AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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

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

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, DECEMBER 6, 2011 – 5:00 P.M.

Next Resolution # 4765
Next Ordinance # 1467

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) -1- matters

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

CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -3- matter.

1. Claim 10-35 - Wyle
2. Claim 11-57 - Garton
3. Claim 11-57A - City of Hawthorne (Garton)

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): -0- matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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

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

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, DECEMBER 6, 2011 - 7:00 P.M.

Next Resolution # 4765
Next Ordinance # 1467

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Scott Lambert, Assoc. Pastor, Hilltop Community Church of Christ

PLEDGE OF ALLEGIANCE – Council Member Suzanne Fuentes
PRESENTATIONS

(a) Commendation – The City Council wish to thank all sponsors, supporters and volunteers for keeping the El Segundo Community Christmas Dinner tradition alive.

(b) Proclamation – The 1200 block of Acacia Avenue as CANDY CANE LANE from December 10, 2011 at 7:00p.m. through December 23, 2011.

(c) Proclamation – Sunday, December 11, 2011, the 48th Annual El Segundo Holiday Parade.

(d) Proclamation – Nick Gerenday, the El Segundo Police Department’s RSVP of the Year.

(e) Presentation – Muscular Dystrophy, El Segundo Fire Department’s “Fill the Boot” drive.

ROLL CALL

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

A. PROCEDURAL MOTIONS

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

Recommendation – Approval.
B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment for a Categorical Exemption; and 2) a Zone Text Amendment amending the El Segundo Municipal Code (“ESMC”) § 15-2-7 regulating open space areas and encroachments. Applicant: City Initiated
(Fiscal Impact: None)
Recommendation – 1) Open Public Hearing; 2) Discussion; 3) Introduce and waive first reading of an Ordinance for Environmental Assessment No. EA 944 and Zone Text Amendment No. 11-04; 4) Schedule second reading and adoption of Ordinance on December 20, 2011; and/or 5) Alternatively, discuss and take other possible related action to this item.

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

2. Consideration and possible action to announce the appointment to the Investment Advisory Committee and the Community Cable Advisory Committee.
(Fiscal Impact: None)
Recommendation – 1) Announce the appointees to the Investment Advisory Committee and the Community Cable Advisory Committee, if any; 2) Alternatively, discuss and take other action related to this item.

E. CONSENT AGENDA

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

3. Warrant Numbers 2585036 to 2585279 on Register No. 4 in the total amount of $932,873.61 and Wire Transfers from 11/04/11 through 11/23/11 in the total amount of $2,768,975.56.
Recommendation – Approve Warrant Demand Registers 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 November 15, 2011 and Special City Council Meeting Minutes of November 17, 2011.

Recommendation – Approval.

5. Consideration and possible action regarding the El Segundo Senior Housing Corporation 2012 Annual Budget for the Park Vista Apartments located at 615 East Holly Street.
(Fiscal Impact: N/A – No General Fund)

Recommendation – 1) Approve the 2012 Park Vista Budget; or 2) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action regarding approval of a second amendment extending the Property Management Agreement between the El Segundo Housing Corporation and the Cadman Group for the management of Park Vista Senior Apartments, 615 E. Holly St.
(Fiscal Impact: $148,000 for each of the next 3 years – No General Fund)

Recommendation: - 1) Approve Second Amendment to Property Management Agreement in a form as approved by the City Attorney in the amount not to exceed $148,000 for each of the next 3 years; or; 2) Alternatively, discuss and take other action related to these items.

7. Consideration and possible action regarding the First Amendment to Contract No. 4095 between the City of El Segundo and MWW Group for public relations and public affairs representation services to the City of El Segundo.
(Fiscal Impact: $78,240)

Recommendation - 1) Authorize the City Manager to extend the contract with MWW through September 30, 2012; 2) Alternatively, discuss and take other action related to this item.

8. Consideration and possible action to authorize the City Manager to approve a contract extension for the design of future El Segundo Police replica toys produced by Mattel, Inc.
(Fiscal Impact: None)

Recommendation – 1) Authorize the City Manager, or designee, to review, approve or deny a Second Amendment to the City’s contract with Mattel, Inc., pursuant to Section 6 of the attached License Agreement between the City and Mattel, Inc. dated June 26, 2007; 2) Alternatively, discuss and take other action related to this item.

9. Consideration and possible action to receive and file this report concerning a memorandum of understanding approved by the City Council on October 4, 2011
(Fiscal Impact: N/A)

Recommendation – 1) Receive and file this report; and 2) Take such additional, related, action that may be desirable.
CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

10. Consideration and possible action regarding 1) approving the reorganization of the Library Department, and Parks & Recreation Department into the Community Services Department; 2) approving a new Class Specification for the at-will position of Director of Community Services; 3) approving a new class specification for the at-will position of City Librarian; 4) approving the reorganization of the Finance Department and Human Resources Department into the Finance Division and Human Resources Division reporting to the Assistant City Manager; 5) introduce and waive first reading of an ordinance implementing such changes; 6) adopting a resolution amending the City’s Conflict of Interest Code to reflect these changes; and 7) taking such additional, related, action that may be desirable.

(Fiscal Impact: Included in adopted Budget)
Recommendation – 1) Approve the proposed changes to titles and departments; 2) Introduce and Waive the First Reading of a draft Ordinance. Second reading and adoption would occur on December 20, 2011; 3) Adopt a resolution amending the City’s Conflict of Interest Code to become effective on January 20, 2012; 4) Take such additional, related, action that may be desirable.

11. Consideration and possible action to direct staff to take various actions in response to requests made by the Chamber of Commerce related to Downtown business improvement efforts.

(Fiscal Impact: to be determined)
Recommendation – 1) Direct staff to take the actions outlined in this report; and/or 2) Alternatively, discuss and take other action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

12. Consideration and possible action regarding Council consensus to cancel the January 3, 2012 City Council Meeting

(Fiscal Impact: None)
 Recommendation - 1) Approve cancellation of the January 3, 2012 City Council Meeting; 2) Alternatively discuss and take other action related to this item.
J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes –

Council Member Brann –

Council Member Jacobson –

Mayor Pro Tem Fisher –

Mayor Busch –

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

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: 11-30-11

TIME: 05:15 P.M.

NAME: MONA F. SHILLING
Commendation
City of El Segundo, California

WHEREAS, The El Segundo Community Christmas Dinner was conceived by El Segundo resident Bill Coffman in 1983; Bill solicited the help of local businesses, residents and organizations to fund, cook and serve a traditional Christmas dinner that brought people together to share the holiday spirit; and

WHEREAS, The El Segundo Community Christmas Dinner has become a hometown tradition that has served the community for 28 years. The last 23 Christmas dinners have been served at the Joslyn Center; and

WHEREAS, The Annual Christmas Dinner will be provided this season with the generous donations of food and preparation by the Hacienda Hotel, floral arrangements provided by Natural Simplicity, and the time and effort of Mark and Marcia Marion, individual volunteers along with the support of the Community Services Department Outreach Office; and

WHEREAS, The El Segundo Community Christmas Dinner will be held at 12:00 p.m. on December 25th at the Community Services Department's Joslyn Center, for the benefit of all those in the community who wish to participate in fellowship and share in some Christmas cheer.

NOW, THEREFORE, on this 6th day of December, 2011, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby commend and thank all sponsors, supporters and volunteers, for their unselfish community service in keeping this hometown holiday tradition alive in El Segundo.

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

WHEREAS, Candy Cane Lane features Santa Claus arriving on top of a horn-blowing El Segundo fire truck to light the beautifully decorated homes on Candy Cane Lane as he makes his way into a snow-covered Christmas Village situated at the end of the cul-de-sac, where he then climbs on his sleigh from which he sends good cheer each year for 13 nights this year to hundreds of boys and girls, residents and tourists; and

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

WHEREAS, Least we forget, we herein list the names of the folks that are synonymous with Candy Cane Lane: Borgattas, Bruemmers, Brunnenkants, Doukakis, Eyres, Harts, Hos, Hudsperth, Kehls, Leachs, Manumacleuna, McEwan, Mitchells, Moores, Mortesens, Odles, Phillips, Sanchez, Schlenderings, Steinbergs, Stosser/Szeto, Turnbulls, Walters, Warricks and Woods.

NOW, THEREFORE, on this 6th day of December, 2011, the Mayor and Members of the City Council of the City of El Segundo, California, proclaim the 1200 Block of Acacia Avenue as CANDY CANE LANE from December 10, 2011 at 7:00 p.m., through December 23, 2011, and invite the young and young at heart to experience the wonders of this El Segundo holiday tradition.

Mayor Eric H. Busch
Mayor Pro Tem Bill Fisher
Council Member Carl Jacobson
Council Member Don Brann
Council Member Susanne Fuentes
Proclamation

City of El Segundo, California

WHEREAS, The El Segundo Chamber of Commerce has given El Segundo the Annual Holiday Parade for the past 48 years, a tradition which both celebrates El Segundo and calls forth the Holiday Season; and

WHEREAS, The parade, to be held Sunday, December 11, 2011 from 1:00 p.m. to 3:00 p.m., with a theme of 100 Years of Holidays...Celebrating 100 Years of El Segundo, will assemble on the corner of Imperial Avenue and Main, and continue down Main Street, disbanding at El Segundo Boulevard; and

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

WHEREAS, The community is invited to other holiday festivities on Thursday, December 8th, beginning at 3:00 p.m. with Santa’s Village at City Hall Plaza, the Farmer’s Market and Holiday Craft Fair on Main Street, and the Annual Tree Lighting Celebration in the Plaza from 4:00 p.m. to 5:30 p.m., followed by the Chamber of Commerce Holiday Mixer held at Citizens Business Bank.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby proclaim Sunday, December 11, 2011, as the 48th Annual El Segundo Holiday Parade, and invite the community to all the traditional El Segundo holiday events and wish the Chamber of Commerce many more years of marching down Main Street.

Mayor Eric H. Busch

Mayor Pro Tem Bill Fisher

Council Member Carl Jacobson

Council Member Don Swann

Council Member Susanne Fuentes

013
Proclamation

City of El Segundo, California

WHEREAS, the goal of the El Segundo Police Department’s Retired Senior Volunteer Program (“RSVP”) is to supplement and assist both the Field Operations and the Administrative Services Bureau in their efforts to better serve the citizens of the City of El Segundo; and

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

WHEREAS, Nick Gerenday has been an El Segundo Police Department RSVP since March 5, 2003, working not only the assigned hours, but contributing additional hours for special events such as the El Segundo Police Department’s Car Show. In addition, Nick assists the Crime Prevention Unit with many other functions; and,

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

WHEREAS, Nick Gerenday has been selected by the City of El Segundo as the recipient of the El Segundo Police Department’s RSVP of the Year award in recognition of the 192 plus volunteer hours he has given to the El Segundo Police Department’s Retired Senior Volunteer Program.

NOW, THEREFORE, on this 6th day of December, 2011, the Mayor and Members of the City Council of the City of El Segundo, California, hereby commend Nick Gerenday for his invaluable contributions to the Retired Senior Volunteer Program, and invite all citizens in recognizing him as the El Segundo Police Department’s "RSVP of the Year."

Mayor Eric H. Busch

Mayer Pro Tom Bill Fisher

Council Member Carl Jacobson

Council Member Don Brann

Council Member Susanne Fuentes
(e) Presentation – Muscular Dystrophy, El Segundo Fire Department’s “Fill the Boot” drive.

Megan Berry, Director of Business Development to speak.
AGENDA DESCRIPTION:
Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment for a Categorical Exemption; and 2) a Zone Text Amendment amending the El Segundo Municipal Code ("ESMC") § 15-2-7 regulating open space areas and encroachments. Applicant: City Initiated (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Open Public Hearing;
2. Discussion;
3. Introduce and waive first reading of an Ordinance for Environmental Assessment No. EA 944 and Zone Text Amendment No. 11-04;
4. Schedule second reading and adoption of Ordinance on December 20, 2011; and/or
5. Alternatively, discuss and take other possible related action to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Draft Ordinance
2. Draft Ordinance (strike-out underline version)
3. Planning Commission staff report dated November 10, 2011 and attachments

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, Director Planning and Building Safety
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:

On November 10, 2011, the Planning Commission held a public hearing on the proposed Zone Text Amendment. After receiving testimony and documentary evidence, the Commission adopted Resolution No. 2708, recommending City Council approval of Environmental Assessment No. 944 and Zone Text Amendment No. 11-04.

I. Background

At its October 4, 2011 meeting, the City Council directed staff to 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
allowing mechanical equipment to be located within required interior setback areas. Planning staff prepared a draft ordinance that accomplishes three objectives. First, the proposed ordinance would establish a building setback exception into interior (side and rear) yards for mechanical equipment and other accessory structures on non-residentially zoned property. Second, the proposed ordinance distinguishes between setback exceptions that apply to residentially zoned property and those that apply to non-residentially zoned property. Third, the proposed ordinance clarifies the treatment of certain currently allowed setback encroachments, such as stairways to platforms, guardrails and architectural landscape features.

II. Analysis

Mechanical Equipment and Accessory Structures within Non-residential Setbacks

ESMC §15-2-7 identifies allowable encroachments into required open space setback areas. The allowable encroachments identified are more typical of residential development and include items such as: cornices, eaves, fireplaces, uncovered porches and platforms, planting boxes and planters, bay windows and mechanical equipment such as pool and water heaters. The City is currently applying these standards to both residential and non-residential property since ESMC §15-2-7 does not differentiate between residential and non-residential zones. The result is both residential and non-residential development projects are limited to encroaching two feet into required setback areas, regardless of the type of encroachment or the size of the required setback.

Staff completed a comparison of the City’s commercial and industrial setback standards to the standards for the cities of Carson, Culver City, Long Beach, Los Angeles, Manhattan Beach, Redondo Beach, and Torrance. These cities were selected because they are adjacent jurisdictions or nearby communities that have sizable areas of commercial and industrial development. The summary table is included in the attached Planning Commission Staff Report.

El Segundo typically has more stringent building setback standards than other jurisdictions as side and rear setbacks are required for the majority of El Segundo’s industrial and commercial property (sites in the M-1, M-2, C-3, CO, MU-N, and MU-S Zones). Most of the comparison cities do not have building setback requirements from a side or rear property line for most of their commercial and industrially zoned property, unless that property line abuts a street or residentially zoned lot. The majority of the comparison cities would allow appropriately screened mechanical equipment and accessory structures. Most cities would even allow the primary building to be built with a zero setback from a side or rear property line.

Staff recommends allowing non-occupiable accessory structures and appropriately screened mechanical equipment to encroach into side and rear setback areas on non-residential property if the equipment and structures can meet certain requirements. The recommended requirements are:

- The accessory structure cannot contain “occupiable space,” as defined by the California Building Code, as adopted by the ESMC. The 2010 California
Building Code defines “occupiable space” as “[a] room or enclosed space designed for human occupancy in which individuals congregate for amusement, educational or similar purposes or in which occupants are engaged at labor, and which is equipped with means of egress and light and ventilation facilities meeting the requirements of this code.” The non-occupiable space requirement will limit eligible structures to truly accessory uses, such as trash and recycling enclosures and structures that only contain building operating equipment.

- The accessory structure cannot contain net floor area as defined by ESMC § 15-1-6. This recommended requirement will further reinforce that any accessory structure within a required setback area is intended for building operating equipment only.

- The equipment or structure cannot exceed 18 feet in height. The recommended building height will limit shade, shadow, or other height related impacts from structures within a setback area to no more than a typical one-story structure.

- The equipment or structure cannot be more than 60 feet long parallel to the property line to which it is situated or no longer than 35% of the length of the property line to which it is situated. The 60 foot length restriction would be an absolute limit applicable to lots with property lines longer than 170 feet. The 35% of required yard limit would be applicable to lots less than 170 feet in length or width. Both size limits are intended to control against the excessive placement of structures and equipment in setback areas.

- The equipment or structure cannot be located in a front yard or street-facing yard. This requirement is intended to ensure that adequate landscaping and buffering occur on the portions of commercial and industrial property that interface with public streets and thus make up the civic and pedestrian environment.

- The equipment or structure cannot be located in a required yard abutting a residential property. This proposed requirement will maintain an adequate buffer from residentially zoned property by applying required commercial and industrial building setbacks to equipment and accessory structures.

- Mechanical equipment must meet ESMC noise and vibration requirements. ESMC Chapter 7-2 contains noise and vibration standards that must be met at a commercial or industrial site’s property line regardless of the location of the noise source. This zone text amendment would allow equipment to be located closer to a property line. However, the equipment is still required to meet current performance requirements at the property line.

- Mechanical equipment or accessory structures must meet all ESMC access, safety, and screening requirements. This requirement affirms building code regulations that require adequate buildings egress by requiring any equipment located in a setback area not conflict with building exiting. The recommended language also affirms any requirements for adequate service areas around equipment. In addition, the requirement affirms that, in compliance with ESMC §15-2-8, all equipment must be screened from public view.

The proposed text amendment to allow mechanical equipment and accessory structures to encroach into setback areas would affect the following commercial and industrial zones: General Commercial (C-3), Corporate Office (CO), Urban Mixed Use North (MU-N),
Urban Mixed Use South (MU-S), Light Industrial (M-1) and Heavy Industrial (M-2) Zones. The text amendment would also affect placement of mechanical equipment and accessory structures in the Open Space (O-S), Public Facility (P-F), and Parking (P) Zones. The proposed zone text amendment would not affect the placement of equipment or accessory structures in the Smoky Hollow Specific Plan industrial zones, since the Small Business (SB) and Medium Manufacturing (MM) Zones do not have side and rear building setbacks unless a property line is adjacent to another zone or public street. The proposed text amendment would also not affect the Downtown Commercial (C-RS) and Neighborhood Commercial (C-2) as these two Zones do not have required side setbacks unless the property abuts another zone or street. Specific Plans, such as the Downtown Specific Plan, usually adopt area specific development standards. The Downtown Specific Plan allows for zero side and rear setbacks, so the proposed zone text amendment would be more consistent with how El Segundo treats property regulated by the Downtown Specific Plan development standards.

Setback Exception Applicability on Residential and Non-residentially Zoned Property

The proposed ordinance deletes the existing text of ESMC §15-2-7 and replaces it with a new section re-organized with three subsections for residential uses, non-residential uses and standards that apply to both residential and non-residential uses in all zones (See ESMC §15-2-7(A)). The non-residential uses section applies to the following use categories: commercial, industrial, institutional, governmental and open space. The change is intended to provide greater clarity as to the applicability of each exception. All existing exceptions have been re-inserted in alphabetical order into the subsection applicable for all zones. The subsection for non-residential uses (ESMC §15-2-7(C)) does not include the porte cochere exception and adds the non-residential mechanical equipment and accessory structure subsection.

Minor Clarification of Existing Exceptions

1. It is recommended that the current ESMC §15-2-7 text that identifies “architectural features” as allowable setback exceptions be replaced with a reference to “architectural building feature” as this is specifically defined in ESMC §15-1-6. The term is defined as follows:

   ARCHITECTURAL BUILDING FEATURE: A balcony, column, door, eaves, roof, soffit, window or window trim, shutters, or other similar three-dimensional permanent exterior element of a building or structure that may not create interior floor area, that provides relief from large flat wall planes, breaks up building wall mass, and lends to the overall form, context and appearance of the building or structure.

2. It is recommended that reference to “architectural landscape feature” be included in the revised text of ESMC §15-2-7. An “architectural landscape feature” is defined in ESMC §15-1-6 and setback standards for these features are identified in ESMC §15-2-14. It is appropriate to include a cross-reference to ESMC §15-2-14 to ensure that this exemption can be easily identified by a reader of the ESMC. The term “architectural landscape feature” is defined as follows:
ARCHITECTURAL LANDSCAPE FEATURE: Small landscape structures, such as fountains, arbors, trellises, pergolas, colonnades, statuary, and other similar features; as well as works of art which also do not contain floor area; or a roof or side walls consisting of greater than twenty percent (20%) component solid portions.

3. It is recommended that the current exception for uncovered porches and platforms at the first floor be clarified. First, the term “landing” should be added to this exception as this is a common term for a structure that would qualify for this exception. “Landing” describes a structure that connects stairs to the entry of a building with a raised foundation or located on a sloped property. Second, it is recommended that stairs leading to an exempt first floor porch, platform, or landing be allowed to encroach further into a required setback if a minimum distance of 3 feet from a property line is maintained. Allowing stairs to further encroach into the setback will allow for access to the allowable encroachment.

4. It is recommended that the current language identifying guardrails around ramps as an allowable setback encroachment also allow for guardrails around stairs. The California Building Code requires guardrails for stairs. The modified text would clarify the applicability of the setback exception to this building safety feature.

III. General Plan Consistency

The proposed Zone Text Amendment to ESMC § 15-2-7 conforms to the General Plan as specified in attached Planning Commission Resolution No. 2708.

IV. Environmental Review

The proposed zone text amendment is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”) because it consists only of a minor revision to existing zoning regulations and will not have the effect of deleting or substantially changing any regulatory standards or findings required thereof. The proposed ordinance is an action that does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §15305 as a minor alteration in land use limitation which does not result in any changes in land use or density. In addition, any environmental impacts associated with this ordinance are adequately addressed in the General Plan FEIR as this ordinance is consistent with the General Plan FEIR and is exempt from further environmental review requirements under CEQA. Furthermore, this ordinance constitutes a component of the ESMC which the Planning Commission determined to be consistent with the FEIR for the City of El Segundo General Plan on December 1, 1992. Accordingly, no further environmental review is required pursuant to 14 Cal. Code Regs. § 15168(c)(2).
V. Planning Commission Action

At its November 10, 2011 meeting, the Planning Commission reviewed the matter, considered the public testimony, and recommended to the City Council approval of Environmental Assessment No. EA-944 and Zone Text Amendment No. 11-04 (with a minor correction to a sentence regarding architectural landscape features in the draft ordinance as recommended by staff and presented at the Planning Commission meeting). No members of the public spoke at the Planning Commission meeting or submitted any written correspondence regarding this matter.

VI. Recommendation

Planning staff recommends that the City Council introduce and waive first reading of the attached draft Ordinance to approve Environmental Assessment No. EA-944. Second reading and adoption of the Ordinance would occur on December 20, 2011.
ORDINANCE NO. ___

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE §15-2-7 REGULATING OPEN SPACE AREAS AND ENCROACHMENTS.

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

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

A. On October 4, 2011, the City Council directed staff to prepare an amendment to the El Segundo Municipal Code ("ESMC") to allow mechanical equipment and other accessory structures to encroach into interior (side and rear) yards in non-residential zoning districts;

B. On October 5, 2011, the City of El Segundo initiated an application for Environmental Assessment No. EA-944 and Zone Text Amendment No. 11-04 to amend the ESMC regulating open space areas and encroachments;

C. The application was prepared and reviewed by the City's Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the ESMC;

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

E. The Planning and Building Safety Department completed its review and scheduled the public hearing regarding the application before the Planning Commission for November 10, 2011;

F. On November 10, 2011, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed amendment, including, without limitation, information provided to the Planning Commission by City staff and public testimony;

G. On November 10, 2011, the Planning Commission adopted Resolution No. 2708 recommending the City Council approve Environmental Assessment No. EA-944 and Zone Text Amendment No. 11-04;

H. On December 6, 2011, the City Council held a public hearing and considered the information provided by City staff and public testimony
regarding this Ordinance; and

I. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its December 6, 2011 hearing and the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Findings. The City Council incorporates by reference all of the findings and conclusions set forth in Planning Commission Resolution No. 2708 as if fully set forth including, without limitation, the Environmental Assessment set forth in Section 3 of Resolution No. 2708.

SECTION 3: ESMC §15-2-7, captioned "Open Space Areas And Encroachments," is amended in its entirety as follows:

"15-2-7 OPEN SPACE AREAS AND ENCROACHMENTS: The following open space and encroachment provisions are required for the indicated zones.

A. All Zones. Architectural landscape features as defined in § 15-1-6 of this Code may encroach into setbacks as specified in § 15-2-14 of this Code. In all zones, every required yard must be open and unobstructed from the ground up, except the following intrusions may project two feet (2') into required yards, provided the required yard cannot be reduced to less than three feet (3') in width:

1. Bay windows, on the first floor in any setback and on the second floor only in the front yard setback, not wider than eight feet (8') measured in the general direction of the wall of which it is a part;

2. Cornices, belt courses, sills, eaves or similar architectural building features as defined in § 15-1-6 of this Code. Eaves may project six inches (6") into any nonconforming side or rear yard which is three feet (3') in width. Shutters, corbels, and dentils may project six inches (6"). Columns may project one foot (1');

3. Fireplace structures not wider than eight feet (8') measured in the general direction of the wall of which it is a part;

4. Greenhouse windows;

5. Guardrails for safety protection around ramps and stairs;

6. Planting boxes or masonry planters not exceeding forty two inches (42") in height; and

7. Uncovered porches, platforms and landings which do not extend
above the floor level of the first floor. In addition, stairs leading to porches and platforms may encroach further into a required setback but must maintain at least a three foot (3') distance to a property line.

B. Residential Zones. In residential zoning districts:

1. A porte cochere (open carport) may be placed over a driveway in the front twenty feet (20') of one side yard setback, outside of the front yard setback, or attached to the front twenty feet (20') of one dwelling unit closest to the front lot line, provided the structure is not more than one story in height; is unenclosed on three (3) sides; and is entirely open except for the necessary supporting columns and architectural features.

2. Mechanical equipment, such as pool heaters, water heaters, and air conditioners not wider than eight feet (8') measured in the general direction of the wall of which it is a part, and adequately soundproofed, may project two feet (2') into required side and rear yards, provided the required yard cannot be reduced to less than three feet (3').

C. Non-residential Zoning. In non-residential zoning districts, mechanical equipment and accessory structures that do not contain occupied space, as defined by the California Building Code adopted by this Code, or that do not contain net floor area, as defined in § 15-1-6 of this Code, may be located within a required interior side or rear setback area.

1. Mechanical equipment includes, without limitation, emergency generators; air conditioning and heating units; transformers; and other equipment that is accessory to the principal permitted use. Mechanical equipment does not include electrical sub-stations.

2. Accessory structures include, without limitation, trash and recycling enclosures; and structures that exclusively house building operating equipment that is accessory to the principal permitted use.

D. Non-residential Zoning; Conditions. For non-residential zoning districts, the mechanical equipment and non-occupied accessory structures within a required setback are subject to the following conditions:

1. The mechanical equipment or accessory structure is not higher than 18 feet.

2. The mechanical equipment or accessory structure is not longer than 60 feet parallel to the property line to which it is situated or no
longer than 35% of the length of the property line to which it is situated, whichever is less.

3. The mechanical equipment or accessory structure cannot be located within a required interior side or rear setback area if the interior side or rear property line abuts a residentially zoned property.

4. The mechanical equipment or accessory structure cannot be located within a required interior side or rear setback area if the interior side or rear property line abuts a public street.

5. Operating the mechanical equipment cannot exceed the noise standards for Commercial and Industrial Property as identified in this Code.

6. The mechanical equipment or accessory structure must be set back from any interior side or rear property line to meet all access, safety, and screening requirements as specified in Titles 13 and 15 of this Code.”

SECTION 4: CONSTRUCTION. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: ENFORCEABILITY. Repeal of any provision of the El Segundo Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 6: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this Ordinance will be rendered void and cause such previous ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

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

SECTION 8: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original
ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

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

PASSED AND ADOPTED this ____ day of ________, 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 Ordinance No. ____ was duly introduced by said City Council at a regular meeting held on the ____ day of ________, 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

By: Karl H. Berger, Assistant City Attorney
EXHIBIT B
Draft Ordinance in Strike-through / Underline Version

ORDINANCE NO. ___

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE §15-2-7 REGULATING OPEN SPACE AREAS AND ENCROACHMENTS.

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

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

A. On October 4, 2011, the City Council directed staff to prepare an amendment to the El Segundo Municipal Code ("ESMC") to allow mechanical equipment and other accessory structures to encroach into interior (side and rear) yards in non-residential zoning districts;

B. On October 5, 2011, the City of El Segundo initiated an application for Environmental Assessment No. EA-944 and Zone Text Amendment No. 11-04 to amend the ESMC regulating open space areas and encroachments;

C. The application was prepared and reviewed by the City's Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the ESMC;

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

E. The Planning and Building Safety Department completed its review and scheduled the public hearing regarding the application before the Planning Commission for November 10, 2011;

F. On November 10, 2011, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed amendment, including, without limitation, information provided to the Planning Commission by City staff and public testimony;
G. On November 10, 2011, the Planning Commission adopted Resolution No. 2708 recommending the City Council approve Environmental Assessment No. EA-944 and Zone Text Amendment No. 11-04;

H. On December 6, 2011, the City Council held a public hearing and considered the information provided by City staff and public testimony regarding this Ordinance; and

I. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its December 6, 2011 hearing and the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Findings. The City Council incorporates by reference all of the findings and conclusions set forth in Planning Commission Resolution No. 2708 as if fully set forth including, without limitation, the Environmental Assessment set forth in Section 3 of Resolution No. 2708.

SECTION 3: ESMC §15-2-7 captioned “OPEN SPACE AREAS AND ENCROACHMENTS” is amended in its entirety as follows:

“OPEN SPACE AREAS AND ENCROACHMENTS: The following open space and encroachment provisions are required for the indicated zones. A porte-cochere (open carport) may be placed over a driveway in the front twenty feet (20') of a zone setback, outside of the front yard setback, or attached to the front twenty feet (20') of one dwelling unit closest to the front lot line, provided the structure is not more than one story in height, in unenclosed on three (3) sides, and is entirely open except for the necessary supporting columns and architectural features.

A. Every All Zones. Architectural landscape features as defined in § 15-1-6 of this Code may encroach into setbacks as specified in § 15-2-14 of this Code. In all zones, every required yard must be open and unobstructed from the ground up, except the following intrusions may project two feet (2') into required yards, provided the required yard cannot be reduced to less than three feet (3') in width:

1. 7. Bay windows, on the first floor in any setback and on the second floor only in the front yard setback, not wider than eight feet (8') measured in the general direction of the wall of which it is a part; and

2. 4. Cornices, belt courses, sills, eaves or similar architectural building features as defined in § 15-1-6 of this Code. Eaves may project six inches (6") into any nonconforming side or rear yard which is three feet (3') in width. Shutters, corbels, and
dentils may project six inches (6"). Columns may project one foot (1');

3. 2—Fireplace structures not wider than eight feet (8') measured in the general direction of the wall of which it is a part;

4. 8—Greenhouse windows;

5. Guardrails for safety protection around ramps and stairs;

6. 4—Planting boxes or masonry planters not exceeding forty two inches (42") in height;

7. 3—Uncovered porches— platforms and landings which do not extend above the floor level of the first floor. In addition, stairs leading to porches and platforms may encroach further into a required setback but must maintain at least a three foot (3') distance to a property line.

B. Residential Zones. In residential zoning districts:

1. A porte cochere (open carport) may be placed over a driveway in the front twenty feet (20') of one side yard setback, outside of the front yard setback, or attached to the front twenty feet (20') of one dwelling unit closest to the front lot line, provided the structure is not more than one story in height, in unenclosed on three (3) sides, and is entirely open except for the necessary supporting columns and architectural features.

2. 6—Mechanical equipment, such as pool heaters, water heaters, and air conditioners not wider than eight feet (8') measured in the general direction of the wall of which it is a part, and adequately soundproofed, may project two feet (2') into required side and rear yards, provided the required yard cannot be reduced to less than tree feet (3').

C. Non-Residential Zoning. In non-residential zoning districts, mechanical equipment and accessory structures that do not contain occupied space, as defined by the California Building Code adopted by this Code, or that do not contain net floor area, as defined in § 15-1-6 of this Code, may be located within a required interior side or rear setback area.

1. Mechanical equipment includes, without limitation, emergency
generators; air conditioning and heating units; transformers; and other equipment that is accessory to the principal permitted use. Mechanical equipment does not include electrical sub-stations.

2. Accessory structures include, without limitation, trash and recycling enclosures; and structures that exclusively house building operating equipment that is accessory to the principal permitted use.

D. Non-residential Zoning: Conditions. For non-residential zoning districts, the mechanical equipment and non-occupied accessory structures within a required setback are subject to the following conditions:

1. The mechanical equipment or accessory structure is not higher than 18 feet.

2. The mechanical equipment or accessory structure is not longer than 60 feet parallel to the property line to which it is situated or no longer than 35% of the length of the property line to which it is situated, whichever is less.

3. The mechanical equipment or accessory structure cannot be located within a required interior side or rear setback area if the interior side or rear property line abuts a residentially zoned property.

4. The mechanical equipment or accessory structure cannot be located within a required interior side or rear setback area if the interior side or rear property line abuts a public street.

5. Operating the mechanical equipment cannot exceed the noise standards for Commercial and Industrial Property as identified in this Code.

6. The mechanical equipment or accessory structure must be setback from any interior side or rear property line to meet all access, safety, and screening requirements as specified in Titles 13 and 15 of this Code.

SECTION 4: CONSTRUCTION. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.
SECTION 5: ENFORCEABILITY. Repeal of any provision of the El Segundo Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 6: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this Ordinance will be rendered void and cause such previous ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

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

SECTION 8: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.
SECTION 9: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ____ day of ________, 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 Ordinance No. _____ was duly introduced by said City Council at a regular meeting held on the ____ day of ________, 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

By: ___________________________________________________________________
Karl H. Berger, Assistant City Attorney
I. Introduction

The proposed project is an ordinance amending ESMC §15-2-7 which regulates encroachments into required building setback areas. First, the ordinance would establish a building setback exception into interior (side and rear) yards for mechanical equipment and other accessory structures on non-residentially zoned property. Second, the proposed ordinance establishes a distinction between the setback exceptions that apply to residentially zoned property and those that apply to non-residentially zoned property. Third, the proposed ordinance clarifies the treatment of certain currently allowed setback encroachments, such as stairways to platforms, guardrails and architectural landscape features.

II. Recommendation

Planning staff recommends that the Planning Commission review the facts as contained within this report and submitted during the public hearing, and then adopt Resolution No. 2708 recommending that the City Council approve Environmental Assessment No. 944 and Zone Text Amendment 11-04.
III. **Background**

The City of El Segundo Department of Planning and Building Safety recently received several requests to allow accessory mechanical equipment to be located within required 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, the existing regulations are more applicable to minor encroachments associated with residential properties.

At its October 4, 2011 meeting, the City Council directed staff to 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 allowing mechanical equipment to be located within required interior (side and rear) setback areas.

IV. **Analysis**

**Mechanical Equipment and Accessory Structures within Non-residential Setbacks**

ESMC §15-2-7 identifies allowable encroachments into required open space setback areas. The allowable encroachments identified are more typical of residential development. The items include: cornices, eaves, fireplaces, uncovered porches and platforms, planting boxes and planters, bay windows and mechanical equipment such as pool and water heaters. The City is applying these standards to both residential and non-residential property since ESMC §15-2-7 does not differentiate between residential and non-residential zones. The result is both residential and non-residential development projects are limited to encroaching two feet into required setback areas, regardless of the type of encroachment or the size of the required setback.

The City Council directed staff to evaluate the City's treatment of mechanical equipment on commercial and industrial properties. Staff completed a comparison of the City's standards with nearby cities in the Los Angeles area. Attached is a table (Attachment B) identifying El Segundo's commercial and industrial setback standards to the standards for the cities of Carson, Culver City, Long Beach, Los Angeles, Manhattan Beach, Redondo Beach, and Torrance. These cities were selected because they are adjacent jurisdictions or nearby communities that have sizable areas of commercial and industrial development.

The research shows that El Segundo treats industrial and commercial properties differently than neighboring jurisdictions. El Segundo typically has more stringent building setback standards than other jurisdictions as side and rear setbacks are
required for the majority of El Segundo’s industrial and commercial property (sites in
the M-1, M-2, C-3, CO, MU-N, and MU-S zones). Most of the comparison cities do
not have building setback requirements from a side or rear property line for most of
their commercial and industrially zoned property, unless that property line abuts a
street or residentially zoned lot. The majority of the comparison cities would allow
appropriately screened mechanical equipment and accessory structures, and most
cities would even allow the primary building to be built with a zero setback from a
side or rear property line.

Given the context provided by the research of neighboring jurisdictions, staff
believes that allowing non-occupiable accessory structures and appropriately
screened mechanical equipment to encroach into side and rear setback areas on
non-residential property is reasonable if the equipment and structures can meet
certain requirements. The recommended requirements are:

- The accessory structure cannot contain “occupiable space,” as defined by
  the California Building Code, as adopted by the ESMC. The 2010
  California Building Code defines “occupiable space” as “[a] room or
  enclosed space designed for human occupancy in which individuals
  congregate for amusement, educational or similar purposes or in which
  occupants are engaged at labor, and which is equipped with means of
  egress and light and ventilation facilities meeting the requirements of this
  code.” The non-occupiable space requirement will limit eligible structures
to truly accessory uses, such as trash and recycling enclosures and
structures that contain building operating equipment only.
- The accessory structure cannot contain net floor area as defined by ESMC
  § 15-1-6. This recommended requirement will further reinforce that any
  accessory structure within a required setback area is intended to house
  building operating equipment only.
- The equipment or structure in the setback area cannot exceed 18 feet in
  height. The recommended building height will limit shade, shadow, or
  other height related impacts from structures in a setback area to no more
  than a typical one-story structure.
- The equipment or structure cannot be more than 60 feet long parallel to the
  property line to which it is situated or no longer than 35% of the length of
  the property line to which it is situated. The 60 foot length restriction would
  be an absolute limit applicable to lots with property lines longer than 170
  feet. The 35% of required yard limit would be applicable to lots less than
  170 feet in length or width. Both size limits are intended to control against
  the excessive placement of structures and equipment in setback areas.
- The equipment or structure cannot be located in a front yard or street-
  facing yard. This requirement is intended to ensure that adequate
  landscaping and buffering occur on the portions of commercial and
  industrial property that interface with public streets and thus make up the
civic and pedestrian environment.

- The equipment or structure cannot be located in a required yard abutting a residential property. This proposed requirement will maintain an adequate buffer from residually zoned property by applying required commercial and industrial building setbacks to equipment and accessory structures.

- Mechanical equipment must meet ESMC noise and vibration requirements. ESMC Chapter 7-2 contains noise and vibration standards that must be met at a commercial or industrial site's property line regardless of the location of the noise source. This zone text amendment would allow equipment to be located closer to a property line. However, the equipment is still required to meet current performance requirements at the property line.

- Mechanical equipment or accessory structures must meet all ESMC access, safety, and screening requirements. This requirement affirms building code regulations that require adequate buildings egress by requiring any equipment located in a setback area not conflict with building exiting. The recommended language also affirms any requirements for adequate service areas around equipment. In addition, the requirement affirms that, in compliance with ESMC §15-2-8, all equipment must be screened from public view.

The proposed text amendment to allow mechanical equipment and accessory structures to encroach into setback areas would affect the following commercial and industrial zones: General Commercial (C-3), Corporate Office (CO), Urban Mixed Use North (MU-N), Urban Mixed Use South (MU-S), Light Industrial (M-1) and Heavy Industrial (M-2) Zones. The text amendment would also affect placement of mechanical equipment and accessory structures in the Open Space (O-S), Public Facility (P-F), and Parking (P) Zones. The proposed zone text amendment would not affect the placement of equipment or accessory structures in the Smoky Hollow Specific Plan industrial zones, since the Small Business (SB) and Medium Manufacturing (MM) Zones do not have side and rear building setbacks unless adjacent to another zone or public street. The proposed text amendment would also not affect the Downtown Commercial (C-RS) and Neighborhood Commercial (C-2) as both these Zones do not have required side setbacks unless the property abuts another zone or a rear setback unless the property abuts another zone or a street. Specific Plans, such as the Downtown Specific Plan, usually adopt area specific development standards. The Downtown Specific Plan allows for zero side and rear setbacks, so the proposed zone text amendment would be more consistent with how we treat property regulated by the Downtown Specific Plan development standards.

**Setback Exception Applicability on Residential and Non-residentially Zoned Property**

The proposed ordinance deletes the existing text of ESMC §15-2-7 and replaces it with a new section re-organized with three subsections for residential uses, non-
residential uses and standards that apply to both residential and non-residential uses in all zones (See ESMC §15-2-7(A)). The non-residential uses section applies to the following use categories: commercial, industrial, institutional, governmental and open space. The change is intended to provide greater clarity as to the applicability of each exception. All existing exceptions have been re-inserted in alphabetical order into the subsection applicable for all zones. The subsection for non-residential uses (ESMC §15-2-7(C)) does not include the porte cochere exception and adds the non-residential mechanical equipment and accessory structure subsection.

Minor Clarification of Existing Exceptions

1. It is recommended that the current ESMC §15-2-7 text that identifies "architectural features" as allowable setback exceptions be replaced with a reference to "architectural building feature" as this is specifically defined in ESMC §15-1-6. The term is defined as follows:

ARCHITECTURAL BUILDING FEATURE: A balcony, column, door, eaves, roof, soffit, window or window trim, shutters, or other similar three-dimensional permanent exterior element of a building or structure that may not create interior floor area, that provides relief from large flat wall planes, breaks up building wall mass, and lends to the overall form, context and appearance of the building or structure.

2. It is recommended that an exception for "architectural landscape feature" be included in the revised text of ESMC §15-2-7. An "architectural landscape feature" is defined in ESMC §15-2-7, which also states that "architectural landscape features" are exempt from building setback requirements. This is a development standard and it is appropriate for this information to be included in the exception section of the ESMC. The term is defined as follows:

ARCHITECTURAL LANDSCAPE FEATURE: Small landscape structures, such as fountains, arbors, trellises, pergolas, colonnades, statuary, and other similar features; as well as works of art which also do not contain floor area; or a roof or side walls consisting of greater than twenty percent (20%) component solid portions. These features shall not be considered "structures", as defined in this section, for setback purposes.

3. It is recommended that the current exception for uncovered porches and platforms at the first floor be clarified. First, the term "landing" should be added to this exception as this is a common term for a structure that would qualify for this exception. "Landing" would be used to describe a structure that would connect stairs to the entry of a building with a raised foundation or located on a sloped property. Second, it is recommended that stairs leading
to an exempt first floor porch, platform, or landing be allowed to encroach further into a required setback if a minimum distance of 3 feet from a property line is maintained. Allowing stairs to further encroach into the setback will allow for access to the allowable encroachment.

4. It is recommended that the current language identifying guardrails around ramps as an allowable setback encroachment also allow for guardrails around stairs. Guardrails are required for stairs by the California Building Code. The modified text would clarify the applicability of the setback exception to this building safety feature.

V. GENERAL PLAN AND ZONING CONSISTENCY

Consistency with the El Segundo Municipal Code

Pursuant to ESMC Title 15, Chapter 26 (Amendments), in order to recommend City Council approval of the proposed amendments, the Planning Commission must find that the amendments are necessary to carry out the general purpose of ESMC Title 15. The purpose of this Title (ESMC § 15-1-1) is to serve the public health, safety, and general welfare and to provide economic and social advantages resulting from an orderly planned use of land resources. Planning staff believes that the Planning Commission can make the findings in order to recommend City Council approval of the proposed amendment. The findings are discussed in the proposed resolution.

Consistency with the El Segundo General Plan

ESMC § 15-1-1 (Purpose, Title) states that Title 15 is the primary tool for implementation of the goals, objectives, and policies of the El Segundo General Plan. Accordingly, the Planning Commission must find that the proposed Zone Text Amendment is consistent with those goals, objectives, and policies. Planning staff believes that the Planning Commission can make the findings in order to recommend City Council approval of the proposed amendment. The findings are discussed in the proposed resolution.

VI. ENVIRONMENTAL REVIEW

The proposed zone text amendment is exempt from review under the California Environmental Quality Act (Calif. Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”) because it consists only of a minor revision to existing zoning regulations and will not have the effect of deleting or substantially changing any regulatory standards or findings required thereof. The
proposed ordinance is an action that does not have the potential to cause significant
effects on the environment. Consequently, it is categorically exempt in accordance
with CEQA Guidelines §15303 as a minor alteration in land use limitation which
does not result in any changes in land use or density. In addition, any
environmental impacts associated with this ordinance are adequately addressed in
the General Plan FEIR as this ordinance is consistent with the General Plan FEIR
and is exempt from further environmental review requirements under CEQA.
Furthermore, this ordinance constitutes a component of the ESMC which the
Planning Commission determined to be consistent with the FEIR for the City of El
Segundo General Plan on December 1, 1992. Accordingly, no further
environmental review is required pursuant to 14 Cal. Code Regs. § 15168(c)(2).

VII. CONCLUSION

The proposed Zone Text Amendment to §15-2-7 establishes a building setback
exception for mechanical equipment and other accessory structures on properties
within non-residential zoning districts and clarifies the applicability of existing
regulations regarding setback encroachments in residential and non-residential
zoning districts. Staff recommends that the Planning Commission adopt Resolution
No. 2708, recommending that the City Council approve Environmental Assessment
No. EA-944 and Zone Text Amendment No. 11-04.

VIII. EXHIBITS

A. Draft Planning Commission Resolution No. 2708, including Draft Council
Ordinance
B. Ordinance with Zone Text in Strikethrough/Underline Format
C. Commercial and Industrial setback comparison table

Prepared by: Masa Alkire, AICP, Principal Planner

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

Greg Carpenter, Director
Department of Planning & Building Safety
RESOLUTION NO. 2708

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE EI SEGUNDO MUNICIPAL CODE ("ESMC") §15-2-7 REGULATING OPEN SPACE AREAS AND ENCROACHMENTS.

(EA NO. 944 and ZTA NO. 11-04)

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

SECTION 1: The Planning Commission finds and declares that:

A. On October 4, 2011, the City Council directed staff to prepare an amendment to the El Segundo Municipal Code ("ESMC") to allow mechanical equipment and other accessory structures to encroach into interior (side and rear) yards in non-residential zoning districts;

B. On October 5, 2011, the City of El Segundo initiated an application for Environmental Assessment No. EA-944 and Zone Text Amendment No. 11-04 to amend the ESMC regulating open space areas and encroachments;

C. The application was prepared and reviewed by the City’s Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the ESMC;

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

E. The Planning and Building Safety Department completed its review and scheduled the public hearing regarding the application before the Planning Commission for November 10, 2011;

F. On November 10, 2011, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed amendment, including, without limitation, information provided to the Planning Commission by City staff and public testimony; and

G. This Resolution and its findings are made based upon the evidence presented to the Commission at its November 10, 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 proposed ordinance to amend ESMC §15-2-7 regulating open space areas and encroachments includes, without limitation, as follows:

A. It establishes a building setback exception into interior (side and rear) yards for mechanical equipment and other accessory structures on properties within non-residential zoning districts.

B. It clarifies the applicability of setback exceptions to residential and non-residentially zoned property.

C. It clarifies the regulations regarding encroachments into required setback areas for stairways that access porches, platforms and landings; guardrails for ramps and stairs; and architectural landscape features.

SECTION 3: Environmental Assessment. Because of the facts set forth in Section 2, the proposed zone text amendment is exempt from further review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”) because it consists only of minor revisions to an existing zoning code and will not have the effect of deleting or substantially changing any required regulatory standards or findings. The proposed Ordinance is an action that does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §15305 as a minor alteration in land use limitation which does not result in any changes in land use or density. In addition, any environmental impacts associated with this ordinance are adequately addressed in the General Plan FEIR. Accordingly, this ordinance is consistent with the General Plan FEIR and is exempt from further environmental review requirements under CEQA. Furthermore, this ordinance constitutes a component of the ESMC which the Planning Commission determined to be consistent with the FEIR for the City of El Segundo General Plan adopted on December 1, 1992. Consequently, no further environmental review is required pursuant to 14 California Code of Regulations § 15168(c)(2).

SECTION 4: General Plan Findings. As required under Government Code § 65860 the ESMC amendments proposed by the Ordinance are consistent with the El Segundo General Plan as follows:

A. The proposed zone text amendment conforms with the Land Use Element Goals, Objectives and Policies. Specifically, the zone text amendment is consistent with Land Use Element Goal LU5 and Objectives LU5-1, LU5-2 and LU5-3 in that the amendment will help retain and attract clean and safe commercial and industrial uses and will facilitate the rehabilitation of currently substandard properties by allowing industrial and commercial property owners to efficiently use their properties when siting mechanical equipment and accessory structures.
B. The proposed zone text amendment is also consistent with Land Use Element Policies LU4-1.3 and LU5-2.2 in that the amendment maintains an adequate buffer between commercial development and any residentially zoned property and all outdoor storage must be properly screened by masonry walls and landscaping.

C. The proposed zone text amendment is consistent with Circulation Element Goals, Objectives and Policies. Specifically, it is consistent with Circulation Element Policies C1-1.15 and C1-1.16 in that the amendment requires street facing setback areas to be free of mechanical equipment and this will accommodate any potential future street widening or other circulation system improvements.

D. The proposed zone text amendment is consistent with the Noise Element Goals, Objectives, and Policies. Specifically, it is consistent with Noise Element Policy N1.2-1 as any mechanical equipment located in a setback area is required to meet the noise and vibration standards in ESMC Chapter 7-2 entitled Noise and Vibration.

E. The proposed zone text amendment is consistent with the Conservation Element Goals, Objectives and Policies. Specifically, it is consistent with Conservation Element Policy CN5-1 in that prohibiting mechanical equipment in setbacks in street facing and residentially adjacent setback areas will help to preserve the character and quality of existing neighborhood and civic landscapes.

SECTION 5: Zone Text Amendment Findings. In accordance with ESMC § 15-26-4 and based on the findings set forth in Section 2, the proposed Zone Text Amendment is consistent with the goals, policies, and objectives of the General Plan as follows:

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

B. It is necessary to facilitate the development process and ensure the orderly development of mechanical equipment and non-occupied accessory structures on non-residential properties that is compatible with surrounding properties and the public right-of-way.

SECTION 6: Recommendations. The Planning Commission recommends that the City Council adopt the ordinance set forth in attached Exhibit “A,” which is incorporated into this ordinance by reference.

SECTION 7: Reliance On Record. Each and every one of the findings and determination 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 10th day of November, 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
ORDINANCE NO. ____

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE §15-2-7 REGULATING OPEN SPACE AREAS AND ENCROACHMENTS.

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

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

A. On October 4, 2011, the City Council directed staff to prepare an amendment to the El Segundo Municipal Code ("ESMC") to allow mechanical equipment and other accessory structures to encroach into interior (side and rear) yards in non-residential zoning districts;

B. On October 5, 2011, the City of El Segundo initiated an application for Environmental Assessment No. EA-944 and Zone Text Amendment No. 11-04 to amend the ESMC regulating open space areas and encroachments;

C. The application was prepared and reviewed by the City's Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the ESMC;

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

E. The Planning and Building Safety Department completed its review and scheduled the public hearing regarding the application before the Planning Commission for November 10, 2011;

F. On November 10, 2011, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed amendment, including, without limitation, information provided to the Planning Commission by City staff and public testimony;

G. On November 10, 2011, the Planning Commission adopted Resolution No. 2708 recommending City Council approve Environmental Assessment No. EA-944 and Zone Text Amendment No. 11-04;

H. On December 6, 2011, the City Council held a public hearing and considered the information provided by City staff and public testimony.
regarding this Ordinance;

I. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its December 6, 2011 hearing and the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Findings. The City Council incorporates by reference all of the findings and conclusions set forth in Planning Commission Resolution No. 2708 as if fully set forth including, without limitation, the Environmental Assessment set forth in Section 3 of Resolution No. 2708.

SECTION 3: ESMC §15-2-7, captioned “Open Space Areas And Encroachments,” is amended in its entirety as follows:

“15-2-7 OPEN SPACE AREAS AND ENCROACHMENTS: The following open space and encroachment provisions are required for the indicated zones.

A. All Zones. Architectural landscape features as defined in § 15-1-6 of this Code are not considered structures for setback purposes. In all zones, every required yard must be open and unobstructed from the ground up, except the following intrusions may project two feet (2’) into required yards, provided the required yard cannot be reduced to less than three feet (3’) in width:

1. Bay windows, on the first floor in any setback and on the second floor only in the front yard setback, not wider than eight feet (8’) measured in the general direction of the wall of which it is a part;

2. Cornices, belt courses, sills, eaves or similar architectural building features as defined in § 15-1-6 of this Code. Eaves may project six inches (6") into any nonconforming side or rear yard which is three feet (3’) in width. Shutters, corbels, and dentils may project six inches (6"). Columns may project one foot (1’);

3. Fireplace structures not wider than eight feet (8’) measured in the general direction of the wall of which it is a part;

4. Greenhouse windows;

5. Guardrails for safety protection around ramps and stairs;

6. Planting boxes or masonry planters not exceeding forty two inches (42") in height; and

7. Uncovered porches, platforms and landings which do not extend
above the floor level of the first floor. In addition, stairs leading to porches and platforms may encroach further into a required setback but must maintain at least a three foot (3') distance to a property line.

B. Residential Zones. In residential zoning districts:

1. A porte cochere (open carport) may be placed over a driveway in the front twenty feet (20') of one side yard setback, outside of the front yard setback, or attached to the front twenty feet (20') of one dwelling unit closest to the front lot line, provided the structure is not more than one story in height; is unenclosed on three (3) sides; and is entirely open except for the necessary supporting columns and architectural features.

2. Mechanical equipment, such as pool heaters, water heaters, and air conditioners not wider than eight feet (8') measured in the general direction of the wall of which it is a part, and adequately soundproofed, may project two feet (2') into required side and rear yards, provided the required yard cannot be reduced to less than three feet (3').

C. Non-residential Zoning. In non-residential zoning districts, mechanical equipment and accessory structures that do not contain occupied space, as defined by the California Building Code adopted by this Code, or that do not contain net floor area, as defined in § 15-1-6 of this Code, may be located within a required interior side or rear setback area.

1. Mechanical equipment includes, without limitation, emergency generators; air conditioning and heating units; transformers; and other equipment that is accessory to the principal permitted use. Mechanical equipment does not include electrical sub-stations.

2. Accessory structures include, without limitation, trash and recycling enclosures; and structures that exclusively house building operating equipment that is accessory to the principal permitted use.

D. Non-residential Zoning; Conditions. For non-residential zoning districts, the mechanical equipment and non-occupied accessory structures within a required setback are subject to the following conditions:

1. The mechanical equipment or accessory structure is not higher than 18 feet.

2. The mechanical equipment or accessory structure is not longer than 60 feet parallel to the property line to which it is situated or no
longer than 35% of the length of the property line to which it is situated, whichever is less.

3. The mechanical equipment or accessory structure cannot be located within a required interior side or rear setback area if the interior side or rear property line abuts a residentially zoned property.

4. The mechanical equipment or accessory structure cannot be located within a required interior side or rear setback area if the interior side or rear property line abuts a public street.

5. Operating the mechanical equipment cannot exceed the noise standards for Commercial and Industrial Property as identified in this Code.

6. The mechanical equipment or accessory structure must be set back from any interior side or rear property line to meet all access, safety, and screening requirements as specified in Titles 13 and 15 of this Code."

SECTION 4: CONSTRUCTION. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: ENFORCEABILITY. Repeal of any provision of the El Segundo Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 6: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this Ordinance will be rendered void and cause such previous ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

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

SECTION 8: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original
ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

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

PASSED AND ADOPTED this ___ day of __________, 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 Ordinance No. ___ was duly introduced by said City Council at a regular meeting held on the ___ day of __________, 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

By: ________________________________
Karl H. Berger, Assistant City Attorney
EXHIBIT B
Draft Ordinance in Strike-through / Underline Version

ORDINANCE NO. ___

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE
§15-2-7 REGULATING OPEN SPACE AREAS AND
ENCroachMENTS.

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

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

A. On October 4, 2011, the City Council directed staff to prepare an
amendment to the El Segundo Municipal Code ("ESMC") to allow
mechanical equipment and other accessory structures to encroach into
interior (side and rear) yards in non-residential zoning districts;

B. On October 5, 2011, the City of El Segundo initiated an application for
Environmental Assessment No. EA-944 and Zone Text Amendment No.
11-04 to amend the ESMC regulating open space areas and
encroachments;

C. The application was prepared and reviewed by the City’s Planning and
Building Safety Department for, in part, consistency with the General Plan
and conformity with the ESMC;

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

E. The Planning and Building Safety Department completed its review and
scheduled the public hearing regarding the application before the Planning
Commission for November 10, 2011;

F. On November 10, 2011, the Planning Commission held a public hearing to
receive public testimony and other evidence regarding the proposed
amendment, including, without limitation, information provided to the
Planning Commission by City staff and public testimony;
G. On November 10, 2011, the Planning Commission adopted Resolution No. 2708 recommending City Council approve Environmental Assessment No. EA-944 and Zone Text Amendment No. 11-04;

H. On December 6, 2011, the City Council held a public hearing and considered the information provided by City staff and public testimony regarding this Ordinance;

I. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, testimony and evidence presented to the City Council at its December 6, 2011 hearing and the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Findings. The City Council incorporates by reference all of the findings and conclusions set forth in Planning Commission Resolution No. 2708 as if fully set forth including, without limitation, the Environmental Assessment set forth in Section 3 of Resolution No. 2708.

SECTION 3: ESMC §15-2-7 captioned "OPEN SPACE AREAS AND ENCROACHMENTS" is amended in its entirety as follows:

"OPEN SPACE AREAS AND ENCROACHMENTS: The following open space and encroachment provisions are required for the indicated zones. A porte cochere (open carport) may be placed over a driveway in the front twenty feet (20') of one side-yard setback, outside of the front yard setback, or attached to the front twenty feet (20') of one dwelling unit closest to the front lot line, provided the structure is not more than one story in height, in unenclosed on three (3) sides, and is entirely open except for the necessary supporting columns and architectural features.

A. Every All Zones. Architectural landscape features as defined in § 15-1-6 of this Code are not considered structures for setback purposes. In all zones, every required yard must be open and unobstructed from the ground up, except the following intrusions may project two feet (2') into required yards, provided the required yard cannot be reduced to less than three feet (3') in width:

1. Bay windows, on the first floor in any setback and on the second floor only in the front yard setback, not wider than eight feet (8') measured in the general direction of the wall of which it is a part; and

2. Cornices, belt courses, sills, eaves or similar architectural building features as defined in § 15-1-6 of this Code. Eaves may project six inches (6") into any nonconforming side or rear yard which is three feet (3') in width. Shutters, corbels, and
dentils may project six inches (6""). Columns may project one foot (1');

3. Fireplace structures not wider than eight feet (8') measured in the general direction of the wall of which it is a part;

4. Greenhouse windows:

5. Guardrails for safety protection around ramps and stairs;

6. Planting boxes or masonry planters not exceeding forty two inches (42") in height;

7. Uncovered porches, and platforms and landings which do not extend above the floor level of the first floor. In addition, stairs leading to porches and platforms may encroach further into a required setback but must maintain at least a three foot (3') distance to a property line.

B. Residential Zones. In residential zoning districts:

1. A porte cochere (open carport) may be placed over a driveway in the front twenty feet (20') of one side yard setback, outside of the front yard setback, or attached to the front twenty feet (20') of one dwelling unit closest to the front lot line, provided the structure is not more than one story in height, in unenclosed on three (3) sides, and is entirely open except for the necessary supporting columns and architectural features.

2. Mechanical equipment, such as pool heaters, water heaters, and air conditioners not wider than eight feet (8') measured in the general direction of the wall of which it is a part, and adequately soundproofed, may project two feet (2') into required side and rear yards, provided the required yard cannot be reduced to less than tree feet (3').

C. Non-Residential Zoning. In non-residential zoning districts, mechanical equipment and accessory structures that do not contain occupied space, as defined by the California Building Code adopted by this Code, or that do not contain net floor area, as defined in § 15-1-6 of this Code, may be located within a required interior side or rear setback area.

1. Mechanical equipment includes, without limitation, emergency
generators; air conditioning and heating units; transformers; and other equipment that is accessory to the principal permitted use. Mechanical equipment does not include electrical sub-stations.

2. Accessory structures include, without limitation, trash and recycling enclosures; and structures that exclusively house building operating equipment that is accessory to the principal permitted use.

D. Non-residential Zoning: Conditions. For non-residential zoning districts, the mechanical equipment and non-occupied accessory structures within a required setback are subject to the following conditions:

1. The mechanical equipment or accessory structure is not higher than 18 feet.

2. The mechanical equipment or accessory structure is not longer than 60 feet parallel to the property line to which it is situated or no longer than 35% of the length of the property line to which it is situated, whichever is less.

3. The mechanical equipment or accessory structure cannot be located within a required interior side or rear setback area if the interior side or rear property line abuts a residentially zoned property.

4. The mechanical equipment or accessory structure cannot be located within a required interior side or rear setback area if the interior side or rear property line abuts a public street.

5. Operating the mechanical equipment cannot exceed the noise standards for Commercial and Industrial Property as identified in this Code.

6. The mechanical equipment or accessory structure must be setback from any interior side or rear property line to meet all access, safety, and screening requirements as specified in Titles 13 and 15 of this Code.”

SECTION 4: CONSTRUCTION. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.
SECTION 5: ENFORCEABILITY. Repeal of any provision of the El Segundo Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 6: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this Ordinance will be rendered void and cause such previous ESMC provision or other the city ordinance to remain in full force and effect for all purposes.

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

SECTION 8: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.
SECTION 9: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ___ day of ________, 2011.

Eric Busch, Mayor

ATTEST:

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ___ was duly introduced by said City Council at a regular meeting held on the ___ day of _______, 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

By: ____________________________
Karl H. Berger, Assistant City Attorney
<table>
<thead>
<tr>
<th>Setback Standard</th>
<th>El Segundo</th>
<th>Carson</th>
<th>Culver City</th>
<th>Long Beach</th>
<th>Los Angeles</th>
<th>Manhattan Beach</th>
<th>Redondo Beach</th>
<th>Torrance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Front</strong></td>
<td>None (C-RS)</td>
<td>15 ft. (C-2)</td>
<td>25 ft. (C-3, CO, C-4)</td>
<td>30 ft. (MUN, MUS)</td>
<td>Required, based on situation.</td>
<td>None, 10 ft. or more abutting residential.</td>
<td>None to 15 ft.</td>
<td>10 ft. (CR, C1, C1.5)</td>
</tr>
<tr>
<td><strong>Side</strong></td>
<td>None, 10 ft. + abutting another zone (C-RS, C-2). 15-25 ft., 25-30 ft. street facing, 10 ft.+ next to different zone, (C-3, CO, MUN, MUS). 25 ft. abutting residential (CO). None, street facing 25 ft., 10 ft.+ abutting different zone. (C-4)</td>
<td>None except for buildings greater than 30 ft. tall. 5 to 10 ft. abutting residential.</td>
<td>None, 10 ft. or more abutting residential.</td>
<td>5 ft.</td>
<td>None, 10 ft. for street facing, 10 ft. if abutting residential.</td>
<td>None, 5 to 10 ft. abutting residential (CR, C1, C1.5)</td>
<td>None (C2, C3, C5, CM)</td>
<td>None, 15 ft. street facing or 20 ft. abutting residential.</td>
</tr>
<tr>
<td><strong>Rear</strong></td>
<td>None, 10 ft. + next to different zone (C-RS). 10 ft., 15 ft. street or alley facing, 10 ft. + abutting different zone (C-2). 15 ft., 25 ft. street or alley facing, 10 ft. + abutting different zone (C-3, C-4). 10 ft., 25 ft. street or alley facing, 10 ft. + abutting different zone, 100 ft. abutting residential (CO). 5 ft., 30 ft. street or alley facing (MUN, MUS).</td>
<td>5 to 10 ft. plus additional setback for buildings greater than 30 ft tall.</td>
<td>None, 10 ft. or more abutting residential.</td>
<td>5 ft., 10 ft.</td>
<td>None, 20 ft. if abutting residential.</td>
<td>0 to 15 ft. plus additional setback for taller buildings (CR, C1, C1.5). None (C2, C4, C5, CM).</td>
<td>None, 15 ft. abutting residential.</td>
<td>None, 20 ft. abutting residential.</td>
</tr>
</tbody>
</table>

**Rear**

| Front | 25 ft. (M1, M2). | 25 ft. plus additional setback for buildings greater than 50 ft. tall. | 5 ft., 12 ft. or more abutting residential. | 6 to 10 ft. | 5 to 15 ft. (MR1, MR2) | None (M1, M2) | 25 ft. | 10 ft. | None |
| Side | 15 ft., street facing 25 ft. | None. 10 ft. if street facing, 5 to 10 ft. abutting residential, additional setback for buildings 50 ft. +. | None, 12 ft. or more abutting residential. | None, 6 to 10 ft. for street facing, 20 ft. abutting residential. | None | 15 ft. | None, 10 ft. if street facing, 25 ft. abutting residential. | None, Specific Plans require 25 ft. from residential. |
| Rear | 10 ft., street or alley facing 25 ft. | None. 5 to 10 ft. abutting residential. Additional setback for buildings 50 ft. +. | None, 12 ft. or more abutting residential. | None, 20 ft. abutting residential. | None | 15 ft. | None, 25 ft. abutting residential. | None, Specific Plans require 25 ft. from residential. |
AGENDA DESCRIPTION:
Consideration and possible action to announce the appointment to the Investment Advisory Committee and the Community Cable Advisory Committee.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Announce the appointees to the Investment Advisory Committee and the Community Cable Advisory Committee, if any;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

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

ORIGINATED BY: Mishia Jennings, Executive Assistant
REVIEWED BY: 
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:

<table>
<thead>
<tr>
<th>Committee/Commission and Board</th>
<th># of Openings</th>
<th>Appointee(s)</th>
<th>Term Expire(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment Advisory Committee</td>
<td>1</td>
<td></td>
<td>08/30/2015</td>
</tr>
<tr>
<td>Community Cable Advisory Comm.</td>
<td>1</td>
<td></td>
<td>10/31/2015</td>
</tr>
<tr>
<td>CODE</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>--------------------------------------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>001</td>
<td>GENERAL FUND</td>
<td>675,638.15</td>
<td></td>
</tr>
<tr>
<td>104</td>
<td>TRAFFIC SAFETY FUND</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>106</td>
<td>STATE GAS TAX FUND</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>108</td>
<td>ASSOCIATED RECREATION ACTIVITIES FUND</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>109</td>
<td>ASSET FORFEITURE FUND</td>
<td>7,928.91</td>
<td></td>
</tr>
<tr>
<td>111</td>
<td>COMM. DEV. BLOCK GRANT</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>112</td>
<td>PROP &quot;A&quot; TRANSPORTATION</td>
<td>12,055.30</td>
<td></td>
</tr>
<tr>
<td>114</td>
<td>PROP &quot;C&quot; TRANSPORTATION</td>
<td>2.02</td>
<td></td>
</tr>
<tr>
<td>115</td>
<td>AIR QUALITY INVESTMENT PROGRAM</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>116</td>
<td>HOME SOUND INSTALLATION FUND</td>
<td>5,309.36</td>
<td></td>
</tr>
<tr>
<td>117</td>
<td>HYPERSON MITIGATION FUND</td>
<td>387.72</td>
<td></td>
</tr>
<tr>
<td>118</td>
<td>TDA ARTICLE 3 - SB 821 BIKEWAY FUND</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>119</td>
<td>MTA GRANT</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>121</td>
<td>FENIA</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>122</td>
<td>C.O.P.S. FUND</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>128</td>
<td>L.A.W.A. FUND</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>502</td>
<td>ASSESSMENT DISTRICT #3</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>503</td>
<td>CAPITAL IMPROVEMENT FUND</td>
<td>599.57</td>
<td></td>
</tr>
<tr>
<td>502</td>
<td>INFRASTRUCTURE REPLACEMENT FUND</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>405</td>
<td>FACILITIES MAINTENANCE</td>
<td>7,095.00</td>
<td></td>
</tr>
<tr>
<td>501</td>
<td>WATER UTILITY FUND</td>
<td>13,370.99</td>
<td></td>
</tr>
<tr>
<td>502</td>
<td>WASTEWATER FUND</td>
<td>157,860.45</td>
<td></td>
</tr>
<tr>
<td>503</td>
<td>GOLF COURSE FUND</td>
<td>0,000.00</td>
<td></td>
</tr>
<tr>
<td>601</td>
<td>EQUIPMENT REPLACEMENT</td>
<td>2,366.00</td>
<td></td>
</tr>
<tr>
<td>602</td>
<td>LIABILITY INSURANCE</td>
<td>5,687.08</td>
<td></td>
</tr>
<tr>
<td>603</td>
<td>WORKERS COMP. RESERVE/INSURANCE</td>
<td>3,247.56</td>
<td></td>
</tr>
<tr>
<td>701</td>
<td>RETIRED EMP. INSURANCE</td>
<td>876.45</td>
<td></td>
</tr>
<tr>
<td>702</td>
<td>EXPENDABLE TRUST FUND - DEVELOPER FEES</td>
<td>5,342.87</td>
<td></td>
</tr>
<tr>
<td>703</td>
<td>EXPENDABLE TRUST FUND - OTHER</td>
<td>24,552.28</td>
<td></td>
</tr>
<tr>
<td>705</td>
<td>OUTSIDE SERVICES TRUST</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL WARRANTS: 932,873.61**

---

**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 Demand and the availability of fund for payment thereof.

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

**CODES:**

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

For Reconciliation:

- **A**: Payroll and Employee Benefit checks

- **B - F**: Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expense reimbursements, various refunds, contract employee services consistent with current contractual agreements, instances where prompt payment discounts can be 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: 11/29/11**

**DATE: 12/29/11**

---

**VOID CHECKS DUE TO ALIGNMENT**: N/A

**VOID CHECKS DUE TO INCORRECT CHECK DATE**: N/A

**VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR**: N/A

**NOTES**: N/A
## CITY OF EL SEGUNDO
### PAYMENTS BY WIRE TRANSFER
#### 11/04/11 THROUGH 11/23/11

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/6/2011</td>
<td>Cal Pers</td>
<td>(15,611.92)</td>
<td>correct prior memo EFT Retirement Misc</td>
</tr>
<tr>
<td>11/8/2011</td>
<td>Cal Pers</td>
<td>446,971.98</td>
<td>EFT Health</td>
</tr>
<tr>
<td>11/9/2011</td>
<td>Health Comp</td>
<td>1,758.74</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>11/9/2011</td>
<td>IRS</td>
<td>221,528.27</td>
<td>Federal Taxes</td>
</tr>
<tr>
<td>11/10/2011</td>
<td>State of CA EFT</td>
<td>1,047.21</td>
<td>EFT Child support payment</td>
</tr>
<tr>
<td>11/10/2011</td>
<td>UB</td>
<td>7,440.34</td>
<td>PARS payment</td>
</tr>
<tr>
<td>11/10/2011</td>
<td>Manufacturers &amp; Traders</td>
<td>192.31</td>
<td>IRA payment Vantagepoint</td>
</tr>
<tr>
<td>11/10/2011</td>
<td>Manufacturers &amp; Traders</td>
<td>19,981.25</td>
<td>457 payment Vantagepoint</td>
</tr>
<tr>
<td>11/10/2011</td>
<td>Nationwide EFT</td>
<td>50,681.88</td>
<td>EFT 457 payment</td>
</tr>
<tr>
<td>11/10/2011</td>
<td>West Basin</td>
<td>1,529,913.05</td>
<td>H2O payment</td>
</tr>
<tr>
<td>11/16/2011</td>
<td>Health Comp</td>
<td>878.76</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>11/17/2011</td>
<td>Lane Donovan Golf Ptr</td>
<td>19,261.27</td>
<td>Payroll Transfer</td>
</tr>
<tr>
<td>11/21/2011</td>
<td>Cal Pers</td>
<td>300.00</td>
<td>EFT Valuation-CY</td>
</tr>
<tr>
<td>11/21/2011</td>
<td>IRS</td>
<td>232,357.68</td>
<td>Federal Taxes</td>
</tr>
<tr>
<td>11/21/2011</td>
<td>Employment Development</td>
<td>55,966.02</td>
<td>State Taxes</td>
</tr>
<tr>
<td>11/21/2011</td>
<td>Employment Development</td>
<td>4,414.64</td>
<td>State Taxes</td>
</tr>
<tr>
<td>11/21/2011</td>
<td>State of CA EFT</td>
<td>1,047.21</td>
<td>EFT Child support payment</td>
</tr>
<tr>
<td>11/21/2011</td>
<td>Manufacturers &amp; Traders</td>
<td>192.31</td>
<td>IRA payment Vantagepoint</td>
</tr>
<tr>
<td>11/21/2011</td>
<td>UB</td>
<td>7,440.34</td>
<td>PARS payment</td>
</tr>
<tr>
<td>11/21/2011</td>
<td>Manufacturers &amp; Traders</td>
<td>20,526.08</td>
<td>457 payment Vantagepoint</td>
</tr>
<tr>
<td>11/21/2011</td>
<td>Nationwide EFT</td>
<td>45,723.81</td>
<td>EFT 457 payment</td>
</tr>
<tr>
<td>11/30/2011</td>
<td>Cal Pers</td>
<td></td>
<td>EFT Retirement Misc</td>
</tr>
<tr>
<td>11/30/2011</td>
<td>Lane Donovan Golf Ptr</td>
<td></td>
<td>Payroll Transfer</td>
</tr>
<tr>
<td></td>
<td>Health Comp</td>
<td></td>
<td>Weekly claims</td>
</tr>
<tr>
<td>11/4-11/23/11</td>
<td>Workers Comp Activity</td>
<td>26,192.04</td>
<td>SCRMA checks issued</td>
</tr>
</tbody>
</table>

**DATE OF RATIFICATION: 12/06/11**
**TOTAL PAYMENTS BY WIRE:**

2,768,975.56

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer  
Date  
Director of Finance  
Date  
City Manager  
Date  

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, NOVEMBER 15, 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.

SPECIAL ORDER OF BUSINESS:

Mayor Busch announced that Council would be meeting in closed session pursuant to the items listed on the agenda.

CLOSED SESSION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -1- matter.

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- matter.

Wyle Claim

Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.
DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): - 2- matters.

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): -1- matter.

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

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, NOVEMBER 15, 2011 - 7:00 P.M.

7:00 P.M. SESSION

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

INVOCATION – Pastor West Harding, El Segundo Foursquare Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Bill Fisher

PRESENTATIONS

(a) Council Member Brann presented a Proclamation to Fire Chief Kevin Smith proclaiming November 21, 2011 through December 15, 2011 as the Spark of Love Toy Drive.

(b) Mayor Busch presented Commendations commending Brayden Turnbull and Brandon Vlahos for their courageous actions and selfless efforts in saving their friend’s life.

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.

Carol Wingate, resident and Senior Housing Board Member, spoke regarding Item No. 8, the Request for Proposal to identify a property management company to manage the Park Vista Senior Apartments. She stated the Board felt that there was no need to go out for a Request for Proposal.
Paula Rotolo, resident and Senior Housing Board Member, spoke regarding Item No. 8, the Request for Proposal to identify a property management company to manage the Park Vista Senior Apartments. She stated the Board felt that there was no need to go out for a Request for Proposal.

John Nisley, resident and Senior Housing Board Member, spoke against going out for a Request for Proposal.

Laura Freeman, resident and Senior Housing Board Member, spoke in favor of going out for a Request for Proposal.

Marc Rener, resident, spoke regarding missing attachments to the Fire Memorandum of Understanding and his request for public documents.

Mike Robbins, resident, spoke regarding the lack of time given to review union contracts before being placed on the agenda.

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 to conduct a Public Hearing and adopt a resolution vacating an existing water easement at 620 West Imperial Avenue. (Fiscal Impact: None)

Mayor Busch stated this was the time and place to conduct a Public Hearing and adopt a resolution vacating an existing water easement at 620 West Imperial Avenue.

Deputy Clerk Domann stated that proper notice of the Hearing had been done and no communications had been received in the City Clerk’s Office.

Stephanie Katsouleas, Public Works Director, gave a report.

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

Mark Hensley, City Attorney, read by title only:
RESOLUTION NO. 4762

A RESOLUTION ADOPTED BY THE CITY COUNCIL FOR THE CITY OF EL SEGUNDO TO VACATE WATER EASEMENTS WITHIN LOT 2 IN BLOCK 13 OF TRACT NO. 1685.

MOTION by Council Member Jacobson, SECONDED by Council Member Brann to adopt Resolution No. 4762 to vacate water easements within Lot 2 in Block 13 of Tract No. 1685. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

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 2584817 to 2585035 on Register No. 3 in the total amount of $489,725.70 and Wire Transfers from 10/21/11 through 11/3/11 in the total amount of $477,353.34. 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 November 1, 2011.

4. Approved a revised Class Specification for the position of Pool Maintenance Technician. (Fiscal Impact: None)

5. PULLED FOR DISCUSSION BY COUNCIL MEMBER FUENTES

6. POSTPONED UNTIL SPECIAL MEETING ON NOVEMBER 17, 2011 AT 5:30 P.M.

7. POSTPONED UNTIL SPECIAL MEETING ON NOVEMBER 17, 2011 AT 5:30 P.M.

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Fisher to approve Consent Agenda Items 2, 3, and 4. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA
5. Consideration and possible action to approve Amendment No. 1 to the City Manager's, Doug Willmore, Contract No. 4134. (Fiscal Impact: None – proposed changes do not increase the City Manager's salary or benefits.)

MOTION by Council Member Fuentes, SECONDED by Council Member Jacobson to approve Amendment No. 1 to the City Manager's, Doug Willmore, Contract No. 4134. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

8. Consideration and possible action to direct staff to initiate a Request for Proposal process to identify a property management company to manage The Park Vista Senior Apartments, 615 East Holly Avenue. (Fiscal Impact: $148,000 – No General Fund)

Bob Cummings, Recreation and Parks Director, gave a report.

Item did not pass due to a lack of a motion.

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 Chevron 100th Birthday Celebration and the speed enforcement meeting held by the Police Department for the problem on Mariposa/Kansas. Also talked about the El Camino redistricting and the importance of volunteer Hamm Radio Operators. Also wished everyone a Happy Thanksgiving.

Council Member Brann – Spoke regarding the United States Post Office on Main and the parking problem at the drop box location out front.

Council Member Jacobson – Spoke on the Chevron 100th Anniversary celebration and Refinery tour. Spoke regarding moving the Main Street Post Office to the Annex Post Office on Mariposa Avenue. Noted that the Main Street Office will remain open indefinitely.

Mayor Pro Tem Fisher – Wished everyone a Happy Thanksgiving.

Mayor Busch – Requested the Fire employees drivers license issue be clarified by the Fire Chief. Spoke on recent ribbon cuttings and ground breakings. Also spoke on the Chevron 100th Year Celebration.

MINUTES OF THE REGULAR CITY COUNCIL MEETING
NOVEMBER 15, 2011
PAGE NO. 6
PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have 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.

Mike Robbins, resident, spoke on the state of the economy. Also spoke regarding the Fire Association Memorandum of Understanding and associated attachments.

Jack Axelrod, resident, thanked Council for their fiscal responsibility and care of the senior residents of the community.

Marc Rener, resident, spoke regarding Fire employee compensation.

MEMORIALS – NONE

ADJOURNMENT at 8:25 p.m.

Cathy Domann, Deputy City Clerk
CALL TO ORDER – Mayor Busch at 5:30 p.m.

ROLL CALL

Mayor Busch - Present
Mayor Pro Tem Fisher - Present
Council Member Brann - Absent
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 before addressing the City Council. Failure to do so is a misdemeanor and punishable by a fine of $250.

None

UNFINISHED BUSINESS

1. Consideration and possible action regarding approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the El Segundo City Employees’ Association. (Fiscal Impact: Estimated Savings Fiscal year 2011/2012 of $363,713)

MOTION by Mayor Pro Tem Fisher, SECONDED by Mayor Busch to adopt Resolution No. 4763 approving the Memorandum of Understanding (Labor Agreement) No 4206 between the City of El Segundo and the El Segundo City Employees’ Association. MOTION PASSED BY THE FOLLOWING VOICE VOTE: AYES: MAYOR BUSCH, MAYOR PRO TEM FISHER, COUNCIL MEMBER JACOBSON; NOES: COUNCIL MEMBER FUENTES. 3/1. COUNCIL MEMBER BRANN ABSENT.

2. Consideration and possible action regarding adoption of a Resolution for CalPERS Employer Paid Member Contributions (EPMC) for City Employees’ Association. (Fiscal Impact: Estimated Savings Fiscal year 2011/2012 of $140,152)

MOTION by Mayor Pro Tem Fisher, SECONDED by Mayor Busch to adopt Resolution No. 4764 for CalPERS Employer Paid Member Contributions for the City Employees’ Association. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. COUNCIL MEMBER BRANN ABSENT.

ADJOURNMENT at 5:35p.m.

Mona Shilling, Clerk Pro Tem
EL SEGUNDO CITY COUNCIL
AGENDA ITEM STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action regarding the El Segundo Senior Housing Corporation 2012 Annual Budget for the Park Vista Apartments located at 615 East Holly Street.
(Fiscal Impact: N/A – No General Fund)

RECOMMENDED COUNCIL ACTION:
1. Approve the 2012 Park Vista Budget; or
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. 2012 Park Vista Budget

FISCAL IMPACT: N/A – No General Fund
Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

PREPARED BY: Alison Fiorini, Recreation Supervisor
REVIEWED BY: Bob Cummings, Director of Recreation and Parks
APPROVED BY: Doug Willmore, City Manager

BACKGROUND & DISCUSSION:
The El Segundo Senior Housing Corporation Board of Directors approved the 2012 Annual Budget for the Park Vista Apartments located at 615 East Holly Street on Wednesday, October 26, 2011. The approved budget includes increased maintenance costs, water fees, and management company fee.
## Park Vista Apartments
### Budget 2012

<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>2011 Budget</th>
<th>2012 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Defeulted Security Deposit</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Garage Rent</td>
<td>17,000.00</td>
<td>17,000.00</td>
</tr>
<tr>
<td>Laundry Income</td>
<td>4,200.00</td>
<td>4,200.00</td>
</tr>
<tr>
<td>Maintenance Charges</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>NSF Fees</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Rent Income</td>
<td>556,160.07</td>
<td>556,160.07</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>577,360.07</td>
<td>577,360.07</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Expense</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative Expenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td>750.00</td>
<td>750.00</td>
</tr>
<tr>
<td>Stenographer</td>
<td>2,400.00</td>
<td>2,400.00</td>
</tr>
<tr>
<td><strong>Total Administrative Expenses</strong></td>
<td>3,150.00</td>
<td>3,150.00</td>
</tr>
</tbody>
</table>

| **Bank Service Charges** | 100.00      | 109.00      |

<table>
<thead>
<tr>
<th><strong>Capital Expenditures</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Awnings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cameras</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elevator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intercom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscape</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rail and Fences</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ventilation</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Capital Expenditures</strong></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

| **Elevator Service**     | 4,251.60    | 4,251.60    |
| Fire Alarm/Prevention    | 5,500.00    | 5,500.00    |
| Insurance                | 11,750.00   | 11,750.00   |
| Interest Expense         | 0.00        | 0.00        |
| Loan Interest            | 0.00        | 0.00        |
| **Total Interest Expense** | 0.00       | 0.00         |

| **Landscape Maintenance** | 11,500.00   | 11,500.00   |
| **Licenses and Permits** | 0.00        | 0.00        |

<table>
<thead>
<tr>
<th><strong>Maintenance</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Repairs</td>
<td>12,000.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>Building Supplies</td>
<td>3,500.00</td>
<td>3,500.00</td>
</tr>
<tr>
<td>Carpet &amp; Vinyl</td>
<td>9,000.00</td>
<td>11,000.00</td>
</tr>
<tr>
<td>Cleaning</td>
<td>3,000.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>Computer Repairs</td>
<td>500.00</td>
<td>500.00</td>
</tr>
<tr>
<td>Equipment Repairs</td>
<td>500.00</td>
<td>500.00</td>
</tr>
<tr>
<td>Gata Repair</td>
<td>1,300.00</td>
<td>1,500.00</td>
</tr>
<tr>
<td>Janitorial Supplies</td>
<td>250.00</td>
<td>250.00</td>
</tr>
<tr>
<td>Painting</td>
<td>500.00</td>
<td>500.00</td>
</tr>
<tr>
<td>Plumbing</td>
<td>12,000.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>Pressure Wash Quarterly</td>
<td>880.00</td>
<td>880.00</td>
</tr>
<tr>
<td>Replacements</td>
<td>13,000.00</td>
<td>13,000.00</td>
</tr>
<tr>
<td>Maintenance - Other</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Maintenance</strong></td>
<td>56,630.00</td>
<td>64,630.00</td>
</tr>
</tbody>
</table>

| **Management Fee**       | 134,688.00  | 148,000.00  |

<table>
<thead>
<tr>
<th><strong>Payroll Expenses</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Benefits</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Employer Payroll Taxes</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Janitorial Pay</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Maintenance Pay</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>On-Site Manager Pay</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Worker’s Comp Insurance</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Payroll Expenses</strong></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

| **Pest Control**         | 800.00      | 800.00      |
| **Postage and Delivery** | 75.00       | 75.00       |
### Park Vista Apartments
### Budget 2012

<table>
<thead>
<tr>
<th>Category</th>
<th>2011 Budget</th>
<th>2012 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Printing and Reproduction</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td>750.00</td>
<td>750.00</td>
</tr>
<tr>
<td>Architecture</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Reserve Study</td>
<td>640.00</td>
<td>640.00</td>
</tr>
<tr>
<td>Professional Fees - Other</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Professional Fees</strong></td>
<td>1,390.00</td>
<td>1,390.00</td>
</tr>
<tr>
<td><strong>Telephone</strong></td>
<td>5,000.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Travel &amp; Entertainment</td>
<td>300.00</td>
<td>3,750.00</td>
</tr>
<tr>
<td><strong>Total Travel &amp; Ent</strong></td>
<td>300.00</td>
<td>3,750.00</td>
</tr>
<tr>
<td><strong>Utilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uniforms</td>
<td>2,500.00</td>
<td>2,500.00</td>
</tr>
<tr>
<td>Cable</td>
<td>32,000.00</td>
<td>32,000.00</td>
</tr>
<tr>
<td>Gas and Electric</td>
<td>32,000.00</td>
<td>32,000.00</td>
</tr>
<tr>
<td>Water</td>
<td>27,060.00</td>
<td>25,000.00</td>
</tr>
<tr>
<td><strong>Total Utilities</strong></td>
<td>85,060.00</td>
<td>89,000.00</td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td>323,684.60</td>
<td>351,446.60</td>
</tr>
<tr>
<td><strong>Net Ordinary Income</strong></td>
<td>253,675.47</td>
<td>225,913.47</td>
</tr>
<tr>
<td><strong>Other Income/Expense</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Income</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appliance Rebate</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Cable Dividend</td>
<td>350.00</td>
<td>350.00</td>
</tr>
<tr>
<td>Interest Income</td>
<td>2,000.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>Other Income</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Other Income</strong></td>
<td>2,350.00</td>
<td>2,350.00</td>
</tr>
<tr>
<td><strong>Net Other Income</strong></td>
<td>2,350.00</td>
<td>2,350.00</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>256,025.47</td>
<td>228,263.47</td>
</tr>
</tbody>
</table>

*Capital Expenditures are not budgeted, especially since reserves are funded*
AGENDA DESCRIPTION:

Consideration and possible action regarding approval of a second amendment extending the Property Management Agreement between the El Segundo Housing Corporation and the Cadman Group for the management of Park Vista Senior Apartments, 615 E. Holly St. (Fiscal Impact: $148,000 for each of the next 3 years – No General Fund)

RECOMMENDED COUNCIL ACTION:

1. Approve Second Amendment to Property Management Agreement in a form as approved by the City Attorney in the amount not to exceed $148,000 for each of the next 3 years; or
2. Alternatively, discuss and take other action related to these items.

ATTACHED SUPPORTING DOCUMENTS:

1. Property Management Agreement # 3364
2. First Amendment to Property Management Agreement #3364A
3. Second Amendment to Property Management Agreement

FISCAL IMPACT: $148,000 for each of the next 3 years – No General Fund

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

PREPARED BY: Bob Cummings, Director of Recreation and Parks
REVIEWED BY: Bob Cummings, Director of Recreation and Parks
APPROVED BY: Doug Willmore, City Manager

BACKGROUND & DISCUSSION:

At the October 26, 2011 regular Senior Citizen Housing Corporation meeting, the City staff liaison recommended to the Board the option of seeking bids to ensure the residents of Park Vista are receiving the best service possible and the City is receiving the best value possible, and to provide due diligence due to the length of time since the original proposals were accepted. The Board expressed satisfaction with the current management and passed a motion to amend the existing agreement with the Cadman Group for management and operation of the Park Vista Senior Apartments for the next 3 years.

On November 15, 2011, staff recommended to the City Council to initiate a Request for Proposal process. The recommendation did not pass for lack of a motion.

Staff is now requesting to approve a second amendment to the Property Management Agreement between the El Segundo Senior Housing Corporation and Cadman Group that includes an approximate 10% increase in management fees for a total of $148,000 for each of the next 3 years.
PROPERTY MANAGEMENT AGREEMENT
BETWEEN
THE EL SEGUNDO SENIOR CITIZEN HOUSING CORPORATION
AND
NEIL R. CADMAN DBA CADMAN GROUP

This Agreement is entered into this _1st_ day of October, 2004, by and between the EL SEGUNDO SENIOR CITIZEN HOUSING CORPORATION, a California nonprofit public benefit corporation ("OWNER") and NEIL R. CADMAN, an individual dba the Cadman Group ("MANAGER").

Section 1:  APPOINTMENT

1.1  ACCEPTANCE
OWNER contracts with MANAGER to lease and manage the property described in paragraph 1.2 upon the terms and conditions set forth in this Agreement. MANAGER accepts the appointment and agrees to furnish the services of its organization for the leasing, management, repair, maintenance and landscaping of the Premises.

1.2  DESCRIPTION OF PREMISES
The property to be managed by MANAGER under this Agreement (the "Premises") is known as Park Vista, located at 615 E. Holly Ave., El Segundo, CA 90245, consisting of the land, buildings and other improvements described as an elderly housing project for independent living in the State of California.

1.3  ADDITIONAL SCOPE OF SERVICES
Subject to the hierarchy of interpretation set forth in Section 29, the Proposed Services set forth on pages 3-8 of the attached MANAGER's Proposal for Services dated July 13, 2004 are specifically incorporated by reference into this Agreement and constitute part of the scope of services contemplated by this Agreement.

1.4  TERM
The term of this Agreement is for three (3) years from the effective date and including September 30, 2007, subject to the provisions set forth in Section 19 regarding termination.

1.5  PERFORMANCE STANDARDS.
While performing this Agreement, MANAGER will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. OWNER will notify MANAGER of any deficiencies and MANAGER will have fifteen (15) days after such notification to cure any shortcomings to OWNER's satisfaction. Costs associated with curing the deficiencies will be borne by MANAGER.

1.6  MANAGEMENT OFFICE
OWNER must provide adequate space on the Premises for a management office. OWNER must pay all expenses related to maintaining, but not staffing, such office, including, without limitation, furnishings, equipment, postage and office supplies, electricity, utilities and telephone for business usage only.

1.7 APARTMENT FOR ON-SITE STAFF
OWNER must provide a suitable apartment on the Premises for the use of an on-site manager, rent-free, except that resident staff must pay for heat, utilities and telephone in the same manner as other tenants. The on-site manager’s specific apartment may be selected by OWNER.

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

Section 2: BANK ACCOUNTS
The operating account established under this Agreement may be with a bank selected by MANAGER and must at all times be in the name of, and owned by, OWNER, but under MANAGER’S control. MANAGER’S designees are the only parties authorized to draw upon such account. However, MANAGER’S monthly management fee and all other checks in amounts in excess of $1,999.99 must be countersigned by OWNER’S President and/or Chief Financial Officer. No amounts in any accounts established under this Agreement may, in any event, be commingled with any other funds of MANAGER or its other clients.

2.1 OPERATING (AND/OR) RESERVE ACCOUNT(S)
MANAGER will assume responsibility for previously established operating account(s) known as the El Segundo Senior Housing Corporation Operating account, at a local bank to be used for the deposit of receipts collected which deposits are insured by the federal government. Any other depository which may be used in the future will be selected by OWNER. MANAGER will not be held liable in the event of the bankruptcy or failure of any institution selected by OWNER. Funds in the Operating (and/or) Reserve Account(s) remain the property of OWNER subject to disbursement of operating expenses by MANAGER as described in this Agreement. MANAGER must remit to OWNER, or directly deposit to a Reserve Account established by OWNER, the monthly Reserve amount from the rental receipts.

2.1.1 INITIAL DEPOSIT AND CONTINGENCY RESERVE
Immediately upon commencing this Agreement, MANAGER will be authorized to access the Operating Account at a local bank. MANAGER may conduct its own audit of the Operating Account. A contingency reserve account will be maintained by OWNER. Those funds may be used by the officers and/or directors of OWNER for the management and benefit of the Premises.

2.2 SECURITY DEPOSIT ACCOUNT
MANAGER must, if required by law, maintain a separate interest bearing account for tenant security deposits and advance rentals. Such account must be maintained in accordance with applicable state or federal laws. MANAGER must obtain all existing security deposits from OWNER’s former management contractor.
2.3 FIDELITY BOND
MANAGER must cause all personnel who handle or are responsible for the safekeeping of OWNER’s monies to be insured by a fidelity bond in the amount of at least $100,000.00 with a company selected by MANAGER. Such bond will be secured at OWNER’s expense and OWNER and its Board of Directors will be named as an additional insured thereon.

Section 3: COLLECTION OF RENTS AND OTHER RECEIPTS

3.1 MANAGER’S COLLECTION AND BANKING AUTHORITY
MANAGER must collect and receipt for all rents, charges and other amounts receivable on OWNER’s account in connection with the management and operation of the Premises. Such receipts (except tenants' security deposits and advance rentals, which must be handled as specified in paragraphs 2.2 and 2.3; and special charges, which must be handled as specified in paragraph 3.2) must be deposited in the Operating (and/or) Reserve Account(s) maintained for the benefit of the Premises.

3.2 SPECIAL CHARGES
If permitted by applicable law, MANAGER may collect from tenants any or all of the following: an administrative charge for late payment of rent, a charge for returned or non-negotiable checks, credit reports, physicians and medical reports and all other expenses associated with people desiring to qualify to live on the Premises.

Section 4: SECURITY DEPOSITS
MANAGER must collect, deposit, and disburse tenants' security deposits in accordance with the terms of each tenant's lease. MANAGER must pay tenants interest upon such security deposits only if required by law to do so. MANAGER must comply with all applicable state or local laws concerning the responsibility for security deposits and interest.

Section 4 DISBURSEMENTS FROM OPERATING ACCOUNTS

4.1 OPERATING EXPENSES
Subject to the terms set forth in section 2 and as otherwise provided, MANAGER is authorized to pay the daily costs of operating the Premises.

4.2 NET PROCEEDS
To the extent that funds are reasonably available, MANAGER must transmit the cash balance of the Operating Account to OWNER to be deposited in an account designated by OWNER. Such periodic cash balances must be remitted to OWNER’s President and/or Chief Financial Officer at their then current addresses.

Section 5: MANAGER NOT REQUIRED TO ADVANCE FUNDS
In the event that the balance in the operating Account(s) is at any time insufficient to pay disbursements, OWNER must, immediately upon notice, remit to MANAGER, sufficient funds to cover the deficiency. In no event is MANAGER required to use its own funds to pay such disbursements nor is MANAGER required to advance any monies to the OWNER’s Security Deposit or the Operating Account(s).
Section 6:  FINANCIAL AND OTHER REPORTS

6.1 MONTHLY FINANCIAL REPORT
Seven (7) calendar days before each monthly board meeting MANAGER must furnish the members of OWNER’s board of directors with a monthly financial statement of delinquent accounts, cash receipts and disbursements from the operation of the Premises during the previous month. In addition, seven (7) calendar days before each monthly board meeting, MANAGER must, on a mutually acceptable schedule, prepare and submit to OWNER such other reports as may be required by OWNER.

6.2 OWNER’S RIGHT TO AUDIT
OWNER has the right to conduct periodic audits of all applicable accounts managed by MANAGER. The cost of such audit will be borne by OWNER unless a discrepancy is found between the actual amount of monies owed to OWNER and the amount reported by MANAGER in its financial reports filed with OWNER. If such discrepancy amounts to more than five percent (5%) in underreported rents, or other monies, MANAGER will pay all costs of such an audit. MANAGER will remit to OWNER the amount of such underreported monies.

6.3 ANNUAL BUDGET
OWNER’s Annual Operating Budget will be prepared by MANAGER with OWNER’s Chief Financial Officer to be submitted to the OWNER Board of Directors before October 15, of each year for approval. OWNER must promptly inform MANAGER of any changes in the draft Budget proposal. MANAGER must keep OWNER informed of any real or anticipated deviations from the receipts or disbursements as set forth in the previous years approved budget.

6.4 PREPARATION COSTS
The preparation cost of all reports, bookkeeping, clerical and other management overhead, including without limitation, costs of office supplies (excluding on-site office supplies) equipment, data processing services, postage (excluding postage for checks to creditors), transportation for managerial personnel and telephone services, will be paid by MANAGER from its management fees and is not an OWNER expense.

Section 7:  ADVERTISING
With OWNER's prior approval, MANAGER may be authorized to advertise the Premises or portions for rent, using periodicals, signs, plans, brochures, or displays, or such other means as MANAGER may deem proper and advisable, provided such advertising and such signs comply with applicable laws. The cost of such advertising may be paid out of OWNER's Operating Account. All advertising must clearly state that MANAGER is the manager and not the Owner of the Premises. Newspaper ads cannot share space with other properties managed by MANAGER.

Section 8:  LEASING AND RENTING

8.1 MANAGER’S AUTHORITY TO LEASE PREMISES
MANAGER must use all reasonable efforts to keep the Premises rented by procuring tenants for the Premises according to the rules and regulations established by OWNER. MANAGER is otherwise authorized to prepare and execute all leases on behalf of OWNER, including renewals.
and extensions of leases (and expansions of space in the Premises, if applicable) and to cancel and modify existing leases. For this purpose only, MANAGER may execute all leases as OWNER’s agent. OWNER must approve the form of the lease used by MANAGER.

8.2 NO OTHER RENTAL AGENT
During the term of this Agreement, OWNER agrees not to authorize any other person, firm or corporation to negotiate or act as leasing agent with respect to the letting of the Premises.

8.3 ENFORCEMENT OF LEASES
MANAGER is authorized to institute, in OWNER’s name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Premises, or for the evicting or dispossessing of tenants or other persons from the Premises. MANAGER is authorized to sign and serve such notices as MANAGER deems necessary for lease enforcement, including the collection of rent or other income. MANAGER is authorized, with OWNER’s prior approval, to settle, compromise, and release such legal actions or suits and to reinstate tenancies. Any monies for such settlements paid out by MANAGER cannot exceed $1,000.00 without OWNER’s prior approval. Attorneys' fees, filing fees, court costs, and other necessary expenses incurred in connection with such actions and not recovered from tenants may be paid out of the Operating and/or Reserve Account(s). MANAGER may, subject to OWNER board of directors' prior approval, select the attorney of its choice to handle such litigation.

Section 9: EMPLOYEES

9.1 MANAGER’S AUTHORITY TO HIRE
MANAGER may hire, supervise, discharge, and pay all servants, employees, contractors, or other personnel from its management fee, to perform the normal day to day management, maintenance, landscaping and operation of the Premises.

9.2 MANAGER TO PAY ALL EMPLOYEE EXPENSES
Unless indicated in the yearly budget, with the exception of onsite employees (Manager and Secretary), all wages and fringe benefits payable to such servants, employees, contractors and/or other personnel hired per paragraph 9.1 above, and all local, state, and federal taxes and assessments (including without limitation Social Security taxes, unemployment insurance, withholding and workers’ compensation insurance) incident to the employment of such personnel, shall be paid by MANAGER out of its management fee.

9.3 MANAGER’S AUTHORITY TO FILE RETURNS
MANAGER may do and perform all acts required of an employer with respect to the Premises and execute and file all W-2, 1099, employee quarterly, all tax and other returns required under applicable federal, state and local laws, regulations, and/or ordinances governing employment, in addition to all other statements and reports pertaining to labor employed in connection with the Premises and according to any similar federal or state law now or hereafter in force. In connection with such filings, OWNER may upon request, promptly execute and deliver to MANAGER all necessary powers of attorney, notices of appointment, and the like. MANAGER is responsible for all amounts required to be paid under the foregoing laws and MANAGER must pay the same from the management fees that it receives under the terms of this Agreement.
9.4 HOLD HARMLESS, LABOR LAWS
MANAGER is responsible for complying with all applicable state and federal labor laws. MANAGER will indemnify, defend, and save OWNER and its Board of Directors and the City of El Segundo harmless from all claims, investigations, and suits, from MANAGER'S actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. MANAGER'S obligation with respect to such violation(s) includes payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expenses, and attorneys' fees.

9.5 ACCEPTANCE OF GIFTS AND/OR GRATUITIES
MANAGER's employees are prohibited from accepting any gratuity, gift, or compensation directly from any resident of the Premises for any services rendered.

Section 10: MAINTENANCE, INSPECTIONS & REPORTS

10.1 MAINTENANCE REQUIREMENTS
MANAGER will cause the Premises to be maintained and repaired in accordance with local codes and in a condition that is at all times acceptable to OWNER, including, without limitation, cleaning, painting, decorating, plumbing, carpentry, grounds care and such other matters as from time to time may be required. MANAGER will use its employed maintenance personnel to perform all janitorial tasks and make all reasonably necessary repairs and replacements for the proper, efficient operation of, and to otherwise preserve, the Premises in its present condition. Subject to the prior approval of OWNER, MANAGER will make all alterations necessary to comply with lease and insurance requirements, statutory and governmental regulations. MANAGER will furnish experts, at OWNER's request and expense, to conduct periodic examinations, provide written reports and recommendations to insure OWNER's satisfactory compliance with those requirements set forth above.

10.2 ON-SITE MAINTENANCE SPECIFICS
MANAGER must give special attention to preventive maintenance, and to the greatest extent feasible, the services of MANAGER maintenance personnel must be used to perform maintenance, repairs, landscaping, inspections and reports. Subject to OWNER's prior approval, MANAGER may contract with qualified independent contractors for the maintenance and repair of equipment, systems and the like, which are beyond the capability of MANAGER'S maintenance employees. MANAGER will systematically and promptly investigate all service requests from tenants, take such action thereon as may be justified and keep records and report same at the monthly OWNER Board of Directors meeting. Emergency requests must be received and serviced on a 24-hour basis. Complaints of a serious nature will be reported to the OWNER board of Directors after investigation.

10.3 APPROVAL FOR EXCEPTIONAL MAINTENANCE EXPENSE
The expense to be incurred for any one item of maintenance, alteration, refurbishing, or repair cannot exceed the sum of $300.00, unless such expense is first specifically authorized by OWNER, or is incurred under such circumstances as MANAGER reasonably deems to be an emergency. MANAGER is authorized to negotiate contracts for nonrecurring items of expense, not to exceed $300.00. MANAGER must solicit written cost estimates (bids) from at least three contractors or
suppliers for any work item, maintenance, repair or appliance which can reasonably be expected to cost $301.00 or more, regardless of rebates, and submitted to OWNER for prior approval. However, for budgeted appliance purchases MANAGER need not solicit written cost estimates for each appliance to be purchased. Rather, for such purchases MANAGER need only solicit written cost estimates twice annually.

All employees, contractors or other personnel that perform work or services at the Premises are deemed to be MANAGER’s employees, except those independent contractors whose contracts are first approved by OWNER’s Board of Directors. In an emergency where repairs are immediately necessary for the preservation and safety of the Premises, or to avoid danger to life or property, or to comply with federal, state, or local law, such emergency repairs may be made by MANAGER at OWNER’s expense without prior approval.

Section 11: RELATIONSHIP OF MANAGER TO OWNER
The relationship of the parties pursuant to this Agreement is that of Principal and Independent Contractor. Except those authorized actions taken by MANAGER on behalf of OWNER pursuant to the terms of this Agreement, MANAGER is not OWNER’s Agent. Nothing in this Agreement may be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement. MANAGER bears the responsibility, loss and damage arising out of or connected with the hiring and/or supervision of its employees and operation of the Premises. The employees and contractors of MANAGER during the period of this Agreement are not and will not be considered to be the direct employee of OWNER, its board of directors or the City of El Segundo. Neither party has the power to bind or obligate the other, except as expressly set forth in this Agreement, except that both parties are authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 12: INDEMNIFICATION.

12.1 MANAGER agrees to the following:

12.1.1 Indemnification for Professional Services. MANAGER will save harmless and indemnify and at OWNER’s or CITY’s request reimburse defense costs for OWNER or CITY from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by MANAGER or any of MANAGER’s officers, agents, employees, or representatives, in the performance of this Agreement.

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

12.2 For purposes of this section “OWNER” includes OWNER’s officers, officials, employees, agents, representatives, and volunteers.

12.3 For purposes of this section “CITY” is the city of El Segundo, its officers, officials, employees, agents, representatives, and volunteers.

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

Section 13: LIABILITY INSURANCE

13.1 OWNER’S LIABILITY INSURANCE
OWNER will obtain and keep in force and effect, adequate insurance against physical damage (e.g., fire with extended coverage endorsement, boiler and machinery, etc.) and against liability for loss, damage, or injury to property or persons which might arise out of the occupancy, management, operation, or maintenance of the Premises. Any deductible required under such insurance policies are at OWNER’s expense. MANAGER will be covered as an additional insured on all liability insurance maintained with respect to the Premises. OWNER agrees to furnish MANAGER with two (2) copies of insurance endorsements, certificates or duplicate copies of such policies evidencing such coverage within sixty (60) days of the effective date of this Agreement. Said policies will provide that notice of default or cancellation must be sent to both parties and require a minimum of thirty (30) days' written notice before any cancellation of/or changes to said policies except for cancellation due to nonpayment.

13.2 INSURANCE

13.2.1 MANAGER, as Managing Agent of OWNER, must maintain on behalf of OWNER and at the expense of OWNER, the following insurance policies:

13.2.1.1 Fire with extended coverage with coverage on buildings in an amount not less than $4,859,500 and coverage on contents of not less than $24,100 with a deductible amount not to exceed $1,000.

13.2.1.2 Earthquake coverage in an amount not less than $4,859,500 with a deductible amount of not more than ten percent (10%) of the total coverage.

13.2.1.3 General Liability coverage in an amount not less than $1,000,000 single limit and $2,000,000 annual aggregate.

13.2.1.4 Umbrella Liability coverage in an amount of not less than $1,000,000 single limit and $2,000,000 annual aggregate.
13.2.1.5 Directors & Officers Liability (Professional Liability) in an amount of not less than $1,000,000 aggregate inclusive of defense expenses.

13.2.1.6 Fidelity bond covering all employees of MANAGER who handle funds, including all such employees assigned to Park Vista.

13.2.2 In addition to the above coverages, MANAGER must maintain at its own expense the following insurance coverages:

13.2.2.1 Commercial General Liability coverage in an amount not less than $1,000,000. The amount of insurance will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed as required by this Section and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by OWNER will be excess thereto. Insurance must be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to OWNER.

13.2.2.2 Employers Automobile Non Ownership Liability coverage in an amount of not less than $1,000,000 covering all employees assigned to OWNER who use their personal automobiles for OWNER business. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The insured parties in connection with all of the above policies must include the following: The City of El Segundo, its elected and appointed officials; employees; agents; officers; and the El Segundo Senior Citizen Housing Corporation, its Board, its employees, agents, officers, directors, and appointed officials.

13.2.2.3 Workers Compensation coverage in accordance with California law.

13.2.2.4 Should MANAGER, for any reason, fail to obtain and maintain the insurance required by this Agreement, OWNER may obtain such coverage at MANAGER’s expense and deduct the cost of such insurance from payments due to MANAGER under this Agreement or terminate the Agreement.

13.2.3 All of the above policies must be kept in force during the term of this Agreement and contain a cancellation clause reading in substance as follows: "It is agreed that this policy cannot be canceled nor the amounts of coverage provided herein reduced until thirty (30) days after the OWNER Board of Directors receives written notice as to such cancellation or reduction." In the event that MANAGER is advised by one or more of the insurers that it will no longer provide such coverages, MANAGER must immediately advise OWNER’s President that it can no longer
provide such coverages and request instructions from the Board as to what action to
take with regard to replacement of such coverages.

13.2.4 All of the above policies must be written by an insurance company licensed
to do business in California with a "Best's Rating" of not less than A XIII.

13.2.5 Two (2) copies of all of the policies set forth above must be sent to the
President of the El Segundo Senior Citizen Housing Board, c/o The City of El
Segundo, 350 Main St., El Segundo, CA 90245.

13.2.6 MANAGER will maintain with the City certificates of insurance evidencing
current coverage for MANAGER'S General Liability coverage, MANAGER'S
Workers Compensation coverage, MANAGER'S Employers Automobile Non
Ownership Liability coverage and MANAGER'S Fidelity Bond.

Section 14: MANAGER ASSUMES NO LIABILITY FOR ACTS OF OWNER
MANAGER assumes no liability, whatsoever for any acts or omissions of OWNER, its board of
directors, any previous owners of the Premises or any previous management or other agent of
either. MANAGER assumes no liability for any failure of or default by any tenant in the payment
of any rent or other charges due OWNER or for the performance of any obligations owed by any
tenant to OWNER pursuant to any lease or otherwise. Nor does MANAGER assume any liability
for any violations of environmental or other regulations, which occurred before MANAGER'S
entering into this agreement. Any such regulatory violations or hazards discovered by MANAGER
must be brought to OWNER's attention in writing, and OWNER must promptly cure them.

Section 15: MANAGER'S COMPENSATION AND EXPENSES
As compensation for the services provided by MANAGER under this Agreement (and exclusive of
reimbursement of expenses to which MANAGER may be entitled hereunder), OWNER will pay
MANAGER as follows:

15.1 FEE FOR MANAGEMENT SERVICES
For its proper performance of all the services as set forth herein, MANAGER will be paid the fee of
eleven thousand two hundred twenty-four dollars ($11,224) per month. Management fees may be
increased or otherwise modified in subsequent years by written addenda to this Agreement.

15.2 FOR APARTMENT LEASING
None. Included in 15.1.

Section 16: REPRESENTATIONS
OWNER represents and warrants: That OWNER has full power and authority to enter this
Agreement; that there are no written or oral agreements affecting the Premises other than tenant
leases, copies of which were furnished to MANAGER; that there are no recorded easements,
restrictions, reservations, or rights of way which adversely affect the use of the Premises for the
purposes intended under this Agreement; that to the best of OWNER's knowledge, the property is
zoned for the intended use; that all leasing and other permits for the operation of the Premises were
secured and are current; that the building and its construction and operation do not violate any
applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including, without limitation, those pertaining to hazardous or toxic substances); that the building does not contain any asbestos, urea, formaldehyde, radon, or other toxic or hazardous substance; and that no unsafe condition exists.

Section 17: STRUCTURAL CHANGES
OWNER expressly withholds from MANAGER any power or authority to make any structural changes in any building, or to make any other major alterations or additions in or to any such building, or to any equipment in any such building, or to incur any expense chargeable to OWNER other than expenses related to exercising the express powers vested in MANAGER through this Agreement, without the prior written consent of OWNER’s Board of Directors. However, such emergency repairs as may be required because of danger to life or property, or which are immediately necessary for the preservation and safety of the Premises or the safety of the tenants and occupants, or required to avoid the suspension of any necessary service to the Premises, or to comply with any applicable federal, state, or local laws, regulations, or ordinances, shall be authorized pursuant to the appropriate paragraphs of this Agreement, and MANAGER must notify OWNER accordingly.

Section 18: BUILDING COMPLIANCE
Except as otherwise provided, MANAGER assumes no liability, and is given no responsibility for compliance of the Premises, or any equipment therein, with the requirements of any building code, statute, ordinance, law, or regulation of any governmental body or of any public authority or official having jurisdiction, except to notify OWNER promptly or to forward to OWNER promptly any complaints, warnings, notices, or summonses received by MANAGER relating to such matters. OWNER represents that to the best of its knowledge the Premises and all such equipment comply with all such requirements.

Section 19: TERMINATION.

19.1 Except as otherwise provided, OWNER may terminate this Agreement at any time with or without cause.

19.2 MANAGER may terminate this Agreement at any time upon thirty (30) days notice.

19.3 Upon receiving a termination notice from OWNER, MANAGER will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by MANAGER after receiving a termination notice will be performed at MANAGER’s own cost; OWNER is not obligated to compensate MANAGER for such work.

19.4 Should termination occur, all finished or unfinished documents, reports and other materials prepared by MANAGER will, at OWNER’s option, become OWNER’s property, and MANAGER will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
19.5 Should the Agreement be terminated pursuant to this Section, OWNER may procure on its own terms services similar to those terminated.

19.6 By executing this document, MANAGER waives any and all claims for damages that might otherwise arise from OWNER's termination under this Section.

Section 20: HEADINGS AND ATTACHMENTS
All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 21: FORCE MAJEURE.
Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

Section 22: ENTIRE AGREEMENT.
This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are two (2) Attachments to this Agreement: the Request for Proposals #04-05 and MANAGER's Proposal, both of which are incorporated by reference. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

Section 23: RIGHTS CUMULATIVE; NO WAIVER
No right or remedy herein conferred on or reserved by either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to insist at any time on the strict observance or performance of any of the provisions of the Agreement, or to exercise any right or remedy as provided in the Agreement, does not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

Section 24: NOTICES.
All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to MANAGER:
Cadman Group
214 Main Street, #361
El Segundo, CA 90245

Attention: Neil R. Cadman

If to OWNER:
El Segundo Recreation and Parks Dept.
339 Sheldon Street
El Segundo, CA 90245

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

Section 25: RULES OF CONSTRUCTION.
Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

Section 26: INDEPENDENT CONTRACTOR.
OWNER and MANAGER agree that MANAGER will act as an independent contractor and will have control of all work and the manner in which it is performed. MANAGER will be free to contract for similar service to be performed for other employers while under contract with OWNER. MANAGER is not an agent or employee of OWNER and is not entitled to participate in any pension plan, insurance, bonus or similar benefits OWNER provides for its employees. Any provision in this Agreement that may appear to give OWNER the right to direct MANAGER as to the details of doing the work or to exercise a measure of control over the work means that MANAGER will follow the direction of the OWNER as to end results of the work only.

Section 27: TAXPAYER IDENTIFICATION NUMBER.
MANAGER will provide OWNER with a Taxpayer Identification Number.

Section 28: NON-APPROPRIATION OF FUNDS. Payments due and payable to MANAGER for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the OWNER. In the event the OWNER has not appropriated sufficient funds for payment of MANAGER’s services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

Section 29: CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

29.1 Exhibit A: Request for Proposals #04-05;

Section 30: THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of MANAGER and OWNER and not for the benefit of any other party. However, the Parties agree that the city of El Segundo is an intended third-party beneficiary to this Agreement and may enforce MANAGER’s obligations under this Agreement. Other than the city of El Segundo, there will be no incidental or other beneficiaries of any of MANAGER’s or OWNER’s obligations under this Agreement.

Section 31: AGREEMENT BINDING UPON SUCCESSORS AND ASSIGNS
This Agreement shall be binding upon the parties hereto and their respective personal representatives, heirs, administrators, executors, successors, trustees and assigns.

Section 32: AUTHORITY/MODIFICATION.
The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment.

Section 33: ACCEPTANCE OF FACSIMILE SIGNATURES.
The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

Section 34: SEVERABILITY.
If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

Section 35: COMPLIANCE WITH LAW.
MANAGER agrees to comply with all federal, state, and local laws applicable to this Agreement.

Section 36: INTERPRETATION.
This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

[Signatures on next page]
IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures this day of October, 2004.

EL SEGUNDO SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION

President

Chief Financial Officer

Approved as to Form:
Mark D. Hensley, City Attorney
City of El Segundo

By:
Karl H. Berger,
Assistant City Attorney

NEIL R. CADMAN dba
THE CADMAN GROUP

Neil R. Cadman

Taxpayer ID: 95-4544463
FIRST AMENDMENT TO PROPERTY MANAGEMENT AGREEMENT BETWEEN THE
EL SEGUNDO SENIOR CITIZEN HOUSING CORPORATION AND CADMAN GROUP, A
CALIFORNIA CORPORATION

This FIRST AMENDMENT ("Amendment") to the PROPERTY MANAGEMENT
AGREEMENT BETWEEN THE EL SEGUNDO SENIOR CITIZEN HOUSING CORPORATION
AND NEIL R. CADMAN DBA CADMAN GROUP (since incorporated as Cadman Group, Inc., a
California Corporation) dated October 1, 2004 ("Agreement") is made and entered into this 25th day
of June, 2007, by and between the El Segundo Senior Citizen Housing Corporation, a California
nonprofit public benefit corporation ("Owner") and Cadman Group, Inc., a California Corporation
("Manager").

1. Section 1.4 of the Agreement is hereby amended to read as follows:

1.4 TERM

The term of this Agreement shall extend to and including September 30, 2010, subject
to the provisions set forth in Section 19 regarding termination.

2. This Amendment may be executed in any number or counterparts, each of which will be an
original, but all of which together constitute one instrument executed on the same date.

3. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in
full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures this ____
day of June, 2007.

EL SEGUNDO SENIOR CITIZENS
HOUSING CORPORATION

President

Chief Financial Officer

Approved as to Form:

Mark D. Hensley, City Attorney
City of El Segundo

By: Karl H. Berger,
Assistant City Attorney

CADMAN GROUP, INC.
NEIL R. CADMAN, PRESIDENT

Taxpayer ID
SECOND AMENDMENT TO PROPERTY MANAGEMENT AGREEMENT BETWEEN THE
EL SEGUNDO SENIOR CITIZEN HOUSING CORPORATION AND CADMAN GROUP, A
CALIFORNIA CORPORATION

This SECOND AMENDMENT ("Amendment") to the PROPERTY MANAGEMENT
AGREEMENT BETWEEN THE EL SEGUNDO SENIOR CITIZEN HOUSING CORPORATION
AND NEIL R. CADMAN DBA CADMAN GROUP (since incorporated as Cadman Group, Inc., a
California Corporation) dated October 1, 2004 ("Agreement") is made and entered into this 26th day
of October, 2011, by and between the El Segundo Senior Citizen Housing Corporation, a California
nonprofit public benefit corporation ("Owner") and Cadman Group, Inc., a California Corporation
("Manager").

1. Section 1.4 of the Agreement is hereby amended to read as follows:

1.4 TERM

The term of this Agreement shall extend to and including October 31, 2014,
subject to the provisions set forth in Section 19 regarding termination.

2. Section 15.1 of the Agreement is hereby amended to read as follows:

15.1 FEE FOR MANAGEMENT SERVICES

For its proper performance of all the services as set forth herein, MANAGER will be paid the
fee of Twelve Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
($12,333.33) per month. Management fees may be increased or otherwise modified in
subsequent years by written addenda to this Agreement.

2. This Amendment may be executed in any number or counterparts, each of which will be an
original, but all of which together constitute one instrument executed on the same date.

3. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in
full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures this 26th
day of October, 2011.

EL SEGUNDO SENIOR CITIZENS
HOUSING CORPORATION

President

Chief Financial Officer

CADMAN GROUP, INC.
NEIL R. CADMAN, PRESIDENT

Neil R. Cadman

Taxpayer ID

087
AGENDA DESCRIPTION:

Consideration and possible action regarding the First Amendment to Contract No. 4095 between the City of El Segundo and MWW Group for public relations and public affairs representation services to the City of El Segundo. (Fiscal Impact: $78,240)

RECOMMENDED COUNCIL ACTION:

1) Authorize the City Manager to extend the contract with MWW through September 30, 2012.
2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1) First Amendment to Agreement No. 4095 between the City of El Segundo and MWW Group.

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $78,240
Additional Appropriation: N/A
Account Number(s): 001-400-2901-6406

ORIGINATED BY: Angelina Garcia, Fiscal Services Manager
REVIEWED BY: Deborah Cullen, Director of Finance
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:

Since 2001, MWW Group has worked on behalf of the city as its advisor and advocate for the City regarding issues relating to Los Angeles World Airports (LAWA) and Los Angeles International Airport (LAX) and regarding transportation issues relating to the Metropolitan Transportation Authority.

MWW Group will continue to work with the City of Los Angeles advocating El Segundo’s position with regard to the implementation of the Settlement Agreement with LAWA and safety and operational improvements related to the north airfield complex.

This amendment is to extend the Agreement terms through September 30, 2012. The annual amount of $78,240 has been included in the FY 2011-2012 Adopted Budget.
FIRST AMENDMENT TO
AGREEMENT NO. 4095 BETWEEN
THE CITY OF EL SEGUNDO AND
MWW GROUP, INC.

THIS FIRST AMENDMENT ("Amendment") is made and entered into this 10TH day of November 2011, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation existing under the laws of California ("CITY"), and MWW Group, a California Corporation ("CONSULTANT").

1. Pursuant to Section 9 of Agreement No. 4095 ("Agreement"), Section 9 to read as follows:

   "This Agreement shall expire on September 30, 2012, unless extended by mutual agreement of CITY and CONSULTANT."

2. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

3. Except as modified by this Amendment, all other terms and conditions of Agreement No. 4095 remain the same.

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

CITY OF EL SEGUNDO

_______________________________________
Doug Willmore,
City Manager

ATTEST:

_______________________________________
Cindy Mortesen,
City Clerk

Taxpayer ID No. _________________________

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

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

Consideration and possible action to authorize the City Manager to approve a contract extension for the design of future El Segundo Police replica toys produced by Mattel, Inc.
Fiscal Impact: None

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager, or designee, to review, approve or deny a Second Amendment to the City's contract with Mattel, Inc., pursuant to Section 6 of the attached License Agreement between the City and Mattel, Inc. dated June 26, 2007.

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

ATTACHED SUPPORTING DOCUMENTS:

License Agreement Between the City and Mattel, Inc. dated June 26, 2007
Second Amendment License Agreement Form

FISCAL IMPACT: None

<table>
<thead>
<tr>
<th>Amount Budgeted</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation</td>
<td>None</td>
</tr>
<tr>
<td>Account Number(s)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Brian Evanski, Captain

REVIEWED BY: Mitch Tavera, Chief of Police

APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:

The City has an existing License Agreement with Mattel, Inc. that will term out on December 31, 2011. Mattel, Inc. is seeking to extend this Agreement until December 31, 2014. To date, Mattel, Inc. has manufactured replica El Segundo Police Department Ford Crown Victoria marked police cars, 1949 Mercury hot rods with El Segundo Police Department graphics, and a “Matchbox” toy version of a Hummer vehicle with El Segundo Police Department graphics.

Staff asserts that the City and police department benefit from the public relations and promotional value of these types of toys. The City will not receive any profits from this production.

Mattel, Inc. has no current plans to produce any of the aforementioned products as this time; however, Staff requests City Council authorize the City Manager, to extend this contract for future Mattel El Segundo Police Department replica toys.
LICENSE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the 26th day of June, 2007 (the “Effective Date”) by and between the City of El Segundo, California, having its principal office at 314 Main Street, El Segundo, California 90245 (hereinafter referred to as “LICENSOR”) and Mattel, Inc., a corporation organized under the laws of the State of Delaware, having its principal office at 333 Continental Boulevard, El Segundo, CA 90245-5012 (hereinafter referred to as “MATTEL”).

WITNESSETH:

WHEREAS, LICENSOR represents and warrants that it is the owner of various trademarks, copyrights and other proprietary rights in and to the Property as set forth below; and

WHEREAS, MATTEL is engaged in the business of manufacturing and selling toys and games and other consumer products; and

WHEREAS, MATTEL desires to use certain of LICENSOR’S trademarks, copyrights, and other intellectual property in the manufacturing and distribution of MATTEL’S products, and

WHEREAS, LICENSOR is willing to license MATTEL the right to use certain of LICENSOR’S trademarks, copyrights, and other intellectual property in the manufacturing and distribution of MATTEL’S products under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. LICENSOR hereby grants to MATTEL a non-exclusive royalty-free worldwide license to use the trademarks, tradenames, copyrights, designs, logos and likenesses including names, accessories and other visual or identifying representations associated with the El Segundo Police Department (hereinafter referred to as the “LICENSED PROPERTY”) in conjunction with the manufacture, marketing, distribution, promotion and sale of various scaled die-cast and/or plastic toy vehicles replicas (motorized or non-motorized), related playsets and accessories (hereinafter referred to as the “LICENSED PRODUCTS”). In accordance with El Segundo Municipal Code (ESMC) Section 1-3-3, LICENSOR agrees that MATTEL’S use of the City Seal is, in part, to advertise the City of El Segundo and, in doing so, encourage tourism and other economic development. The rights granted herein shall apply to all channels of distribution, including without limitation, direct marketing to consumers, the Internet and online marketing and sale.
2. This Agreement shall become effective on the date first written above and shall continue in effect for a term expiring on December 31, 2010. MATTEL, in its sole discretion, shall have the option to renew this Agreement for two additional one-year periods, by written notice given to LICENSOR at least sixty (60) days prior to the expiration of the then current term.

3. MATTEL shall have no duty to manufacture and/or sell any LICENSED PRODUCTS or to otherwise exploit the rights granted herein.

4. In the event that MATTEL does manufacture LICENSED PRODUCTS, then, in full consideration for the rights granted to MATTEL hereunder, MATTEL agrees to furnish LICENSOR with twelve (12) units of each of such LICENSED PRODUCTS, at no charge, shipping and handling included. MATTEL shall not be required to furnish to LICENSOR units of any SKU (Stock-keeping Unit, the identification number assigned to individual products) of any LICENSED PRODUCTS unless MATTEL has completed a full and final production run for such SKU. No inadvertent failure of MATTEL to provide any such LICENSED PRODUCTS to LICENSOR shall be deemed a breach of this Agreement, provided that, to the extent reasonably possible and provided that such LICENSED PRODUCTS are currently being manufactured, MATTEL shall retrospectively provide such LICENSED PRODUCTS upon notice from LICENSOR of MATTEL’S failure to do so.

5. MATTEL agrees that the LICENSED PRODUCTS shall be of a standard of quality as high as that of other similar MATTEL products as of the date of this Agreement.

6. In the event that MATTEL does manufacture LICENSED PRODUCTS, then MATTEL shall submit to LICENSOR electronic “e-sheet” (e.g. jpeg) samples of each LICENSED PRODUCT (including packaging and artwork) for approval. LICENSOR shall have twenty (20) business days to approve or disapprove the electronic “e-sheet” samples, which LICENSOR shall not unreasonably delay. In any event, the failure by LICENSOR to provide written approval/disapproval within twenty (20) business days shall be deemed approved. Upon request and subject to availability and in reasonable quantities, LICENSOR shall have the right to purchase additional quantities of the LICENSED PRODUCTS from MATTEL at MATTEL’S best wholesale price.

7. MATTEL and its subsidiaries may sublicense or assign among themselves and to their subsidiaries the rights to manufacture, import, distribute and sell the LICENSED PRODUCT. MATTEL shall remain directly and primarily obligated under all the provisions of this Agreement and any default of this Agreement by its subsidiaries shall be deemed a default by MATTEL hereunder.

8. In addition to the other rights licensed to MATTEL herein, LICENSOR herein grants to MATTEL the right to use the name, nickname, likenesses and visual or identifying representations of the LICENSED PROPERTY in connection with the marketing and sale of the LICENSED PRODUCTS, including in advertising, selling, packaging and promotional and publicity materials relating to the LICENSED PRODUCTS.

9. MATTEL acknowledges that nothing contained in this Agreement is intended as an assignment or grant to MATTEL of any right, title or interest in or to the LICENSED PROPERTY or the goodwill attached thereto.
10. LICENSOR shall at all times remain the owner of any and all of the LICENSED PROPERTY created by LICENSOR and used by MATTEL in connection with the LICENSED PRODUCTS. MATTEL shall own all intellectual property rights embodied in the LICENSED PRODUCTS excluding the LICENSED PROPERTY.

11. MATTEL agrees to affix a legal notice on the packaging and other materials that incorporate the LICENSED PROPERTY in order to denote LICENSOR’s trademark and/or copyright in materials that incorporate the LICENSED PROPERTY. The legal notice when used on the LICENSED PRODUCTS may be abbreviated in accordance with legal requirements and as space permits. Subject to LICENSOR's exclusive rights to the LICENSED PROPERTY, MATTEL is expressly permitted to apply to the LICENSED PRODUCTS any trademarks, artwork and designs that it selects and to apply appropriate patent, trademark and/or copyright notices. All such trademark and copyright notices shall be in the name of MATTEL, subject to the LICENSOR's exclusive rights to the LICENSED PROPERTY.

12. LICENSOR represents and warrants to MATTEL that it is the sole owner of the LICENSED PROPERTY and that it has the full power and authority to enter into this Agreement. LICENSOR agrees to indemnify MATTEL against any loss and expense including its reasonable attorneys' fees arising out of any claims, demands, or actions that may be instituted against MATTEL by reason of any claim of a superior right to any element of the LICENSED PROPERTY.

13. MATTEL agrees to indemnify LICENSOR against all third party claims arising out of its marketing or sale of the LICENSED PRODUCTS, including claims for personal injury, except that LICENSOR shall be solely responsible for any claims based upon use of the LICENSED PROPERTY as permitted by this Agreement. MATTEL shall have the right to control the defense and settlement of any such third party claims.

14. Either party may terminate this Agreement in the event that the other party materially breaches the terms of this Agreement or any of the warranties or representations made herein, provided that the non-breaching party provides the breaching party with written notice of such default and sixty (60) days within which to remove or cure such default. If there is no removal or cure of the default within such period, the Agreement may then be immediately terminated by the non-breaching party.

15. Upon expiration or earlier termination of this Agreement, MATTEL agrees to discontinue all use of the LICENSED PROPERTY, except that MATTEL shall continue to have the right to sell off all existing inventory bearing the LICENSED PROPERTY, whether completed or in the process of manufacture, for a period of six (6) months after expiration or early termination.

16. All notices wherever required in this Agreement shall be in writing and sent by facsimile, certified mail or overnight delivery and shall be deemed given when sent or mailed.

17. If any provisions of this Agreement are for any reason declared to be invalid, the validity of the remaining provisions shall not be affected thereby.

18. This Agreement and each and every one of its provisions shall be interpreted under the laws of the State of California.
19. This Agreement represents and expresses the entire agreement of the parties and supersedes all prior agreements, representations and understandings (whether written or oral) between the parties concerning the subject matter hereof. An amendment or modification of a term or condition of this Agreement must be in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

<table>
<thead>
<tr>
<th>MATTEL, INC.</th>
<th>CITY OF EL SEGUNDO, CA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>By:</strong></td>
<td><strong>By:</strong></td>
</tr>
<tr>
<td><img src="signature.png" alt="Signature" /></td>
<td></td>
</tr>
<tr>
<td><strong>Print Name:</strong> Jeffrey A. Korcheck</td>
<td><strong>Print Name:</strong> Jeff Stewart</td>
</tr>
<tr>
<td><strong>Title:</strong> VP, Legal &amp; Business Affairs</td>
<td><strong>Title:</strong> City Manager</td>
</tr>
<tr>
<td><strong>Date:</strong> October 29, 2007</td>
<td><strong>Date:</strong> 10/8/07</td>
</tr>
</tbody>
</table>

The foregoing instrument is a full, true, and correct copy of the original on file in this Office:

ATTEST:

City Clerk, City of El Segundo

ATTEST:

City Clerk
City of El Segundo
MATTEL, INC.

LICENSOR APPROVAL FORM
Licensor complete yellow highlighted portion.

<table>
<thead>
<tr>
<th>PRODUCT NAME</th>
<th>PROJECT #/TOY #</th>
<th>LICENSOR</th>
<th>PERSON SUBMITTING</th>
<th>PHONE NUMBER</th>
<th>FAX NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:64 Matchbox Basics 2008 - El Segundo PD Crown Victoria</td>
<td>tbd - ESPD deco</td>
<td>El Segundo PD</td>
<td>Sheila Tan</td>
<td>(310) 252-6676</td>
<td>(310) 252-2610</td>
</tr>
</tbody>
</table>

DIV/DEPT. SUBMITTING: Matchbox Design
PERSON SUBMITTING: Heralda
PHONE NUMBER: (310) 252-6676
FAX NUMBER: (310) 252-2610

FIRST SUBMISSION
SECOND SUBMISSION
FINAL SUBMISSION
OTHER

ONE-TO-ONE
PACKAGING
CONCEPT
PROTOTYPE
FIRST SHOTS
PRODUCT REVISION
ADVERTISING
STORYBOARD/SCRIPT
OTHER

SPECIAL INSTRUCTIONS / COMMENTS / ITEM OR ISSUE SEEKING APPROVAL FOR:

TO BE COMPLETED BY THE LICENSOR

NEXT STEPS/LICENSOR COMMENTS (PLEASE INCLUDE SPECIFIC DETAILS, SUCH AS MEASUREMENTS, PACKAGE TEXT, SKETCH, PHOTO, ETC.)

ACTION TAKEN:
X APPROVED
APPROVED W/ CORRECTIONS
NOT APPROVED
OTHER

LICENSOR NAME: Jeff Stewart, City Manager
PHONE NUMBER: 310-524-2301
FAX NUMBER: 310-322-7137

LICENSOR SIGNATURE:

DATE: 10/26/07

Approvals, disapprovals, comments, or notations hereon shall not imply that a binding agreement exists with licensor.
VEHICLE: FORD CROWN VICTORIA (2001)

Date: 6/15/07
Toy#: M5330/M7405
Scale: 1:18
Tool#: MB869

License: EL SEGUNDO POLICE DEPARTMENT

Scale: 1:1  Mattel Confidential / Trade Secret Information

SPECs

• BODY: Deep Black 0420-70004
• CHASSIS: Black
• WINDSHIELD: Smoked Tint MB55
• INTERIOR: GRAY MB82
• WHEELS: 2006 Basic Classic Wheel #J2373 w/ NO HOTSTAMP FOIL
• LIGHT BAR: RED

TAMPO INKS

BLACK 742-70009
WHITE 742-70501
MET.GOLD
BLUE 742-245530
**MATTEL, INC.**

**LICENSOR APPROVAL FORM**

Licensor complete yellow highlighted portion.

<table>
<thead>
<tr>
<th>PRODUCT NAME</th>
<th>PROJECT #/TOY #</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>LICENSOR</th>
<th>SENT BY/RETURN TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Segundo Police Dept.</td>
<td>Sheila Tan</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIV/DEPT. SUBMITTING</th>
<th>PERSON SUBMITTING</th>
<th>PHONE NUMBER</th>
<th>FAX NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matchbox Design</td>
<td>Lunas</td>
<td>(310) 252-6676</td>
<td>(310) 252-2610</td>
</tr>
</tbody>
</table>

- **FIRST SUBMISSION**
- **SECOND SUBMISSION**
- **FINAL SUBMISSION**
- **OTHER**

**ITEM SUBMITTED:**
- ✅ PACKAGING
- ☐ CONCEPT
- ☐ FIRST SHOTS
- ☐ PRODUCT REVISION
- ☐ ADVERTISING
- ☐ STORYBOARD/SCRIPT
- ☐ OTHER

**SPECIAL INSTRUCTIONS / COMMENTS / ITEM OR ISSUE SEEKING APPROVAL FOR:**

Please approve packaging

**TO BE COMPLETED BY THE LICENSOR**

**NEXT STEPS/LICENSOR COMMENTS** (PLEASE INCLUDE SPECIFIC DETAILS, SUCH AS MEASUREMENTS, PACKAGE TEXT, SKETCH, PHOTO, ETC.)

**ACTION TAKEN:**
- ☑ APPROVED
- ☐ APPROVED W/ CORRECTIONS
- ☐ NOT APPROVED
- ☐ OTHER

**LICENSOR NAME:** Jeff Stewart

**PHONE NUMBER:** 310.524.2301

**FAX NUMBER:**

**DATE:** 11/14/07

Approvals, disapprovals, comments, or notations hereon shall not imply that a binding agreement exists with licensor.
MATTEL, INC.

LICENSED APPROVAL FORM

Licensor complete yellow highlighted portion.

PRODUCT NAME:
2008 Matchbox Basic Car poster

LICENSE:
El Segundo Police Department

SENT BY/RETURN TO:
Kate Carlyle

DIV/DEPT. SUBMITTING:
Matchbox Marketing

PERSON SUBMITTING:
Shannon

PHONE NUMBER:
(310) 252-5177

FAX NUMBER:
(310) 252-2610

FIRST SUBMISSION
SECOND SUBMISSION
FINAL SUBMISSION
OTHER

ONE-TO-ONE
PACKAGING
PROTOTYPE PHOTO
ADVERTISING
PATTERN
CONCEPT
FIRST SHOTS
STORYBOARD/SCRIPT
VEHICLE GRAPHICS
PROTOTYPE
PRODUCT REVISION
OTHER Poster

SPECIAL INSTRUCTIONS / COMMENTS / ITEM OR ISSUE SEEKING APPROVAL FOR:

Please approve poster. The images and/or names on the poster will also be used in the Matchbox 2008 booklet, and potentially Mattel internal and retail websites.

For your approval:

Segment
Emergency
Toy #
M5330
Car Name
Ford Crown Victoria

Legal lines and logo, as applicable.

TO BE COMPLETED BY THE LICENSOR

NEXT STEPS/LICENSED COMMENTS (PLEASE INCLUDE SPECIFIC DETAILS, SUCH AS MEASUREMENTS, PACKAGE TEXT, SKETCH, PHOTO, ETC.)

ACTION TAKEN:
APPROVED
APPROVED W/ CORRECTIONS
NOT APPROVED
OTHER

LICENSED NAME:
Jeff Stewart, City Manager

PHONE NUMBER:
310-524-2301

FAX NUMBER:
310-322-7±37

Date:
1/3/08

Approvals, disapprovals, comments, or notations hereon shall not imply that a binding agreement exists with licensor.

099
FIRST AMENDMENT TO LICENSE AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO, CALIFORNIA
AND MATTEL, INC.

This First Amendment (the “First Amendment”), effective as of the 20th of April, 2010 (the “Effective Date”), and entered into between the City of El Segundo, California (hereinafter “LICENSOR”) and Mattel, Inc. (hereinafter “MATTEL”), amends the agreement entered into as of June 26, 2007 (hereinafter the “Agreement”), by and between LICENSOR and MATTEL.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1) Section 2 - Term. Section 2, the Term of the Agreement, shall be extended for one additional year through December 31, 2011.

2) No Further Amendments; Restatement. Except as amended by this First Amendment, the Agreement shall remain in full force and effect and is hereby restated in full.

3) Definitions. All initial capitalized terms used in this First Amendment shall have the same meaning given such terms in the Agreement, unless otherwise defined herein or unless the context indicates otherwise in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

The City of El Segundo, California

By: [Signature]
Name: Jack Wray
Title: City Manager
Date: 4/22/10

[Signature]
CITY ATTORNEY
ATTEST:
City Clerk

Mattel, Inc.

By: [Signature]
Name: Jeffrey A. Korchek
Title: V.P., Legal & Business Affairs
Date: March 24, 2010

[Signature]
Mattel Law Department

<table>
<thead>
<tr>
<th>Initials</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA</td>
<td>3/24/11</td>
</tr>
</tbody>
</table>
MATTEL, INC.

LICENSOR APPROVAL FORM

Licensor complete yellow highlighted portion.

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>SCALE</th>
<th>ADULT SIZE (BASIC)</th>
<th>TOY YEAR</th>
<th>SEGMENT</th>
<th>COLOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>HUMMER H2 1:64 Basic Car 2011 segment series - El Segundo Police</td>
<td>T9888</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE Submitted</th>
<th>DATE Requested</th>
<th>LICENSOR</th>
<th>COMPONENT TOY NO.</th>
<th>MULTIPACK TOY NO. (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/16/10</td>
<td>2/23/10</td>
<td>El Segundo Police</td>
<td>T9888</td>
<td></td>
</tr>
</tbody>
</table>

☑ FIRST SUBMISSION ☐ SECOND SUBMISSION ☐ FINAL SUBMISSION ☐ OTHER

ITEM SUBMITTED:
☐ CONCEPT ☐ TOOLING MODEL ☑ VEHICLE GRAPHICS ☐ PACKAGING
☐ OTHER (Explain):

SPECIAL INSTRUCTIONS / COMMENTS / ITEM OR ISSUE SEEKING APPROVAL FOR:

Please approve graphics

TO BE COMPLETED BY THE LICENSOR

NEXT STEPS/LICENSOR COMMENTS (PLEASE INCLUDE SPECIFIC DETAILS, SUCH AS MEASUREMENTS, PACKAGE TEXT, SKETCH, PHOTO, ETC.):

A Price: $0.78
Retail: $0.99
PS: tbd 10
Launch: tbd 10

ACTION TAKEN:
☒ APPROVED ☐ APPROVED W/CORRECTIONS ☐ NOT APPROVED ☐ OTHER

 LICENSOR NAME: City of El Segundo
 PHONE NUMBER: 310-524-2301
 FAX NUMBER: 310-322-7137

 LICENSOR SIGNATURE: [signature]
 DATE: 05-11-2010

City Manager: Jack Wayt

*Packaging and samples will be sent using the multipack toy number. Approvals, disapprovals, comments, or notations hereon shall not imply that a binding agreement exists with licensor. Mattel confidential/trade secret information. All rights reserved. Do not forward, copy or disseminate without authorization by sender.
SECOND AMENDMENT TO LICENSE AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO, CALIFORNIA
AND MATTEL, INC.

This Second Amendment (the “Second Amendment”), effective as of the 6th day of December, 2011 and entered into between the City of El Segundo, California (hereinafter “LICENSOR”) and Mattel, Inc. (hereinafter “MATTEL”), amends the agreement entered into as of June 26, 2007 and the First Amendment entered into as of April 20, 2010 (collectively hereinafter the “Agreement”), by and between LICENSOR and MATTEL.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1) Section 2 - Term. Section 2, the Term of the Agreement, shall be extended through December 31, 2014.

2) No Further Amendments; Restatement. Except as amended by this Second Amendment, the Agreement shall remain in full force and effect and is hereby restated in full.

3) Definitions. All initial capitalized terms used in this Second Amendment shall have the same meaning given such terms in the Agreement, unless otherwise defined herein or unless the context indicates otherwise in this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

The City of El Segundo, California
By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Mattel, Inc.
By: ____________________________
Name: Jeffrey A. Korchek
Title: V.P., Legal & Business Affairs
Date: November 16, 2011
AGENDA DESCRIPTION:
Consideration and possible action to receive and file this report concerning a memorandum of understanding approved by the City Council on October 4, 2011. (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:
1. Receive and file this report; and
2. Take such additional, related, action that may be desirable.

ATTACHED SUPPORTING DOCUMENTS:
1. Letter dated November 3, 2011;
2. Letter dated November 15, 2011; and

FISCAL IMPACT: None

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

ORIGINATED BY: Karl H. Berger, Assistant City Attorney
REVIEWED BY: Mark D. Hensley, City Attorney
APPROVED BY: Mark D. Hensley, City Attorney

On November 3, 2011, the City received correspondence from Mr. Mike Robbins. Among other things, that letter alleged the City Council violated the Brown Act on October 4, 2011 when it approved the memorandum of understanding with the El Segundo Firefighters Association ("MOU").

As reflected in a letter dated November 15, 2011 addressed to Mr. Robbins, the City Attorney’s office reviewed the allegation and concluded that the Brown Act was not violated. The reasons are set forth in the November 15th letter. In sum, however, all documents related to the MOU were – and are – available to the public for review. Moreover, contrary to the statements in Mr. Robbins’s November 3rd letter, these documents were available for public review at the same time they were provided to the City Council.

The November 3rd letter, November 15th letter, and the MOU are attached for the City Council’s reference.
*** VIA ELECTRONIC MAIL AND PERSONAL DELIVERY ***

From:

Michael D. Robbins
MikeRobbins2@yahoo.com
P.O. Box 2193
El Segundo, CA 90245
310-322-4314

To:

City of El Segundo, California Public Officials, including:

City Clerk Cindy Mortesen
350 Main Street
El Segundo, CA 90245
CMortesen@ElSegundo.org

Deputy City Clerk Cathy Domann
CDomann@ElSegundo.org

Mayor Eric Busch
EBusch@ElSegundo.org

Mayor Pro Tem Bill Fisher
BFisher@ElSegundo.org

Councilwoman Suzanne Fuentes
SFuentes@ElSegundo.org

Councilman Carl Jacobson
CJacobson@ElSegundo.org

Councilman Dr. Don Brann
DBrann@ElSegundo.org

City Attorney Mark Hensley and Staff
MHensley@LocalGovLaw.com; KBerger@LocalGovLaw.com; ECalciano@LocalGovLaw.com;

City Manager Doug Willmore
DWillmore@ElSegundo.org
Cc:

C. D. Michel
Senior Counsel
Michel & Associates, P.C.
CMichel@michellawyers.com

Re: Notice of possible violation of the Ralph M. Brown Act open meeting law at the October 4, 2011 7:00 p.m. Regular Meeting of the El Segundo City Council, the California Public Records Act, and other unspecified laws.

Please send a reply email to me before close of business today at MikeRobbins2@yahoo.com to confirm receipt of this email.

Please print this entire letter and stamp it with the official City Clerk's date/time stamp so I or an assistant may stop by and obtain a copy of this letter today as it was received, with an official date/time stamp for this entire letter.

Please send all responses to this letter to me at MikeRobbins2@yahoo.com.

Please distribute this letter as soon as possible to each El Segundo City official it is addressed to.

Thank you in advance for your assistance in this matter.

Honorable Mayor and Members of the City Council:

This letter is to call your attention to what I believe were substantial violations of a central provision of the Ralph M. Brown Act, California Government Code §§54950 et seq., the California Public Records Act (CPRA), G.C. §§6250 et seq., and possibly other laws, which may jeopardize the finality of the action taken by the El Segundo City Council (hereinafter referred to as "City Council") on October 4, 2011 at its 7:00 p.m. regular meeting.

The nature of the violation(s) are as follows: In its regular meeting of October 4, 2011, the City Council took action and, by a three to two split vote, adopted Resolutions approving city employee labor agreements, including Resolution No. 4738 approving the Memorandum of Understanding (Labor Agreement No. 4192) between the City of El Segundo and the El Segundo Firefighters' Association (FFA), and directing City staff to implement that MOU. This City Council action was taken even though the copy or version of the FFA MOU provided to the City Council members and to members of the public in the City Council meeting agenda packet, and in response to CPRA requests, was erroneous and incomplete, and was missing vital salary information and data.
To this day, the missing salary information and data has not been provided to me in response to my CPRA request made via email on September 26, 2011 (as "PRA Request ID 2011-09-26-ES-MR-001 - New City Employee Contracts") and by email and telephone thereafter (see Attachment 2, Exhibit "A", CPRA Request Email Thread). I further requested, "please provide the requested public records (employee contracts) without delay, pursuant to the California Public Records Act, Government [sic.] Code section 6250 et seq., the Ralph M. Brown Act open meeting law including specifically G.C. section 54957.5(a), and all applicable court decisions" and I stated that "Time is of the essence."

I believe the City Council action taken was not in compliance with the Ralph M. Brown Act, including but not limited to G.C. §54957.5, nor in compliance with the California Public Records Act, because the City Council voted on and approved in its open session meeting Resolution No. 4738 approving an incomplete and erroneous MOU document, Labor Agreement No. 4192, which was missing vital salary information and data referenced in multiple sections of the MOU.

The missing salary information and data, referenced as Exhibit 1 containing "Schedule 1" in the new FFA MOU, is the Rosetta Stone for analyzing and understanding the firefighter union compensation amounts, compounding, and cost to the taxpayers. Without it, it is impossible to adequately analyze, understand, and comment on the MOU. Furthermore, the taxpayer costs resulting from that information and data has been a matter of public controversy for more than a year prior to approval of the new FFA MOU. It must be the case that the missing salary information and data was not approved at all, or that it was discussed and approved in a closed session meeting not open to the public but was never approved in an open-session public meeting.

The missing information and data was not made available to me directly, nor to members of the public via the City's official Web site, despite my CPRA request made in writing specifically citing G.C. §54957.5 of the Ralph M. Brown Act as well as sections of the CPRA.

Furthermore, there was no finding of fact made by the City Council that urgent action was necessary on a matter unforeseen at the time the agenda was posted.

**Demand to Cure and Correct the Violations**

Therefore, pursuant to Government Code §54960.1; §54957.5; §§6250 et seq., including but not limited to §6252(e), §6252(g), and §6253.9(a); and all other applicable laws and court decisions, I demand that the City Council cure and correct the illegally taken action as follows:

1. Declare the previous approval of the El Segundo Firefighters' Association MOU and Resolution No. 4738 directing City staff to implement it null and void;
2. Provide a complete and accurate copy of the proposed MOU to every member of the City Council, to myself (in Microsoft Word format as originally requested) and to all other members of the public who requested a copy of the MOU under the California Public Records Act;

3. Post a description and link to the complete and accurate copy of the proposed MOU in a conspicuous place on the official City of El Segundo Web site at ElSegundo.org, preferably both on the main index page and also on the City Council Agendas page, together with an explanation that the previously approved MOU has been declared null and void because the MOU that was voted on was incomplete and inaccurate;

4. Schedule a new vote on the complete and accurate MOU at a properly noticed open-session regular meeting of the City Council;

5. Provide all necessary and appropriate training to City elected officials and staff members regarding their legal obligations and duties under the Ralph M. Brown Act open meeting law and the California Public Records Act within a reasonable time period; and

6. Take additional actions that are mutually agreed upon in writing.

As provided by G.C. §54960.1 you have 30 days from the receipt of this demand to either cure or correct the challenged action or inform me of your decision not to do so. If you fail to cure or correct as demanded, such inaction may leave me no recourse but to seek a judicial invalidation of the challenged action pursuant to G.C. §54960.1 and any other applicable laws, in which case I would seek the award of court costs and reasonable attorney fees pursuant to G.C. §54960.5.

If the City can cite any applicable state law code sections, state government regulations, and relevant court decisions that justify its actions, I will review any such information together with the City's response in reaching a decision on whether further action will be necessary.

Respectfully yours,

Michael D. Robbins
MikeRobbins2@yahoo.com
P.O. Box 2193
El Segundo, CA 90245
310-322-4314

Two Attachments:
Attachment 1, Additional Details of Alleged Violations.
Attachment 2, Exhibit "A", CPRA Request Email Thread.
Attachment 1

Additional Details of Alleged Violations

Additional Specific Details of Alleged Violation(s)

The following are more specific details regarding the alleged violation(s).

The subject agenda item, Consent Agenda item E-12, was described as follows in the agenda packet:

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)

The recommended council action was stated as follows:

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

The "Background and Discussion" section stated, "Agreement was reached on September 27, 2011."

The approved and signed minutes for the October 4, 2011 regular meeting of the City Council state the following:

(The minutes are available for download as file "2011-10-04 CC Minutes.pdf" from the City of El Segundo official web site at:

12. PULLED FOR DISCUSSION BY MAYOR BUSCH

CALL ITEMS FROM CONSENT AGENDA

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)
MOTION by Mayor Busch, SECONDED by Mayor Pro Tem Fisher to Adopt Resolution No. 4738 approving the Memorandum of Understanding (Labor Agreement No. 4192) between the City of El Segundo and the El Segundo Firefighters' Association. MOTION PASSED BY THE FOLLOWING VOICE VOTE. AYES: BUSCH, FISHER, JACOBSON. NOES: FUENTES, BRANN. 3/2

The subject MOU, Labor Agreement No. 4192, is titled (but in all uppercase letters) "Memorandum Of Understanding between City of El Segundo and El Segundo Firefighters Association, I.A.F.F. Local 3682, for October 1, 2011 through September 30, 2013."

The MOU states the following on page 3, Agenda Packet page 173, ARTICLE 2 - SALARIES, Section 2.01 SALARIES, 5:

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."

MOU sections following Section 2.01, either directly or indirectly, reference the missing Exhibit 1 entitled "Schedule 1", including but not necessarily limited to the following sections:

Section 2.02 SCHEDULE OF CLASSES BY SERIES,
Section 2.03 SALARY SCHEDULE CALCULATION METHODOLOGY,
Section 2.05 BASE SALARY SCHEDULE-STEP ADVANCEMENT,
Section 3.04 HAZARDOUS MATERIALS FIRST RESPONDER OPERATIONAL INCENTIVE PAY,
Section 4.01 INCENTIVE PAY; and
Section 5.01 TENURE AND COMPENSATION SCHEDULE.

However, the actual Exhibit 1 attached to the MOU in the City Council meeting agenda packet was titled "EXHIBIT I SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS OF PUNITIVE ACTION UNDER THE FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT" and did not contain any of the referenced salary information and data. Furthermore, no other attachment or document in the City Council meeting agenda packet contained the missing information and data, and no such information and data was provided in response to my written CPRA request and follow-up email and verbal requests. Furthermore, no explanation was provided indicating where the missing salary information and data could be obtained.
I made a written request under the CPRA, specifically referencing G.C. §54957.5(a) of the Ralph M. Brown Act, for all of the MOUs distributed to the City Council for consideration at the October 4, 2011 7:00 p.m. regular meeting of the City Council. This CPRA request was subsequently amended via email on September 26, 2011 to include "the agreements with the various associations related to FY 2011/2012". I was provided with the MOUs that were in the City Council meeting agenda packets and which were posted on the City of El Segundo official web site at:

City Council Meeting Agendas:
  http://www.elsegundo.org/depts/elected/agendas.asp

File "2011-10-04 CC Agenda Packet.pdf":

G.C. §54957.5 reads as follows (emphasis added):

"54957.5. (a) Notwithstanding Section 6255 or any other provisions of law, agendas of public meetings and any other writings, when distributed to all, or a majority of all, of the members of a legislative body of a local agency by any person in connection with a matter subject to discussion or consideration at an open meeting of the body, are disclosable public records under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), and shall be made available upon request without delay."

Therefore, if the City Council members voted on a different MOU document than the one provided to me and to the public in the agenda packet, I believe there was a violation of both the Ralph M. Brown Act and the CPRA.

The City Council took action on and approved the incomplete and erroneous MOU in the agenda packet as agenda item E-12 by a three to two vote, with Council Members Eric Busch, Bill Fisher, and Carl Jacobson voting "Yes", and Council Members Suzanne Fuentes and Don Brann voting "No".

In the event it appears to you that the conduct of the City Council specified herein did not amount to the taking of action, I call your attention to G.C. §54952.6, which defines "action taken" for the purposes of the Act expansively:

"54952.6. As used in this chapter, "action taken" means a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance."
As you are aware, 1986 amendments to the Brown Act created specific agenda obligations for notifying the public with a "brief description" of each item to be discussed or acted upon, and also created a legal remedy for illegally taken actions, namely the judicial invalidation of them upon proper findings of fact and conclusions of law.

I believe that providing a brief description of an agenda item to approve an expensive multi-million dollar, multi-year MOU for a city employee bargaining group, i.e., a labor contract or agreement, is insufficient without making the complete and accurate written MOU, contract, or agreement available for public inspection before the City Council hears public communications, and before the City Council considers and votes to approve the MOU and to adopt the City Resolution directing City staff to implement the MOU. Furthermore, there remains the question of what exactly did the City Council approve?

In addition, the "FISCAL IMPACT" statement in the accompanying staff report in the agenda packet provided an estimated savings for FY 2011/2012, but did not provide any estimated cost data for FY 2011/2012. Clearly, the El Segundo Firefighters’ Association will not be paying the City of El Segundo nearly a million dollars to work an entire year for the city. The staff report FISCAL IMPACT statement reads as follows:

"FISCAL IMPACT:
Total Fiscal Impact: Estimated Savings FY 2011/2012 of $997,430"

I believe the City Council action violated at least the spirit and probably the letter and intent of the Ralph M. Brown Act, the letter and intent of the California Public Records Act, and possibly other unspecified laws. It appears that in this case, the complete and accurate MOU was not even made available for City Council members to inspect before they voted to approve it and the City Council Resolution directing staff to implement it by a three to two split vote.

City Attorney's Explanation is Inadequate

El Segundo City Attorney Mark Hensley tried to explain and justify the missing salary information and data near the end of the November 1, 2011 7:00 p.m. regular meeting of the City Council, in response to a question from resident Marc Rener during the second Public Communications period. However, his response is inconsistent with the facts, and does not cure and correct the illegally taken action. Mr. Hensley claimed that the FFA MOU document included in the October 4, 2011 agenda packet was a marked-up version showing the differences between the previous FFA MOU and the new FFA MOU, and that the missing attachments were missing because there were no changes in them from the previous FFA MOU.

While it is true that the new FFA MOU in the October 4, 2011 agenda packet was in marked-up format, this explanation suffers from multiple problems.
First, there was no explanation anywhere in the agenda packet nor in responses to CPRA requests that the missing Exhibit 1 entitled "Schedule 1" was unchanged and identical to the previous FFA MOU.

Second, the previous and similar version of the new FFA MOU in the agenda packet for the September 28, 2011 5:30 p.m. special meeting of the City Council contained all the same references to Exhibit 1 entitled "Schedule 1", yet that MOU version also had an erroneous attachment identified as Exhibit 1 that contained "SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS OF PUNITIVE ACTION UNDER THE FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT". And that previous version of the new FFA MOU was a regular version and not a marked-up version. That previous version of the new MOU is available for download at:


Third, the Exhibit 1 entitled "Schedule 1" in the previous FFA MOU, MOU No. 3928, provided by the City in response to much earlier unrelated CPRA requests from myself and at least one other resident, and on its official Web site (as Consent Agenda item E11 in the revised agenda packet for the April 7, 2009 7:00 p.m. regular meeting of the City Council), contained illegible salary data.

That revised agenda packet PDF file is available for download under the title, "Council Meeting Agenda Packet 04-07-09 Revised" as file name " 2009-04-07 CC Agenda Packet Revised.pdf" at:

http://www.elsegundo.org/depts/elected/agendas.asp

However, members of the public were given no reason or direction to look there, and they would have difficulty finding that information on their own. They would have no way of knowing that the salary information in the previous FFA MOU was the same as the salary information in the new MOU, and would find it impossible to read the illegible salary data in the old MOU.

Possible Pattern of Interfering with Public Participation

Despite months of secret negotiations between the City Council and the city employee labor unions, including the El Segundo Firefighters' Association (FFA), the El Segundo Police Officers' Association (POA), and the El Segundo Police Managers' Association (PMA), through their respective negotiators, and more than a year of public controversy over the city employee compensation, pensions, and large raises given during the recession, the city manager, mayor, and City Council attempted to rush through approval of the new MOUs with less than 24 hours for all members of the City Council and members of the public, including myself, to even see the actual MOU documents.
They did this by scheduling a special meeting of the City Council on September 28, 2011, at 5:30 p.m. There was no urgency to approve the new MOUs before the old ones expired nor by the start of the new fiscal year on October 1, 2011. Thus, there was no need to use a special meeting requiring only 24-hour notice to the public. The 5:30 p.m. meeting time prevented at least one interested resident that I know of from being able to attend that meeting due to his work schedule.

Although that special meeting was canceled due to obvious shortcomings, it is part of what appears to be a pattern by the City Council and City officials of trying to prevent and suppress public review, participation, and oversight with regard to the approval of the new MOUs.

**Final MOU Approval May Have Effectively Taken Place Before Public Meeting**

The new FFA MOU in the September 28, 2011 special meeting agenda packet contained signatures of the FFA and City representatives, including the following:

**For the Union:**
- Chris Thomason, President
- Curt Crowson, Vice-President
- Tony Del Castillo, Vice President
- Joseph Inez, Treasurer
- Adam Kruse, Secretary

**For the City:**
- Doug Willmore, City Manager
- Kevin Smith, Fire Chief
- Deborah Cullen, Director of Finance/Human Resources
- Martha Dijkstra, Human Resources Manager

I believe that at least one City Council member who voted to approve all of the new MOUs and to adopt their respective Resolutions, including Resolution No. 4738 approving the new FFA MOU, Labor Agreement No. 4192, may have done so under the belief he was legally obligated or compelled to vote for approval because the new city manager and/or other City negotiators had already extended offers to the union negotiators, and those offers had been accepted by the unions, all in secret meetings without the opportunity for public review of the new MOU documents, public comment, and public participation before the final City Council vote on October 4, 2011 in an open-session public meeting and in subsequent meeting(s).

This is significant, because the motion to adopt the new MOU resolutions, including Resolution No. 4738, passed by a 3 to 2 split vote. Had only one City Council member voting for approval switched his vote, and voted against approval, the Resolutions and new MOUs would not have been approved, and further negotiations could ensue based on public review, public comment, and public participation.
Even if there is a risk the city employee unions might sue the City for "not negotiating in good faith" if the City Council allows public review, comment, and participation to influence the final labor contracts, I believe that risk and its consequences are considerably less severe than the risk of allowing city employee unions to hold the City hostage with excessive and unsustainable compensation and a guarantee of no employee layoffs for up to three years, even if economic conditions worsen and it bankrupts the City or causes other serious harm.

The new MOUs do not allow contract negotiations to be re-opened, no matter how much unbudgeted and uncontrollable City expenses increase, and even if City revenues decline by more than 20 percent over the three-year duration of the contracts. We should remember the recent bankruptcy of the city of Vallejo, California, which was caused primarily by its excessive and unsustainable firefighter and police union contracts.

**City Council Has Authority to Approve, Reject, or Modify Proposed Union Contracts**

I am not an attorney. However, it is my understanding that a contract consists of an offer and acceptance. A party can make a counter-offer, which then becomes the new offer, or can take the offer off the table at any time before final approval. So before final approval, any party can withdraw the offer or propose a modification.

Furthermore, the City Council, and not the City Manager or other members of the City's negotiating team, has the authority to set City policy, and to approve, disapprove, and modify funding for proposed expenditures in the City budget. The City Council can change its mind on funding issues as with other issues.

Otherwise, what is the purpose of having the City Council even vote on a city employee union contract offer or proposal if the City Council must always vote for approval of whatever MOU or contract the negotiators agree to present to the City Council for "final" approval in an open-session public City Council meeting? This goes against the basic principles of elected representative self-government.

Although I am not an attorney, I believe the City Attorney may have been wrong if he advised City Council members otherwise. It would not be the first time the City Attorney was wrong. He certainly did not help the City Manager get better negotiation results for the members of the public who were largely ignored in this entire "negotiation" process, yet will be forced to pay taxes to fund the new MOUs.

There was no signature bar on the MOUs for the mayor to sign, but only on the Resolutions approving the MOUs. Therefore, it would seem that the MOUs presented to the City Council for final approval by the City Council's negotiators should not be binding on the City Council. The City Council should be free to vote against approval based on public comment and participation.
If any City Council member voted to approve the MOUs due to concern the city employee unions might sue the City for "not negotiating in good faith", then that concern and the action taken based on that concern are in total conflict with the principles of representative self-government as recognized by the state and federal constitutions, the Ralph M. Brown Act, the CPRA, and other state and federal laws.

What is the purpose of having the City Council even vote on a city employee union contract offer or proposal presented by their negotiators if the City Council must always vote for approval?

Although the Ralph M. Brown Act "Open Meeting Law" has an exception that allows but does not require non-public meetings for labor contract negotiations, the Act would be seriously broken and fail to fulfill its intended purpose in this most important area of government spending, and the resultant taxation, if the final "official" vote to approve labor contracts in a public City Council meeting was a mere formality, and the contracts had already received de facto approval in a secret meeting by the City Council or its negotiators.

Furthermore, the failure to allow for effective and meaningful public review, comment, and public participation in the approval process for the firefighter and police MOUs is suspicious given the fact that the FFA and POA unions provided thousands of dollars in campaign support to help elect Mayor Eric Busch and Mayor Pro Tem Bill Fisher, both of whom voted to approve the MOUs, and the FFA and POA can equally provide thousands of dollars in campaign support to help replace them at future elections.

Unavoidable and Inherent Conflict of Interest

There is an unavoidable inherent conflict of interest in the existing system of allowing government employees to unionize and engage in collective bargaining, especially firefighter and police employees who are sworn public safety employees in positions of authority and public trust, while they necessarily retain their First Amendment rights to aggressively campaign for or against those City Council candidates who will negotiate with them and determine their compensation and pensions. This is why government employee compensation and pensions, especially those of the firefighter and police union members and their managers, have outpaced inflation and risen to wildly excessive and unsustainable levels that remind us of the city of Vallejo bankruptcy and the city of Bell scandal.

Government Unions Have Overwhelming Disproportionate Negotiating Power

The city employee unions have an overwhelming disproportionate amount of power when negotiating their contracts in secret with the City Council members or their assigned negotiators, as illustrated below. As a result, the voters and taxpayers are not
fairly and adequately represented at the labor contract bargaining table during the secret negotiations. Violations of the Ralph M. Brown Act and the California Public Records Act as they pertain to the labor contract negotiation and approval process are even more detrimental to the voters and taxpayers under these circumstances.

The voters and taxpayers deserve good faith representation at the labor contract bargaining table, but the negotiation results over at least the last fifteen years show this has not been the case.

As a minimum, it is necessary that the public have an opportunity to review the proposed contracts, express concerns and inform the City Council members, and propose changes before the labor contracts are a done deal. Ideally, there should be a minimum of 30 to 60 days for public review of the new labor contracts and public hearings with an opportunity for the City Council to modify the proposed contracts and negotiate further before final contract approval. This is especially true for multi-million dollar contracts lasting more than one year, and in this case, two or three years at the option of the unions. However, I recognize this is not a current legal requirement.

**Examples of Overwhelming Disproportionate Union Negotiating Power**

The firefighters' union alone can easily raise more than five times the campaign money as all City Council members combined. They have about fifty highly compensated members who only have to work two out of every six days due to their 48/96-hour work schedules, so they have plenty of boots on the ground to campaign door-to-door citywide many times and to man phone banks continuously during City Council campaigns.

This is not just theory or perception. This is reality.

The firefighters' union members have also abused their positions of authority and position of public trust to intimidate voters. In one election (in April 1992), they campaigned door-to-door citywide four times wearing their "El Segundo Firefighters' Association" tee-shirts, which implies officialdom, and is threatening and intimidating to many voters.

In another election (in April, 2004), the firefighters' union sent out a campaign letter on official letterhead threatening voters with "the possibility of our paramedics not being available when you need them" if their three endorsed candidates were not elected. Those candidates were current Mayor Eric Busch, current Mayor Pro Tem Bill Fisher, and former Mayor Sandra Jacobs. A scanned image of this campaign letter and the official envelope it was mailed in is available at the PublicSafetyProject.org website, at:

http://www.publicsafetyproject.org/elsegundo/elsegundo_payroll.html#senior_scare_letter

http://www.publicsafetyproject.org/elsegundo/senior_scare_letter_scan.html
The firefighters' union sent out a mailer featuring professional studio portrait photos of all three of them, endorsing them as the candidates preferred by the firefighters and police officers, and as the best candidates to elect for the voters' safety. In that same election, the firefighters' union president, Fire Captain Kevin Rehm, coordinated the campaign yard sign placement and maintenance for all three of those candidates. A sticker appeared on the campaign signs for all three endorsed candidates featuring Kevin Rehm's cellular phone number, (310) 422-9411.

The campaign sign stickers read:

"This sign has been placed with the permission of the owner. If you have any problems with this sign please call: (310) 422-9411 We will fix the problem ASAP. Thank you!"

This is all documented with photographs at the PublicSafetyProject.org web site, at:

http://www.publicsafetyproject.org/elsegundo/docs/slate_signs.html

(End of Attachment 1, Additional Details of Alleged Violations)
Attachment 2

Exhibit "A"

CPRA Request Email Thread

Subject: PRA Request ID # 2011-09-26-ES-MR-001 - New City Employee Contracts
Date: Monday, September 26, 2011 5:39 PM
From: "Mike Robbins" <mikerobbins2@yahoo.com>
To: CDonmann@ElSegundo.org, MShilling@ElSegundo.org, CMortesssen@ElSegundo.org
Cc: MikeRobbins2@yahoo.com

California Public Records Act (PRA) Request

Pursuant to the California Public Records request, and all relevant court decisions, please provide me without delay at my email address, MikeRobbins2@yahoo.com, in Microsoft Word file format and in PDF file format that supports searching, and copying and pasting of text into another file, copies of all city employee contracts to be considered for approval this week, as soon as they are available, signed or unsigned, whether or not approved/ratified by the city employees and/or their representatives.

Please use the PRA Request ID in the subject line of this email as a reference ID in the subject line of all correspondence related to this PRA request.

Please send a reply email to confirm receipt of this email.

Thank you.
Mike Robbins
MikeRobbins2@yahoo.com

Subject: RE: PRA Request ID # 2011-09-26-ES-MR-001 - New City Employee Contracts
Date: Monday, September 26, 2011 5:52 PM
From: "Shilling, Mona" <MShilling@elsegundo.org>
To: "Mike Robbins" <mikerobbins2@yahoo.com>
Cc: "Domann, Cathy" <CDomann@elsegundo.org>, "Mortesen, Cindy" 
    <CMortesen@elsegundo.org>

Mike,

This is to confirm we received your voice mail and the attached Public Records 
Request. We do not have New City Employee Contracts. I am assuming you are 
requesting the agreements with the various associations related to FY 2011/2012. If 
this assumption is incorrect let me know.

Thanks,
Mona F. Shilling
City Clerk's Office
City of El Segundo
350 Main Street
El Segundo, Ca. 90245
P (310) 524-2307
F (310) 322-6053

---

Subject: Your assumption is correct. RE: PRA Request ID # 2011-09-26-ES-MR-001 -
New City Employee Contracts
Date: Monday, September 26, 2011 7:08 PM
From: "Mike Robbins" <mikerobbins2@yahoo.com
To: mshilling@elsegundo.org
Cc: cdomann@elsegundo.org, cmortesen@elsegundo.org,
    MikeRobbins2@yahoo.com

Mona,

Your assumption regarding which city employee contracts this request applies to is 
correct.

Thank you for asking for clarification.

As I mentioned in my previous (original) email, but without the specific code citations 
provided herein, please provide the requested public records (employee contracts) 
without delay, pursuant to the California Public Records Act, Government Code section 
6250 et seq., the Ralph M. Brown Act open meeting law including specifically 
Government Code section 54957.5(a), and all applicable court decisions.
Time is of the essence, given the extremely short amount of time (24 hours) that is being provided to the public to obtain, read, analyze, and prepare comments on these long, complex, and expensive contracts before the City Council votes in a public meeting to give the final official approval for these contracts.

Sincerely,

Mike Robbins
MikeRobbins2@yahoo.com

Subject: RE: PRA Request ID # 2011-09-26-ES-MR-001 - New City Employee Contracts
Date: Tuesday, September 27, 2011 1:46 PM
From: "Mike Robbins" <mikerobbins2@yahoo.com>
To: cdomann@elsegundo.org, mshilling@elsegundo.org, cmortesen@elsegundo.org
Cc: MikeRobbins2@yahoo.com

Please forward this Public Records Act request to the appropriate person(s) (e.g., City labor attorney, City Attorney, City Manager, City Finance Director, etc.) to ensure that I am emailed signed or unsigned Microsoft Word and PDF files of the new employee contracts and agreements (to be considered for approval at the September 28, 2011 5:30 PM Special City Council Meeting) that are searchable for text keywords and that allow copying of text for pasting into another document file, without delay once the the contracts are made available in any form to the City Council, pursuant to the California Public Records Act, Government Code Sections 6250 et seq., and the Ralph M. Brown Act open meeting law, including specifically Government Code Section 54957.5(a).

Thank you in advance for your cooperation in this important matter.

Sincerely,

Mike Robbins
MikeRobbins2@yahoo.com

Subject: RE: PRA Request ID # 2011-09-26-ES-MR-001 - New City Employee Contracts
Attached is the City Council Agenda Packet for the Special Wednesday, September 28, 2011 meeting at 5pm closed session and 5:30pm open session.

Thank you,
Mona F. Shilling
City Clerk’s Office
City of El Segundo
350 Main Street
El Segundo, Ca. 90245
P (310) 524-2307
F (310) 322-6053

Subject: FW: PRA Request ID # 2011-09-26-ES-MR-001 - New City Employee Contracts - **5:30PM OPEN SESSION CANCELED **
Date: Wednesday, September 28, 2011 12:53 PM
From: "Shilling, Mona" <MShilling@elsegundo.org>
To: "Mike Robbins" <mikerobbins2@yahoo.com>
Cc: "Domann, Cathy" <CDomann@elsegundo.org, "Mortensen, Cindy" <CMortensen@elsegundo.org>

PLEASE NOTE: THIS EMAIL IS TO NOTIFY YOU THE 5:30PM OPEN SESSION PORTION OF THE SEPTEMBER 28, 2011 CITY COUNCIL SPECIAL MEETING HAS BEEN CANCELED.

Thank you,
Mona F. Shilling
City Clerk’s Office
City of El Segundo
350 Main Street
Subject: Re: FW: PRA Request ID # 2011-09-26-ES-MR-001 - New City Employee Contracts - ** 5:30PM OPEN SESSION CANCELED **
Date: Wednesday, September 28, 2011 1:12 PM
From: "Mike Robbins" <mikerobbins2@yahoo.com>
To: MShilling@ElSegundo.org
Cc: CDomann@ElSegundo.org, CMortesen@ElSegundo.org, MikeRobbins2@yahoo.com

Thank you very much for letting me know about the meeting cancellation.

It only makes sense to give the City Council members and the public sufficient time, certainly more than 24 hours, to review the new City employee union contracts.

Mike Robbins
mikerobbins2@yahoo.com

Subject: FW: PRA Request ID # 2011-09-26-ES-MR-001 - New City Employee Contracts - ** 5:30PM OPEN SESSION CANCELED **
Date: Friday, September 30, 2011 6:25 PM
From: "Shilling, Mona" <MShilling@elsegundo.org>
To: "Mike Robbins" <mikerobbins2@yahoo.com>
Cc: "Domann, Cathy" <CDomann@elsegundo.org>, "Mortesen, Cindy" <CMortesen@elsegundo.org>
Attachments: 1 File (9526KB)
"2011-10-04 CC Agenda Packet.pdf2011-10-04 CC Agenda Packet.pdf"

Mike,

Attached is the City Council Agenda Packet for the Regular, October 4, 2011 meeting; items 12 thru 16 are related to the Labor Groups.
Thanks,
Mona F. Shilling
City Clerk's Office
City of El Segundo
350 Main Street
El Segundo, Ca. 90245
P (310) 524-2307
F (310) 322-6053

=================================

(End of Attachment 2, Exhibit "A", CPRA Request Email Thread)
November 15, 2011

VIA ELECTRONIC MAIL

Mr. Mike Robbins
MikeRobbins2@yahoo.com

RE: Correspondence dated November 3, 2011

Dear Mr. Robbins:

The City of El Segundo received your correspondence dated November 3, 2011. As you are aware, your lengthy letter makes several different allegations regarding the City Council’s actions relating to the recently approved memorandum of understanding with the El Segundo Firefighters Association (“MOU”). Among other things, your correspondence alleges that the City Council violated the Ralph M. Brown Act (Government Code §§ 54950-54962) on October 4, 2011 (the “October Meeting”). The crux of this allegation is that the City Council was provided a copy of an exhibit to the MOU (Item E-12 on the October Meeting Agenda), but the public was not. Your letter states that this violates Government Code § 54957.5.

In relevant part, Government Code § 54957.5 provides that

“[A]gendas of public meetings and any other writings, when distributed to all, or a majority of all, of the members of a legislative body of a local agency by any person in connection with a matter subject to discussion or consideration at an open meeting of the body, are disclosable public records under the California Public Records Act ... and shall be made available upon request without delay.” (Emphasis added).
After reviewing the various documents provided to the City Council on the dates you mentioned in your correspondence (April 7, 2009; September 28, 2011; October 4, 2011; and November 1, 2011), along with all documents available to the public at that time, I do not believe that a Brown Act violation occurred. Copies of all Agenda Packets are available online (www.elsegundo.org) for public review and hardcopies are available in the City Clerk’s office.

As shown by the documents in the October Meeting Agenda Packet, Exhibit 1 to the MOU was not distributed to the City Council at that time. What was distributed to the City Council was a redlined copy of the MOU (showing changes from the documents distributed on September 28, 2011) along with Exhibit “I” (not, as your letter claims, an erroneously titled Exhibit “1”).

As shown on Master Page 209 of the October Meeting Agenda Packet, Exhibit I

“is the discipline-related policy and procedure which has been drafted in accord with the requirements of Government Code § 3250 et. seq. [sic], the Firefighters Procedural Bill of Rights Act.”

Exhibit I was included in the October Meeting version of the MOU because – as reflected in the redlined language found on Master Page 209 – it was a new addition to the MOU not previously reviewed by the City Council.

In contrast, Exhibit 1 to the MOU (see Master Page 173 of the October Meeting Agenda Packet)

“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.’”

Exhibit 1 shows the base salaries of Fire Department employees. This document is a public record and was – and is – available for public review. While Exhibit 1 was not distributed to the City Council at the October Meeting, it was – and is – available at the City’s website and in the City Clerk’s office. The URL for the entire MOU is:


Please note that before November 3, 2011, Exhibit 1 to the MOU was listed separately on the City’s website. I enclosed a printout of the website as it appeared before that date for your convenience. In addition, I enclosed Exhibit 1 to the MOU.
November 15, 2011
Page 3

I note that a copy of the MOU – with Exhibit 1 – was provided to you over three months ago in response to your August 2, 2011 Public Records Request. Again, the City's MOUs have been and continue to be available to the public. The City's records clearly show that you are aware of this fact.

While it is not legally required, I will place the entire MOU on the consent calendar for the next available regular meeting along with copies of your letter and this response as a receive and file action. Please contact the City Clerk's office at 310-524-2307 if you have any questions.

Sincerely,

Karl H. Berger
Assistant City Attorney for the City of El Segundo

C: Mayor, Mayor Pro-Tem, City Councilmembers
Doug Willmore, City Manager
Mark D. Hensley, City Attorney
Memorandums of Understanding (MOU's)

Memorandums of Understanding (or MOU's) are contracts, or agreements, between the City and the represented bargaining units. Each employee association participates in the collective bargaining process with the City to negotiate wages, hours and other terms and conditions of employment and the agreements reached are contained in each MOU.

In the State of California, Government Code sections 3500-3510, also known as the Meyers-Milias-Brown Act (MMBA), govern labor-management relationships within local governments. The City's Employer-Employee resolution (City Council Resolution #3208) provides local procedures for employer-employee relations under the MMBA.

<table>
<thead>
<tr>
<th>Bargaining Unit (link to MOU)</th>
<th>Term of Agreement</th>
<th>Side Letters</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Employees' Association (CEA)</td>
<td>October 1, 2010 - September 30, 2011</td>
<td>CEA Side Letter to 2010-11 MOU (signed 10/1/11)</td>
</tr>
<tr>
<td>Police Managers' Association (PMA)</td>
<td>October 1, 2011 - September 30, 2013</td>
<td></td>
</tr>
<tr>
<td>Police Officers' Association (POA)</td>
<td>October 1, 2011 - September 30, 2013</td>
<td></td>
</tr>
<tr>
<td>Police Support Services Association (PSSA)</td>
<td>October 1, 2010 - September 30, 2011</td>
<td></td>
</tr>
<tr>
<td>Supervisory and Professional Employees' Association (SPEA)</td>
<td>October 1, 2009 - September 30, 2012</td>
<td>SPHA Side Letter to 2009-12 MOU (signed 10/1/11)</td>
</tr>
</tbody>
</table>

file://C:\MOUS.htm

11/8/2011
### Exhibit 1

**CITY OF EL SEGUNDO**  
**FIREFIGHTER SALARY TABLE**  
**EFFECTIVE OCTOBER 2011**

<table>
<thead>
<tr>
<th>RANGE</th>
<th>POSITION</th>
<th>MONTHLY BASE PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>483</td>
<td>FIREFIGHTER</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step A 5,380.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step B 5,640.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step C 5,912.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step D 6,196.89</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step E 6,499.33</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step F 6,814.79</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RANGE</th>
<th>POSITION</th>
<th>MONTHLY BASE PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>497</td>
<td>FIRE ENGINEER</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step A 6,512.27</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step B 6,628.38</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step C 7,160.29</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step D 7,506.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step E 7,874.74</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RANGE</th>
<th>POSITION</th>
<th>MONTHLY BASE PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>510</td>
<td>FIRE CAPTAIN</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step A 7,523.82</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step B 7,690.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step C 8,275.53</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step D 8,679.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Step E 9,104.28</td>
<td></td>
</tr>
</tbody>
</table>
## Exhibit 1 / Schedule 1

**CITY OF EL SEGUNDO**  
**FIREFIGHTER SALARY TABLE**  
**EFFECTIVE: OCTOBER 2008**  
**CONVERSION TO FLAT INCENTIVES (EXCEPT PM LEVEL 2 AND PM LEVEL 3)**

<table>
<thead>
<tr>
<th>RANGE</th>
<th>POSITION</th>
<th>STEP</th>
<th>HAZ MAT</th>
<th>FIRE UNITS</th>
<th>AA 7.5 YRS</th>
<th>BA 10 YRS</th>
<th>MA 15 YRS</th>
<th>LONG 6.5 LEV 1</th>
<th>LONG 13 LEV 2</th>
<th>LONG 19.5 LEV 3</th>
<th>LONG 26 LEV 4</th>
<th>PM LEV 1</th>
<th>PM LEV 2</th>
<th>PM LEV 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>483</td>
<td>FIREFIGHTER</td>
<td>Step A</td>
<td>144.36</td>
<td>.14436</td>
<td>144.36</td>
<td>792.5</td>
<td>1,219.24</td>
<td>505.27</td>
<td>748.99</td>
<td>998.66</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step B</td>
<td>151.33</td>
<td>.15133</td>
<td>151.33</td>
<td>794.09</td>
<td>1,221.67</td>
<td>529.67</td>
<td>785.16</td>
<td>1,048.88</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step C</td>
<td>158.65</td>
<td>.15865</td>
<td>158.65</td>
<td>796.5</td>
<td>1,226.2</td>
<td>555.29</td>
<td>823.13</td>
<td>1,097.51</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step D</td>
<td>166.34</td>
<td>.16634</td>
<td>166.34</td>
<td>798.89</td>
<td>1,230.76</td>
<td>582.19</td>
<td>863.01</td>
<td>1,150.67</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step E</td>
<td>174.41</td>
<td>.17441</td>
<td>174.41</td>
<td>801.04</td>
<td>1,234.43</td>
<td>610.44</td>
<td>904.87</td>
<td>1,206.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step F</td>
<td>182.69</td>
<td>.18269</td>
<td>182.69</td>
<td>803.2</td>
<td>1,238.18</td>
<td>640.10</td>
<td>948.83</td>
<td>1,265.11</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RANGE</th>
<th>POSITION</th>
<th>STEP</th>
<th>HAZ MAT</th>
<th>FIRE UNITS</th>
<th>AA 7.5 YRS</th>
<th>BA 10 YRS</th>
<th>MA 15 YRS</th>
<th>LONG 6.5 LEV 1</th>
<th>LONG 13 LEV 2</th>
<th>LONG 19.5 LEV 3</th>
<th>LONG 26 LEV 4</th>
<th>PM LEV 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>497</td>
<td>ENGINEER</td>
<td>Step A</td>
<td>174.76</td>
<td>.17476</td>
<td>524.28</td>
<td>757.29</td>
<td>1,165.06</td>
<td>407.77</td>
<td>990.3</td>
<td>1,572.83</td>
<td>2,271.87</td>
<td>611.66</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step B</td>
<td>183.25</td>
<td>.18325</td>
<td>549.75</td>
<td>794.09</td>
<td>1,221.67</td>
<td>427.59</td>
<td>1,038.42</td>
<td>1,649.26</td>
<td>2,382.26</td>
<td>641.38</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step C</td>
<td>192.17</td>
<td>.19217</td>
<td>576.5</td>
<td>832.72</td>
<td>1,281.12</td>
<td>448.39</td>
<td>1,086.95</td>
<td>1,729.51</td>
<td>2,498.17</td>
<td>672.59</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step D</td>
<td>201.53</td>
<td>.20153</td>
<td>604.59</td>
<td>873.29</td>
<td>1,343.53</td>
<td>470.24</td>
<td>1,142.0</td>
<td>1,813.76</td>
<td>2,619.88</td>
<td>705.35</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step E</td>
<td>211.36</td>
<td>.21136</td>
<td>634.08</td>
<td>915.89</td>
<td>1,409.06</td>
<td>493.17</td>
<td>1,197.7</td>
<td>1,902.24</td>
<td>2,747.67</td>
<td>739.76</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RANGE</th>
<th>POSITION</th>
<th>STEP</th>
<th>HAZ MAT</th>
<th>FIRE UNITS</th>
<th>AA 7.5 YRS</th>
<th>BA 10 YRS</th>
<th>MA 15 YRS</th>
<th>LONG 6.5 LEV 1</th>
<th>LONG 13 LEV 2</th>
<th>LONG 19.5 LEV 3</th>
<th>LONG 26 LEV 4</th>
<th>PM LEV 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>510</td>
<td>CAPTAIN</td>
<td>Step A</td>
<td>201.93</td>
<td>.20193</td>
<td>605.8</td>
<td>679.04</td>
<td>1,346.22</td>
<td>471.18</td>
<td>1,144.29</td>
<td>1,817.39</td>
<td>2,625.13</td>
<td>706.76</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step B</td>
<td>211.78</td>
<td>.21178</td>
<td>635.35</td>
<td>917.73</td>
<td>1,411.89</td>
<td>494.16</td>
<td>1,200.1</td>
<td>1,906.05</td>
<td>2,753.16</td>
<td>741.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step C</td>
<td>222.13</td>
<td>.22213</td>
<td>666.38</td>
<td>962.55</td>
<td>1,480.84</td>
<td>516.29</td>
<td>1,258.71</td>
<td>1,999.13</td>
<td>2,887.64</td>
<td>777.44</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step D</td>
<td>232.99</td>
<td>.23299</td>
<td>696.96</td>
<td>1,009.81</td>
<td>1,553.24</td>
<td>543.83</td>
<td>1,320.25</td>
<td>2,096.87</td>
<td>3,028.82</td>
<td>615.45</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step E</td>
<td>244.39</td>
<td>.24439</td>
<td>733.17</td>
<td>1,059.02</td>
<td>1,629.26</td>
<td>570.24</td>
<td>1,384.87</td>
<td>2,199.5</td>
<td>3,177.06</td>
<td>655.36</td>
</tr>
</tbody>
</table>
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
<table>
<thead>
<tr>
<th>ARTICLE 1</th>
<th>GENERAL PROVISIONS</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1.01</td>
<td>Preamble</td>
<td>1</td>
</tr>
<tr>
<td>Section 1.02</td>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>Section 1.03</td>
<td>Management Rights</td>
<td>1</td>
</tr>
<tr>
<td>Section 1.04</td>
<td>Savings Clause</td>
<td>2</td>
</tr>
<tr>
<td>Section 1.05</td>
<td>No Strike Clause</td>
<td>2</td>
</tr>
<tr>
<td>Section 1.06</td>
<td>Maintenance of Existing Benefits</td>
<td>2</td>
</tr>
<tr>
<td>Section 1.07</td>
<td>Non-Discrimination Clause</td>
<td>3</td>
</tr>
<tr>
<td>Section 1.08</td>
<td>Notice to Meet and Confer</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>SALARIES</td>
<td></td>
</tr>
<tr>
<td>Section 2.01</td>
<td>Salaries</td>
<td>3</td>
</tr>
<tr>
<td>Section 2.02</td>
<td>Schedule of Classes by Series</td>
<td>4</td>
</tr>
<tr>
<td>Section 2.03</td>
<td>Salary Schedule Calculation Methodology</td>
<td>4</td>
</tr>
<tr>
<td>Section 2.04</td>
<td>Regular Rate of Pay</td>
<td>4</td>
</tr>
<tr>
<td>Section 2.05</td>
<td>Base Salary Schedule - Step Advancement</td>
<td>5</td>
</tr>
<tr>
<td>Section 2.06</td>
<td>Firefighter Compensation/Probationary</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Period</td>
<td></td>
</tr>
<tr>
<td>Section 2.07</td>
<td>Change in Anniversary Date &amp; Range Number</td>
<td>5</td>
</tr>
<tr>
<td>Section 2.08</td>
<td>Salary Placement on Promotion</td>
<td>5</td>
</tr>
<tr>
<td>Section 2.09</td>
<td>Garnishments</td>
<td>6</td>
</tr>
<tr>
<td>Section 2.10</td>
<td>Flexible Spending Account</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>Incentive Compensation</td>
<td></td>
</tr>
<tr>
<td>Section 3.01</td>
<td>Paramedic Special Assignment Pay</td>
<td>6</td>
</tr>
<tr>
<td>Section 3.02</td>
<td>Paramedic License Incentive</td>
<td>7</td>
</tr>
<tr>
<td>Section 3.03</td>
<td>Fire Staff Premium Pay</td>
<td>8</td>
</tr>
<tr>
<td>Section 3.04</td>
<td>Hazardous Material Incentive Pay</td>
<td>8</td>
</tr>
<tr>
<td>Section 3.05</td>
<td>Light-Duty Pay</td>
<td>8</td>
</tr>
<tr>
<td>Section 3.06</td>
<td>Fire Investigator Premium Pay</td>
<td>8</td>
</tr>
<tr>
<td>Section 3.07</td>
<td>Tiller Premium Pay</td>
<td>8</td>
</tr>
<tr>
<td>Section 3.08</td>
<td>Driver's License Premium Pay</td>
<td>8</td>
</tr>
<tr>
<td>Section 3.09</td>
<td>Requesting Incentive Compensation</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>EDUCATIONAL PROGRAM</td>
<td></td>
</tr>
<tr>
<td>Section 4.01</td>
<td>Incentive Pay</td>
<td>10</td>
</tr>
<tr>
<td>Section 4.02</td>
<td>Eligibility</td>
<td>10</td>
</tr>
<tr>
<td>Section 4.03</td>
<td>Continuous Training</td>
<td>11</td>
</tr>
</tbody>
</table>
ARTICLE 5  LONGEVITY ACHIEVEMENT PAY
Section 5.01 Tenure and Compensation Schedule  Page 11
Section 5.02 Eligibility  Page 11

ARTICLE 6  INSURANCE ACTIVE EMPLOYEES
Section 6.01 Basic Health and Medical Insurance  Page 12
Section 6.02 Optical Insurance Provider  Page 12
Section 6.03 Health Insurance Formula  Page 12
Section 6.04 Dental, Optical and Life Insurance  Page 12
Section 6.05 Long-Term Disability Insurance  Page 12
Section 6.06 Catastrophic Leave Program  Page 13
Section 6.07 Long-Term Care Group Insurance  Page 14
Section 6.08 Medical Insurance Continuation  Page 14
Section 6.09 Maximum City Funding  Page 14
Section 6.10 Reopen on Health Care Provider  Page 14

ARTICLE 7  INSURANCE RETIRED EMPLOYEES
Section 7.01 City Sponsored Medical Insurance Plans  Page 15
Section 7.02 Other Medical Insurance Plans  Page 15
Section 7.03 Eligibility Retiree Medical Insurance  Page 15

ARTICLE 8  SICK LEAVE
Section 8.01 Sick Leave Accrual  Page 15
Section 8.02 Sick Leave Usage for Family Care  Page 15
Section 8.03 Sick Leave Payment upon Separation  Page 16
Section 8.04 Sick Leave Pay upon Disability Retirement  Page 16
Section 8.05 Sick Leave Pay upon Death  Page 16
Section 8.06 Annual Payment for Hours Over Maximum  Page 16

ARTICLE 9  VACATION
Section 9.01 Accrual - 40-Hour Work Week  Page 17
Section 9.02 Accrual - 24-Hour Shift  Page 17
Section 9.03 Vacation Eligibility  Page 17
Section 9.04 Vacation Buy Back  Page 17
Section 9.05 Vacation Accrual on IOD  Page 18
Section 9.06 Promotion and Transfer Eligibility  Page 18
Section 9.07 Payout on Termination  Page 18
Section 9.08 Emergency Use  Page 18
Section 9.09 Limited Use Time  Page 18

ARTICLE 10  OVERTIME

MOU Between the City of El Segundo and IAFF Local 3682
10/1/11 TO 9/30/13
Amended 9/27/2011: City [Signature] Union [Signature]
Section 10.01 General
Section 10.02 Overtime under FLSA
Section 10.03 Recall/Forced Hire Compensation

ARTICLE 11
DEFERRED COMPENSATION PROGRAM
Section 11.01 Eligibility / Program Administrator
Section 11.02 Deferred Compensation Matching Funds

ARTICLE 12
RETIREMENT - PERS
Section 12.01 Three Percent at Fifty-Five
Section 12.02 Survivors Benefit
Section 12.03 Retirement Formula
Section 12.04 PERS Payment Pick-Up
Section 12.05 PERS Cost-Sharing

ARTICLE 13
UNIFORM AND SAFETY EQUIPMENT
Section 13.01 Uniform Maintenance Program
Section 13.02 Cal OSHA/ Fed OSHA Uniform Requirements
Section 13.03 Department Uniform Officer

ARTICLE 14
BEREAVEMENT LEAVE
Section 14.01 General
Section 14.02 Use of Other Leaves
Section 14.03 Documentation

ARTICLE 15
COMPUTER LOAN PROGRAM
Section 15.01 General
Section 15.02 Initial Loan
Section 15.03 Eligible Purchases

ARTICLE 16
SAFETY COMMITTEE
Section 16.01 Selecting Members
Section 16.02 Purpose
Section 16.03 Meetings

ARTICLE 17
TRAINING REIMBURSEMENTS
Section 17.01 Paramedic Training Reimbursement
Section 17.02 Department Instructor Training

ARTICLE 18
EDUCATIONAL REIMBURSEMENTS
Section 18.01 Reimbursement for Courses
Section 18.02 Reimbursement for Tuition and Books
<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>19.01</td>
<td>General</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>19.02</td>
<td>Method for Filling Vacancies</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>19.03</td>
<td>Guidelines</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>19.04</td>
<td>Parameters for Conferring</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>19.05</td>
<td>Determination of Appointment</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>19.06</td>
<td>Intent of Policy</td>
<td>28</td>
</tr>
<tr>
<td>20</td>
<td>20.01</td>
<td>Limited Maintenance and Repair</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>20.02</td>
<td>Administrative Offices (Fire Station #1)</td>
<td>29</td>
</tr>
<tr>
<td>21</td>
<td>21.01</td>
<td>Equal Benefits</td>
<td>29</td>
</tr>
<tr>
<td></td>
<td>21.02</td>
<td>Working and Reporting</td>
<td>29</td>
</tr>
<tr>
<td></td>
<td>21.03</td>
<td>Light Duty</td>
<td>29</td>
</tr>
<tr>
<td></td>
<td>21.04</td>
<td>Leave</td>
<td>29</td>
</tr>
<tr>
<td></td>
<td>21.05</td>
<td>Notice of Leave</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>21.06</td>
<td>Returning to Work</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>21.07</td>
<td>Comparable Position</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>21.08</td>
<td>Rights</td>
<td>31</td>
</tr>
<tr>
<td>22</td>
<td>22.01</td>
<td>Disability Retirement Appeal Procedures</td>
<td>31</td>
</tr>
<tr>
<td></td>
<td>22.02</td>
<td>Annual Fitness for Duty Procedures</td>
<td>31</td>
</tr>
<tr>
<td></td>
<td>22.03</td>
<td>Injury on Duty Procedures</td>
<td>31</td>
</tr>
<tr>
<td></td>
<td>22.04</td>
<td>Modified Duty Procedures</td>
<td>31</td>
</tr>
<tr>
<td></td>
<td>22.05</td>
<td>Rehire Policies</td>
<td>32</td>
</tr>
<tr>
<td></td>
<td>22.06</td>
<td>Rank for Rank Policy</td>
<td>32</td>
</tr>
<tr>
<td></td>
<td>22.07</td>
<td>Drug-Free Workplace Policy</td>
<td>32</td>
</tr>
<tr>
<td></td>
<td>22.08</td>
<td>Layoff and Recall Policy</td>
<td>32</td>
</tr>
<tr>
<td></td>
<td>22.09</td>
<td>Grievance Procedure</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>22.10</td>
<td>Shift Trade Policy</td>
<td>38</td>
</tr>
<tr>
<td></td>
<td>22.11</td>
<td>No Smoking Policy</td>
<td>39</td>
</tr>
<tr>
<td></td>
<td>22.12</td>
<td>Medical Examination Policy</td>
<td>39</td>
</tr>
<tr>
<td></td>
<td>22.13</td>
<td>Military Leave Policy</td>
<td>39</td>
</tr>
<tr>
<td></td>
<td>22.14</td>
<td>Election Day Voting Policy</td>
<td>39</td>
</tr>
</tbody>
</table>
Section 22.15 Jury Duty
Section 22.16 Firefighters Procedural Bill of Rights

ARTICLE 23 UNION BUSINESS
Section 23.01 Bulletin Boards
Section 23.02 Union Meetings
Section 23.03 Conduct of Union/Association Business
Section 23.04 Agency Shop Clause

ARTICLE 24 HOLIDAYS
Section 24.01 Accumulation
Section 24.02 Annual Payment
Section 24.03 PERS Pick-Up

ARTICLE 25 MISCELLANEOUS
Section 25.01 Promotional Examination Requirements
Section 25.02 Opportunity to Review Materials
Section 25.03 Training Public and Employees

ARTICLE 26 SCHEDULE
Section 26.01 Schedule - Suppression Employees

ARTICLE 27 TERM
Section 27.01 Term

ARTICLE 28 LIMITED LAYOFFS
Section 28.01 No Layoffs

ARTICLE 29 COLA
Section 29.01 Cost of Living Adjustment

ARTICLE 30 SIGNATURES
Section 30.01 Signatures

EXHIBIT I Supplemental Procedures for Appeals By Firefighters of Punitive Action Under the Firefighters Procedural Bill of Rights

MOU Between the City of El Segundo and IAFF Local 3682
10/1/11 TO 9/30/13
Amended 9/27/2011: City Union

137
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
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.

MOU Between the City of El Segundo and IAFF Local 3682
10/1/11 TO 9/30/13
Amended 9/27/2011: City  Union
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:

<table>
<thead>
<tr>
<th>Position</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter</td>
<td>483</td>
</tr>
<tr>
<td>Engineer</td>
<td>497</td>
</tr>
<tr>
<td>Captain</td>
<td>510</td>
</tr>
</tbody>
</table>

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 therefrom 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, PM 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, PM level 3.

   d. Paramedics working under any of the staffing policies to replace a firefighter position shall be compensated at pay equal to PM 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 paramedics 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 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 “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. Employees with two or more years of service with the El Segundo Fire Department and possessing a valid Commercial Class "B" 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 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 dependents 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 (100) 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 $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

MOU Between the City of El Segundo and IAFF Local 3682
10/1/11 TO 9/30/13
Amended 9/27/2011: City Union
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 in excess of 40 hours in a 7-day work period.

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’ 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 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 if I have deducted from my final paycheck any Educational Reimbursement funds received under this program if I 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.

MOU Between the City of El Segundo and IAFF Local 3682
10/1/11 TO 9/30/13
Amended 9/27/2011: City Union
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.

MOU Between the City of El Segundo and IAFF Local 3682
10/1/11 TO 9/30/13
Amended 9/27/2011: City [Signature] Union [Signature]
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.

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. 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

1. The parties have agreed upon a disability retirement appeal procedure dated May 2010.

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 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) 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 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) 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) 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) 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) 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) 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) 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) 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) 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) business days after termination of Step 2. The Grievant(s) or Union Representative and the City Manager shall, within seven (7) 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) 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) 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 Fire Fighters 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 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 to the Union proof of affiliation with such a religious body or sect.

In lieu of union dues or agency fee, the employee claiming religious exemption shall be required to 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

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.

MOU Between the City of El Segundo and IAFF Local 3682
10/1/11 TO 9/30/13
Amended 9/27/2011: City [Signature]  Union [Signature]
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 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 - 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 fifty-two (52) initialed pages, including the cover, index, Exhibit I and signature pages, is made and entered into between the Union and the City as amended

9/27/2011 CC

For the Union:
Chris Thomason, President
Curt Crowson, Vice-President
Tony del Castillo, Vice President
Joseph Inez, Treasurer
Adam Kruse, Secretary

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.

¹ The Los Angeles County Civil Service Commission and the El Segundo City Council shall be referred to 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.
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.

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 §§ 11450.05 - 11450.50.

c. 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.

iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.

f. 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.

g. 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.

h. 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.

i. 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.
CITY OF EL SEGUNDO  
FIREFIGHTER SALARY TABLE  
EFFECTIVE OCTOBER 2011

<table>
<thead>
<tr>
<th>RANGE</th>
<th>POSITION</th>
<th>MONTHLY BASE PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>STEP</td>
</tr>
<tr>
<td>483</td>
<td>FIREFIGHTER</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step A: 5,380.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step B: 5,640.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step C: 5,912.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step D: 6,198.89</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step E: 6,499.33</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step F: 6,814.79</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RANGE</th>
<th>POSITION</th>
<th>MONTHLY BASE PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>STEP</td>
</tr>
<tr>
<td>497</td>
<td>FIRE ENGINEER</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step A: 6,512.27</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step B: 6,828.38</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step C: 7,160.29</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step D: 7,508.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step E: 7,874.74</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RANGE</th>
<th>POSITION</th>
<th>MONTHLY BASE PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>STEP</td>
</tr>
<tr>
<td>510</td>
<td>FIRE CAPTAIN</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step A: 7,523.82</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step B: 7,890.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step C: 8,275.53</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step D: 8,679.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step E: 9,104.28</td>
</tr>
</tbody>
</table>
## Exhibit 1 / Schedule 1

**CITY OF EL SEGUNDO**  
**FIREFIGHTER SALARY TABLE**  
**EFFECTIVE: OCTOBER 2008**  
**CONVERSION TO FLAT INCENTIVES (EXCEPT PM LEVEL 2 AND PM LEVEL 3)**

<table>
<thead>
<tr>
<th>RANGE</th>
<th>POSITION</th>
<th>STEP</th>
<th>HAZ MAT</th>
<th>FIRE UNITS</th>
<th>AA 7.5 YRS</th>
<th>AA 10 YRS</th>
<th>AA 15 YRS</th>
<th>LONG 6.5 LEV 1</th>
<th>LONG 6.5 LEV 2</th>
<th>LONG 6.5 LEV 3</th>
<th>LONG 13 LEV 4</th>
<th>PM LEV 1</th>
<th>PM LEV 2</th>
<th>PM LEV 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>483</td>
<td>FIREFIGHTER</td>
<td>Step A</td>
<td>144.36</td>
<td>[144.36]</td>
<td>[144.36]</td>
<td>[144.36]</td>
<td>[144.36]</td>
<td>505.27</td>
<td>748.99</td>
<td>1,996.66</td>
<td>529.67</td>
<td>765.16</td>
<td>1,104.68</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step B</td>
<td>151.33</td>
<td>[151.33]</td>
<td>[151.33]</td>
<td>[151.33]</td>
<td>[151.33]</td>
<td>555.29</td>
<td>823.13</td>
<td>1,697.51</td>
<td>610.48</td>
<td>904.87</td>
<td>1,206.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step C</td>
<td>158.65</td>
<td>[158.65]</td>
<td>[158.65]</td>
<td>[158.65]</td>
<td>[158.65]</td>
<td>582.19</td>
<td>863.01</td>
<td>1,750.67</td>
<td>640.10</td>
<td>948.83</td>
<td>1,285.11</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step D</td>
<td>166.34</td>
<td>[166.34]</td>
<td>[166.34]</td>
<td>[166.34]</td>
<td>[166.34]</td>
<td>610.48</td>
<td>904.87</td>
<td>1,206.50</td>
<td>640.10</td>
<td>948.83</td>
<td>1,285.11</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step E</td>
<td>174.41</td>
<td>[174.41]</td>
<td>[174.41]</td>
<td>[174.41]</td>
<td>[174.41]</td>
<td>648.66</td>
<td>948.83</td>
<td>1,285.11</td>
<td>640.10</td>
<td>948.83</td>
<td>1,285.11</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step F</td>
<td>182.69</td>
<td>[182.69]</td>
<td>[182.69]</td>
<td>[182.69]</td>
<td>[182.69]</td>
<td>685.89</td>
<td>996.66</td>
<td>1,750.67</td>
<td>640.10</td>
<td>948.83</td>
<td>1,285.11</td>
<td></td>
</tr>
</tbody>
</table>

All above "F" Step due to time on job requirement

<table>
<thead>
<tr>
<th>RANGE</th>
<th>POSITION</th>
<th>STEP</th>
<th>HAZ MAT</th>
<th>FIRE UNITS</th>
<th>AA 7.5 YRS</th>
<th>AA 10 YRS</th>
<th>AA 15 YRS</th>
<th>LONG 6.5 LEV 1</th>
<th>LONG 6.5 LEV 2</th>
<th>LONG 6.5 LEV 3</th>
<th>LONG 13 LEV 4</th>
<th>PM LEV 1</th>
<th>PM LEV 2</th>
<th>PM LEV 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>497</td>
<td>ENGINEER</td>
<td>Step A</td>
<td>174.76</td>
<td>[174.76]</td>
<td>[174.76]</td>
<td>[174.76]</td>
<td>[174.76]</td>
<td>2,271.87</td>
<td>611.66</td>
<td>641.38</td>
<td>611.66</td>
<td>641.38</td>
<td>611.66</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step B</td>
<td>183.25</td>
<td>[183.25]</td>
<td>[183.25]</td>
<td>[183.25]</td>
<td>[183.25]</td>
<td>2,382.26</td>
<td>641.38</td>
<td></td>
<td>611.66</td>
<td>641.38</td>
<td>611.66</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step C</td>
<td>192.17</td>
<td>[192.17]</td>
<td>[192.17]</td>
<td>[192.17]</td>
<td>[192.17]</td>
<td>2,498.17</td>
<td>672.59</td>
<td></td>
<td>672.59</td>
<td>672.59</td>
<td>672.59</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step D</td>
<td>201.53</td>
<td>[201.53]</td>
<td>[201.53]</td>
<td>[201.53]</td>
<td>[201.53]</td>
<td>2,619.88</td>
<td>705.35</td>
<td></td>
<td>705.35</td>
<td>705.35</td>
<td>705.35</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step E</td>
<td>211.36</td>
<td>[211.36]</td>
<td>[211.36]</td>
<td>[211.36]</td>
<td>[211.36]</td>
<td>2,747.87</td>
<td>739.76</td>
<td></td>
<td>739.76</td>
<td>739.76</td>
<td>739.76</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RANGE</th>
<th>POSITION</th>
<th>STEP</th>
<th>HAZ MAT</th>
<th>FIRE UNITS</th>
<th>AA 7.5 YRS</th>
<th>AA 10 YRS</th>
<th>AA 15 YRS</th>
<th>LONG 6.5 LEV 1</th>
<th>LONG 6.5 LEV 2</th>
<th>LONG 6.5 LEV 3</th>
<th>LONG 13 LEV 4</th>
<th>PM LEV 1</th>
<th>PM LEV 2</th>
<th>PM LEV 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>510</td>
<td>CAPTAIN</td>
<td>Step A</td>
<td>201.93</td>
<td>[201.93]</td>
<td>[201.93]</td>
<td>[201.93]</td>
<td>[201.93]</td>
<td>2,625.13</td>
<td>706.76</td>
<td></td>
<td>706.76</td>
<td>706.76</td>
<td>706.76</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step B</td>
<td>211.78</td>
<td>[211.78]</td>
<td>[211.78]</td>
<td>[211.78]</td>
<td>[211.78]</td>
<td>2,753.18</td>
<td>741.24</td>
<td></td>
<td>741.24</td>
<td>741.24</td>
<td>741.24</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step C</td>
<td>222.13</td>
<td>[222.13]</td>
<td>[222.13]</td>
<td>[222.13]</td>
<td>[222.13]</td>
<td>2,887.64</td>
<td>777.44</td>
<td></td>
<td>777.44</td>
<td>777.44</td>
<td>777.44</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step D</td>
<td>232.99</td>
<td>[232.99]</td>
<td>[232.99]</td>
<td>[232.99]</td>
<td>[232.99]</td>
<td>3,028.82</td>
<td>815.48</td>
<td></td>
<td>815.48</td>
<td>815.48</td>
<td>815.48</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Step E</td>
<td>244.39</td>
<td>[244.39]</td>
<td>[244.39]</td>
<td>[244.39]</td>
<td>[244.39]</td>
<td>3,177.06</td>
<td>855.30</td>
<td></td>
<td>855.30</td>
<td>855.30</td>
<td>855.30</td>
<td></td>
</tr>
</tbody>
</table>
AGENDA DESCRIPTION:

Consideration and possible action regarding 1) approving the reorganization of the Library Department, and Parks & Recreation Department into the Community Services Department; 2) approving a new Class Specification for the at-will position of Director of Community Services; 3) approving a new class specification for the at-will position of City Librarian; 4) approving the reorganization of the Finance Department and Human Resources Department into the Finance Division and Human Resources Division reporting to the Assistant City Manager; 5) introduce and waive first reading of an ordinance implementing such changes; 6) adopting a resolution amending the City’s Conflict of Interest Code to reflect these changes; and 7) taking such additional, related, action that may be desirable.

(Fiscal Impact: Included in adopted Budget)

RECOMMENDED COUNCIL ACTION:

1. Approve the proposed changes to titles and departments.

2. Introduce and Waive the First Reading of a draft Ordinance. Second reading and adoption would occur on December 20, 2011.

3. Adopt a resolution amending the City’s Conflict of Interest Code to become effective on January 20, 2012.

4. Take such additional, related, action that may be desirable.

ATTACHED SUPPORTING DOCUMENTS:

1. Class Specifications.
3. Draft resolution amending the City’s Conflict of Interest Code.

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$ N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Account Number(s):

ORIGINATED BY:  
REVIEWED BY:  
APPROVED BY:  Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:

In December of 2010, the Assistant City Manager and Director of Human Resources retired and those positions have remained vacant. The duties and responsibilities were temporarily split between the Director of Finance, Director of Planning and Building, Director of Recreation and Parks and the Police Chief. This temporary consolidation saved the City over $400,000 in salaries and benefits which helped to reduce the projected budget shortfall in the last fiscal year.
The proposed new restructuring will eliminate the Director of Human Resource and Director of Finance positions and those duties and responsibilities will fall under the Assistant City Manager. The current Director of Finance will assume the duties of the Assistant City Manager and will be placed in the salary range closet to her existing salary. This formal consolidation will streamline and improve services internally and externally.

Additionally, in an effort to fully integrate services and programs, and increase scope and programming, the City Manager recommends the Library and Recreation & Parks Departments would merge into a new Community Services Department. The Community Services Department would be administered by a new at-will classification of “Director of Community Services.” As part of the reorganization, the existing Library Director would be reclassified as the “City Librarian” and report to the Community Services Director.

This restructuring will permanently reduce the number of Department Heads from nine (9) to six (6) and creates a more aligned and dynamic organization structure.
DIRECTOR OF COMMUNITY SERVICES
(At-Will)

**Definition:** Under administrative direction, plans, directs and manages the development, operation and evaluation of the City's library services, recreation, community cable television, senior housing complex and park programs and facilities.

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

**Characteristic Duties and Responsibilities:**

Plans, develops, directs and implements all aspects of the City's Library programs, recreational and parks related activities, services and programs to meet goals, objectives and policies for library, recreation and community services to include all members of the local community; prepares and administers operational and capital improvement budgets; recommends long-term strategic services to meet future community needs.

Directs all aspects of the operation and activities of the Library; provides leadership, program development, administration and coordination of Library operations and services.

Directs programs and activities of community cable television to ensure quality and compliance with FCC regulations.

Directs the maintenance of parks and parks facilities, trees and landscaping.

Provides for recreation activities and programs to include a variety of sports, cultural events and other diverse activities for all age groups in the community; directs and conducts community outreach efforts; manages transportation and senior housing programs.

Provides leadership, program development, administration and coordination of Recreation and Parks programs and services; serves as liaison with the community, professional groups and other external contacts and resources for the City.

Resolves discrepancies or procedural problems and responds to program administration and/or program delivery questions ensuring necessary follow-up occurs; controls program records for operational and budget accountability.

Confers with and advises staff and program participants by providing advice, problem solving assistance, answers to questions and interpretation of program goals and policy.
As an at-will employee reporting to the City Manager, serves as a member of the City's Executive Management team, participates in the management of the City and may serve on various committees, boards and task forces.

Directly and through subordinate supervisors, hires, directs work efforts and evaluates staff; provides for and/or conducts staff development; establishes work methods and standards; initiates corrective and/or disciplinary action and responds to grievances and complaints according to established personnel policies and procedures and in consultation with Human Resources.

**Knowledge, Skills and Other Characteristics:**

Knowledge of the principles and practices of public administration, library and recreations programs and community services.
Knowledge of the principles and practices of park planning, development and management.
Knowledge of municipal organization and administration.
Knowledge of budget development and expenditure control.
Knowledge of the principles and practices of effective leadership, management and supervision.
Knowledge of project management principles and practices.

Skill in program development, implementation and evaluation.
Skill in developing and implementing policies and procedures.
Skill in managing, developing, motivating and evaluating professional and support staff.
Skill in managing special projects, activities and programs.
Skill in conducting research and preparing clear, concise and comprehensive reports.
Skill in communicating effectively orally and in writing.
Skill in assessing objectives and operational requirements to develop and implement appropriate operational policies and procedures.
Skill in the use of computers (PC) in a Windows-based operating environment.
Skill in working under pressure, handling significant problems and tasks that arise simultaneously and/or unexpectedly.
Skill in establishing and maintaining effective working relationships with staff, other City employees, Boards and volunteer groups and the public.

**Qualifications:**

Bachelor's degree in Recreation, Public Administration or a directly related field; and five (5) years of professional recreation, cultural, library or related program management experience including four (4) years of supervisory experience; or an equivalent combination of education and experience.
CITY LIBRARIAN
(At-Will)

Definition: Under administrative direction, plans, directs, organizes and manages all activities of the City Library.

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

Characteristic Duties and Responsibilities:

Plans, directs, sets goals and implements City Library programs, services, technology and operating policies; recommends long-term strategic services and building renovation projects to meet future community needs; provides leadership, program development, administration and coordination of Library operations and services.

Directs and oversees all aspects of the day-to-day operation and activities of the Library Services Division of the Community Services Department; administers a joint use agreement for services to local school branch libraries; represents the Library with community and professional groups; serves on the Library Services Director’s Council of the Metropolitan Cooperative Library System (MCLS); and develops other external professional and business contacts.

Prepares and administers the annual operating budget; provides long-term forecasts for Library finances; participates in the identification and procurement of alternative funding sources including donations, fundraising and grant writing.

Prepares administrative and statistical reports for the Director of Community Services or City Manager; makes presentations to various groups and organizations.

Acts as the chief City staff representative to the Library Board of Trustees; develops the agenda and attends monthly meetings; provides written and oral reports on policies, programs and services, the annual budget, building projects, personnel changes, and other department issues; keeps the Director of Community Services apprised of board member concerns and requests.

May serve on various committees, boards and task forces.

Directly and through subordinate supervisors, hires, directs work efforts and evaluates Library staff; provides for and/or conducts staff development; establishes work methods and standards; initiates corrective and/or disciplinary action and responds to grievances and complaints according to established personnel policies and procedures and in consultation with Human Resources.
Knowledge, Skills and Other Characteristics:

Knowledge of the principles and practices of all aspects of municipal library administration;
Knowledge of a variety of automated library systems and information technologies.
Knowledge of municipal organization and administration.
Knowledge of budget development and expenditure control.
Knowledge of the principles and practices of effective leadership, management and supervision.
Knowledge of project management principles and practices.
Knowledge of planning and maintaining modern library facilities.

Skill in program development, implementation and evaluation.
Skill in managing, developing, motivating and evaluating professional and support staff.
Skill in developing and implementing policies and procedures.
Skill in managing special projects, activities and programs.
Skill in planning and coordinating library renovation projects which utilize efficient use of space
for housing library materials and collections, providing for adequate study areas and meeting
rooms, updating information technologies, organizing staff work areas, and foreseeing other
building functional needs.
Skill in anticipating and meeting the informational, cultural, recreational and educational needs
of the community through effective development and implementation of library programs.
Skill in conducting research and preparing clear, concise and comprehensive reports.
Skill in understanding and applying complex regulations, procedures and guidelines.
Skill in fundraising and writing grants.
Skill in communicating effectively orally and in writing.
Skill in public speaking.
Skill in managing multiple, complex and changing priorities.
Skill in working under pressure, handling significant problems and tasks that arise
simultaneously and/or unexpectedly.
Skill in establishing and maintaining effective working relationships with Library staff, other City
employees, Boards, volunteer groups and the public.

Qualifications:

A Master’s degree in Library Science and five (5) years of professional library administration
and management experience, including three (3) years of supervisory experience; or an
equivalent combination of library education and experience.
ORDINANCE NO. _____

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE §§ 1-6-3, 1-6-4, AND 1-6-5 REGARDING CITY DEPARTMENTS AND DEPARTMENT DIRECTORS.

The city council of the City of El Segundo does ordain as follows:

SECTION 1: ESMC § 1-6-3 is amended in its entirety to read as follows:

"Sec. 1-6-3: CITY DEPARTMENTS:

Effective January 20, 2012, the organization of city government consists of the following departments:

City administration
Community services department
Fire department
Planning and building safety department
Police department
Public works department"

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

"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 engineer
City librarian
City manager
Construction coordinator
Economic development manager
Senior executive assistant"

SECTION 3: ESMC § 1-6-5 is amended in its entirety to read as follows:

"Sec. 1-6-5: DEPARTMENT HEADS:
For the purpose of this chapter and for the purpose of initiative ordinance 586 and for the purpose of ordinances expanding the coverage of initiative ordinance 586, and not by way of limitation, effective January 20, 2012, the term "department head" includes:

Assistant city manager
Chief of police
City manager
Director of community services
Director of planning and building safety
Director of public works
Fire chief."

SECTION 4: All references in the ESMC to the "director of finance"; the "finance director"; the "director of human resources"; or the "human resources director" mean the "assistant city manager."

SECTION 5: 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 6: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 7: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 8: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ____ day of __________, 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 Ordinance No. ______ was duly introduced by said City Council at a regular meeting held on the _____ day of _____________, 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

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

A RESOLUTION AMENDING THE CITY'S 2010 CONFLICT OF INTEREST CODE FOR THE CITY OF EL SEGUNDO IN ACCORD WITH THE POLITICAL REFORM ACT.

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

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


B. Section 18730 of the FPPC Regs. sets forth a standard conflict of interest code that may be adopted by local agencies.

C. The City Council amended the El Segundo Municipal Code ("ESMC") to reorganize the City's departments. As a result, it is in the public interest to amend the City's conflict of interest codes.

SECTION 2: Pursuant to FPPC Regs. § 18730, the City of El Segundo amends Section D of the Conflict of Interest Code (as implemented by Resolution No. 4679, adopted September 7, 2010) to read as follows:

"D. Designated Positions

The following positions entail the making or participation in the making of decisions that may have a foreseeable material effect on the officials or officer's financial interests.

COUNCIL, COMMISSIONS, COMMITTEES, & BOARDS

* Members of the City Council
* Members of the Planning Commission
Members of the Aviation Safety and Noise Abatement Committee
Members of the Capital Improvement Program Advisory
Members of the Community Cable Advisory Committee
Members of the Economic Development Advisory Council
Members of the Environmental Committee
Members of the Investment Advisory Committee
Members of the Library Board of Trustees
Members of the Recreation & Parks Commission
Members of the Senior Housing Board
OFFICE OF THE CITY MANAGER:

* City Manager
  Assistant City Manager
  Information Systems Manager
  Fiscal Services Manager
  Accounting Manager
  Business Services Manager
  Human Resources Manager
  Purchasing Agent

OFFICE OF THE CITY ATTORNEY:

* City Attorney
  Assistant City Attorney

OFFICE OF THE CITY CLERK:

  City Clerk
  Deputy City Clerk

OFFICE OF THE CITY TREASURER:

* City Treasurer
  Deputy City Treasurer

COMMUNITY SERVICES DEPARTMENT:

  Director of Community Services
  City Librarian
  Librarian
  Senior Librarian
  Parks Superintendent
  Recreation Superintendent

FIRE DEPARTMENT

  Fire Chief
  Deputy Fire Chief
  Battalion Chief(s)
PLANNING & BUILDING SAFETY DEPARTMENT:

- Director of Planning & Building Safety
- Planning Manager
- Building Safety Manager
- Residential Sound Insulation Manager
- Assistant Planner
- Associate Planner
- Building Inspector(s)
- Construction Coordinator(s)
- Plan Check Engineer
- Planning Technician
- Principal Planner
- Property Owner Coordinator
- Senior Building Inspector(s)
- Senior Plan Check Engineer
- Economic Development Analyst (New Classification)

POLICE DEPARTMENT

- Police Chief
- Police Captain(s)

PUBLIC WORKS DEPARTMENT

- Director of Public Works
- Assistant City Engineer
- General Services Manager
- Streets Supervisor
- Water Supervisor
- Wastewater Supervisor

* Listed in the code for information purposes only. These positions file under Government Code Section 87200 with the Fair Political Practices Commission."

SECTION 3: Except as amended by this Resolution, all other provisions of the City’s Conflict of Interest Code remain the same.

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

SECTION 5: The City Clerk will certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.
SECTION 6: This Resolution will become effective on January 20, 2012.

PASSED AND ADOPTED this ___ day of December, 2011.

ATTEST:

________________________________________
Eric Busch, Mayor

Cindy Mortesen, City Clerk

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

By:

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

Consideration and possible action to direct staff to take various actions in response to requests made by the Chamber of Commerce related to Downtown business improvement efforts. (Fiscal Impact: to be determined)

RECOMMENDED COUNCIL ACTION:

1. Direct staff to take the actions outlined in this report; and/or
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Letter from the El Segundo Chamber of Commerce, dated October 25, 2011.

FISCAL IMPACT: $9,900 (as recommended) plus staff time

- **Amount Budgeted:** $20,000 (Advertising)
- **Additional Appropriation:** N/A
- **Account Number(s):** 2101-6201

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

REVIEWED BY:

APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:

Earlier this year, the Chamber of Commerce (the Chamber) began a focused effort to assist Downtown businesses. These efforts, largely undertaken by volunteer assistance from downtown merchants, took several forms including the creation of a marketing and promotion campaign and a review of city codes and practices that impact Downtown. The Chamber has submitted the attached letter outlining 11 topic areas where City assistance is being requested. The following section briefly discusses the Chamber requests and Staff’s recommended action:

1. **Parking Requirements for Outdoor Dining:** The Chamber wishes to further encourage restaurants to incorporate outdoor dining by eliminating the need to provide parking for outdoor dining areas that are less than 1,000 square feet (instead of the current requirement to provide parking for areas that exceed 200 square feet). Staff recommends that the City Council direct staff to research the best practices of other cities with active pedestrian-oriented commercial districts, assess the potential for larger outdoor dining areas Downtown, and provide a report to the Planning Commission for their consideration and their recommendation to the City Council for a possible amendment to the Municipal Code. (Responsibility: Planning and Building Safety)
2. **Garage Parking Limit Signs:** The Chamber requests that the restrictions within the City-leased parking garage (adjacent to Cooke's) be clarified and made less restrictive and confusing. Staff is moving forward by replacing the "two-hour parking" signs with "No Overnight Parking" signs. Staff is also working with the prospective tenant of the Cooke's space to install additional "free public parking" signage to increase awareness and visibility of the garage. Finally, staff will review the number of "permit only spaces" and make appropriate adjustments to the number of restricted spaces. (Responsibility: Public Works and Planning and Building Safety)

3. **Garage Awareness** (see above) Regarding the request to hang a banner over Main Street directing the public to park in the garage, this would be helpful during future special events and holidays. Staff will have a banner made and begin using it on a trial basis. The estimated cost of the banner is $800.00. (Responsibility: Planning and Building Safety/Public Works)

4. **Franklin/Richmond City Lot:** The Chamber requests that the number of restricted "two-hour" parking spaces be increased in this lot, that longer-term parkers be encouraged to use the City-leased parking garage and that the Police Department provide enforcement of the two-hour limit. The Police Department reports that enforcement of the two-hour limit is occurring. Additionally, it may very well be that it is the employees of the many of the businesses who are occupying the spaces for extended periods of time. Staff recommends that the City Council direct staff to 1) work with the Richmond Street businesses to educate their employees of the availability of the garage parking 2) increase the number of "two-hour" spaces and 3) continue enforcement of the two-hour limit. (Responsibility: Police/Public Works)

5. **Temporary No-parking Signs:** The Chamber requests that the City deploy events-related "No-parking" signs closer to the actual event date in order to reduce confusion about when the restriction applies. Staff will implement this approach to the extent feasible provided we are complying with the minimum legal requirement that signs be posted at least 72-hours in advance of the parking prohibition. (Responsibility: Public Works/Recreation and Parks)

6. **Entertainment/Temporary Event Permits:** The Chamber requests reduced fees for businesses wishing to obtain or extend entertainment and special event permits. Staff recommends that the City Council direct staff to review the current practices and fees and return to City Council with a recommendation to simplify the process and potentially reduce fees if warranted. This is also an opportunity to review the Special Event Permit versus Amplified Sound Permit and the multiple department jurisdiction issues that have been recently raised. (Responsibility: Planning and Building/all other Departments)

7. **Downtown Dinner Shuttle:** The Chamber requests that the City provide shuttle service back and forth from Downtown to hotels in the City during the dinner period. Staff recommends that the City Council direct staff to work with the Chamber and its hotel and restaurant members to design a pilot program to test this concept and assess its value. The estimated cost for a one month trial period, using one van for 4 hours per night would be $3,600. (Responsibility: Recreation and Parks)

8. **Signage on Sepulveda Advertising Downtown:** The Chamber requests that, like in previous years, the City install advertising banners over Sepulveda Boulevard. The City obtains an annual permit from CALTRANS that permits, among other things, the ability to install a banner at one location on Sepulveda (between Mariposa Avenue and Grand Avenue) provided the banner is designed to the CALTRANS specifications. The estimated cost for the banner is $1,000. Additionally, the City and the Chamber are
exploring the possibility with Southern California Edison (SCE) of placing signage or a mural on the block wall around their substation at Sepulveda and Grand. Staff recommends that the City Council direct staff to work with the Chamber to design and install a banner and continue the discussion with SCE. (Responsibility: Planning and Building Safety/Public Works)

9. **Lights in Trees on Main Street:** The Chamber requests that tree lights be reinstalled on Main Street prior to the holiday season. Staff agrees that the lights do improve the appearance of Main Street. However, the electrical outlets and risers (159 total) installed at each tree location must be repaired/replaced and there will be an ongoing financial commitment to maintain the lights. The electrical repairs and initial lighting installation are estimated to cost $50,000. Due to the lack of funding in this year’s budget, staff’s recommendation is that the City Council direct staff to work with the Chamber of Commerce to identify possible funding sources to allow for future implementation. (Responsibility: Planning and Building Safety/Public Works)

10. **Downtown Banners:** The Chamber requests that the current Downtown Banners (Dine, Play, Shop, No Tension, No Pretension) that are approximately 6 years old be replaced with banners that reflect the recently launched “Downtown, the heart of El Segundo” branding campaign. The estimated cost to fabricate the banners is $3,000. Staff recommends that the City Council direct Staff to move forward with replacing the banners (Responsibility: Planning and Building/Public Works)

11. **Financial Assistance with Downtown Branding Campaign** – The Chamber requests that the City share in the costs of initiating the new branding campaign by agreeing to pay for 50% of the estimated cost of $3,000, or $1,500 for printed materials and supplies. This is a very economical effort with the creative elements being provided by volunteered services. The City’s $1,500 portion is fairly small given the overall costs that would typically be associated with this type of campaign. Staff recommends approval of the request. (Responsibility: Planning and Building Safety)

In summary, staff appreciates the efforts of the Chamber and its volunteers for the time and creativity they have contributed. A successful Downtown benefits the entire community and is a focus area in the City’s 2012 Economic Development Strategy.
October 25, 2011

Doug Willmore, City Manager
City of El Segundo
350 Main St.
El Segundo, CA 90245

Dear Doug,

The El Segundo Chamber of Commerce has embarked on a mission to support our Downtown merchants to help create a more vibrant Downtown. In fact, we have formed Downtown El Segundo, a committee focused on this effort. During our initial meetings we have developed the following list of items for consideration by City staff and the City Council. We believe these changes will benefit not only our Downtown merchants but ultimately the City through increased revenues from busier merchants, as well as the citizens of El Segundo with a better Downtown.

We wish to thank you as well as Greg Carpenter and Kim Christensen, who have attended our meetings and have shown great support for our cause. The following is a list of items the Chamber of Commerce and Downtown El Segundo would like the City to review and implement. As the descriptions are brief, we are available to meet to discuss them in more detail with your staff; however, we would sincerely appreciate action on these items as soon as possible. We understand City Council approval may be required for some of these.

1. **Parking requirements for outdoor dining:** As most small downtown businesses cannot afford to purchase or lease in-lieu parking, and in an effort to encourage outdoor dining which attracts business and helps create an inviting atmosphere, we request consideration that the requirement for additional parking for outdoor dining areas larger than 200sf and up to 1000sf be removed for businesses in the downtown district.

2. **Garage Parking Limit Signs:** Garage parking is unrestricted during daytime hours at the upper level; however, the current two-hour parking signs are confusing to some as they refer to nighttime hours only. We request consideration of different signs that would make it clear that there is no restriction on daytime parking. Also, we request that the number of “permit parking only” stalls be checked to ensure that they closely match the number of permits that have been issued, potentially freeing up more spaces for the general public.

3. **Garage Awareness Signage:** We request that the City consider better signage for the public parking structure to help visitors realize it is there and to encourage its use. Possibly a street banner advertising all-day free parking in the garage could be placed periodically downtown, or some other signage could be added at the entrance to the structure.

4. **Franklin/Richmond City Lot:** We request that parking use in this lot be reviewed and possibly modified to create more two-hour spaces, keeping in mind...
10. Downtown Banners: Volunteers from our committee have developed a new logo (preliminary sample attached) in an effort to "re-brand" our Downtown. Once it is finalized, we would request the City to replace the existing banners that are on the streetlight poles with the new logo to help convey the new feel of Downtown and make it more identifiable.

11. Financial Investment for Branding Roll-Out: Our re-branding effort has been a grass-roots development with local businesses providing their services free of charge. To kick-off the branding, the Chamber would like to purchase some message boards to place in lobbies of buildings east of Sepulveda on a rotating basis, develop a “Downtown Dollars” introductory discount campaign, procure photos for the advertising templates, and possibly produce some other printed media. We believe the initial costs for these items will be in the neighborhood of $3,000. The Chamber’s executive committee has approved $1,500 from our budget to kick-start the program and we ask for the City’s investment of $1,500 as well for the balance of the expected costs. Moving forward, as other marketing is developed the Chamber will also use 10% of membership fees collected from Downtown businesses for the Downtown El Segundo campaign.

We will contact Greg in early November for an update on these requests. Thank you once again for your interest as we collaborate to create a better Downtown El Segundo.

Sincerely,
El Segundo Chamber of Commerce

Mike Rotolo
President

Marsha Hansen
Executive Director

cc: Greg Carpenter, City of El Segundo
AGENDA DESCRIPTION:
Consideration and possible action regarding Council consensus to cancel the January 3, 2012 City Council Meeting (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
(1) Approve cancellation of the January 3, 2012 City Council Meeting;
(2) Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

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

ORIGINATED BY: Cindy Mortesen
REVIEWED BY:
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:
The first regular 2012 City Council meeting is scheduled for Tuesday, January 3, 2012. Because City Hall will be closed for certain established holidays and because of the additional meeting workload and scheduled travel plans, it would be difficult to meet legal noticing requirements and to properly prepare for the meeting.

Traditionally, the first City Council meeting of the new year has been cancelled and therefore it is requested that Council consider cancelling the January 3, 2012 meeting.