represented by the Union.

b. To provide that grievances shall be settled as near as possible to the point of origin.

c. To provide that the grievance procedures shall be as informal as possible.

2. Definition

a. A "Grievance" shall be defined as a controversy between the City and the Union or an employee or employees covered by this agreement. Such controversy must pertain to any of the following:

   1. Any matter involving the application of any provision of this agreement; or
   2. Any matter involving the violation(s) of any provision or intent of this agreement; or
   3. Any matter that affects the working conditions of the employee or the application of all rules, regulations, policies and/or laws affecting the employees covered by this agreement; or
   4. Any protests of ratings or performance evaluations.

3. Evaluations

a. If an employee disagrees with their performance evaluation, Steps 1 and 2 of the grievance procedure shall apply to challenge the content of the employee's evaluation or
performance review. If the grievance is not resolved at Step 2, the issue may be presented to the Director of Administrative Services within five (5) calendar business days after termination of Step 2. A meeting with the employee, Union representative and the Director of Administrative Services will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar business days from the date the grievance is received by the Director of Administrative Services. The Director of Administrative Services may invite other members of management to be present at such meeting. The Director of Administrative Services will give a written reply by the end of the seventh (7th) calendar business day following the date of the meeting. The findings of the Director of Administrative Services shall be final.

4. Discipline

a. An appeal of discipline is not subject to the grievance procedure. An appeal of discipline is distinct from a grievance in that it is an action taken by an employee to request an administrative review of disciplinary action initiated against him or her and is subject to the following procedure, which shall supersede contrary provisions in Ordinance 586. Where necessary, the City shall propose necessary modifications to bring the Ordinance into compliance with Government Code § 3254.5 (FBOR.). Pursuant to Government Code Section 3254.5, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq.

5. Procedure

a. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

1. Step 1 - An employee's grievance must be submitted in writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this agreement alleged to have been violated within fifteen (15) calendar business days after the employee could have been reasonably expected to have had knowledge of the circumstance(s) giving rise to the grievance. The supervisor or management representative shall reply in writing to the employee by the end of the fifteenth (15th) calendar business day following the presentation of the grievance and giving of such answer will terminate Step 1.

2. Step 2 - If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief within ten (10) calendar business days after termination of Step 1. A meeting with the employee, Union representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance.

3. Such meeting will take place within ten (10) calendar business days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other
members of management to be present at such meeting. The Fire Chief will give a written reply by the end of the seventh (7th) calendar business day following the date of the meeting, and the giving of such reply will terminate Step 2.

4. Step 3 - If the grievance is not settled in Step 2, the grievance will be presented to the City Manager within five (5) calendar business days after termination of Step 2. The Grievant(s) or Union Representative and the City Manager shall, within seven (7) calendar business days after receipt of a grievance initiated at this Step, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar business days from the date the grievance is referred to Step 3. The City Manager will give a written reply by the end of the seventh (7th) calendar business day following the date of the meeting, and the giving of such reply will terminate Step 3. The findings of the City Manager shall be final and binding except as provided in Step 4 below.

5. Step 4 - In cases, and only in such cases, which involve the alleged violation of the Personnel Ordinance, the Classification and Salary Resolution, the Personnel Rules or a Memorandum of Understanding, the employee may, by written notification to the Director of Administrative Services within two (2) working days, request submission of the issue to the Los Angeles County Civil Service Commission, Public Employee Relations Board (PERB), or Los Angeles County Employee Relations Commission (ERCOM), whichever may apply, stating specifically the paragraphs of the Ordinance, Resolution, Rules or Memorandum of Understanding which the Grievant(s) alleges are being violated. The Director of Administrative Services shall then submit said request, together with copies of all the pertinent forms, documents, and materials concerned, to the Los Angeles County Civil Service Commission, to review all such evidence and information as it relates to the specific violation alleged by the employee(s).

6. Representation

a. Employees may be represented by persons of their choice at meetings with the Fire Chief, Director of Administrative Services, City Manager or Los Angeles County Civil Service Commission. When the grievance is processed with Union participation, the Union agrees to pay half of the cost of hearings conducted by the Los Angeles County Civil Service Commission, to a maximum annual (fiscal year) amount of three-thousand dollars ($3,000). In addition, Union shall pay half the cost of any FBOR mandated Administrative Law Judge. In such a case where a grievance is processed without the Union's approval or participation, the individual(s) shall not incur the same cost.
7. Witnesses

a. In the event an employee represented by the Union is required by any party to appear at any meeting in any Step in this Procedure while otherwise in a paid status, the employee shall not suffer any loss of pay as a result of that appearance.

8. Time Limits

a. Time limits and procedures, as set forth above for each of the Steps, may be extended or waived by mutual agreement between the parties, but neither party shall be required to so agree. The parties agree that in the event the Union or any member should fail to comply with any of the time limitations set forth in this Procedure, such failure shall constitute a waiver of its right to prosecute the grievance further, unless good cause exists for the failure and the City has suffered no prejudice as a result. In the event the City or any of its representatives should fail to comply with any of the time limits prescribed in this Procedure, such failure shall compel the City to grant the remedy requested in the grievance.

Section 22.10  SHIFT TRADE POLICY

1. During this negotiation process fire department officials and Association representatives met and agreed to the Rehire/Staffing Policy and Procedures that included shift trades. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated November 11, 2003.

Section 22.11  NO SMOKING POLICY

1. Effective July 1, 1987, unit employees shall not be permitted to smoke and/or use tobacco products on duty in City facilities at any time.

2. Any unit employees hired after July 1, 1987, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty.

Section 22.12  MEDICAL EXAMINATION POLICY

1. Firefighters shall be annually examined by a local medical doctor selected by the City, except Firefighters under thirty-five years of age, who shall be examined every two years.

2. For fiscal years ending in 2012, 2013, the ESFA agrees to forego their annual medical examinations. Annual medical exams will resume in calendar year 2014.

Section 22.13  MILITARY LEAVE POLICY

1. City shall provide military leave in accordance with law.
Section 22.14 ELECTION DAY VOTING POLICY

1. Covered employees who are assigned to work on the day of any Federal, State or Municipal elections, who desire to vote, shall be obligated to cast absentee ballots whenever legally available. The parties agree that this provision is not intended to infringe upon any employee voting rights set forth in Section 14000 et. seq. of the California Elections Code. If any portion of this provision is found to violate Section 14000 et. seq., as part of a final adjudication by a court of competent jurisdiction, then the parties agree to discuss alternative voting arrangements for covered employees forthwith which balances employee voting rights and the legitimate scheduling needs of the Fire Department.

Section 22.15 JURY DUTY

1. Employees shall be entitled to a leave of absence for jury Duty, subject to compliance with all of the following conditions:

   a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)

   b. During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.

   c. For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the court estimated during voire dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.

   d. Any compensation for the first two weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.

   e. While on Jury Duty, the employee must report to work or use vacation leave for the remainder of the employee’s scheduled duty days, when relieved of jury duty for the day and prior to the end of the scheduled duty day.

   f. The employee must provide documentation of his or her daily attendance on Jury Duty.

Section 22.16 FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

Effective October 1, 2011

Attached to this MOU as Exhibit I, is the discipline-related policy and procedure which has been drafted in accord with the requirements of Government Code § 3250 et. seq., the Firefighters Procedural Bill of Rights Act.
ARTICLE 23 - UNION BUSINESS

Section 23.01 BULLETIN BOARDS

1. The Union shall be provided a bulletin board location at each fire station for its posting of information concerning official Union business and activities. All posting shall contain the date of the posting and the identification of the document as a Union sponsored publication. All postings shall be done by an authorized Union representative. Management shall have a right to remove and/or prevent the posting of materials that contain personal attacks upon the qualifications, skills, credibility, honesty or character of any City employee of any rank.

Section 23.02 UNION MEETINGS

1. The Union shall be limited to ten (10) meetings per year during regular business hours. Additional meetings can be held after hours or on weekends.

2. Meetings held during regular business hours shall begin at 0730 hours and end at 1130 hours with employees returning to work details by 1145 hours, except that meetings may be longer with approval of the Fire Chief or his designee.

Section 23.03 CONDUCT OF UNION/ASSOCIATION BUSINESS

1. Effective July 1, 2000, each fiscal year representatives designated by the Union shall be entitled to seven (7) twenty-four (24) hour shifts of time with pay in order to attend related conferences, seminars, workshops, meetings, etc. No more than four (4) shifts, or the equivalent number of hours may be taken by any one representative on any one occasion. Time used to participate in the processing of grievances or during the formal "Meet and Confer" process shall be in addition to, and shall not count against, the time off with pay granted above. A maximum of four (4) of these shifts not used during a calendar year may be carried over into the next year, however, in no circumstance shall the Union or its representatives be entitled to more than eleven (11) shifts per fiscal year. Employees requesting to utilize this paid leave shall secure approval from the President of the Association and submit the request to the Fire Chief ten (10) days in advance of the requested time off. Employees shall not be penalized any hours for utilizing this time, for the purpose of calculating FLSA compensation.

Section 23.04 Agency Shop Clause

Effective October 1, 2011

Pursuant to California Government Code Section 3502.5, the parties agree to institute an "Agency Shop" agreement whereby an employee in the unit of representation covered by this Agreement is required, as a

MOU Between the City of El Segundo and IAFF Local 3682
10/1/11 TO 9/30/13
Amended X/XX/11: City______ Union______
condition of continued employment, either to join the El Segundo Firefighters' Association or pay it a service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the organization. As a result, each bargaining unit employee must either:

1. Elect to join the Union and pay union dues; or

2. Pay an agency fee for representation; or

3. With a bona fide religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

Union Dues/Agency Fee Collection

Effective January 1, 2012, the Finance Department shall deduct union dues, agency fee and religious exemption fees from all employees who have signed a written authorization and a copy of that authorization has been provided to the Finance Department. Employees on leave without pay or employees who earn a salary less than the union deduction shall not have union dues or agency fee deduction for that pay period.
The Union shall notify the City of any agency fee payer who elects to only pay fair share fees. The Union shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer’s paycheck.

The Union shall notify in advance all affected employees and the City if the amount will change.

**New Hire Notification**

Effective January 1, 2012, all new hires in this general bargaining unit shall be informed by Human Resources, at the time of hire, that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this Memorandum of Understanding and a form, mutually developed between the City and the Union that outlines the employee’s choices under the Agency Shop agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Finance Department. The Union may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Union.

**Failure to Pay Dues/Fees**

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

**Religious Exemption**

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

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

In lieu of union dues or agency fee, the employee claiming religious exemption shall be required to make a contribution equal to the Agency Fee, to one of the following non-labor, non-religious charitable organizations: South Bay Police & Fire Memorial Foundation; Alisa Ann Ruch Burn Foundation; Muscular Dystrophy Association; El Segundo Education Foundation.

**Records**

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

**Rescission of Agreement**

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10/1/11 TO 9/30/13
Amended X/XX/11: City___ Union___
The Agency shop agreement may be rescinded at any time during the term of the Memorandum of Understanding by a majority vote of all employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.

Indemnification

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

ARTICLE 24 - HOLIDAYS

Section 24.01 ACCUMULATION

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

Section 24.02 ANNUAL PAYMENT

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

Section 24.03 PERS PICK-UP

The City will pay 100% of the members’ PERS contribution on Holiday pay. This provision shall not be applicable during the term of this MOU only and will be re-instated immediately upon the expiration of this MOU.

ARTICLE 25 - MISCELLANEOUS

Section 25.01 PROMOTIONAL EXAMINATION REQUIREMENTS

1. Effective July 1, 2003

   a. Candidates for Fire Captain promotional examinations shall be required to have 4 years firefighting experience and possess an AA or AS Degree, which includes a curriculum in Fire Science or 10 years of firefighting experience with the El Segundo Fire Department. If the promotional testing is declared to be open-competitive the requirements for outside candidates shall be equivalent to the educational requirement and/or equivalent to the time in rank in a full-time professional fire department.
2. Effective July 1, 2006

a. Candidates for Battalion Chief promotional (or closed promotional) examinations shall be required to have eight (8) years experience in the fire service including 4 years as a captain, possess a Bachelor's Degree or 10 years of service as a Fire Captain with the El Segundo Fire Department. If the promotional testing is declared to be open-competitive the requirements for outside candidates shall be equivalent to the educational requirement and/or equivalent to the time in rank in a full-time professional fire department.

Section 25.02 OPPORTUNITY TO REVIEW MATERIALS

1. No employee shall have any comment adverse to his/her interest entered into the employee's personnel file, or any other file used for any personnel purposes by the employer, without the employee having first read and signed the instrument containing the adverse comment indicating the employee is aware of such comment, except that such entry may be made if after reading such instrument the employee refused to sign it. The employee's signature on the instrument indicates notice of the adverse comment, but does not indicate agreement by the employee with the comment. Should the employee refuse to sign, that shall be noted on that document, and signed by a witness, not a party to the issuance of the instrument. The employee may attach a rebuttal to the instrument containing the adverse remark to be included in the Human Resources or Fire Department personnel file.

Section 25.03 TRAINING PUBLIC AND EMPLOYEES

1. As part of their duties, suppression personnel may be required to instruct and participate in training for the public and other City Personnel. Examples of such training and participation include first aid, CPR, CERT, Confined Space Rescue Awareness, breathing apparatus, fire extinguisher operation, and various public education programs.

2. The determination as to whether to use on-duty personnel or off-duty personnel to conduct such training is within the Fire Administration's discretion to decide. If on-duty personnel are used Administration will determine whether to hire back additional personnel. The decision will be based on operational reasons. When personnel are hired back from off duty to instruct or participate in such training they will be paid at a rate consistent with the MOU.

ARTICLE 26 - SCHEDULE

Section 26.01 SCHEDULE - SUPPRESSION EMPLOYEES

1. The work schedule shall be two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) consecutive hours off duty, based upon a 24-day work cycle.
ARTICLE 27 - TERM

Section 27.01 TERM

1. The term of this MOU shall be July 1, 2008 through September 30, 2011. October 1, 2011 through September 30, 2013 with an option of extending to September 30, 2014 solely by the Fire Association. The Fire Association shall inform the City of its decision whether or not to extend the agreement no later than March 30, 2013.

2. This Agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect until such time as a new agreement is reached.

ARTICLE 28 - RETROACTIVITY

Section 28.01 RETROACTIVITY

1. All increases in compensation and benefits in year one to be retroactive to October 1, 2003. This excludes Section C.03.

Article 28 - Limited Layoffs

Section 28.01 No layoffs

1. The City agrees to guarantee that no layoffs of unit members will occur during the term of this MOU unless at any time during the term of the contract the general fund actual core gross revenues as defined in Section 29.01 for any six month period fall seven and one half percent (7.5%) below the prior fiscal year actual core gross revenues for the same six month period.

2. Before instituting any layoffs the City will agree to meet and confer in good faith with the Association to explore alternative cost saving approaches.

ARTICLE 29 - COLA

Section 29.01 Cost of Living Adjustment

If general fund actual core gross revenues increase by $1.5 million or more in fiscal year 2011-2012 compared to fiscal year 2010-2011 and/or by $1.5 million in fiscal 2012-13 as compared to 2011-2012, then the employees covered under this MOU will be entitled to a COLA increase effective the pay period including October 1 of the fiscal year immediately following the qualifying fiscal year(s). In other words, if the general fund actual core gross revenues in fiscal year 2011-12 and/or 2012-13 are $1.5 million or more greater than those in the previous fiscal year, the COLA increase will take effect October 1, 2012 and/or 2013. The amount of the COLA increase will be based upon the percentage increase in the Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area for the twelve month period ending the most recent August 31. Core gross revenues for this section shall mean all revenues except Net of All Transfers, other Licenses and Permits (account numbers: 3400-3499) and Charges for Services (account numbers: 3800-3899).
ARTICLE 30 - SIGNATURES

Section 30.01 SIGNATURES

1. This Memorandum of Understanding, October 1, 2011 to September 30, 2013 consisting of forty-seven (47) initialed pages, including the cover, index and signature pages, is made and entered into between the Union and the City as amended April 1, 2009.

For the Union:

Chris Thomason
President

Curt Crowson,
Vice-President

Tony Del Castillo
Vice President

Joseph Inez,
Treasurer

For the City:

Doug Willmore,
City Manager

Kevin Smith,
Fire Chief

Deborah Cullen
Director of Finance/Human Resources

Martha Dijkstra,
Human Resources Manager
EXHIBIT I

SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS
OF PUNITIVE ACTION
UNDER THE
FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and are intended to supplement Rule 14 and Rule 15 of the City of El Segundo Personnel Rules and Section 2.28.070, entitled "Hearing on Appeals" and Section 2.28.150, entitled "Employee Appeals" of Chapter 2.28, entitled "Personnel Merit System" of the City of El Segundo Municipal Code.

1. DEFINITIONS
   a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: firefighter, firefighter special assignment paramedic, fire engineer, fire captain, and battalion chief.
   b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

These procedures shall supplement Sections 2.28.070 and 2.28.150 of Chapter 2.28 of the City of El Segundo Municipal Code and Rules 14 and 15 of the City of El Segundo Personnel Rules.

A firefighter who is suspended for more than five (5) workdays, but not for a period in excess of thirty-one (31) workdays, shall be entitled to an appeal hearing before the City of El Segundo City Council ("City Council"), which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of
Division 3 of Title 2 of the California Government Code.

A firefighter who is suspended more than thirty-one (31) workdays; demoted; or dismissed from employment shall be entitled to an appeal hearing before the Los Angeles County Civil Service Commission ("Commission") which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code. ¹

a. Notice of Discipline as Accusation – The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code § 11500, et seq.

i. Pursuant to Government Code § 3254, subsection (f), a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§ 11500, et seq. The notice shall include a post card or other form entitled “Notice of Defense” which, when signed, will acknowledge service of the accusation and constitute notice of defense under Government Code § 11506.

iii. The accusation shall include or be accompanied by a statement to the respondent (firefighter) stating that the respondent may request a hearing by filing a notice of defense as provided in Government Code § 11506 within 15 days after service of the accusation, and that failure to do so will constitute a waiver of respondent’s right to a hearing. The statement to respondent should be prepared in conformity with the requirements of Government Code § 11505.

iv. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter with the notice of discipline.

¹ The Los Angeles County Civil Service Commission and the El Segundo City Council shall be referred collectively in these rules as “Commission/ City Council” inasmuch as the same procedures apply to each. Which body conducts the hearing will depend upon the punitive action being appealed.

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10/1/11 TO 9/30/13
Amended X/XX/11: City_____ Union_____
b. Request for Appeal Hearing - A firefighter seeking to appeal to the Commission/ City Council must file a timely Notice of Defense within 15 days after service of the accusation, in compliance with Government Code § 11506. Failure to file a timely Notice of Defense shall constitute a waiver of the respondent's right to a hearing, unless the City Manager (or designee) in his or her discretion nevertheless grants a hearing.

c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Commission (or its designee)/ City Council with the administrative law judge presiding at the hearing, pursuant to California Government Code section 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Commission/ City Council on matters of law. The Commission/ City Council shall exercise all other powers relating to the conduct of the hearing.

d. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Commission/ City Council, a hearing shall be conducted at the City of El Segundo City Hall at a time to be determined by the Commission/ City Council.

e. Notice of the Hearing – Notice of the hearing shall be provided to the parties at least 10 days prior to the date of the hearing and in a form consistent with Government Code § 11509.

f. The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the evidence.

g. The Commission/ City Council shall issue its decision pursuant to City of El Segundo Municipal Code Section 2.28.070. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be in writing. Copies of the decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.

h. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, is final. The decisions and findings of the Los Angeles County Civil Service Commission, or the City Council, as the
case may be, shall be subject to review of courts only, pursuant to Government Code § 11523.

3. **SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS NOT INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS**

Appeals from punitive actions other than suspensions for more than five workdays, demotion, or dismissal, shall be conducted in accordance with the appropriate procedures set forth in Rule 14 of the City of El Segundo Personnel Rules. The Los Angeles County Civil Service Commission shall have no jurisdiction over an appeal under this section. Nothing herein shall be interpreted to establish a property interest in any assignment.

In addition, pursuant to Government Code §§ 11425.10 and 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a dismissal, demotion, or suspension for more than five workdays. Examples of punitive actions subject to the informal hearing procedure, include, but are not limited to, written reprimands and non-disciplinary transfers resulting in a loss of compensation (e.g., non-disciplinary transfer out of a premium pay assignment). The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

a. **Effective Date of Punitive Action – Pursuant to Government Code § 3254, subsection (f), punitive action other than a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.**

b. **Notice of Appeal – Within five (5) work days of receipt by a firefighter of notification of punitive action as set forth above in paragraph (1)(b), the firefighter shall notify the Fire Chief in writing of the firefighter’s intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and any substantive and procedural grounds for the appeal.**

c. **Presiding Officer – In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. If the Fire Chief cannot serve as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the City Manager or designee shall serve as the Presiding Officer. The Presiding Officer, or**
his or her designee, shall conduct the informal hearing in accordance with these procedures. The decision of the Presiding Officer shall be final and binding.

d. Burden of Proof- The Fire Department ("Department") shall bear the burden of proof at the hearing.

i. If the punitive action involves charges of misconduct (i.e., allegations that the firefighter has violated one or more federal, state, or local laws, and/or City or Fire Department regulations, procedures, or policies), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that the punitive action was reasonable under the circumstances.

ii. If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The Department’s burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department’s burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.

e. Conduct of Hearing-

i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

ii. The parties may present opening statements.

iii. The parties may present evidence through documents and testimony.

   aa. Witnesses shall testify under oath.

   bb. Subpoenas may be issued pursuant to Government Code §§
If the punitive action being appealed is a written reprimand and/or does not involve a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.

Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.

Decision- The decision shall be in writing pursuant to Government Code § 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing.

Judicial Review in Limited Circumstances - Where the cross-examination of witnesses was allowed during the informal hearing, either party may seek judicial review of the decision pursuant to Code of Civil Procedure § 1094.6. Where the cross-examination of witnesses was not allowed, neither party may seek judicial review of the decision; the Presiding Officer's decision is final and binding, without further appeal or review.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: October 4, 2011
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Managers’ Association. (Fiscal Impact: Estimated Savings FY 2011/2012 of $205,490.24)

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 2011/2012 of $205,490.24

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

ORIGINATED BY: Deborah Cullen, Finance/Human Resources Director
REVIEWED BY:
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION
Staff and representatives of the El Segundo Police Managers’ 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 September 26, 2011.

The Agreement contains the following major provisions:

1. Term - October 1, 2011 – September 30, 2013 with the Association’s option to extend to September 30, 2014. Association shall notify the City of its decision to extend by March 30, 2013.
2. Employer-Paid Member Contribution (EPMC) -- Employees will pay three percent (3%) of the EPMC.
3. Vacation Buy-Back – Reduced from a maximum of two hundred (200) hours to thirty-five (35) hours.
4. Vacation Accruals – Annual accrual adjusted to bring unit more in line with other police safety group.
5. Deferred Compensation – 401(a) one percent (1%) match eliminated.

6. Retirement Formula – As soon as practicable, the City shall amend its contract with PERS to establish a two-tier retirement formula of 3% @ 55 for new hires.

7. Concessions Reopener - The City will reopen meet and confer on concessions if a budget review for Fiscal Year 2012 reveals City deficit estimates for Fiscal Year 2011-2012 were inaccurate by an agreed-upon amount.

8. Limited Layoff language guaranteeing no layoffs will occur unless general fund core gross revenues for any six month period fall seven and one-half percent (7.5%).

9. Cost of Living Adjustment (COLA) Language – Employees entitled to a Cost of Living Increase if general fund core gross revenues increase by $1.5 million during designated time periods. COLA to be determined by CPI-U for the Los Angeles-Riverside-Orange County region for the agreed-upon time period.

10. Clean-up language includes the following:
   a. Catastrophic Leave Program information updated to be consistent with City’s Policy.
   b. Disability Retirement Appeals Procedures Policy – effective date updated.
RESOLUTION NO.

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA AND THE EL SEGUNDO POLICE MANAGERS’ 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 that 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 4th day of October, 2011.

Eric K. Busch,
Mayor
CERTIFICATION

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 4th day of October, 2011, 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 ____________, 2011.

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
COMPREHENSIVE MEMORANDUM
OF
UNDERSTANDING

EL SEGUNDO POLICE MANAGERS’ ASSOCIATION

JULY 1, 2008—September 30, 2011
October 1, 2011 – September 30, 2013
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ARTICLE 1 GENERAL PROVISIONS

Section 1.01 Preamble

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

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

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

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

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

Section 1.02 Management Rights

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

B. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this MOU is intended to circumscribe or modify the existing right of the City to direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work; take action as may be necessary to carry out the City’s mission and services in emergencies; and to determine the methods, means, and personnel by which the operations are to be carried out.
Section 1.03 Savings Clause

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

Section 1.04 No-Strike Clause

A. The El Segundo Police Managers’ 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 slowdown, engage in any concerted failure to report for duty, or fail to perform their duties in whole or in part for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.

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

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

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

Section 1.05 Association Dues Deduction

The City agrees to:

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

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

Section 1.06 Compaction – Statement of Intent

The City strives to compensate affected employees at a reasonable level above the classification they supervise. Additionally, the City strives to compensate captains at a reasonable level above lieutenants. Typically a difference of five percent (5%) is targeted, with the specific percentage determined by internal and external comparability data, City finances, and other labor relations factors and consideration.

Section 1.07 Completion of Meeting and Negotiating

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

B. The wages, hours, benefits and other terms and conditions of employment covered by this MOU, including those wages, hours, benefits and other terms and conditions of employment in existence and spelled out by the City’s Personnel Rules, Administrative Code and other Ordinances and
Resolutions approved by the City Council prior to this MOU, although not specifically referred to by this MOU, shall constitute the wages, hours, benefits and other terms and conditions of employment for the term of this MOU.

C. Disagreements involving the interpretation and application of this section will be resolved by accessing the Association's Grievance Policy at Level IV (City Manager).

Section 1.08 Non-Discrimination

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

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

ARTICLE 2 SALARY

Section 2.01 Base-Salary-Cost of Living Adjustment

1. If general fund actual core gross revenues increase by $1.5 million or more in fiscal year 2011-12 compared to fiscal year 2010-2011 and/or by $1.5 million in fiscal 2012-13 as compared to 2011-12, then the employees covered under this MOU will be entitled to a COLA increase effective the pay period including October 1 of the fiscal year immediately following the qualifying fiscal year(s). In other words, if the general fund actual core gross revenues in fiscal year 2011-12 and/or 2012-13 are $1.5 million or more greater than those in the previous fiscal year, the COLA increase will take effect October 1, 2012 and/or 2013. The amount of the COLA increase will be based upon the percentage increase in the Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area for the twelve month period ending the most recent August 31. Core gross revenues for this section shall mean all revenues except Net of All Transfers, other Licenses and Permits (account numbers: 3400-3499) and Charges for Services (account numbers: 3800-3899).

A. Police Captains and Lieutenants

1. Base salary tables for Police Captains and Police Lieutenants, reflecting a base salary increase, effective the first payroll period commencing on or after July 1, 2008, are depicted on Schedule 1 of the MOU. Those increases are:

2. Effective the first payroll period commencing on or after July 1, 2008, the base salary schedule for Police Captains shall be increased by 4%.

3. Effective the first payroll period commencing on or after July 1, 2008, the base salary schedule for Police Lieutenants shall be increased by 4%.

4. Effective the first payroll commencing on or after October 1, 2008, the base salary schedule for Police Captain shall be increased by 9%.

5. Effective the first payroll commencing on or after October 1, 2008, the base salary schedule
for Police Lieutenants shall be increased by 4%.

7. Effective the first payroll commencing on or after October 1, 2009, the base salary schedule for Police Captain shall be increased by 5%.

8. Effective the first payroll commencing on or after October 1, 2009, the base salary schedule for Police Lieutenants shall be increased by 5%.

9. Effective the first payroll commencing on or after October 1, 2010, the base salary schedule for Police Captains shall be increased by 5%.

11. Effective the first payroll commencing on or after October 1, 2010, the base salary schedule for Police Lieutenants shall be increased by 5%.

Section 2.02 Regular Rate of Pay Defined

A. The "regular rate of pay" is the hourly rate which includes all remunerations paid to or on behalf of the employee (including Educational Incentive Pay and the City paid nine-percent (9%) CalPERS Employer Paid Member Contribution) except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. Use of the term "regular rate of pay" is not intended by any party to create overtime eligibility unless specifically provided for in this MOU.

B. Affected employees shall be paid their regular rate of pay for the following:

1. Overtime.


5. Earned Compensatory Time Sell Back.

6. Physical Fitness Incentive Program Pay.

7. Marksmanship Pay.

Section 2.03 Salary Schedule Calculation Methodology

An affected employees' regular rate of pay is calculated in dollars and cents rounded off to two (2) decimal places to the right of the decimal point, and adjusted to reflect the intent to maintain the specific and proportional percent differences between salary ranges and salary steps previously approved by the City.

Section 2.04 Step Advancement – Accelerated

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

Section 2.05 Notice Requirement to Withhold Step Increase

4
The City shall have the option during or after the term of this MOU to provide affected employees written notice of the intent to withhold a salary step increase and the reasons for same no later than the end of the pay period which begins after the affected employee’s anniversary date.

ARTICLE 3  EDUCATIONAL INCENTIVE PAY

Section 3.01 Educational Incentive Pay

A. Effective July 1, 2008, affected employees holding a Master’s Degree shall be eligible for educational incentive compensation to be paid per pay period as follows:

1. Police Lieutenants: $398.97
2. Police Captains: $451.40

B. The parties are of the opinion that Educational Incentive Pay qualifies as compensation earnable pursuant to Section 2636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

ARTICLE 4  TUITION AND BOOK REIMBURSEMENT PROGRAM

Section 4.01 Policy and Eligibility

The following college-level tuition and book reimbursement program shall be applicable to all affected employees.

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

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

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

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

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

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

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

Section 4.04 Certification Requirement for Educational Compensation

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

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

<table>
<thead>
<tr>
<th>Employee Separation</th>
<th>Percentage Payback</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 month after course completion</td>
<td>100% refund</td>
</tr>
<tr>
<td>2 months after course completion</td>
<td>100% refund</td>
</tr>
<tr>
<td>3 months after course completion</td>
<td>90% refund</td>
</tr>
<tr>
<td>4 months after course completion</td>
<td>80% refund</td>
</tr>
<tr>
<td>5 months after course completion</td>
<td>70% refund</td>
</tr>
<tr>
<td>6 months after course completion</td>
<td>60% refund</td>
</tr>
<tr>
<td>7 months after course completion</td>
<td>50% refund</td>
</tr>
<tr>
<td>8 months after course completion</td>
<td>40% refund</td>
</tr>
<tr>
<td>9 months after course completion</td>
<td>30% refund</td>
</tr>
<tr>
<td>10 months after course completion</td>
<td>20% refund</td>
</tr>
<tr>
<td>11 months after course completion</td>
<td>10% refund</td>
</tr>
<tr>
<td>12 months after course completion</td>
<td>0% refund</td>
</tr>
</tbody>
</table>

ARTICLE 5 PROMOTIONS

Section 5.01 Salary Differential upon Promotion

In all cases where an affected employee is promoted to a classification regulated by this MOU 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 in such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a higher base salary than any of their regularly assigned subordinates (exclusive of longevity pay, educational incentive pay, special assignment, or any other form of compensation). In the event that a supervisor is paid a base salary equal to or lower than one of their regularly assigned subordinate’s base salary, the supervisor shall be granted a higher base salary (exclusive of longevity pay, educational incentive pay, special assignment or any other form of compensation) even if the supervisor’s new base salary is not the same as an existing pay step in the Salary Schedule. Notwithstanding the above, the supervisor’s salary shall not exceed the salary range for which he/she is eligible by length of service and performance.

ARTICLE 6 NO-SMOKING CLAUSE

Section 6.01 Establishment

Affected employees initially hired on or after July 1, 1988, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty.

ARTICLE 7 OVERTIME COMPENSATION
Section 7.01 Pay for Shift Schedule

Police Lieutenants shall be paid time and one-half of their regular rate of pay for time worked on a shift basis in excess of their regular work shift, in any one day or more than forty hours per week, excluding hours worked involving hold-over for non-shift work, or work due to staff meetings or training.

ARTICLE 8 PHYSICAL FITNESS INCENTIVE PROGRAM

Section 8.01 Purpose

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

Section 8.02 Department Policy

It will be the policy of the Police Department to work with employees individually and assist those that need to improve their lifestyle habits in order that fitness levels can be improved.

Section 8.03 Program Components

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

A. Fitness Examination:

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

B. Fitness Assessment:

1. The fitness assessment is a voluntary component of the Physical Fitness Incentive Program and will be administered by a department fitness coordinator and fitness committee.

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

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

4. A profile will be developed following the fitness assessment which will categorize participants into levels of fitness.
Section 8.04 Physical Fitness Incentive Program Pay

A. Affected employees will receive their regular rate of pay for meeting the following physical fitness standards:

<table>
<thead>
<tr>
<th>Fitness Level</th>
<th>Pay per Quarter (3 Calendar Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>16 hours of pay</td>
</tr>
<tr>
<td>Good</td>
<td>8 hours of pay</td>
</tr>
<tr>
<td>Fair</td>
<td>4 hours of pay</td>
</tr>
</tbody>
</table>

B. The parties are of the opinion that Physical Fitness Incentive Program Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

Section 8.05 Payment of Physical Fitness Incentive Program Pay – Death of Employee

In the event of an affected employee’s death, earned, but not yet distributed Physical Fitness Incentive Program Pay shall be compensated in an amount equal to one-hundred percent (100%) of the value of such physical fitness incentive program pay based upon the affected employee’s regular rate of pay at the time of death and shall be distributed to the affected employee’s beneficiary.

ARTICLE 9 COMPREHENSIVE MEDICAL EXAMINATION

Section 9.01 Annual Comprehensive Medical Examination

Affected employees are provided a fully-paid, comprehensive medical examination each year. The City currently utilizes the Westchester Medical Group/Center for Heart and Health for the examinations. The results of the examination include extensive written documentation and feedback, fitness consultation, recommended further testing and/or adjustments to current lifestyle practices and ongoing monitoring.

Section 9.02 Heart Scan

Effective July 1, 2008, each affected employee shall be eligible to receive a heart scan to be conducted once every two (2) years at City expense. Eligibility for the heart scan shall be determined by the examining physician at the Westchester Medical Group/Center for Heart and Health during the employee’s annual medical examination. The physician shall determine whether or not undertaking a heart scan is reasonable and appropriate.

ARTICLE 10 EXECUTIVE LEAVE

Section 10.01 Entitlement

A. Affected employees shall be granted fifty-six (56) hours executive leave per calendar year.

B. Twenty-eight (28) hours of executive leave hours may be carried over and accumulated from year to year; not to exceed a cap of eighty-four (84) hours.

C. Such hours are not eligible for pay out upon retirement or separation of employment.
ARTICLE 11  MARKSMANSHIP PAY

Section 11.01  Marksmanship Pay

A.  Affected employees will receive their regular rate of pay for meeting the following firearms standards:

<table>
<thead>
<tr>
<th>Class</th>
<th>Pay for Proficiency per Quarter (3 Calendar Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distinguished Expert</td>
<td>8 hours of pay</td>
</tr>
<tr>
<td>Expert</td>
<td>6 hours of pay</td>
</tr>
<tr>
<td>Sharpshooter</td>
<td>4 hours of pay</td>
</tr>
<tr>
<td>Marksman</td>
<td>0 hours of pay</td>
</tr>
</tbody>
</table>

B.  The parties are of the opinion that Marksmanship Pay qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

Section 11.02  Payment of Marksmanship Pay – Death of Employee

In the event of an affected employee’s death, earned, but not yet distributed Marksmanship Pay shall be compensated in an amount equal to one-hundred percent (100%) of the value of such marksmanship pay based upon the affected employee’s regular rate of pay at the time of death and shall be distributed to the affected employee’s beneficiary.

ARTICLE 12  COMPENSATORY TIME

Section 12.01  Maximum Accrual

A bank shall be established for the accumulation of compensatory time off, with a maximum accrual of eighty (80) hours.

Section 12.02  Payment of Compensatory Time – Death of Employee

In the event of an affected employee’s death, earned, but not yet used Compensatory Time shall be compensated in an amount equal to one-hundred percent (100%) of the value of such compensatory time based upon the affected employee’s regular rate of pay at the time of death and shall be distributed to the affected employee’s beneficiary.

ARTICLE 13  HOLIDAY LEAVE

Section 13.01  Holiday Leave – Captains

Police Captains shall be entitled to the following holidays:

January 1st
The third Monday of January
The third Monday in February
The last Monday in May
July 4th
The first Monday in September
November 11th
Thanksgiving day and Friday thereafter
provided, however, (a) that in the event any of the hereinbefore mentioned holidays falls on the last day a Captain is off on his or her regular days off period, the following day shall be observed as a holiday for the purpose of this section; provided, further, however, (b) that in the event any of the hereinbefore mentioned holidays falls on the first day of a Captain’s regular days off period, the previous day shall be considered as a holiday for the purpose of this section.

Section 13.02 Personal Leave/Floating Holiday – Captains

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

Section 13.03 Holiday Pay – Lieutenants

A. Police Lieutenants shall be paid for one hundred-four (104) hours in lieu of holidays once a year on or about December 10.

B. In the event of the death of an affected employee serving as a Lieutenant or upon separation from service, affected employees serving as a Lieutenant shall be paid holiday pay on a pro-rata basis. Additionally, affected employees serving as Lieutenants less than one (1) year shall be paid holiday pay on a pro-rata basis.

C. Upon the request of an affected employee serving as Lieutenant and with department head approval, time off may be taken in lieu of holiday pay.

ARTICLE 14 SICK LEAVE

Section 14.01 Sick Leave – Leave with Pay Due to Illness – Accumulation of Same

Sick Leave with pay may be granted for an absence from duty because of personal illness, injury or legal quarantine not compensable under the provisions of the Workers’ Compensation Laws of the State of California. Affected employees shall accumulate sick leave at the rate of one (1) eight (8) hour day accumulation for each month’s service not to exceed a maximum of 1056 hours. Hours worked in addition to a regular work week shall not entitle an employee to additional sick leave accumulation. Sick leave taken by an employee shall be deducted from his or her accumulated credit.

Section 14.02 Sick Leave Accumulated for Physical Examination

The City will allow up to two (2) days of accumulated sick leave each year to be used for purposes of physical examinations, subject to submission of a doctor’s verification.

Section 14.03 Sick Leave – Payment of Seventy-Five Percent (75%) of Accrual

Effective the first day of December of each year, affected employees who maintain a balance of 1056 hours of sick leave accrual shall be paid for seventy-five percent (75%) of the sick leave accumulated and not used during the preceding twelve-month period. Payment shall be paid at the affected employee’s regular rate of pay and be paid on or before December 10.
Section 14.04 Sick Leave Accrued – Payment on Separation Prior to December 1

Affected employees who separate employment prior to the first day of December while maintaining a balance of more than 1056 hours of sick leave shall be paid for seventy-five percent (75%) of their unused accrued sick leave accumulated since the preceding December 1. Payment shall be paid at the affected employee’s regular rate of pay.

Section 14.05 Payment of Sick Leave Accrual – Disability Retirement

Upon separation from service because of a disability retirement, affected employees with five (5) years of City service will be compensated for one-hundred percent (100%) of the affected employee’s accumulated unused sick leave at the affected employee’s regular rate of pay at separation.

Section 14.06 Payment of Sick Leave Accrual – After 20 Years of City Service

Upon separation from service, affected employees with twenty (20) years of City service will be compensated for one-hundred percent (100%) of the employee’s accumulated, unused sick leave at the affected employee’s regular rate of pay at separation.

Section 14.07 Payment of Sick Leave Accrual – On Separation from The City of El Segundo

An affected employees who has been employed by the City for five (5) or more years who separates from the City with unused sick leave to their credit, will be compensated in an amount equal to one-half (1/2) the value of such sick leave based upon the affected employee’s regular rate of pay at the time of separation.

Section 14.08 Payment of Sick Leave Accrual – Death of Employee

In the event an affected employee who has been employed by the City for five (5) years or more in a full-time position, dies with unused sick leave to his or her credit, an amount equal to one-hundred percent (100%) of the value of such sick leave based upon the affected employee’s regular rate of pay at the time of death and shall be distributed to the affected employee’s beneficiary.

Section 14.09 Sick Leave Accumulated for Care of Immediate Family

The City shall allow up to twelve (12) days of accumulated sick leave each calendar year to be used for purposes of medical emergencies, doctor visits and home care of members of the immediate family. Usage would also be permitted under the following instances:

1. The birth of a child of an employee, and to care for a newborn.

2. The placement of a child with an employee in connection with the adoption or foster care of a child by an employee.

3. To care for a member of the immediate family who has a serious health condition.

For the purpose of this section, “immediate family” shall mean the children, parents, grandparents, and siblings of the affected employee, the affected employee’s spouse or significant other.

All applicable sections of City Personnel Rules relative to the documentation and verification of sick leave usage remain in full force and effect.
ARTICLE 15  VACATION LEAVE

Section 15.01 Vacation Time Use

Affected employees shall accrue vacation time on a monthly basis. Vacation leaves may be taken only after an affected employee has completed six (6) months of continuous service with the City.

Section 15.02 Vacation Accrual Schedule

Affected employees shall accrue vacation time according to the following schedule:

A. Ninety-six (96) hours per year with full salary for first five (5) years of continuous service with the City.

B. One hundred-twenty (120) hours per year with full salary after five (5) years and until the completion of ten (10) years of continuous service.

C. One hundred forty-four (144) hours per year with full salary after eleven (11) years and until the completion of fourteen (14) years of continuous service.

D. Two hundred and thirty (230) hours per year with full salary after fourteen (14) years of continuous service.

Section 15.03 Vacation Accrual Based on Total Service Time in a PERS or Comparable Agency

Affected employees who have successfully completed their initial probationary period and/or achieved step placement in their assigned salary range shall accumulate vacation time based on their total years of service in a PERS or comparable agency.

Section 15.04 Vacation Time Accrual – Payment in Lieu Of

Affected employees who have completed one (1) year of service may receive payment in lieu of accrued vacation time up to a maximum of one hundred percent (100%) the annual accrual to which they are entitled by length of service. Effective from October 1, 2011 through the end of the contract, employees shall only be permitted to sell back thirty-five (35) hours of accrued, unused vacation leave per calendar year.

Section 15.05 Vacation Time Accrual – For Temporary Industrial Disability

Employees on temporary industrial disability may accrue vacation time for longer than two (2) years.

Section 15.06 Payment of Vacation Time – Death of Employee

In the event of an affected employee’s death, earned, but not yet used Vacation Time shall be compensated in an amount equal to one-hundred percent (100%) of the value of such vacation time based upon the affected employee’s regular rate of pay at the time of death and shall be distributed to the affected employee’s beneficiary.

ARTICLE 16  BEREAVEMENT LEAVE

Section 16.01 Bereavement Leave with Pay

A. Affected employees shall be entitled to twenty-four (24) hours of bereavement leave upon the death of an immediate family member with pay per incident which shall increase to forty (40) hours per incident in those circumstances where one-way travel to a funeral or other memorial
service is five hundred (500) or more miles measured from El Segundo City Hall.
B. For the purpose of this section, immediate family shall include the children, parents, grandparents, and siblings of the affected employee, the affected employee's spouse or significant other.

ARTICLE 17 JURY DUTY

Section 17.01 Provisions

Employees shall be entitled to a leave of absence for Jury Duty, subject to compliance with all of the following conditions:

1. 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 fourteen (14) days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)

2. During the first two (2) weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.

3. For any portion of Jury Duty that extends beyond the first two (2) weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the court estimated during voir dire that the trial would be of two (2) or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two (2) weeks, that the employee asked to be excused because of this hardship, and the request was denied.

4. Any compensation for the first two (2) weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.

5. 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 (3) or more consecutive hours.

6. The employee must provide documentation of his or her daily attendance on Jury Duty.

ARTICLE 18 EXCEPTIONAL LEAVE

Section 18.01 Provision

The Exceptional Leave Program provides the City Manager discretion to award up to four (4) days per calendar year in recognition for extraordinary service of members of the Association, especially where sizable amounts of time are expended outside of normal business hours and beyond the normal requirements of the job. Awarded days may be used for time off or if unused, may be cashed in at the end of the calendar year.

ARTICLE 19 PERSONAL EMERGENCY LEAVE

Section 19.01 Personal Emergencies – Use of Eligible Leaves

For affected employee's personal emergencies, that is, a serious illness of an immediate family member of the affected employee or the employee's spouse and for cases of extreme and unusual hardship or an emergency nature, affected employees, upon request, shall be entitled to utilize accumulated vacation leave, compensatory time-off, or personal leave day/ floating holiday, for which prior notification is required; however, in certain instances, notification requirements may be waived.

For the purpose of this section, immediate family shall include the children, parents, grandparents, and
siblings of the affected employee, the affected employee's spouse or significant other.
ARTICLE 20 HEALTH BENEFITS

Section 20.01 Medical Contract

The City contracts with the California PERS for the Public Employees’ Medical and Hospital Care Program for medical insurance.

Section 20.02 City Medical Contribution

The cumulative monthly City funding of any PERS medical insurance plans for active employees and/or retirees, shall not exceed $1,800.00 per month.

Section 20.03 Optical, Dental, and Life Insurance

The City will pay 100% of the premiums for the agreed upon dental, optical and life insurance for affected employees and eligible dependents.

A. Selection of the vision insurance plan carrier shall be made by the City.

B. The City reserves the right to determine the dental insurance carrier with whom the City will contract for coverage; however, the City agrees to consult with affected employees through the insurance committee and consider all suggestions and presentations on the insurance plan to be purchased.

C. The City shall make available any city-wide improvements to the dental benefit, to the Association.

D. The City will provide affected employees with $50,000 of life insurance at City cost. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage. Additional insurance coverage for the affected employee (up to $100,000 maximum coverage) and for family members may be purchased at group rates, to the extent authorized by the carrier.

Section 20.04 Employee Assistance Program (EAP)

The City will make available to affected employees an Employee Assistance Program which provides confidential assistance, referrals and counseling to affected employees and members of the affected employee’s immediately family. The program is designed to provide professional assistance and support to help affected employees and their families resolve problems and issues that affect their personal lives or job performance.

Section 20.05 Medical Insurance Continuation – On Duty Death

A. If it is determined by the Workers’ Compensation Appeals Board and/or the Public Employees’ Retirement System that an affected employee has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased affected employee until age 18. Said medical premium payments on behalf of the children of a deceased affected employee shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

B. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits which the deceased affected employee was receiving at the time of his/her death. For example, if at the time of death, the affected employee was
enrolled in a specific HMO Plan, then future premium payments made pursuant to this article shall be in an amount required to maintain comparable plan benefits.

C. City funded premiums shall be subject to the monthly limitation in ARTICLE 20.02.

**ARTICLE 21  UNIFORMS AND SAFETY EQUIPMENT**

**Section 21.01 Provision of Uniforms and Safety Equipment**

The City shall provide required uniforms and safety equipment to affected employees. For purposes of this article, safety equipment shall include a weapon selected by the Police Chief.

**Section 21.02 Uniform Allowance**

A. Patrol lieutenants shall receive $53 per month of active duty. Non-patrol lieutenants and captains shall receive $40 per month of active duty.

B. The parties are of the opinion that Uniform Allowance qualifies as compensation earnable pursuant to Section 20636 of the California Government Code and Section 571(a)(1) of the California Code of Regulations. However, the City makes no representation of law as the validity of that opinion and does not warrant its validity.

**ARTICLE 22  RETIREMENT BENEFITS**

**Section 22.01 PERS Retirement Formula**

A. The City has implemented the 3% at 50 PERS retirement formula for all affected employees.

B. Tier II - The City shall amend its contract with the Public Employees’ Retirement System to implement the 3%@55 retirement formula, in accordance with Government Code Section 21363.1, for unit employees hired on or after the effective date of the PERS contract amendment.

**Section 22.02 PERS Pickup Reported as “Compensation Earnable”**

A. The City shall pay on behalf of each affected employee his or her required nine six (6) percent (9.6%) “employee contribution” to CalPERS.

B. The City shall report a set dollar amount equal to the nine six percent (9-6%) “employee contribution” to the California Public Employees’ Retirement System as compensation earnable.

**Section 22.03 Monetary Value of Employer-Paid Member Contributions (EPMC)**

A. Effective the first payroll period commencing on or after October 1, 2011 through the end of the contract, each unit employee shall pay three percent (3%) toward PERS Employer-Paid Member Contribution. The three percent (3%) shall be treated as an employer contribution for purposes of employee federal and state income tax withholding, as authorized by Internal Revenue Code (IRC) Section 414(h)(2) and Resolution No. 4497.

B. As adopted by City of El Segundo Resolution 4499, effective December 19, 2006, The City shall prepare a Resolution for Council adoption resolving that the City shall pay the full monetary value six percent (6%) of the employer-paid member contributions (EPMC) paid to CalPERS and report such contribution as an item of special compensation on behalf of all members of the Association.
A. The value of EPMC shall be calculated on all "compensation earnable" excluding the special compensation of the monetary value of the EPMC paid to CalPERS by the employer under California Government Section 20636(c)(4).

Section 22.04 Optional Contract Provisions

A. The City shall provide "Level 4" 1959 Survivors Benefits.

B. The City shall provide the Single Highest Year formula.

C. The City shall provide the Military Service credit as public service option.

D. As soon as reasonably practical, the City shall provide the Pre-Retirement Option 2W Death Benefit.

Section 22.05 Retiree Health Insurance Contribution Program

Pursuant to the limitations and guidelines set forth in this MOU, the City will contribute to a retiree health insurance contribution program for service and disability retirees who participate in the Public Employees' Medical and Hospital Care Program.

ARTICLE 23 DIRECT DEPOSIT and FLEXIBLE SPENDING ACCOUNT

Section 23.01 Direct Deposit

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

Section 23.02 Flexible Spending Account

The City will maintain the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code. Each employee of the Association is eligible to participate in this voluntary program. The flexible spending account allows for payment of employee paid insurance premiums, non-reimbursed medical expenses and/or dependent care expenses with pre-tax dollars.

ARTICLE 24 COMPUTER LOAN PROGRAM

Section 24.01 Initial Loan

Affected employees may apply for up to a $4,000 interest free loan to purchase personal computer hardware and software. Loans are repaid through payroll deductions over a three (3) year period. Outstanding loan balances must be fully paid off at the time an employee separates from the City.

ARTICLE 25 DEFERRED COMPENSATION

Section 25.01 Deferred Compensation Plan (457)

A deferred compensation plan has been established as a benefit to affected employees. Each affected employee is eligible to participate in the plan.
Section 25.02 Deferred Compensation Plan (401a)

The City will pay an amount equal to the affected employee’s contribution to deferred compensation up to a maximum of one percent (1%) of the affected employee’s total pay, for all Association employees participating in City approved deferred compensation plans. Effective October 1, 2011, the 401(a) 1% match for members of this unit shall be eliminated.

Section 25.03 Deferred Compensation “Catch Up” Provision

Affected employees with twenty (20) or more years of City service who have reached the age of forty-seven (47) or older can cash out one-third (1/3) of all accrued leave at their regular rate of pay, up to the deferred compensation maximum “catch up” permitted by law, during the affected employee’s last three years of employment. In no event, can an employee cash-out a cumulative total greater than that permitted herein, and in no event shall the post-distribution leave balance be less than 120 hours.

ARTICLE 26 CATASTROPHIC LEAVE PROGRAM

Section 26.01 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.

Section 26.02 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.

Section 26.03 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. Affected 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 not less than one (1) day. These will be hour for hour donations.

D. Affected employees must, at the time of donation, have a minimum of one hundred and twenty (120) (100) hours of accumulated illness/injury leave remaining 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 27 LAYOFF PROCEDURES

Section 27.01 Grounds for Layoff
Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his or her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change.

Section 27.02 Notice to Employees

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

Section 27.03 At-Will Employees

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

Section 27.04 Procedures for Layoff

A permanent employee in a classification affected by a reduction in force shall be laid off based on seniority in City service that is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc. Seniority shall be determined by hire date. City seniority shall be used to effectuate the procedures set forth in this Article. Seniority for part-time employees shall be calculated as one-half (½) time from the date of hire with the City.

Section 27.05 Breaking Ties

In cases where two (2) or more employees have the same date of hire (i.e. equal seniority), retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years, provided the last rating had been filed more than thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

- Exceeds Standard - 24 points
- Meets Standard - 12 points
- Below Standard - 0 points

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have overall evaluation ratings for the last three (3) years on file, ties shall be broken by a coin toss.

Section 27.06 Reduction to a Vacant Position

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

**Section 27.07 Displacement Rights**

A. An employee designated for layoff as a result of abolition of a position or classification may displace ("bump") an employee in a lower classification in which the employee has prior service, provided the laid off employee has greater seniority than the employee in the lower classification.

B. An employee designated for layoff with greater seniority may displace ("bump") a less senior employee in a lower classification, for which he/she is immediately qualified to perform.

**Section 27.08 Salary Placement**

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

**Section 27.09 Reemployment List**

The names of permanent employees who have been laid off under this section (including employees who have bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment therefrom for a period of three (3) years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refuses the reemployment offer shall be permanently removed from the reemployment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the reemployment list.

**Section 27.10 Letter of Layoff**

The City shall provide all employees who were laid off from the City a service letter setting forth that the employee was laid off and is eligible for reemployment. Those employees who were displaced to lower positions will be granted, upon the employee's request, a letter from the City stating the employee was reduced in status as a result of a layoff and is eligible for reemployment to the higher level position.

**Section 27.11 Rights on Reemployment**

If a person is reemployed by the City within three (3) years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

**Section 27.12 Appeal**

An employee who 1) has not been provided a letter of layoff, per Section 24.10, shall be treated as if he/she had been terminated for disciplinary purposes and shall be permitted to appeal the decision per the Disciplinary Appeal Procedure; or 2) has not been provided proper bumping or displacement rights, may file an appeal to the Director of Human Resources.
ARTICLE 28  GRIEVANCE PROCEDURE

Section 28.01  Definition of Terms

A. **Grievance** – A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written department or agency rule or regulation or a specific provision of a MOU. A grievance is distinct from an appeal in that it is a violation, misinterpretation or misapplication of a specific written department or agency rule and/or policy or a specific provision of a MOU.

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

C. **Day** – A day is a business day (Monday – Friday).

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

Section 28.02  Time Limits

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

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

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

Section 28.03  Procedure for Filing a Grievance

A. In filing a formal written grievance, the employee shall set forth the following information.

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

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

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

   4. What documents, witnesses or other evidence supports the grievants’ position.

   5. The remedy requested.

Section 28.04  Grievance 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 five (5) days from the time the employee meets with the supervisor to discuss the employees’ grievance.
B. **Level II** – In the event such efforts do not produce a mutually satisfactory resolution, the grievant shall have ten (10) days to file a formal written grievance with the employee's immediate supervisor after the fifteen (15) day time period provided in Level I. The immediate supervisor shall, within five (5) days, provide a written response to the grievant.

C. **Level III** – If the formal written grievance is not resolved by the immediate supervisor, the grievant may present the grievance in writing to the department head within five (5) days of the written response from the immediate supervisor. The department head shall respond in writing within ten (10) days.

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

**Section 28.05 Matters Excluded From the Grievance Procedure**

A. The grievance procedure cannot be used for the purpose of resolving complaints, requests or changes in wages, work hours or working conditions.

B. The grievance procedure cannot be used to challenge employee evaluations or performance reviews.

C. The grievance procedure cannot 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 grievance procedure cannot 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.

**Section 28.06 Conferences**

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

**ARTICLE 29 POBR LIMITED APPEALS**

**Section 29.01 Provisions**

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal process established pursuant to the City of El Segundo Ordinance utilizing the Los Angeles County Civil Service Commission hearing process (Municipal Code § 1-6-16.)

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal pursuant to the City Ordinance utilizing the Los Angeles County Civil Service Commission hearing process (set forth in Municipal Code § 1-6-16). It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing before the Los Angeles County Civil Service Commission.

A. **Right to Administrative Appeal**

1. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) consisting of a written reprimand, a
transfer for purposes of punishment, a reduction in salary caused by a reassignment resulting in a loss of incentive, specialty, assignment, bonus, or similar pay, or a suspension for five (5) or less days, is entitled to an administrative appeal only pursuant to this procedure. An officer shall not be entitled to appeal an action prior to its imposition.

2. An officer who appeals a punitive action under this procedure shall bear his/her own costs associated with the appeal hearing, including but not limited to any and all attorney fees. The cost of a hearing officer shall be equally borne by the Association and the City.

B. Appeal of Written Reprimands

1. Within five (5) calendar days of receipt by an officer of notification of punitive action consisting of a written reprimand, the officer shall notify the Chief of Police in writing of the officer’s intent to appeal the written reprimand.

2. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

C. Hearing Officer (Appeal of Written Reprimands Only)

1. The City Manager shall hear appeals of written reprimands, and may adopt, modify or reject the written reprimand. The City Manager’s decision shall be final and binding.

2. The City Manager level administrative appeal shall not be a trial-type evidentiary hearing. The limited purpose of the hearing shall be to provide the officer with an opportunity to establish a record of the circumstances surrounding the action and to seek modification or rejection of the written reprimand. There shall be no subpoenas issued (for people or documents.)

D. Appeal of Other Punitive Action

1. Appeal of punitive action consisting of suspensions of five (5) or less days, a transfer for purposes of punishment, or a reduction in salary caused by a reassignment shall be subject to appeal by means of the officer filing an appeal with the Chief of Police within five (5) calendar days of receipt by the officer of notice of punitive action being implemented on a date certain. The officer shall notify the Chief of Police in writing of the officer’s intent to appeal said action.

2. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

3. The appeal shall be presided over by a hearing officer selected from a list of nine (9) provided by the State Mediation and Conciliation Service. The hearing officer shall be selected by alternate striking of names by the respective parties.

E. Conduct of Hearing (5 Days or Less Suspensions, Transfers for Purposes of Punishment, Reduction in Salary Caused by a Reassignment.)

1. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

2. The parties may present opening statements.

3. The parties may present evidence through documents and direct testimony.
4. The parties shall not be entitled to confront and cross-examine witnesses.

5. Following the presentation of evidence, if any, the parties may present closing arguments.

6. The hearing shall be audio recorded.

7. The officer may be represented by a representative of his or her choice at all stages of the proceedings. All costs associated with such representation and the presentation of the officer's case shall be borne by the Association.

8. The Department shall also be entitled to representation at all stages of the proceedings. The Department shall bear its cost of representation and of presentation of its case.

9. The hearing officer fees shall be equally borne by the City and the Association.

10. The decision of the hearing officer shall be final subject to the right of each party to the proceeding to contest the hearing officer's determination by means of a C.C.P. § 1094.5 petition for writ of mandate.

**ARTICLE 30  TEMPORARY SERVICE IN HIGHER CLASSIFICATION**

**Section 30.01  Acting Pay**

Where an affected 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 affected employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, “appreciable period of time” is defined as ten (10) consecutive working days, or eight (8) working days if on four/tenth (4/10) plan, or longer. The acting pay shall retroactively commence to the first day of the acting assignment.

**ARTICLE 31  POLICIES**

**Section 31.01  Occupational Injury and Illness Policy**

The parties have agreed upon an Occupational Injury and Illness Policy, dated July 22, 2003.

**Section 31.02  Disability Retirement Policy**

The parties have agreed upon a Disability Retirement Policy dated May 2010 July 22, 2003.

**Section 31.03  Fitness for Duty Policy**

The parties have agreed upon a Fitness for Duty Policy, dated July 3, 2003.

**Section 31.04  Substance Abuse Policy and Drug-Free Workplace Statement**

The parties have agreed upon a Substance Abuse Policy and Drug-Free Workplace Statement dated July 1, 2008.
ARTICLE 32  TERM OF AGREEMENT

Section 32.01  Term

The term of this MOU shall commence on July 1, 2008 and shall end on September 30, 2011. be October 1, 2011 through September 30, 2013 with a PMA option to extend one additional year to September 30, 2014. The PMA shall inform the City of its decision whether or not to extend the agreement no later than March 30, 2013.

ARTICLE 33  LIMITED LAYOFFS

Section 33.01  No Layoffs

1. The City agrees to guarantee that no layoffs of unit members will occur during the term of this MOU unless at any time during the term of the contract the general fund actual core gross revenues, as defined in Article 2, for any six-month period fall seven and one-half percent (7.5%) below the prior fiscal year actual core gross revenues for the same six-month period.

2. Before instituting any layoffs, the City will agree to meet and confer in good faith with the Association to explore alternative cost-saving approaches.

ARTICLE 34  CONCESSIONS

Section 34.01  City employees were asked to reduce pay and benefits in the amount of $2.9 million to resolve a forecasted General Fund deficit for FY 2011/2012. This reduction would result in a structurally balanced budget for the fiscal year. At the conclusion of FY 2011/2012 if the budget results reveal City estimates were inaccurate by $2.9 million and pay and benefit reductions for City employees were not necessary, the City will negotiate with the PMA a resolution for the possible restoration of the agreed to contributions. Further, if any portion of concessions is restored by the City, the PMA would only be eligible for that amount or a Cost of Living Adjustment (COLA) as outlined Article 2, Section 2.01 for FY 2011/2012, whichever is greater.

Signed by the City:

Doug Willmore,
City Manager

Deborah Cullen,
Finance/Human Resources Director

Martha Dijkstra,
Human Resources Manager

Signed by the Association:

Lt. Ray Garcia,
PMA President

Lt. Jaime Bermudez,
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo Police Officers' Association. (Fiscal Impact: Estimated Savings FY 2011/2012 of $1,059,921.37)

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 2011/2012 of $1,059,921.37

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

ORIGINATED BY: Deborah Cullen, Finance/Human Resources Director
REVIEWED BY:
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION
Staff and representatives of the El Segundo Police Officers’ 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 September 27, 2011.

The Agreement contains the following major provisions:

1. Term - October 1, 2011 – September 30, 2013 with the Association’s option to extend to September 30, 2014. The Association shall notify the City of its decision to extend by March 30, 2013.

2. Employer-Paid Member Contribution (EPMC) -- Employees will pay three percent (3%) of the EPMC.

3. Longevity Pay – Longevity pay shall be reduced from the current amounts by fifty dollars ($50).

4. Uniform Allowance – There shall be no uniform allowance payment to unit employees.

5. Vacation Buy-Back – Employees shall not be permitted to sell back accrued, unused vacation leave.
6. Shooting Incentive Pay – Employees shall accrue time off in lieu of pay.

7. Court On-Call Pay – Employees shall accrue time off in lieu of pay.

8. Sick Leave Overaccrual Pay – Employees entitled to receive this pay shall instead accrue time off.

9. Work Schedule – The Association will work with Management to structure a hybrid 3/12.5-4/10 work schedule for employees assigned to Patrol.

10. Retirement Formula - As soon as practicable, the City shall amend its contract with PERS to establish a two-tier retirement formula of 3%@55 for new hires.

11. Limited Layoff language guaranteeing no layoffs will occur unless general fund core gross revenues for any six month period fall seven and one-half percent (7.5%).

12. Cost of Living Adjustment (COLA) Language – Employees entitled to a Cost of Living Increase if general fund core gross revenues increase by $1.5 million during designated time periods. COLA to be determined by CPI-U for the Los Angeles-Riverside-Orange County region for the agreed-upon time period.

13. Clean-up language includes the following:
   a. Catastrophic Leave Program information updated to be consistent with City’s Policy.
   b. Disability Retirement Appeals Procedures Policy – effective date updated.
   c. Drug-Free Workplace Policy – effective date updated.
RESOLUTION NO._________

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

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

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

Section 2: Staff is authorized to implement all terms and conditions of the Memorandum of Understanding 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 will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 4th day of October, 2011.

________________________
Eric K. Busch,
Mayor
CERTIFICATION

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 4th day of October, 2011, 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 __________, 2011.

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
COMPREHENSIVE MEMORANDUM
OF
UNDERSTANDING

JULY 1, 2010 – SEPTEMBER 30, 2013
(or September 30, 2014 if extended by ESPOA)

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

ARTICLE I  GENERAL PROVISIONS

Section 1.01  Preamble

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

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

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

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

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

Section 1.02  Management Rights

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

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

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Section 1.03 Savings Clause

If any provision or the application of any provision of this Memorandum of Understanding shall be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of this memorandum shall remain in full force and effect for the duration of said memorandum.

Section 1.04 No-Strike Clause

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

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

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

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

Section 1.05 Association Dues Deduction

The City agrees to:

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

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

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

Section 1.06 Association Administrative Time

Effective August 1, 2002, Association is granted a total of 240 hours (as a group) per calendar year of paid Association Administrative Leave (AAL) for the conduct of Association's business and for its members to participate in activities that further the interests or prestige of the Association. These activities shall include, but shall not be limited to attending the Peace Officers’ Research Association of California conference, attending other conferences or seminars, instructional classes or participating on various local or statewide committees or boards. AAL must be authorized by the Association President and approved by the Police Chief. Effective August 1, 2004, the foregoing allowance for AAL will be increased to 300 hours (as a group) per year.

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Section 1.07 Association Hearing Cost Contribution

Commencing on July 1, 1996, the Association will pay for one-half of the costs incurred in connection with Los Angeles County Civil Service Commission hearings to a maximum of $3,000 per year.

Section 1.08 Maintenance of Existing Benefits

A. This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered in this Memorandum of Understanding are covered by existing ordinances, resolutions, policies, and practices of the City, as well as the Personnel Rules and Regulations presently in effect. Therefore, for the life of this agreement, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issues whether specifically discussed prior to the execution of this agreement or which may have been omitted in the discussions which led up to the execution of this agreement, except as provided in this agreement or by mutual agreement of parties.

B. Nothing herein prevents the City and Association from meeting and consulting on the City’s Personnel Rules and Regulations which are within the scope of representation. However, the mutual agreement of both the City and Association are required to effect any change.

Section 1.09 Non-Discrimination

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

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

ARTICLE 2 SALARY

Section 2.01 Salary

A. Police Officers and Sergeants

1. Effective October 14, 2008, the past practice of "compounding" base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.

2. Effective October 14, 2008, the base salary of each affected employee shall be increased by 5%.

3. Effective the first payroll period commencing on or after July 1, 2009, the base salary of each affected employee shall be increased by 5%.
4. Effective the first payroll period commencing on or after July 1, 2010, the base salary of each affected employee shall be increased by 5%.

1. The base salary schedule of unit classifications as of October 1, 2011 shall be as follows:

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<th>Officer Base Salary</th>
<th>Sergeant Base Salary</th>
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<td>Step B</td>
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<td>Step C</td>
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<td>Step D</td>
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<tr>
<td>Step E</td>
<td>6572.90</td>
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</table>

Attached to this Memorandum of Understanding as Exhibit 1, is Schedule 1 and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.06.

2. If general fund actual core gross revenues increase by $1.5 million or more in fiscal year 2011-12 compared to fiscal year 2010-2011 and/or by $1.5 million in fiscal 2012-13 as compared to 2011-12, and/or by $1.5 million in fiscal 2013-14 as compared to 2012-13, in the event this agreement is extended pursuant to Section 26.01, then the employees covered under this MOU will be entitled to a COLA increase effective the pay period including October 1 of the fiscal year immediately following the qualifying fiscal year(s). In other words, if the general fund actual core gross revenues in fiscal year 2011-12 and/or 2012-13 and/or 2013-14 if this agreement is extended are $1.5 million or more greater than those in the previous fiscal year, the COLA increase will take effect October 1, 2012, and/or 2013 (and/or 2014 if this agreement is extended). The amount of the COLA increase will be based upon the percentage increase in the Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area for the twelve month period ending the most recent August 31. Core gross revenues for this section shall mean all revenues except Net of All Transfers, other Licenses and Permits (account numbers: 3400-3499) and Charges for Services (account numbers: 3800-3899).

Section 2.02 Regular Rate of Pay

This MOU periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. The "definition" used in this MOU is for general reference and does not override the specific definitions set forth in the FLSA. Therefore, as used in this MOU, the regular rate of pay is the remuneration paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the "regular rate of pay." Applicable statutes/case law shall prevail over any MOU definitions inconsistent with statutes/case law.

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

Section 2.03 Step Advancement - Accelerated

The Police Chief may recommend to the Human Resources Director for approval by the City Manager that an employee receive an accelerated advancement of part or all of the next salary step

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increase in the Basic Salary Range (A - E Steps) based on exemplary job performance. The accelerated salary advancement shall not change the affected employee’s anniversary date.

Section 2.04 Notice Requirement to Withhold Step Increase

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

ARTICLE 3 EDUCATION/CERTIFICATE INCENTIVE

Section 3.01 Educational Compensation

**Effective October 14, 2008**

Employees shall be eligible for education incentive compensation as follows:

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

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

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

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

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

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

Section 3.02 Certification Requirement for Educational Compensation

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

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

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Section 3.03 Longevity Achievement on Merit

1. Effective October 14, 2004, employees shall be compensated for longevity in the following circumstances, as is set forth in Exhibit 2 (Salary Schedule 21):

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

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

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

ARTICLE 4 TUITION AND BOOK REIMBURSEMENT PROGRAM

Section 4.01 Policy and Eligibility

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

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

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

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

Page 12 July 1, 2011 to September 30, 2013 MOU
Section 4.03 Post-Graduate Studies (Post-Graduate studies are defined as those undertaken in pursuit of a degree beyond a Bachelor's).

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

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

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

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

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

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

ARTICLE 5 PROMOTIONS

Section 5.01 Salary Differential upon Promotion

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

Section 5.02 Educational Prerequisites for Promotional Positions

A. Any applicant seeking to participate in any segment of a Sergeant's examination where said segment is administered on or after January 1, 2000, must possess an Associate's Degree or higher degree or possess a transcript documenting sixty or more semester units, or an equivalent amount of quarter or term units, earned towards a Bachelor's Degree from a university or college accredited by POST standards.

B. An applicant seeking to participate in any segment of an examination for the positions of Sergeant, Lieutenant or Captain, where said segment(s) is administered on or after January 1, 2005, must be qualified for and possess a Bachelor's degree at the time of participating in any such segment(s) of the examination.
ARTICLE 6

NO-SMOKING CLAUSE

Section 6.01 Establishment

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

ARTICLE 7

OVERTIME COMPENSATION

Section 7.01 Pay for Public Relations Appearances

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

Section 7.02 Court On-Call Pay

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

Officers will not receive on call pay if they are:

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

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

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

Section 7.03 Call-Back Pay

A minimum of 2 hours of work time at one and one-half the employee’s regular rate of pay shall be credited for all call-backs. Effective August 1, 2004, a minimum of 4 hours of work time at one and one-half the employee’s regular rate of pay shall be credited for all call backs.

Section 7.04 Court Call-Back Pay

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

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

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ARTICLE 8

DIFFERENTIAL PAY

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

Effective October 14, 2008. The City shall pay motor officers a monthly $511.01 (Police Officer) or $640.19 (Sergeant.)

Effective October 14, 2008. The City shall pay detectives, canine officers and employees designated by the Chief of Police as having special assignments, $425.84 per month.

Section 8.02  Motorcycle Maintenance

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

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

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

Section 8.03  Canine Unit

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

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

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

Section 8.04  Bilingual Pay

The City will be responsible for utilizing a standardized, industry accepted test to determine applicants' qualification for Bilingual Pay. Effective October 14, 2008. An employee who
demonstrates conversational fluency in Spanish (or another language designated by the Police Chief,) and is assigned to duties in which language skills are regularly used, shall be entitled to premium compensation of $283.90 (Police Officer) or $355.66 (Sergeant) monthly.

ARTICLE 9  PHYSICAL FITNESS INCENTIVE PROGRAM

Section 9.01  Purpose

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

Section 9.02  Department Policy

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

Section 9.03  Program Components

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

A. Fitness Examination:

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

B. Fitness Assessment:

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

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

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

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

ARTICLE 10 COMPENSATORY TIME

Section 10.01 Maximum Accrual

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

Section 10.02 Physical Fitness Bank - Maximum Accrual Fitness Compensation

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

Section 10.03 Firearms Qualification

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

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

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

ARTICLE 11 HOLIDAY PAY

Section 11.01 Eligible Officers

Personnel who regularly work holidays shall be paid for twelve (12) eight (8) hour days in lieu of holidays or on or about December 10 of each year. Effective January 1, 2006, personnel who regularly work holidays shall be credited with 120 hours of paid holiday leave in their holiday bank.

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ARTICLE 12 SICK LEAVE

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

Employees, upon separation, after ten (10) years of service as a sworn law enforcement officer, will be compensated 50% of their accumulated, unused sick leave at the employee's regular rate of pay in effect at the time of separation.

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

Upon separation, after twenty (20) years of service as a sworn law enforcement officer, employees will be compensated at 50% of the employee's accumulated unused sick leave at the employee's current rate. Effective July 15, 2002, upon an employee's separation after twenty (20) years of service as a sworn law enforcement officer, the City will pay the employee for 100% of his/her accumulated, unused sick leave at the employee's regular rate of pay in effect at the time of separation. Upon completing twenty (20) years of service and age 47, an employee may elect to cash out one-third of earned, unused sick leave, prior to separation, for a period not to exceed three years, up to the maximum dollar value of deferred compensation “catch up” permitted by law. In no event can an employee cash-out a cumulative total greater than that permitted herein, and in no event shall the post-distribution sick leave balance be less than 120 hours.

Section 12.03 Payment on Disability Retirement

Employees separating from service because of a disability retirement, after five (5) years of service as a sworn law enforcement officer, will be compensated at 90% of the employee's accumulated, unused sick leave at the employee's current rate.

Section 12.04 Annual Sick Leave Payout

On or about December 10 of each year, employees who maintain a balance of 1056 hours of sick leave accrual shall be paid for one-half seventy-five percent (75%) of the sick leave accumulated and not used during the preceding twelve month period. Effective July 15, 2006, the annual sick leave payout will be increased to 75%. Effective from October 1, 2011 through September 30, 2013 (or September 30, 2014, in the event the MOU is extended by the ESPOA pursuant to Section 26.01), in lieu of accruing pay for 75% of sick leave over 1056 hours, unit employees shall accrue an equivalent number of hours of "limited use" time off.

Section 12.05 Family Emergency Leave

Employees shall have the right to use nine (9) days of accumulated sick leave for family emergencies. Emergencies are generally of a medical nature, for illness or injury of a family member.

ARTICLE 13 VACATION LEAVE

Section 13.01 Accrual Schedule – For Employees Hired On or After July 1, 1994

Except as set forth in subsection "E" below, effective August 1, 2003; Vacation for employees hired on or after July 1, 1994, shall be accrued pursuant to the following schedule:

A. From commencement of the 1st year of service through and including completion of the 5th year of service – 96 hours per year.

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B. From commencement of the 6th year of service through and including completion of the 10th year of service – 120 hours per year.

C. From commencement of the 11th year of service through and including completion of the 15th year of service – 144 hours per year.

D. From commencement of the 16th year of service through and including completion of the 16th year of service – 176 hours per year.

E. From commencement of the 17th year of service and for all years of service thereafter up to and including the 25th year – an additional 8 hours per year of service (i.e., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours . . . 25 years and each year thereafter = 248 hours). Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours . . . 25 years and each year thereafter = 256 hours).

Section 13.02 Accrual Schedule - For Employees Hired Before July 1, 1994

Vacation for employees hired before July 1, 1994 shall be accrued in accordance with the following schedule:

A. For the first seven years of continuous service with the City – 96 hours per year.

B. After seven years and until the completion of fourteen years of continuous service – 136 hours per year.

C. After fourteen years of continuous service and until the completion of sixteen years of continuous service – 176 hours per year.

D. From commencement of the 17th year of service and for all years of service thereafter up to and including the 25th year – increasing 8 hours per year of service (i.e., 17 years = 184 hours, 18 years = 192 hours, 19 years = 200 hours . . . 25 years and each year thereafter = 248 hours). Effective July 15, 2007, the scale of hours for employees with 17 or more years of service will increase by 8 hours (i.e., 17 years = 192 hours, 18 years = 200 hours, 19 years = 208 hours . . . 25 years and each year thereafter = 256 hours).

Section 13.03 Vacation Sell Back

The City will allow employees in the Association to sell back 100% of their annual vacation accrual at the regular rate of pay during a single payroll period to be determined each fiscal year by the employee. The vacation sell back option is available for use by the employee after completion of one year of service with the City. Effective from October 1, 2011 through September 30, 2012 (or September 30, 2014, in the event the MOU is extended by the ESPOA pursuant to Section 26.01), this provision shall be suspended.

ARTICLE 14 BEREAVEMENT LEAVE

Section 14.01 Maximum Leave Time

The practice of granting three (3) working days of bereavement leave per incident shall be increased to 40 hours per incident in those circumstances where travel to a funeral or other memorial proceeding is 500 or more miles one way as measured from the El Segundo City Hall.
Section 14.02 Immediate Family Members Defined

The definition of the "immediate family" whose funeral or memorial proceeding qualifies for use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee's spouse or significant other.

ARTICLE 15 JURY DUTY

Section 15.01 Provision

Employees shall be entitled to a leave of absence for Jury Duty, subject to compliance with all of the following conditions:

a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)

b. During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.

c. For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the court estimated during voir dire that the trial would be of two or less weeks duration, or in the alternate the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.

d. Any compensation for the first two weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.

e. While on Jury Duty, the employee must report to work--during any portion of a day that the employee is relieved of Jury Duty for three or more consecutive hours.

f. The employee must provide documentation of his or her daily attendance on Jury Duty.

ARTICLE 16 HEALTH BENEFITS

Section 16.01 Medical Insurance Continuation - On Duty Death

A. If it is determined by the Workers' Compensation Appeals Board and/or the Public Employees' Retirement System that an Association member has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical insurance premium payments on behalf of the surviving spouse until age 65, medicare eligibility, whichever comes first, and to the children of the deceased officer until age 18. Said medical premium payments on behalf of the children of a deceased officer shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

B. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits which the deceased officer was receiving at the time of his/her death. For example, if at the time of death, the officer was enrolled in a specific HMO Plan, then future premium payments made pursuant to this article shall be in an amount required to maintain comparable plan benefits.
Section 16.02 Optical, Dental, and Life Insurance

The City will pay 100% of the premiums for the agreed upon dental, optical and life insurance for employees and eligible dependents to the maximum dollar amount of $85 per month. Effective August 1, 2005, the City’s maximum dollar contribution will be increased to $15 per month. The City will apply the maximum dollar amount to the payment of the various premiums in the following order of precedence: optical insurance first, then life insurance, and finally dental insurance.

A. The City will adopt a dental plan and pay the premium cost for employees only. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage; however, the City agrees to consult with employees through the insurance committee and consider all suggestions and presentations on the insurance plan to be purchased.

B. The City will provide every member of the Association with $10,000 of life insurance at City cost. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.

C. The City shall make available any city-wide improvements to the dental benefit, to the Association.

D. Selection of the vision insurance plan carrier shall be made by the City.

Section 16.03 Medical Contract

The City contracts with the California PERS for the Public Employees' Medical and Hospital Care Program for medical insurance.

Section 16.04 City Medical Contribution

The monthly City-paid Health Insurance Premium Contribution for medical/mental health insurance will be equal to the average dollar cost of the premium for an employee and two (2) or more dependents for the HMO's available to employees under the Public Employees' Medical and Hospital Care Program in the Los Angeles area, as that term is defined by CalPERS (Los Angeles, San Bernardino and Ventura County).

During the term of this Agreement, either party may reopen the contract in order to consider alternatives to the PERS medical plan. The City agrees that it will only propose plans that provide for a cost-effective, comprehensive medical package for employees and their families that provide comparable benefits to current plan, including, but not limited to, portability. There will be no change in insurance plans prior to the January 2010 plan year without agreement of the parties.

Section 16.05 Body or Heart Scan

Commencing July 1, 2008, each employee shall be eligible to receive a “body or heart scan” to be conducted once every two (2) years at City expense. Eligibility for the “body or heart scan” shall be determined by the examining physician at the Westchester Medical Group Center for Heart and Health during the employee’s annual examination pursuant to the July 3, 2003 FITNESS FOR DUTY POLICY. The physician shall determine whether or not undertaking a “body or heart scan” is reasonable and appropriate.
Section 16.06 Maxium City Funding of Active Employee/Retiree Insurance Premiums

The cumulative monthly City-funding of any PERS medical insurance plans for active employees and/or retirees, shall not exceed $1,800.00 per month.

ARTICLE 17 UNIFORM AND SAFETY EQUIPMENT ALLOWANCE

Section 17.01 Provision & Annual Allowance

The City shall provide required uniforms and safety equipment to eligible employees. For purposes of this article, safety equipment shall include a weapon selected by the Police Chief.

Employees eligible for a uniform cleaning allowance shall receive $225.00 per year. Effective August 1, 2001, the uniform cleaning allowance will be increased to $450.00 per year. Effective August 1, 2005, the uniform cleaning allowance will be increased to $500.00 per year. Effective July 15, 2006, the uniform cleaning allowance will be increased to $575.00 per year. Effective July 15, 2007, the uniform cleaning allowance will be increased to $715.00 per year. Effective from October 1, 2011 through September 30, 2013 (or September 30, 2014, in the event the MOU is extended by the ESPOA pursuant to Section 26.01), the City shall pay a uniform allowance of $715.00 per year. Effective from October 1, 2014 through September 30, 2015, the City shall pay a uniform allowance of $790.00 per year. Effective from October 1, 2015 through September 30, 2016, the City shall pay a uniform allowance of $825.00 per year. Effective from October 1, 2016 through September 30, 2017, the City shall pay a uniform allowance of $870.00 per year. Effective from October 1, 2017 through September 30, 2018, the City shall pay a uniform allowance of $915.00 per year.

ARTICLE 18 RETIREMENT BENEFITS

Section 18.01 PERS Retirement Formula

A. The City has implemented the 3% at 50 PERS retirement formula for all affected employees.

B. For employees first hired by the City in a sworn capacity on or after October 1, 2011, for such later date as the City's contract with CalPERS becomes effective; the retirement formula shall be 3% at 55, pursuant to California Government Code Section 21363.1.

Section 18.02 PERS Pickup Reported as "Compensation Earnable"

The City shall pay on behalf of each employee his or her required 9% "employee contribution" to CalPERS, pursuant to California Government Code Section 20636(c)(4). Effective from October 1, 2011 through September 30, 2013 (or September 30, 2014, in the event the MOU is extended by the ESPOA pursuant to Section 26.01), the City shall pay on behalf of each employee six percent (6%) of his or her required "employee contribution" to CalPERS and the employee shall pay three percent (3%).

Additionally, the City shall report as a set dollar amount equal to the nine percent (9%) of the full amount of its pick-up of the required "employee contribution" to the California Public Employees' Retirement System as compensation earnable, pursuant to California Government Code 20636(c)(4). Said contributions will also be paid on holiday pay received by eligible employees.

Section 18.03 Optional Contract Provisions

A. The City shall provide "Level 4" 1959 Survivors Benefits.

B. As soon as practicable, the City shall modify its PERS contract to provide for the Government Code § 21548 PRE-RETIREMENT OPTION 2W DEATH BENEFIT.

C. The City shall provide the Single Highest Year formula.

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Section 18.04 Minimum Service with City of El Segundo to Receive Retirement Benefits

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

Section 18.05 Retiree Health Insurance Contribution Program

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

<table>
<thead>
<tr>
<th>Year of Retirement</th>
<th>Amount of Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1995 and after</td>
<td>Average dollar cost of the premium for an employee and 2 or more dependents for the HMO's available to employees under PEMHCA</td>
</tr>
</tbody>
</table>

ARTICLE 19 DIRECT DEPOSIT and FLEXIBLE SPENDING ACCOUNT

Section 19.01 Direct Deposit

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

Section 19.02 Flexible Spending Account

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

ARTICLE 20 COMPUTER LOAN PROGRAM

Section 20.01 Initial Loan

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

Section 20.02 Prior and Outstanding Balances

An employee with an outstanding balance on a prior computer loan as of July 1, 1997, will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program.

Section 20.03 Requirements and Conditions

A. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at the currently interest rate of 3%. All loans would include a 36-month repayment term.

B. Eligible purchases shall be expanded to include ergonomic-related furniture and equipment.
C. Anti-viral software shall be required as a prerequisite in granting requested loans.

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

E. The practice of “refinancing” to the maximum loan amount is prohibited. “After-the-fact” financing is allowed only with prior approval of the Director of Finance or his/her designee.

F. Loans shall be repaid through payroll deductions over a 3 year period. Outstanding loan balances must be paid off at the time that an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee’s final check.

ARTICLE 21  MATERNITY POLICY

Section 21.01  Policy

An officer may transfer to a light duty assignment, at any point during pregnancy, with physician verification of a need for placement in a light duty assignment. Additionally, an officer, upon return from leave of absence, will resume her previous assignment or bid on a position wherever possible.

ARTICLE 22  CATASTROPHIC LEAVE PROGRAM

Section 22.01  Definition of a Catastrophic Illness or Injury

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

Section 22.02  Eligible Employees for Donation and Program Usage

A. All permanent full-time or part-time sworn employees will donate 6.00 hours of either sick leave, vacation or compensatory leave time, per year, to the catastrophic leave bank, until a unit total of 1,000 hours have been contributed to the catastrophic leave bank. Employees may donate additional time to the catastrophic leave bank by completing a Catastrophic Leave Time Donation Request Form prior to donating more accumulated leave time. Employees, or their designated representative, requesting use of the leave bank must complete a Request to Receive Catastrophic Leave Time Form as soon as possible prior to, or within a reasonable time frame after, catastrophic illness or injury. Completed forms must be submitted to the Director of Human Resources/Risk Management or his/her designee.

B. Forms are available from the Human Resources Department. The Human Resources Department will maintain all Catastrophic Leave Policy materials.

Section 22.03  Policy Procedures

A. Administration - This bank will be administered by a joint employer/employee committee composed of two (2) representatives from the El Segundo Police Officers’ Association, one (1) from the Human Resources Department and one (1) from the Finance Department.

B. Donation Requests - In addition to the July 1 mandatory donation, eligible employees may transfer additional accrued sick leave, vacation or compensatory leave time for donation to an employee, or employees experiencing catastrophic illness/injury and who have exhausted all

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other personal leaves. Donated time can only be made in increments of four (4) hours. Additionally, employees shall designate whether their 6.00 hour contribution made to the catastrophic leave bank shall be made from the sick, vacation or compensatory leave banks. Should recipient employees not use all their allocated donated time, any balance will remain in the bank for future utilizations.

C. Transfer requests will be reviewed by the Catastrophic Leave Committee for approval and for verification that the donating employee maintains the required minimum 1020 leave hours after his or her donation.

D. Donations of accumulated time are irrevocable.

E. Catastrophic leave shall not be used to supplement leaves due to industrial injuries or illness. However, catastrophic leave may be used to supplement long-term disability benefits.

ARTICLE 23  LAYOFF PROCEDURES

Section 23.01  Grounds for Layoff - Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his or her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change.

Section 23.02  Notice to Employees - An employee filing a full time position shall be given fourteen (14) calendar days prior notice of layoff. Employees transferred, reduced or displaced shall be given five (5) calendar days notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

Section 23.03  At-Will Employees - The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: emergency employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

Section 23.04  Procedures for Layoff - A permanent employee in a classification affected by a reduction in force shall be laid off based on seniority in City service, that is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc. Seniority shall be determined by hire date. City seniority shall be used to effectuate the procedures set forth in this Article. Seniority for part-time employees shall be calculated as one-half (½) time from the date of hire with the City.

Section 23.05  Breaking Ties - In cases where two or more employees have the same date of hire (i.e. equal seniority), retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years, provided the last rating had been filed more than thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

- Above Standard - 24 points
- Standard - 12 points
- Below Standard - 0 points

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In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have overall evaluation ratings for the last three (3) years on file, ties shall be broken by a coin toss.

Section 23.06 Reduction to a Vacant Position - An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest seniority, etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.

Section 23.07 Displacement Rights

A. An employee designated for layoff as a result of abolition of a position or classification may displace ("bump") an employee in a lower classification in which the employee has prior service, provided the laid off employee has greater seniority than the employee in the lower classification.

B. An employee designated for layoff with greater seniority may displace ("bump") a less senior employee in a lower classification, for which he/she is immediately qualified to perform.

Section 23.08 Salary Placement

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

Section 23.09 Reemployment List

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

Section 23.10 Letter of Layoff

The City shall provide all employees who were laid off from the City a service letter setting forth that the employee was laid off and is eligible for reemployment. Those employees who were displaced to lower positions will be granted, upon the employee's request, a letter from the City stating the employee was reduced in status as a result of a layoff and is eligible for reemployment to the higher level position.
Section 23.11 Rights on Reemployment

If a person is reemployed by the City within three years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

Section 23.12 Appeal

An employee who 1) has not been provided a letter of layoff, per Section 24.10, the employee shall be treated as if he/she had been terminated for disciplinary purposes and shall be permitted to appeal the decision per the Disciplinary Appeal Procedure; or 2) has not been provided proper bumping or displacement rights, may file an appeal to the Director of Human Resources/Risk Management.

Section 23.13 Limited Agreement Not to Lay Off

1. The City agrees to guarantee that no layoffs of unit members will occur during the term of this MOU unless at any time during the term of the contract the general fund actual core gross revenues as defined in Article 2 for any six-month period fall seven and one half percent (7.5%) below the prior fiscal year actual core gross revenues for the same six-month period.

2. Before instituting any layoffs the City will agree to meet and confer in good faith with the Association to explore alternative cost saving approaches.

ARTICLE 24 GRIEVANCE PROCEDURE

Section 24.01 Definition of Terms

Grievance - A grievance is an alleged violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of a Memorandum of Understanding. A grievance is distinct from an appeal arising from disciplinary action in that it is a grievance if a violation, misinterpretation or misapplication of a specific written departmental or agency rule and/or policy or specific provision of a Memorandum of Understanding.

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

Day - A day is a business day (Monday-Friday).

Immediate Supervisor - The first level supervisor of the grievant.

Section 24.02 Time Limits

A. Compliance and Flexibility

With the written consent of both parties, the time limitations for any step may be extended or shortened.

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B. Calculation of Time Limits

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

C. Failure to Meet Time Limits

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

Section 24.03 Procedure

Grievances will be processed as follows:

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

B. Level II - If the grievance is not resolved at Level I, the grievant may submit a written grievance to the second level supervisor within five (5) days following the expiration of time at Level I.

1. Procedure for Filing a Grievance - In filing a grievance, the employee should set forth the following information:

   a. If possible, the specific section of the departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
   
   b. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.
   
   c. The date or dates on which the violation, misinterpretation or misapplication occurred.
   
   d. The documents, witnesses or other evidence which support the grievant's position, which are known to the grievant at the time of filing the grievance, shall be presented with the grievance and may be supplied after the initial filing of the grievance.
   
   e. The remedy requested.

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

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

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Section 24.04 Matters Excluded from the Grievance Procedure

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

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

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

D. The procedure is not intended to be used in cases of reduction in pay, demotion, suspension or a termination, but are subject to the formal appeal process outlined in Ordinance 386.

Section 24.05 Conferences

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

ARTICLE 25 POLICIES

Section 25.01 Occupational Injury and Illness Policy

The parties have agreed upon an Occupational Injury and Illness Policy, dated July 22, 2003.

Section 25.02 Disability Retirement Policy

The parties have agreed upon a Disability Retirement Policy, dated July 23, 2003.

Section 25.03 Fitness for Duty Policy

The parties have agreed upon a Fitness for Duty Policy, dated July 3, 2003.

Section 25.04 POBR LIMITED APPEALS

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal process established pursuant to the City of El Segundo Ordinance utilizing the Los Angeles County Civil Service Commission hearing process (Municipal Code § 1-6-16.)

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal pursuant to the City Ordinance utilizing the Los Angeles County Civil Service Commission hearing process (set forth in Municipal Code § 1-6-16.) It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing before the Los Angeles County Civil Service Commission.

I. Right to Administrative Appeal

A. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) consisting of a written reprimand, a transfer for purposes of punishment, specialty, assignment, bonus, or similar pay, or a suspension for five (5) or less days, is
entitled to an administrative appeal only pursuant to this procedure. An officer shall not be entitled to appeal an action prior to its imposition.

B. The City and the Association mutually agree to reopen the Memorandum of Understanding regarding the drafting of a POBR Hearing Policy regarding a reduction in salary caused by a reassignment resulting in a loss of incentive, specialty assignment, bonus, or similar pay.

C. An officer who appeals a punitive action under this procedure shall bear his/her own costs associated with the appeal hearing, including but not limited to any and all attorney fees. The cost of a hearing officer shall be equally borne by the Association and the City.

2. Appeal of Written Reprimands

A. Within five (5) calendar days of receipt by an officer of notification of punitive action consisting of a written reprimand, the officer shall notify the Chief of Police in writing of the officer’s intent to appeal the written reprimand.

B. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

3. Hearing Officer (Appeal of Written Reprimands Only)

A. The City Manager shall hear appeals of written reprimands, and may adopt, modify or reject the written reprimand. The City Manager’s decision shall be final and binding.

B. The City Manager level administrative appeal shall not be a trial-type evidentiary hearing. The limited purpose of the hearing shall be to provide the officer with an opportunity to establish a record of the circumstances surrounding the action and to seek modification or rejection of the written reprimand. There shall be no subpoenas issued (for people or documents.)

4. Appeal of Other Punitive Action

A. Appeal of punitive action consisting of suspensions of five (5) or less days, a transfer for purposes of punishment, or a reduction in salary caused by a reassignment shall be subject to appeal by means of the officer filing an appeal with the Chief of Police within five (5) calendar days of receipt by the officer of notice of punitive action being implemented on a date certain. The officer shall notify the Chief of Police in writing of the officer’s intent to appeal said action.

B. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

C. The appeal shall be presided over by a hearing officer selected from a list of nine (9) provided by the State Mediation and Conciliation Service. The hearing officer shall be selected by alternate striking of names by the respective parties.

5. Conduct of Hearing (5 days or less suspensions, transfers for purposes of punishment, reduction in salary caused by a reassignment.)
A. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

B. The parties may present opening statements.

C. The parties may present evidence through documents and direct testimony.

D. The parties shall not be entitled to confront and cross-examine witnesses.

E. Following the presentation of evidence, if any, the parties may present closing arguments.

F. Recording of the Hearing

The hearing shall be audio recorded.

G. Representation

The officer may be represented by a representative of his or her choice at all stages of the proceedings. All costs associated with such representation and the presentation of the officer’s case, shall be borne by the Association.

The Department shall also be entitled to representation at all stages of the proceedings. The Department shall bear its cost of representation and of presentation of its case.

6. The hearing officer fees shall be equally borne by the City and the Association.

7. Decision

A. The decision of the hearing officer shall be final subject to the right of each party to the proceeding to contest the hearing officer’s determination by means of a C.C.P. § 1094.5 petition for writ of mandate.

Section 25.05 Drug Free Work Place Policy

The City and the Association mutually agree to reopen the Memorandum of Understanding regarding the City's Substance Abuse Policy and Drug Free Work Place Statement, drafted July 1, 2008.

Section 25.06 Retiree Medical Trust

The City and the Association mutually agree to reopen the Memorandum of Understanding regarding the establishment and administration of a PORAC Retiree Medical Trust for Association members.

ARTICLE 26 TERM OF AGREEMENT

Section 26.01 Term

The term of this MOU shall commence on July 1, 2011 and shall end on September 30, 2013; with regard to all provisions, provided, however, the Association shall have the unilateral

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ARTICLE 27 "LIMITED USE" TIME OFF

Section 27.01 As specified in this MOU, employees granted "limited use" time off in lieu of pay shall be permitted to accrue such paid leave without limitation. An employee wishing to use "limited use" time off must obtain approval from his or her supervisor. "Limited use" time off requests shall generally only be granted when, at the time of the request, it does not appear that an overtime backfill will be required. Once a request for "limited use" time off is approved, it shall be granted. Employees cannot cash in "limited use" time off except upon separation from the City. Upon such separation an employee shall be paid for all "limited use" time off at the employee's regular rate of pay then in effect.

ARTICLE 28 WORK SCHEDULE

Section 28.01 Work schedule - prior to January 2012 bid

Unit employees assigned to Patrol shall work a 4/10 work schedule that consists of a weekly schedule of four consecutive work days of 10 consecutive hours each, inclusive of paid breaks and a 45-minute paid meal period, followed by three consecutive days off.

Section 28.02 Alternate Work Schedule, post January 2012 bid

Effective coincident with the start of the January 2012 bid, employees assigned to Patrol will work either a 3/12.5 or 3/12.5 - 4/10 hybrid schedule. The determination of which schedule is used shall be made jointly by the police chief.

a. 3/12.5 schedule - consists of a weekly schedule of three consecutive work days of 12.5 consecutive hours each, inclusive of paid breaks and a 45-minute paid meal period, followed by three consecutive days off. In addition, each employee shall be scheduled to work one additional shift each of 10 consecutive hours (inclusive of paid breaks and a 45-minute paid meal period) each 28 days.

b. 3/12.5 - 4/10 hybrid schedule - consists of having some employees being regularly assigned a 3/12.5 schedule (see above) and others being regularly assigned a 4/10 schedule (see Section 28.01, above). The determination of what days of the week will be assigned either the 3/12.5 or the 4/10 shall be made by mutual agreement of the parties.

Trial Period: The alternate schedule implemented coincident with the January 2012 bid shall be in effect for eighteen (18) months during which the parties will assess it. Periodically the police chief and the association will meet to discuss the effectiveness of the alternate schedule and to resolve issues that might arise. Either the police chief or the association may terminate the alternate schedule by providing the other party with written notification during the period that is at least 15 days, and not more than 30 days, prior to the expiration of the 18 month trial period. If the alternate schedule is terminated, patrol personnel shall revert to the 4/10 schedule coincident with the July 2013 bid. If not terminated during the appropriate period, the alternate schedule then in effect shall become the regular patrol schedule, unless and except modified at subsequent negotiations.
15. Consideration and possible action to adopt a resolution amending the benefits for the City's Management Confidential Group (unrepresented employees).

**(Fiscal Impact: Estimated Savings FY 2011/2012 of $256,077.00)**

Recommendation - 1) Adopt resolution amending the benefits for the City's Management Confidential employees; or 2) Alternatively discuss and take other action related to this item.

ITEM TO BE DELIVERED UNDER SEPARATE COVER
AGENDA DESCRIPTION:
Consideration and possible action regarding salary and benefit concessions by the City’s unrepresented group of Executive employees. 15. (Fiscal Impact: Estimated FY 2011/2012 Savings of $133,398)

RECOMMENDED COUNCIL ACTION:
1. Adopt the Resolution amending Chapter 1A2 of the El Segundo Administrative Code
2. Approve the following:
   • Non-safety Department Heads pay seven percent (7%) of the PERS Member Contribution.
   • Public Safety Department Heads pay nine percent (9%) of the PERS Member Contribution.
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution

FISCAL IMPACT:
Total Fiscal Impact: Savings of $133,398
   Amount Budgeted:
   Additional Appropriation: None
   Account Number(s):

ORIGINATED BY: Martha Dijkstra, Human Resources Manager
REVIEWED BY: Deborah Cullen, Director of Finance/Human Resources
APPROVED BY: Mark Hensley, City Attorney

BACKGROUND AND DISCUSSION
As part of the City’s effort to address the rising costs of public employee pensions, and the need for employees to increase their share of PERS pension costs with the City, it is recommended that the following salary and benefit concessions take effect as follows:

1) Non-safety Department Heads shall pay seven percent (7%) of the PERS Member Contribution, which represents the full amount of the required contribution.

2) Public Safety Department Heads shall pay nine percent (9%) of the PERS Member Contribution, which represents the full amount of the required contribution.

The above shall take effect on October 8, 2011, which is the beginning of the first payroll period for Fiscal Year 2011-2012.
RESOLUTION NO.__________

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

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

Section 1: Section 1A2.153, entitled “PERS Member Contribution” is added to the El Segundo Administrative Code as follows:

   Non-Safety Department Heads shall pay seven percent (7%) of the PERS Member Contribution effective October 8, 2011.

   Public Safety Department Heads shall pay nine percent (9%) of the PERS Member Contribution effective October 8, 2011.

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

Section 3: This Resolution will become effective immediately upon adoption and

   PASSED AND ADOPTED this 4th day of October, 2011.

_____________________________________________________________________
Eric K. Busch,
Mayor
CERTIFICATION

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 4th day of October, 2011, 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 __________, 2011.

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

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

By: __________________________
    Karl H. Berger
    Assistant City Attorney
AGENDA DESCRIPTION:

Consideration and possible action to direct staff to prepare a zone text amendment to allow mechanical equipment and other accessory structures to encroach into interior (side and rear) yards in commercial and industrial zone districts. (Fiscal Impact: none)

RECOMMENDED COUNCIL ACTION:

1. Direct staff to prepare a draft zone text amendment amending El Segundo Municipal Code (ESMC) §15-2-7 to allow mechanical equipment and other accessory structures to encroach into interior (side and rear) yards in commercial and industrial zone districts; and/or

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

ATTACHED SUPPORTING DOCUMENTS:

None.

FISCAL IMPACT: None

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ORIGINATED BY: Eric Busch, Mayor
REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:

The City of El Segundo Department of Planning and Building Safety has recently received several requests to allow accessory mechanical equipment to be located within required side and rear interior setback areas on commercial and industrial zoned property. Existing buildings and other site planning considerations currently pose a challenge to the development and redevelopment of commercial and industrial sites within the City. Currently ESMC §15-2-7 allows for certain encroachments into required setback open space areas. However, this zoning code standard, as currently written, is more applicable to minor encroachments associated with residential properties. The request is to direct staff to evaluate current practice within the City and in neighboring jurisdictions allowing encroachments into required interior (side and rear) setback areas on commercial and industrial properties and prepare a draft zone text amendment.

If directed, staff will investigate standards to control the location, size, height, screening and mechanical performance of equipment within required setback areas and prepare a draft zone
text amendment to ESMC §15-2-7 to allow for mechanical equipment to be located with required interior (side and rear) setback areas.