



REVISED AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 20, 2023

MAYOR PRO TEM PIMENTEL - TELECONFERENCING INFORMATION
RENAISSANCE HOTEL - 100 N. 1ST STREET, PHOENIX AZ
BUSINESS CENTER
602-333-0000

4:00 PM CLOSED SESSION
6:00 PM OPEN SESSION

CITY COUNCIL CHAMBER
350 MAIN STREET, EL SEGUNDO, CA 90245

***ADDED - MAYOR PRO TEM PIMENTEL REMOTE INFORMATION AND ITEMS
#B13 & #D19
REMOVED - ITEM #D17 - Solid Waste Prop 218 Ballot Initiative***

**Drew Boyles, Mayor
Chris Pimentel, Mayor Pro Tem
Carol Pirsztuk, Council Member
Lance Giroux, Council Member
Ryan W. Baldino, Council Member**

Tracy Weaver, City Clerk
Matthew Robinson, City Treasurer

Executive Team

Darrell George, City Manager
Barbara Voss, Deputy City Manager
Jaime Bermudez, Police Chief
Michael Allen, Community Development Dir.
Jose Calderon, IT Director
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney
David Cain, Interim CFO
Robert Espinosa, Interim Fire Chief
Rebecca Redyk, HR Director
Elias Sassoon, Public Works Dir.

MISSION STATEMENT:

“Provide a great place to live, work, and visit.”

VISION STATEMENT:

“Be a global innovation leader where big ideas take off while maintaining our unique small-town character.”

The City Council, with certain statutory exceptions, can only act upon properly posted and listed agenda items. Any writings or documents given to a majority of 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, members of 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.

Those wishing to address the City Council are requested to complete and submit to the City Clerk a "Speaker Card" located at the Council Chamber entrance. You are not required to provide personal information in order to speak, except to the extent necessary for the City Clerk to call upon you, properly record your name in meeting minutes and to provide contact information for later staff follow-up, if appropriate.

When a Council Member duly requires AB 2449 teleconferencing to attend the City Council meeting the public will also be able to access the meeting and provide public comment via Zoom. To access Zoom from a PC, Mac, iPad, iPhone, or Android device, use URL <https://zoom.us/j/81951332052> and enter PIN: 903629 or visit www.zoom.us on device of choice, click on "Join a Meeting" and enter meeting ID: 81951332052 and PIN: 903629. If joining by phone, dial 1-669-900-9128 and enter meeting ID and PIN. *To reiterate, attending a City Council meeting by Zoom will only be used when AB 2449 is used.*

NOTE: Your phone number is captured by the Zoom software and is subject to the Public Records Act, dial *67 BEFORE dialing in to remain anonymous. Members of the public will be placed in a "listen only" mode and your video feed will not be shared with City Council or members of the public.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at <https://www.elsegundo.org/government/departments/city-clerk>. Please contact the City Clerk's Office at (310) 524-2308 to make an accommodation request or to obtain a copy of the policy.

4:00 PM CLOSED 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 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 City Council to take action on any item not on the agenda. City Council and/or City Manager will respond to comments after Public Communications is closed.*

SPECIAL ORDERS OF BUSINESS

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (GOV’T CODE §54956.9(D)(1): -1- MATTER(S))

1. City of El Segundo v. Wiseburn Unified School District, Los Angeles Superior Court Case No. 23TRCV01031

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Threats of or Significant/ - exposure to litigation pursuant to (Government Code §54956.9(d)(2) or (d)(3)): -2- matter(s).

1. Government Tort Claim by Keith Pucket
2. Claim by Charles Mallory (former employee - Information Systems Director)

INITIATION OF LITIGATION PURSUANT to (Government Code §54956.9(d)(4)): -1- matter(s).

PUBLIC EMPLOYMENT (GOV’T CODE § 54957) -1- MATTER(S)

1. City Manager
Performance Review

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (GOV'T CODE §54957.6): -4-MATTER(S)

1. Employee Organizations: Police Management Association (PMA), Police Support Services Employee Association (PSSEA), City Employee's Association (CEA), Management Confidential (Unrepresented Employee Group)
Representative: City Manager, Darrell George, Human Resources Director, Rebecca Redyk, Laura Droltz Kalty and Alex Volberding
2. Unrepresented Employee: City Manager
City Negotiator: City Attorney

6:00 PM – CONVENE OPEN SESSION – CALL TO ORDER / ROLL CALL

INVOCATION – Pastor Jared McKenna, The Bridge Church

PLEDGE OF ALLEGIANCE – Council Member Giroux

SPECIAL PRESENTATIONS

1. Introduction of Crime Prevention Analyst

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.*

CITY MANAGER FOLLOW-UP COMMENTS – (Related to Public Communications)

Hyperion Water Reclamation Plant Update

A. PROCEDURAL MOTIONS

Read All Ordinances and Resolutions on the Agenda by Title Only

Recommendation -

Approval

B. CONSENT

2. City Council Meeting Minutes

Recommendation -

1. Approve Special City Council meeting minutes of May 16, 2023 (Strategic Planning Session) and Regular City Council meeting minutes of June 6, 2023.

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

3. **Warrant Demand Register for May 15, 2023 through May 28, 2023**

Recommendation -

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 22B and 22C: warrant numbers 3045670 through 3045829, and 9002929 through 9002931.
3. Alternatively, discuss and take other action related to this item.

4. **Ongoing Service Agreements and Blanket Purchase Orders for FY 2023-24 in Excess of \$50,000 for Various Departments**

Recommendation -

Waive the formal bidding process and approve the following:

1. Authorize the City Manager to execute an amendment to Agreement No. 5861 with **Riester Pacific, Inc.** for the City's economic development and hospitality and tourism marketing services to (1) extend the term of the agreement to June 30, 2024; and (2) authorize payment for services up to **\$350,000** (General Fund – City Manager's Office - \$275,000; and Chevron Grant Fund - \$75,000)
2. Authorize the City Manager to execute an amendment to Agreement No. 6062 with **Vincent Benjamin Group, LLC** to provide on-call temporary staffing services for use by various City departments for an amount not to exceed **\$350,000** in FY 2023-24. (General Fund – Various City Departments)
3. Authorize the City Manager to amend Agreement No. 5346 with **Prosum, Inc.** to provide project management and technical services for the Information Technology Services Department for an amount not to exceed **\$300,000** in FY 2023-24 (General Fund – Information Technology Services).
4. Authorize staff to continue to purchase **gasoline and diesel fuel for City vehicles** and equipment through the use of spot market purchasing for an amount not to exceed **\$254,500** in FY 2023-24 (General Fund - \$190,000; Asset Forfeiture Fund - \$13,000; Prop "A" Fund - \$30,000; Water Enterprise Fund - \$12,500; Wastewater Enterprise Fund - \$9,000).

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5. Authorize the City Manager to amend the ongoing service agreements with **J. Lee Engineering, JAS Pacific, and CSG Consultants** to provide plan check, inspections services in the amount not to exceed a combined total of **\$247,000** in FY 2023-24 (General Fund – Building Safety).
 6. Authorize the City Manager to amend Agreement No. 6441 with **The Centre for Organization Effectiveness** to provide Citywide employee training for a total not to exceed contract amount of **\$175,000** in FY 2023-24 (General Fund – Human Resources Department).
 7. Authorize the City Manager to amend Agreement No. 3881 with **All Cities Management Services, Inc.** for ongoing services to provide crossing guard services for the El Segundo School District for an amount not to exceed **\$142,750** in FY 2023-24 (General Fund – Finance Administration/ non-departmental).
 8. Authorize the City Manager to amend Agreement No. 6063 with **JL Group, LLC** to perform confidential personnel investigations for a total not to exceed contract amount of **\$125,000** in FY 2023-24 (General Fund – Human Resources Department).
 9. Authorize the City Manager to amend a professional service Agreement No. 6423 with **Charles Abbot Associates Inc.** to provide solid waste and recycling compliance support services for the Public Works Department for an amount not to exceed **\$100,000** in FY 2023-24 (General Fund – Public Works/Contractual Services).
 10. Authorize the City Manager to amend Agreement No. 6379 with **Dennis Grubb and Associates, LLC** for professional plan check services to (1) extend the term of the agreement to June 30, 2024; and (2) authorize payment for services up to **\$100,000** for FY 2023-24 (General Fund – Fire Department – Fire Prevention Division).
 11. Authorize the issuance of a blanket purchase order to **Hinderliter De Llamas & Associates** (Agreement No. 3313) to provide professional services related to sales and use tax for an amount not to exceed **\$100,000** in FY 2023-24 (General Fund – Finance Department - Business Services Division).
 12. Authorize the City Manager to amend Agreement No. 6048 with **Koff & Associates** to provide human resources consulting services to include classification studies for a total not to exceed contract amount of **\$100,000** in FY 2023-24 (General Fund - Human Resources Department).

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13. Authorize the issuance of a blanket purchase order to **Metron Farnier** for an amount not to exceed **\$100,000** in total for the purchase of single jet AMR water meters for the City's water system in FY 2023-24 (Water/Wastewater Enterprise Fund).
 14. Authorize the City Manager to amend services Agreement No. 6467 with **Waterline Technologies, Inc.** for the purchase of all pool chemicals needed to maintain the City's recreational aquatic facilities for an amount not to exceed **\$100,000** in FY 2023-24 (General Fund – Public Works).
 15. Authorize the City Manager to execute an amendment to Agreement No. 6016 with **KNB Consulting, LLC.** for strategic public relations services and support to the Communications and Economic Development Divisions to (1) extend the term of the agreement to June 30, 2024; and (2) authorize payment for services up to **\$96,000** in FY 2023-24 (General Fund – City Manager – Communications & Economic Development Divisions).
 16. Authorize the City Manager to amend Agreement No. 6114 with **Norman A. Traub & Associates, LLC** for providing public safety pre-employment background investigation services and workplace investigations for the Police Department and Human Resources for an amount not to exceed **\$85,000** in FY 2023-24 (General Fund – Police Department and Human Resources).
 17. Authorize the issuance of a blanket purchase order to **Wittman Enterprises, LLC** (Agreement No. 2772) to provide ambulance transport and fire prevention billing and collection services, and distribution of City notices of privacy practices to the Fire Department for an amount not to exceed **\$80,000** for FY 2023-24 (General Fund – Fire Department – Fire Paramedic and Fire Prevention Divisions).
 18. Authorize the City Manager to amend Agreement No. 6120 with **Four Star Investigations, LLC** to conduct administrative investigations for a total not to exceed contract amount of **\$75,000** in FY 2023-24 (General Fund – Human Resources Department).
 19. Authorize the City Manager to amend Agreement No. 6010 with **Crowdstrike, Inc.** to provide cybersecurity services and software for an amount not to exceed **\$71,500** in FY 2023-24 (General Fund – Information Technology Services).
 20. Authorize the issuance of a blanket purchase order to **Tyler Technologies/Eden Financial Management Systems** (Agreement No. 3516) for annual software licensing, maintenance, and support for an amount not to exceed **\$68,500** in FY 2023-24 (General Fund – Information Technology Services).

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21. Authorize the City Manager to amend Agreement No. 3912 with **Westchester Medical, Inc.** to extend the term to June 30, 2024, and authorize the issuance of a purchase order for professional medical services for an amount not to exceed **\$60,000** in FY 2023-24 (General Fund – Fire Department; Police Department & Human Resources).
 22. Authorize the issuance of a blanket purchase order to **Baker & Taylor Information Services** for supplying books and other library materials for an amount not to exceed **\$57,509** in FY 2023-24 (General Fund – Recreation, Parks and Library Department).
 23. Authorize the issuance of a blanket purchase order to **Marc Cohen** (Agreement No. 6424) for Medical Director consulting services for the El Segundo Fire Department for an amount not to exceed **\$54,000** in FY 2023-24 (General Fund – Fire Department).
 24. Authorize the City Manager, or designee, to execute any agreements, amendments, or other documentation necessary to effectuate the approvals referenced above and described in this report.
 25. Alternatively, discuss and take other action related to this item.

5. **Acceptance and Appropriation of the U.S. Department of Justice Bulletproof Vest Partnership Program Grant and Officer Wellness and Mental Health Grant**

Recommendation -

1. Authorize acceptance of a \$4,765.56 award from the U.S. Department of Justice (USDOJ), Bulletproof Vest Partnership (BVP) Program to support the El Segundo Police Department (ESPD). The purpose of the BVP Program is to reimburse local jurisdictions up to 50 percent of the cost of body armor vests purchased for law enforcement officers. The award is valid from April 1, 2022, to August 31, 2024.
2. Authorize acceptance of the Officer Wellness and Mental Health Grant award for \$37,912.46 from the Board of State and Community Corrections (BSCC) to support the ESPD. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources. The award is valid from January 1, 2023, to October 31, 2024.
3. Appropriate USDOJ BVP Program grant and Officer Wellness and Mental Health grant revenues and expenditures for fiscal year 2022-2023, and carry over the unspent balances to fiscal year 2023-2024.
4. Alternatively, discuss and take other action related to this item.

6. Acceptance for the Community Development Block Grant Project/City Hall ADA Public Restrooms Improvements Project No. PW 21-08

Recommendation -

1. Accept the Construction of CDBG Project 602294-20 City Hall Public Restrooms ADA Improvements Project No. PW 21-08 by Corral Construction & Development, Inc.
2. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

7. Award Public Works Construction Contract to Hardy and Harper, Inc. for the FY 2023-24 Pavement Rehabilitation Project No. PW 23-01

Recommendation -

1. Authorize the City Manager to execute a standard Public Works construction contract with Hardy and Harper, Inc. for \$1,635,000 for the award of the FY 2023-24 Pavement Rehabilitation Project, Project No. PW 23-01, and authorize an additional \$163,500 as contingency funds for potential unforeseen conditions
2. Authorize the City Manager to execute a standard Professional Services Agreement with Anser Advisory Management, LLC in the amount of \$81,663 for construction inspection and testing services and authorize an additional \$8,166 for construction related contingencies.
3. Appropriate \$388,329 from Measure R Fund for FY 2023-24.
4. Alternatively, discuss and take other action related to this item.

8. Design and Plans for George Brett Field Restroom Improvements Project PW 23-10

Recommendation -

1. Adopt a resolution to approve the design and plans for the George Brett Field Restroom Improvements Project PW 23-10.
2. Authorize staff to advertise the project for construction.
3. Alternatively, discuss and take other action related to this item.

9. Fire Engineer Revised Classification Specification and Examination Plan

Recommendation -

1. Approve the revised classification specification and examination plan for the Fire Engineer position.
2. Alternatively, discuss and take other action related to this item.

10. Plan Adoption for City Hall Phase 2 Improvements Project PW 23-09

Recommendation -

1. Adopt a resolution to approve plans and specifications for the City Hall Phase 2 Improvements Project PW 23-09.
2. Authorize staff to advertise the project for construction.
3. Alternatively, discuss and take other action related to this item.

11. Grant from CalEPA in the Amount of \$30,000 to Support the Second Year of the California Green Business Network Program within the City of El Segundo

Recommendation -

1. Authorize the City Manager to accept grant funds in the amount of \$30,000 for the California Green Business Network Program.
2. Appropriate grant funding of \$30,000 to the CalEPA Green Business Grant Account 125-400-4801-3755 in FY 2022-23.
3. Alternatively, discuss and take other action related to this item.

12. Resolution Approving Continued Participation in the Los Angeles Urban County Community Development Block Grant Program by Entering into a Three-Year Cooperation Agreement with the County of Los Angeles.

Recommendation -

1. Adopt a Resolution approving continued participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program by entering into a three-year Cooperation Agreement effective July 1, 2024 through June 30, 2027 with the County of Los Angeles.
2. Authorize the City Manager, or designee, to execute all contracts, in a form approved by the City Attorney, with the Los Angeles County Development Authority (LACDA), and to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program.

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

13. Allow Adults over 21 Years of Age to Bring and Consume Alcohol at Library Park for the 2023 and 2024 Days of Summer Concerts in the Park Events

Recommendation -

1. Suspend El Segundo Municipal Code Section 7-6-8 to allow adults over 21 years of age to bring and consume alcohol at Library Park for the Summer Concerts in the Park events for 2023 and 2024.
2. Alternatively, discuss and take other action related to this item.

C. PUBLIC HEARINGS

14. Public Hearing for the Adoption of a New Private Instructor Permit Fee and Policy for Instructors Utilizing City Recreation Areas and Facilities

Recommendation -

1. Conduct a public hearing on the proposed private instructor permit fee.
2. Approve the proposed resolution establishing a \$15 per hour private instructor fee.
3. Approve the proposed private instructor permit policy.
4. Alternatively, discuss and take other action related to this item.

D. STAFF PRESENTATIONS

15. El Segundo Police Department Overview Presentation and Request for Additional Staffing

Recommendation -

1. Receive and file the El Segundo Police Department overview presentation.
2. Approve request for additional staffing.
3. Alternatively, discuss and take other action related to this item.

16. El Segundo Connect Pilot Transportation Program

Recommendation -

1. Review and approve proposed pilot public transportation program for residents, including the associated agreement amendment with Swoop, Inc.

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

17. Establish the Communications Coordinator (Part-time) Classification, Adopt Classification Specification and Resolution to Establish the Basic Salary Range

Recommendation -

1. Approve establishment of the Communications Coordinator (Part-time) classification.
2. Adopt the classification specification for the Communications Coordinator (Part-time).
3. Adopt a resolution establishing the basic salary range for the Communications Coordinator (Part-Time) position.
4. Alternatively, discuss and take other action related to this item.

18. Urho Saari Swim Stadium (“The Plunge”) Project Status Update Regarding the Design, Estimated Construction Costs and Schedule

Recommendation -

1. Receive and file the Urho Saari Sim Stadium “The Plunge” Update.
2. Alternatively, discuss and take other action related to this item.

19. Memorandum of Understanding Between the City of El Segundo and the El Segundo Police Support Services Employees’ Association and Amendment to the City Contributions for CalPERS Medical Premiums

Recommendation -

1. Adopt a Resolution approving and adopting the Memorandum of Understanding (“MOU”) between the City of El Segundo and the El Segundo Police Support Services Employees’ Association (“PSSEA”).
2. Adopt a Resolution amending the City contributions for CalPERS medical premiums pursuant to the MOU between the City of El Segundo and the PSSEA.
3. Alternatively, discuss and take other action related to this item.

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

20. Appointment to the Recreation and Parks Commission

Recommendation -

1. Announce the appointment.
2. Alternatively, discuss and take other action related to this item.

F. REPORTS - CITY CLERK

G. REPORTS - CITY TREASURER

H. REPORTS - COUNCIL MEMBERS

COUNCIL MEMBER BALDINO

COUNCIL MEMBER GIROUX

COUNCIL MEMBER PIRSZTUK

MAYOR PRO TEM PIMENTEL

MAYOR BOYLES

I. REPORTS - CITY ATTORNEY

J. REPORTS/FOLLOW-UP - CITY MANAGER

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)

MEMORIALS

ADJOURNMENT

POSTED:

DATE: June 15, 2023

TIME: 3:30 PM

BY: Tracy Weaver, City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
STRATEGIC PLANNING WORKSHOP
EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 16, 2023 – 1:00 PM

CALL TO ORDER - by Mayor Boyles at 1:05 PM

ROLL CALL

Mayor Boyles	-	Present
Mayor Pro Tem Pimentel	-	Present
Council Member Pirsztuk	-	Present
Council Member Giroux	-	Present
Council Member Baldino	-	Present

PLEDGE OF ALLIGIANCE – Barbara Voss, Deputy City Manager

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

Tracey Miller-Zarneke, resident and Environmental Committee Chairperson, asked Council to become Environmentally proactive and suggested the hiring of an Environmental Director.

SPECIAL ORDERS OF BUSINESS:

The Strategic Planning Workshop was facilitated by Henry Garcia and Rhonda D. Strout-Garcia of HR Dynamics & Performance Management, Inc., Principal Consultants/Owner.

1. Strategic Planning Workshop to discuss the City's Current Strategic Goals and Top Priorities for Fiscal Year (FY) 2022-2023 through FY 2026-2026.

The Strategic Planning Workshop includes the following:

- A. Welcome from Mayor Boyles
- B. Comments from City Manager, Darrell George
- C. Introductions – Review Agenda – Expectations – Henry Garcia,
 - What will be achieved during the meeting and from the strategic planning process.
 - ✓ Council stated what their goals were for the workshop.
- D. Facilitator Presentation of Staff and Council Interview Results

- E. Three “C’s” Discussion: Close Out, Carry Forward, and Create New Strategies under the Existing Five Goals.
- This process is for reviewing the Work Plan and proposed new goals and strategies to determine which have been completed, which will continue to be worked on and potentially what could be added to the list.
 - ✓ Both Council and staff actively participated in the review of the current plan and proposed new goals for the upcoming plan.

Recess at 2:57 PM

Reconvened at 3:08 PM

- F. “Top Ten” – Prioritizing of Strategies under the Existing Five Goals
- This process is for discussing and determining; in turn, Council will prioritize of the City’s goals and strategies for the next fiscal year.
 - ✓ Council participated in “dot” voting to set the goals and strategies for the upcoming plan.
- G. Wrap Up & Next Steps

Recommendation:

Receive, discuss, and provide direction regarding current Strategic Plan for FY 2022-2023 through FY 2025-2026.

Facilitator notes and draft strategic plan is attached.

Adjourned at 4:24 PM

Tracy Weaver, City Clerk

EXECUTIVE SUMMARY

The City of El Segundo operates under a City Council/City Manager form of government. The City Council consists of five (5) Council Members. The members of the City Council set policy and enact laws of the City. The City Manager is appointed by the members of the El Segundo City Council.

The purpose of the Strategic Planning Workshop conducted on May 16th, 2023, was to assist the City of El Segundo's Mayor, City Council and City Manager by facilitating a process in which to update the City's existing multi-year Strategic Plan. One of the primary responsibilities of the City Manager is to implement the plan set forth by the City Council, utilizing the City Departments and Executive Team. In this regard, it is imperative that staff receive regular feedback from the City Council relative to changing and/or new priorities, and that the City Council receive updates from the staff relative to progress made on the existing priorities. The previous update to the Strategic Plan was conducted on April 12th, 2022 which resulted in ten (10) priority items (strategies) selected from the City's established five (5) broad goals.

In preparation for the workshop, the facilitator conducted individual interviews with the Mayor, City Council, and Executive Team utilizing pre-planned questions as part of an environmental scan exercise. The results were summarized and presented during the workshop in which to highlight areas of consensus between the Mayor, City Council, and Executive Team, as well as to affirm a high degree of alignment with the current Strategic Plan goals and strategies.

The workshop took place on Tuesday, May 16th from 1:00 p.m. until approximately 4:30 p.m. During the workshop, the City Council engaged in a participatory process along with staff and input from the community, in which they accomplished the following:

1. Established expectations for the workshop and intended outcomes.
2. Reaffirmed the established five (5) major goals.
3. Received staff updates on each of the existing fifty-one (51) strategies.
4. Participated in the three "C's" exercise:
 - a. Closed out completed strategies
 - b. Carried forward strategies still in progress
 - c. Created new strategies
5. Participated in a voting (dot) exercise in which ten (10) new priorities were established for the 2023/24 fiscal year.
6. Referred the development of the detailed action plans and schedule to the City Manager and Executive Team.

As a result of the above process, the City of El Segundo's 2023/24 Strategic Plan Update includes a total of five (5) goals, and thirty-six (36) strategies of which ten (10) were identified as top priorities for the upcoming fiscal year. It is noted that through the process, the Mayor and City

Council closed out a total of nineteen (19) strategies as a result of staff updates and satisfactory completion of the tasks.

At the conclusion of the workshop, the Mayor and City Council had effectively established clear direction and focus for the Executive Team related to top priorities for Fiscal Year 2023-24. The Mayor and City Council clearly communicated its desire and intent to blend this exercise along with a review of currently available financial resources, or potential new resources related to funding additional programs and services; and the necessary actions/steps to achieve the priorities along with timelines and individuals responsible. It was further intended that this plan remain a fluid and evolving document to be re-visited at regular intervals for progress and re-shifting of priorities, as needed.

Attached to this summary are the detailed action plans prepared by staff, to be presented back to the City Council by the City Manager as a further step in the process to ensure that plans and timelines meet with the intended expectations. It should be noted that some of the goals identified may translate into resource needs that may be incorporated into future budgets.

It is recommended that the City of El Segundo continue with its “best practice” in conducting regular annual workshops to review progress, and to identify new or shifting priorities.

We would like to thank the Mayor, City Council and City Manager Darrell George, for the opportunity to assist the City of El Segundo in this important endeavor, and for the outstanding teamwork that provided for a positive and productive day. We look forward to the opportunity to partner with the City of El Segundo in the future.

Respectfully,

Henry Garcia

*Henry T. Garcia,
Principal Consultant*



DYNAMICS & PERFORMANCE MANAGEMENT, INC.

HR Dynamics & Performance Management, Inc.

Website: HRDPM.COM

Mobile: (951) 999-1617 or (951) 905-0025

EXPECTATIONS

The Mayor, City Council, and Executive Team expressed the following expectations related to the goal setting workshop, and their desired outcomes for the day:

- To establish alignment.
- To provide clarity and focus.
- To achieve prioritization.
- To establish clear objectives.
- To achieve buy-in.
- To engage in participation.

FIVE (5) MAJOR MULTI-YEAR GOALS

The City of El Segundo has established five (5) major multi-year Goals, which were affirmed at the Strategic Plan Update workshop. These goals serve as the key pillars in which to categorize specific strategies and action plans:

GOALS	
<u>Goal #1</u>	Enhance Customer Service, Diversity, Equity, Inclusion and Communication
<u>Goal #2</u>	Support Community Safety and Preparedness
<u>Goal #3</u>	Promote a Quality Workforce Through Teamwork and Organizational Efficiencies
<u>Goal #4</u>	Develop and Maintain Quality Infrastructure and Technology
<u>Goal #5</u>	Champion Economic Development and Fiscal Sustainability

TOP TEN (10) CITY COUNCIL PRIORITIES

The City Council determined its top priorities during the strategic planning session held on May 16th, 2023. The priorities are intended to convey the Council’s collective top areas of focus for Fiscal Year 2023-24. The Goal and Strategy references in the left-hand column correspond to those listed in subsequent pages.

2023/24 “TOP 10” PRIORITIES	
Goal #1 Strategy A	Enhance our proactive community engagement program to educate and inform the public about City services, programs, and issues.
Goal #2 Strategy A	Address quality of life issues pertaining to homelessness, graffiti, noise, crime, air quality and other concerns.
Goal #2 Strategy B	Determine the best and most cost-effective response model for the Fire Department; and complete and implement the Fire Department’s accreditation process.
Goal #3 Strategy A	Review and update 1-2 key performance indicators (KPIs) per department to ensure they can be tracked with data and the results used to make improvement decisions; use the data to provide departmental recognition as appropriate.
Goal #3 Strategy B	Expedite the on-boarding process for new employees, and expand outreach to include a broader scope of candidates in the recruitment process.
Goal #4 Strategy A	Renovate the indoor swimming facility, the Plunge; construction 1 st quarter of 2024; discuss funding.
Goal #5 Strategy A	Utilize the City’s long-term financial plan to make financial decisions; identify opportunities for new revenues, enhancement of exiting revenues, and exploration of potential funding options to support unfunded capital improvements and deferred maintenance to address the aging infrastructure throughout the City.
Goal #5 Strategy B	Implement the goals and objectives of the Economic Development Program aimed at industry diversification, business attraction, retention, expansion, and promoting the City as a tourist destination.
Goal #5 Strategy C	Preserve the small town charm and single family neighborhood.
Goal #5 Strategy D	Engage in a fiscal feasibility study about regional housing east of Pacific Coast Highway to include specific scenarios (staff to come back to Council with a plan;/proposal for the Study). Include Economic Development input.

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 6, 2023

CLOSED SESSION – Mayor Pro Tem Pimentel called the meeting to order at 4:01 PM

ROLL CALL

Mayor Boyles - Absent
Mayor Pro Tem Pimentel - Present
Council Member Pirsztuk - Present
Council Member Giroux - Present via teleconference
Council Member Baldino - Present

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

SPECIAL ORDER OF BUSINESS:

Mayor Pro Tem Pimentel announced that Council would be meeting in closed session pursuant to the items listed on the Agenda.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (GOV'T CODE §54956.9(D)(1): -10- MATTER(S)

1. City of El Segundo v. Wiseburn Unified School District, Los Angeles Superior Court Case No. 23TRCV01031
2. Scott O'Connor (City Police Officer) v. City of El Segundo, United States District Court (Central District of California), Civil Case No. 2:20-CV-0311 DMG (PLAx).
3. Scott Martinez (Retired City Fire Fighter) v. City of El Segundo, Los Angeles Superior Court Case No. 21ST CV10637.
4. James Tulette (Retired City Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 205T, CV44025.
5. Shawn Bonfield Retired (City Fire Department Battalion Chief) v. City of El Segundo, Los Angeles Superior Court Case no. 20ST CV48677.
6. William Hatcher (Retired El Segundo Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 21ST CV37399.
7. Richard Towne (Retired El Segundo Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 21ST CV19113.
8. Rebecca Smith (Former Non-Sworn Police Department Employee) v. City of El Segundo - Binding Arbitration Personnel Case.

9. Amy McDaniels (Non-Sworn Police Department Employee) v. City of El Segundo - Binding Arbitration Personnel Case.
10. Brent Beardmore (City Police Officer) v. City of El Segundo, Los Angeles Superior Court Case No. 22STCV25047.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Threats of Significant exposure/- to litigation pursuant to (Government Code §54956.9(d) (2) or (d)(3)): -1- matter(s).

1. Charles Mallory (Former Information Technology Systems Director) Claim against the City of El Segundo.

PUBLIC EMPLOYMENT (GOV'T CODE § 54957) -1- MATTER(S)

1. City Manager
Performance Review

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Government Code §54957.6): -5- MATTER(S)

1. Employee Organizations: Fire Fighters' Association (FFA), Professional Support Services Employee Association (PSSEA), City Employees' Association (CEA), and Management Confidential (Unrepresented Employee Group).

Representative: City Manager, Darrell George, Human Resources Director, Rebecca Redyk, Laura Droltz Kalty, and Alex Volberding.

2. Unrepresented Employee: City Manager
City Negotiator: City Attorney

Adjourned at 5:50 PM

OPEN SESSION – Mayor Pro Tem Pimentel called to order at 6:01 PM

ROLL CALL

Mayor Boyles	-	Absent
Mayor Pro Tem Pimentel	-	Present
Council Member Pirsztuk	-	Present
Council Member Giroux	-	Present via teleconference
Council Member Baldino	-	Present

INVOCATION – Pastor Kaleb Oh, United Methodist Church

PLEDGE OF ALLEGIANCE – Council Member Pirsztuk

SPECIAL PRESENTATIONS:

1. Council Member Baldino read a Proclamation proclaiming June 19, 2023 as Juneteenth Celebration Day, Tanya Taylor accepted the Proclamation.
2. Council Member Pirsztuk read a Proclamation proclaiming June 2023 as LGBTQ+ Pride Month, John Pickhaver accepted the Proclamation.

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

Monica Davis, resident, invited the community to take educational tours she is offering regarding El Segundo's Blue Butterfly. The tours will be held on July 6th, 8th, and 12th from 10:00 am to 12:00 pm. For more information, email at monicawdavis@gmail.com.

Rebecca Carr, resident, commented on a program she launched called, "Friday Night Lights" for High School students. Is looking to have the fees waived for park usage.

David Beugen, resident, commented on the noise level at El Segundo Aquatics Center due to a water aerobics class taught in the facility.

Jay Hoeschler, resident, commented on pedestrian safety on Main St. and El Segundo Blvd.; would like to see a crosswalk at Oak Ave. and Main St. and a bike lanes on both sides of El Segundo Blvd.

CITY MANAGER FOLLOW-UP COMMENTS:

Darrell George, City Manager and Dr. Stenstrom gave an update on the Hyperion Water Reclamation Plant.

- A. Read all Ordinances and Resolutions on the Agenda by Title Only.

MOTION by Council Member Baldino, SECONDED by Council Member Pirsztuk to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 4/0

B. CONSENT:

3. Approve Regular City Council meeting minutes of May 16, 2023.
(Fiscal Impact: None)
4. Approve warrants demand register for April 24, 2023 through May 14, 2023, numbers 21A, 21B and 22A: warrant numbers 3045344 through 3045669, and 9002895 through 9002928. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.
(Fiscal Impact: \$5,169,796.15 (\$1,839,053.81 in check warrants and \$3,330,742.34 in wire warrants))
5. Waive second reading and adopt Ordinance No. 1648 for Environmental Assessment No. 1230 and Zone Text Amendment No. ZTA 18-04, amending El Segundo Municipal Code ("ESMC") Titles 7, 13, and 15 to streamline the

permitted uses and development standards in all zones and implement several cleanup, clarifying, and conforming provisions.
(Fiscal Impact: None)

6. Accept the installation of the Police Department Rooftop Chiller Unit Replacement by Pardess Air, Inc. as complete. (Project No. PW 22-09)
(Fiscal Impact: \$248,461.53 included in the FY2022-23 budget)
7. Adopt Resolution No. 5417 appointing Chief Financial Officer David Cain as the primary representative to the Independent Cities Risk Manager Authority (“ICRMA”) Governing Board and maintain Council Member Pirsztuk and Risk Manager Hank Lu as alternative representatives to the ICRMA Board.
(Fiscal Impact: None)
8. Accept \$48,594.28 in grant funds from the Fiscal Year 2021 Fire Prevention & Safety (FPS) Grant and authorize the City Manager to sign Agreement No.6665 with FEMA who will serve as grant administrator for said grant.
(Fiscal Impact: \$49,594.28 and an additional appropriation of \$2,479.72)
9. Approve the one-year renewal of cost-sharing Agreement No. 6666 for the operation of Transit Line 109 FY 2023-24.
(Fiscal Impact: It is anticipated that the City's contribution for FY24 will be \$0. However, in the unlikely event that there is a funding shortfall, the City will pay up to \$50,000, which would be funded by Proposition A funds.)
10. Approve the El Segundo Senior Housing Board Corporation 2023 Operating Budget for the Park Vista senior housing facility located at 615 East Holly Avenue.
(Fiscal Impact: Park Vista senior living facility is owned by the City and managed by Cadman Group. Provided in the summary breakdown below, the facility generated positive net operating revenue of \$144,257.66 in 2022 and is projected to generate positive net operating revenue of \$43,875 in 2023. The reduced projected net operating revenue is primarily due to the new annual earthquake insurance premium payment. Operation of the facility does not currently impact the City's General Fund)
11. Adopt Resolution No. 5418 approving membership in the Los Angeles Regional Agency (“LARA”), also known as the Los Angeles Area Integrated Waste Management Joint Powers of Authority and authorize the City Manager to execute the LARA Joint Powers Agreement No. 6667.
(Fiscal Impact: There is an annual fee of \$0.30 per ton based on each city’s disposal tonnage. The annual fee for the City of El Segundo will be \$13,682 for this fiscal year, but is subject to change as a result of the changing disposal weight)

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino, approving Consent items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 4/0

STAFF PRESENTATIONS: (Item moved forward due to time constraints with Council Member Giroux)

13. Establish the Aquatics Manager Classification, Adopt Classification Specification, Examination Plan, and Basic Salary Range
(Fiscal Impact: There is no fiscal impact for FY 2022-23. If approved, the selection process to fill the Aquatics Manager position would require an approximately three-month recruitment, which would be completed in early FY 2023-24. The fiscal impact attributed to the salary and benefits for this position for nine months in FY 2023-24 is \$139,264)

Rebecca Redyk, Human Resources Director reported on the item.

Council discussion

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino approving the establishment of the Aquatics Manager classification, adopting the classification specification and examination plan for the position, and approving the appropriation of \$139,264 from the FY 2023-24 Budget – General Fund Unassigned Reserves to the FY 2023-24 Recreation, Parks, and Library full-time salary account. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 4/0

Joaquin Vasquez, Deputy City Attorney read by title only;

RESOLUTION NO. 5420

A RESOLUTION ESTABLISHING BASIC MONTHLY SALARY RANGE FOR FULL TIME JOB CLASSIFICATION

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino adopting Resolution No. 5420. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 4/0

Council Member Giroux left meeting at 7:02 PM.

C. PUBLIC HEARINGS:

12. Public Hearing for Approval of Proposed FY 2023-24 Citywide Operating Budget, Capital Improvement Program Budget, Gann Appropriations Limit, and Associated Financial Policies
(Fiscal Impact: Total proposed FY 2023-2024 budget appropriations (for all funds) equal \$195,972,100 with off-setting estimated revenues and use of reserves. Of these amounts, proposed general fund appropriations equal \$96,064,216 with off-setting estimated revenues and use of reserves. All applicable City financial policies are being fully adhered to)

Mayor Pro Tem Pimentel stated this was the time and place for a public hearing regarding the approval of the proposed FY 2023-24 Citywide Operating Budget, Capital

Improvement Program Budget, Gann Appropriations Limit, and Associated Financial Policies.

Clerk Weaver stated that proper notice had been given in a timely manner and that no written communication had been received in the City Clerk's office.

Dino Marsocci, Finance Manager and Vicky Wei, Finance Manager gave a presentation.

Public Input:

Eric Kari, resident and CIPAC Chairperson, thanked the Council for allowing the committee to serve and rank the items on the CIPAC list and also, thanked Lifan Xu for his leadership on CIPAC.

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino to close the public hearing. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 3/0

Council Discussion

Joaquin Vasquez, Deputy City Attorney read by title only:

RESOLUTION NO. 5419

A RESOLUTION ADOPTING THE 2023-2024 FINAL OPERATING AND CAPITAL IMPROVEMENT BUDGET AND THE 2023-2024 APPROPRIATIONS LIMIT FOR THE CITY OF EL SEGUNDO.

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino adopting Resolution No. 5419. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 3/0

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino approving various financial policies for FY 2023-2024 (general fund reserve policy, economic uncertainty reserve policy, Topgolf revenue allocation policy, unfunded actuarial liability policy, and inter-fund loan policy). MOTION PASSED BY A UNANIMOUS VOICE VOTE. 3/0

D. STAFF PRESENTATIONS: ***(Item #13 moved forwarded on the agenda)***

14. South Bay Cities Council of Governments Local Travel Network Wayfinding and Signage "Pilot" Project
(Fiscal Impact: The total estimated cost of this "Pilot" project is \$25,000. Metro has committed to reimburse the City for the entire cost of this "Pilot" project by Spring 2024.)

Elias Sassoon, Public Works Director, introduced the item.

David Leger, Senior Project Manager with South Bay Cities, Council of Governments gave a presentation.

Council discussion

Council consensus to receive and file presentation.

MOTION by Council Member Baldino, SECONDED by Council Member Pirsztuk directing staff to work with SBCCOG to implement this LTN Wayfinding and Signage "Pilot" Project within the City of El Segundo and direct staff to request Metro to reimburse the City for all costs associated with this "Pilot" project. MOTION PASSED BY A UNANIMOUS VOTE. 3/0

E. COMMITTEES, COMISSIONS AND BOARDS PRESENTATIONS: None

F. REPORTS – CITY CLERK – No report

G. REPORTS – CITY TREASURER –

15. Investment Portfolio Report dated March 2023

Matthew Robinson, City Treasurer gave a presentation.

Council discussion

Council consensus to receive and file the presentation.

H. REPORTS – COUNCIL MEMBERS

Council Member Baldino – As the Council liaison, attended a Senior Housing Board meeting and thanked Neil Cadman for his work with Park Vista, attended an Environmental Committee meeting, attended Planning Commission meeting, attended a League of Cities meeting. and went on a ride along with the Police Department and saw firsthand how the department handles the City's unhoused and thanked the department for the care in handling our unhoused.

Council Member Giroux – No report / left meeting at 7:02 PM

Council Member Pirsztuk – Congratulated all those graduating, promoting, and culminating this year and let the community know the Beach Shuttle will begin once school is out.

Mayor Pro Tem Pimentel – Shared a story regarding Stevie Ochwat, Senior Video Technician II with the City, who is leaving his position and moving to Arizona and thanked Stevie for his service with the City. Attended a Capital Venture meeting with Barbara Voss, Deputy City Manager regarding start-up companies in El Segundo and will attend the Metro meeting next week for the Mayor.

Mayor Boyles – Absent

I. REPORTS – CITY ATTORNEY – No report

J. REPORTS/FOLLOW-UP – CITY MANAGER – No report

MEMORIAL – None

Adjourned at 8:48 PM

Tracy Weaver, City Clerk



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Consent

Item Number: B.3

TITLE:

Warrant Demand Register for May 15, 2023 through May 28, 2023

RECOMMENDATION:

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 22B and 22C: warrant numbers 3045670 through 3045829, and 9002929 through 9002931.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The warrants presented were drawn in payment of demands included within the FY 2022-2023 Adopted Budget. The total of \$2,683,654.81 (\$1,353,764.25 in check warrants and \$1,329,890.56 in wire warrants) are for demands drawn on the FY 2022-2023 Budget.

BACKGROUND:

California Government Code Section 37208 provides General Law cities flexibility in how budgeted warrants, demands, and payroll are audited and ratified by their legislative body. Pursuant to Section 37208 of the California Government Code, warrants drawn in payments of demands are certified by the City's Chief Financial Officer and City Manager as conforming to the authorized expenditures set forth in the City Council adopted budget need not be audited by the City Council prior to payment, but may be presented to the City Council at the first meeting after delivery.

In government finance, a warrant is a written order to pay that instructs a federal, state, county, or city government treasurer to pay the warrant holder on demand or after a specific date. Such warrants look like checks and clear through the banking system like

Warrant Demand Register

June 20, 2023

Page 2 of 2

checks. Warrants are issued for payroll to individual employees, accounts payable to vendors, to local governments, and to companies or individual taxpayers receiving a refund.

DISCUSSION:

The attached Warrants Listing delineates the warrants that have been paid for the period identified above. The Chief Financial Officer certifies that the listed warrants were drawn in payment of demands conforming to the adopted budget and that these demands are being presented to the City Council at its first meeting after the delivery of the warrants.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

PREPARED BY:

Liz Lydic, Management Analyst

REVIEWED BY:

Wei Cao, CPA, CPFO, Finance Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Register 22b summary
2. Register 22c summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3045670 - 3045739
9002929 - 9002930

DATE OF APPROVAL: AS OF 6/5/2023

REGISTER # 22b

001	GENERAL FUND	115,408.49
003	EXPENDABLE TRUST FUND - OTHER	4,486.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	10,208.00
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	-
110	MEASURE "R"	65,800.25
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
120	C.O.P.S. FUND	-
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	8,095.00
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	AP CUPA PROGRAM OVERSIGHT SURCHARGE	-
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	3,805.00
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	49,847.87
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	426.36
502	WASTEWATER FUND	5,920.00
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	1,684.30
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
704	CULTURAL DEVELOPMENT	-
708	OUTSIDE SERVICES TRUST	-
TOTAL WARRANTS		<u>\$ 265,681.27</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

AP - U = 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.

CHIEF FINANCIAL OFFICER

CITY MANAGER

DATE: 5/31/23

[Signature]
acting CFO

[Signature] 6-6-23

DATE:

VOID CHECKS DUE TO ALIGNMENT:

N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES: State dated checks: 3037467 & 3037562
New re-issue check numbers 3044989 & 3044990
See attachment reports (check history listing & replaced checks listing)


**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 5/15/23 THROUGH 5/21/23**

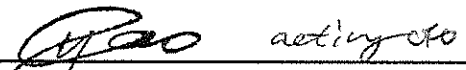
<u>Date</u>	<u>Payee</u>		<u>Description</u>
5/15/2023	IRS	342,542.87	Federal 941 Deposit
5/15/2023	Employment Development	5,278.29	State SDI payment
5/15/2023	Employment Development	80,743.17	State PIT Withholding
5/17/2023	Cal Pers	59,371.26	EFT Retirement Safety Police Classic - 1st Tier 28
5/17/2023	Cal Pers	48,529.16	EFT Retirement Safety Fire- Classic 30168
5/17/2023	Cal Pers	58,334.40	EFT Retirement Misc - PEPRA New 26013
5/17/2023	Cal Pers	39,646.12	EFT Retirement Misc - Classic 27
5/17/2023	Cal Pers	28,023.62	EFT Retirement Safety-Police-PEPRA New 25021
5/17/2023	Cal Pers	13,529.61	EFT Retirement Safety-Fire-PEPRA New 25020
5/17/2023	Cal Pers	7,615.24	EFT Retirement Sfty Police Classic-2nd Tier 30169
4/23/23-4/29/23	Workers Comp Activity	21,105.74	SCRMA checks issued
4/23/23-4/29/23	Liability Trust - Claims	-	Claim checks issued/(voided)
4/23/23-4/29/23	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>704,719.48</u>	

**DATE OF RATIFICATION: 5/31/23
 TOTAL PAYMENTS BY WIRE:**

704,719.48

Certified as to the accuracy of the wire transfers by:

 5/31/23
 Treasury & Customer Services Manager Date

 5/31/23
 Chief Financial Officer Date

 6/1/23
 City Manager Date

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 6/6/2023
REGISTER # 22b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	
1201	City Treasurer	
1300	City Clerk	
2101	City Manager	
2102	Communications	
2103	El Segundo Media	
2201	City Attorney	
2401	Economic Development	
2402	Planning	
2405	Human and Health Services	3,096.00
2500	Administrative Services	15,109.95
2601	Government Buildings	23,665.33
2900	Nondepartmental	
6100	Library	1,308.68
		43,179.96
PUBLIC SAFETY		
3100	Police	17,782.94
3200	Fire	483.93
2403	Building Safety	26,125.36
2404	Plng/Bldg Sfty Administration	
		44,392.23
PUBLIC WORKS		
4101	Engineering	6,330.13
4200	Streets/Park Maintenance	5,825.81
4300	Wastewater	
4601	Equipment Maintenance	5,770.15
4801	Administration	
		17,926.09
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	6,052.59
5400	Centennial	
		6,052.59
EXPENDITURES		
	CAPITAL IMPROVEMENT	49,847.87
	ALL OTHER ACCOUNTS	104,282.53
	TOTAL WARRANTS	265,681.27

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3045740 - 3045829
9002931 -

DATE OF APPROVAL: AS OF 6/8/2023

REGISTER # 226

001	GENERAL FUND	208,267.68
003	EXPENDABLE TRUST FUND - OTHER	8,470.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	-
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	4,120.05
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	62.87
118	TDA ARTICLE 3 - SB 021 BIKEWAY FUND	-
119	MTA GRANT	-
120	C.O.P.S. FUND	-
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	3,110.00
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	AP/ CUPA PROGRAM OVERSIGHT SURCHARGE	-
127	MEASURE "M"	-
128	SB-1	-
128	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	1,040.00
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	2,475.00
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	550,718.83
502	WASTEWATER FUND	301,776.08
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	616.63
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	789.26
704	CULTURAL DEVELOPMENT	6,636.58
708	OUTSIDE SERVICES TRUST	-
TOTAL WARRANTS		<u>\$ 1,088,062.98</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

AP - U = 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.

INTERIM CHIEF FINANCIAL OFFICER

CITY MANAGER

DATE: 5/31/23

[Signature]
acting CFO DATE:

[Signature] 6-6-23

VOID CHECKS DUE TO ALIGNMENT:
N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES: Stale dated checks: 3037467 & 3037562
New re-issue check numbers 3044989 & 3044990
See attachment reports (check history listing & replaced checks listing)

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 5/22/23 THROUGH 5/28/23**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
5/26/2023	IRS	371,469.87	Federal 941 Deposit
5/26/2023	Employment Development	3,939.68	State SDI payment
5/26/2023	Employment Development	92,422.36	State PIT Withholding
5/26/2023	Mission Square	65,863.96	457 payment Vantagepoint
5/26/2023	Mission Square	1,038.46	401(a) payment Vantagepoint
5/26/2023	Mission Square	2,690.03	401(a) payment Vantagepoint
5/26/2023	Mission Square	100.00	IRA payment Vantagepoint
5/26/2023	ExpertPay	2,720.76	EFT Child support payment
5/26/2023	California EDD	21,227.00	Quarterly Unemployment payment Q1-23
4/30/23-5/6/23	Workers Comp Activity	40,530.26	SCRMA checks issued
4/30/23-5/6/23	Liability Trust - Claims	13,330.35	Claim checks issued/(voided)
4/30/23-5/6/23	Retiree Health Insurance	9,838.35	Health Reimbursement checks issued
		<u>625,171.08</u>	

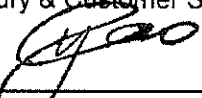
DATE OF RATIFICATION: 5/31/23


TOTAL PAYMENTS BY WIRE:

625,171.08

Certified as to the accuracy of the wire transfers by:

 5/31/23
 Treasury & Customer Services Manager Date

 acting CEO 5/31/23
 Chief Financial Officer Date

 6-6-23
 City Manager Date

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 6/6/2023
REGISTER # 22c

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	533.96
1201	City Treasurer	24.29
1300	City Clerk	363.40
2101	City Manager	13,110.33
2102	Communications	130.73
2103	El Segundo Media	
2201	City Attorney	
2401	Economic Development	83.46
2402	Planning	
2405	Human and Health Services	2,137.59
2500	Administrative Services	5,100.64
2601	Government Buildings	25,769.29
2900	Nondepartmental	2,685.05
6100	Library	10,146.79
		60,085.53
PUBLIC SAFETY		
3100	Police	14,946.24
3200	Fire	29,787.74
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	386.07
		45,120.05
PUBLIC WORKS		
4101	Engineering	15,540.09
4200	Streets/Park Maintenance	7,343.56
4300	Wastewater	795.20
4601	Equipment Maintenance	1,225.67
4801	Administration	234.25
		25,138.77
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	54,920.70
5400	Centennial	
		54,920.70
EXPENDITURES		
	CAPITAL IMPROVEMENT	2,475.00
	ALL OTHER ACCOUNTS	900,342.93
	TOTAL WARRANTS	1,088,082.98



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Consent

Item Number: B.4

TITLE:

Ongoing Service Agreements and Blanket Purchase Orders for FY 2023-24 in Excess of \$50,000 for Various Departments

RECOMMENDATION:

Waive the formal bidding process and approve the following:

1. Authorize the City Manager to execute an amendment to Agreement No. 5861 with **Riester Pacific, Inc.** for the City's economic development and hospitality and tourism marketing services to (1) extend the term of the agreement to June 30, 2024; and (2) authorize payment for services up to **\$350,000** (General Fund – City Manager's Office - \$275,000; and Chevron Grant Fund - \$75,000)
2. Authorize the City Manager to execute an amendment to Agreement No. 6062 with **Vincent Benjamin Group, LLC** to provide on-call temporary staffing services for use by various City departments for an amount not to exceed **\$350,000** in FY 2023-24. (General Fund – Various City Departments)
3. Authorize the City Manager to amend Agreement No. 5346 with **Prosum, Inc.** to provide project management and technical services for the Information Technology Services Department for an amount not to exceed **\$300,000** in FY 2023-24 (General Fund – Information Technology Services).
4. Authorize staff to continue to purchase **gasoline and diesel fuel for City vehicles** and equipment through the use of spot market purchasing for an amount not to exceed **\$254,500** in FY 2023-24 (General Fund - \$190,000; Asset Forfeiture Fund - \$13,000; Prop "A" Fund - \$30,000; Water Enterprise Fund - \$12,500; Wastewater Enterprise Fund - \$9,000).
5. Authorize the City Manager to amend the ongoing service agreements with **J. Lee Engineering, JAS Pacific, and CSG Consultants** to provide plan check, inspections services in the amount not to exceed a combined total of **\$247,000** in FY 2023-24 (General Fund – Building Safety).
6. Authorize the City Manager to amend Agreement No. 6441 with **The Centre for**

Organization Effectiveness to provide Citywide employee training for a total not to exceed contract amount of **\$175,000** in FY 2023-24 (General Fund – Human Resources Department).

7. Authorize the City Manager to amend Agreement No. 3881 with **All Cities Management Services, Inc.** for ongoing services to provide crossing guard services for the El Segundo School District for an amount not to exceed **\$142,750** in FY 2023-24 (General Fund – Finance Administration/ non-departmental).
8. Authorize the City Manager to amend Agreement No. 6063 with **JL Group, LLC** to perform confidential personnel investigations for a total not to exceed contract amount of **\$125,000** in FY 2023-24 (General Fund – Human Resources Department).
9. Authorize the City Manager to amend a professional service Agreement No. 6423 with **Charles Abbot Associates Inc.** to provide solid waste and recycling compliance support services for the Public Works Department for an amount not to exceed **\$100,000** in FY 2023-24 (General Fund – Public Works/Contractual Services).
10. Authorize the City Manager to amend Agreement No. 6379 with **Dennis Grubb and Associates, LLC** for professional plan check services to (1) extend the term of the agreement to June 30, 2024; and (2) authorize payment for services up to **\$100,000** for FY 2023-24 (General Fund – Fire Department – Fire Prevention Division).
11. Authorize the issuance of a blanket purchase order to **Hinderliter De Llamas & Associates** (Agreement No. 3313) to provide professional services related to sales and use tax for an amount not to exceed **\$100,000** in FY 2023-24 (General Fund – Finance Department - Business Services Division).
12. Authorize the City Manager to amend Agreement No. 6048 with **Koff & Associates** to provide human resources consulting services to include classification studies for a total not to exceed contract amount of **\$100,000** in FY 2023-24 (General Fund - Human Resources Department).
13. Authorize the issuance of a blanket purchase order to **Metron Farnier** for an amount not to exceed **\$100,000** in total for the purchase of single jet AMR water meters for the City's water system in FY 2023-24 (Water/Wastewater Enterprise Fund).
14. Authorize the City Manager to amend services Agreement No. 6467 with **Waterline Technologies, Inc.** for the purchase of all pool chemicals needed to maintain the City's recreational aquatic facilities for an amount not to exceed

\$100,000 in FY 2023-24 (General Fund – Public Works).

15. Authorize the City Manager to execute an amendment to Agreement No. 6016 with **KNB Consulting, LLC** for strategic public relations services and support to the Communications and Economic Development Divisions to (1) extend the term of the agreement to June 30, 2024; and (2) authorize payment for services up to **\$96,000** in FY 2023-24 (General Fund – City Manager – Communications & Economic Development Divisions).
16. Authorize the City Manager to amend Agreement No. 6114 with **Norman A. Traub & Associates, LLC** for providing public safety pre-employment background investigation services and workplace investigations for the Police Department and Human Resources for an amount not to exceed **\$85,000** in FY 2023-24 (General Fund – Police Department and Human Resources).
17. Authorize the issuance of a blanket purchase order to **Wittman Enterprises, LLC** (Agreement No. 2772) to provide ambulance transport and fire prevention billing and collection services, and distribution of City notices of privacy practices to the Fire Department for an amount not to exceed **\$80,000** for FY 2023-24 (General Fund – Fire Department – Fire Paramedic and Fire Prevention Divisions).
18. Authorize the City Manager to amend Agreement No. 6120 with **Four Star Investigations, LLC** to conduct administrative investigations for a total not to exceed contract amount of **\$75,000** in FY 2023-24 (General Fund – Human Resources Department).
19. Authorize the City Manager to amend Agreement No. 6010 with **CrowdStrike, Inc.** to provide cybersecurity services and software for an amount not to exceed **\$71,500** in FY 2023-24 (General Fund – Information Technology Services).
20. Authorize the issuance of a blanket purchase order to **Tyler Technologies/Eden Financial Management Systems** (Agreement No. 3516) for annual software licensing, maintenance, and support for an amount not to exceed **\$68,500** in FY 2023-24 (General Fund – Information Technology Services).
21. Authorize the City Manager to amend Agreement No. 3912 with **Westchester Medical, Inc.** to extend the term to June 30, 2024, and authorize the issuance of a purchase order for professional medical services for an amount not to exceed **\$60,000** in FY 2023-24 (General Fund – Fire Department; Police Department & Human Resources).
22. Authorize the issuance of a blanket purchase order to **Baker & Taylor Information Services** for supplying books and other library materials for an

amount not to exceed **\$57,509** in FY 2023-24 (General Fund – Recreation, Parks and Library Department).

23. Authorize the issuance of a blanket purchase order to **Marc Cohen** (Agreement No. 6424) for Medical Director consulting services for the El Segundo Fire Department for an amount not to exceed **\$54,000** in FY 2023-24 (General Fund – Fire Department).
24. Authorize the City Manager, or designee, to execute any agreements, amendments, or other documentation necessary to effectuate the approvals referenced above and described in this report.
25. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Amount Budget: \$3,191,759 (Included in the Adopted FY 2023-24 Budget)
Account Number(s): See “Attachment A – Blanket PO Summary of Accounts”

BACKGROUND:

The annual approval of Blanket Purchase Orders (POs) is done to ensure an effective and efficient approval process is in place for POs over the City Manager’s approval threshold of \$50,000. This will ensure these vital City services are operational at the beginning of the new fiscal year and delivery of excellent customer service will continue uninterrupted. The following service agreements and blanket purchase orders are organized by the operational department and reference the agreement as related to the “recommended Council action” item number listed above.

DISCUSSION:

CITY MANAGER

#1 - Riester Pacific, Inc.

Riester Pacific, Inc. will continue working on behalf of the City as its full-service marketing agency supporting business attraction and hospitality and tourism marketing efforts. This amendment is to extend the term of the Agreement through June 30, 2024, for an amount not to exceed \$350,000. Account Number: 001-400-2401-6201 (General Fund - \$275,000) and 702-400-2401-1281 (Chevron Grant Fund - \$75,000).

#15 - KNB Consulting LLC.

KNB Consulting, LLC will continue working on behalf of the City as a public relations strategist and provide support to the Communications and Economic Development

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Divisions. This amendment is to extend the term of the agreement through June 30, 2024, for an amount not to exceed \$96,000. Account Numbers: 001-400-2102- 6206 (General Fund – \$66,000) and 001-400-2401-6206 (General Fund – \$30,000).

COMMUNITY DEVELOPMENT DEPARTMENT

#5 – J. Lee Engineering, JAS Pacific, and CSG Consultants

J. Lee Engineering, JAS Pacific, and CSG Consultants provide plan check, inspection staffing for the Building & Safety Division. These services are utilized when workload exceeds the level that would preclude City staff from meeting customer service expectations. These expenditures are offset by plan check and permit fees. There would be three separate agreements that will not exceed a combined total of \$247,000 for fiscal year 2023-24. Account number 001-400-2403-6214 (General Fund).

FINANCE DEPARTMENT

#7 - All Cities Management Services, Inc.

On September 16, 2008, City Council approved an appropriation for ESUSD crossing guard services under Special Orders of Business, Item #6 within the 2008-2009 Budget Appropriations. This contract includes six crossing guards for a total of 5,409 hours. The contract is expected to be renewed year to year as long as ACMS performance meets the City's and ESUSD's expectations. The annual cost of funding this contract is an amount not to exceed \$142,750 for fiscal year 2023-24. Account number: 001-400-2901-6405 (General Fund).

#11 - Hinderliter De Llamas & Associates

On April 01, 2004, the City entered into a Professional Services Agreement No. 3313 with Hinderliter De Llamas & Associates (HDL) to provide services to generate additional sales and use tax revenue for the City of El Segundo. Services include sales tax and economic analysis, allocation audit and recovery, and ongoing consultation. HDL receives 15% of any new and/or use tax revenue received by the City as a result of audit and recovery work. The amount for the blanket purchase order for FY 2023-24 issued to HDL for an amount not to exceed \$100,000. Account number: 001-400-2504-6214 (General Fund).

FIRE DEPARTMENT

#23 - Marc Cohen, Medical Director Consulting Services

The Medical Director serves as the City's medical director as defined by the Los Angeles County EMS Agency, and acts as a liaison to the county and state EMS agencies, advocating for the department while keeping it current with policy changes.

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Medical Director roles and responsibilities include, but are not limited to, the advisement to the City in planning and evaluating the delivery of prehospital medical care by EMTs and paramedics; the review and approval of the medical content of all EMS training performed by the City and insurance of compliance with continuing education requirements of the State and local EMS agency; the review and approval of the medical components of the City's dispatch system; the assistance and development of procedures to optimize patient care; the review and recommendations of any new medical monitoring devices under construction and insurance of compliance with State and local regulation; the evaluation of compliance with legal documentation requirements of patient care; the participation in direct observation of filed responses as needed; the participation as needed with appropriate EMS committees and the local medical community; and the insurance of the City's controlled substance documentation.

Marc Cohen will continue working on behalf of the El Segundo Fire Department as its Medical Director. The amount for the blanket purchase order for FY 2023-24 is for an amount not to exceed \$54,000 Account Number: 001-400-3203-6214 (General Fund).

#21 - Westchester Medical Group

The City has a longstanding relationship with Westchester Medical Group Center for Heart and Health to provide Safety employees with annual Fitness for Duty and Executive physical evaluations. This important program, serves to improve the health of employees, enhance the wellness of executives, public safety employees and potentially reduce line-of-duty injuries. Staff recommends the authorization of a blanket purchase order for an amount not to exceed \$60,000. This very important program is in alignment with the employee engagement recommendations and in alignment with the City Strategic Plan to be prepared to respond and pro-actively work to prevent injuries. The amendment is to extend the term of the agreement through June 30, 2024, for an amount not to exceed \$60,000. FY 2023-24 Account numbers: Fire 001-400-3201-6214 \$26,500; Police 001-400-3101-6214 \$27,500; HR 001-400-2506-5221 \$6,000 (General Fund)

#10 – Dennis Grubb and Associates

Dennis Grubb and Associates, LLC provide fire prevention plan check services to the City of El Segundo. Plan check costs paid to this vendor are fully recovered by the City via the plan check fees adopted in the FY 2022-2023 Master Fee Schedule (FR-001 through FR-003M, FR-004A, FR-009, and FR-013). This amendment is to extend the term of the agreement through June 30, 2024, for an amount not to exceed \$100,000. Account number: 001-400-3204-6214 (General Fund)

#17 – Wittman Enterprises, LLC

The City utilizes Wittman Enterprises, LLC to distribute the City's Notice of Privacy Practices, and to provide ambulance transport and fire inspection billing and collection services. Distribution of City Notices of Privacy Practices includes processing and mailing Privacy Practices to patients transported by ambulance in accordance with The

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Healthcare Insurance Portability and Accountability Act (HIPAA). The fee for distributed notices is approximately \$1.25 per mailed notice (pass-through cost only). Ambulance transport billing and collection services include invoice processing for all medical transport services. Ambulance transport billing fees are invoiced to the City at 6.5% of net collections.

Fire inspection billing and collection services include invoice processing for annual fire inspections and annual operational permits. The fee per processed inspection is \$18 and will be recovered by the City via the Fire Prevention/Operations Inspection fee adopted in the FY 2022-23 Master Fee Schedule (FR-004A), which allows for full cost recovery. The total not to exceed amount for FY 2023-24 is \$80,000. Account numbers: 001-400-3203-6204 \$60,000; 001-400-3204-6204 \$20,000 (General Fund).

HUMAN RESOURCES DEPARTMENT

#2 - Vincent Benjamin Group LLC

The City entered into a professional services agreement with Vincent Benjamin Group, LLC in March 2021 for on-call temporary staffing services for use by various City departments under Agreement No. 6062. This agreement provides staffing to meet the short-term operational needs of various departments in the following scenarios: where a permanent position is frozen for a specific length of time to provide budgetary savings, while a recruitment is conducted, during an employee's leave of absence, or when extra help is necessary. For FY 2023-24, staff recommends awarding an amendment to the professional service agreement with Vincent Benjamin LLC to provide on-call temporary staffing services needed by various city departments for an amount not to exceed \$350,000. This contract will be funded in FY 2023-24 from savings from full-time salary and benefits as well as professional services accounts in various departments. Account number: Various

#12 – Koff & Associates

The City entered into a professional services agreement with Koff & Associates in April 2021 for human resources consulting services to include classification studies under Agreement No. 6048. For FY 2023-24, staff recommends awarding an amendment to the professional services agreement with Koff & Associates for a total contract amount not to exceed \$100,000. This contract will be funded in FY 2023-24 from account number: 001-400-2506-6214 (General Fund).

#8 – JL Group, LLC

The City entered into a professional services agreement with JL Group, LLC in November 2020 to perform confidential personnel investigations under Agreement No. 6063. For FY 2023-24, staff recommends awarding an amendment to the professional services agreement with JL Group, LLC for a total contract amount not to exceed \$125,000. This contract will be funded in FY 2023-24 from account number: 001-400-2506-6214 (General Fund).

#18 – Four Star Investigations, LLC

The City entered into a professional services agreement with Four Star Investigations, LLC in July 2021 to conduct administrative investigations under agreement 6120. For FY 2023-24, staff recommends awarding an amendment to the professional services agreement with Four Star Investigations, LLC for a total contract amount not to exceed \$75,000. This contract will be funded in FY 2023-24 from account number: 001-400-2506-6214 (General Fund).

#6 – The Centre for Organization Effectiveness

The City entered into a professional services agreement with The Centre for Organization Effectiveness in June 2022 to provide Citywide employee training under agreement 6441. For FY 2023-24, staff recommends awarding an amendment to the professional services agreement with The Centre for Organization Effectiveness for a total contract amount not to exceed \$175,000. This contract will be funded in FY 2023-24 from account number: 001-400-2506-6223 (General Fund).

INFORMATION TECHNOLOGY SERVICES DEPARTMENT

#3 - Prosum

Prosum has provided staffing services for the Information Technology Services Department since 2017 under Agreement No. 5346. For FY 2023-24, staff recommends awarding a professional service agreement with Prosum to provide project management and technical services needed by the department for an amount not to exceed \$300,000. Account number: 001-400-2505-6214 (General Fund)

#19 - CrowdStrike Inc.

It is essential for the City to keep our systems safe as there is a constant threat of cybersecurity attacks. CrowdStrike provides coverage against the wide range of cyberthreats. As an industry leader, it uses and combines next-generation technology for effective protection. From January 2020, ITSD has been utilizing the various CrowdStrike security measures. The cost will not exceed \$ 71,500 for FY 2023-24. Account number: 001-400-2505-6217 (General Fund)

#20 - Tyler Technologies – Eden Financial Management Systems

The City utilizes Tyler Technologies financial software to manage the City's General Ledger, Accounts Receivable, Accounts Payable, Payroll, and Human Resources. This item is for annual licensing, maintenance, and support of these systems. The total cost will not exceed \$68,500 for FY 2023-24. Account number: 001-400-2505-6217 (General Fund)

POLICE DEPARTMENT

#16 – Norman A. Traub & Associates, LLC

Norman A. Traub & Associates, LLC provides public safety pre-employment background investigation services and workplace investigations for the Police Department and Human Resources. The annual cost of funding this contract is for an amount not to exceed \$85,000 in FY 2023-24 ending June 30, 2024. Account numbers: Police 001-400-3101-6206, \$60,000 and Human Resources 001-400-2506-6214, \$25,000 (General Fund).

PUBLIC WORKS DEPARTMENT

#13 – Metron Farnier - Water Meters

The City's water distribution system includes over 4,000 water meters. The Water division has installed Automatic Meter Readers (AMR) on a small scale over the course of several years as it conducted trials. The Public Works Department completed its first major phase of the AMR meter Conversion Program in FY 2016-17 to replace 546 aging water meters in the City's commercial sector. Over the next several years, additional phases were implemented, and the City's entire AMR meter conversion is expected to be completed within the next two years. Meanwhile, the water division will replace aging meters with new AMR meters as part of their maintenance efforts. The cost to replace each meter ranges from \$250 to \$5,000, dependent upon size.

Staff started accelerating the residential AMR conversation program while continuing to replace failing meters, and recommends continuing to purchase meters from Metron Farnier, the vendor chosen previously for the AMR meters, in an amount not to exceed \$100,000 in total in FY 2023-24. Account numbers: 501-400-7103-8655 / 502-400-8204-8655 (\$50,000 Water Enterprise Fund / \$50,000 Wastewater Enterprise Fund).

#4 - Fuel for City Vehicles and Equipment

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

Many agencies, including Cities of Manhattan Beach, Redondo Beach and Hawthorne have opted to purchase fuel through spot purchases in lieu of entering into long-term contracts since the expiration of the LAMPPAC contract. Staff continuously monitors

long-term contracts available in the industry.

Pursuant to El Segundo Municipal Code (ESMC) § 1-7-10, relating to purchases and supplies, the City Council may at any time, by a majority vote and without amending the ESMC, waive purchasing procedures or alter proceedings to fit a specific purchase, when the waiver is not in violation of State law. Spot purchasing is the sort of modified purchasing arrangement that requires such a waiver by Council. It is possible that the total of purchases from any one vendor may exceed \$50,000; therefore, Council approval of spot purchasing is requested. The City is budgeting \$254,500 for Fiscal Year 2023-24 in accounts:

001-400-4601-5215	General Fund	\$190,000
109-400-3105-5215	Police - Asset Forfeiture Fund	\$ 13,000
112-400-5292-5215	Prop "A" Fund	\$ 30,000
501-400-7102-5215	Water Enterprise Fund	\$ 12,500
502-400-4301-5215	Wastewater Enterprise Fund	\$ 9,000
	Total	\$254,500

#9 - Charles Abbott Associates Inc.

Charles Abbott Associates Inc. has been providing solid waste and recycling compliance support services for Public Works Department on an annual basis since 2020. For FY 2023-24, staff recommends amending the professional service agreement with Charles Abbott Associates Inc. to continue to provide solid waste and recycling compliance support services needed by Public Works Department for an amount not to exceed \$100,000. Account number: 001-400-4206-6206 (General Fund)

#14 – Waterline Technologies, Inc.

Over the past five years, Waterline Technologies, Inc. has accommodated the City with respect to its needs regarding chemical deliveries for the City’s pools. In addition to providing competitive pricing, quality products, and in-stock inventory, Waterline Technologies, Inc. is the only vendor in the area that can cover most delivery requests the very next day. Attempts to solicit these same services from other vendors have been unsuccessful as the vendors either do not carry the chemicals needed, have long delivery delays, or are not interested in providing services for the City. For FY 2023-24, staff recommends waiving the bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(A) and amending the service agreement with Waterline Technologies, Inc. to continue to provide the pool chemical services needed to maintain the City’s aquatic facilities for an amount not to exceed \$100,000. Account number: 001-400-2601-5204 (General Fund)

RECREATION, PARKS, AND LIBRARY DEPARTMENT

#22 - Baker and Taylor

Baker and Taylor, the Library’s leading supplier of books, music, books on CD, DVDs,

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E-books, and other items, offers substantial savings up to 45% under retail cost. Staff recommends continuing to purchase library supplies from Baker and Taylor and issuing a blanket purchase order for an amount not to exceed \$57,509 for Fiscal Year 2023-24. Account numbers: 001-400-6103-5501 \$55,700; 001-400-6103-6277 \$1,809 (General Fund).

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication

Objective 1A: El Segundo provides unparalleled service to all customers.

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

PREPARED BY:

Maria Cerritos, Purchasing Agent

REVIEWED BY:

Wei Cao, CPA, CPFO, Finance Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. 2023-2024 Blanket PO Summary of Accounts Schedule_A

2023/2024 Blanket PO Summary of Accounts

Schedule A

Ref #	Account Number		Amount
<u>CITY MANAGER</u>			
1	001-400-2401-6201	Riester Pacific, Inc	275,000
1	702-400-2401-1281	Riester Pacific, Inc	75,000
		Riester Pacific, Inc Total	350,000
15	001-400-2102-6206	KNB Consulting, LLC	66,000
15	001-400-2401-6206	KNB Consulting, LLC	30,000
		KNB Consulting, LLC Total	96,000
<u>COMMUNITY DEVELOPMENT</u>			
5	001-400-2403-6214	J. Lee Engineering, JAS Pacific, CSG Consultants	247,000
<u>FINANCE</u>			
7	001-400-2901-6405	All Cities Management Services, Inc	142,750
11	001-400-2504-6214	Hinderliter De Llamas & Associates	100,000
<u>FIRE</u>			
10	001-400-3204-6214	Dennis Grubb and Associates	100,000
17	001-400-3203-6204	Wittman Enterproses, LLC	60,000
17	001-400-3204-6204	Wittman Enterproses, LLC	20,000
		Wittman Enterproses, LLC Total	80,000
21	001-400-3201-6214	Westchester Medical Group	26,500
21	001-400-3101-6214	Westchester Medical Group	27,500
21	001-400-2506-5221	Westchester Medical Group	6,000
		Westchester Medical Group Total	60,000
23	001-400-3203-6214	Marc Cohen	54,000
<u>HUMAN RESOURCES</u>			
2	Various accounts	Vincent Benjamin Group, Inc.	350,000
6	001-00-2506-6223	The Centre for Organization Effectiveness	175,000
8	001-400-2506-6214	JL Group, LLC	125,000
12	001-400-2506-6214	Koff & Associates	100,000
18	001-400-2506-6214	Four Star Investigations, LLC	75,000
<u>INFORMATION TECHNOLOGY</u>			
3	001-400-2505-6214	Prosum	300,000
19	001-400-2505-6217	Crowdstrike, Inc	71,500
20	001-400-2505-6217	Tyler Technologies/Eden Financial	68,500
<u>POLICE</u>			
16	001-400-3101-6206	Norman A. Traub & Associates, LLC	60,000
16	001-400-2506-6214	Norman A. Traub & Associates, LLC	25,000
		Norman A. Traub & Associates, LLC Total	85,000
<u>PUBLIC WORKS</u>			
4	001-400-4601-5215	Fuel for City Vehicles and Equipment	190,000
4	112-400-5292-5215	Fuel for City Vehicles and Equipment	30,000
4	109-400-3105-5215	Fuel for City Vehicles and Equipment	13,000
4	501-400-7102-5215	Fuel for City Vehicles and Equipment	12,500
4	502-400-4301-5215	Fuel for City Vehicles and Equipment	9,000

		Fuel Total	254,500	
13	501-400-7103-8655	Metron Farnier (Water Meter)		50,000
13	502-400-8204-8655	Metron Farnier (Water Meter)		50,000
		Metron Farnier Total	100,000	
14	001-400-2601-5204	Waterline Technologies, Inc		100,000
9	001-400-4206-6206	Charles Abbot & Associates		100,000
 <u>RECREATION, PARKS, LIBRARY</u>				
22	001-400-6103-5501	Baker & Taylor		55,700
22	001-400-6103-6277	Baker & Taylor		1,809
		Baker & Taylor Total	57,509	
			GRAND TOTAL	3,191,759.00



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Consent

Item Number: B.5

TITLE:

Acceptance and Appropriation of the U.S. Department of Justice Bulletproof Vest Partnership Program Grant and Officer Wellness and Mental Health Grant

RECOMMENDATION:

1. Authorize acceptance of a \$4,765.56 award from the U.S. Department of Justice (USDOJ), Bulletproof Vest Partnership (BVP) Program to support the El Segundo Police Department (ESPD). The purpose of the BVP Program is to reimburse local jurisdictions up to 50 percent of the cost of body armor vests purchased for law enforcement officers. The award is valid from April 1, 2022, to August 31, 2024.
2. Authorize acceptance of the Officer Wellness and Mental Health Grant award for \$37,912.46 from the Board of State and Community Corrections (BSCC) to support the ESPD. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources. The award is valid from January 1, 2023, to October 31, 2024.
3. Appropriate USDOJ BVP Program grant and Officer Wellness and Mental Health grant revenues and expenditures for fiscal year 2022-2023, and carry over the unspent balances to fiscal year 2023-2024.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

USDOJ BVP Grant

New projected grant revenue of \$4,765.56 - Revenue Account: 124-300-3101-3788

New appropriations of \$4,765.56 for vest purchase - Expense Account 124-400-3101-3788

The remaining amount of \$4,734.44 (\$9,500.00 total vest cost deducting grant award) will come from PD general fund account 001-400-3101-4215. No additional appropriation is

Appropriating Grant Awards

June 20, 2023

Page 2 of 3

requested.

Officer Wellness and Mental Health Grant

New grant revenue of \$37,912.46 (received on February 18, 2023) - Revenue Account: 125-300-3101-3777

New appropriations of \$37,912.46 - Expense Account: 125-400-3101-3777

BACKGROUND:

USDOJ BVP Program Grant

The Bulletproof Vest Partnership (BVP) Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The BVP program's purpose is to reimburse state and local law enforcement up to fifty percent of body armor costs. ESPD has been participating in the BVP Grant Program since 1999. The United States Department of Justice, Office of Justice Programs and Bureau of Justice Assistance has awarded the Police Department a BVP grant in the amount of \$4,765.56. The grant will reimburse the City of El Segundo fifty percent of the cost for each ballistic vest purchased between April 1, 2022, and August 31, 2024, or until all funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Officer Wellness and Mental Health Grant

Per the BSCC, this disbursement is being made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001. This funding is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the Penal Code. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources as follows:

1. Establishing officer wellness units or expanding existing officer wellness units.
2. Establishing peer support units or expanding peer support units.
3. Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement.
4. Expanding multiagency mutual aid programs focused on officer wellness and mental health.
5. Other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

All eligible law enforcement agencies received payment in February 2023. The grant period is from January 1, 2023, to October 31, 2024, or until all funds have been exhausted. Awards will not be extended past that date, and any unused funds will be returned to BSCC.

Appropriating Grant Awards

June 20, 2023

Page 3 of 3

DISCUSSION:

The ESPD Policy Manual section 1011 compels all uniformed officers to wear a ballistic vest when the officer begins service at ESPD. The life span of a ballistic vest is five years. After a five-year period, all ballistic vests must be replaced as soon as reasonably possible. The Police Department anticipates purchasing approximately twelve ballistic vests during this award period and the expense will be approximately \$9,500. Under this grant, the Department of Justice will reimburse the City of El Segundo fifty percent of this cost, up to the grant award of \$4,765.56. Ballistic vests have been proven to save lives. The Chief of Police will continue to require officers to maintain this equipment in good working order and use the equipment consistent with the department policy and sound officer safety practice.

The Officer Wellness and Mental Health Grant focuses on wellness and peer support units. ESPD has a Health and Wellness Program comprised of four officers and a Peer Support Group comprised of nine police personnel. With these funds we can expand both units and use their expertise to brainstorm ideas on how best to move forward with the expenditure of funds. BSCC plans on hosting webinars for further guidance on reporting guidelines and reporting requirements.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Promote a quality workforce through teamwork and organizational efficiencies.

Objective: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged, and innovative.

PREPARED BY:

Julissa Solano, Sr. Management Analyst

REVIEWED BY:

Jaime Bermudez, Police Chief

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Consent

Item Number: B.6

TITLE:

Acceptance for the Community Development Block Grant Project/City Hall ADA Public Restrooms Improvements Project No. PW 21-08

RECOMMENDATION:

1. Accept the Construction of CDBG Project 602294-20 City Hall Public Restrooms ADA Improvements Project No. PW 21-08 by Corral Construction & Development, Inc.
2. Authorize the City Clerk to file a Notice of Completion with the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in Adopted FY 2021/22 Budget. The project construction cost is \$210,221.50.

Amount Budgeted: \$213,333

Additional Appropriation: No

Account Number(s):

\$115,000 from 111-400-2781-8499 (CDBG Funding)

\$98,333 from 301-400-8201-8209 (General Fund Capital Improvement Project)

BACKGROUND:

On March 1, 2022, City Council awarded the construction contract for this project to Corral Construction & Development, Inc. The scope of the project was to remove the accessibility barriers and provide an ADA-Compliant restroom facility.

DISCUSSION:

Construction began last year and was completed by Corral Construction &

PW 21-08: CDBG 602294-20 City Hall Public Restrooms

June 20, 2023

Page 2 of 2

Development, Inc. in May 2023.

Staff respectfully recommends that City Council accepts the work performed by Corral Construction & Development, Inc. utilizing the Community Development Block Grant (CDBG Project 602294-20), and authorize the City Clerk to file a Notice of Completion with the County Recorder's office. The remaining unspent funds will be returned to the funding source for future projects.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication

Objective 1A: El Segundo provides unparalleled service to all customers.

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

PREPARED BY:

Floriza Rivera, Principal Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

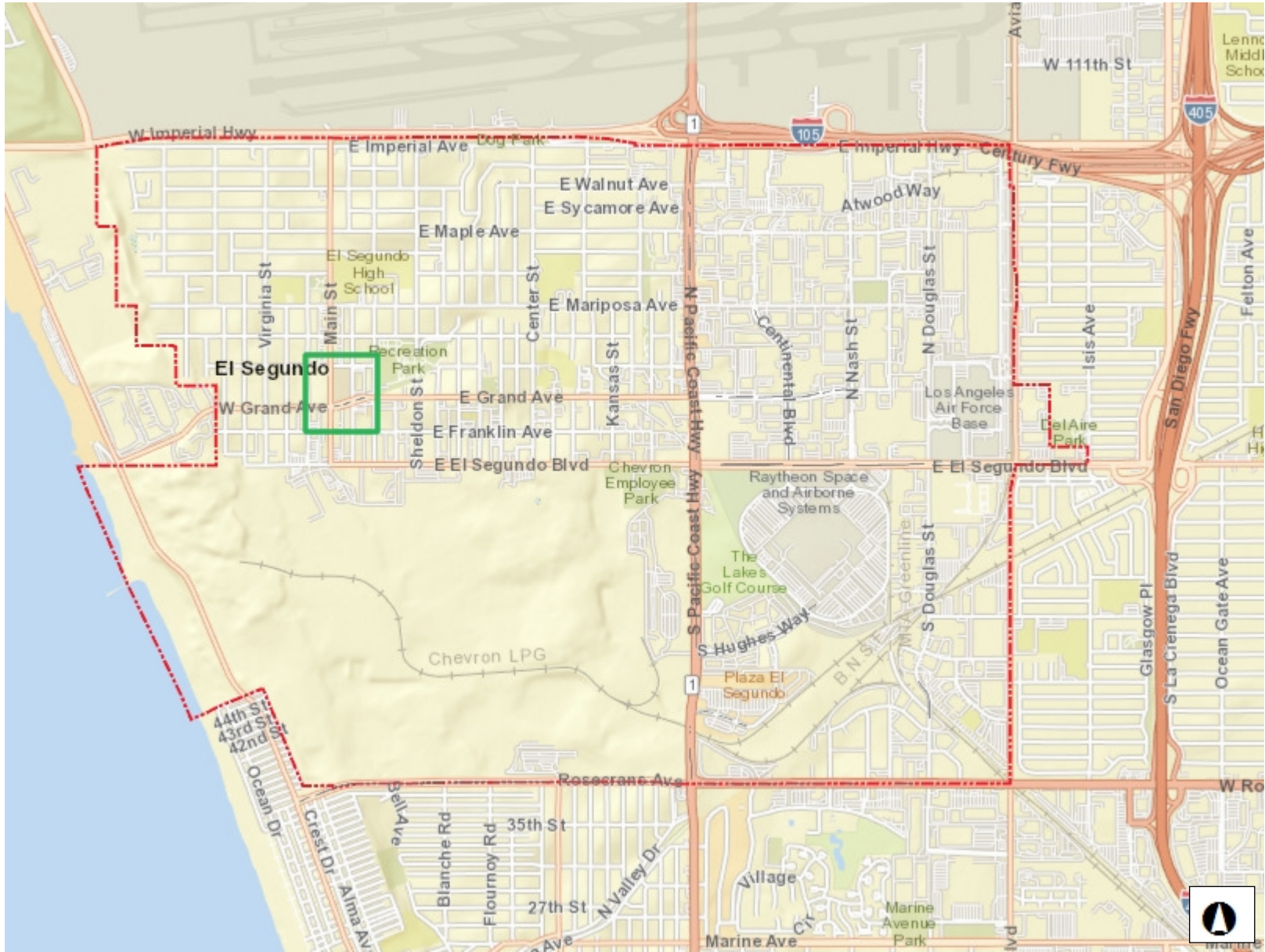
ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map PW 21-08
2. Location Map PW 21-08
3. Notice of Completion PW 21-08
4. CDBG CH Public RR Before After Pictures PW 21-08



Vicinity Map

CDBG Project Number 602294-20: City Hall Public Restroom Improvements



6,018.7 0 3,009.33 6,018.7 Feet

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DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. The City of El Segundo will not be held responsible for any claims, losses or damages resulting from the use of this map.



Location Map

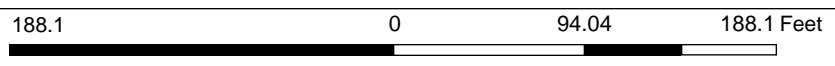
CDBG Project Number 602294-20: City Hall Public Restroom Improvements



Legend

- City Boundary
- Project Location
- Phase 1 - Council Chambers Lobby Restrooms
- Phase 2 - Main (East) Lobby Restrooms

Notes



WGS_1984_Web_Mercator_Auxiliary_Sphere

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**Recording Requested by
and When Recorded Mail To:**

**City Clerk, City Hall
350 Main Street
El Segundo, CA 90245**

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Sewer Closed Circuit Television Inspection Project.
Project No. PW 21-08 Contract No.6288

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of El Segundo
3. The full address of the owner is: City Hall, 350 Main Street, El Segundo, CA, 90245
4. The nature of the interest of the owner is: Public Facilities
5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on May 25, 2023. The work done was: Community Development Block Grant Project (CDBG Project 602294-20), City Hall Public Restrooms ADA Improvements.
6. On June 20, 2023, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such work of improvement was: Corral Construction & Development, Inc.
8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows:
 - City Hall building Council Chambers Lobby and East Lobby men's and women's public restrooms.
9. The street address of said property is: 350 Main St., El Segundo, CA 90245

Dated: _____

Elias Sassoon
Public Works Director

VERIFICATION

I, the undersigned, say: I am the Director of Public Works of the City El Segundo, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on _____, 2023 at El Segundo, California.

Elias Sassoon
Public Works Director

CDBG City Hall Public Restrooms Before and After Pictures

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602294-20

Before: Council Chambers Lobby Men's Restroom

Exterior areas



Anteroom



After:

New ADA signage



New lighting and tile in anteroom



New urinal, urinal cleanout, ADA stall, sink, mirror, paper towel dispenser, waste receptacle, tile, lighting, fixtures, and accessories installed.



ADA stall layout



Before: Council Chambers Lobby Women's Restroom

Anteroom



One stall



After:

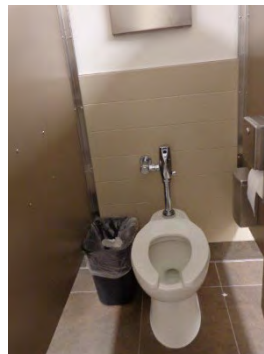
New ADA signage



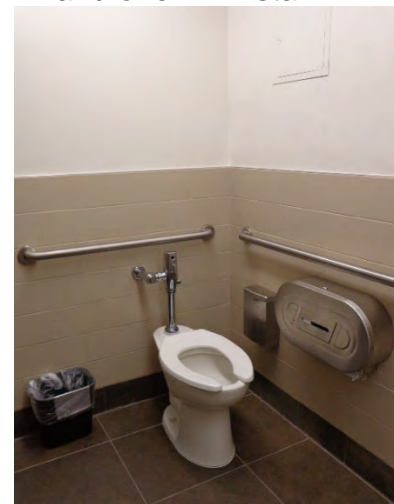
Anteroom removed. New sinks, mirrors, paper towel dispenser, waste receptacle, disposal containers, tile, lighting, fixtures, and accessories installed.



Two new stalls, one regular



... and one ADA stall



Before: East Lobby Men's Restroom

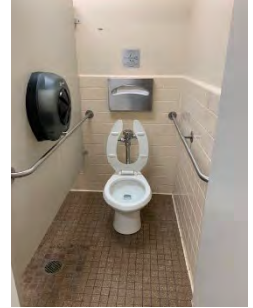
Anteroom



One regular and one slightly larger stall



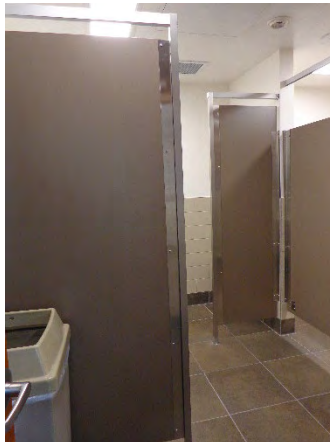
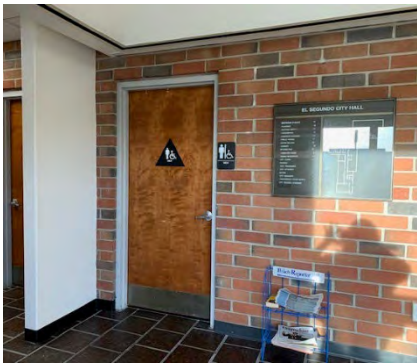
Larger stall layout



After:

New ADA signage and exterior screen wall installed. Directory moved further away from door frame.

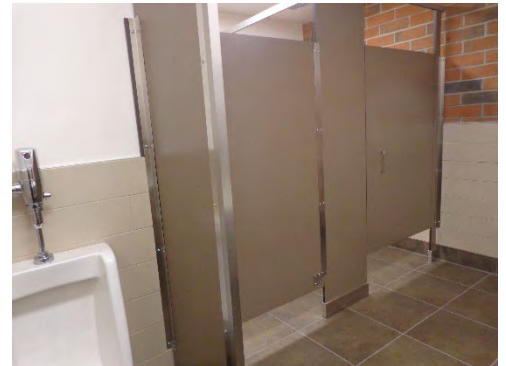
Privacy screens for sinks/urinal, new urinal, urinal cleanout, ADA stall, sinks, mirrors, paper towel dispenser, tile, lighting, fixtures, and accessories installed.



ADA stall layout

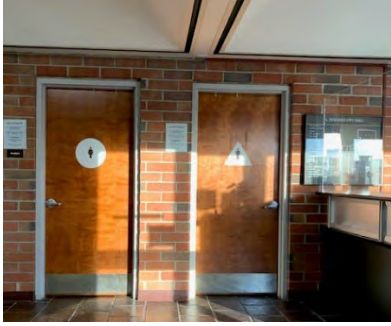


New urinal. Cleanout on wall in ADA stall (see left).



Before: East Lobby Women's Restroom

Exterior areas



Anteroom door



One regular and one slightly larger stall. Tile floor repaired previously.



After:

New ADA signage and exterior screen wall installed.

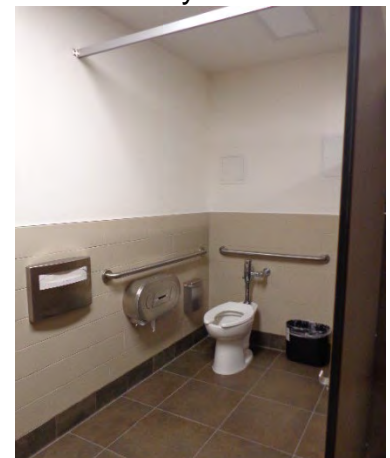
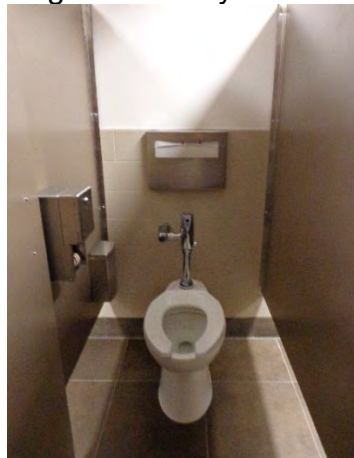


Anteroom removed. Two new stalls constructed, one regular with tall privacy door and one ADA stall. New sinks, mirrors, paper towel dispenser, disposal containers, tile, lighting, fixtures, sink screen, and accessories installed.



Regular stall layout

ADA stall layout





City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Consent

Item Number: B.7

TITLE:

Award Public Works Construction Contract to Hardy and Harper, Inc. for the FY 2023-24 Pavement Rehabilitation Project No. PW 23-01

RECOMMENDATION:

1. Authorize the City Manager to execute a standard Public Works construction contract with Hardy and Harper, Inc. for \$1,635,000 for the award of the FY 2023-24 Pavement Rehabilitation Project, Project No. PW 23-01, and authorize an additional \$163,500 as contingency funds for potential unforeseen conditions
2. Authorize the City Manager to execute a standard Professional Services Agreement with Anser Advisory Management, LLC in the amount of \$81,663 for construction inspection and testing services and authorize an additional \$8,166 for construction related contingencies.
3. Appropriate \$388,329 from Measure R Fund for FY 2023-24.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in Adopted FY 2023-24 Budget

Amount Budgeted: \$1,500,000

Additional Appropriation: Yes. Appropriate \$388,329 from Measure R fund

Account Number(s): \$300,000 from Prop C fund - Account 114-400-5293-8943

\$800,000 from SB-1 fund - Account 128-400-8203-8383

\$788,329 from Measure R fund - Account 110-400-8203-8943

Award FY 2023-24 Pavement Rehabilitation Project

June 20, 2023

Page 2 of 3

BACKGROUND:

On April 18, 2023, the City Council adopted the plans and specifications for the FY 2023-24 Pavement Rehabilitation Project. The project will overlay or slurry seal various streets in the northwest quadrant of the City, north of Mariposa Avenue and west of Sheldon Street. The purpose of this project is to provide preventive maintenance and increase the life of rehabilitated roadways.

DISCUSSION:

On May 16, 2023, the City Clerk received and opened four bids as follows:

- | | |
|------------------------------|----------------|
| 1. Hardy and Harper, Inc. | \$1,635,000.00 |
| 2. Sequel Contractors | \$1,706,678.45 |
| 3. All American Asphalt | \$1,934,222.00 |
| 4. Onyx Paving Company, Inc. | \$1,977,000.00 |

Hardy and Harper, Inc. has been found to be the apparent lowest responsive bidder. Their state license and DIR registration are in good standing, and they have satisfactorily completed similar projects for the cities of Buena Park, Downey, Anaheim, Norco, and Lake Elsinore. Hardy and Harper also completed successful El Segundo paving projects in 2019 and 2020.

On May 16, 2023, the City also received proposals for project construction inspection and material testing from four consulting firms. Several Public Works staff members reviewed and rated the proposals, and Anser Advisory was selected as the most qualified firm for this project.

Consequently, staff requests City Council to approve the recommended actions as noted. With the City Council's authorization, the anticipated schedule for this project is as follows:

June 2023 - Award Contract
July 2023 - Complete Contract Documents
Late July 2023 - Begin Construction
September 2023 - Complete Project

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community

Award FY 2023-24 Pavement Rehabilitation Project

June 20, 2023

Page 3 of 3

PREPARED BY:

Floriza Rivera, Principal Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

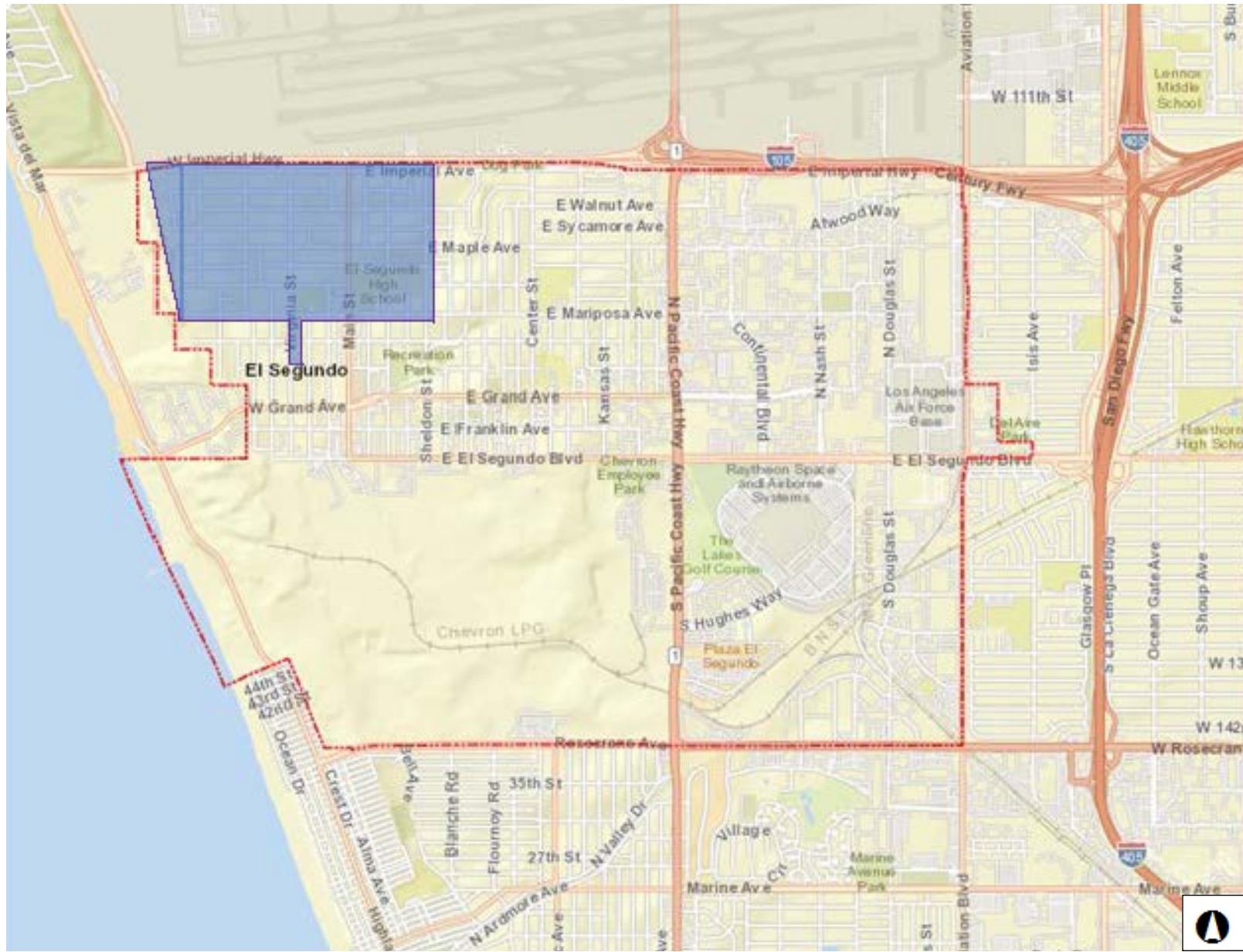
ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map PW 23-01
2. Location Map PW 23-01



Vicinity Map

PW 23-01: FY 23/24 Pavement Rehabilitation Project



6,018.7 0 3,009.33 6,018.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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Location Map

PW 23-01: FY 23/24 Pavement Rehabilitation Project



Legend

- City Boundary
- █ Construct 2-inch-deep grind and overlay
- █ Install Type II slurry seal
- █ Previously overlaid area still in good condition

Sheldon St. overlay from E. Mariposa Ave. to E. Oak Ave. to occur on different FY 23/24 project.

Alley behind 407 Concord St.



Notes

No Scale



WGS_1984_Web_Mercator_Auxiliary_Sphere

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City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Consent

Item Number: B.8

TITLE:

Design and Plans for George Brett Field Restroom Improvements Project PW 23-10

RECOMMENDATION:

1. Adopt a resolution to approve the design and plans for the George Brett Field Restroom Improvements Project PW 23-10.
2. Authorize staff to advertise the project for construction.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in Adopted FY 2022-23 Budget.

Amount Budgeted: \$328,000

Additional Appropriation: None

Account Number(s): 301-400-8202-8216 (Brett Field Restrooms)

BACKGROUND:

On June 6, 2023, the City Council adopted FY 2022-23 Capital Improvement Program (CIP) Budget which included the George Brett Field Restroom Improvements Project. The George Brett Field Restrooms and Snack Bar is an aging facility and has been identified by staff to be in need of improvement. The restrooms will be converted to single-occupancy gender-neutral restrooms, and the attached snack bar will be renovated to have an improved transaction window. Once completed, this facility will be in full ADA and CBC compliance.

DISCUSSION:

In October 2022, the City entered into a professional services agreement with Kardent, Inc, an architectural design firm, to design the George Brett Field Restroom

June 20, 2023

Page 2 of 2

Improvements. The final design was completed in May 2023.

Staff estimates the following timeline for the project, which is specifically scheduled after the 2023 El Segundo Little League season, to minimize construction impacts:

July 2023: Advertising and Bid Process
September 2023: Contract Award
October 2023: Begin Construction
November 2023: Construction Completion

Staff requests that City Council approve the recommended actions as noted.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

PREPARED BY:

James Rice, Associate Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

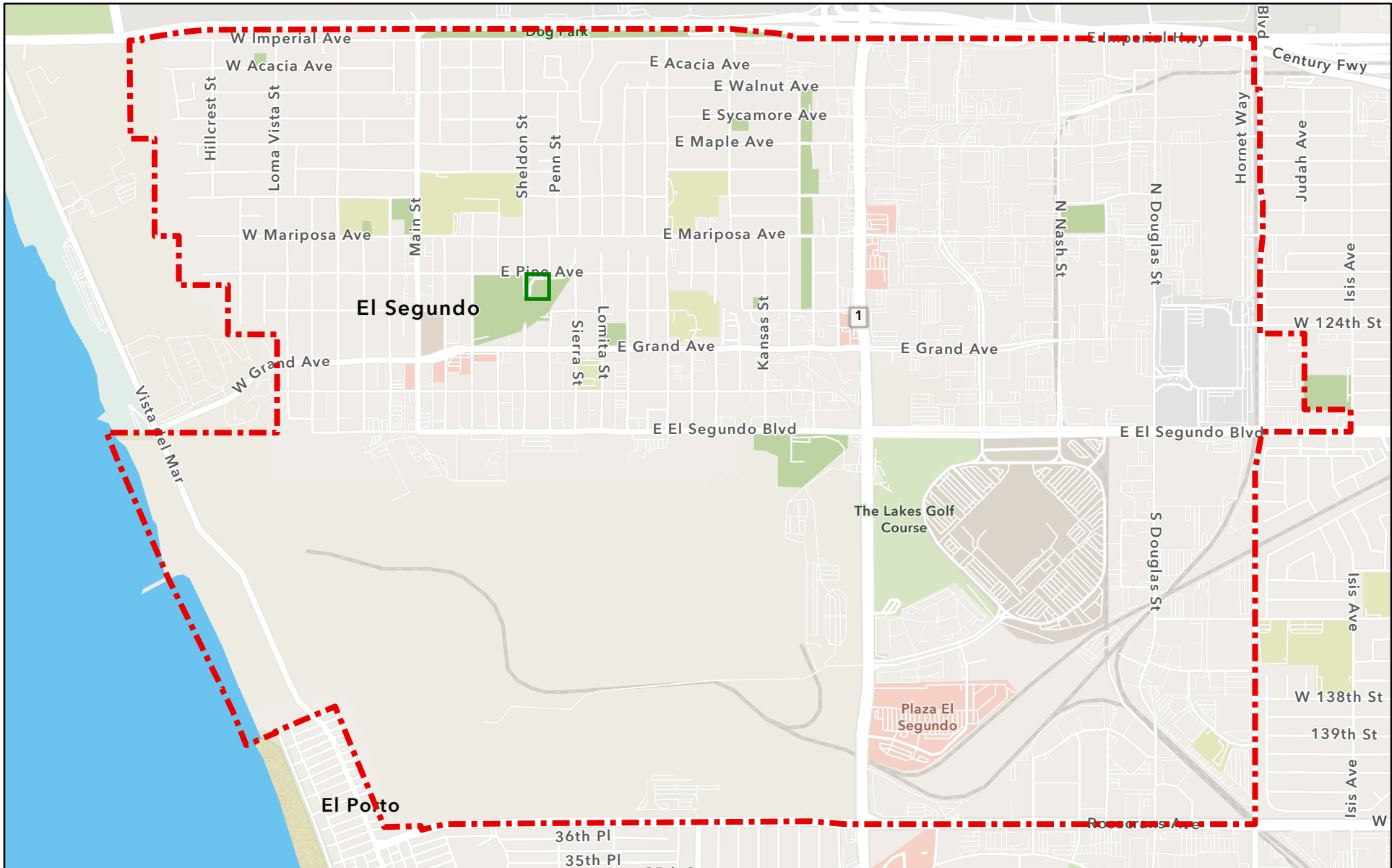
APPROVED BY:

Barbara Voss, Deputy City Manager

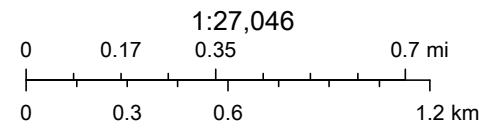
ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map
2. Location Map
3. PW 23-10, George Brett Field Restroom Improvements Plan Adoption Resolution

Vicinity Map - PW 23-10 George Brett Field Restroom Improvements Project

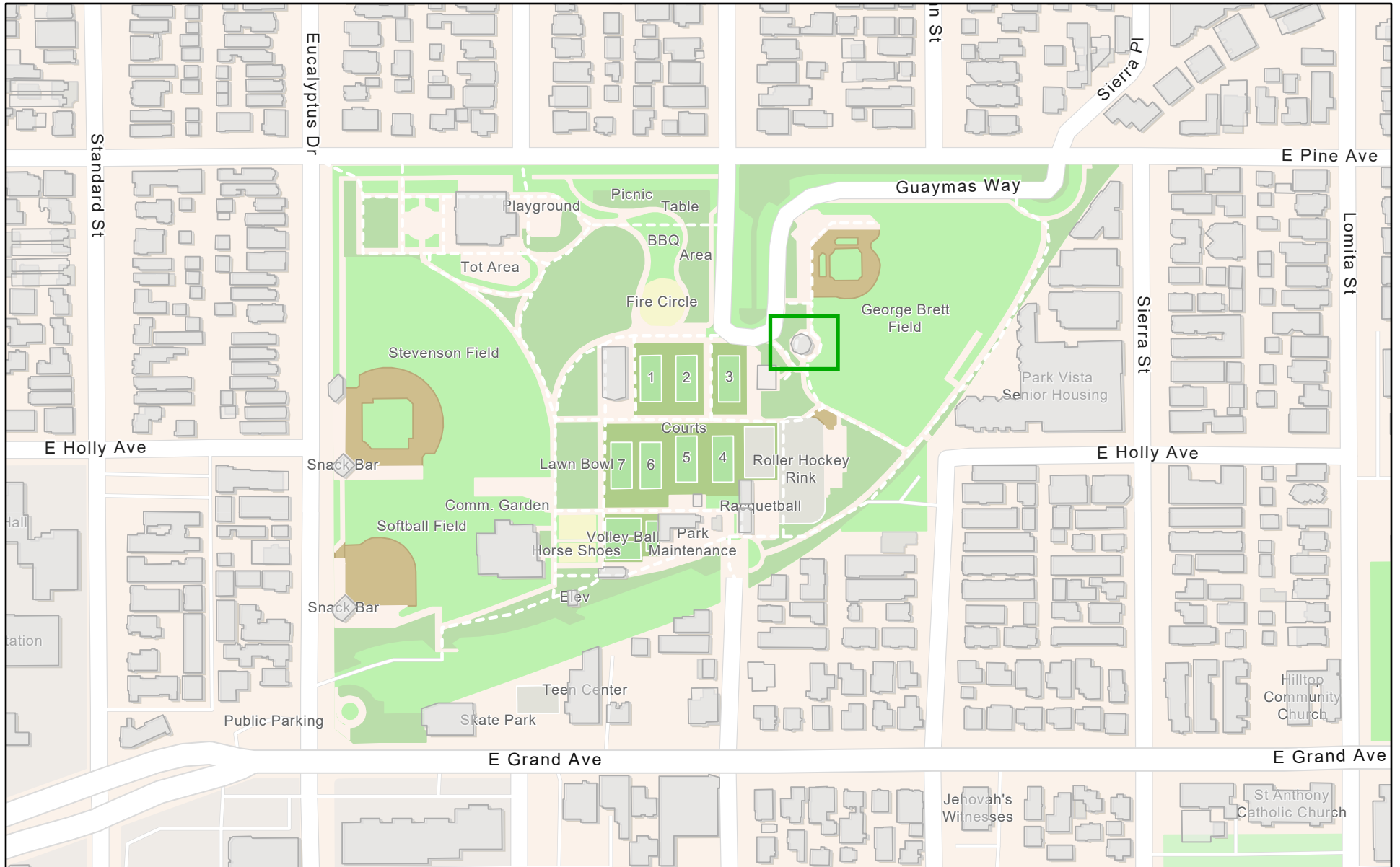


2/23/2023

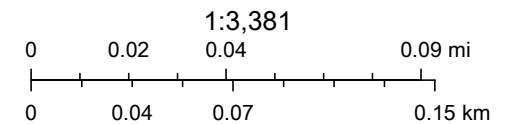


City of El Segundo, County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

Location Map - PW 23-10 George Brett Field Restroom Improvements Project



6/9/2023



Esri Community Maps Contributors, City of El Segundo, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE,

RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CONSTRUCTION OF GEORGE BRETT FIELD RESTROOM IMPROVEMENTS, PROJECT NO. PW 23-10, PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

- A. The City retained Kardent, Inc. (“Consultant”) as the engineer to design and prepare plans for project PW 23-10, George Brett Field Restroom Improvements;
- B. The Consultant informed the City Engineer that these plans are complete and that construction of the Project may begin;
- C. The City Engineer reviewed the completed design and plans for the Project and agrees with the Consultant that the plans are complete and the Project may be constructed;
- D. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: *Design Immunity; Authorization.*

- A. The design and plans for the Project are determined to be consistent with the City’s standards and are approved.
- B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.
- C. The approval granted by this Resolution conforms with the City’s General Plan.
- D. The City Engineer, or designee, is authorized to act on the City’s behalf in approving any alterations or modifications of the design and plans approved by this Resolution.
- E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: *Project Payment Account.* For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish a fund containing sufficient monies from the current fiscal year budget to pay for the Project (“Project Payment Account”). The Project Payment Account is the sole

source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 20th day of June, 2023.

Drew Boyles, Mayor

ATTEST:

Tracy Weaver, City Clerk

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

By: _____
Joaquin Vazquez, Deputy City Attorney



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Consent

Item Number: B.9

TITLE:

Fire Engineer Revised Classification Specification and Examination Plan

RECOMMENDATION:

1. Approve the revised classification specification and examination plan for the Fire Engineer position.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

There is no fiscal impact for this item.

BACKGROUND:

In preparation for an upcoming promotional examination for the position of Fire Engineer, the classification specification and accompanying examination plan were reviewed. Updates are recommended to clarify specific essential duties and to incorporate language and formatting used in newly revised classification specifications; proposed changes to the exam plan reflect a more appropriate and specific weighting for each component.

DISCUSSION:

The Fire Engineer classification specification and examination plan were last updated on April 19, 2011 and May 6, 2003 respectively. In working with the Fire Battalion Chief to prepare for an upcoming promotional exam for Fire Engineer, we identified a need to update the classification specification to reflect ventilation duties when assigned to the truck and to maintain consistency with recent updates to classification specifications which incorporate standardized formatting, language regarding driver's license, disaster service worker requirements, and the City's diversity, equity, and inclusion statement. The existing exam plan provided a weight of 25% for the written exam and the remaining 75% was assigned to a performance test which included multiple

components without a specific percentage weight assigned to each.

Human Resources worked closely with the Fire Department and the Firefighters Association (FFA) on the proposed revisions to ensure that the essential functions described in the classification specification and examination plan are appropriate for the position. The revised exam plan provides that the written exam is pass/fail; candidates must achieve a score of 70% or above to continue in the examination process. The practical exam requires a score of 70% or above for each component, which is weighted as follows: Pre-trip Inspection 10%, Street Driving 20%, Rodeo Driving 10%, Pumping Operations 30% and Aerial Ladder Operations 30%. Human Resources met and conferred with the FFA on all revisions, and they are in agreement with the changes to both the classification specification and exam plan.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

Objective: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged and innovative.

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Redlined Classification Specification
2. Revised Classification Specification Fire Engineer
3. Fire Engineer Exam Plan

FIRE ENGINEER

DEFINITION: Under general supervision, drives, operates, and maintains firefighting apparatus and related equipment; responds to fire and other emergency calls; fights fire, mitigates hazardous materials emergencies, and provides other services; performs related duties as required.

SUPERVISION RECEIVED AND EXERCISED: Receives general supervision from the Fire Captain. May provide technical direction to Firefighters.

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

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

1. Inspects fire vehicles to ensure presence of appropriate equipment and operational efficiency; cleans and performs minor maintenance; drives firefighting apparatus and other units to emergency sites in a safe and efficient manner; locates hydrants, attaches hoses, and operates pumps at proper pressures; evaluates adequacy of water system and available water supply;
2. Participates in fire extinguishment, ventilation, salvage, rescue, and other operations; operates various firefighting, control, and rescue equipment such as pumps, ladders, air chisel, and extrication tools; lays hose lines and directs water streams into fires;
3. Provides emergency medical services to individuals in need of such care; provides care consistent with standards and permitted procedures established for patient care;
4. Inspects and cleans various firefighting equipment and apparatus; performs routine and preventive maintenance on equipment as necessary; assists in maintaining clean and orderly conditions in and about the fire station;
5. Participates in inspections of public and commercial buildings for fire prevention and target hazard identification and review;
6. Participates in training and development activities to maintain current knowledge of technological advancements; geographical layout of streets and addresses; operation of all fire apparatus; and other relevant information;
7. Interacts with and represents the Department to the community and the public at large;
8. May participate in special projects, develop and/or conduct training, maintain records, prepare reports, and perform work assignments while serving on various committees;
9. May provide direction and training to Firefighter personnel and serve as acting Captain as required;

City of El Segundo
Fire Engineer
Class Code: XXX

~~When assigned to the truck, 40. perform Must have extensive knowledge of ventilation on various roof and construction types practices, including cut sequences as outlined in the ESFD ventilation manual; on various roof and construction types while assigned to the truck Engineer assignment.~~

~~Depending upon assignment, the following participation may be required:~~

~~=
—May perform Breathing Apparatus Repair;:~~

~~May be required to be an e—Examiner in the Department's DMV Employer Testing Program;:~~

~~Regularly and predictably attends work; and~~

~~Performs related duties as assigned.~~

KNOWLEDGE, SKILLS, AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

~~F~~Considerable knowledge of fire safety laws and ordinances;

~~F~~firefighting methods and techniques;

~~e~~Operation and maintenance of pumping engines and ladder trucks; practical/ applied hydraulics;

~~l~~Location of hydrants and water mains;

~~t~~Traffic regulations and City geography;

~~p~~Principles and practices observed in rendering emergency medical services;:

~~Knowledge of f~~Firefighting strategy and tactics;s;

~~the~~Incident Command Ssystem;:

~~and a~~Alarm assignment responses;

~~Ventilation practices and cut sequences; and s;~~

~~Safe work practices.~~

Skill in:

City of El Segundo
Fire Engineer
Class Code: XXX

~~Considerable knowledge of fire safety laws and ordinances; firefighting methods and techniques; operation and maintenance of pumping engines and ladder trucks; practical/ applied hydraulics; location of hydrants and water mains; traffic regulations and City geography; principles and practices observed in rendering emergency medical services. Knowledge of firefighting strategy and tactics, the Incident Command system, and alarm assignment responses. Ability to d~~Driving and operating firefighting equipment skillfully under a variety of conditions;

~~Calculating compute~~ engine and nozzle pressures;

~~a~~Acting effectively and quickly in emergency situations;

~~p~~Preparing manual drawings of locations to scale;

~~r~~Reading electrical, gas, water, and propane valves;

~~work effectively and cooperatively with others; u~~Understanding and following verbal and written directions.

~~Communicating clearly and concisely, both orally and in writing;~~

~~Appearing for work on time;~~

~~Following directions from a supervisor;~~

~~Understanding and following posted work rules and procedures;~~

~~Accepting constructive criticism; and~~

~~Establishing and maintaining effective working relationships with staff, other City employees, and the public.~~

~~QUALIFICATIONS:~~

~~**QUALIFICATIONS:**~~

~~A combination of experience and training that would likely provide the required knowledge, skills and abilities may be qualifying. A typical way to obtain the knowledge and abilities would be:~~

~~**Education and/or Experience:**~~

~~**Experience:** Two (2) years experience as a full-time firefighter with the El Segundo Fire Department.~~

~~Two years experience as a full-time firefighter with the El Segundo Fire Department.~~

~~**Education:**~~

City of El Segundo
Fire Engineer
Class Code: XXX

~~License/Certificates: Possession of a valid and appropriate Class A California driver's license with a firefighter endorsement and qualified to operate a Class A and B vehicle by El Segundo Fire Department standards and acceptable driving record are required.~~

~~Must have a satisfactory driving record with current EMT and CPR certifications.~~

Education: Possession of a California State Firefighter I and II certificates are required.

The following education/training is desirable: Supplemental specialized training in fire technology, in the areas of fire hydraulics, apparatus, equipment, and tactics and strategy are desirable.

Completion of California State Fire Marshal Training and Education courses in the areas of Fire Command 1A, Fire Command 1B, Fire Prevention 1A, Fire Apparatus Driver/Operator 1A, and Fire Apparatus Driver/Operator 1B are desirable.

~~Possession of a California State Firefighter I and II certificate.~~

~~License/Certificates: Possession of a valid and appropriate Commercial Class A California driver's license or a California Class C driver's license with a firefighter endorsement and qualified to operate a Class A and B vehicle by El Segundo Fire Department standards and acceptable driving record are required.~~

~~Must have a satisfactory driving record with current EMT and CPR certifications.~~

Special Requirements:

~~- Possession of a valid Class A California driver's license or a California Class C driver's license with a firefighter endorsement and qualified to operate a class A and B vehicle by El Segundo Fire Department standards.~~

~~- Must have a satisfactory driving record with current EMT and CPR certifications.~~

~~Depending upon assignment, the following participation may be required:~~

- ~~- Breathing Apparatus Repair.~~
- ~~- Examiner in the Department's DMV Employer Testing Program.~~
- ~~-~~
- ~~-~~

Knowledge, Skills, and Abilities:

Considerable knowledge of fire safety laws and ordinances; firefighting methods and techniques; operation and maintenance of pumping engines and ladder trucks; practical/ applied hydraulics; location of hydrants and water mains; traffic regulations and City geography; principles and practices observed in rendering emergency medical services. Knowledge of firefighting strategy and tactics, the Incident Command system, and alarm assignment responses. Ability to drive and operate firefighting equipment skillfully under a variety of

City of El Segundo
Fire Engineer
Class Code: XXX

~~conditions; compute engine and nozzle pressures; act effectively and quickly in emergency situations; prepare manual drawings of locations to scale; read electrical, gas, water, and propane valves; work effectively and cooperatively with others; understand and follow verbal and written directions.~~

Disaster Service Worker: In accordance with Government Code Section 3100, City of El Segundo employees, in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

he City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

Firefighters' Association (FFA)
April 19, 2011
Revision Date: June 20, 2023

FIRE ENGINEER

DEFINITION: Under general supervision, drives, operates, and maintains firefighting apparatus and related equipment; responds to fire and other emergency calls; fights fire, mitigates hazardous materials emergencies, and provides other services; performs related duties as required.

SUPERVISION RECEIVED AND EXERCISED: Receives general supervision from the Fire Captain. May provide technical direction to Firefighters.

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

Characteristic Duties and Responsibilities:

Inspects fire vehicles to ensure presence of appropriate equipment and operational efficiency; cleans and performs minor maintenance; drives firefighting apparatus and other units to emergency sites in a safe and efficient manner; locates hydrants, attaches hoses, and operates pumps at proper pressures; evaluates adequacy of water system and available water supply;

Participates in fire extinguishment, ventilation, salvage, rescue, and other operations; operates various firefighting, control, and rescue equipment such as pumps, ladders, air chisel, and extrication tools; lays hose lines and directs water streams into fires;

Provides emergency medical services to individuals in need of such care; provides care consistent with standards and permitted procedures established for patient care;

Inspects and cleans various firefighting equipment and apparatus; performs routine and preventive maintenance on equipment as necessary; assists in maintaining clean and orderly conditions in and about the fire station;

Participates in inspections of public and commercial buildings for fire prevention and target hazard identification and review;

Participates in training and development activities to maintain current knowledge of technological advancements; geographical layout of streets and addresses; operation of all fire apparatus; and other relevant information;

Interacts with and represents the Department to the community and the public at large;

May participate in special projects, develop and/or conduct training, maintain records, prepare reports, and perform work assignments while serving on various committees;

May provide direction and training to Firefighter personnel and serve as acting Captain as required;

When assigned to the truck, perform ventilation on various roof and construction types including cut sequences as outlined in the ESFD ventilation manual;

City of El Segundo
Fire Engineer
Class Code: XXX

May perform Breathing Apparatus Repair;

May be required to be an examiner in the Department's DMV Employer Testing Program;

Regularly and predictably attends work; and

Performs related duties as assigned.

KNOWLEDGE, SKILLS, AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Fire safety laws and ordinances;

Firefighting methods and techniques;

Operation and maintenance of pumping engines and ladder trucks; practical/ applied hydraulics;

Location of hydrants and water mains;

Traffic regulations and City geography;

Principles and practices observed in rendering emergency medical services:

Firefighting strategy and tactics;

Incident Command System;

Alarm assignment responses;

Ventilation practices and cut sequences; and

Safe work practices.

Skill in:

Driving and operating firefighting equipment skillfully under a variety of conditions;

Calculating engine and nozzle pressures;

Acting effectively and quickly in emergency situations;

Preparing manual drawings of locations to scale;

City of El Segundo
Fire Engineer
Class Code: XXX

Reading electrical, gas, water, and propane valves;

Understanding and following verbal and written directions.

Communicating clearly and concisely, both orally and in writing;

Appearing for work on time;

Following directions from a supervisor;

Understanding and following posted work rules and procedures;

Accepting constructive criticism; and

Establishing and maintaining effective working relationships with staff, other City employees, and the public.

QUALIFICATIONS:

A combination of experience and training that would likely provide the required knowledge, skills and abilities may be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience: Two (2) years experience as a full-time firefighter with the El Segundo Fire Department.

Education: Possession of a California State Firefighter I and II certificates are required.

Supplemental specialized training in fire technology, in the areas of fire hydraulics, apparatus, equipment, and tactics and strategy are desirable.

Completion of California State Fire Marshal Training and Education courses in the areas of Fire Command 1A, Fire Command 1B, Fire Prevention 1A, Fire Apparatus Driver/Operator 1A, and Fire Apparatus Driver/Operator 1B are desirable.

License/Certificates: Possession of a valid Commercial Class A California driver's license or a California Class C driver's license with a firefighter endorsement and qualified to operate a Class A and B vehicle by El Segundo Fire Department standards and acceptable driving record are required.

Must have a satisfactory driving record with current EMT and CPR certifications.

Disaster Service Worker: In accordance with Government Code Section 3100, City of El Segundo employees, in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

City of El Segundo
Fire Engineer
Class Code: XXX

Firefighters' Association (FFA)
April 19, 2011
Revision Date: June 20, 2023

Examination Plan

Fire Engineer

Closed-Promotional

Written Examination Pass/Fail

Candidates must achieve a passing score of 70% or above on the written exam to continue in the examination process.

Practical Examination	Weight
Pre-trip Inspection	10%
Street Driving	20%
Rodeo Driving	10%
Pumping Operations	30%
Aerial Ladder Operations	30%

Candidates must achieve a passing score of 70% or above in each component of the practical examination to receive a final weighted score and to be placed on the eligibility list.



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Consent

Item Number: B.10

TITLE:

Plan Adoption for City Hall Phase 2 Improvements Project PW 23-09

RECOMMENDATION:

1. Adopt a resolution to approve plans and specifications for the City Hall Phase 2 Improvements Project PW 23-09.
2. Authorize staff to advertise the project for construction.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in Adopted FY 2023-24 Budget

Amount Budgeted: \$400,000

Additional Appropriation: None.

Account Number(s): Expenditure Account 708-400-2403-8807

BACKGROUND:

City Hall is an aging facility, with the original building constructed in 1955 and the building which houses Community Services and Public Works constructed in the mid 1970s. In order to better serve the public, rehabilitation improvements were identified by staff and have been split into multiple phased projects.

Phase 1 of this project began in January 2022 and has been substantially completed. The first phase improvements included the main entry area to Community Services/Public Works, the Building Division staff seating area, new public counters to better accommodate the public, and renovations to the Executive Conference Room to upgrade and reconfigure a heavily-used conference room.

City Hall Phase 2 Improvements Project PW 23-09

June 20, 2023

Page 2 of 3

Phase 2 of the project will include the following rehabilitation work within City Hall:

1. Relocation of Information Technology Services Department (ITSD) to provide a larger and contiguous working area for this department.
2. Relocation of the Media Team to City Hall due to displacement from their existing offices at El Segundo High School.
3. Reconfiguration of the mailroom to accommodate two new offices for Finance Department staff that need to be relocated in order to accommodate the ITSD staff relocation.

DISCUSSION:

In October 2022, the City entered into a professional services agreement with Kardent, Inc, an architectural design firm, to design the City Hall Phase 2 improvements. The final design was completed in May 2023.

With the Council's authorization, the anticipated second phase project schedule is as follows:

July 2023: Advertising and Bid Process
September 2023: Contract Award
October 2023: Begin Construction
December 2023: Construction Completion

Other areas of City Hall in need of improvement will be constructed in a future phase when funding becomes available.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

PREPARED BY:

James Rice, Associate Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

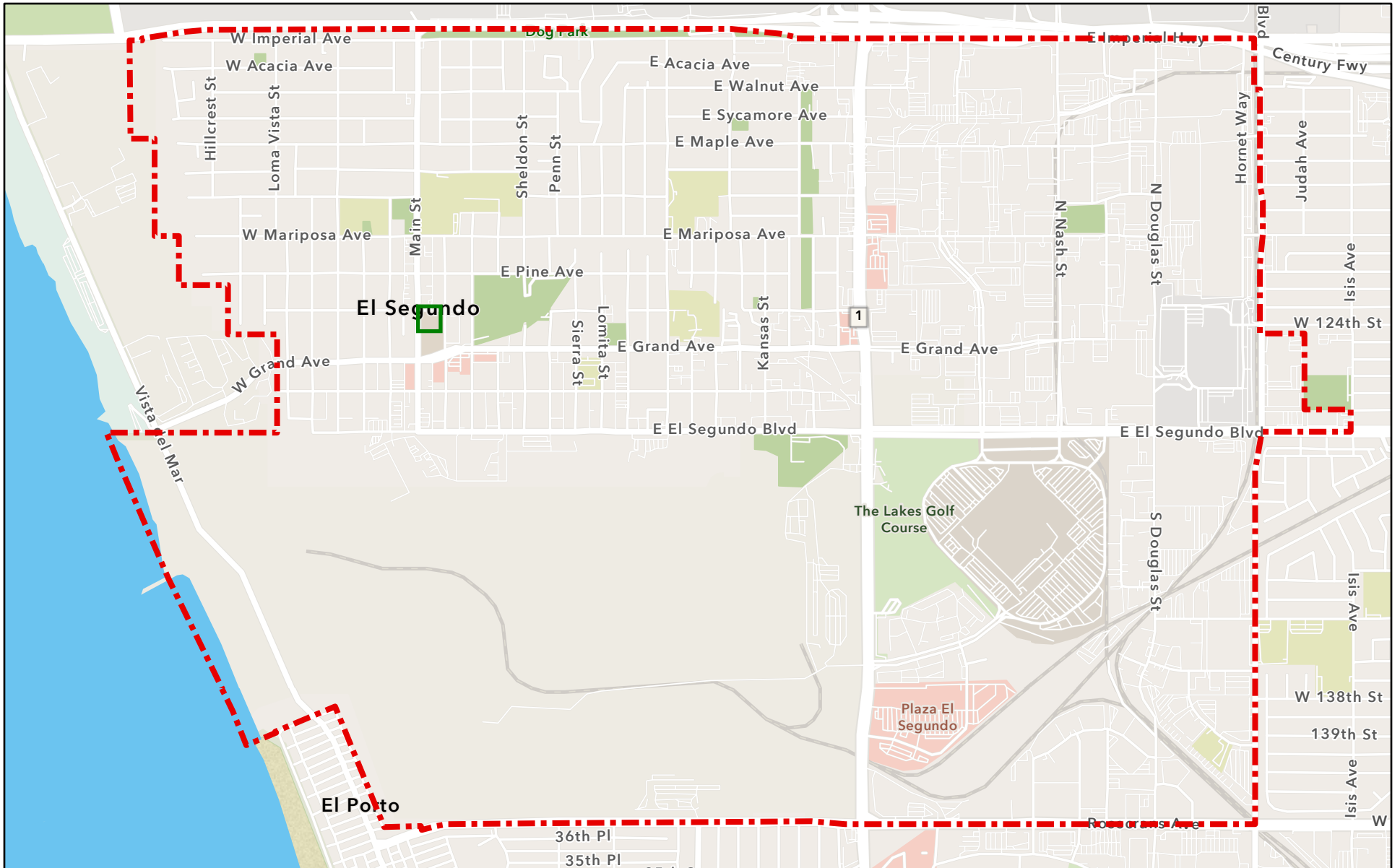
City Hall Phase 2 Improvements Project PW 23-09

June 20, 2023

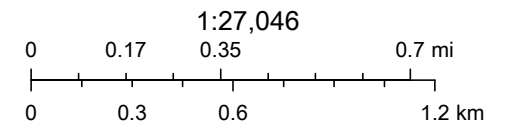
Page 3 of 3

1. Vicinity Map
2. Location Map
3. PW 23-09 City Hall Phase 2 Improvements Plan Adoption Resolution

Vicinity Map - PW 23-09 City Hall Phase 2 Improvements Project

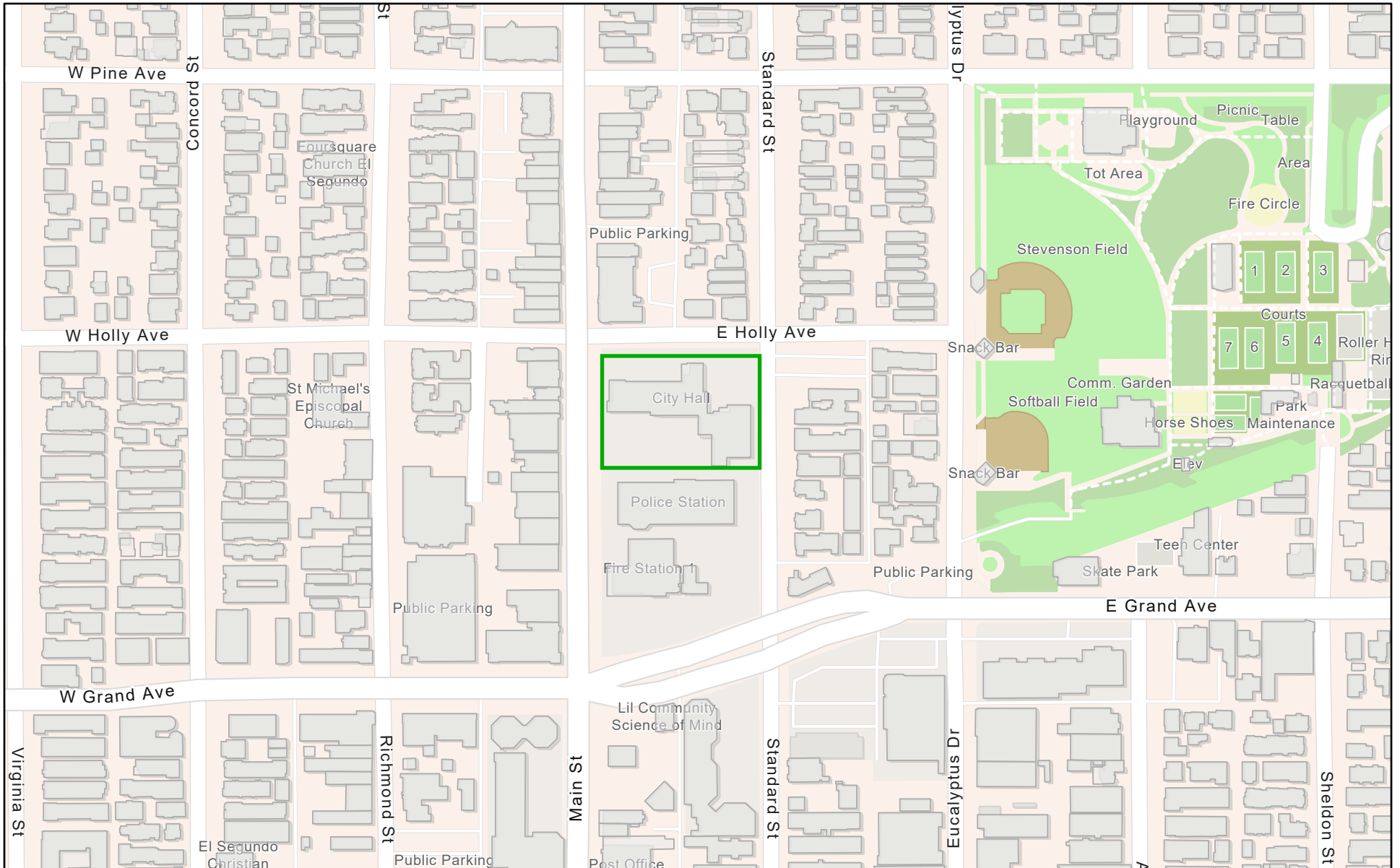


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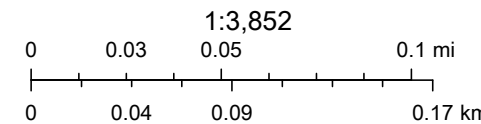


City of El Segundo, County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

Location Map - PW 23-09 City Hall Phase 2 Improvements Project



6/9/2023



Esri Community Maps Contributors, City of El Segundo, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE,

RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CONSTRUCTION OF CITY HALL PHASE 2 IMPROVEMENTS, PROJECT NO. PW 23-09, PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

- A. The City retained Kardent, Inc. (“Consultant”) as the engineer to design and prepare plans for project PW 23-09, City Hall Phase 2 Improvements;
- B. The Consultant informed the City Engineer that these plans are complete and that construction of the Project may begin;
- C. The City Engineer reviewed the completed design and plans for the Project and agrees with the Consultant that the plans are complete and the Project may be constructed;
- D. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: *Design Immunity; Authorization.*

- A. The design and plans for the Project are determined to be consistent with the City’s standards and are approved.
- B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.
- C. The approval granted by this Resolution conforms with the City’s General Plan.
- D. The City Engineer, or designee, is authorized to act on the City’s behalf in approving any alterations or modifications of the design and plans approved by this Resolution.
- E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: *Project Payment Account.* For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish a fund containing sufficient monies from the current fiscal year budget to pay for the Project (“Project Payment Account”). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 20th day of June, 2023.

Drew Boyles, Mayor

ATTEST:

Tracy Weaver, City Clerk

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

By: _____
Joaquin Vazquez, Deputy City Attorney



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Consent

Item Number: B.11

TITLE:

Grant from CalEPA in the Amount of \$30,000 to Support the Second Year of the California Green Business Network Program within the City of El Segundo

RECOMMENDATION:

1. Authorize the City Manager to accept grant funds in the amount of \$30,000 for the California Green Business Network Program.
2. Appropriate grant funding of \$30,000 to the CalEPA Green Business Grant Account 125-400-4801-3755 in FY 2022-23.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

New Revenue of \$30,000 CalEPA Green Business Grant (received on 3/14/2023) - Revenue Account 125-300-0000-3755

New Appropriation of \$30,000 CalEPA Green Business Grant - Expenditure Account 125-400-4801-3755

BACKGROUND:

On February 16, 2021, City Council authorized staff to establish the "California Green Business Network Certification" program through the California Environmental Protection Agency (CalEPA) within the City. This program helps businesses become more environmentally responsible and offers them marketability for their sustainable practices. Certification in the program includes implementation of best management practices that help businesses reduce pollution, save water, conserve energy, minimize waste and shrink their overall carbon footprint. This program is a way for businesses to reflect and show the community that they are committed to environmental values, and to attract like-minded customers. The City received a grant from CalEPA for an amount of \$30,000 for the first year, which was implemented last year.

CalEPA Green Business Grant

June 20, 2023

Page 2 of 3

Staff partnered with South Bay Cities Council of Governments (SBCCOG) and the Chamber of Commerce to coordinate with the business community and engage them in the benefits of obtaining certifications through this program last year. By the end of the first year of the Green Business Certification Program, the City was able to certify 15 businesses in El Segundo. As a result of the success of the program's first year, the City was approved to receive a second grant funding for the second year from CalEPA for an amount of \$30,000.

DISCUSSION:

The City has been awarded an additional \$30,000 from CalEPA to continue the second year of the Green Business Network Certification Program within the City. With this grant award, staff seeks to build upon the success of the first year of the program. The City will continue its partnership with SBCCOG regarding this program for the second year. A goal has been set to certify an additional 20 businesses by the end of this year. This round of grant funding will be used for the following eligible expenses:

- Staff and/or consultant time to assist and track businesses through the program.
- Marketing efforts to attract and promote certified Green Businesses.
- Business rebates for all the necessary purchases to meet green business standards.
- Material expenses for events such as green Business Academies and/or recruitment events.
- Community-based organization engagement.

Staff recommends that the City Council authorize the City Manager to accept grant funds in the amount of \$30,000 to support the second year of the Green Business Network Program within the City of El Segundo.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion & Communication

Objective 1A: El Segundo provides unparalleled service to internal and external customers

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for businesses and the community

PREPARED BY:

Erica Miramontes, Management Analyst

CalEPA Green Business Grant

June 20, 2023

Page 3 of 3

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Consent

Item Number: B.12

TITLE:

Resolution Approving Continued Participation in the Los Angeles Urban County Community Development Block Grant Program by Entering into a Three-Year Cooperation Agreement with the County of Los Angeles.

RECOMMENDATION:

1. Adopt a Resolution approving continued participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program by entering into a three-year Cooperation Agreement effective July 1, 2024 through June 30, 2027 with the County of Los Angeles.
2. Authorize the City Manager, or designee, to execute all contracts, in a form approved by the City Attorney, with the Los Angeles County Development Authority (LACDA), and to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program.
3. Alternatively, discuss and take other possible action related to this item.

FISCAL IMPACT:

Annually, the City receives approximately \$63,000 in federal Community Development Block Grant funds from Los Angeles County.

Amount Budgeted: None

Additional Appropriation: No

Account Number(s): NA

BACKGROUND:

Each year, CDBG funds are allocated to small cities by the Federal Housing and Urban Development Department (HUD) and administered by LACDA. Participating cities receive federal funding based upon the total number of cities participating in the

Continued Participation in CDBG

June 20, 2023

Page 2 of 3

County's program, census population counts, estimates of poverty, overcrowding and aged housing stock. The City of El Segundo has participated in the Los Angeles Urban County's CDBG Small Cities Program since 1986.

The mission of the CDBG Program is to improve the quality of life for low- and moderate-income persons, aid in the prevention of neighborhood deterioration and meet other urgent community development needs. The City's annual allocation of approximately \$63,000 in federal CDBG funds supports activities such as construction of American with Disabilities Act (ADA) compliant improvements.

DISCUSSION:

On May 19, 2020, the City Council approved a Cooperation Agreement with LACDA to continue participating in the Los Angeles Urban County CDBG Program for a three-year period beginning July 1, 2021 through June 30, 2024. As the prior three-year qualification period reaches the June 30, 2024 expiration date, LACDA is requesting that cities wishing to continue participating in the Urban County CDBG Program renew for another three-year term. To remain eligible, the City is required to adopt a resolution approving a new three-year Cooperation Agreement. The new term will commence July 1, 2024 and end on June 30, 2027.

The proposed resolution authorizes the City Manager, or designee, to sign the Three-Year Cooperation Agreement on behalf of the City Council. The Resolution further provides the City Manager to designate authority to the Community Development Director to execute CDBG Program contracts and agreements with LACDA, and if necessary, make minor adjustments to CDBG programmatic requirements, as directed by LACDA.

The City typically uses its CDBG funds to ensure compliance with Americans with Disabilities Act (ADA) requirements. Since 2007, CDBG funds have supported the installation of approximately 325 ADA-compliant accessible curb ramps throughout the City, construction of ADA-compliant improvements at City-owned parking lot facilities, and most recently, the City Hall ADA Restroom Improvement Project.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

PREPARED BY:

Michael Allen, AICP, Development Services Director

REVIEWED BY:

Continued Participation in CDBG

June 20, 2023

Page 3 of 3

Michael Allen, AICP, Development Services Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Proposed CDBG Resolution
2. El Segundo FY 2024-2026 CDBG Participating City Cooperation Agreement

RESOLUTION NO. 23-XXX

**A RESOLUTION OF THE EL SEGUNDO CITY COUNCIL
APPROVING PARTICIPATION IN THE LOS ANGELES URBAN
COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM BY ENTERING INTO A THREE-YEAR
COOPERATION AGREEMENT WITH THE COUNTY OF LOS
ANGELES**

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

SECTION 1. *Findings.* The City Council finds as follows:

- A. On August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act).
- B. The primary goals of Title 1 of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
- C. The City of El Segundo contracts with the Los Angeles County Development Authority (LACDA) for the disbursement of Community Development Block Grant (CDBG) Funds through the Small Cities Program.
- D. On May 19, 2020, the City entered into a Cooperation Agreement with the County of Los Angeles for a three-year participation period, beginning July 1, 2021 through June 30, 2024, in order to receive said CDBG funds.
- E. The Cooperation Agreement will expire on June 30, 2024, and the City desires to renew its participation in the Los Angeles Urban County CDBG Program for the next three-year qualification period beginning July 1, 2024 through June 30, 2027, by entering into a new three-year Cooperation Agreement with the County Of Los Angeles.

SECTION 2. *Approval and Authorization.*

- A. The City Council hereby adopts and approves the Three-Year Participating City Cooperation Agreement between the City of El Segundo and the County of Los Angeles for the period commencing July 1, 2024 through June 30, 2027.
- B. The City Council authorizes the City's continued participation in the Los Angeles Urban County CDBG Program in order to receive an estimated annual CDBG

allocation of \$63,000 for the purposes of implementing eligible CDBG projects within the City of El Segundo.

- C. The City Council authorizes the City Manager, or designee, to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program on behalf of the City.
- D. The City Council further authorizes the City Manager, or designee, to timely execute all necessary CDBG Program contracts and agreements with the Los Angeles County Development Authority, together with any changes therein which may be approved by the City Manager and, as necessary, the City Attorney.

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

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

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 6: This Resolution is effective June 20, 2023 and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 20th day of June, 2023

Drew Boyles,
Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of _____, 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAM
EMERGENCY SOLUTIONS GRANT PROGRAM**

**PARTICIPATING CITY
COOPERATION AGREEMENT**

This **COOPERATION AGREEMENT** (“Agreement”) is being entered into on this 20th day of June 2023, to be effective on the 1st day of July 2024, by and between the **CITY OF EL SEGUNDO**, hereinafter referred to as “City,” and the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority, hereinafter referred to as “County,” and shall remain in effect for the County's Consolidated Plan for Fiscal Years 2024-2026. The County and the City are collectively referred to as the “Parties” or individually “Party.”

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the “Act”;

WHEREAS, the Parties desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower-income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (“NAHA”), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (“CDBG”) Program, the HOME Investment Partnerships (“HOME”) Program, and the Emergency Solutions Grant (“ESG”) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as “HUD”, that the County be designated as an urban county, hereinafter referred as to the “Los Angeles Urban County”;

WHEREAS, the City has participated with the County in the Los Angeles Urban County Program and desires to renew its participation with the County in said Los Angeles Urban County Program for the County's Consolidated Plan for Fiscal Years 2024-2026;

WHEREAS, as the Los Angeles Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the preparation of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under state and local law, and this Agreement provides full legal authority for the County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the Parties hereby give notice of the intention to participate in the Los Angeles Urban County Program.

NOW, THEREFORE, the Parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities. Specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act for the City in the County's Consolidated Plan for Fiscal Years 2024-2026, which will be funded from the CDBG Program, and, where applicable HOME and ESG Programs, from federal annual appropriations and from any program income generated from the expenditure of such funds.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then-current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Program, the HOME Program, and the ESG Program.
3. In executing this Agreement, the City understands the following:
 - a. The County has the final responsibility for selecting CDBG, and, where applicable, HOME and ESG, activities and submitting the Consolidated Plan to HUD.
 - b. The City is not eligible to apply for grants under the State CDBG (“Small Cities CDBG”) Program for appropriations for the County's Consolidated Plan for Fiscal Years 2024-2026.
 - c. The City may participate in the HOME Program only through the Los Angeles Urban County Program. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
 - d. The City may participate in the ESG Program only through the Los Angeles

Urban County Program.

4. The term of this Agreement shall be for the County's Consolidated Plan for Fiscal Years 2024-2026 and commence on **July 1, 2024** through **June 30, 2027** ("Urban County Term"). The Parties agree that they cannot terminate or withdraw from this Agreement while it remains in effect. The City provides written notice at least 60 days prior to June 30 2026 that it elects not to participate in the next urban county qualification period. Towards the end of the second year of the Urban County Term, the County will notify the City in writing of its right not to participate in the County's successive Consolidated Plan for the next three-year period.

The Parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in HUD's *Urban County Qualification for Participation Notice*, prior to the subsequent three-year extension of the term.

5. This Agreement shall be effective for the Urban County Term and for such period of time for the expenditure of all CDBG funds, or where applicable, HOME and ESG funds, allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The Parties agree that they cannot terminate or withdraw from this Agreement while it remains in effect.
6. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The Parties in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the Los Angeles Urban County Program's certification under Section 104(b) of Title I of the Act, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964; and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>.

Furthermore, the Parties in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with Section 109 of Title I of the Act, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act, and the implementing

regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations.

The Parties agree that CDBG and, where applicable, HOME and ESG funding is prohibited for any activities in, or in support of, any cooperating City that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification. The City acknowledges and agrees to HUD's 424-B Form, *Assurances and Certifications*.

7. Pursuant to 24 CFR § 570.501(b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR § 570.503.
8. The City shall report to the County of any income generated by the use of CDBG and, where applicable, HOME and ESG funds received by the City. Any such program income, if applicable, must be remitted to the County within 30 days of receipt. Such program income may be used for eligible activities in accordance with all CDBG and, where applicable, HOME and ESG, requirements as may then apply.
9. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
10. The City may not sell, trade or otherwise transfer all or any portion of CDBG, and, where applicable, HOME and ESG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG, and, where applicable, HOME and ESG funds in exchange for any other funds, credits or non-federal consideration, but must use such funds for activities eligible under Title I of the Act.
11. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout or termination of this Agreement.
12. All program income generated from the disposition or transfer of real property acquired or improved by the City using CDBG and, where applicable, HOME and ESG, funds or program income, during the Urban County Term, shall be subject to all the terms and conditions of this Agreement.
13. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME and ESG funds or program income in excess of \$25,000, shall be subject to the following standards:

- a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
 - b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME and ESG regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
14. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years thereafter, all of its books and records relating to CDBG and, where applicable, HOME and ESG, program activities and income.
15. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if the City elects to leave the Los Angeles Urban County Program and is not eligible to become an entitlement city, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
16. The City has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
17. The City shall provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;

- ii. The City’s policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph “a” of this Section 17.
- d. Notifying the employee in the statement required by paragraph “a” of this Section 17 that, as a condition of employment funded by the CDBG, and where applicable, HOME and ESG grant, the employee will:
- i. Abide by the terms of the statement; and
 - ii. Notify the City in writing of his or her conviction of a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 17 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG, HOME, or ESG grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
- f. Taking one (1) of the following actions, within 30 calendar days of receiving notice under subparagraph d(ii) of this Section 17, with respect to any employee who is so convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs a, b, c, d, e, and f, of this Section 17.

18. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery, and therefore shall be deemed an original, and all of which shall constitute one and the same document, for the same effect as if all parties hereto had signed the same signature page.

The facsimile, email, or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the LACDA, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under state and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: _____ Date _____
Principal Deputy County Counsel

COUNTY OF LOS ANGELES

CITY OF EL SEGUNDO

By: _____
EMILIO SALAS, Executive Director
Los Angeles County Development Authority

By: _____
MAYOR OR DESIGNEE

ATTEST:
City Clerk

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
BEHNAZ TASHAKORIAN
Principal Deputy County Counsel

By: _____
CITY ATTORNEY



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Consent

Item Number: B.13

TITLE:

Allow Adults over 21 Years of Age to Bring and Consume Alcohol at Library Park for the 2023 and 2024 Days of Summer Concerts in the Park Events

RECOMMENDATION:

1. Suspend El Segundo Municipal Code Section 7-6-8 to allow adults over 21 years of age to bring and consume alcohol at Library Park for the Summer Concerts in the Park events for 2023 and 2024.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None

BACKGROUND:

The City of El Segundo Community Services Department proudly presents an annual series of Concerts in the Park each summer, consisting of five family-friendly concerts in Library Park on Sunday evenings throughout June, July and August. Each event begins at 4:00 PM with activities and food vendors and the concert begins around 4:30 PM. Live entertainment varies from music styles of tribute bands, classic rock, beach music, oldies, and other popular decades and genres. Bands typically play two 45-minute sets and conclude around 6:30 PM.

DISCUSSION:

Many of the concert goers walk to the event from the adjacent neighborhoods and many families come early to enjoy games and picnics at the park. El Segundo Municipal Code Section 7-6-8 states that it is unlawful to drink any alcoholic beverage or possess an open container of any alcoholic beverage upon any public street, alley, sidewalk, pathway, parking lot, park, beach, or other public property. The California Business and Professions Code Section 25620(a) also prohibits the possession of an open container.

Summer Concerts in the Park

June 20, 2023

Page 2 of 2

However, the City can take action to enact an exception within the code which states “this section does not apply where the possession is within the premises located in a park or other public place for which a license has been issued.” Consumption is allowed under State law if the municipal code is suspended. Municipal Code Section 7-6-8 was suspended for Summer Concerts in the Park for the previous three years. City staff have not experienced any negative incidents allowing alcohol consumption at Concerts in the Park. Staff respectfully request that the municipal code be suspended for the 2023 and 2024 summer concert events.

Should any adverse incident occur, City staff would recommend the appropriate liability insurance coverage that is in place. It is also recommended that proper police personnel are assigned at each event.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance Customer Service, Engagement, and Communication; Embrace Diversity, Equity, and Inclusion

Objective 1 B: El Segundo's engagement with the community ensures excellence.

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

PREPARED BY:

Tracy Weaver, City Clerk

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Public Hearings

Item Number: C.14

TITLE:

Public Hearing for the Adoption of a New Private Instructor Permit Fee and Policy for Instructors Utilizing City Recreation Areas and Facilities

RECOMMENDATION:

1. Conduct a public hearing on the proposed private instructor permit fee.
2. Approve the proposed resolution establishing a \$15 per hour private instructor fee.
3. Approve the proposed private instructor permit policy.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The estimated fiscal impact from the proposed private instruction fee and permit is potential additional revenue for FY 2023-24 of approximately \$20,000.

The staffing time to monitor private instruction in the park is anticipated to be approximately six staff hours per week, resulting in approximately \$7,800 in additional part-time staffing fees.

BACKGROUND:

The Recreation Division currently contracts with individuals to conduct a variety of recreation classes and camps for the community. The contractor sets their class rates, and the City manages the advertising and registration and provides facility space to conduct the program. Contract instructors receive 70% of all registration fees (at the resident rate) and the City retains the remaining 30% of the fees. The contract class program generates approximately \$230,000 in revenue annually.

Since the onset of the COVID-19 pandemic in 2020, Recreation Staff has observed an

Public Hearing for the Adoption of a New Private Instructor Permit Fee

June 20, 2023

Page 2 of 3

increase in private instruction taking place in public parks. Individuals are utilizing park spaces to conduct business activity such as fitness training, day camps and other classes. According to El Segundo Municipal Code (ESMC) § 9-8-4 a permit is required for any person to conduct an activity in which persons participating in or viewing the activity are charged a fee or solicited for donations ESMC § 10-1-4(R), City Council written approval is required for any person to hold a meeting, service, concert, exercise or exhibition."

DISCUSSION:

In an effort to meet the desire of residents to participate in private instruction, staff are proposing a process in which private instructors pay an hourly fee to the City to conduct instructional activities in "public parks," which is defined in ESMC § 10-1-1 to include public parks, public playgrounds, public recreation centers or other public areas the City has set aside for public rest, play, recreation, enjoyment or assembly." The instructional activities requiring a permit would include exercise, fitness, or other recreational activities.

As indicated in the attached proposed permit materials, instructors would be required to obtain a business license, provide proof of insurance, sign a hold harmless agreement, and complete a permit application. The instructors will be restricted to providing one-on-one instruction. If an instructor wishes to provide class instruction for more than one person, they will be required to become a contract instructor with the City and adhere to the guidelines of that program.

Staff are proposing a \$15 hourly fee for the Private Instruction permit to go into effect on July 1, 2023. Approved permitted private instructors will be given an identification badge to assist staff enforcing the program. Instructors will be limited in the number of hours they can provide services weekly and will be assigned space in the parks based on other park activity. Other rules and guidelines for the proposed program can be found in Attachment A.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication

Objective 1A: El Segundo provides unparalleled service to all customers.

Objective 1B: El Segundo's engagement with the community ensures excellence.

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for business and the community.

Public Hearing for the Adoption of a New Private Instructor Permit Fee

June 20, 2023

Page 3 of 3

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

PREPARED BY:

Linnea Palmer, Recreation Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

ATTACHED SUPPORTING DOCUMENTS:

1. Fee Resolution
2. A

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING LIMITED PERMITTED
ACTIVITIES IN PUBLIC PARKS AND ESTABLISHING A
\$15.00 HOURLY RENTAL FEE FOR THE ACTIVITES.**

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

SECTION 1. *Findings.* The City Council finds and declares as follows:

- A. Pursuant to El Segundo Municipal Code (“ESMC”) § 10-1-4, the City Council may grant written permission to a person to conduct certain activities in City “public parks,” as defined in § 10-1-1 (hereinafter, “Public Parks”). Pursuant to ESMC § 4-1-1 any persons conducting business within the City is required to procure a license from the City.
- B. The Recreation, Parks, and Library Director (“Director”) may issue permits authorizing events to take place in City parks and facilities, pursuant to ESMC § 9-8-4.
- C. The City seeks to establish a permitting process and fee for persons seeking to conduct private instructional activities, including, without limitation, instructional exercise, fitness, or recreational activities (collectively, the “Activities”).
- D. The City Council may establish fees for services under various provisions of California law including, without limitation, Business & Professions Code § 16000; Government Code §§ 54344, 65104, 65909.5, 65943, 66013, 66014, 66451.2; and Health & Safety Code §§ 17951, 17980.1, and 19852.
- E. Pursuant to Government Code § 66016, the City made data available regarding the cost, or estimated cost, of providing certain municipal services ten days before the public hearing held on June 20, 2023.
- F. On June 20, 2023, the City Council heard public testimony and considered evidence in a public hearing held and noticed in accordance with Government Code §§ 66016 and 66018.
- G. After careful consideration, including a review of the documentary and testimonial evidence submitted during the public hearing, the City Council finds that the user fees adopted by this Resolution are in the public interest to recover the City’s costs for certain municipal services.

SECTION 2. *Activity Authorization; Fee Approval; Regulations.*

A. Pursuant to ESMC § 10-1-4(R), the City Council authorizes any person to conduct Activities in Public Parks, as such terms are defined in the findings above, upon the issuance of a permit for such Activities, by the Director, or designee.

B. Subject to paragraph A, above, the City Council approves a \$15 hourly fee payable by any person or entity in order to conduct Activities within the City's Public Parks.

C. The Director, or designee, is directed to establish policies, procedures, and permit materials as may be necessary to carry out this Resolution's provisions.

D. Unless otherwise revised, the fees established by this Resolution will be automatically adjusted on an annual basis at the beginning of each fiscal year based on the most recent reported December average annual percentage of change in the United States Department of Labor, Bureau of Labor Statistics' Los Angeles-Long Beach-Anaheim CPI-U for the calendar year.

SECTION 3. *Environmental Review.* Pursuant to the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the actions proposed in this Resolution are not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*; "CEQA") for the following reasons: (1) they will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)); and (2) there is no possibility that the actions may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)).

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

SECTION 5. *Signature Authority.* The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 6. *Effective Date.* This Resolution will take effect upon adoption and will remain effective unless repealed or superseded.

SECTION 7. *City Clerk Direction.* The City Clerk will certify to the passage and adoption of this Resolution, enter it in the City's book of original Resolutions, and make a record of this action in the meeting's minutes.

PASSED, APPROVED AND ADOPTED this ____ day of _____,
2023.

Drew Boyles, Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the ____ day of ____ 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

Joaquin Vazquez, Assistant City Attorney

EXHIBIT "A"
FEE INFORMATION



City of El Segundo
Recreation, Parks, and Library Department
401 Sheldon Street, El Segundo, CA 90245
Call: 310-524-2700
Contact: Rachel Cummings, Rec. Supervisor
Email: rcummings@elsegundo.org

PRIVATE INSTRUCTION PERMIT

In accordance with El Segundo Municipal Code Title 10, Chapter 1, Section 4, the use of public parks or facilities to provide a service requires a written approval.

The following items must be included for eligibility and application to be considered:

- A copy of a valid business license with the City of El Segundo
- Proof of Certificate of Insurance
 - *\$1 million general liability insurance naming "The City of El Segundo, it's officers, agents and employees" as additionally insured, auto insurance, and workers compensation insurance.*
- Signed Hold Harmless Agreement
- Completed Outdoor Private Instruction Permit Application

Commercial use of park property requires a permit issued by the City of El Segundo. The permit does not grant exclusive use of space but provides the permit holder a license for the activity in the designated area, for private, one-on-one instruction only. Complete of application is only a request and does not indicate approval of permit.

Restrictions and Requirements:

- Permit applications must be submitted quarterly. Once approved, fees will be collected. No refunds will be given for cancellations for any reason
- Class times are reserved for one hour maximum.
- Permit holders can reserve up to 5 hours of space per location, per week, subject to availability. The Recreation Department reserves the right to allocate usage at staff's discretion.
- Permits may not be transferred to any other individual.
- No slamming of weights or other equipment is allowed. All participants must remain mindful not to damage the surface of the designated area. Instruction may not block designated walkways and stairways. In the event an activity causes damage to City property, repairs will be the responsibility of the instructor.
- Instructors may not attach any equipment to existing fences, benches, other infrastructure, trees, bushes, or other existing landscaping.
- Amplified sound, yelling or use of whistles, horns or other noise making equipment is not permitted.
- City activities will have priority on City-owned facilities and parks. The City of El Segundo reserves the right to cancel any scheduled private instruction at any time without notice. Private instructors must observe all rules and regulation of all City parks and facilities which are found in Municipal Code Chapter 10.

Permitted Locations

Recreation Park: Lawn Bowling Green:

- Surface: natural grass turf
- Size: 40' x 120'

Recreation Park: Clubhouse "Skate" Circle:

- Surface: concrete
- Size: approximately 40' x 40'

Recreation Park: Batting Cages

- Located at George Brett Field or Stevenson Field

El Segundo Teen Center: Skate Park

- Located on Grand Ave
- Surface: concrete

Library Park

- Surface: natural grass turf



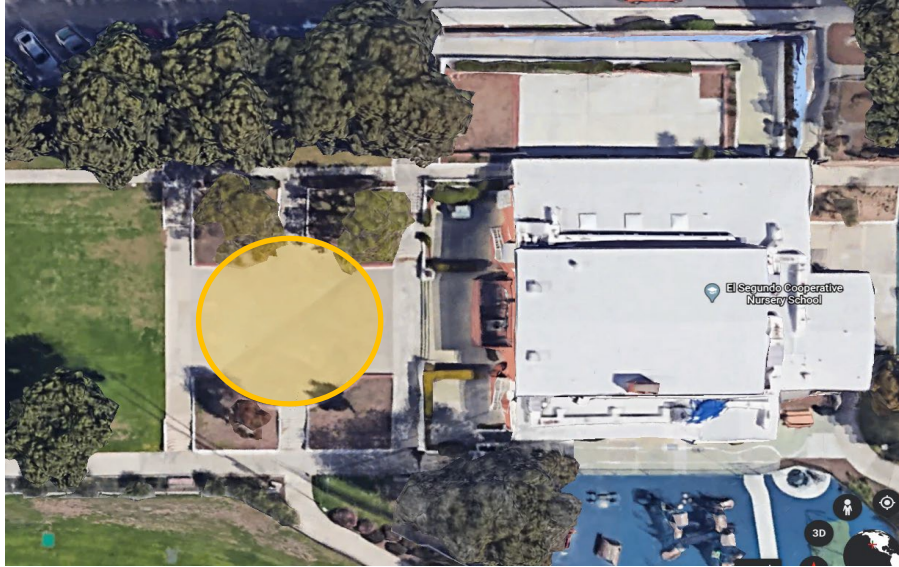
Below are the requestable days/times for each location. Subject to availability.

<u>Days:</u>	<u>Times:</u>	<u>Price (Plus \$100 Refundable Deposit):</u>
Monday – Saturday	7:00am-8:00pm	\$15 per hour for all

Permitted Locations (Continued)

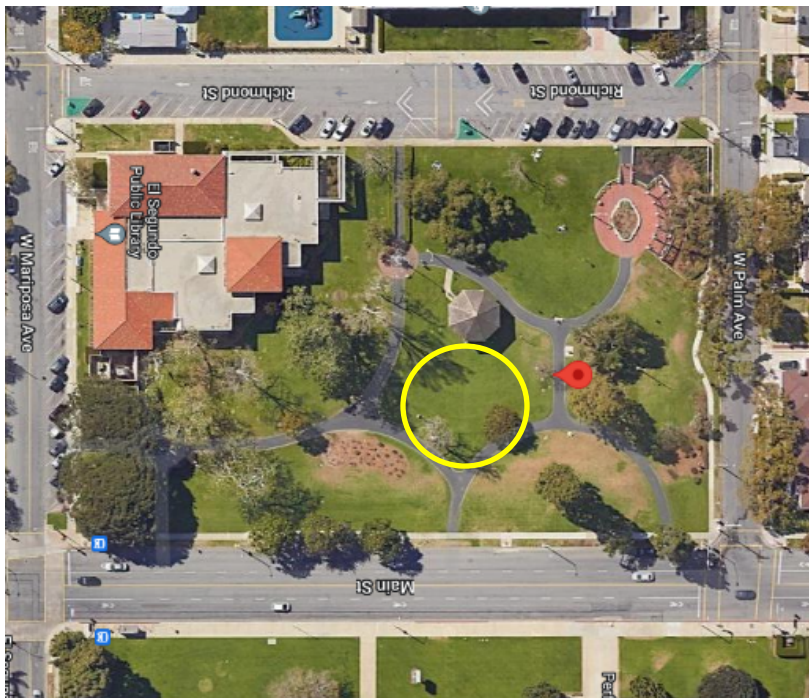
Clubhouse “Skate” Circle at Recreation Park

Concrete Surface



Library Park

Natural Grass Turf



Below are the requestable days/times for each location. Subject to availability.

Days:

Monday – Saturday

Times:

7:00am-8:00pm

Price (Plus \$100
Refundable Deposit):
\$15 per hour for all

EL SEGUNDO RECREATION, PARKS, AND LIBRARY

Private INSTRUCTION PERMIT APPLICATION

1. Name of Business or Instructor: _____
2. Applicant Name: _____
3. Business mailing address: _____
4. Business website: _____
5. Business phone number: _____
6. Email address: _____
7. Proposed Use (describe equipment, activities, age of participants, and fees charged to participants):

8. Proposed Day/Time/Location (5 maximum per week):

First Choice Selections	Day of Week	Time	Location
1			
2			
3			
4			
5			

Alternate Selections	Day of Week	Time	Location
1			
2			
3			



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Staff Presentations

Item Number: D.15

TITLE:

El Segundo Police Department Overview Presentation and Request for Additional Staffing

RECOMMENDATION:

1. Receive and file the El Segundo Police Department overview presentation.
2. Approve request for additional staffing.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The request for additional staffing will require additional funding at midyear review.

BACKGROUND:

The El Segundo Police Department is a full-service department with an authorized sworn staffing level of 62 full-time police officers. The presentation will review topics including Department overview, crime data, operational challenges, technology use and request for additional staffing.

DISCUSSION:

Presentation will cover operational topics to brief councilmembers.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

Objective: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged and innovative.

Police Department Overview and Staffing Levels Update

June 20, 2023

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PREPARED BY:

Amanda O'Donnell, Executive Assistant to Chief of Police

REVIEWED BY:

Jaime Bermudez, Police Chief

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Staff Presentations

Item Number: D.16

TITLE:

El Segundo Connect Pilot Transportation Program

RECOMMENDATION:

1. Review and approve proposed pilot public transportation program for residents, including the associated agreement amendment with Swoop, Inc.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The cost of the pilot program is \$98,280. The pilot program will be funded using Proposition A funding which is allocated annually by Los Angeles County.

BACKGROUND:

The City receives an allocation of Prop A funding annually to provide and address transportation needs for El Segundo residents and guests. The Prop A funding is provided by Los Angeles County via a half-cent tax raised created in November 1980. The anticipated allocation for FY 23-24 is \$401,300. Prop A funding can be utilized for transportation related programs and services such as Dial-A-Ride and local transit.

Historically, the City has offered a lunchtime shuttle that provided transportation for El Segundo residents Monday through Friday between 11:00 a.m. and 3:00 p.m. The shuttle provided transportation from businesses east of PCH to Downtown El Segundo. Annually, these shuttle services cost \$148,000 to operate and were funded through Prop A. During the Covid-19 Pandemic, the City discontinued transportation services such as the Lunchtime Shuttle, Beach Shuttle and Dial-A-Ride due to stay at home orders. In the summer of 2022, the City re-instated the beach shuttle through a contract with local vendor, Swoop. The annual cost for the beach shuttle is approximately \$58,000.

DISCUSSION:

Proposed Pilot Transportation Program, El Segundo Connect

June 20, 2023

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In January 2020, the Transportation Subcommittee conducted a community survey to gather information on what challenges residents were facing regarding transportation. Staff also reviewed current transportation programs and service offerings. Based on community feedback, the Transportation Committee recommended a pilot program for a new shuttle service to provide service to lunchtime locations, first mile/last mile locations and various City facilities through an amended contract with Swoop. Staff reviewed a proposal from another transportation vendor, Circuit. Swoop provided the most cost-friendly option for services. The proposed shuttle stop locations for El Segundo Connect are shown in Attachment A. Staff is proposing that during the pilot program there will be no cost to residents to utilize the service. After ridership is analyzed during the pilot program, staff may recommend introducing a small fee for the shuttle service.

If approved, the El Segundo Connect pilot program will operate from September 15, 2023, to November 15, 2023 and will offer 16 stops throughout El Segundo Monday through Friday, during the hours of 11:30 a.m. to 6:00 p.m. In an effort to gauge ridership and customer satisfaction, a user survey will be conducted at the end of the pilot program to evaluate the benefits of the El Segundo Connect service.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication

Objective 1A: El Segundo provides unparalleled service to all customers.

Objective 1 B: El Segundo's engagement with the community ensures excellence.

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for business and the community.

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

PREPARED BY:

Ryan Delgado, Recreation III Leader

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

Proposed Pilot Transportation Program, El Segundo Connect

June 20, 2023

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ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Staff Presentations

Item Number: D.17

TITLE:

Establish the Communications Coordinator (Part-time) Classification, Adopt Classification Specification and Resolution to Establish the Basic Salary Range

RECOMMENDATION:

1. Approve establishment of the Communications Coordinator (Part-time) classification.
2. Adopt the classification specification for the Communications Coordinator (Part-time).
3. Adopt a resolution establishing the basic salary range for the Communications Coordinator (Part-Time) position.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Funding for the above actions is included in the adopted FY 2022-23 budget. No new funding is required for FY 2022-2023.

BACKGROUND:

Staff from Human Resources and City Manager's Office met to discuss the challenges faced in recruiting qualified candidates to perform the communication duties and responsibilities as incorporated in the Senior Video Technician II classification specification. The existing classification specification encompasses both video production and communications essential duties with a title that is singularly focused on video production. Potential candidates with excellent communication abilities can be deterred by the title and the concentration on the specialized skills in video production. Establishing a part-time Communications Coordinator position with a classification specification that is specific to communications essential duties addresses the challenges in recruiting experienced candidates that may not have applied due to the

Communications Coordinator

June 20, 2023

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position title and related video production duties and qualifications.

DISCUSSION:

The Human Resources Department is committed to improving and enhancing recruitment, selection, and retention initiatives with best practices. Attracting high caliber candidates, maintaining service levels while filling vacancies, and retaining the individual selected for the position are essential to providing long-term stability and uninterrupted service to our residents and business community.

The proposed part-time Communications Coordinator position will provide responsible staff support to the Communications Manager with social media management, website updates, content creation, copyrighting, and other duties related to internal and external communications outreach. The salary range for this position will remain the same as the Senior Video Technician II and the creation of this new part-time position will have no fiscal impact as it will be filled utilizing the approved funding in the budget. Although the salary range remains the same, the new position and title does require the adoption of a resolution to establish the basic salary range.

Creating the Communications Coordinator classification specification will enable the City to better attract top talent with specific skills in public relations, content creation, and social media management while addressing the challenges faced in recruiting qualified candidates with the appropriate skillsets in communications.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

Objective: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged and innovative.

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution Establishing Basic Hourly Salary Range
2. Communications Coordinator Part-Time Classification Specification

Communications Coordinator

June 20, 2023

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RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING BASIC HOURLY SALARY RANGE
FOR A PART TIME JOB CLASSIFICATION**

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

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

Classification	Salary Range
Communications Coordinator (Part-time)	\$22.25 – 28.40 Hour

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

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

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

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 6: This Resolution is effective June 20, 2023 and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 20th day of June, 2023

Drew Boyles,
Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ____ day of _____, 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

Communications Coordinator (Part-time)

DEFINITION: To provide responsible staff support to the Communications Manager to implement the City's communications plan including preparing and distributing social media posts, news articles, newsletters, bulletins, and other materials related to public relations; creating and monitoring placement of information on the City's communications channels; responding to public information related inquiries; monitoring and analyzing engagement metrics; and supporting citywide internal and external communications as assigned.

SUPERVISION RECEIVED AND EXERCISED: Receives supervision from the Communications Manager.

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

The Communications Coordinator is competent in performing the below duties. Incumbents may not perform all the listed functions and/or may be required to perform additional or different functions from those below, to address business needs or changing business practices:

Characteristic Duties and Responsibilities:

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

Coordinate with appropriate city departments and public for any special communications projects and/or requests;

Draft and edit written and graphic content for web, social media, email, and other communication platforms as well as print content, ensuring effectiveness, clarity, and quality;

Pitch content idea and communications practices to increase the visibility of the city's key messages and programs across key stakeholder audiences;

Manage, monitor, and create content for various city social media channels;

Create analytic reports for website traffic and social media engagement to measure success of communications and use these results to inform outreach strategies;

Stay up to date on industry trends and make recommendations for adjustments to communications strategies and practices;

Provide creative support for internal and external communications efforts;

Select photos and create video and graphics for engaging visual content for digital platforms; Assist in the development of citywide brand style guide;

Assist in coordinating various communications projects as needed, such as surveys, community meetings, press events, and employee townhalls;

City of El Segundo
Communications Coordinator Part-Time
Class Code: XXXX

Contribute to talking points for elected officials and city staff as necessary;

Audit web content for the city to ensure that it consistently and accurately reflects the City's programs and priorities, is easy to understand and navigate, and maintains a consistent look and feel across departments;

Provides administrative support as needed;

Regularly and predictably attends work; and

Performs related duties as assigned.

This position may be required to work weekends, evenings, and extended hours.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Principles, practices and techniques of public relations, communications and marketing;

Business English, grammar, punctuation, and spelling;

Standard proofreading and editing practices;

MS Office suite, including Word, Excel and PowerPoint;

Communications outreach strategies;

Social Media platforms such as Twitter, Facebook, and Instagram;

Hootsuite, Canva, and Granicus platforms;

Components and creation of visually compelling presentations; and

General office procedures.

Skill in:

Analyzing, evaluating, and recommending improvements to department operations, programs, and services;

Prioritizing projects, time management, meeting deadlines, and organizational and critical thinking skills;

Principles and practices of research and statistical analysis;

Working both independently and as part of a team;

City of El Segundo
Communications Coordinator Part-Time
Class Code: XXXX

Using public relations techniques responding to inquiries;

Maintaining confidentiality of sensitive and/or embargoed information;

Making sound, independent decisions within established policy and procedural guidelines;

Researching and developing content ideas and concepts;

Communicating effectively both orally and in writing;

Utilizing public relations techniques responding to inquiries and complaints;

Using a personal computer and applicable software applications;

Understanding and following directions and instructions;

Appearing for work on time;

Following directions from a supervisor;

Understanding and following posted work rules and procedures;

Accepting constructive criticism;

Establishing and maintaining effective working relationships with staff, Elected Officials, other City employees, and the public.

May be required to work weekends, evenings and extended hours.

QUALIFICATIONS:

A combination of experience and training that would likely provide the required knowledge, skills and abilities may be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience: One (1) year professional experience in Public Relations, Communications, Social Media, Marketing or Graphic Design.

Education: Equivalent to an Associate of Arts degree (60 units) from an accredited college or university in Public Affairs, Communications, Marketing or a directly related field. A Bachelor's degree is desirable.

License/Certificates: Due to the performance of some field duties which requires the operation of a personal or City vehicle, valid and appropriate California driver's license and acceptable driving record are required.

Disaster Service Worker: In accordance with Government Code Section 3100, City of El Segundo employees, in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

City of El Segundo
Communications Coordinator Part-Time
Class Code: XXXX

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

Unrepresented Part-time
Established: June 20, 2023



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Staff Presentations

Item Number: D.18

TITLE:

Urho Saari Swim Stadium (“The Plunge”) Project Status Update Regarding the Design, Estimated Construction Costs and Schedule

RECOMMENDATION:

1. Receive and file the Urho Saari Sim Stadium “The Plunge” Update.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Budgeted Amount: \$2,500,000, plus \$2,500,710 (Chevron Contribution - \$500,000, L.A. Chargers Headquarters Agreement - \$2,000,000, \$710 - Interest), for a total of \$5,000,710

Current Balance: \$4,152,672 (\$848,038 has been encumbered for design)

Additional Appropriation: None

Account Number(s): 301-400-8186-8236 (Plunge Rehabilitation 2020) & 702-233-5101-5418 (Trust Fund for Plunge Rehab Reserve)

Approximately \$10.2M is expected to be available for this project in FY 2024-25 as follows:

- \$4,152,672 - Current balance
- \$5,000,000 - City General Fund Budget (\$2,500,000 per year for two years – FY 2023-24 through FY 2024-25)
- \$1,000,000 - L.A. Chargers Headquarters (Ordinance #1631) - \$2,000,000 has been paid to date and is included in the current balance above.

In addition, El Segundo Unified School District will contribute the lesser of \$1,000,000 or 24% of the facilities renovation cost after the project is complete (Agreement # 5586).

Urho Saari Swim Stadium (“The Plunge”) Project

June 20, 2023

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BACKGROUND:

For the conceptual phase in FY 20-21, the City hosted community surveys, a virtual community meeting, and stakeholder meetings with staff and Recreation and Parks Commission members to assist in guiding the conceptual design based on the results of the needs assessment. The Recreation and Parks Commission discussed the needs assessment and conceptual design at its meetings on April 21 and May 19, 2021. On May 19, the Recreation and Parks Commission voted 5-0 to recommend the City Council move forward with the enhanced conceptual design for the Urho Saari Swim Stadium. In June 2021, the conceptual plan was presented to City Council with a consensus to proceed into the design phase of renovating the facility.

On October 18, 2022, the updated design, with a cost estimate of \$11.6M, was presented to City Council with modifications to the June 2021 design as follows:

- Two lifts (elevators) have to be added to meet the American Disability Act (ADA) requirements.
- The restrooms and the entrance lobby on the first floor need to be modified as a result of adding the two lifts.
- The entrance facade of the building needs to be saved due to the historical nature of the facility.
- Fire Alarm System to be added, per Fire Marshall.
- One room needs to be added to accommodate the IT-related components.
- An exit door needs to be added per Fire Marshall.
- The IBI Group is recommending a modified lay-out for the locker rooms/showers/restrooms which would facilitate better circulation.

In the discussion at the October 18, 2022 Council meeting, the City Council directed staff to find elements that could be eliminated from the design to reduce the cost of the project and bring back an updated presentation.

The updated presentation was brought back to the City Council on January 17, 2023, with scope reduced by approximately \$2M by eliminating the following proposed elements:

- The second level community terrace.
- The bleachers near the small pool.
- The redesigned open-concept lobby space.
- HVAC equipment
- Exterior painting of the building

The City Council opted to leave these items in the scope of the project and directed staff

Urho Saari Swim Stadium (“The Plunge”) Project

June 20, 2023

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to promptly proceed with the design.

DISCUSSION:

Since January 2023, several site investigations have been completed to aid in preparing the final design. Investigative work included the following:

- Leak detection of the pool piping
- Ground-penetration radar (GPR) testing of the pool shell
- Roof core
- Storm drain pipe investigation

Additionally, pool mechanical equipment was thoroughly reviewed and selected and the locker room layout was rearranged to provide a private family room. The design of the project is currently 85% complete and is expected to be 100% complete in September 2023. Staff and IBI Group will present the updated design to City Council and provide an updated cost estimate based on the current design. It is anticipated that the bidding for construction of this project will begin in the first quarter of 2024.

Update on Construction Management RFP

In April 2023, City staff released an RFP for the Construction Management Services for the Plunge. On June 6, 2023, the City Clerk’s office received six proposals from construction management firms. City staff, including the City Manager, are reviewing the proposals and will bring a recommendation to the City Council in August for award.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

PREPARED BY:

Cheryl Ebert, Senior Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Staff Presentations

Item Number: D.19

TITLE:

Memorandum of Understanding Between the City of El Segundo and the El Segundo Police Support Services Employees' Association and Amendment to the City Contributions for CalPERS Medical Premiums

RECOMMENDATION:

1. Adopt a Resolution approving and adopting the Memorandum of Understanding ("MOU") between the City of El Segundo and the El Segundo Police Support Services Employees' Association ("PSSEA").
2. Adopt a Resolution amending the City contributions for CalPERS medical premiums pursuant to the MOU between the City of El Segundo and the PSSEA.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The total cost of the successor PSSEA Memorandum of Understanding is \$1,712,139 for the term October 1, 2022 through June 30, 2026.

The additional fiscal impact for FY2022-2023 is \$130,532. This cost can be absorbed through salary savings from citywide vacancies.

Additional Appropriation: Staff is requesting an additional appropriation of \$61,583 in FY 2023-2024 for implementing the terms of the PSSEA MOU from July 1, 2023 through June 30, 2024.

Account Numbers: 001-299-0000-2990 General Fund Unappropriated Fund Balance to various Police Department salary and benefits accounts, 001-400-3101 (Police Administration) and 001-400-3103 (Police-Crime Investigation).

BACKGROUND:

PSSEA MOU and PEMHCA Amendment

June 20, 2023

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Staff and representatives of the PSSEA met and conferred pursuant to Section 3500 et seq. of the California Government Code (MMBA), for purposes of reaching a labor agreement. A Tentative Agreement was reached on June 13, 2023 and PSSEA ratified the agreement on June 14, 2023 (Attachment 1).

The City and the PSSEA began negotiations on November 22, 2022 for a successor MOU to the agreement that expired on September 30, 2022. The City and PSSEA met five (5) times and exchanged three (3) proposals each including comprehensive tracked changes to the MOU.

DISCUSSION:

The successor MOU provides for equity and cost-of-living adjustments, increases to City contribution for health, dental, and life insurance coverages, bilingual pay, increased vacation accrual, one personal leave day, and a ratification bonus. Other provisions include a hard cap on vacation and sick leave accruals and the elimination of a Side Letter which limited the work schedules of certain classifications on the Thanksgiving and Christmas holidays. The redlined MOU is attached which shows the revisions and clean-up language. The PSSEA bargaining unit represents the Crime Scene Investigator I-II, Police Assistant I-II and Police Service Officer I-II job classifications with twelve (12) incumbents. The following are highlights of the salary and benefit changes to the MOU:

1. Term: 3 years and 9 months, October 1, 2023, to June 30, 2026

2. Equity Adjustments:

- Crime Scene Investigator I: 5.10%
- Crime Scene Investigator II: 7.05%
- Police Assistant I: 6.89%
- Police Assistant II: 7.13%
- Police Service Officer I: 3.19%
- Police Service Officer II: 3.97%

3. Salary Adjustments:

- 2% effective October 1, 2022
- 2% effective July 1, 2023
- 2% effective July 1, 2024
- 2% effective July 1, 2025

4. Health Insurance Increases:

- Effective January 1, 2023: from \$1,650 to \$1,700
- Effective January 1, 2024: from \$1,700 to \$1,750

PSSEA MOU and PEMHCA Amendment

June 20, 2023

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- Effective January 1, 2025: from \$1,750 to \$1,800
- Effective January 1, 2025: from \$1,800 to \$1,850

5. Increase in dental, vision, and life from \$135 to \$184.25

6. Increase in basic life insurance from \$20,000 to \$50,000

7. Provide Bilingual pay of \$73.40 per pay period

8. Adjustment of vacation accrual to provide an additional 16 hours per year in exchange for a hard cap on vacation and sick leave accruals

9. One (1) Personal Leave Day in exchange for the authority to require that all employees in the PSSEA bargaining unit work all City holidays (i.e., rescission of the side letter that provides that certain employees do not have to work on Thanksgiving or Christmas)

10. Ratification bonus of \$2,000 upon Council approval and adoption

Additionally, the parties agreed to various clean-up items and the following:

- Revision of the leave cash out process to comply with the IRS doctrine of constructive receipt;
- Provision to permit employees and eligible dependents to remain on City dental and vision plans if enrolled upon retirement. Premiums are to be paid by the retiree; and
- Clarification of the Grievance and Arbitration procedure that after Level III, employees may either appeal to Step IV to the City Manager or arbitrate the grievance.

CalPERS requires contracting agencies participating in the Medical Plan under the Public Employee's Medical and Hospital Care Act ("PEMHCA") to submit a change resolution approved by the City Council to amend the employer contribution for medical premiums. Attached for adoption is the required resolution to increase the 2023 City paid medical premiums as noted above.

Upon approval and adoption of the MOU and related resolutions, Human Resources will work with Finance to implement all provisions as negotiated.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

PSSEA MOU and PEMHCA Amendment

June 20, 2023

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Objective: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged and innovative.

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

ATTACHED SUPPORTING DOCUMENTS:

1. Tentative Agreement Redline MOU
2. Resolution Approving and Adopting the PSSEA MOU
3. Exhibit A - PSSEA MOU October 1 2022 to June 30 2026
4. Resolution Fixing the Employer Contribution 008 El Segundo Police Support Services Employees Association

**MEMORANDUM OF UNDERSTANDING ("MOU")
BETWEEN
THE CITY OF EL SEGUNDO ("CITY")
AND
THE CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES
UNION, LOCAL 911 (POLICE SUPPORT SERVICES EMPLOYEES ASSOCIATION
BARGAINING UNIT ("PSSEA"))**

ARTICLE 1 - INTRODUCTION

SECTION 1. Article 1.01 Preamble

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into between the CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION, LOCAL 911 (Police Support Services Employees Association POLICE SUPPORT SERVICES EMPLOYEES BARGAINING UNIT), hereinafter referred to as "Union," or PSSEA, and the management representatives of the El Segundo City Council, hereinafter referred to as the "City," pursuant to the California Government Code Section 3500 *et. seq.*

Commented [LCW1]: Substantive Change: Revised to remove reference to the Teamsters as the representative for the bargaining unit.

Commented [VB2R1]: PSSEA TA

Article 1.02 SECTION 2. Recognition

The City hereby confirms its recognition of the Union as the exclusive representative of employees in the Police Department ~~Support Services~~ bargaining representation unit, and agrees to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by the law. The appropriate unit represented by the Union is generally described as all full time permanent Police Department ~~Support support Services-services~~ non-sworn shift schedule employees.

This recognition of the Union shall not be subject to challenge except as provided under the provisions of the City's Employer-Employee Organization Relations Resolution #3208.

The list of classes within the bargaining unit is attached to this MOU as Appendix A.

Article 1.03 SECTION 3. Conclusions and Term of Agreement

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and the benefits contained herein are given in consideration for the various provisions contained herein which may be a change in the prior employment practices of the City. Further, it is mutually agreed that this Memorandum of Understanding shall commence upon Council adoption ~~for the term on October 1, 2018-2022 and end to June 30, 2026~~ September 29, 2022.

Commented [VB3]: TA depending on deal points

Commented [LCW4R3]: Revised to provide longer term. Aligns with SPEA MOU.

Commented [LCW5]: Substantive Change: New Term (2 ¼ years) with expiration on June 30, 2025. Align with Fiscal Year.

Commented [VB6R5]: PSSEA may agree depending on deal points.

Commented [LCW7R5]: Revised to extend until June 30, 2026.

Commented [VB8R5]: PSSEA TA

SECTION 4. Complete Agreement

This Memorandum of Understanding MOU contains all of the covenants, stipulations and

Memorandum Agreement Proposal/Supplies (D on) (6-1 -2022)

provisions agreed upon by the parties regarding terms and conditions of employment. Therefore, for the life of this Agreement, neither party shall be compelled to meet and confer with the other party concerning any mandatory meet and confer issue which is covered by this Agreement, except as provided by Article 6, Section 85.

Commented [LCW9]: Non-Substantive Change: Revised to reference reopener provision.

Commented [VB10R9]: PSSEA TA

Article 1.04 SECTION 5. Implementation of Agreement

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

Commented [VB11]: Keep "implement"

Commented [LCW12R11]: Revised.

Commented [LCW13R11]: PSSEA: PSSEA TA (5/11/2023)

SECTION 6. Non-Discrimination

Neither the City nor the Association shall discriminate against any employee because of race, color, age, religion, creed, national origin, ancestry, sex, gender, sexual orientation, medical condition, genetic information, marital status, any other protected category under the law, as well as Association activities in any matter.

Commented [LCW14]: Substantive Change: Added non-discrimination section.

Commented [VB15R14]: PSSEA TA

ARTICLE 2 - COMPENSATION

Article 2.04 SECTION 1. Compensation Adjustments

A. Equity Adjustments

Based on a review of the salary and benefits (i.e., total compensation) provided to comparable positions in the cities of Culver City, Gardena, Hawthorne, Hermosa Beach, Inglewood, Manhattan Beach, Redondo Beach, Santa Monica, Torrance, and Los Angeles and the County of Los Angeles, the City shall provide the following salary increases to employees:

Retroactive to October 1, 2022 Effective on the first day of the first payroll period after City Council adoption of this MOU, base salary for the following classification shall be increased according to the percentage amounts provided below.

Salaries

Classification	Adjustment
Crime Scene Investigator I	5.10--%
Crime Scene Investigator II	7.05--%
Police Assistant I	6.89%--%
Police Assistant II	7.13%--%
Police Service Officer I	3.19%--%
Police Service Officer II	3.97%--%

Commented [LCW16]: City to Propose Substantive Change: The City is still working to review comps; Will update this section to provide for equity increases, if any.

Commented [VB17R16]: Waiting for comps and proposal

Commented [LCW18R16]: Revised to reflect proposed equity increased based on compensation survey. Revised to reflect retroactive application, including differential and overtime.

Commented [VB19R16]: PSSEA TA

The adjustments to the six (6) classifications above shall occur prior to the application of any

Memorandum of Understanding (MOU) (6-1-2022)

across-the-board cost-of-living adjustments, provided below.

B. Cost of Living Adjustments

The City shall provide the following salary increases to employees:

1. ~~Retroactive to October 1, 2022~~ Effective upon the first day of the first payroll period after the City Council's adoption of this MOU: Increase base salary by two percent (2.0%)

1. ~~Effective the beginning of the pay period following Council adoption of this MOU,~~ the base salary of each affected employee shall be increased by three percent (3%)

2. ~~—~~

3. ~~2.~~ Effective the pay period which includes October-July 1, 2019-2023, the base salary of each affected employee shall be increased by two Two Percent (2.02%); and

3. ~~Effective the pay period which includes October-July 1, 2020-2034,~~ the base salary of each affected employee shall be increased by two percent Two Percent (2.02%); and

4. ~~Effective the pay period which includes July 1, 2025,~~ the base salary of each affected employee shall be increased by two one percent (2.150%).

4. ~~—~~

1. ~~Effective the pay period which includes October 1, 2021-2024,~~ the base salary of each affected employee shall be increased by Two Percent (2%).

The City shall make a one-time ad hoc lump sum payment of Two Thousand Dollars (\$2,000) to each "classic" member who is covered by this Memorandum of Understanding who is actively employed by the City on April 1, 2019. The payment shall be made in the pay period that includes April 15, 2019. The one-time ad hoc payment paid is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.

The City shall make a one-time ad hoc lump sum payment of Two Thousand Dollars (\$2,000) to each "classic" member who is covered by this Memorandum of Understanding who was employed by the City on April 1, 2019 and is actively employed by the City on April 1, 2021. The payment shall be made in the pay period that includes April 15, 2021. The one-time ad hoc payment is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increase, and shall not be reported as compensation earnable.

Effective on the first day of the first payroll period after City Council adoption of this MOU, compensation for the classifications below shall be increased as follows:

~~The adjustments to the six (6) classifications above shall occur prior to the application of any across-the-board cost-of-living adjustments.~~

Attached to this MOU Memorandum of Understanding as Appendix Exhibits IB and incorporated herein by reference, are the base salaries as reflected in the above provisions of Article 2, Section .011.

Commented [LCW20]: Substantive Change:

Added three COLA adjustments: (1) After adoption of MOU (1.5%); (2) after July 1, 2023 (1%); and (3) after July 1, 2024 (1%).

Commented [VB21R20]: See PSSEA counter: 7%; 6%; and 6%.

Memorandum Agreement Proposal/Supplies (D an) (6-1 -2022)

C. The retroactive payments provided to employees as described in Subsections A and B of the Section will also include increases to the overtime payments and differential payments provided by the City to employees who worked overtime or assignments qualifying them for differential pay during the period between October 1, 2022 and the date that this MOU is adopted by the City Council.

Commented [LCW22R20]: Revised (1) After adoption of MOU (2.0%); (2) after July 1, 2023 (2.0%); and (3) after July 1, 2024 (2.0%).

Commented [LCW23R20]: PSSEA Counter: 5%; 3%; 3%; and 3%

SECTION 2. Ratification Bonus

The City shall provide a one-time ratification bonus in the amount of \$24,000 to each employee in the bargaining unit who is employed by the City at the time that the MOU is ratified by the Association.

Commented [LCW24R20]: Revised to reflect improved offer and retroactivity: (1) After adoption of MOU (2.0%); (2) after July 1, 2023 (2.0%); (3) after July 1, 2024 (2.0%); and (4) after July 1, 2025 (2.0%) Revised to reflect that overtime and differential payments will be included in retro pay calculations.

The City shall provide the bonus in the first full pay period following the adoption of the MOU by the City Council.

Commented [VB25R20]: PSSEA TA

SECTION 3. Article 2.02 Salary Table Step Advancement

1. ~~Step Advancement Basic Salary Schedule~~—The advancement of a new employee from Step A shall be on the new employee's anniversary date which is established as the day immediately following satisfactory completion of his or her their first six (6) months' service.

Commented [LCW26]: PSSEA Proposal. \$5,000; \$5,000 and \$5,000.

Commented [LCW27R26]: Revised to reflect improved one one-time ratification bonus in the amount of \$2,000.

The advancement of an employee from Step; Steps B, C, and D shall be on the employee's one (1) year anniversary ~~contemplate one year's service date in the step in each of such classification~~ subject to the limitation of Section F, below, and the advancements therefrom shall be on the anniversary date of the employee.;

Commented [VB28R26]: PSSEA TA

Commented [LCW29]: Non-Substantive Change: Replace gendered pronouns.

Step E contemplates continued service in such classification until further advancement is indicated by reason of longevity.

Commented [VB30R29]: PSSEA TA

SECTION 4. Accelerated Salary Step Advancement

2. ~~Accelerated Step Advancement~~—Accelerated salary step advancement is intended to recognize employees whose job performance is exemplary and consistently exceeds normal expectations for their current step.

Prior to an employee completing one (1) year of service at their current step, an employee whose performance is exemplary and consistently exceeds normal expectations for their current step may be eligible to receive accelerated salary step advancement to a the next higher salary step, so long as the employee has not yet reached the top step of their salary range and the next salary step provides no more than a five percent (5%) increase over their base salary at their current step.

Recommended accelerated salary increases shall be in whole percentages ranging from 1-5%. An employee may receive more than one salary step advancement, but in most cases the total granted shall not exceed 5% in a twelve (12) month period.

In order to be eligible for accelerated salary step advancement, the employee's supervisor or manager must recommend such advancement to the responsible Department Head. The supervisor or manager shall submit a written report on the prescribed form to the appropriate

tentative Agreement Proposal/Supplies (D an) (6-1 -2022)

Department Head.

The Department Head shall submit the form to the Director of Human Resources, indicating whether they agree with the supervisor or manager’s recommendation and providing additional comments, if necessary.

The Director of Human Resources shall submit the form to the City Manager, indicating whether the recommendation conforms to the City-wide criteria for accelerated step advancement.

SECTION 5.

Notwithstanding the above, a supervisor may recommend to the department head that an employee receive an accelerated advancement of part or all of the next salary step B, C, D, or E (excluding Longevity Pay Steps), based on exemplary job performance. If the department head concurs, he/she shall submit a written report on the prescribed form to the Director of Human Resources citing specific examples of work performed by the employee that consistently exceeds expectations and warrants approval of part or all of the next salary step prior to the employee’s anniversary date. The Director of Human Resources shall submit the request along with a recommendation for action by the City Manager. Recommended accelerated salary increases shall be in whole percentages ranging from 1-5%. An employee may receive more than one salary step advancement, but in most cases the total granted shall not exceed 5% in a twelve (12) month period. The accelerated salary advancement(s) shall not change the affected employee’s anniversary date. In no case shall an employee receive compensation that exceeds the E-step of their respective salary range.

2. Class Series Classifications

Notwithstanding the provisions of Section A, the following classifications listed below shall be described as class series classifications and employees in such classifications shall be paid according to one of two salary ranges assigned to each of these classifications depending on whether the employee is designated as Level I or Level II employee classes:

- 1. _____ Police Assistant I/II
- 1. _____
- 2. _____ Police Service Officer I/II
- 2. _____
- 3. _____ Crime Scene Investigator I/II
- 3. _____

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

Commented [LCW31]: Substantive Change: Revised to provide for accelerated step advancement.

Align with other miscellaneous group, SPEA.

Commented [VB32R31]: Reject. This is a takeaway.

Current language says employee can potentially get more than 5%. What is the City-wide criteria for accelerated step advancement.

Commented [LCW33R31]: Revised to retain language from prior MOU, preserving employees’ ability to receive an accelerated step advancement in excess of 5%.

Commented [LCW34R31]: PSSEA TA (5/11/2023)

Commented [LCW35]: Non-Substantive Change: Clarifying revisions.

Commented [VB36R35]: PSSEA TA

Temporary Agreement Proposal/Supplies (D at) (6-1 -2022)

In each of these classes, entry level may be made at two different work performance, skill, and assigned responsibility levels corresponding to the two different salary range levels. When entry is made at Level I, the employee shall progress through steps of the range assigned to that level in the manner described in Section 1, except as noted below. When entry is made at Level II, the employee shall advance through the steps of the range assigned to that level in the same manner as described in Section A4.

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

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

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

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

In order to effectuate the advancement from Level I to Level II, the immediate supervisor shall prepare a memo for approval by the Department Head, which is sent to the Director of Human Resources, or their designee, and processed through a Personnel Action Form ("PAF"). The Director of Human Resources or their designee shall review and approve the PAF and authorize the employee's advancement and change in status from Level I to Level II.

Specific criteria for advancement within a class series shall be prepared jointly by each Department Head and the Director of Human Resources. Such criteria shall be approved

Commented [LCW37]: Substantive Change: Revised to remove the City Manager from involvement in the process.

Commented [VB38R37]: PSSEA TA

by the City Manager. No employee shall be advanced from Level I to Level II except upon recommendation of the Department Head and approval of the City Manager.

Whenever an employee's status changes is moved from Level I to Level II, such employee shall be compensated at the lowest rate of compensation provided for in the higher Level II salary range which exceeds by not less than five percent (5%) the rate of compensation received by said employee at the time of assignment to Level II, unless otherwise ordered by the City Council. While occupying a position assigned to a class series classification, an employee shall serve only one probation period.

Commented [LCW39]: Substantive Change: Revised to remove the City Council from involvement in the process.
Commented [VB40R39]: PSSEA TA

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

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

Commented [VB41]: Please explain
Commented [LCW42R41]: An employee's seniority will be unaffected by their advancement to a new step.
Commented [LCW43R41]: PSSEA TA (5/11/2023)
Commented [LCW44]: Substantive Change: Revised to provide that the salary increase would take effect the first full pay period after the step advancement.
Commented [VB45R44]: Reject
Commented [LCW46R44]: Revised to clarify timing of salary adjustment based on step advancement.
Commented [LCW47R44]: PSSEA TA (5/11/2023)

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

D. C. subsequently improves to a satisfactory level, the step increase will be granted and the date of increase will become the employee's anniversary date.

SECTION 6. Article 2.03 Payroll Direct Deposit

Payroll is distributed bi-weekly (i.e., 26 times per year).

Commented [LCW48]: Non-Substantive Change: Section moved. Language aligns with other miscellaneous group, SPEA.
Commented [VB49R48]: PSSEA TA

The City shall electronically deposit employees' paychecks directly into a savings or checking account designated by the employees.

Employees shall be responsible for providing the Finance Department with the correct transit routing and account information.

Additional Compensation

SECTION 7. Temporary Assignment to Higher Classification

Employee's Department Head

An employees who is qualified to work in a higher classification or position shall receive an increase to their salary rate, as described below, for the duration of their assignment to and service in such classification or position under the following conditions: (1) The City requires that the employee serve for not less than ten (10) days in the higher classification or position and that the employee be responsible for performance of the work of such classification or position; and (2) The City Manager approves the employee's temporary assignment to and service in such classification or position.

During such assignment, the employee shall be placed at the lowest step in the higher class or position that provides for a base salary not less than five percent (5%) above the employee's base salary.

Temporary assignments shall be limited to 960 hours per fiscal year.

For purposes of calculating the amount of time that an employee serves in a probationary status following promotion to a higher classification or position, the City shall recognize and credit an employee who serves in a higher classification or position during a temporary assignment with a deduction to the time that the employee must serve in a probationary status. The City shall credit the employee with the days served in the higher classification or position, and shall make a comparable reduction to the number of days that the employee must serve in a probationary status following promotion to the higher classification or position. The City will not credit the employee for any time spent on unpaid leave or extended paid leave during their temporary assignment. For this purpose, the Parties agree that "extended paid leave" means leave that exceeds one week.

SECTION 8. Article 2.04 Standby Duty

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

A. The City requires that standby duty employees adhere to the following:

1. Be reachable by a cellular phone or other device. The City may, in its discretion, provide a cellular phone or other device to an employee assigned to standby duty for purposes of responding to requests to return to duty.

1.

Commented [LCW50]: Substantive Change: Revised to align with other miscellaneous group, SPEA.

Commented [VB51R50]: Will consider based upon final SPEA language

Commented [LCW52R50]: Revised language below, which aligns with final SPEA language on this subject.

Commented [LCW53R50]: PSSEA TA (5/11/2023)

Commented [LCW54]: Substantive Change: Revised to clarify process and limit the time in out-of-class assignments.

CalPERS Penalty applies after 960 hours. Gov. Code 20480.

Commented [VB55R54]: PSSEA TA

Commented [VB56]: How long is extended paid leave?

Commented [LCW57R56]: Revised language below, which defines "extended paid leave" consistent with how that term is defined in the SPEA MOU.

Commented [LCW58R56]: PSSEA TA (6/7/2023)

2. Be ready to respond and return to duty immediately when reached by the City.

2.

3. Be able to report to duty within one (1) hour of being contacted by the City.

3.

4. Refrain from activities which might impair their ability to perform assigned duties, including but not limited to, consuming any alcoholic beverage, illicit drug or medication capable of impairing one's mental or physical faculties.

4.

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

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

For each period of standby duty, employees shall be provided two (2) hours of pay per day. Employees recalled to duty shall receive a minimum of four (4) hours of recall pay, as provided in Section 15 below. ~~two (2) hours of pay per day. Employees recalled to duty shall receive a minimum of four (4) hours of recall pay.~~

An employee who uses sick leave or vacation leave during a standby period, occurring on or after ~~September 9~~ October 15, 2000, shall not be provided any form of compensation for the standby period other than the compensation for the sick leave or vacation, unless the employee's Department Head approves, in writing, the provision of the normal standby duty compensation.

A. Be ready to respond immediately.

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

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

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

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

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

Commented [VB59]: Reject. MOU says after October 15, 2000

Commented [LCW60R59]: Revised.

Commented [LCW61R59]: PSSEA TA (5/11/2023)

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

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

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

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

SECTION 9, Article 2.05 Educational Incentive Pay

Bargaining unit members hired after October 1, 2014 shall not be eligible for the Education Incentive Pay.

Eligible employees shall be entitled to receive educational incentive pay as described below.

In order to qualify for educational incentive pay an employee must satisfy the following conditions: (1) Work in a job classification that does not require a bachelor's degree or higher degree in order to qualify for the classification, and (2) Receive a degree from an accredited college or university in one (1) of the majors of public administration, business administration, criminal justice, or other job-related major, which had been approved by the employee's Department Head, in writing.

Following the employee's submission of documentation to their Department Head that they are qualified to receive educational incentive pay, the City will provide the employee such pay starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay. In the event that the Department Head does not certify the employee's qualification to receive such pay in order for the employee to receive such pay the next full pay period, the City will provide the employee retroactive pay to the first full pay period following the employee's submission of documentation to their Department Head that they are qualified to receive such pay. The City will provide educational incentive pay to an employee starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay.

The City will provide educational incentive pay at the following rates based on the employee's job classification:

Eligible employees shall be entitled to receive educational incentive pay as shown below. The incentive is paid on the employee's base salary and shall be paid at the same times and in the same manner as base salary. Educational incentive pay is reported as compensation to PERS. Eligibility for educational incentive pay is limited to those employees who (a) are working in a job classification that does not require a bachelor's degree or higher degree to qualify for the classification and (b) were awarded such degree in one of the majors which had been approved by the Police Chief, in writing, prior to admission of the specific employee into that major.

Educational Incentive Pay

Commented [LCW62]: Non-Substantive Change: Revised for clarity.

Commented [VB63R62]: PSSEA TA

Commented [VB64]: Remove October 1, 2014 restriction and add Master's Degree Pay - see PSSEA proposal

Commented [LCW65R64]: The City declines to expand eligibility for the educational incentive pay program or to provide the education incentive pay for master's degrees.

Commented [VB66R64]: PSSEA TA

Commented [LCW67]: Substantive Change: Revised timing of the City's provision of special pay.

Commented [VB68R67]: PSSEA TA

Commented [LCW69]: Substantive Change: Revised timing of the City's provision of special pay.

Commented [VB70R69]: PSSEA TA

Police Assistant I	Associate Degree	\$43.65/pay period 94.58/month
	Bachelor Degree	\$87.30/pay period 189.16/month
Police Assistant II	Associate Degree	\$48.18/pay period 104.40/month
	Bachelor Degree	\$96.37/pay period 208.80/month
Police Service Officer I	Associate Degree	\$52.52/pay period 113.79/month
	Bachelor Degree	\$105.03/pay period 227.57/month
Police Service Officer II	Associate Degree	\$57.97/pay period 125.60/month
	Bachelor Degree	\$115.94/pay period 251.20/month

Effective March 30, 2019, a Crime Scene Investigator I/II hired before May 10, 2014, shall be eligible for educational incentive pay if:

1. The employee has been awarded a bachelor's degree; and
2. Was awarded such degree in one of the majors of public administration, business administration, ~~engineering~~ criminal justice or other job-related major, which has been approved by the ~~d~~Department ~~h~~Head, in writing prior to admission of the specific employee into that major;

3. Educational Incentive Pay
4.2.

Crime Scene Investigator I	\$105.03/pay period 227.57
Crime Scene Investigator II	\$115.94/pay period 251.20

SECTION 10 Bilingual Pay

An employee who demonstrates conversational and written fluency in a language other than English that is approved by their Department Head and who is assigned duties in which such language skills are regularly used shall be entitled to bilingual pay as described below.

In order to determine the employee's proficiency in the language, the City will utilize a standardized, industry-accepted test (e.g., Berlitz, Inc.).

Following the employee's submission of documentation to their Department Head that they are qualified to receive bilingual pay, the City will provide the employee such pay starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay. In the event that the Department Head does not certify the employee's qualification to receive such pay in order for the employee to receive such pay the next full pay period, the City will provide the employee retroactive pay to the first full pay period following the employee's submission of documentation to their Department Head that they are qualified to receive such pay.

The City will provide bilingual pay at the rate \$73.40 per pay period following rates based on the employee's job classification:

- Job Classifications Occupying Salary Grades 30S—39S: \$73.40/pay period.
- Job Classifications Occupying Salary Grades 40S—49S: \$93.95/pay period

Commented [LCW71]: Non-Substantive Change: Revised to provide pay by pay period.

Commented [VB72R71]: TA provided the math is correct

Commented [VB73]: Remove May 10, 2014 restriction and add Master's degree pay. See PSSEA proposal

Commented [LCW74R73]: The City will advise the City Council of the proposal.

Commented [LCW75R73]: The City declines to expand eligibility for the educational incentive pay program.

Commented [VB76R73]: PSSEA TA

Commented [LCW77]: Non-Substantive Change: Revised to provide pay by pay period.

Commented [VB78R77]: TA provided the math is correct

~~Job Classifications Occupying Salary Grades 50S—53S:— \$103.70/pay period~~

~~If during the term of this MOU a job classification is assigned a salary grade higher than 53S, the flat dollar pay period amount of bilingual pay for the employee shall be equivalent to two and one-half percent (2.5%) of the base salary E Step of the salary grade.~~

~~Bargaining unit members hired after October 1, 2014 shall not be eligible for the Education Incentive Pay.~~

SECTION 11. Article 2.06 Longevity Pay

~~Bargaining unit members hired after October 1, 2014 shall not be eligible for the Longevity Pay.~~

~~The City will provide longevity pay to an employee starting the full pay period that includes the employee's twentieth (20th) anniversary date with the City.~~

~~Eligible employees shall be entitled to the following longevity pay based on full-time, job related law enforcement experience:~~

~~Effective the beginning of the next pay period following Council adoption of the MOU, employees shall be entitled to the following longevity pay based on full-time, job-related law enforcement experience:~~

Longevity Pay

Police Assistant I

Completion of 5 years of service	\$26.19/pay period 56.75/month
Completion of 10 years of service	\$52.38/pay period 113.50/month
Completion of 15 years of service	\$122.08/pay period 264.50/month
Completion of 20 years of service	\$152.79/pay period 331.04/month

Police Assistant II

Completion of 5 years of service	\$28.91/pay period 62.64/month
Completion of 10 years of service	\$57.82/pay period 125.28/month
Completion of 15 years of service	\$134.92/pay period 292.32/month
Completion of 20 years of service	\$168.65/pay period 365.40/month

Police Service Officer I

Completion of 5 years of service	\$31.51/pay period 68.27/month
Completion of 10 years of service	\$63.02/pay period 136.54/month
Completion of 15 years of service	\$147.05/pay period 318.60/month
Completion of 20 years of service	\$183.81/pay period 398.25/month

Police Service Officer II

Commented [LCW79]: Revised. This pay reflects the pay provided to certain employees in SPEA classifications.

Commented [VB80R79]: PSSEA TA

Commented [LCW81]: PSSEA Proposal for Bilingual Pay (5/4/2023)

Commented [LCW82R81]: City: The City agrees to provide bilingual pay to eligible an qualified employees. The City agrees to provide such pay at the rate provided to SPEA members.

Commented [VB83R81]: PSSEA TA

Commented [VB84]: Remove October 1, 2014 restriction. See PSSEA Proposal

Commented [LCW85R84]: The City will advise the City Council of the request.

Commented [LCW86R84]: The City declines to expand eligibility for longevity pay program

Commented [VB87R84]: PSSEA TA

Commented [LCW88]: Substantive Change: Revised timing of the City's provision of special pay.

Commented [VB89R88]: PSSEA TA

Completion of 5 years of service	\$34.78/pay period 75.36/month
Completion of 10 years of service	\$69.56/pay period 150.72/month
Completion of 15 years of service	\$162.31/pay period 351.67/month
Completion of 20 years of service	\$202.89/pay period 439.59/month

~~The City shall report to PERS if Longevity Pay is reported as compensation to PERS provided to employees.~~

~~Bargaining unit members hired after October 1, 2014 shall not be eligible for the Longevity Pay.~~

Effective March 30, 2019, a Crime Scene Investigator II hired before May 10, 2014 shall receive the following longevity pay

Crime Scene Investigator II

Completion of 5 years of service	\$36.63/pay period 79.36/month
Completion of 10 years of service	\$69.56/pay period 150.72/month
Completion of 15 year of service	\$162.35/pay period 351.76/month
Completion of 20 years of service	\$202.89/pay period 439.59/month

~~The City shall report to PERS longevity Pay provided to employees.~~

SECTION 12. Article 2-07 – Training Pay

~~The Department agrees. If a Police Services Officer or a Police Assistant is assigned to perform training, the City will provide the employee a four and one-half percent (4.5%) to increase their base salaries of Police Services Officers and Police Assistants by four and one-half percent (4.5%) while assigned to perform such training responsibilities.~~

~~Employees assigned to perform training shall indicate on their time cards the number of hours that they spent performing training.~~

SECTION 13. Article 2-08 Differential Pay

~~A. Shift Differential – Effective on the first day of the pay period in which ratification occurs, employees shall be entitled to shift differential pay of 5% for swing shift and 8% for graveyard for the total number of hours worked during any shift when a minimum of four (4) hours of an employee's shift occurs during the swing shift (shift begins on or after 1000 hrs.) or graveyard shift (shift begins on or after 1800 hrs.), as applicable. Shift Differential pay shall apply to both scheduled and non-scheduled shift work assignments which include voluntary and mandatory overtime assignments. Employees whose work hours extend into the swing or graveyard shifts due to overtime, shall be paid the applicable shift differential pay for the actual number of hours worked during the swing or graveyard shifts, in addition to the overtime compensation.~~

~~Effective January 1, 2005, employees may not work the same bid shift for more than 18 months.~~

~~The City will provide shift differential pay to an employee starting the next full pay period after the Department Head makes the assignment~~

Commented [LCW90]: Non-Substantive Change: Revised to provide pay by pay period.

Commented [VB91R90]: PSSEA TA provided the math is correct

Commented [VB92]: Reject deletion of "Longevity Pay is reported as compensable to PERS."

Commented [LCW93R92]: Revised.

Commented [LCW94]: Non-Substantive Change: Revised to provide pay by pay period.

Commented [VB95R94]: PSSEA TA provided the math is correct

Commented [LCW96]: Non-Substantive Change: Revised for clarity.

Commented [VB97R96]: PSSEA TA

Commented [LCW98]: Substantive Change: Revised timing of the City's provision of special pay.

Commented [VB99R98]: Reject. If you are entitled to the shift differential then you get it for the hours that it was in effect for.

Commented [LCW100R98]: Revised.

Commented [LCW101R98]: PSSEA TA (5/11/2023)

B. Animal Control Differential — Effective October 15, 2000, eEmployees in the Police Service Officer I classifications who are specifically assigned to perform “animal control” duties during a shift, who perform “animal control” duties on an emergency basis during a specific shift, or who perform “animal control” duties during a specific shift when no employee is specifically assigned to perform “animal control” duties shall receive differential pay in the amount of twenty dollars and twenty-six cents (\$20.26) for each specific shift in which they meet any of these qualifications.

(See Appendix E for side letter.) Animal Control Differential Pay does not apply to a Police Service Officer II.

Commented [LCW102]: City to Propose Substantive Change: The City will propose a change to this section.

Commented [VB103R102]: Waiting for City proposal

Commented [LCW104R102]: The City will maintain this animal control differential

Commented [VB105R102]: Checking with team

Commented [LCW106R102]: TA

Commented [LCW107]: Non-Substantive Change: Revised to remove reference to side letter agreement.

Commented [VB108R107]: Will consider

Article 2.09 — Temporary Assignment to Service in a Higher Classification

An employees who is qualified to work in a higher classification or position shall receive an increase to their salary rate, as described below, for the duration of their assignment to and service in such classification or position under the following conditions: (1) The City requires that the employee serve for not less than ten (10) days in the higher classification or position and that the employee be responsible for performance of the work of such classification or position; and (2) The City Manager approves the employee's temporary assignment to and service in such classification or position.

During such assignment, the employee shall be placed at the lowest step in the higher class or position that provides for a base salary not less than five percent (5%) above the employee's base salary.

Temporary assignments shall be limited to 960 hours per fiscal year.

When an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent (5%) above his or her present rate, whichever is higher. For the purpose of this section, “applicable period of time” is defined as ten consecutive working days (eight working days if on four-ten plan) or longer.

Commented [LCW109]: Moved to Art. II, Sec. 6.

Commented [VB110R109]: PSSEA TA on the move

SECTION 14. Article 2.10 — Uniform Allowance and Replacement

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

1. A. — Police Service Officer I/II, Crime Scene Investigator I/II, and Police Assistants I/II \$9.23 per pay period 240 per year or equivalent per month of active duty.
2. B. — Newly appointed Police Service Officers I/II shall be provided with a uniform advance of \$110, at the time of appointment.
3. C. — The City reserves the right to provide uniforms in lieu of the allowances provided for herein.

Commented [VB111]: PSSEA TA

Affected employees occupying the classifications of Police Service Officer I/II, Crime Scene Investigator I/II and Police Assistant I/II shall have unserviceable uniforms replaced by the City by means of the replacement policies and procedures applicable to sworn uniformed City police personnel. Said replacement policy shall be in addition to any uniform maintenance allowance paid to affected employees.

Commented [LCW112]: PSSEA Proposal re Physical Fitness Incentive Program.

Commented [LCW113R112]: The City will advise the City Council of this proposal.

Commented [LCW114R112]: The City declines to provide the requested incentive.

SECTION [PLACEHOLDER] — Physical Fitness Incentive Program

SECTION 15. Article 2.11 — Promotions

In all cases where an employee promoted to a classification in 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 (5%) the base rate of compensation, excluding special assignment pay, received by said employee is such given classification at the time of such promotion, unless otherwise approved by the Department Head ordered by the City Council. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his regularly assigned subordinate's base rate, the supervisor's base rate shall be advanced to a step in his/her/their salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

SECTION 16. Article 2.12 — Promotional Examinations

For the purpose of interpreting Chapter 6, Personnel Merit System, Section 1-6-9 (B)2-28-080(B) of the El Segundo Municipal Code, entitled "Examinations", the City agrees that a sufficient number" shall be three (3) eligible, qualified applicants who have indicated an interest in a particular promotion in writing to the Director of Human Resources

Examinations may be specified by the Personnel Officer, as promotional only, as open competitiveen only, or as both open competitiveen and promotional.

~~SECTION [PLACEHOLDER] — Deferred Compensation Plan~~

WORK SCHEDULES

SECTION 17. Article 2.13 — Assignment of Work Schedule

A. Employees shall either work a 3/12 or a 4/10 work schedule depending on their classification.

~~Employees assigned to a 3/12 work schedule shall work six (6) twelve (12) hour days and one (1) eight (8) hour day every two weeks according to their assigned shift as described below.~~

~~Employees assigned to a 4/10 work schedule shall work eight (8) ten (10) hour days every two weeks according to their assigned shift as described below.~~

The A Department Head may assign employees in their Department to one (1) of three (3) shifts: (1) "A"; (2) "B"; or (3) "C".

B. The Department may assign an employee in the Police Assistant I/II or Police Service Officers I/II classification to a work schedule sufficient to provide the Department coverage 24 hours per day and seven (7) days per week. In order to provide such coverage, the Department will assign employees in such classification to one (1) of three (3) work schedules: (1) _____; (2) _____; and (3) _____.

Commented [LCW115]: Substantive Change: Revised to remove reference to the City Council.

Commented [VB116R115]: PSSEA TA

Commented [LCW117]: Non-Substantive Change: Revised for clarity.

Commented [VB118R117]: We want a preference got internal promotions.

Commented [LCW119R117]: The City Municipal Code provides for a preference for internal promotions. What is the PPSEA proposal?

The City will bring the PSSEA proposal to the City Council, but the City needs to know what the proposal is.

Commented [LCW120R117]: PSSEA Review Chp 6 Personnel Rules Section 1-6-9 (B)

Commented [LCW121R117]: Clarifyig changes but otherwise maintain status quo.

Commented [VB122R117]: Need copy of code

Commented [LCW123R117]: TA.

Commented [LCW124]: PSSE Proposal re Deferred Compensation Match.

Commented [LCW125R124]: T he City will advise the City Council of this proposal.

Commented [LCW126R124]: The City declines to provide the requested match.

Commented [LCW127]: City to Propose Change: The City is working with the Department to provide for employee work schedules; Will provide for this change, which will reflect current practice, in a subsequent proposal. This change will likely not be substantive in nature.

Commented [VB128R127]: Waiting for proposal

Commented [LCW129R127]: The City will provide proposal.

Commented [LCW130R127]: Revised to reflect status quo/current practice.

Commented [VB131R127]: TEAM?

Commented [LCW132R127]: TA.

Commented [LCW133]: City: Will define work schedules.

Commented [VB134R133]: Waiting for proposal

Commented [LCW135R133]: Revised to reflect status quo/current practice.

Commented [LCW136]: City: Please confirm the shifts for employees in this bargaining unit.

Commented [VB137R136]: Waiting for City

Commented [LCW138R136]: Revised to reflect status quo/current practice.

C. The Department may assign employees in the Crime Scene Investigator I/II classifications to a work schedule sufficient to provide coverage during the regular business hours of the Department.

D. If operational needs require and the change in work schedule is intended to be permanent, the City Department may assign employees to work a different schedule.

In the event of such a change to an employee's work schedule, the City Department shall provide the Association and the affected employee with 30 days' notice prior to the implementation of such a change. Such notification shall provide a description of the operational need requiring the change to the employee's work schedule.

SECTION 18. Article 2.14 Rest and Lunch Periods

The City may require that employees perform work duties during their lunch periods. Consequently, the City will compensate Employees shall be provided a fifteen (15) minute rest period near the mid-point of every four (4) hours of scheduled work.

employee for such time In order to ensure that employees are prepared to resume performance of their job duties at the conclusion of the fifteen (15) minute rest period, employees are encouraged to take their rest period within the building where they are assigned to be working or on the grounds immediately adjacent to such location.

Employees shall be provided either a thirty (30) or sixty (60) minute lunch period depending on the employees' work assignment.

An employee's failure to utilize a rest or lunch period does not authorize the employee to engage in the following conduct: (1) Accumulate or "bank" unused rest time; (2) Conclude their regularly scheduled work shift at a time earlier than the scheduled end of such shift; or (3) Extend a rest or lunch period beyond the time limits prescribed by this section.

However, where the employee's supervisor requires that the employee not take a rest or lunch period because of the need to provide services to the City, then said additional work time shall be compensated in accordance with this MOU, City Rules and Regulations and other applicable statutory requirements.

SECTION 195. Recall Time Pay

Recall Minimum Hours - Employees who are required by a supervisor to return to a designated worksite in-person other than during the employees's regularly scheduled hours of work and at a time not contiguous with said regularly scheduled hours of work, shall be credited with provided a minimum of four (4) hours work time credit.

Employees who are required to return to work for purposes of participating in a virtual meeting (e.g., Zoom, Teams, etc.) other than during the employees' regularly scheduled hours of work shall be credited with a minimum of onetwo (42) hours work.

Commented [VB139]: Reject. Define "operational needs." as we have seen with a recent grievance, the department interprets "operational needs" to be anything it wants.

Commented [LCW140R139]: The City maintains this proposal.

Commented [VB141R139]: PSSEA TA

Commented [VB142]: 30 days notice is insufficient. "operational needs" is currently defined by the defined to mean we get to do whatever we want, so that phrase means nothing. Define what operational needs means.

Commented [LCW143R142]: The City maintains the proposal.

Commented [LCW144R142]: PSSEA approves the 30 day notice for changing work schedules. (5/11/2023)

Commented [LCW145]: Substantive Change: Added reference to rest and lunch periods. Language aligns with language for other miscellaneous group, SPEA.

Commented [LCW146R145]: Revised to reflect status quo/current practice.

Commented [VB147R145]: PSSEA TA

Commented [LCW148]: Revised to reflect status quo/current practice..

Commented [LCW149R148]: TA.

Commented [VB150]: These are substantive edits. Reject and maintain the previous language which said

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

You have added required by a "supervisor" not sure if that's how it works operationally.

Also reject "Recall Time" it is "Recall Pay" or Recall Time Minimum Pay Guarantee"

Commented [LCW151R150]: Reject title of Recall Time. It should be Recall Pay or

Commented [LCW152R150]: Revised.

Commented [LCW153]: PSSEA Proposal to Include Individuals who are Recalled to

Commented [LCW154R153]: The City will advise the City Council of the Proposal.

Commented [LCW155R153]: The City agrees to revise the section title and provide

Commented [VB156R153]: PSSEA TA

Commented [VB157]: Typo: Add an "s" to hour

~~Said minimum of~~The recall time ~~and pay~~ shall then be included within the work period during which the recall work was performed described in Article 2, Section 20 for purposes of calculating computation of overtime purposes. ~~Employees who are required to return to work at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work.~~

SECTION 1620. Training Recall Pay/Time

~~Employees who are required to return to work for training at a time other than their scheduled work day or are required to arrive to work for training at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work.~~

~~Employees who are required to participate in a virtual training (e.g., Zoom, Teams, etc.) other than during the employees' regularly scheduled hours of work shall be credited with a minimum of two (2) hours work.~~

OVERTIME

SECTION 217. Article 2.15 Overtime Distribution

The City shall assign overtime work as equitably as possible among all ~~qualified eligible employees non-FLSA exempt who are employees~~ in the same classification and the in the same organizational unit.

~~To the extent possible, the City shall assign Such overtime to individuals who volunteer for such assignments~~work shall to the extent possible be assigned on the basis of volunteers.

~~However, in In-making overtime the assignments of overtime under this provision, however, management the City~~ may consider special skills required to perform particular work.

SECTION 22. Overtime Authorization

Employees must receive direction or approval to work ~~overtime~~.

~~However, employes who are engaged in a safety-sensitive assignment that cannot be abandoned may continue performance of such assignment without prior approval to work overtime.~~

SECTION 6823. Article 2.16 Overtime/Compensatory Time

A. Overtime Calculation ~~— An n non-exempt overtime eligible~~ employee who is required to work more than forty (40) hours during any given work week shall be compensated at the rate of one and one-half times ~~his/hers/their~~ regular rate of pay. -The City, for purposes of calculating overtime pay, shall not count sick leave or vacation time taken as hours worked.

~~Reimbursable Overtime as defined in Article 2.02(5), and Fforced Hhire oOvertime~~ are not subject to the sick and vacation paid leave time exclusion noted above. -Forced Hhire oOvertime is defined to mean when an ~~overtime eligible~~ employee is required/recalled to return to work by the department. -The Supervisor will release a recalled/rehired ~~overtime-eligible~~ 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.

B. ~~_____ A. Regular Rate of Pay - DIs~~ 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

Commented [VB158]: Reject starting a sentence with "Said" - rework. Please explain the significance of this sentence that was not in the old MOU

Commented [LCW159R158]: Revised.

Commented [LCW160R158]: PSSEA: Do you mean Article 21? (5/11/2023)

Commented [LCW161R158]: Revised.

Commented [VB162R158]: PSSEA TA

Commented [VB163]: Reject "Training Time". Retain the original title of "Training Recall Pay"

Commented [LCW164R163]: Revised.

Commented [VB165]: SPEA TA

Commented [LCW166]: PSSEA Delete "to return to work" to read "Employees who are required to train at a time ..." This will cover remote training.

Commented [LCW167R166]: Revised.

Commented [VB168]: Reject all changes, retain existing language in Article 1.15 (1) of old MOU. Reject taking away our unit's contractual overtime.

Commented [LCW169R168]: Revised.

Commented [LCW170R168]: PSSEA TA (5/11/2023)

Commented [VB171]: Reject. Substantive change that should be flagged as such.

Commented [LCW172R171]: Revised. Note that the Department may have additional changes.

Commented [LCW173R171]: SPEA TA (5/11/2023)

Commented [VB174]: Reject addition of "non-exempt overtime eligible". This is a huge takeaway. This should be flagged as a substantive change

Commented [LCW175R174]: Revised and removed.

Commented [VB176]: Reject deletion of Article 2.02 can insert the new number -

Commented [LCW177R176]: Mandatory Training is accounted for at Section 18

Commented [LCW178R176]: PSSEA TA to move this issue up to Section 18. (5/11/2023)

Commented [VB179]: Reject overtime eligible. Should be flagged.

Commented [LCW180R179]: Revised and removed.

Commented [VB181]: Reject insertion of "overtime-eligible"

forth in the Fair Labor Standards Act ("FLSA"). -Therefore, as used in this MOU, the "regular rate of pay" is the total inclusive compensation paid to or on behalf of the ~~overtime-eligible~~ 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.

Commented [VB182]: Reject insertion of "overtime-eligible"

Commented [LCW183R182]: Revised and removed.

Commented [LCW184]: Substantive change: Consistent with current practice; Removed reference to EPMC.

Commented [VB185R184]: Explain.

Commented [LCW186R184]: Explained at last bargaining session. The City does not provide an EPMC.

Commented [LCW187R184]: PSSEA Agreed. (5/11/2023)

Commented [LCW188]: City: To check CalPERS contract to determine if bargaining unit members receive EPMC.

Removed reference to EPMC

Commented [VB189R188]: Please explain

Commented [LCW190R188]: Explained at last bargaining session. The City does not provide an EPMC.

Commented [VB191]: Is City proposing new language or it this it?

Commented [LCW192R191]: This is new language. The FLSA work week was not previously defined.

Commented [LCW193R191]: PSSEA TA (5/11/2023)

Commented [LCW194]: City to Propose Change: The City is working with the Department to provide for employee work weeks; Will provide for this change, which will reflect current practice, in a subsequent proposal. This change will likely not be substantive in nature.

Commented [VB195R194]: Waiting for proposal

Commented [LCW196R194]: City will provide

Commented [LCW197R194]: Same language as

Commented [VB198]: Substantive change ,

Commented [LCW199R198]: The City

Commented [LCW200R198]: Delete reference

Commented [LCW201R198]: Possible TA - but

Commented [LCW202R198]: Revised.

Commented [LCW203R198]: TA.

Commented [LCW204]: Added reference to

Commented [VB205R204]: How does this

Commented [LCW206R204]: TA

Commented [LCW207]: Clarify issue with

Commented [VB208R207]: Can include

~~The parties acknowledge that the City does not pay the overtime-eligible employee's seven percent (7%) PERS member contribution and consequently the employer paid member contribution of seven percent (7%) does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay nor shall it be applied to any leave payouts.~~

C. ~~B. Designated Work Week~~ - For FLSA purposes, the City establishes the following workweeks for employees in this bargaining unit as described in Article 2, Section 15:

1. For employees who are assigned to a 3/12 work schedule, the workweek shall begin four (4) hours into the eight (8) hour shift that they are scheduled to work such that no consecutive seven (7) day period shall exceed forty (40) hours.
2. For employees who are assigned to a 4/10 work schedule, the workweek shall commence at 8:00 am on Monday and conclude at 7:59 am the following Monday.

D. ~~C. Definition of Hours Worked for Overtime Eligible Employees~~ - For purposes of calculating overtime pay for overtime-eligible employees as described in this Article the City will include holiday leave as time worked.

The City will not consider the following non-working time as time worked for purposes of calculating overtime:

1. ~~unch periods;~~
12. ~~Utilization of paid or non-paid leaves of absence (e.g., vacation leave, sick leave, leave without pay), compensatory time off;~~
32. ~~Travel time to and from the work site when reporting for required a regularly scheduled work shift or training;~~
34. ~~All time in off-duty voluntary training assignments (e.g., homework, study time, meal time, sleep, etc.).~~
54. ~~All off-duty travel; or~~
56. ~~All time for personal preparation and clean up, excluding donning and doffing uniforms required for the performance of job duties; or~~
7. ~~Any other time not deemed hours worked by the FLSA, except for paid time off for holidays recognized by the MOU.~~

SECTION 24179. ~~Compensatory (“Comp”) Time~~

~~2. A. Compensatory Time. E~~Overtime-eligible employees may substitute compensatory time for overtime pay if approved by their Department Head as follows:

~~A. The employee can may accumulate no more than maintain up to eighty (80) hours of accrued compensatory overtime at any one time, and carry over unused time from year to year. Effective March 30, 2019, employees can maintain up to one-hundred twenty (120) hours of accrued compensatory time off (“CTO”).~~

~~B. Requests for the use of CTO by the employee shall be granted within a reasonable period of time following the request, unless the request would unduly disrupt operational needs.~~

~~C. Employees may use CTO in conjunction with vacation with the prior approval of the Department Head, overtime at any one time and carry over unused time from year to year.~~

~~1. B. The employee may use compensatory time in conjunction with normal vacation time with prior approval of their Department Head.~~

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

~~D. Requests for the use of compensatory time by the employee shall be granted within a reasonable period of time following the request, unless the request would unduly disrupt operational needs.~~

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

~~E. Upon separation or death, employees shall receive payment for one hundred percent (100%) of their accumulated compensatory leave. CTO payouts shall be paid at the employee's base salary hourly rate of pay.~~

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

~~5. Mandatory Training—Employees who are required to return to work for training at a time other than their scheduled work day or are required to arrive to work for training at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work.~~

SECTION 25. ~~Article 2.17~~ Court On-Call Pay

A. Except as set forth below, off-duty ~~overtime-eligible personnel~~employees who are placed in an on-call status for court during either the morning or the afternoon session will receive three (3) hours of paid overtime at a rate of time and one-half ~~his/her~~their regular rate of pay as defined in this MOU for each session the employee is in an on-call status. Off-duty

Commented [VB209]: Why remove this?

Commented [LCW210R209]: Revised to read provision.

Commented [LCW211R209]: Provided for at Subsection C.

Commented [LCW212]: Substantive Change: Revised to remove restriction on the use of comp time.

Commented [VB213R212]: PSSEA TA

Commented [LCW214]: Substantive Change: Language added in order to clarify that requests to use comp time must be approved within a reasonable period of time following the request unless to do so would be unduly disruptive to the agency’s operations. 29 CFR 553.25 (d).

Commented [VB215R214]: Why is this crossed out?

Commented [LCW216R214]: The same language is provided above at Subsection B.

Commented [VB217]: PSSEA TA

Commented [VB218]: Retain this language - Recall Minimum Hours and move it to the recall section.

Commented [LCW219R218]: This language is provided above at Section 17.

Commented [VB220]: Where did this language go?

Commented [VB221R220]: Reject

Commented [LCW222R220]: This language is provided above at Section 18.

~~overtime-eligible~~ personnel who are placed in an on-call status for court during both the morning and the afternoon sessions will receive six (6) hours of paid overtime at a rate of time and one-half ~~his/her~~their regular rate of pay.

Commented [VB223]: Reject

Commented [LCW224R223]: ~~Revised and removed.~~

Employees will not receive on-call pay if they are:

~~1.~~ Called into court that session (in which the employee will receive call-
~~2.1.~~ back pay).

~~3.2.~~ Ordered to report to work

~~4.3.~~ Already receiving pay from the City for any other reason (e.g.,
IOD, administrative leave, etc.).

B. Employees shall not have the option of reporting to work in lieu of being in an on-call status.

C. Employees who are in an on-duty status are not eligible for court on-call pay.

~~D.~~ Employees entitled to court on call pay shall accrue "limited use" time off in lieu of pay.
~~E.D.~~

SECTION 26. ~~Article 2.15~~ Court Call-Back Pay

A. An ~~overtime-eligible~~ employee called into court while off-duty shall be paid overtime for all time served plus travel time or three (3) hours at time and one-half, whichever is greater. "Off-duty" for the purposes of this section means the officer is not on duty, on paid administrative leave, on paid IOD leave, or being paid for any other reason.

Commented [VB225]: Reject.

Commented [LCW226R225]: ~~Revised and removed.~~

B. Employees entitled to court on call pay shall accrue "limited use" time off in lieu of pay.

ARTICLE 3 - BENEFITS

SECTION 1. ~~Article 3.01~~ Health Insurance - Group Insurance Programs

A. ~~1.~~ ~~Medical~~

B.

~~A.~~ Health Insurance Coverage: Employees receive coverage under a Public Employees' Medical and Hospital Care Act ("PEMHCA") plan administered by the Public Employees' Retirement System ("PERS").

Employees who elect to be covered under such plan may choose between Health Maintenance Organization ("HMO") and indemnity medical coverage plans.

~~B.~~ City Health Contribution:

The City will contribute both the minimum amount required under Government Code section 22892 and a supplemental amount under PEMHCA to cover certain costs associated with the premiums associated with the coverage for the employee and their eligible dependent(s)' medical costs.

Commented [LCW227]: Non-Substantive Change: The revised language clarifies that the City's contributions are subject to PEMHCA.

Commented [VB228R227]: Reject. Retain old language

Commented [LCW229R227]: ~~Revised to restore old language and align with SPEA.~~

Commented [LCW230R227]: ~~PSSEA TA (5/11/2023)~~

The City's maximum contributions shall be as follows:

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

B. Effective May 1, 2019, the maximum monthly City-paid health insurance premium contribution for medical health insurance is \$1,450.00.

Upon Council approval of the MOU, the City will file the required Resolution with CalPERS to increase the monthly City-paid health insurance premium contribution to \$1,450.00. Pursuant to CalPERS' regulations, the increased monthly City-paid health insurance premium contribution of \$1,450.00 shall become effective the first of the month following the month after the Resolution is received by CalPERS. For example, if the Resolution is received by CalPERS by September 30th, the new rate will be effective November 1st.

1. Effective January 1, 20202023, the City will contribute \$1,700 per member per month for employee health insurance coverage; and the maximum monthly City-paid health insurance premium contribution for medical health insurance is \$1,500.00

1. Effective January 1, 2024, the City will contribute \$1,7050 per member per month for employee health insurance coverage;

2.

3. Effective January 1, 20242025, the City will contribute \$1,800 per member per month for employee health insurance coverage; and

2. Effective January 1, 2026, the City will contribute \$1,850 per member per month for employee health insurance coverage; and every January 1 thereafter, the City will either increase its monthly contribution to employee health coverage by three percent (3%) or by an amount necessary to ensure that such contribution provides for ninety percent (90%) of the premium for family coverage by Kaiser, whichever is lower. the maximum monthly City-paid health insurance premium contribution for medical health insurance is \$1,600.00

3.

4. Effective January 1, 2022, the maximum monthly City-paid health insurance premium contribution for medical health insurance is \$1,650.00

4.

An employee shall be responsible for any employee premium amount that exceeds the City contribution amount described above. -The City will deduct such amount from the employee's paycheck through a pre-tax payroll deduction.

The City no longer provides employees who opt out of health coverage under the City plan the option to receive cash in lieu of such coverage.

SECTION 2. Dental Insurance

The City provides fully paid dental insurance for the employee and all eligible dependents.

Commented [LCW231]: Substantive Change: Revised to provide increases to the City's contributions over term of the agreement. Increases align with those proposed to other miscellaneous group, SPEA.

Commented [VB232R231]: Reject. See PSSEA Proposal

Commented [LCW233R231]: The City will advise the City Council of this proposal, but the City Council provided direction to align terms across units and is unlikely to change that position.

Revised to align with SPEA through 2025.

Commented [LCW234R231]: Revised to align with SPEA through 2026.

Commented [LCW235]: PSSEA Insert final terms (6/7/2023)

Commented [LCW236R235]: Revised to provide final year terms.

Commented [VB237R235]: PSSEA TA

Commented [LCW238]: Substantive Change: Revised to eliminate cash-in-lieu of coverage.

Commented [VB239R238]: Reject. Replace the extremely low \$250 opt out amount.

Commented [LCW240R238]: The City maintains its proposal to remove the cash-out.

Commented [LCW241R238]: PSSEA Reject. (5/11/2023)

Commented [LCW242R238]: The City maintains its proposal to remove the cash-out.

Commented [VB243R238]: PSSEA TA

Commented [LCW244]: The City declines to grandfathering in current EE.

Commented [VB245R244]: PSSEA TA

subject to the limitations as set forth in Article 3, Section 10. Effective January 1, 2005, employees may opt out of insurance and receive \$250/month in cash. The opt out benefit is only available so long as the city's insurance rate is not adversely affected by the "opt out". The employee must provide verification of alternative group coverage in order to opt out and is responsible for the tax consequences of the cash payment. The cash benefit is not subject to CalPERS retirement credit. The parties agree to re-open negotiations, upon request of the City, of this provision to discuss elimination of this opt out benefit.

SECTION 3. Vision Insurance

The City provides fully paid vision insurance for the employee and all eligible dependents, subject to the limitations as set forth in Article 3, Section 10.

SECTION 4. Flexible Spending Account

Pursuant to applicable law, the City allows for employees to use pre-tax contributions to their Flexible Spending Account ("FSA") to pay for qualifying expenditures, including but not limited to employee paid insurance premiums, non-reimbursed medical expenses and dependent care expenses.

Participation in the FSA program is voluntary.

SECTION 5. Retiree Health Insurance Contribution

For bargaining unit members who possess five (5) years' CalPERS service credit, the City shall make a contribution for use towards the medical costs of the employee and their eligible dependents equal to that amount described in Article 3, Section 1, Subdivision B above.

A former employee shall be responsible for any premium amount that exceeds the City's maximum contribution. The former employee will pay the additional amount owed through their CalPERS annuity. The City's maximum per month contribution outlined in Article 3, Section 1, Subsection B includes the PEMHCA minimum contribution required under Government Code section 22892. As required by Government Code section 22892(b), the City's contribution will be an equal amount for both employees and retirees.

SECTION 6. Retiree Dental and Vision

Upon retirement, an employee and their spouse, registered domestic partner, and/or their eligible dependents who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans, but shall be responsible for full payment of the associated insurance premiums.

In order to be eligible to be covered by such plans, the retiring employee and their spouse, registered domestic partner, and/or and their eligible dependents must be actively enrolled in the plan(s) under which they are seeking continued coverage.

If, upon retirement, the employee declines continued coverage under either plan, they may not enroll at a later time.

C. Employee Assistance Program ("EAP")- The City provides employees and immediate family members' confidential assistance, referrals, and counseling through the EAP. The program is designed to provide professional assistance and support to help employees and their families resolve problems that affect or may affect their personal or professional lives.

Commented [VB246]: PSSEA TA

Commented [VB247]: PSSEA TA

Commented [LCW248]: Substantive Change: Revised to provide for City contribution to retiree medical insurance. Language aligns with what is proposed to other miscellaneous group, SPEA.

Commented [VB249R248]: PSSEA is going to reject the change that is 5 Years of PERS service credit as opposed to 5 years of City Service. Will consider depending upon SPEA language. Also need to make clear it is all PEHMA.

Commented [LCW250R248]: The City maintains the 5 years of CalPERS service credit requirement due to CalPERS rules. The City revised to clarify the contribution is a PEMHCA contribution.

Commented [LCW251R248]: PSSEA TA (5/11/2023)

Commented [LCW252]: Substantive Change: Revised to provide that retirees may continue to participate in dental and vision plans after retirement.

Commented [VB253R252]: PSSEA TA

Commented [LCW254R252]: Revised to clarify that eligible dependents are covered.

Commented [LCW255R252]: PSSEA TA (6/7/2023)

The City shall provide the basic level of EAP service to employees at the cost incurred by the City for participation in such program.

Basic level includes three (3) session per member per incident per year.

The City shall provide a basic level of service to employees at City cost. Basic level shall consist of three (3) sessions per member/per incident/per year. Employees may voluntarily enroll in the EAP/Outpatient tier at their own cost; the 2017 monthly rate is 9.52 and is subject to change.

Commented [LCW256]: Substantive Change: Revised to reflect that vendor eliminated EAP/Outpatient Tier.

Commented [VB257R256]: Where did it go?

Commented [LCW258R256]: EAP is provided at Section 14 below.

C. 2. Dental

The City provides fully paid dental insurance for the employee and all eligible dependents, subject to the limitations as set forth in Article 3.06.

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

D. 3. Optical

The City provides fully paid vision insurance for the employee and all eligible dependents, subject to the limitations as set forth in Article 3.06.

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

Commented [LCW259]: Substantive Change: Revised to increase City contribution to align with City contribution to other miscellaneous group, SPEA.

Article 3.02 Flexible Spending Account

Pursuant to applicable law, the City allows for employees to use pre-tax contributions to their Flexible Spending Account ("FSA") to pay for qualifying expenditures, including but not limited to employee paid insurance premiums, non-reimbursed medical expenses and dependent care expenses.

Participation in the FSA program is voluntary.

The City has implemented a Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code as a benefit to members of this bargaining unit. Each employee is eligible to participate in this plan.

Commented [LCW260]: Non-Substantive Change: Revised for clarity.

Article 3.03 Retiree Medical Insurance Contribution

For employees who possess five (5) years' CalPERS service credit, but not five (5) years' service to the City, the City shall make a contribution for use towards the medical costs of the employee and their eligible dependents equal to the minimum amount required under the PEMHCA.

For employees who possess five (5) years' service to the City, the City shall make a contribution for use towards the medical costs of the employee and their eligible dependents equal to that amount described in Article 3, Section 1, Subdivision B above.

Commented [VB261R260]: PSSEA TA

A former employee shall be responsible for any premium amount that exceeds the City's maximum contribution. The former employee will pay the additional amount owed through their CalPERS annuity.

Article 3.04 — **Retiree Dental and Vision**

Upon retirement, an employee who is actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans, but shall be responsible for full payment of the associated insurance premiums.

In order to be eligible to be covered by such plans, the retiring employee must be actively enrolled in the plan(s) under which they are seeking continued coverage.

If, upon retirement, the employee declines continued coverage under either plan, they may not enroll at a later time.

Effective upon City participation in the Public Employees' Medical and Hospital Care Program the City will initiate a future retiree health insurance contribution program for retirees who participate in the Public Employees' Medical and Hospital; Care Program.

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

SECTION 7. Article 3.04 Long Term Disability ("LTD") Insurance Plan

The City provides employees with a fully paid long term disability insurance policy which allows continuance of two-thirds (2/3) of the first \$9,750 of the employee's monthly salary with a maximum monthly benefit of \$6,500.

The policy applies to non-job-related injuries and illnesses.

Benefits are payable following a sixty (60) day waiting period.

The maximum benefit period may vary depending on the employee's age at the time of the disabling injury or illness. The City will add all unit members to its currently existing Long Term Disability Plan.

SECTION 8. State Disability Insurance ("SDI") Program

The City provides employees the opportunity to access State Disability Insurance ("SDI") through the Employment Development Department ("EDD").

All actual costs associated with participation in the SDI Program will be the responsibility of employees.

SECTION 9. Article 3.05 Life Insurance

The City will provide a \$20,000-\$50,000 Life Insurance policy for each employee.

SECTION 10. Article 3.06 Dental, Vision and Life Insurance Contribution

The City's aggregate contribution for current dental, vision and life insurance for the term of this agreement shall be set and fixed at \$184.254 —per month.

Commented [LCW262]: Substantive Change: Revised to provide for City contribution to retiree medical insurance. Language aligns with what is proposed to other miscellaneous group, SPEA.

Commented [VB263R262]: Will consider depending upon final SPEA language

Commented [LCW264R262]: Provided above.

Commented [LCW265]: Substantive Change: Revised to provide that retirees may continue to participate in dental and vision plans after retirement.

Commented [VB266R265]: PSSEA TA

Commented [LCW267]: Non- Substantive Change: Reflects current insurance coverage.

Commented [VB268R267]: PSSEA TA

Commented [LCW269]: Substantive Change: Added reference to SDI.

Commented [VB270R269]: Rewrite to match SPEA language

Commented [LCW271R269]: This is the SPEA language.

Commented [LCW272R269]: PSSEA TA (5/11/2023)

Commented [LCW273]: Substantive Change: Increased life insurance coverage. New amount aligns with what is provided to other miscellaneous group, SPEA.

Commented [VB274R273]: Is this the same as the amount provided for sworn employees?

Commented [LCW275R273]: Yes. Previously sworn received only \$10,000.

Commented [LCW276R273]: PSSEA TA (5/11/2023)

Commented [LCW277]: Substantive Change: Increased dental, vision and life insurance contribution amounts. New amount aligns with what is provided to other miscellaneous group, SPEA.

Commented [VB278R277]: Should be the same o for all employees sworn and non sworn

Commented [LCW279R277]: SPEA was the highest. It is now the same.

Commented [LCW280R277]: PSSEA TA (5/11/2023)

The City shall provide vision benefits for each employee and the employee's eligible dependents.

Within the monthly contribution cap currently established for dental, vision and life insurance coverage, the City's monthly contributions toward dental and life insurance coverage shall be made after the City makes its contribution to provide vision benefits for an employee and their dependents.

SECTION 11. Article 3.07 — Retirement

A. Employees who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA") (those members shall be referred to as "classic members") are enrolled in either the California Public Employees' Retirement System ("CalPERS") retirement plans commonly referred to as the 2% at age 55 retirement plan ("Tier I") or the 2% at age 60 retirement plan ("Tier II") and shall be provided the benefits described below:

Tier I: Employees hired before November 6, 2012 shall be eligible for the following retirement benefits:

1. 2% at age 55 retirement formula;
2. Retirement benefits based on the employee's single highest average annual compensation earnable for one (1) year.
3. Pre- and Post-Retirement Death Benefits; and
4. Public Agency Retirement System ("PARS") Retirement Enhancement Plan, generally described as one-half percent (0.5%) at age 55 for all employees hired on or prior to December 31, 2012.

To be eligible, employees must satisfy the following conditions: (1) be hired by the City for a position within the bargaining unit before October 1, 2012; (2) be at least age fifty-five (55) at the time of retirement; (3) have fifteen (15) years of full-time continuous service to the City; and (4) retire from the City.

This benefit will be paid to qualified retirees in addition to any CalPERS benefits to which they are entitled, as described above.

Pursuant to a side letter between the City and PSSEA entitled, "Public Agency Retirement System Retirement Enhancement Plan ('PARS')" and the November 3, 2015 Resolution adopting "The City of El Segundo Public Agency Retirement System (PARS) retirement Enhancement Plan (as Amended and Restated Effective October 31, 2015) ("Plan Amendment"), the City and PARS Retirement Enhancement Plan participants have agreed to discontinued the PARS Retirement Enhancement Plan such that participants will no longer be eligible for retirement enhancements and will no longer be obligated to make contributions to fund the Plan.

Employees shall pay the full eight percent (8%) of their PERSable compensation towards the CalPERS member contribution. Until such time as the City's contract with CalPERS is amended pursuant to the Government Code to reflect that employees are contributing the full eight percent (8%), the City will treat one percent (1%) of the cost-share described here as an employer contribution rather than an employee contribution.

Commented [LCW281]: Non-Substantive Change: Revised for clarity. Language aligns with language proposed to other miscellaneous group, SPEA.

Commented [VB282R281]: Will consider based upon final SPEA language

Commented [LCW283R281]: PSSEA TA (5/11/2023)

Commented [LCW284]: Substantive Change: Cost-sharing side-letter.

Commented [VB285R284]: Provide side-letter

Commented [LCW286R284]: Provided.

Commented [LCW287R284]: PSSEA TA (5/11/2023)

Employee contributions shall be deducted on a pre-tax basis to the extent permitted by federal and/or state law and regulations.

Tier II: Employees hired between November 6, 2012 and December 31, 2012 who were not existing CalPERS members at the time of their hiring shall be eligible for the following retirement benefits:

1. 2% at age 60 retirement formula;
2. Retirement benefits based on the highest compensation earnable for one (1) year ~~employee's highest average annual compensation earnable;~~
3. Pre- and Post-Retirement Death Benefits.

Employees shall pay the full eight percent (8%) of their PERSable compensation towards the CalPERS member contribution. Until such time as the City's contract with CalPERS is amended pursuant to the Government Code to reflect that employees are contributing the full eight percent (8%), the City will treat one percent (1%) of the cost-share described here as an employer contribution rather than an employee contribution.

Employee contributions shall be deducted on a pre-tax basis to the extent permitted by federal and/or state law and regulations.

B. Tier III: Employees hired on or after January 1, 2013 and who meet the definition of "new member" under PEPPA are enrolled in the following retirement plan ("Tier III") and shall be provided the benefits described below:

Tier III: Employees hired on or after January 1, 2013 shall be eligible for the following retirement benefits:

1. 2% at age 62 retirement formula;
2. "Final compensation" based on the employee's highest average annual "pensionable compensation" earned by the member during a period of at least thirty-six (36) consecutive months and their retirement benefits shall be calculated based on "pensionable compensation" rather than "compensation earnable";
3. Pre- and Post-Retirement Death Benefits.

Employees shall individually pay a Member CalPERS contribution rate of fifty percent (50%) of the normal cost rate for the Defined Benefit Plan in which the "new member" is enrolled, as may be adjusted by CalPERS per PEPPA.

A. All retirement plan benefits shall be integrated with Social Security.

C.

_____ Effective _____ (date), employees classified as "classic" PERS members

shall pay seven percent (7%) (pre-tax) of the CalPERS member contribution. Effective the beginning of the pay period following Council adoption, employees classified as "classic" PERS members shall contribute an additional One Percent (1%) [total of 8%] of the employee normal cost as provided under California Government Code section 20516.5.

(a) Tier I—The City has amended its contract with the Public Employees' Retirement System (PERS) to provide eligible employees with the benefits of the 2% at age 55 (Modified) retirement plan in accordance with Government Code Section 21354.

(b) Tier II—The City has amended its contract with the California Public Employees' Retirement System (CalPERS) to implement the 2%@60 retirement formula in accordance with Government Code Section 21353. This formula applies to employees hired on or after December 30, 2012 who are already members of CalPERS.

—————Tier I and Tier II participants will have their final compensation based upon the "single highest year" pursuant to Government Code Section 20042.

(c) Tier III—Members of this bargaining unit who are first employed by the City on or after January 1, 2013, and are "new employees" and/or "new members" as defined by AB 340 (Public Employees Pension Reform Act) shall be provided with the 2%@62 retirement formula. Members shall be subject to all other statutory requirements established by AB340, which includes paying 50% of the normal cost as determined by CalPERS. Members' final compensation shall be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of retirement, or some other 36 consecutive month period designated by the member.

4. The City has amended the contract between the Board of Administration, California Public Employees' Retirement System and the City Council, City of El Segundo to provide Section 21548, "Pre-Retirement Optional Settlement 2 Death Benefit" for bargaining unit members (local miscellaneous members).

SECTION 12. Workers' Compensation Provisions

A. Permanent employees who sustain job-related injuries or illnesses that are compensable under the California Workers' Compensation Laws shall be entitled to receive:

1. Seventy-five percent (75%) of the employee's regular salary for any so-called waiting period provided for in the Workers' Compensation Laws.

However, to the extent that an employee is physically injured in the line of duty while involved in animal control, or the detention, transportation, or any other interaction with an inmate/detainee and such injury results in loss of time, the City shall ensure that the employee receives that one hundred percent (100%) of their regular compensation during the first thirty (30) calendar days following the injury, whether through Workers' Compensation or otherwise. No employee shall receive more than their regular compensation.

2. Thereafter, for a period of up to (1) one year, or until earlier retirement on disability pension or a finding of permanent and stationary disability by a medical doctor, the difference between seventy-five percent (75%) of the employee's regular monthly salary and the amount of any temporary disability payments under the California Workers' Compensation Laws. Such payment shall cease when the employee receives a permanent disability award or is physically able to return to work.

Commented [LCW288]: Non-Substantive Change: Revised to remove reference to Labor Code section 4850, which does not apply to members of this bargaining unit.

Commented [VB289R288]: I don't think the reference to CALPERS is needed.

Commented [LCW290R288]: Revised to remove.

Commented [LCW291R288]: PSSEA TA (5/11/2023)

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

B. In order for an employee to be posted in the payroll book as being off-duty due to an job-related injury or illness, the employee must have been injured on-duty or contracted an illness determined to be work related, sent to the appropriate doctor, and relieved of further duty for a period of time specified by the examining doctor. Until such certification is made, employees shall be posted as being off sick and upon such certification shall have their sick time restored.

- Commented [LCW292]: Substantive change: Removed reference to 100% coverage for injuries sustained while involved in animal control activities or the control, detention or transportation of inmates.
- Commented [VB293R292]: Reject
- Commented [LCW294R292]: Revised at Paragraph 1 above.
- Commented [LCW295R292]: PSSEA TA (5/11/2023)

SECTION 13. Article 3.08 – Education Reimbursement Program

The City may provide employees who complete work-related college courses with a grade of "C" or better up to \$2,000~~4,750~~ per calendar year for the cost of ~~cost of~~ tuition and books.

In order to qualify for receipt of such funds the employee must obtain either pre-authorization or approval for reimbursement from their Department Head, Human Resources Director and the City's Chief Financial Officer, or such employees' designees.

- Commented [LCW296]: Substantive Change: Increased education reimbursement cap to \$2,000. Increased amount aligns with other miscellaneous group, SPEA.
- Commented [VB297R296]: PSSEA TA

Employees who participate in the reimbursement program must provide a copy of their grade(s) for verification and execute an agreement which provides for the following:

Educational Reimbursement – "I certify that I successfully completed the course(s), and received a grade of 'C' or better. Further, I agree to refund the City or have deducted from my final paycheck any educational reimbursement funds received under this program if I should leave the City's employment, voluntarily or through termination, with cause, within one (1) year after the completion of the course work for which I am to receive reimbursement, in accordance with the following schedule.

Below is the reimbursement schedule for the full months worked between the employee's completion of the course for which they are being reimbursed and their last day of employment with the City and the percentage of the total reimbursement to be refunded to the City.

Months Worked between Date the Course was Completed and the Final Day at Work	Percentage to be Refunded to the City (%)
1	100
2	100
3	90
4	80
5	70
6	60
7	50
8	40
9	30
10	20
11	10
12	0

New hires are ineligible to participate in this program until they pass probation.

- Commented [VB298]: PSSEA TA

1. Reimbursement Procedures – Permanent employees may participate in the City's Educational Reimbursement Program.

2. Repayment Upon Termination – Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

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

<u>When Depart</u>	<u>Percentage</u>
1 month after course completion	100%
2 months	100%
3 months	90%
4 months	80%
5 months	70%
6 months	60%
7 months	50%
8 months	40%
9 months	30%
10 months	20%
11 months	10%
12 months	0%

Eligible employees may receive no more than one thousand seven hundred fifty dollars (\$1,750.00) per calendar year under this program.

Article 3.08 Computer Purchase Program

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

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

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

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

Commented [LCW299]: Non-Substantive Change: Revised for clarity and to align with other miscellaneous group, SPEA.

Commented [VB300R299]: PSSEA TA

check.

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

6. Effective March 20, 2019, the computer loan program shall be eliminated. The City shall honor the computer loan requests from unit members who have submitted such requests prior to March 19, 2019 subject to the guidelines of the program.

Commented [LCW301]: Substantive Change: Revised to remove reference to computer loan program.

Commented [VB302R301]: Will consider

SECTION 14. Employee Assistance Program (“EAP”)

The City provides employees and immediate family members’ confidential assistance, referrals, and counseling through the EAP. The program is designed to provide professional assistance and support to help employees and their families resolve problems that affect or may affect their personal or professional lives.

The City shall provide the basic level of EAP service to employees at the cost incurred by the City for participation in such program.

Basic level includes three (3) session per member per incident per year.

Commented [LCW303]: Substantive Change: Revised to reflect that vendor eliminated EAP/Outpatient Tier.

Commented [VB304R303]: PSSEA TA

ARTICLE 4 – LEAVES AND ABSENCES

SECTION 1. Article 4.01 Vacation Accrual

Employees shall accrue vacation leave at the following rates depending on their years of service to the City or another public agency, with two options as described below:

Employees shall receive either:

ORIGINAL ACCRUAL SCHEDULE

- 1. Twelve working days per year (96 hours) with full salary for the first seven years of continuous service with the City.
- 2. Seventeen working days per year (136 hours) with full salary after seven years and until the completion of fourteen years of continuous service.
- 3. Twenty-two working days per year (176 hours) with full salary after fourteen years of continuous service.

Commented [LCW305]: Revised to reflect hours, not days.

Commented [LCW306R305]: PSSEA TA to change to hours from days

Years of Continuous Service with the City	Annual Accrual Rate	Accrual Per Pay Period	Maximum Permissible Accrual
0 - 57 years	12 working days (96108 hours)	4.15 hours	216 hours
6 - 10 years	132 hours	5.08 hours	264 hours
811 -- 145 years	17 working days (13656 hours)	6.00 hours	312 hours
165 + years	22 working days	7.23 hours	376 hours

(17688 hours)

OR

ALTERNATIVE ACCRUAL SCHEDULE

1. Twelve days per year (96 hours) from commencement of the first year of service through and including completion of the fifth year of service.
2. Fifteen days per year (120 hours) upon commencement of the sixth year of service through and including completion of the tenth year of service.
3. Eighteen days per year (144 hours) upon commencement of the eleventh year of service through and including completion of the fifteenth year of service.
4. Twenty-two days per year (176 hours) upon commencement of the sixteenth year of service and for all years of service thereafter.

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

For this article, the term "day" shall be the equivalent of eight hours. Vacation time shall accrue on a monthly basis. Vacation leaves may be taken only after an employee has completed one year's continuous service.

SECTION 2. Vacation Accrual Cap

Employees may accrue up to two (2) years of vacation leave at their current annual accrual rate.

Effective three months after the adoption of the MOU by the City Council, the City will impose a hardcap on vacation accrual such that no employee shall be permitted to accrue vacation in excess of twice their annual accrual rate. Any employee who has accrued, but unused, vacation in an amount that exceeds that amount will forfeit the amount of vacation in excess of the hardcap.

SECTION 3. Vacation Use

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

All vacation shall be taken at such times as are agreeable to the head of the department and approved by the City Manager or designee.

Article 4.02 — Vacation Time Accumulation and Sale

Vacation time shall be accumulated from date of last continuous permanent employment. All vacation shall be taken at such times as are agreeable to the head of the department and

Commented [LCW307]: Non-Substantive Change: Revised for clarity.

Commented [VB308R307]: Reject - see PSSEA proposal

Commented [LCW309R307]: The City will advise the City Council of this proposal.

Commented [LCW310R307]: Revised to reflect alternate improved vacation accrual rate. Part of package proposal with sick leave hard cap for new employees. See below.

Commented [VB311R307]: PSSEA TA

Commented [LCW312]: Non-substantive change: No active employees qualify for alternative accrual schedule.

Commented [VB313R312]: PSSEA TA

Commented [LCW314]: PSSEA Proposal to Increase Annual Accrual by 16 hours.

Commented [LCW315R314]: The City will advise the City Council of this proposal.

Commented [VB316]: To clarify, this is not changing the soft cap?

Commented [LCW317R316]: Suppose the City were to propose a hard cap on vacation accruals (2x annual accrual rate), would PSSEA agree to such supposal in exchange for an increased vacation accrual rate proposed by PSSEA?

Commented [LCW318R316]: PSSEA Yes (6/7)

Commented [LCW319R316]: Revised to reflect actual proposal.

This aligns with SPEA and is, for certain employees, more generous than the amounts requested by PSSEA.

In consideration for this increased accrual rate, the City requests the following: (1) hard cap on vacation accruals for all EEs; and (2) hard cap on sick leave accruals for new EEs.

Commented [VB320R316]: PSSEA TA

Commented [VB321]: This is old school. Employees should be able to use vacation as they accrue it.

Commented [LCW322R321]: This is consistent with SPEA.

Commented [LCW323R321]: PSSEA TA (6/7/2023)

approved by the City Manager or designee. Earned vacations shall not be accumulated for a longer period than for two years' service.

SECTION 4. Article 4.03 **Vacation Cash Out – Active Employees**

A. Qualification for Vacation Cash Out: An employee who has completed one (1) year of service qualifies for vacation cash out.

B. Cashout Process in 2023: In calendar year 2023, a qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described in Article 4, Section 1. While employees may elect to exercise this option not more than twice in calendar year 2023, the cumulative amount of vacation leave cashed out may not, in aggregate, exceed total amount of vacation leave that the employee can accrue in a year.

C. Election Process: A qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described in Article 4, Section 1.

On or before December 15, 2023 and every December 15th thereafter, a qualified employee who elects to cash out some or all of their accrued vacation for the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).

The employee shall provide the following information as part of their election: (1) The total number of hours of vacation leave that the employee will accrue between January 1 and June 30 in the following calendar year based on their annual accrual rate based on their years of service; (2) The total amount of accrued vacation leave that the employee wants to cash out in July of the following calendar year (The cash-out amount must be equal to or less than the amount accrued between January 1 and June 30); (3) The total number of hours of vacation leave that the employee will accrue between July 1 and December 31 in the following calendar year based on their annual accrual rate based on their years of service; and (4) The total amount of accrued vacation leave that the employee wants to cash out in December of the following calendar year (The cumulative cash-out amount must be equal to or less than the total amount accrued between January 1 and December 30).

D. The City shall administer the cash out twice annually, starting in December 2023 and every December thereafter. The City shall make the cash outs in the first full pay period in July and December.

Such cash outs shall be paid at the employee's base salary hourly rate of pay.

Regardless of the number of hours that the employee requests to cash out, the City can only cash out vacation hours that the employee has available for their use. Qualification for Vacation Cash Out: An employee who has completed one (1) year of service qualifies for vacation cash out.

Election Process: A qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of

Commented [VB324]: Why? This takes away a benefit for new employees

Commented [LCW325R324]: New employees may use their vacation, but may not cash it out during their first year of employment. This is the same language that was adopted for SPEA.

service as described in Article 4.01.

On or before December 15, 202 and every December 15th thereafter, a qualified employee who elects to cash out some or all of their accrued vacation for the following year shall submit written request to the Human Resources Department stating their irrevocable election.

The employee shall provide the following information as part of their election: (1) The total number of hours of annual vacation leave that the employee will accrue in the following calendar year based on their years of service; and (2) The total amount of vacation leave hours that the employee wants to cash out in the following calendar year.

The City shall administer the cash out once annually, starting in December 20243 and every December thereafter. The City shall make the cash outs in the first full pay period in December.

Such cash outs shall be paid at the employee's base salary hourly rate of pay.

A. Regardless of the number of hours that the employee requests to cash out, the City can only cash out vacation hours that the employee has available for their use.

Each calendar year, an employee may sell back his/her accumulated annual vacation up to a maximum of the annual vacation accrual, to which they are entitled by length of service. Each employee may sell back vacation once per calendar year and only during the first two weeks of December. The rate of pay shall be at the base salary hourly rate of pay. Human Resources

E.

SECTION 5. Article 4.04 Vacation Time Accrual - For Temporary Industrial Disability

Notwithstanding the provisions of Article 4, Article 2.194.0Section 23, employees on temporary industrial disability may accrue vacation time for longer than two (2) years.

SECTION Article 4.05 Good Friday

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

Article 4.056. Sick Leave Accrual

1. Employees accrue sick leave at a rate of eight (8) hours per month.

SECTION 7. Sick Leave Cap

2. The maximum carryover of sick leave from November 30 to December 1 of each year is six hundred (600) hours.

For employees hired after the date the City Council adopts the MOU, the City will limit the

- Commented [LCW326]: Substantive Change: Revised to address constructive receipt issue.
- Commented [VB327R326]: Explain
- Commented [LCW328R326]: Explained.
- Commented [LCW329R326]: Revised to align with SPEA.
- Commented [LCW330R326]: PSSEA TA (6/7/2023)

- Commented [LCW331]: Substantive Change: Revised remove reference to Good Friday.
- Commented [VB332R331]: Reject. Why? you could expand to other religious days
- Commented [LCW333R331]: PSSEA TA (6/7/2023)

accrual of sick leave to six hundred (600) hours.

For employees hired on or before the date that the City Council adopts the MOU, the City will allow the accrual of sick leave in excess of six hundred (600) hours subject to a mandatory cash out as described below.

SECTION 8. Sick Leave Cashout

For employees hired on or before the date on which the City Council adopts the MOU, the City will cash out any accrued sick leave in excess of six hundred (600) hours on December 1 of each year. The City will provide the cash out by direct deposit.

Upon separation or death, the City shall cashout sick leave by employees as follows:

1. The City shall not provide any employee, regardless of the date of their hire by the City, cashout of accrued sick leave in the event that the City terminates such employee for cause.
 2. For an employee who has been employed by the City for five (5) or more years and separates from City employment, the City shall provide the employee a cashout at an amount equal to one-half (1/2) the value of the sick leave that the employee accrued, but did not use (i.e., one-half (1/2) the sick leave hours accrued, but not used, paid at the employee's base salary hourly rate of pay).
 3. For an employee who has been employed by the City for five (5) or more years and separates as a result of a service retirement, disability retirement or death, the City shall provide the employee a cashout at an amount equal to the full the value of such sick leave (i.e., all of the sick leave hours, accrued, but not used, paid at the employee's base salary hourly rate of pay).
 4. For an employee who has not been employed by the City for at least five (5) years, but who separates from the City for whatever reason, the City shall not provide the employee any cashout for sick leave accrued, but not used.
 5. For an employee who has been employed by the City for five (5) or more years and separates from City employment for a reason other than termination prior to December 1st while maintaining an accrued balance of sick leave in excess of 600 hours, the City shall also provide the employee seventy percent (70%) of the sick leave accrued, but unused, since the preceding December 1st.
3. Employees who, on July 1, 1998, had an accumulated sick leave balance higher than six hundred (600) hours will have a maximum carryover equal to their accumulated sick leave balance on that date. No such maximum carryover can be greater than one thousand fifty-six (1056) hours. Should an employee's personal sick leave accrual limit drop below six hundred (600) hours, their future maximum carryover shall not be allowed to exceed six hundred (600) hours.
4. For employees who are employed by the City at the time this Agreement becomes effective, each December 10, the City will provide a cash out equal to one hundred percent (100%) of value of any accumulated sick leave hours that exceed the employee's maximum carryover. Employees hired after the effective date of the Agreement shall not be entitled to any cash out for sick leave that they have accrued that exceeds six hundred (600) hours.

Commented [LCW334]: City revised the sick leave proposal as part of the package proposal to impose a hard cap for new employees and clarify existing terms.

Commented [LCW335]: Substantive Change: Hard cap of 600 hours..

Commented [VB336R335]: Reject.

Commented [LCW337R335]: Suppose the City were to propose a hard cap on vsick leave accruals for new employees, would PSSEA agree to such supposal in exchange for the sick leave cash outs described here?

Commented [LCW338R335]: Revised to reflect hardcap as part of proposal re increased vacation accruals. See above.

Commented [VB339R335]: PSSEA TA

5. Upon service retirement, disability retirement, or death, sick leave shall be paid off at an amount equal to one-half (1/2) the value of such sick leave, or one-half the employee's base salary hourly rate of pay.

SECTION 9. Fitness for Duty

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

2. Minimum Service with City of El Segundo to Receive Pay for a Designated Percentage of Accumulated Sick Leave – Employees who retire concurrently from CalPERS and the City of El Segundo must have been employed for a minimum of five (5) years with the City of El Segundo in a classification covered by this Agreement in order to receive pay for unused sick leave balance.

3. Sick Leave Payment Upon Separation – Affected employees having a minimum of 5 years of service will be paid for 50% of their unused sick leave upon death or termination. Employees shall receive 100% of their unused sick leave upon a service or disability retirement. The rate of pay for sick leave payment upon separation shall be at the base salary hourly rate of pay.

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

Effective upon Council adoption of the MOU, all sick leave payments under this provision shall be at the base salary hourly rate of pay.

5. Sick Leave Accrued – Payment on Termination Prior to December 1st – Employees who terminate prior to the first day of December while maintaining a balance of more than 600 hours of sick leave shall also be paid seventy percent (70%) of their unused accrued sick leave accumulated since the preceding December 1st. The rate of pay for sick leave payment upon separation shall be at the base salary hourly rate of pay.

6. Sick Leave Certification – Any employee taking sick leave shall, upon their his or her return to work, sign a statement affirming their legitimate use of the certifying the reasons for such sick leave benefit. This affirmation shall not require the employee to disclose confidential health or medical information. Employees absent forty or more consecutive hours must submit a statement from a doctor that the employee was under his care and is able to return to work. Upon the recommendation of a Department Director-Head or his/her their designee the City Manager or the Director of Human Resources may, before allowing such leave or before permitting an employee to return to work from a sick or medical leave, require a fitness for duty

Commented [LCW340]: Substantive Change: Revised to reduce the pay-out of sick leave. Aligns with Admin Code and proposal to other miscellaneous group, SPEA.

Commented [VB341R340]: Reject these unwarranted takeaways. SPEA got something for a hard cap for new employees, this is just a straight up take away.

Commented [LCW342R340]: See supposal above.

Commented [LCW343R340]: PSSEA No. We already have this. Need something else (6/7/2023)

Commented [LCW344R340]: See revised proposal above.

Commented [VB345R340]: Missing "also" in paragraph 5. Add "also" to read 600 hound, the City shall also provide the employee.. this is the prior language. It is an additional benefit.

Commented [LCW346R340]: IA Pending

Commented [LCW347]: Non-Substantive Revision: Revised for clarity and to conform with ADA/FEHA.

Commented [LCW348R347]: Review.

Commented [VB349R347]: Need further review. Also reject the 40 hour for a mandatory doctors note.

Commented [LCW350R347]: City: Propose to eliminate this section.

~~examination, submission of a doctor's certificate for any absence. Any employee who makes a false claim to sick leave or who refuses to cooperate in an investigation by the City of his or her claim shall be subject to disciplinary action.~~

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

A. _____ 7. _____ Sick Leave Requests - Requests for sick leave benefits will not unreasonably be denied. Employees agree not to abuse the use of sick leave.

SECTION 10. Article 4.06 Family Sick Leave to Provide Care for Family Members Utilization

~~Employees are eligible to utilize a maximum of half their annual sick leave accrual, or forty-eight (48) hours, of sick leave per calendar year in order to provide care to a "family member" of the employee suffering from illness or injury.~~

~~For this purpose, the term "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling, or any other "family member" recognized by Labor Code section 245.5. The term parent shall also include the parent of the employee's spouse or registered domestic partner.~~

~~For this purpose, the term "family member" also means one (1) "designated person" that the employee has identified who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship.~~

~~Employees are eligible to utilize a maximum of half their annual sick leave accrual, or forty-eight (48) hours, of sick leave per calendar year in order to provide care to immediate family members suffering from illness or injury.~~

~~For this purpose, the term "immediate family member" shall exclusively refer to the children, parents, siblings, grandparents, or grandchildren of the employee, the employee's spouse or registered partner.~~

~~The City shall comply with the Federal and State regulations of the Family and Medical Leave Act, California Family Rights Act, Healthy Workplaces, Healthy Families Act of 2014 ("Paid Sick Leave Law" - AB1522) and other applicable family leave laws. Affected employees shall be entitled to utilize accumulated sick leave for providing family medical necessity-related care. Depending upon the applicable leave law, "family member" may be defined as including but not limited to children, parents (of employee, spouse, or registered domestic partner), spouse, registered domestic partner, siblings, grandchildren, or grandparents.~~

~~Utilization of said sick leave shall be contingent upon the employee making application for sick leave use in accordance with the City's policies and providing the required documentation evidencing that the sick leave is to be distributed because of a family member receiving medical attention by any type of health care provider.~~

Article 4.07 — Physical Examinations

Commented [LCW351]: Revised to provide for fitness for duty examinations.

Commented [LCW352R351]: PSSEA Possible TA. Clarify that his is return from sick leave. (6/7/2023)

Commented [LCW353R351]: Revised to provide that the fitness for duty is following a sick or medical leave.

Commented [VB354R351]: PSSEA TA

Commented [VB355]: Isn't it all protected leave protected not just kin care

Commented [LCW356]: Substantive Change: Expand definition of "immediate family member."

Commented [VB357R356]: PSSEA TA

Commented [LCW358]: Substantive Change: Revised to comply with new legal obligations/entitlements

Commented [VB359R358]: PSSEA TA

Commented [LCW360]: Substantive Change: Revised to comply with Labor Code.

Commented [VB361R360]: Double check and make sue that we are not losing any family members. Plus, what about the designate person?

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

SECTION Article 4.0118. Holidays

Holiday Schedule—The City recognizes the following Ddays shall be considered as paid holidays for City employees:

1. _____ January 1st
2. _____ The third (3rd) Monday in January (Martin Luther King Jr. Day)
3. _____ The third (3rd) Monday in February (President's Day)
4. _____ The last Monday in May (Memorial Day)
5. _____ July 4th
6. _____ The first (1st) Monday in September (Labor Day)
7. _____ November 11th (Veteran's Day)
8. _____ Thanksgiving Day
9. _____ Day After Thanksgiving Day
10. _____ December 24th
11. _____ December 25th
12. _____ December 31st

SECTION 4012. Holiday Pay

SECTION 10. Holidays Falling on Saturdays and Sundays

In the event any of the above holidays fall on a Saturday, the paid holiday shall be observed on the preceding Friday. In the event any of the above holidays fall on a Sunday, the paid holiday shall be observed on the following Monday.

SECTION 11. Holidays Falling on an Employee Work Day

2. **Holiday Pay**—The City regularly may provides requires that employees in the bargaining unit Police Assistant I/II, Crime Scene Investigator I/II and Police Service Officers I/II job who work regularly are regularly required to work on the above enumerated a City holidays as described above. The Parties' agreement on the City's authority to require that employees work on City holidays shall supersede and supplant any side letter agreements or past practices on this subject that may provide otherwise.

The City will provide to employees in the bargaining unit Holiday Pay in an amount equivalent to 120 hours of compensation at the employee's regular base rate of pay. The City will provide such Holiday Pay on or about the 10th of December annually. In addition to the pay that the City

Commented [LCW362]: Substantive Change: Removed reference to physical examinations. Employees may use sick leave for this purpose.

Commented [VB363R362]: Reject. See PSSEA proposal to add Cesar Chavez Day and Juneteenth.

Commented [LCW364R362]: The City will advise the City Council of the proposal.

Commented [LCW365R362]: PSSEA To clarify, PSSEA wants to replace the physical examination section that the City wants to delete with the Physical Fitness Incentive Program. Separately, PSSEA is seeking to add Cesar Chavez Day and Juneteenth. (6/7/2023)

Commented [LCW366R362]: The City declines to provide the requested holidays. However, in lieu of the requested holidays and in consideration for the change described below, the City will provide employees one (1) Personal Leave day per year. (See Sections 12 and 13, below.)

Commented [LCW367]: Non-substantive Change: Revised for purposes of clarity.

Commented [VB368R367]: PSSEA TA

provides to such employees for actually working on those paid holidays, as is the current practice, shall be paid for the City will provide employees in the Police Assistant I/II, Crime Scene Investigator I/II and Police Service Officers I/II job classifications Holiday Pay in an amount equivalent to 120 hours of compensation at the employee's regular base rate of pay.

The City will provide such Holiday Pay in lieu of holidays on or about the 10th of December annually. ~~the pay to which they are entitled based on their hours worked.~~

SECTION 13. Personal Leave Day

A. Each employee shall receive one (1) day per calendar year as a Personal Leave.

For this purpose, employees who are assigned to a 3/12 schedule shall receive 12 hours, employees who are assigned to a 4/10 schedule shall receive 10 hours. Employees on other schedules will be compensated accordingly.

B. In the first full pay period following the adoption of this MOU by the City Council, the City shall provide employees one (1) day of Personal Leave.

C. The City will credit employees with one (1) day of Personal Leave every January during the term of the Agreement~~the~~.

D. Newly hired bargaining unit members hired after the first of the year will also receive the Personal Leave, which the employee may use six (6) months after the employee's initial appointment date.

~~The City will provide this pay in the form of a holiday check.~~

A. ~~one hundred twenty (120) hours in lieu of holidays on or about the 10th of December.~~

~~3. The City will provide for such pay at the employee's regular rate of pay.~~

~~For purpose of calculating overtime, the City will credit the employee for working the actual number of hours that they worked on the paid holiday.~~

SECTION Article 4.014129. Bereavement Leave/Emergency Leave

In the event of the death of an employee's "family member", as defined in Article 4, Section 10, but excluding the "designated person," the City shall provide the employee three (3) days paid bereavement leave and two (2) days of unpaid leave to be used with three (3) months of the date of the death of the "family member."

Employees may elect to use other forms of paid leave that they have accumulated in order to provide for their compensation while using the two (2) days of unpaid leave.

For employees who need to travel 500 or more miles from the City in order to attend services for the employee's family member, the City shall also provide two (2) additional days of paid bereavement leave in lieu of the two (2) days of unpaid leave.

Commented [LCW369]: Non-substantive Change: Revised for purposes of clarity.

Commented [VB370R369]: PSSEA TA

Commented [LCW371]: Revised. The City makes this proposal in consideration for the provision of one (1) Personal Leave Day per year. See below.

Commented [VB372R371]: Replace with the old language about the Holiday Pay getting the 120 hours on in lieu of holidays on December 10. Need to clarify Are we getting the Personal Leave Day for the holidays or to settle the PERB charge?

Commented [LCW373R371]: TA

Commented [VB374]: Add back in the 5 days for travel over 500 miles and state that employees can use leave accruals to cover unpaid days.

Commented [LCW375R374]: PSSEA TA (6/7/2023)

Commented [LCW376]: Non-Substantive change: Complies with the law.

Commented [LCW377R376]: Revised to add back 2 days for long-distance travel.

Replaced prior version with language from SPEA.

Commented [LCW378R376]: PSSEA TA (6/7/2023)

~~A. Bereavement Leave – An employee shall be granted three (3) working days if he/she is traveling less than five hundred (500) miles one way as measured from El Segundo City Hall. An employee shall be granted one (1) workweek (5 work days) if he/she is traveling more than five hundred (500) miles one way as measured from El Segundo City Hall. Additionally, the definition of the "immediate family" whose funeral or memorial proceeding qualifies for the use of bereavement leave, shall include the same family members as set forth in Article 4.06. children, parents, siblings, grandparents of the employee, the employee's spouse or significant other.~~ **SECTION 1523. Emergency Leave**

Commented [LCW379]: Substantive Change: Revised to comply with AB 1949.

Commented [VB380R379]: Reject. Once again the City has reduced the current MOU benefit of 5 paid days if traveling over 500 miles.

~~In the event of a personal emergency, an e-B. Personal Emergencies – Employees may, upon request, be permitted to shall be entitled to use utilize paid leave (e.g., vacation, Personal Leave Day/Floating Holiday or accumulated compensatory time off/CTO) to attend to the emergency. Employees shall not use emergency leave unless they provide notice of the personal emergency.~~

~~The City may require that the employee for bona fide and substantiate the circumstances surrounding the personal emergency. d personal emergencies, i.e. serious illness of immediate family members as set forth in Article 4.06 and 4.09-A above, and cases of extreme and unusual hardships of an emergency nature. In certain circumstances, notification requirements may be waived.~~

SECTION Article 4.16340. Catastrophic Leave Bank

~~Catastrophic leave means leave for employees who are unable to work as the result of a serious injuries or illnesses and who have exhausted all of their paid leave.~~

~~The City shall administer catastrophic leave pursuant to the City of El Segundo Catastrophic Leave Bank Policy negotiated by the City and Association and revised in 2009. During the term of this Agreement, should the City adopt a Catastrophic Leave Bank Policy following a meet and confer with the Association, the City shall administer catastrophic leave consistent with that policy.~~

Commented [VB381]: PSSEA TA

~~The City provides shall institute a catastrophic leave bank program as follows:~~

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

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

~~3. Procedures~~

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

~~A. Employees may make an irrevocable donation of transfer sick leave, vacation or CTO compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness or injury and who has exhausted all of their accrued personal sick leave.~~

~~Such a donation/transfer can may be effectuated made on July 1 of each year on a leave~~

~~donation 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 certain non-confidential information regarding his/her/their situation.~~

~~Sick leave, vacation and compensatory time leave donations will be made in increments of no less than eight (8) hours one day. These will be hour for hour donations.~~

~~D. Employees must possess not less than hold a minimum of one hundred (100) hours of accrued sick leave after making the donation. accumulated illness/injury leave after a donation has been made.~~

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

Article 4.11 — Workers' Compensation Provisions

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

~~1. Seventy five percent (75%) of the employee's regular salary for any so-called waiting period provided for in the Workers' Compensation Laws.~~

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

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

~~B. In the event an employee is physically injured in the line of duty while involved in animal control, or the detention, transportation, or any other interaction with an inmate/detainee and such injury results in loss of time, the City shall compensate the employee for one hundred percent (100%) of time lost from work for the first thirty (30) calendar days.~~

~~In order for an employee to be posted in the payroll book as being off duty due to an IQD, the employee must have been injured on duty or contracted an illness determined to be work related, sent to the appropriate doctor, and relieved of further duty for a period of time specified by the examining doctor. Until such certification is made, employees shall be posted as being off sick and upon such certification shall have their sick time restored.~~

SECTION Article 4.127. — Jury Duty

~~A. The City will provide an employee who is required to report for jury duty or serve on a jury a leave of absence covering such service.~~

B. ~~Employee Notice: Prior to reporting for jury duty, the employee must provide written notice of the expected jury duty to their supervisor as soon as possible, but in no case later than fourteen (14) calendar days before the beginning of the jury duty.~~

C. ~~Documentation of Jury Duty: The employee must provide documentation of their daily attendance on jury duty.~~

D. ~~Paid Leave: During the first two (2) weeks of jury duty, an employee shall be entitled to receive their regular compensation.~~

E. ~~Unpaid Leave: For any portion of jury duty that extends beyond two (2) weeks, such extended jury duty period shall be without regular pay, unless the employee elects to use paid leave accruals for such time.~~

F. ~~Reporting to Work: While on jury duty, in the event that the employee is relieved of jury obligations for three (3) or more consecutive hours, the employee must report to work.~~

G. ~~Employees relieved of jury duty for three (3) or more consecutive hours may elect to use paid leave accruals to take such time off from work, provided the employee has requested and received their supervisor's approval to do so.~~

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

~~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. —~~

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

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

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

~~While on jury duty, the employee must report to work during any portion of a day that the employee is relieved of jury duty for three or more consecutive hours.~~

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

Commented [LCW382]: Substantive Change: Revised to align with language re jury proposed to other miscellaneous group, SPEA.

Commented [VB383R382]: Under review

Commented [LCW384R382]: ESSEA TA (6/7/2023)

ARTICLE 5 – EMPLOYER – EMPLOYEE RELATIONS

EMPLOYEE ORGANIZATION REPRESENTATIVES/ACTIVITIES

SECTION 1. Article 5.01 — Organizational Security

~~Upon approval adoption of this Agreement by the El Segundo City Council of the City, all unit employees may elect to who voluntarily became become dues- or service fee-paying members of Union.~~

~~In the event that an employee makes such an election, the employee and those unit employees who voluntarily become members of Union during the term of this agreement shall inform the Union of such decision. The Union will then certify to the City the employees who have authorized the City to deduct from their paychecks the applicable due or service fee associated with such membership.~~

~~Employees who are members on the pay date following the City Council's adoption of this Agreement or who become members after that date shall maintain their membership in the Association for the term of this Agreement.~~

~~The City will rely on the certifications from the Union concerning which employees have authorized the deductions of due or service fee associated with such membership.~~

~~Employees who elect to become dues- or service fee-paying members of Union shall remain dues- or service fee-paying members until they elect to decline such membership and discontinue such the expiration of the agreement payments by informing the Union of such decision. In such an instance, the Union will advise the City to discontinue the due or service fee deduction associated with that employee.~~

~~Notwithstanding the above, employees may terminate their Union membership within forty-five (45) calendar days prior to the agreement expiration date. The Union shall indemnify and hold harmless the City and its Council individually and collectively from any legal costs and/or damages arising from claims, demands, or liability by reason of litigation arising from this article. The Union agrees to pay the City all legal fees and legal costs incurred in defending the City or its officers, employers, or agents against any court action or administrative action challenging the legality or constitutionality of the provisions of this article or its implementation.~~

SECTION 2. Union Membership

The City agrees to:

1. Provide official dues deductions for all employees who subscribe to Union membership;
2. Provide official payroll deductions for approved Union insurance and welfare plans, not to exceed five programs; and
3. Provide the Union with a list of newly hired employees in the bargaining unit within 30 days of the employee being hired.

Article 5.02 — Savings

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

SECTION Article 5.033. — Designation of Board Members and Release Time

Commented [LCW385]: Substantive Change: The City revised in order to comply with the limitations imposed under Janus.

Commented [VB386R385]: This does not comply with Janus. as proposed - fee payers no longer exist. We want to maintain our union security clause. and we will propose language. See proposed language attached.

Commented [LCW387R385]: Please provide language.

Commented [LCW388R385]: "Employees who are members on the pay date following the signing of this MOU or who become members after that date shall maintain their membership in the Association for the duration of this MOU."

Commented [VB389R385]: Need to add this language to capture the old MOU 1.07 organizational security

Commented [LCW390R385]: TA

Commented [VB391]: Replace with the SPEA language re. dues deduction

Commented [LCW392R391]: Added dues deduction language at Section 6, below.

Commented [LCW393R391]: PSSEA TA (6/7/2023)

Commented [VB394]: Under review.

Commented [LCW395R394]: Propose to replace with New Employees language from SPEA.

Commented [LCW396R394]: PSSEA TA (6/7/2023)

The Union may designate up to ~~threetwo (23)~~ bargaining unit members to serve as a Union representative in personnel matters.

Upon timely request and for suitable reasons, the Director of Human Resources, or their designee, shall authorize release of a designated board member from normal duties to attend to or assist in personnel matters involving Union members, unless such Union ~~stewardboard~~ member is needed in order to perform urgent or emergent work for the City. In the event that the designated board member ~~Union steward~~ is unavailable to attend to or assist in the personnel matter, another designated board member will be released for this purpose.

The City shall not withhold authorization of release time for this purpose.

In total, the City will provide the Union up to one-hundred and fifty (150) hours of paid release time to attend to or assist in personnel matters involving Union members. Such time shall not include release time for the purpose of engaging in meet and confer with the City. In the event that the Association exhausts the one-hundred and fifty (150) hours of paid release time to attend to or assist in personnel matters, the City and the Association shall meet to discuss the City's provision to designated board members of a reasonable amount of additional time to attend to such matter.

Designated board members shall report the time used to attend to personnel matters during their regular working hours on their timecards.

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

SECTION 4. Article 5.04 — Designation of Bargaining Team Members and Release Time Union Administrative Time

The Union may designate up to three (3) bargaining unit members to serve as regular bargaining team members during the meet and confer process for successor MOU negotiations and other matters related to decision and effects bargaining.

The Association may request that the City recognize additional bargaining unit members to participate in bargaining in order to address subjects with which such employees have subject matter expertise. The City shall not unreasonably deny the participation of such individuals in bargaining. The City may limit the participation of such individuals to the negotiation of subjects with which such individuals possess subject matter expertise.

The Association may designate a reasonable number of non-City employees to serve as representatives of the Association and to participate in bargaining. The participation of such individuals will not count against the three (3) bargaining team members that the Association may designate.

Upon timely request and for suitable reasons, the Director of Human Resources, or their designee, will authorize release of Union bargaining team members from their normal duties to prepare for or participate in bargaining with the City.

The City shall not withhold authorization of release time for this purpose.

During the meet and confer process, the City shall provide the regular bargaining team

- Commented [LCW397]: Substantive Change: Revised to align with other miscellaneous group, SPEA.
- Commented [VB398R397]: Why not 3?
- Commented [LCW399R397]: Because the PSSEA unit is very small.
- Commented [LCW400R397]: PSSEA TA (6/7/2023)

- Commented [LCW401]: Substantive Change: Revised to align with other miscellaneous group, SPEA.
- Commented [VB402R401]: PSSEA TA

members sufficient release time to prepare for and participate in negotiations with the City.

The City shall provide each bargaining unit member two (2) hours of paid release time to participate in the vote to ratify a tentative agreement for the successor MOU to this Agreement. The City will not provide other release time to non-bargaining team members for purposes of engaging in matters related to bargaining, except as described in this section

Employees designated as bargaining unit team member shall report the time used to conduct such business during their regular working hours on their timecards.

Union officers and board members will be allowed up to a total of 20 hours as a group per year of administrative leave to attend Union and labor relations seminars, when on a scheduled day off/vacation day. All or part of these hours may be used for other conferences or seminars with the approval of the City Manager. During the meet and confer process, the City shall provide reasonable release time for bargaining unit members to participate in negotiations.

SECTION 5. No-Strike

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

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

SECTION 6. Association Dues Deductions

The City shall deduct dues on a regular payroll basis from the pay of Association members.

Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose.

The membership forms shall be retained by the Association. Th City shall rely on a certification from the Association for the authorization, modification, or cancellation of any dues deductions. The City shall remit such funds to the Association within 30 days following their deduction.

The City shall rely on a certification from the Association requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Association shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

The City shall direct all employee requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly canceled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on

Commented [LCW403]: Substantive Change: Revised to remove provision of paid administrative leave to attend to union business.

Commented [VB404R403]: PSSEA rejects

Commented [LCW405R403]: The City maintains this proposal

Commented [LCW406]: Substantive Change: Revised to preclude sympathy strikes language and that, in the event that Union is aware of any of its members engaging in the prohibitive behavior as set for above, they shall immediately instruct any persons engaging in such conduct that their conduct is in violation of the MOU.

Commented [VB407R406]: Reject. Maintain existing no strike language.

Commented [LCW408R406]: Revised to restore existing no strike language with minor non-substantive revisions.

Commented [LCW409R406]: PSSEA TA (6/7/2023)

that information. Deductions may be revoked only pursuant to the terms of the employee's written authorization, Association Bylaws and this Agreement.

The City shall not deter or discourage employees or applicants for employment from becoming or remaining members of the Association, or from authorizing representation by the Association or from authorizing dues or fee deductions to the Association.

SECTION 7. Joint Labor Management Team Committee

~~Pursuant to the meet-and-confer process for 1997-98, it Upon request, was agreed upon that representatives of the City and the Union shall create a joint labor management team committee will meet to discuss matters within the scope of representation in order to foster improved communication between the City and PSSEA and productivity.~~

MANAGEMENT RIGHTS

Article 5.05 — Joint Labor Management Team

~~Pursuant to the meet-and-confer process for 1997-98, it was agreed upon that representatives of the City and the Union shall create joint labor management teams to foster improved communication and productivity.~~

SECTION 875. Article 5.06 — Management Rights

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

The management and direction of the work force of the City is vested exclusively in the City and nothing in this MOU is intended to circumscribe or modify the existing rights of the City to engage in the following conduct:

1. ~~direct~~ Direct the work of its employees;
2. ~~hire~~ Hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City;
3. ~~D~~, discipline employees for proper cause;
4. ~~maintain~~ Maintain the efficiency of governmental operations;
5. ~~relieve~~ Relieve employees from duties because of lack of work;
6. ~~take~~ Take action as may be necessary to carry out the City's mission and services in emergencies; and
- 1-7. ~~to determine~~ Determine the methods, means and personnel by which the operations are to be carried out, including the right to contract or subcontract any services performed by the City and require overtime work by City employees.

LAYOFFS6 Article 5.07 — Union Membership

Commented [LCW410]: Note: Removal of Joint Labor Management Team/Committee.

Commented [LCW411R410]: PSSEA Reject Removal of JLMC. (6/7/2023)

Commented [LCW412R410]: Add back JLMC.

Commented [LCW413]: Substantive Change: Revised to remove reference to joint labor management team as an outdated provision.

Commented [VB414R413]: Reject. Maintain a joint labor management committee, but delete the dates.

Commented [LCW415R413]: The City maintains its proposal to removal referene to a joint labor management team/committee.

Commented [LCW416R413]: Add back JLMC.

Commented [VB417]: Reject the contracting our language.

Commented [LCW418R417]: Revised to remove contracting out language.

Commented [LCW419R417]: PSSEA TA (6/7/2023)

The City agrees to:

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

SECTION 897. Article 5.08 Grounds for Layoff Procedure

A. —
1. Grounds for Layoff — Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce because of a lack of funds, lack of work or reorganization, an employee may be laid off, reduced in classification or displaced by another employee.

Such layoff, reduction or displacement shall result from action of the City Manager or his designee. Such action shall not entitle the laid off, reduced or displaced employee to a right of appeal.

The City Manager shall recommend to the City Council each classification to be affected by any such change.

SECTION 109. Notice to the Association and Employees

B. —
2. Notice to Employees — The City shall notify the Union Association thirty (30) days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact.

An employee filling a full time position shall be given fourteen (14) calendar days prior notice of lay off.

Employees transferred, reduced or displaced shall be given five (5) calendar day's' notice. -The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

SECTION 110. Procedures for Layoff

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

4. Procedures for Layoff — A permanent employee in a classification affected by a reduction in force shall be laid off based on seniority in City service, that That is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc. Seniority is defined in Subection K below. Seniority shall be determined by hire date and shall mean seniority in City service

Commented [LCW420]: Substantive Change: Revised to clarify compliance with AB 119.

Commented [VB421R420]: See PSSEA's AB 119 proposed language.

Commented [LCW422R420]: Please provide proposed language.

Commented [LCW423]: Substantive Change: Revised to remove reference to at-will employees.

Commented [VB424R423]: PSSEA TR

SECTION 112. Tie Breaks

~~C. 54. Breaking Ties~~— Provided that the seniority of two (2) employees is the same, in cases where two or more employees have the same date of hire (i.e. equal seniority), retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years in a classification, provided the last rating had been filed at least thirty (30) days prior to the date of the layoff notice.

Retention points are as follows:

1. "Unsatisfactory" R rating = 0 retention points
2. "Below Standard" "Improvement needed" R rating = 6 retention points
3. "Satisfactory Standard" R rating = 12 retention points
4. "Exceeds expectations Above Standard" R rating = 18 retention points
5. "Outstanding" R rating = 24 retention points

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have a sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

Commented [LCW425]: Non-Substantive Change: Revised to align with language used in performance evaluations.

Commented [VB426R425]: PSSEA TA

SECTION 132. Reduction to a Vacant Position

~~5. 6. Reduction to a Vacant Position~~— An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position.

If there is more than one qualified employee to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest, etc.

If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply.

SECTION 134. Displacement Rights— ~~An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.~~

Commented [LCW427]: Non-Substantive Change: Removed from this subsection and moved to subsection H, below. Revised to align with other miscellaneous group, SPEA.

Commented [VB428R427]: PSSEA TA

~~76. Displacement Rights – An employee designated for layoff as a result of abolition elimination of a position or classification may displace (i.e., "bump") an employee in a lower classification in which the employee has prior service, provided the laid off person has greater seniority than the employee in the lower classification~~

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

SECTION 145. Salary Placement

~~87. Salary Placement – An employee who accepts appointment is assigned to a lower classification as a result of a displacement (i.e., bumping) shall be placed on the step of the lower classification with the salary that most closely corresponds to, but in no case is higher than, the salary step of their previously held position.~~

~~The employee accepting such appointment shall receive a new salary anniversary date on the effective date of the appointment. salary range of the new classification which is closest to the compensation of the employee in the previous classification, but in no case higher, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.~~

~~The employee shall, however, retain seniority while his/her/their name remains on reemployment list or lists, as set forth in subSection 13 below.~~

SECTION 165. Reemployment List

Commented [LCW429]: Non-Substantive Change: Revised for clarity.

Commented [VB430R429]: PSSEA Typ

Commented [LCW431]: PSSEA Typo: should be "step" not "stop" (6/7/2023)

Commented [LCW432R431]: Revised.

Commented [VB433R431]: PSSEA Typ

~~98. Re-Employment List~~—The names of permanent employees who have been laid off under this section (including employees who have bumped down to a lower classification) shall be placed, in order of seniority from highest-most to lowest/least, on a reemployment list for their prior 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 to such classification(s)therefrom for a period of three (3) years from the date their names were placed on the list.

As a vacancy within such a classification or lower related classification becomes available, the name appearing at the top of the reemployment list shall be offered the opportunity to fill the vacancy. -The name of an individual selected from the list to fill the vacancy who refuses the re-employment offer without good cause shall be permanently removed from the re-employment list without right of appeal.

Laid-off employees do not earn seniority credit or benefits while on the re-employment list.

SECTION 167. Rights Upon Reemployment

9. Rights on Re-Employment—If a person is reemployed by the City within three (3) years of their layoff, the employee's accumulated sick leave allowance, seniority and vacation accrual shall be maintained or reinstated to the extent that it has not been paid out, as the case may be.

~~seniority, sick leave and vacation accrual rates shall be reinstated. Reemployed employees shall be placed on the same salary step previously held upon reemployment, unless the individual is reemployed in a lower related classification in which case the employee shall be placed on the step for the lower classification with the salary than most closely corresponds to, but in no case is higher than, the salary step of their previously held position. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of lay off. Upon reemployment, employees will be placed on the same salary step held at the time of lay off.~~

SECTION 178. Seniority

~~10. Seniority~~—For the purpose of this section, seniority shall be defined as a bargaining unit member's total, continuous employment in a position in the City's classified service. Seniority shall be determined by hire date, regardless of whether the employees started work as an hourly or part-time employee. Total, continuous employment is that which is uninterrupted by separation and includes the following: (1) actual time worked; (2) authorized leave of absence, both paid and unpaid; (3) family leave, military leave; and (4) industrial injury or illness leave. For purposes of this section, a leave of absence without pay is limited to a maximum of ninety (90) continuous days.

DISCIPLINE

SECTION 1897. Discipline
Article 5.098 Disciplinary Action - Authority to Take

Commented [LCW434]: Substantive Change: Revised to align with other miscellaneous group, SPEA.

Commented [LCW435R434]: May not be SPEA; Review.

Commented [VB436R434]: Check SPEA MOU

Commented [LCW437R434]: Revised to align with SPEA.

Commented [LCW438R434]: PSSEA TA (6/7/2023)

Commented [LCW439]: Propose to Discuss: The prior MOU provides:

"Modify Personnel Rule 14.4 to include the following: Prior to making a final decision to take disciplinary action involving suspension, demotion, dismissal or reduction in pay, the City Manager shall give written notice of the proposed action to the concerned employee. The notice shall include a statement of reasons that a disciplinary action is being proposed and shall include a copy of the charges being considered by the City Manager. Except when of a confidential nature, the supporting documentation will be provided with the written notice to the employee. A written notice delivered to the employee's last known address shall constitute adequate notice."

This is similar, but not the same as what is provided for in the Personnel Rules.

Commented [VB440R439]: Will discuss. However, the Personnel Rules are trumped by the MOU, so PSSEA rejects this proposal unless the Personnel rules provide more protection to employees. Also if you want us to consider Personnel Rule 14.4, please send it to us.

Commented [LCW441R439]: PSSEA I think the issue is providing copies of the documents and material upon which the charges are based. Can we add that in here somewhere? (6/8/2023)

Commented [LCW442R439]: Revised.

Commented [VB443R439]: Can we call this a pre-Skelly?

Commented [LCW444R439]: TA.

The City will comply with the requirements set forth in Modify Personnel Rule 14.4 in terms of providing notice to employees in the event that the City proposes certain disciplinary action against the employee (i.e., The Department Head will inform the employee of the disciplinary action that the Department Head intends to propose recommend to the City Manager ("pre-Skelly notice")). to include the following:

1. Prior to making a final decision to take disciplinary action involving suspension for more than five days, demotion, dismissal, or reduction in pay, the City Manager shall give written notice of the proposed action to the concerned employee.

Commented [VB445]: Reject
Commented [LCW446R445]: Revised to remove.

The notice shall include a statement of reasons that a disciplinary action is being proposed and shall include a copy of the charges being considered by the City Manager.

~~Except when of a confidential nature, the supporting documentation will be provided with the written notice to the employee. A written notice delivered to the employee in person, by email or by certified mail to the employee's last known address on file with the City shall constitute adequate notice.~~

Commented [VB447]: Not sufficient.
Commented [LCW448R447]: Revsied.

GRIEVANCE PROCEDURE

SECTION 92019. Article 5.10 Definition of Terms Grievance Procedure

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

~~B.~~

~~C. 1. DEFINITION OF TERMS~~

~~D.~~

~~A. Grievance - A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of this MOU. A grievance is distinct from an appeal of discipline which is covered by the Personnel Rules and Regulations (Rule 15 and 16).~~

~~A.~~

Commented [VB449]: Reject deletion of the right for the union to file all of these types of grievances.

Commented [LCW450R449]: Moved to grievance procedures below.

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

~~F.~~

~~G. a. Steps within the Grievance Procedures will be completed~~

~~H. within (10) ten working days.~~

~~I.~~

~~B.~~

~~J. C. Day - A day is a working day.~~

~~C.~~

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

SECTION 201. Time Limits

A. 2. TIME LIMITS

B.

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

A.

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

B.

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

SECTION 224. Procedure

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

F. 3. PROCEDURE

Grievances will be processed following the procedures set forth below.

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

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

A. Level I - Within ten (10) days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days of the employee notifying the supervisor of the issue.

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

Commented [VB451]: Delete last sentence.

Commented [LCW452R451]: The City declines to remove this condition regarding the timeliness of grievances.

Commented [LCW453R451]: Change to Section 20 and 21 to match SPEA Sections 19 and 20, except for the typo in the final step shall be see section 24 (arbitration). (There's a typo in the SPEA MOU that we should fix)

Commented [LCW454R451]: The City declines to remove this condition regarding the timeliness of grievances.

Commented [VB455R451]: PSSEA TA

Commented [VB456]: Reject deletion of the right for the union to file all of these types of grievances.

Commented [LCW457R456]: Revised to re-add reference.

Commented [LCW458R456]: PSSEA TA (6/7/2023)

Commented [LCW459]: PSSEA Replace with SPEA level language: A. Level I - Within ten (10) days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days of the

Commented [LCW460R459]: The City declines to revise this section.

Commented [VB461R459]: Typo: missing "notifying" should read within ten (10)

Commented [VB462]: Delete the last sentence.

Commented [LCW463R462]: The City declines to remove this time bar.

Commented [LCW464R462]: PSSEA Replace with SPEA's Level II language:

Commented [LCW465R462]: The City declines to revise this section.

Commented [VB466R462]: The last sentence of Level II conflicts with the timelines

Commented [LCW467R462]: A. Level I - Within ten (10) days of the date the

Commented [LCW468]: Non-Substantive Change: Revised for clarity.

Commented [VB469R468]: PSSEA TA

the grievance.

Procedure for Filing a Grievance:

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

1. a. The specific section of the Memorandum of Understanding, departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
2. b. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.
3. c. The date or dates on which the violation, misinterpretation or misapplication occurred.
4. d. What documents, witnesses or other evidence supports the grievant's position.
5. e. The remedy requested.

Commented [VB470]: Revise. This requires too much information.

Commented [LCW471R470]: The City declines to revise the necessary conditions in order to file a grievance.

These are the same requirements for filing a grievance as is provided for in the SPEA MOU and are not onerous.

Commented [LCW472R470]: **OK. PSSEA TA on existing language**

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

B. D. Level IV - If the grievance is not resolved by the Department Head, the grievant may present the grievance in writing to the City Manager within ten (10) days. Alternatively, the grievant may elect to arbitrate the matter pursuant to the binding arbitration provisions set forth at Article 5, Section 25.

If the grievance is appealed to the City Manager, the City Manager or designee will conduct an informal hearing and render a decision. Each party shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

Commented [LCW473]: PSSEA Delete level IV language (appeal to City Manager) to match SPEA MOU.

Commented [LCW474R473]: The City declines to remove Level IV. However, the City will revise to clarify that arbitration is available at this juncture.

Commented [VB475R473]: **PSSEA TA**

SECTION 223. Matters Excluded from the Grievance Procedure

4. M The grievance procedure is not intended to be used for the purpose of resolving the following issues: **ATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE**

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

working conditions.

2. ~~_____ B. _____ The procedure is not intended to be used to c~~Challenge the content of employee evaluations or performance reviews.
3. ~~_____ C. _____ The procedure is not intended to be used to challenge~~ Challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or denial of a step or merit increase.
4. ~~_____ D. _____ The procedure is not intended to be used in cases of r~~Reduction in pay, demotion, suspensions or a termination which are subject to the formal appeal process outlined in Ordinance 586 and the Personnel Rules and Regulations.

SECTION 234. Grievance Conferences

~~_____ 5. _____~~ CONFERENCES

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

SECTION 245. Binding Arbitration

A. Civil Claims:

Both the City and employees covered by this MOU agree that the claims described in this Section 6.07-A shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act ("CAA") (Cal. Code Civ. Proc. Sec 1280 *et seq.*, including section 1283.05 and all of the CAA's other mandatory and permissive rights to discovery). Nothing in this MOU shall prevent either party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded.

1. The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such breach of employment agreement, breach of the covenant of good faith and fair dealing, negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act ("FEHA"), Title VII of the Civil Rights Act of 1964 ("Title VII"), the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act ("ADA"), and the Family and Medical Leave Act ("FMLA"), and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis. It shall also include any and all claims an employee may have under the Fair Labor

Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article 6, Section 6 is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

2. Notwithstanding the provisions of this Article, employees covered by this MOU may elect to file a claim for workers' compensation and unemployment insurance benefits with the appropriate state agencies, and administrative charges with the Equal Employment Opportunity Commission ("EEOC"), California Civil Rights Department of ("CRD"), and any similar state agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.
3. To the fullest extent permitted by law, employees covered by this MOU agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article 5, Section 245, Subdivision A with those of any other persons, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.
4. The City shall bear the costs of any arbitration conducted pursuant to this Article 5, Section 245, Subdivision A, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.
5. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.

B. Appeal of Discipline

The Parties understand that employees covered by this MOU are entitled to disciplinary appeal procedures under the City's Personnel Merit System Administrative Code. Under Municipal Code Section 1-6-8, employees have the right to have the Los Angeles County Civil Service Commission hear appeals from dismissal, demotion, and suspensions for a period of six (6) days or longer. The Parties agree that an employee covered by this Memorandum of Understanding may opt to have these disciplinary actions be submitted to

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binding and final arbitration.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 3.22.B, shall be for a court of law and not an arbitrator to decide.
4. Under this Section, 3.23.B, the Arbitrator's authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.
5. At least ten (10) business days before the scheduled arbitration, the parties shall exchange the following information: (1) a list of all witnesses each party intends to call during its case-in-chief; and (2) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under Article 5, Section 22 of this MOU that is an allegation of a violation, misinterpretation, or misapplication of this MOU, shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City's response at Level III.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service ("SMCS"). If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this subsection, shall be for a court of law and not an arbitrator to decide.
4. The Arbitrator's authority will be limited to interpreting the provisions of the MOU and the Arbitrator has no authority to add to, subtract from, or modify the MOU in any way. The Arbitrator shall have the authority to determine questions of arbitrability of

contract interpretation disputes. The Arbitrator shall render a written award within thirty (30) days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

5. At least ten (10) business days before the scheduled arbitration, the parties shall exchange the following information: (1) a list of all witnesses each party intends to call during its case-in-chief; and (2) copies of all documents each party intends to introduce during its case-in-chief.

D. This Article is entered into under the CAA and the MMBA, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

D. 6. WRITTEN MATERIAL

Copies of written material which may be used for disciplinary purposes shall be provided to the employee prior to placement in their official personnel file. The employee shall have the right to rebut any such document and have the rebuttal attached to the document prior to it becoming a permanent part of the employee's personnel file.

Article 5.1110 No-Strike

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

In the event that the Union, its officers, agents, representatives, and/or members engage in any of the conduct prohibited above, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in conduct prohibited above, and return to work.

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

ARTICLE 6 – OTHER PROVISIONS

Article 6.01 Drug-Free Workplace Statement and Substance Abuse Policy, Smoking Policy, and Break Policy

Employees shall comply with the City's revised drug-free workplace statement and substance abuse policy, non-smoking and break policies. The parties have met and conferred in good faith regarding the adoption of a Drug-Free Workplace Statement and Substance Abuse Policy dated July 1, 2008, and the same shall be

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Commented [LCW481R478]: Moved to follow Grievance Procedure.

Commented [LCW482R478]: PSSEA TA (6/7/2023)

Commented [LCW483]: Substantive Change: Section was moved.

Commented [VB484R483]: See previous comments re. no-strike clause

Commented [LCW485R483]: Revised.

Commented [VB486]: Remove these from MOU.

Commented [LCW487R486]: Removed.

~~implemented concurrent with the adoption of this MOU.~~

~~Article 6.02 — **Smoking Policy**~~

~~The parties have met and conferred in good faith regarding the adoption of a non-smoking policy dated October 5, 1994, and the same shall be implemented concurrent with the adoption of this MOU.~~

~~Article 6.03 — **Direct Deposit**~~

~~distributed twenty-six (26) times per year. It is agreed between the City and Union that it is in the mutual interest of the City and its employees that all covered employees utilize the currently available direct deposit system. Employees who do not desire to utilize direct deposit shall make their wishes known in writing to the City's Director of Human Resources, together with a statement of their reasons therefore. Requests for exceptions to this direct deposit policy shall not be unreasonably denied.~~

~~**SECTION 1. Personnel File**~~

~~The official personnel file of each employee shall be maintained in the Human Resources Department.~~

~~A unit member or Association representative authorized by the member, in writing, may review or obtain copies of material from the employee's file with the exception of material that includes ratings, reports or records which are obtained prior to the employment of the employee involved.~~

~~**SECTION 2. Personnel File: Derogatory Material**~~

~~The City shall provide an employee a copy of any derogatory material that the City intends to place in the employee's personnel file that the City may use for disciplinary purposes.~~

~~The City will request that the employee acknowledge receipt of such derogatory material prior to it being placed in the employee's personnel file. In the event that the employee refuses to acknowledge receipt, the City shall indicate that the employee refused to acknowledge such receipt.~~

~~Employees shall have the right to provide a written statement rebutting any such derogatory material. In the event that an employee provides such rebuttal, the City shall attach the employee's written statement to the derogatory material and place both documents in the employee's personnel file.~~

~~**SECTION 3 Article 6.02.4 Termination Pay**~~

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

~~**Article 6.035 Policies**~~

~~The parties have agreed upon an Occupational Injury and Illness Policy, dated June 23, 2004.~~

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Commented [VB489]: PSSEA TA

~~Article 6.046~~ **Re-Opener**

The parties agree that during the term of this Agreement, they shall reopen negotiations to discuss modification of the municipal code that covers the personnel merit system and the employee performance evaluation program. Any changes are subject to mutual agreement.

Article 6.057 Binding Arbitration

A. Civil Claims:

Both the City and employees covered by this Memorandum of Understanding MOU agree that the claims described in this Section 6.07-A shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act ("CAA") (Cal. Code Civ. Proc. Sec 1280 *et. seq.*, including section 1283.05 and all of the CAA's other mandatory and permissive rights to discovery). Nothing in this MOU Memorandum of Understanding shall prevent either party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded.

1. The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such breach of employment agreement, breach of the covenant of good faith and fair dealing, negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act ("FEHA"), Title VII of the Civil Rights Act of 1964 ("Title VII"), the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act ("ADA"), and the Family and Medical Leave Act ("FMLA"), and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily protected basis. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article 3.22 is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

2. Notwithstanding the provisions of this Article, employees covered by this MOU Memorandum of Understanding may elect to file a claim for workers' compensation and unemployment insurance benefits with the appropriate state

agencies, and administrative charges with the Equal Employment Opportunity Commission (“EEOC”), California Department of Fair Employment and Housing (“DFEH”), and any similar state agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.

3. To the fullest extent permitted by law, employees covered by this MOU Memorandum of Understanding agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article 6.07-A with those of any other persons, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.

4. The City shall bear the costs of any arbitration conducted pursuant to this Article 6.07-A, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys’ fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

5. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.

B. Appeal of Discipline

The Parties understand that employees covered by this MOU Memorandum of Understanding are entitled to disciplinary appeal procedures under the City’s Personnel Merit System Administrative Code. Under Administrative Municipal Code Section 1-6-8, employees have the right to have the Los Angeles County Civil Service Commission hear appeals from dismissal, demotion, and suspensions for a period of six (6) days or longer. The Parties agree that an employee covered by this Memorandum of Understanding may opt to have these disciplinary actions be submitted to binding and final arbitration.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys’ fees and costs incurred in presenting their case to the Arbitrator.

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3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 3.22.B, shall be for a court of law and not an arbitrator to decide.
4. Under this Section, 3.23.B, the Arbitrator's authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.
5. At least ten (10) business days before the scheduled arbitration, the parties shall exchange the following information: (1i) a list of all witnesses each party intends to call during its case-in-chief; and (2ii) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under Article 5.10 of this MOU Memorandum of Understanding that is an allegation of a violation, misinterpretation, or misapplication of this MOU, shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City's response at Level III.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service ("SMCS"). If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this Article subsection, shall be for a court of law and not an arbitrator to decide.
4. The Arbitrator's authority will be limited to interpreting the provisions of the MOU Memorandum of Understanding and the Arbitrator has no authority to add to, subtract from, or modify the MOU Memorandum of Understanding in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within thirty (30) days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.
5. At least ten (10) business days before the scheduled arbitration, the parties shall exchange the following information: (1i) a list of all witnesses each party intends to call during its case-in-chief; and (2ii) copies of all documents each party intends to introduce during its case-in-chief.

D. This Article is entered into under the CAACalifornia Arbitration Act and the MMBBAeyers-Miliias-Brown Act, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

Commented [LCW492]: Non-Substantive Change: Revised for clarity and to reference correct section of MOU.

Commented [LCW493R492]: Move to follow Grievance Procedure.

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Commented [LCW495R492]: Moved to follow Grievance Procedure.

Commented [VB496]: PSSEA TA

SECTION 4. Savings

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

SECTION 5. Re-Opener

Commented [VB497]: PSSEA TA

The parties agree that during the term of this Agreement, they shall reopen negotiations to discuss modification of the municipal code that covers the personnel merit system and the employee performance evaluation program. Any changes are subject to mutual agreement. **Article 6.068 — Non-Discrimination**

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

The City and the Union agree that they shall not illegally discriminate against any employee because on the basis of race, color, sex, age, national origin, political or religious opinions or affiliations, or any other protected category under the law, and shall act affirmatively to accomplish equal employment 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 the Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

Commented [LCW498]: Substantive Change: Moved to Article 1.

Commented [VB499R498]: PSSEA TA

**For the Police Support Services
Employees' Association:**

—For the City:

~~Larry Harrington, Steward~~
~~George Greg Carpenter,~~

—Darrell
—City Manager

Date _____ Date _____

~~Laurie Eisma, Steward~~
~~Rebecca Redyk~~

~~Joe Camagongacklyn Duran, Vice Co-President~~
~~David Serrano~~
—Director of Human Resources

Date _____ Date _____

~~Amy McDaniel, Secretary-Treasurer~~ _____
~~Alexander Volberding, Chief Negotiator~~

Date _____ Date _____

Vicky Barker, Chief Negotiator

Date _____

~~City Third Proposal/Supposal for to PSSEA Ratification Vote (Draft) (61-911541223-20223)~~

~~City Third Proposal/Supposal for to PSSEA Ratification Vote (Draft) (61-911541223-20223)~~

Joe Camagong, Steward

Gregorio Daniel,
Teamsters' Business Representative

Date

Date

APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

Police Assistant I/II
Police Assistant II
Police Service Officer I
Police Service Officer I/II
Crime Scene Investigator I
Crime Scene Investigator I/II

~~City Third Proposal/Supposal for to PSSEA Ratification Vote (Draft) (61-911541223-20223)~~

Appendix B – Salary Schedule

Appendix C

Side Letter Agreement to the 2007 – 2010 Memorandum of Understanding between the City of El Segundo and the El Segundo Police Support Services Employees Association

This side letter memorializes an agreement reached between the City of El Segundo and the El Segundo Police Support Services bargaining unit represented by California Teamsters Local 911 to reflect an agreement regarding the terms and conditions of employment for members of the bargaining unit. All other terms and conditions of the 2007 – 2010 Memorandum of Understanding shall remain in full force and effect.

The parties agree to the following:

- 1) Any reference to animal control duties in the Police Service Officer I class specification does not apply to the following personnel: Julio Martinez, Dean Sumi, Paul Saldana or Jan Mitsuda. However, if any of the listed personnel choose to perform animal control duties this side letter agreement would not preclude them from doing so. Nor does it preclude any of the listed personnel from promoting to the Police Service Officer II classification once they have met the minimum qualifications.
- 2) The City agrees to continue the Police Department’s current practice of not scheduling employees in the job classification of Police Assistant I/II to work on Thanksgiving Day or Christmas Day. This practice is subject to the emergency and/or operational needs of the Department.

For the El Segundo
Police Support Services
Employees Association

For the City
of El Segundo

Date: _____

Date: _____

EXHIBIT 1

SALARY SCHEDULE

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ADOPTING THE
MEMORANDUM OR UNDERSTANDING BETWEEN THE
CITY OF EL SEGUNDO AND THE EL SEGUNDO POLICE
SUPPORT SERVICES EMPLOYEES' ASSOCIATION
BARGAINING UNIT**

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

SECTION 1: The City of El Segundo ("City") previously entered into a memorandum of understanding ("MOU") with The El Segundo Police Support Services Employees' Association ("PSSEA"), a recognized employee organization, for the term of October 1, 2022 to June 30, 2026.

SECTION 2: Representatives from the City and PSSEA met and conferred in good faith to reach an agreement on wages, benefits, and other terms and conditions of employment, which are memorialized in the MOU between the City and PSSEA attached hereto as "Exhibit A" and incorporate herein by this reference.

SECTION 3: The POA ratified said agreement on June 14, 2023.

SECTION 4: Staff is authorized to implement all terms and conditions of the MOU between the City and PSSEA.

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions, and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 6: This Resolution will become effective immediately and will remain effective unless repealed or superseded.

PASSED AND ADOPTED RESOLUTION NO. _____ this 20th day of June, 2023.

Drew Boyles,
Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 20th day of June, 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EL SEGUNDO

AND

**EL SEGUNDO POLICE SUPPORT SERVICES
EMPLOYEES' ASSOCIATION**



Term: October 1, 2022 through June 30, 2026

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**MEMORANDUM OF UNDERSTANDING (“MOU”)
BETWEEN
THE CITY OF EL SEGUNDO (“CITY”)
AND
THE POLICE SUPPORT SERVICES EMPLOYEES ASSOCIATION (“PSSEA”)**

ARTICLE 1 - INTRODUCTION

SECTION 1. Preamble

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into between the Police Support Services Employees Association, hereinafter referred to as “Union” or PSSEA, and the management representatives of the El Segundo City Council, hereinafter referred to as the “City”, pursuant to the California Government Code Section 3500 *et seq.*

SECTION 2. Recognition

The City hereby confirms its recognition of the Union as the exclusive representative of employees in the Police Department support services bargaining unit, and agrees to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by the law. The appropriate unit represented by the Union is generally described as all full time permanent Police Department support services non-sworn shift schedule employees.

This recognition of the Union shall not be subject to challenge except as provided under the provisions of the City's Employer-Employee Organization Relations Resolution #3208.

The list of classes within the bargaining unit is attached to this MOU as Appendix A.

SECTION 3. Term

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and the benefits contained herein are given in consideration for the various provisions contained herein which may be a change in the prior employment practices of the City. Further, it is mutually agreed that this Memorandum of Understanding shall commence upon Council adoption for the term October 1, 2022 to June 30, 2026.

SECTION 4. Complete Agreement

This MOU contains all of the covenants, stipulations and provisions agreed upon by the parties regarding terms and conditions of employment. Therefore, for the life of this Agreement, neither party shall be compelled to meet and confer with the other party concerning any mandatory meet and confer issue which is covered by this Agreement, except as provided by Article 6, Section 5.

SECTION 5. Implementation of Agreement

This MOU shall be jointly presented to the El Segundo City Council for implementation along with all the ordinances, resolutions and such other additional actions as may be necessary to

implement the provisions of this MOU. If the City Council fails to adopt the necessary ordinances and resolutions in order to implement this MOU, the parties shall meet and confer.

SECTION 6. Non-Discrimination

Neither the City nor the Association shall discriminate against any employee because of race, color, age, religion, creed, national origin, ancestry, sex, gender, sexual orientation, medical condition, genetic information, marital status, any other protected category under the law, as well as Association activities in any matter.

ARTICLE 2 - COMPENSATION

SECTION 1. Compensation Adjustments

A. Equity Adjustments

Based on a review of the salary and benefits (*i.e.*, total compensation) provided to comparable positions in the cities of Culver City, Gardena, Hawthorne, Hermosa Beach, Inglewood, Manhattan Beach, Redondo Beach, Santa Monica, Torrance, and Los Angeles and the County of Los Angeles, the City shall provide the following salary increases to employees:

Retroactive to October 1, 2022, base salary for the following classification shall be increased according to the percentage amounts provided below.

<u>Classification</u>	<u>Adjustment</u>
Crime Scene Investigator I	5.10%
Crime Scene Investigator II	7.05%
Police Assistant I	6.89%
Police Assistant II	7.13%
Police Service Officer I	3.19%
Police Service Officer II	3.97%

The adjustments to the six (6) classifications above shall occur prior to the application of any across-the-board cost-of-living adjustments, provided below.

B. Cost of Living Adjustments

The City shall provide the following salary increases to employees:

1. Retroactive to October 1, 2022: Increase base salary by two percent (2.0%)
2. Effective the pay period which includes July 1, 2023, the base salary of each affected employee shall be increased by two percent (2.0%); and

3. Effective the pay period which includes July 1, 2024, the base salary of each affected employee shall be increased by two percent (2.0%); and
4. Effective the pay period which includes July 1, 2025, the base salary of each affected employee shall be increased by two percent (2.0%)

Attached to this MOU as Appendix B and incorporated herein by reference, are the base salaries as reflected in the above provisions of Article 2, Section 1.

- C. The retroactive payments provided to employees as described in Subsections A and B of the Section will also include increases to the overtime payments and differential payments provided by the City to employees who worked overtime or assignments qualifying them for differential pay during the period between October 1, 2022 and the date that this MOU is adopted by the City Council.

SECTION 2. Ratification Bonus

The City shall provide a one-time ratification bonus in the amount of \$2,000 to each employee in the bargaining unit who is employed by the City at the time that the MOU is ratified by the Association.

The City shall provide the bonus in the first full pay period following the adoption of the MOU by the City Council.

SECTION 3. Salary Table Step Advancement

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 their first six (6) months' service.

The advancement of an employee from Steps B, C, and D shall be on the employee's one (1) year anniversary date in the step subject to the limitation of Section F, below, and the advancements therefrom shall be on the anniversary date of the employee.

Step E contemplates continued service in such classification until further advancement is indicated by reason of longevity.

SECTION 4. Accelerated Salary Step Advancement

Accelerated salary step advancement is intended to recognize employees whose job performance is exemplary and consistently exceeds normal expectations for their current step.

Prior to an employee completing one (1) year of service at their current step, an employee whose performance is exemplary and consistently exceeds normal expectations for their current step may be eligible to receive accelerated salary step advancement to a higher salary step, so long as the employee has not yet reached the top step of their salary range.

Recommended accelerated salary increases shall be in whole percentages ranging from 1-5%. An employee may receive more than one salary step advancement, but in most cases the total granted shall not exceed 5% in a twelve (12) month period.

In order to be eligible for accelerated salary step advancement, the employee's supervisor or manager must recommend such advancement to the responsible Department Head. The supervisor or manager shall submit a written report on the prescribed form to the appropriate Department Head.

The Department Head shall submit the form to the Director of Human Resources, indicating whether they agree with the supervisor or manager's recommendation and providing additional comments, if necessary.

The Director of Human Resources shall submit the form to the City Manager, indicating whether the recommendation conforms to the City-wide criteria for accelerated step advancement.

SECTION 5. Class Series Classifications

The following classifications listed below shall be described as class series classifications and employees in such classifications shall be paid according to one of two salary ranges assigned to each of these classifications depending on whether the employee is designated as Level I or Level II employee:

1. Police Assistant I/II
2. Police Service Officer I/II
3. Crime Scene Investigator I/II

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

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

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

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

1. Length of service at Level I;

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

In order to effectuate the advancement from Level I to Level II, the immediate supervisor shall prepare a memo for approval by the Department Head, which is sent to the Director of Human Resources, or their designee, and processed through a Personnel Action Form ("PAF"). The Director of Human Resources or their designee shall review and approve the PAF and authorize the employee's advancement and change in status from Level I to Level II.

Whenever an employee's status changes from Level I to Level II, such employee shall be compensated at the lowest rate of compensation provided for in the higher Level II salary range which exceeds by not less than five percent (5%) the rate of compensation received by said employee at the time of assignment to Level II. While occupying a position assigned to a class series classification, an employee shall serve only one probation period.

- A. Longevity Pay - Employees to whom this Section applies who are eligible to receive longevity pay shall receive longevity pay based upon an overall rating of "standard" or higher as determined by the employee's performance evaluation. If the employee fails to qualify for longevity pay because of failure to have attained a "standard" or higher rating, and the employee's overall performance subsequently improves to at least a "standard" level, the longevity pay increase shall be granted upon the issuance of a satisfactory performance report.
- B. Step Advancement - Anniversary Date - An employee advanced from any range to another range of the Basic Salary Schedule shall receive a new anniversary date which is the date of the change. The provision of a new anniversary date is not intended to effect the employee's seniority. The City shall provide the increase in compensation associated with the step advancement for the pay period during which the anniversary occurs. Other changes in salary shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System Ordinance or the Personnel Rules and Regulations. The City reserves the right, at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee, subject to meet and confer with the Union. Notwithstanding the above, an employee in a classification under Section C shall not be assigned a new anniversary date when they are advanced from Level I to Level II in that same classification.

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

SECTION 6. Payroll Direct Deposit

Payroll is distributed bi-weekly (*i.e.*, 26 times per year).

The City shall electronically deposit employees' paychecks directly into a savings or checking account designated by the employees.

Employees shall be responsible for providing the Finance Department with the correct transit routing and account information.

Additional Compensation

SECTION 7. Temporary Assignment to Higher Classification

An employees who is qualified to work in a higher classification or position shall receive an increase to their salary rate, as described below, for the duration of their assignment to and service in such classification or position under the following conditions: (1) The City requires that the employee serve for not less than ten (10) days in the higher classification or position and that the employee be responsible for performance of the work of such classification or position; and (2) The City Manager approves the employee's temporary assignment to and service in such classification or position.

During such assignment, the employee shall be placed at the lowest step in the higher class or position that provides for a base salary not less than five percent (5%) above the employee's base salary.

Temporary assignments shall be limited to 960 hours per fiscal year.

For purposes of calculating the amount of time that an employee serves in a probationary status following promotion to a higher classification or position, the City shall recognize and credit an employee who serves in a higher classification or position during a temporary assignment with a deduction to the time that the employee must serve in a probationary status. The City shall credit the employee with the days served in the higher classification or position, and shall make a comparable reduction to the number of days that the employee must serve in a probationary status following promotion to the higher classification or position. The City will not credit the employee for any time spent on unpaid leave or extended paid leave during their temporary assignment. For this purpose, the Parties agree that "extended paid leave" means leave that exceeds one week.

SECTION 8. Standby Duty

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

The City requires that standby duty employees adhere to the following:

1. Be reachable by a cellular phone or other device. The City may, in its discretion, provide a cellular phone or other device to an employee assigned to standby duty for purposes of responding to requests to return to duty.
2. Be ready to respond immediately when reached by the City.
3. Be able to report to duty within one (1) hour of being contacted by the City.
4. Refrain from activities which might impair their ability to perform assigned duties, including but not limited to, consuming any alcoholic beverage, illicit drug or medication capable of impairing one's mental or physical faculties.
5. Respond to any call back during the assigned standby period. As with any City equipment, any device assigned to an employee is the responsibility of the employee during the standby assignment. The employee is liable for any loss of or damage to the device which is caused by the employee's negligence or intentional acts.

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

For each period of standby duty, employees shall be provided two (2) hours of pay per day. Employees recalled to duty shall receive a minimum of four (4) hours of recall pay, as provided in Section 15 below.

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

SECTION 9. Educational Incentive Pay

Bargaining unit members hired after October 1, 2014 shall not be eligible for the Education Incentive Pay.

Eligible employees shall be entitled to receive educational incentive pay as described below.

In order to qualify for educational incentive pay an employee must satisfy the following conditions: (1) Work in a job classification that does not require a bachelor's degree or higher degree in order to qualify for the classification, and (2) Receive a degree from an accredited college or university in one (1) of the majors of public administration, business administration, criminal justice, or other job-related major, which had been approved by the employee's Department Head, in writing.

Following the employee's submission of documentation to their Department Head that they are qualified to receive educational incentive pay, the City will provide the employee such pay starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay. In the event that the Department Head does not certify the employee's qualification to receive such pay in order for the employee to receive such pay the next full pay period, the City will provide the employee retroactive pay to the first full pay period following the employee's submission of documentation to their Department Head that they are qualified to receive such pay.

The City will provide educational incentive pay at the following rates based on the employee's job classification:

Police Assistant I	Associate Degree	\$43.65/pay period
	Bachelor Degree	\$87.30/pay period
Police Assistant II	Associate Degree	\$48.18/pay period
	Bachelor Degree	\$96.37/pay period
Police Service Officer I	Associate Degree	\$52.52/pay period
	Bachelor Degree	\$105.03/pay period
Police Service Officer II	Associate Degree	\$57.97/pay period
	Bachelor Degree	\$115.94/pay period

Effective March 30, 2019, a Crime Scene Investigator I/II hired before May 10, 2014, shall be eligible for educational incentive pay if:

1. The employee has been awarded a bachelor's degree; and
2. Was awarded such degree in one of the majors of public administration, business administration, criminal justice or other job-related major, which has been approved by the Department Head, in writing prior to admission of the specific employee into that major:

Crime Scene Investigator I	\$105.03/pay period
Crime Scene Investigator II	\$115.94/pay period

SECTION 10 Bilingual Pay

An employee who demonstrates conversational and written fluency in a language other than English that is approved by their Department Head and who is assigned duties in which such language skills are regularly used shall be entitled to bilingual pay as described below.

In order to determine the employee's proficiency in the language, the City will utilize a standardized, industry-accepted test (e.g., Berlitz, Inc.).

Following the employee's submission of documentation to their Department Head that they are qualified to receive bilingual pay, the City will provide the employee such pay starting the next full pay period after the Department Head certifies that the employee is qualified to receive such pay. In the event that the Department Head does not certify the employee's qualification to receive

such pay in order for the employee to receive such pay the next full pay period, the City will provide the employee retroactive pay to the first full pay period following the employee's submission of documentation to their Department Head that they are qualified to receive such pay.

The City will provide bilingual pay at the rate \$73.40 per pay period.

SECTION 11. Longevity Pay

Bargaining unit members hired after October 1, 2014 shall not be eligible for the Longevity Pay.

The City will provide longevity pay to an employee starting the full pay period that includes the employee's twentieth (20th) anniversary date with the City.

Eligible employees shall be entitled to the following longevity pay based on full-time, job related law enforcement experience:

Police Assistant I

Completion of 5 years of service	\$26.19/pay period
Completion of 10 years of service	\$52.38/pay period
Completion of 15 years of service	\$122.08/pay period
Completion of 20 years of service	\$152.79/pay period

Police Assistant II

Completion of 5 years of service	\$28.91/pay period
Completion of 10 years of service	\$57.82/pay period
Completion of 15 years of service	\$134.92/pay period
Completion of 20 years of service	\$168.65/pay period

Police Service Officer I

Completion of 5 years of service	\$31.51/pay period
Completion of 10 years of service	\$63.02/pay period
Completion of 15 years of service	\$147.05/pay period
Completion of 20 years of service	\$183.81/pay period

Police Service Officer II

Completion of 5 years of service	\$34.78/pay period
Completion of 10 years of service	\$69.56/pay period
Completion of 15 years of service	\$162.31/pay period
Completion of 20 years of service	\$202.89/pay period

Crime Scene Investigator II

Completion of 5 years of service	\$36.63/pay period
Completion of 10 years of service	\$69.56/pay period
Completion of 15 year of service	\$162.35/pay period
Completion of 20 years of service	\$202.89/pay period

The City shall report to PERS longevity Pay provided to employees.

SECTION 12. Training Pay

If a Police Services Officer or a Police Assistant is assigned to perform training, the City will provide the employee a four and one-half percent (4.5%) increase their base salary while assigned to perform such training.

Employees assigned to perform training shall indicate on their time cards the number of hours that they spent performing training.

SECTION 13. Differential Pay

- A. Shift Differential – Employees shall be entitled to shift differential pay of 5% for swing shift and 8% for graveyard for the total number of hours worked during any shift when a minimum of four (4) hours of an employee's shift occurs during the swing shift (shift begins on or after 1000 hrs.) or graveyard shift (shift begins on or after 1800 hrs.), as applicable. Shift Differential pay shall apply to both scheduled and non-scheduled shift work assignments which include voluntary and mandatory overtime assignments. Employees whose work hours extend into the swing or graveyard shifts due to overtime, shall be paid the applicable shift differential pay for the actual number of hours worked during the swing or graveyard shifts, in addition to the overtime compensation.

Employees may not work the same bid shift for more than 18 months.

- B. Animal Control Differential – Employees in the Police Service Officer I classification who are specifically assigned to perform “animal control” duties during a shift, who perform “animal control” duties on an emergency basis during a specific shift, or who perform “animal control” duties during a specific shift when no employee is specifically assigned to perform “animal control” duties shall receive differential pay in the amount of twenty dollars and twenty-six cents (\$20.26) for each shift in which they meet any of these qualifications.

SECTION 14. Uniform Allowance and Replacement

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

1. Police Service Officer I/II, Crime Scene Investigator I/II, and Police Assistants I/II \$9.23 per pay period of active duty.
2. Newly appointed Police Service Officers I/II shall be provided with a uniform advance of \$110, at the time of appointment.
3. The City reserves the right to provide uniforms in lieu of the allowances provided for herein.

Affected employees occupying the classifications of Police Service Officer I/II, Crime Scene Investigator I/II and Police Assistant I/II shall have unserviceable uniforms replaced by the City by means of the replacement policies and procedures applicable to sworn uniformed City police personnel. Said replacement policy shall be in addition to any uniform maintenance allowance paid to affected employees.

SECTION 15. Promotions

In all cases where an employee promoted to a classification in 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 (5%) the base rate of compensation, excluding special assignment pay, received by said employee is such given classification at the time of such promotion, unless otherwise approved by the Department Head. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his regularly assigned subordinate's base rate, the supervisor's base rate shall be advanced to a step in their salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

SECTION 16. Promotional Examinations

For the purpose of interpreting Chapter 6, Personnel Merit System, Section 1-6-9 (B) of the El Segundo Municipal Code, entitled "Examinations", the City agrees that a "sufficient number" shall be three (3) eligible, qualified applicants who have indicated an interest in a particular promotion in writing to the Director of Human Resources

Examinations may be specified by the Personnel Officer, as promotional only, as open competitive only, or as both open competitive and promotional.

WORK SCHEDULES

SECTION 17. Assignment of Work Schedule

- A. Employees shall either work a 3/12 or a 4/10 work schedule depending on their classification.
- B. The Department may assign an employee in the Police Assistant I/II or Police Service Officers I/II classification to a work schedule sufficient to provide the Department coverage 24 hours per day and seven (7) days per week.
- C. The Department may assign employees in the Crime Scene Investigator I/II classifications to a work schedule sufficient to provide coverage during the regular business hours of the Department.
- D. If operational needs require and the change in work schedule is intended to be permanent, the Department may assign employees to work a different schedule.

In the event of such a change to an employee's work schedule, the Department shall provide the Association and the affected employee with 30 days' notice prior to the implementation of such a change. Such notification shall provide a description of the operational need

requiring the change to the employee's work schedule.

SECTION 18. Lunch Periods

The City may require that employees perform work duties during their lunch periods. Consequently, the City will compensate employee for such time in accordance with this MOU, City Rules and Regulations and other applicable statutory requirements.

SECTION 19. Recall Pay

Employees who are required to return to work in-person other than during the employees' regularly scheduled hours of work shall be credited with a minimum of four (4) hours work.

Employees who are required to return to work for purposes of participating in a virtual meeting (e.g., Zoom, Teams, etc.) other than during the employees' regularly scheduled hours of work shall be credited with a minimum of two (2) hours work.

The recall time and pay shall be included in the work period during which the recall work was performed for purposes of calculating overtime.

SECTION 20. Training Recall Pay

Employees who are required to return to train at a time other than their scheduled work day or are required to arrive to work for training at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work.

Employees who are required to participate in a virtual training (e.g., Zoom, Teams, etc.) other than during the employees' regularly scheduled hours of work shall be credited with a minimum of two (2) hours work.

OVERTIME

SECTION 21. Overtime Distribution

The City shall assign overtime work as equitably as possible among all employees who are in the same classification and the same organizational unit.

To the extent possible, the City shall assign overtime to individuals who volunteer for such assignments.

However, in making overtime assignments, the City may consider special skills required to perform particular work.

SECTION 22. Overtime Authorization

Employees must receive direction or approval to work overtime.

However, employees who are engaged in a safety-sensitive assignment that cannot be abandoned may continue performance of such assignment without prior approval to work overtime.

SECTION 23. Overtime

- A. Overtime Calculation – An employee who is required to work more than forty (40) hours during any given work week shall be compensated at the rate of one and one-half times their regular rate of pay. The City, for purposes of calculating overtime pay, shall not count sick leave or vacation time taken as hours worked.

Reimbursable overtime and forced hire overtime are not subject to the sick and vacation paid leave time exclusion noted above. Forced hire overtime is defined to mean when an employee is required/recalled to return to work by the department. The Supervisor will release a recalled/rehired 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.

- B. Regular Rate of Pay - 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 Fair Labor Standards Act (“FLSA”). Therefore, as used in this MOU, the “regular rate of pay” is the total inclusive compensation 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.
- C. Designated Work Week - For FLSA purposes, the City establishes the following workweeks for employees in this bargaining unit as described in Article 2, Section 15:
1. For employees who are assigned to a 3/12 work schedule, the workweek shall begin four (4) hours into the eight (8) hour shift that they are scheduled to work such that no consecutive seven (7) day period shall exceed forty (40) hours.
 2. For employees who are assigned to a 4/10 work schedule, the workweek shall commence at 8:00 am on Monday and conclude at 7:59 am the following Monday.
- D. Definition of Hours Worked - For purposes of calculating overtime pay the City will include holiday leave as time worked.

The City will not consider the following non-working time as time worked for purposes of calculating overtime:

1. Utilization of non-paid leaves of absence (e.g., leave without pay);
2. Travel time to and from the work site when reporting for required work or training;
3. All time in off-duty voluntary training assignments (e.g., homework, study time, meal time, sleep, etc.);
4. All off-duty travel; or
5. All time for personal preparation and clean up, excluding donning and doffing uniforms required for the performance of job duties.

SECTION 24. Compensatory (“Comp”) Time

- A. Employee may accumulate no more than one-hundred twenty (120) hours of accrued compensatory time off (“CTO”).
- B. Requests for the use of CTO by the employee shall be granted within a reasonable period of time following the request, unless the request would unduly disrupt operational needs.
- C. Employees may use CTO in conjunction with vacation with the prior approval of the Department Head.
- D. Employees may cash in accrued compensatory time, once per calendar year, at the employee’s current base rate of pay, by notifying the payroll division of their intent to do so no later than November 20th. Payment to the employee will be made on or about the 10th of December.
- E. Upon separation or death, employees shall receive payment for one hundred percent (100%) of their accumulated compensatory leave. CTO payouts shall be paid at the employee's base salary hourly rate of pay.

SECTION 25. Court On-Call Pay

- A. Except as set forth below, off-duty employees who are placed in an on-call status for court during either the morning or the afternoon session will receive three (3) hours of paid overtime at a rate of time and one-half their regular rate of pay as defined in this MOU for each session the employee is in an on-call status. Off-duty personnel who are placed in an on-call status for court during both the morning and the afternoon sessions will receive six (6) hours of paid overtime at a rate of time and one-half their regular rate of pay.

Employees will not receive on-call pay if they are:

- 1. Called into court that session (in which the employee will receive call-back pay).
 - 2. Ordered to report to work
 - 3. Already receiving pay from the City for any other reason (e.g., administrative leave, etc.).
- B. Employees shall not have the option of reporting to work in lieu of being in an on-call status.
- C. Employees who are in an on-duty status are not eligible for court on-call pay.
- D. Employees entitled to court on call pay shall accrue “limited use” time off in lieu of pay.

SECTION 26. Court Call-Back Pay

- A. An employee called into court while off-duty shall be paid overtime for all time served plus travel time or three (3) hours at time and one-half, whichever is greater. “Off-duty” for the purposes of this section means the officer is not on duty, on paid administrative leave, on

paid IOD leave, or being paid for any other reason.

- B. Employees entitled to court on call pay shall accrue “limited use” time off in lieu of pay.

ARTICLE 3 - BENEFITS

SECTION 1. Health Insurance

- A. Health Insurance Coverage: Employees receive coverage under a Public Employees' Medical and Hospital Care Act (“PEMHCA”) plan administered by the Public Employees' Retirement System (“PERS”).

Employees who elect to be covered under such plan may choose between Health Maintenance Organization (“HMO”) and indemnity medical coverage plans.

- B. City Health Contribution: The City will contribute both the minimum amount required under Government Code section 22892 and a supplemental amount under PEMHCA to cover certain costs associated with the premiums associated with the coverage for the employee and their eligible dependent(s)' medical costs.

The City's maximum contributions shall be as follows:

1. Effective January 1, 2023, the City will contribute \$1,700 per member per month for employee health insurance coverage;
2. Effective January 1, 2024, the City will contribute \$1,750 per member per month for employee health insurance coverage;
3. Effective January 1, 2025, the City will contribute \$1,800 per member per month for employee health insurance coverage; and
4. Effective January 1, 2026, the City will contribute \$1,850 per member per month for employee health insurance coverage; and

An employee shall be responsible for any employee premium amount that exceeds the City contribution amount described above. The City will deduct such amount from the employee's paycheck through a pre-tax payroll deduction.

The City no longer provides employees who opt out of health coverage under the City plan the option to receive cash in lieu of such coverage.

SECTION 2. Dental Insurance

The City provides fully paid dental insurance for the employee and all eligible dependents, subject to the limitations as set forth in Article 3, Section 10.

SECTION 3. Vision Insurance

The City provides fully paid vision insurance for the employee and all eligible dependents, subject to the limitations as set forth in Article 3, Section 10.

SECTION 4. Flexible Spending Account

Pursuant to applicable law, the City allows for employees to use pre-tax contributions to their Flexible Spending Account ("FSA") to pay for qualifying expenditures, including but not limited to employee paid insurance premiums, non-reimbursed medical expenses and dependent care expenses.

Participation in the FSA program is voluntary.

SECTION 5. Retiree Health Insurance Contribution

For bargaining unit members who possess five (5) years' CalPERS service credit, the City shall make a contribution for use towards the medical costs of the employee and their eligible dependents equal to that amount described in Article 3, Section 1, Subdivision B above.

A former employee shall be responsible for any premium amount that exceeds the City's maximum contribution. The former employee will pay the additional amount owed through their CalPERS annuity. The City's maximum per month contribution outlined in Article 3, Section 1, Subsection B includes the PEMHCA minimum contribution required under Government Code section 22892. As required by Government Code section 22892(b), the City's contribution will be an equal amount for both employees and retirees.

SECTION 6. Retiree Dental and Vision

Upon retirement, an employee and their spouse, registered domestic partner, and/or their eligible dependents who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans, but shall be responsible for full payment of the associated insurance premiums.

In order to be eligible to be covered by such plans, the retiring employee and their spouse, registered domestic partner, and/or and their eligible dependents must be actively enrolled in the plan(s) under which they are seeking continued coverage.

If, upon retirement, the employee declines continued coverage under either plan, they may not enroll at a later time.

SECTION 7. Long Term Disability ("LTD") Insurance

The City provides employees with a fully paid long term disability insurance policy which allows continuance of two-thirds (2/3) of the first \$9,750 of the employee's monthly salary with a maximum monthly benefit of \$6,500.

The policy applies to non-job-related injuries and illnesses.

Benefits are payable following a sixty (60) day waiting period.

The maximum benefit period may vary depending on the employee's age at the time of the disabling injury or illness.

SECTION 8. State Disability Insurance (“SDI”) Program

The City provides employees the opportunity to access State Disability Insurance (“SDI”) through the Employment Development Department (“EDD”).

All actual costs associated with participation in the SDI Program will be the responsibility of employees.

SECTION 9. Life Insurance

The City will provide a \$50,000 Basic Life Insurance policy for each employee.

SECTION 10. Dental, Vision and Life Insurance Contribution

The City's aggregate contribution for current dental, vision and life insurance for the term of this agreement shall be set and fixed at \$184.25 per month.

The City shall provide vision benefits for each employee and the employee's eligible dependents.

Within the monthly contribution cap currently established for dental, vision and life insurance coverage, the City's monthly contributions toward dental and life insurance coverage shall be made after the City makes its contribution to provide vision benefits for an employee and their dependents.

SECTION 11. Retirement

A. Employees who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”) (those members shall be referred to as “classic members”) are enrolled in either the California Public Employees’ Retirement System (“CalPERS”) retirement plans commonly referred to as the 2% at age 55 retirement plan (“Tier I”) or the 2% at age 60 retirement plan (“Tier II”) and shall be provided the benefits described below:

Tier I: Employees hired before November 6, 2012 shall be eligible for the following retirement benefits:

1. 2% at age 55 retirement formula;
2. Retirement benefits based on the employee's single highest compensation earnable for one (1) year.
3. Pre- and Post-Retirement Death Benefits; and
4. Public Agency Retirement System (“PARS”) Retirement Enhancement Plan, generally described as one-half percent (0.5%) at age 55 for all employees hired on or prior to December 31, 2012.

To be eligible, employees must be satisfy the following conditions: (1) be hired by the City for a position within the bargaining unit before October 1, 2012; (2) be at least age fifty-five (55) at the time of retirement; (3) have fifteen (15) years of full-time continuous

service to the City; and (4) retire from the City.

This benefit will be paid to qualified retirees in addition to any CalPERS benefits to which they are entitled, as described above.

Pursuant to a side letter between the City and PSSEA entitled, "Public Agency Retirement System Retirement Enhancement Plan ('PARS')" and the November 3, 2015 Resolution adopting "The City of El Segundo Public Agency Retirement System (PARS) retirement Enhancement Plan (as Amended and Restated Effective October 31, 2015) ("Plan Amendment)", the City and PARS Retirement Enhancement Plan participants have agreed to discontinued the PARS Retirement Enhancement Plan such that participants will no longer be eligible for retirement enhancements and will no longer be obligated to make contributions to fund the Plan.

Employees shall pay the full eight percent (8%) of their PERSable compensation towards the CalPERS member contribution. Until such time as the City's contract with CalPERS is amended pursuant to the Government Code to reflect that employees are contributing the full eight percent (8%), the City will treat one percent (1%) of the cost-share described here as an employer contribution rather than an employee contribution.

Employee contributions shall be deducted on a pre-tax basis to the extent permitted by federal and/or state law and regulations.

Tier II: Employees hired between November 6, 2012 and December 31, 2012 who were not existing CalPERS members at the time of their hiring shall be eligible for the following retirement benefits:

1. 2% at age 60 retirement formula;
2. Retirement benefits based on the highest compensation earnable for one (1) year;
3. Pre- and Post-Retirement Death Benefits.

Employees shall pay the full eight percent (8%) of their PERSable compensation towards the CalPERS member contribution. Until such time as the City's contract with CalPERS is amended pursuant to the Government Code to reflect that employees are contributing the full eight percent (8%), the City will treat one percent (1%) of the cost-share described here as an employer contribution rather than an employee contribution.

Employee contributions shall be deducted on a pre-tax basis to the extent permitted by federal and/or state law and regulations.

- B. Tier III: Employees hired on or after January 1, 2013 and who meet the definition of "new member" under PEPPRA are enrolled in the following retirement plan ("Tier III") and shall be provided the benefits described below:

Tier III: Employees hired on or after January 1, 2013 shall be eligible for the following retirement benefits:

1. 2% at age 62 retirement formula;

2. "Final compensation" based on the employee's highest average annual "pensionable compensation" earned by the member during a period of at least thirty-six (36) consecutive months and their retirement benefits shall be calculated based on "pensionable compensation" rather than "compensation earnable";
3. Pre- and Post-Retirement Death Benefits.

Employees shall individually pay a Member CalPERS contribution rate of fifty percent (50%) of the normal cost rate for the Defined Benefit Plan in which the "new member" is enrolled as may be adjusted by CalPERS per PEPRA.

C. All retirement plan benefits shall be integrated with Social Security.

SECTION 12. Workers' Compensation Provisions

A. Permanent employees who sustain job-related injuries or illnesses that are compensable under the California Workers' Compensation Laws shall be entitled to receive:

1. Seventy-five percent (75%) of the employee's regular salary for any so-called waiting period provided for in the Workers' Compensation Laws.

However, to the extent that an employee is physically injured in the line of duty while involved in animal control, or the detention, transportation, or any other interaction with an inmate/detainee and such injury results in loss of time, the City shall ensure that the employee receives that one hundred percent (100%) of their regular compensation during the first thirty (30) calendar days following the injury, whether through Workers' Compensation or otherwise. No employee shall receive more than their regular compensation.

2. Thereafter, for a period of up to (1) one year, or until earlier retirement on disability pension or a finding of permanent and stationary disability by a medical doctor, the difference between seventy-five percent (75%) of the employee's regular monthly salary and the amount of any temporary disability payments under the California Workers' Compensation Laws. Such payment shall cease when the employee receives a permanent disability award or is physically able to return to work.
3. These payments shall be provided without deductions for State or Federal Income Taxes to the extent allowable by the Internal Revenue Service.

B. In order for an employee to be posted in the payroll book as being off-duty due to an job-related injury or illness, the employee must have been injured on-duty or contracted an illness determined to be work related, sent to the appropriate doctor, and relieved of further duty for a period of time specified by the examining doctor. Until such certification is made, employees shall be posted as being off sick and upon such certification shall have their sick time restored.

SECTION 13. Education Reimbursement Program

The City may provide employees who complete work-related college courses with a grade of "C" or better up to \$2,000 per calendar year for the cost of tuition and books.

In order to qualify for receipt of such funds the employee must obtain either pre-authorization or approval for reimbursement from their Department Head, Human Resources Director and the City's Chief Financial Officer, or such employees' designees.

Employees who participate in the reimbursement program must provide a copy of their grade(s) for verification and execute an agreement which provides for the following:

Educational Reimbursement – “I certify that I successfully completed the course(s), and received a grade of ‘C’ or better. Further, I agree to refund the City or have deducted from my final paycheck any educational reimbursement funds received under this program if I should leave the City’s employment, voluntarily or through termination, with cause, within one (1) year after the completion of the course work for which I am to receive reimbursement, in accordance with the following schedule.

Below is the reimbursement schedule for the full months worked between the employee’s completion of the course for which they are being reimbursed and their last day of employment with the City and the percentage of the total reimbursement to be refunded to the City.

Months Worked between Date the Course was Completed and the Final Day at Work	Percentage to be Refunded to the City (%)
1	100
2	100
3	90
4	80
5	70
6	60
7	50
8	40
9	30
10	20
11	10
12	0

New hires are ineligible to participate in this program until they pass probation.

SECTION 14. Employee Assistance Program (“EAP”)

The City provides employees and immediate family members’ confidential assistance, referrals, and counseling through the EAP. The program is designed to provide professional assistance and support to help employees and their families resolve problems that affect or may affect their personal or professional lives.

The City shall provide the basic level of EAP service to employees at the cost incurred by the City for participation in such program.

Basic level includes three (3) session per member per incident per year.

ARTICLE 4 – LEAVES AND ABSENCES

SECTION 1. Vacation Accrual

Employees shall accrue vacation leave at the following rates depending on their years of service to the City:

Years of Continuous Service with the City	Annual Accrual Rate	Accrual Per Pay Period	Maximum Permissible Accrual
0 - 5 years	108 hours	4.15 hours	216 hours
6 - 10 years	132 hours	5.08 hours	264 hours
11 - 15 years	156 hours	6.00 hours	312 hours
16 + years	188 hours	7.23 hours	376 hours

SECTION 2. Vacation Accrual Cap

Employees may accrue up to two (2) years of vacation leave at their current annual accrual rate.

Effective three months after the adoption of the MOU by the City Council, the City will impose a hardcap on vacation accrual such that no employee shall be permitted to accrue vacation in excess of twice their annual accrual rate. Any employee who has accrued, but unused, vacation in an amount that exceeds that amount will forfeit the amount of vacation in excess of the hardcap.

SECTION 3. Vacation Use

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

All vacation shall be taken at such times as are agreeable to the head of the department and approved by the City Manager or designee.

SECTION 4. Vacation Cash Out – Active Employees

- A. Qualification for Vacation Cash Out: An employee who has completed one (1) year of service qualifies for vacation cash out.
- B. Cashout Process in 2023: In calendar year 2023, a qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described in Article 4, Section 1, While employees may elect to exercise this option not more than twice in calendar year 2023, the cumulative amount of vacation leave cashed out may not, in aggregate, exceed total amount of vacation leave that the employee can accrue in a year.
- C. Election Process: A qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described in Article 4, Section 1.

On or before December 15, 2023 and every December 15th thereafter, a qualified employee who elects to cash out some or all of their accrued vacation for the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).

The employee shall provide the following information as part of their election: (1) The total number of hours of vacation leave that the employee will accrue between January 1 and June 30 in the following calendar year based on their annual accrual rate based on their years of service; (2) The total amount of accrued vacation leave that the employee wants to cash out in July of the following calendar year (The cash-out amount must be equal to or less than the amount accrued between January 1 and June 30); (3) The total number of hours of vacation leave that the employee will accrue between July 1 and December 31 in the following calendar year based on their annual accrual rate based on their years of service; and (4) The total amount of accrued vacation leave that the employee wants to cash out in December of the following calendar year (The cumulative cash-out amount must be equal to or less than the total amount accrued between January 1 and December 30).

- D. The City shall administer the cash out twice annually, starting in December 2023 and every December thereafter. The City shall make the cash outs in the first full pay period in July and December.

Such cash outs shall be paid at the employee's base salary hourly rate of pay.

- E. Regardless of the number of hours that the employee requests to cash out, the City can only cash out vacation hours that the employee has available for their use.

SECTION 5. Vacation Time Accrual - For Temporary Industrial Disability

Notwithstanding the provisions of Article 4, Section 3, employees on temporary industrial disability may accrue vacation time for longer than two (2) years.

SECTION 6. Sick Leave Accrual

Employees accrue sick leave at a rate of eight (8) hours per month.

SECTION 7. Sick Leave Cap

For employees hired after the date the City Council adopts the MOU, the City will limit the accrual of sick leave to six hundred (600) hours.

For employees hired on or before the date that the City Council adopts the MOU, the City will allow the accrual of sick leave in excess of six hundred (600) hours subject to a mandatory cash out as described below.

SECTION 8. Sick Leave Cashout

For employees hired on or before the date on which the City Council adopts the MOU, the City will cash out any accrued sick leave in excess of six hundred (600) hours on December 1 of each year. The City will provide the cash out by direct deposit.

Upon separation or death, the City shall cashout sick leave by employees as follows:

1. The City shall not provide any employee, regardless of the date of their hire by the City, cashout of accrued sick leave in the event that the City terminates such employee for cause.
2. For an employee who has been employed by the City for five (5) or more years and separates from City employment, the City shall provide the employee a cashout at an amount equal to one-half (1/2) the value of the sick leave that the employee accrued, but did not use (*i.e.*, one-half (1/2) the sick leave hours accrued, but not used, paid at the employee's base salary hourly rate of pay).
3. For an employee who has been employed by the City for five (5) or more years and separates as a result of a service retirement, disability retirement or death, the City shall provide the employee a cashout at an amount equal to the full the value of such sick leave (*i.e.*, all of the sick leave hours, accrued, but not used, paid at the employee's base salary hourly rate of pay).
4. For an employee who has not been employed by the City for at least five (5) years, but who separates from the City for whatever reason, the City shall not provide the employee any cashout for sick leave accrued, but not used.
5. For an employee who separates from City employment for a reason other than termination prior to December 1st while maintaining an accrued balance of sick leave in excess of 600 hours, the City shall also provide the employee seventy percent (70%) of the sick leave accrued, but unused, since the preceding December 1st.

SECTION 9. Fitness for Duty

Upon the recommendation of a Department Head or their designee the Director of Human Resources may, before permitting an employee to return to work from a sick or medical leave, require a fitness for duty examination.

SECTION 10. Sick Leave to Provide Care for Family Members

Employees are eligible to utilize a maximum of half their annual sick leave accrual, or forty-eight (48) hours, of sick leave per calendar year in order to provide care to a "family member" of the employee suffering from illness or injury.

For this purpose, the term "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling, or any other "family member" recognized by Labor Code section 245.5. The term parent shall also include the parent of the employee's spouse or registered domestic partner.

For this purpose, the term "family member" also means one (1) "designated person" that the employee has identified who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship.

SECTION 11. Holidays

The City recognizes the following days as paid holidays for City employees:

1. January 1st
2. The third (3rd) Monday in January (Martin Luther King Jr. Day)
3. The third (3rd) Monday in February (President's Day)
4. The last Monday in May (Memorial Day)
5. July 4th
6. The first (1st) Monday in September (Labor Day)
7. November 11th (Veteran's Day)
8. Thanksgiving Day
9. Day After Thanksgiving Day
10. December 24th
11. December 25th
12. December 31st

SECTION 12. Holiday Pay

The City may require that employees in the bargaining unit work on the above enumerated City holidays. The City's authority to require that employees work on City holidays shall supersede any side letter agreement or past practice on this subject that may provide otherwise.

The City will provide to employees in the bargaining unit Holiday Pay in an amount equivalent to 120 hours of compensation at the employee's regular base rate of pay. The City will provide such Holiday Pay on or about the 10th of December annually.

SECTION 13. Personal Leave Day

- A. Each employee shall receive one (1) day per calendar year as a Personal Leave.

For this purpose, employees who are assigned to a 3/12 schedule shall receive 12 hours, employees who are assigned to a 4/10 schedule shall receive 10 hours. Employees on other schedules will be compensated accordingly.

- B. In the first full pay period following the adoption of this MOU by the City Council, the City shall provide employees one (1) day of Personal Leave.
- C. The City will credit employees with one (1) day of Personal Leave every January during the term of the Agreement.

- D. Newly hired bargaining unit members hired after the first of the year will also receive the Personal Leave, which the employee may use six (6) months after the employee's initial appointment date.

SECTION 14. Bereavement Leave

In the event of the death of an employee's "family member", as defined in Article 4, Section 10, but excluding the "designated person," the City shall provide the employee three (3) days paid bereavement leave and two (2) days of unpaid leave to be used with three (3) months of the date of the death of the "family member."

Employees may elect to use other forms of paid leave that they have accumulated in order to provide for their compensation while using the two (2) days of unpaid leave.

For employees who need to travel 500 or more miles from the City in order to attend services for the employee's family member, the City shall also provide two (2) additional days of paid bereavement leave in lieu of the two (2) days of unpaid leave.

SECTION 15. Emergency Leave

In the event of a personal emergency, an employees may, upon request, be permitted to use paid leave (e.g., vacation, Floating Holiday or accumulated CTO) to attend to the emergency. Employees shall not use emergency leave unless they provide notice of the personal emergency.

The City may require that the employee substantiate the circumstances surrounding the personal emergency.

SECTION 16. Catastrophic Leave

Catastrophic leave means leave for employees who are unable to work as the result of a serious injuries or illnesses and who have exhausted all of their paid leave.

The City shall administer catastrophic leave pursuant to the City of El Segundo Catastrophic Leave Bank Policy negotiated by the City and Association and revised in 2009. During the term of this Agreement, should the City adopt a Catastrophic Leave Bank Policy following a meet and confer with the Association, the City shall administer catastrophic leave consistent with that policy.

SECTION 17. Jury Duty

- A. The City will provide an employee who is required to report for jury duty or serve on a jury a leave of absence covering such service.
- B. Employee Notice: Prior to reporting for jury duty, the employee must provide written notice of the expected jury duty to their supervisor as soon as possible, but in no case later than fourteen (14) calendar days before the beginning of the jury duty.
- C. Documentation of Jury Duty: The employee must provide documentation of their daily attendance on jury duty.
- D. Paid Leave: During the first two (2) weeks of jury duty, an employee shall be entitled to

receive their regular compensation.

- E. Unpaid Leave: For any portion of jury duty that extends beyond two (2) weeks, such extended jury duty period shall be without regular pay, unless the employee elects to use paid leave accruals for such time.
- F. Reporting to Work: While on jury duty, in the event that the employee is relieved of jury obligations for three (3) or more consecutive hours, the employee must report to work.
- G. Employees relieved of jury duty for three (3) or more consecutive hours may elect to use paid leave accruals to take such time off from work, provided the employee has requested and received their supervisor's approval to do so.

ARTICLE 5 – EMPLOYER – EMPLOYEE RELATIONS

EMPLOYEE ORGANIZATION REPRESENTATIVES/ACTIVITIES

SECTION 1. Organizational Security

Employees may elect to become dues- or service fee-paying members of Union.

In the event that an employee makes such an election, the employee shall inform the Union of such decision. The Union will then certify to the City the employees who have authorized the City to deduct from their paychecks the applicable due or service fee associated with such membership.

Employees who are members on the pay date following the City Council's adoption of this Agreement or who become members after that date shall maintain their membership in the Association for the term of this Agreement.

The City will rely on the certifications from the Union concerning which employees have authorized the deductions of due or service fee associated with such membership.

SECTION 2. Union Membership

The City agrees to:

1. Provide official dues deductions for all employees who subscribe to Union membership;
2. Provide official payroll deductions for approved Union insurance and welfare plans, not to exceed five programs; and
3. Provide the Union with a list of newly hired employees in the bargaining unit within 30 days of the employee being hired.

SECTION 3. Designation of Board Members and Release Time

The Union may designate up to two (2) bargaining unit members to serve as Union representative in personnel matters.

Upon timely request and for suitable reasons, the Director of Human Resources, or their designee, shall authorize release of a designated board member from normal duties to attend to or assist in personnel matters involving Union members, unless such Union board member is needed in order to perform urgent or emergent work for the City. In the event that the designated board member is unavailable to attend to or assist in the personnel matter, another designated board member will be released for this purpose.

The City shall not withhold authorization of release time for this purpose.

In total, the City will provide the Union up to one-hundred and fifty (150) hours of paid release time to attend to or assist in personnel matters involving Union members. Such time shall not include release time for the purpose of engaging in meet and confer with the City. In the event that the Association exhausts the one-hundred and fifty (150) hours of paid release time to attend to or assist in personnel matters, the City and the Association shall meet to discuss the City's provision to designated board members of a reasonable amount of additional time to attend to such matter.

Designated board members shall report the time used to attend to personnel matters during their regular working hours on their timecards.

SECTION 4. Designation of Bargaining Team Members and Release Time

The Union may designate up to three (3) bargaining unit members to serve as regular bargaining team members during the meet and confer process for successor MOU negotiations and other matters related to decision and effects bargaining.

The Association may request that the City recognize additional bargaining unit members to participate in bargaining in order to address subjects with which such employees have subject matter expertise. The City shall not unreasonably deny the participation of such individuals in bargaining. The City may limit the participation of such individuals to the negotiation of subjects with which such individuals possess subject matter expertise.

The Association may designate a reasonable number of non-City employees to serve as representatives of the Association and to participate in bargaining. The participation of such individuals will not count against the three (3) bargaining team members that the Association may designate.

Upon timely request and for suitable reasons, the Director of Human Resources, or their designee, will authorize release of Union bargaining team members from their normal duties to prepare for or participate in bargaining with the City.

The City shall not withhold authorization of release time for this purpose.

During the meet and confer process, the City shall provide the regular bargaining team members sufficient release time to prepare for and participate in negotiations with the City.

The City shall provide each bargaining unit member two (2) hours of paid release time to participate in the vote to ratify a tentative agreement for the successor MOU to this Agreement. The City will not provide other release time to non-bargaining team members for purposes of engaging in matters related to bargaining, except as described in this section

Employees designated as bargaining unit team member shall report the time used to conduct such business during their regular working hours on their timecards.

SECTION 5. No-Strike

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

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

SECTION 6. Association Dues Deductions

The City shall deduct dues on a regular payroll basis from the pay of Association members.

Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose.

The membership forms shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any dues deductions. The City shall remit such funds to the Association within 30 days following their deduction.

The City shall rely on a certification from the Association requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Association shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

The City shall direct all employee requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly canceled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that information. Deductions may be revoked only pursuant to the terms of the employee's written authorization, Association Bylaws and this Agreement.

The City shall not deter or discourage employees or applicants for employment from becoming or remaining members of the Association, or from authorizing representation by the Association or from authorizing dues or fee deductions to the Association.

SECTION 7. Joint Labor Management Committee

Upon request, a joint labor management committee will meet to discuss matters within the scope of representation in order to foster improved communication between the City and PSSEA.

MANAGEMENT RIGHTS

SECTION 8. Management Rights

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

The management and direction of the work force of the City is vested exclusively in the City and nothing in this MOU is intended to circumscribe or modify the existing rights of the City to engage in the following conduct:

1. Direct the work of its employees;
2. Hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City;
3. Discipline employees for proper cause;
4. Maintain the efficiency of governmental operations;
5. Relieve employees from duties because of lack of work;
6. Take action as may be necessary to carry out the City's mission and services in emergencies; and
7. Determine the methods, means and personnel by which the operations are to be carried out and require overtime work by City employees.

LAYOFFS

SECTION 9. Grounds for Layoff

Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce because of a lack of funds, lack of work or reorganization, an employee may be laid off, reduced in classification or displaced by another employee.

Such layoff, reduction or displacement shall result from action of the City Manager or designee. Such action shall not entitle the laid off, reduced or displaced employee to a right of appeal.

The City Manager shall recommend to the City Council each classification to be affected by any such change.

SECTION 10. Notice to the Association and Employees

The City shall notify the Association thirty (30) days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact.

An employee filling a full time position shall be given fourteen (14) calendar days prior notice of lay off.

Employees transferred, reduced or displaced shall be given five (5) calendar days' notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

SECTION 11. Procedures for Layoff

A permanent employee in a classification affected by a reduction in force shall be laid off based on seniority in City service. That is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc.

SECTION 12. Tie Breaks

Provided that the seniority of two (2) employees is the same, retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years in a classification, provided the last rating had been filed at least thirty (30) days prior to the date of the layoff notice.

Retention points are as follows:

1. "Unsatisfactory" rating = 0 retention points
2. "Below Standard" rating = 6 retention points
3. "Standard" rating = 12 retention points
4. "Above Standard" rating = 18 retention points
5. "Outstanding" rating = 24 retention points

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have a sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

SECTION 13. Reduction to a Vacant Position

An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position.

If there is more than one qualified employee to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest, etc.

If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply.

SECTION 14. Displacement Rights

An employee designated for layoff as a result of elimination of a position or classification may displace (*i.e.*, "bump") an employee in a lower classification in which the employee has prior service, provided the laid off person has greater seniority than the employee in the lower classification

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

SECTION 15. Salary Placement

An employee who accepts appointment to a lower classification as a result of a displacement (*i.e.*, bumping) shall be placed on the step of the lower classification with the salary that most closely corresponds to, but in no case is higher than, the salary step of their previously held position.

The employee accepting such appointment shall receive a new salary anniversary date on the effective date of the appointment.

The employee shall, however, retain seniority while their name remains on reemployment list or lists, as set forth in Section 13 below.

SECTION 16. Reemployment List

The names of permanent employees who have been laid off under this section (including employees who have bumped down to a lower classification) shall be placed, in order of seniority from most to least, on a reemployment list for their prior classification or any lower classification for which the employee is qualified by education or experience.

Persons on such lists shall retain eligibility for appointment to such classification(s) for a period of three (3) years from the date their names were placed on the list.

As a vacancy within such a classification becomes available, the name appearing at the top of the reemployment list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refuses the re-employment offer without good cause shall be permanently removed from the re-employment list without right of appeal.

Laid-off employees do not earn seniority credit or benefits while on the re-employment list.

SECTION 17. Rights Upon Reemployment

If a person is reemployed by the City within three (3) years of their layoff, the employee's accumulated sick leave allowance, seniority and vacation accrual shall be maintained or reinstated to the extent that it has not been paid out, as the case may be.

Reemployed employees shall be placed on the same salary step previously held upon reemployment, unless the individual is reemployed in a lower related classification in which case the employee shall be placed on the step for the lower classification with the salary than most

closely corresponds to, but in no case is higher than, the salary step of their previously held position.

SECTION 18. Seniority

For the purpose of this section, seniority shall be defined as a bargaining unit member's total, continuous employment in a position in the City's classified service.

Total, continuous employment is that which is uninterrupted by separation and includes the following: (1) actual time worked; (2) authorized leave of absence, both paid and unpaid; (3) family leave, military leave; and (4) industrial injury or illness leave. For purposes of this section, a leave of absence without pay is limited to a maximum of ninety (90) continuous days.

DISCIPLINE

SECTION 19. Discipline

The City will comply with the requirements set forth in Personnel Rule 14.4 in terms of providing notice to employees in the event that the City proposes certain disciplinary action against the employee (*i.e.*, The Department Head will inform the employee of the disciplinary action that the Department Head intends to recommend to the City Manager ("pre-Skelly notice")).

Prior to making a final decision to take disciplinary action involving suspension, demotion, dismissal, or reduction in pay, the City Manager shall give written notice of the proposed action to the concerned employee.

The notice shall include a statement of reasons that a disciplinary action is being proposed and shall include a copy of the charges being considered by the City Manager.

A written notice delivered to the employee in person, by email or by certified mail to the employee's address on file with the City.

GRIEVANCE PROCEDURE

SECTION 20. Definition of Terms

- A. Grievance - A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of this MOU. A grievance is distinct from an appeal of discipline which is covered by the Personnel Rules and Regulations (Rule 15 and 16).
- B. Grievant - A grievant is an employee or group of employees adversely affected by an act of omission of the agency.
- C. Day - A day is a working day.
- D. Immediate Supervisor - The first level supervisor of the grievant.

SECTION 21. Time Limits

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

SECTION 22. Procedure

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

Grievances will be processed following the procedures set forth below.

- A. Level I - Within ten (10) days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days of the employee notifying the supervisor of the issue.
- B. Level II - In the event such efforts do not produce a mutually satisfactory resolution, the grievant shall have ten (10) calendar days to file a formal written grievance after the employee's immediate supervisor is unable to resolve the grievance through the discussion process. Under no circumstances may a grievance be filed more than twenty-five (25) days from the date the employee knew or should have known of the incident giving rise to the grievance.

Procedure for Filing a Grievance:

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

1. The specific section of the Memorandum of Understanding, departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
 2. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.
 3. The date or dates on which the violation, misinterpretation or misapplication occurred.
 4. What documents, witnesses or other evidence supports the grievant's position.
 5. The remedy requested.
- A. Level III - If the grievance is not resolved by the immediate supervisor, the grievant may

present the grievance in writing to the Department Head within ten (10) days. The Department Head will respond in writing within ten (10) days.

- B. Level IV - If the grievance is not resolved by the Department Head, the grievant may present the grievance in writing to the City Manager within ten (10) days. Alternatively, the grievant may elect to arbitrate the matter pursuant to the binding arbitration provisions set forth at Article 5, Section 25.

If the grievance is appealed to the City Manager, the City Manager or designee will conduct an informal hearing and render a decision. Each party shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

SECTION 23. Matters Excluded from the Grievance Procedure

The grievance procedure is not intended to be used for the purpose of resolving the following issues:

1. Resolve complaints, requests or changes in wages, hours or working conditions.
2. Challenge the content of employee evaluations or performance reviews.
3. Challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or denial of a step or merit increase.
4. Reduction in pay, demotion, suspensions or a termination which are subject to the formal appeal process outlined in Ordinance 586 and the Personnel Rules and Regulations.

SECTION 24. Grievance Conferences

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

SECTION 25. Binding Arbitration

- A. Civil Claims:

Both the City and employees covered by this MOU agree that the claims described in this Section 6.07-A shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act ("CAA") (Cal. Code Civ. Proc. Sec 1280 *et seq*, including section 1283.05 and all of the CAA's other mandatory and permissive rights to discovery). Nothing in this MOU shall prevent either party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded.

1. The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such breach of employment agreement, breach of the covenant of good faith and fair dealing,

negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act ("FEHA"), Title VII of the Civil Rights Act of 1964 ("Title VII"), the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act ("ADA"), and the Family and Medical Leave Act ("FMLA"), and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article 6, Section 6 is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

2. Notwithstanding the provisions of this Article, employees covered by this MOU may elect to file a claim for workers' compensation and unemployment insurance benefits with the appropriate state agencies, and administrative charges with the Equal Employment Opportunity Commission ("EEOC"), California Civil Rights Department of ("CRD"), and any similar state agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.
3. To the fullest extent permitted by law, employees covered by this MOU agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article 5, Section 25, Subdivision A with those of any other persons, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.
4. The City shall bear the costs of any arbitration conducted pursuant to this Article 5, Section 25, Subdivision A, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.
5. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not

authorized or are excessive.

B. Appeal of Discipline

The Parties understand that employees covered by this MOU are entitled to disciplinary appeal procedures under the City's Personnel Merit System Administrative Code. Under Municipal Code Section 1-6-8, employees have the right to have the Los Angeles County Civil Service Commission hear appeals from dismissal, demotion, and suspensions for a period of six (6) days or longer. The Parties agree that an employee covered by this Memorandum of Understanding may opt to have these disciplinary actions be submitted to binding and final arbitration.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.
2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 3.22.B, shall be for a court of law and not an arbitrator to decide.
4. Under this Section, 3.23.B, the Arbitrator's authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.
5. At least ten (10) business days before the scheduled arbitration, the parties shall exchange the following information: (1) a list of all witnesses each party intends to call during its case-in-chief; and (2) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under Article 5, Section 22 of this MOU that is an allegation of a violation, misinterpretation, or misapplication of this MOU, shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City's response at Level III.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service ("SMCS"). If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.
 3. Any dispute over the validity, effect, or enforceability of the provisions of this subsection, shall be for a court of law and not an arbitrator to decide.
 4. The Arbitrator's authority will be limited to interpreting the provisions of the MOU and the Arbitrator has no authority to add to, subtract from, or modify the MOU in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within thirty (30) days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.
 5. At least ten (10) business days before the scheduled arbitration, the parties shall exchange the following information: (1) a list of all witnesses each party intends to call during its case-in-chief; and (2) copies of all documents each party intends to introduce during its case-in-chief.
- D. This Article is entered into under the CAA and the MMBA, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

ARTICLE 6 – OTHER PROVISIONS

SECTION 1. Personnel File

The official personnel file of each employee shall be maintained in the Human Resources Department.

A unit member or Association representative authorized by the member, in writing, may review or obtain copies of material from the employee's file with the exception of material that includes ratings, reports or records which are obtained prior to the employment of the employee involved.

SECTION 2. Personnel File: Derogatory Material

The City shall provide an employee a copy of any derogatory material that the City intends to place in the employee's personnel file that the City may use for disciplinary purposes.

The City will request that the employee acknowledge receipt of such derogatory material prior to it being placed in the employee's personnel file. In the event that the employee refuses to acknowledge receipt, the City shall indicate that the employee refused to acknowledge such receipt.

Employees shall have the right to provide a written statement rebutting any such derogatory material. In the event that an employee provides such rebuttal, the City shall attach the employee's written statement to the derogatory material and place both documents in the employee's personnel file.

SECTION 3. Termination Pay

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

SECTION 4. Savings

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

SECTION 5. Re-Opener

The parties agree that during the term of this Agreement, they shall reopen negotiations to discuss modification of the municipal code that covers the personnel merit system and the employee performance evaluation program. Any changes are subject to mutual agreement.

**For the Police Support Services
Employees' Association:**

For the City:

John Hurtado, President

Darrell George
City Manager

Joe Camagong, Vice President

Rebecca Redyk
Director of Human Resources

Amy McDaniel, Secretary-Treasurer

Alexander Volberding, Chief Negotiator

Vicky Barker, Chief Negotiator

Date

Date

APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

Police Assistant I
Police Assistant II
Police Service Officer I
Police Service Officer II
Crime Scene Investigator I
Crime Scene Investigator II

PSSEA									
Police Support Services Employee Association Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
10/1/2022	10/1/2022		Crime Scene Investigator I	PSSEA	20ps	Hourly	32.47	5628.11	67537.26
							34.09	5909.51	70914.12
							35.80	6204.99	74459.89
							37.59	6515.23	78182.80
							39.47	6841.00	82091.99
10/1/2022	10/1/2022		Crime Scene Investigator II	PSSEA	21ps	Hourly	36.51	6327.63	75931.55
							38.33	6644.02	79728.25
							40.25	6976.21	83714.56
							42.26	7325.02	87900.28
							44.37	7691.28	92295.40
10/1/2022	10/1/2022		Police Assistant I	PSSEA	13ps	Hourly	23.75	4117.28	49407.39
							24.94	4323.15	51877.78
							26.19	4539.31	54471.68
							27.50	4766.27	57195.24
							28.87	5004.58	60055.00
10/1/2022	10/1/2022		Police Assistant II	PSSEA	17ps	Hourly	26.28	4554.92	54659.03
							27.59	4782.67	57391.98
							28.97	5021.80	60261.57
							30.42	5272.88	63274.60
							31.94	5536.54	66438.44
10/1/2022	10/1/2022		Police Service Officer I	PSSEA	22ps	Hourly	27.59	4781.75	57381.05
							28.97	5020.85	60250.18
							30.41	5271.89	63262.67
							31.94	5535.49	66425.84
							33.53	5812.26	69747.15
10/1/2022	10/1/2022		Police Service Officer II	PSSEA	26ps	Hourly	30.68	5318.07	63816.84
							32.22	5583.98	67007.74
							33.83	5863.17	70358.09
							35.52	6156.34	73876.05
							37.29	6464.15	77569.75

Equity Adjustments: Crime Scene Investigator I (5.10%); Crime Scene Investigator II (7.05%); Police Assistant I (6.89%); Police Assistant II (7.13%); Police Service Officer I (3.19%); Police Service Officer II (3.97%)

2% COLA
Effective July 1, 2023

PSSEA
Police Support Services Employee Association Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2023	7/1/2023		Crime Scene Investigator I	PSSEA	20ps	Hourly	33.12	5740.67	68888.01
							34.78	6027.70	72332.41
							36.51	6329.09	75949.09
							38.34	6645.54	79746.46
							40.26	6977.82	83733.83
7/1/2023	7/1/2023		Crime Scene Investigator II	PSSEA	21ps	Hourly	37.24	6454.18	77450.18
							39.10	6776.90	81322.82
							41.05	7115.74	85388.85
							43.10	7471.52	89658.29
							45.26	7845.11	94141.30
7/1/2023	7/1/2023		Police Assistant I	PSSEA	13ps	Hourly	24.23	4199.63	50395.53
							25.44	4409.61	52915.34
							26.71	4630.09	55561.12
							28.05	4861.60	58339.15
							29.45	5104.67	61256.10
7/1/2023	7/1/2023		Police Assistant II	PSSEA	17ps	Hourly	26.80	4646.02	55752.21
							28.14	4878.32	58539.82
							29.55	5122.23	61466.80
							31.03	5378.34	64540.10
							32.58	5647.27	67767.21
7/1/2023	7/1/2023		Police Service Officer I	PSSEA	22ps	Hourly	28.14	4877.39	58528.67
							29.55	5121.27	61455.18
							31.02	5377.33	64527.92
							32.57	5646.20	67754.36
							34.20	5928.51	71142.09
7/1/2023	7/1/2023		Police Service Officer II	PSSEA	26ps	Hourly	31.29	5424.43	65093.18
							32.86	5695.66	68347.89
							34.50	5980.44	71765.25
							36.23	6279.46	75353.57
							38.04	6593.43	79121.14

**2% COLA
Effective July 1, 2024**

**PSSEA
Police Support Services Employee Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2024	7/1/2024		Crime Scene Investigator I	PSSEA	20ps	Hourly	33.78	5855.48	70265.77
							35.47	6148.25	73779.05
							37.24	6455.67	77468.07
							39.11	6778.45	81341.39
							41.06	7117.38	85408.51
7/1/2024	7/1/2024		Crime Scene Investigator II	PSSEA	21ps	Hourly	37.98	6583.27	78999.19
							39.88	6912.44	82949.28
							41.87	7258.05	87096.62
							43.97	7620.95	91451.46
							46.17	8002.01	96024.13
7/1/2024	7/1/2024		Police Assistant I	PSSEA	13ps	Hourly	24.71	4283.62	51403.45
							25.95	4497.80	53973.64
							27.25	4722.70	56672.34
							28.61	4958.83	59505.93
							30.04	5206.77	62481.22
7/1/2024	7/1/2024		Police Assistant II	PSSEA	17ps	Hourly	27.34	4738.94	56867.25
							28.71	4975.88	59710.62
							30.14	5224.68	62696.13
							31.65	5485.91	65830.90
							33.23	5760.21	69122.55
7/1/2024	7/1/2024		Police Service Officer I	PSSEA	22ps	Hourly	28.70	4974.94	59699.24
							30.14	5223.69	62684.29
							31.64	5484.87	65818.48
							33.23	5759.12	69109.45
							34.89	6047.08	72564.93
7/1/2024	7/1/2024		Police Service Officer II	PSSEA	26ps	Hourly	31.92	5532.92	66395.04
							33.52	5809.57	69714.85
							35.19	6100.05	73200.56
							36.95	6405.05	76860.64
							38.80	6725.30	80703.57

**2% COLA
Effective July 1, 2025**

PSSEA									
Police Support Services Employee Association Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2025	7/1/2025		Crime Scene Investigator I	PSSEA	20ps	Hourly	34.46	5972.59	71671.08
							36.18	6271.22	75254.63
							37.99	6584.79	79017.43
							39.89	6914.02	82968.22
							41.88	7259.72	87116.68
7/1/2025	7/1/2025		Crime Scene Investigator II	PSSEA	21ps	Hourly	38.74	6714.93	80579.17
							40.68	7050.69	84608.26
							42.71	7403.21	88838.56
							44.85	7773.37	93280.48
							47.09	8162.05	97944.61
7/1/2025	7/1/2025		Police Assistant I	PSSEA	13ps	Hourly	25.21	4369.29	52431.51
							26.47	4587.76	55053.12
							27.79	4817.15	57805.79
							29.18	5058.00	60696.05
							30.64	5310.90	63730.84
7/1/2025	7/1/2025		Police Assistant II	PSSEA	17ps	Hourly	27.89	4833.72	58004.60
							29.28	5075.40	60904.83
							30.75	5329.17	63950.06
							32.28	5595.63	67147.52
							33.90	5875.42	70505.00
7/1/2025	7/1/2025		Police Service Officer I	PSSEA	22ps	Hourly	29.28	5074.44	60893.22
							30.74	5328.16	63937.97
							32.28	5594.57	67134.85
							33.89	5874.30	70491.63
							35.58	6168.02	74016.23
7/1/2025	7/1/2025		Police Service Officer II	PSSEA	26ps	Hourly	32.56	5643.58	67722.94
							34.19	5925.76	71109.15
							35.90	6222.05	74664.57
							37.69	6533.15	78397.85
							39.58	6859.80	82317.64

RESOLUTION NO. Number
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION
008 EL SEGUNDO POLICE SUPPORT SERVICES EMPLOYEES' ASSOCIATION

- WHEREAS, (1) **City of El Segundo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **El Segundo Police Support Services Employees' Association**; and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of **\$1,700.00** per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (b) **City of El Segundo** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of **City of El Segundo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **City of El Segundo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the City Clerk to file with the Board a verified copy of this resolution, and to perform on behalf of **City of El Segundo** all functions required of it under the Act; and be it further
- RESOLVED, (e) That coverage under the Act be effective on **August 1, 2023**.

Adopted at a regular meeting of the El Segundo City Council at El Segundo, CA, this 20th day of June, 2023.

Signed:

Drew Boyles, Mayor

Attest:

Tracy Weaver, City Clerk

Approved to Form:

Mark D. Hensley, City Attorney



City Council Agenda Statement

Meeting Date: June 20, 2023

Agenda Heading: Committees, Commissions and Boards
Presentations

Item Number: E.20

TITLE:

Appointment to the Recreation and Parks Commission

RECOMMENDATION:

1. Announce the appointment.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None

BACKGROUND:

The Recreation and Parks Commission advises the City Council on all matters pertaining to recreation, parks, parkways, and street trees. It makes recommendations to the City Council regarding the level of services and policies. It assists in implementing Recreation, Parks, and Library Department programs, including youth counseling, senior outreach and transportation services, and the Public Works Department in the maintenance of landscaping and parks throughout the city.

The commission is comprised of five members, who must be residents of El Segundo.

DISCUSSION:

Appointment will be for a full term set to expire May 30, 2027.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance customer service and engagement.

Objective A: El Segundo's engagement with the community ensures excellence.

Announce the appointment to the Recreation and Parks Commission.

June 20, 2023

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PREPARED BY:

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REVIEWED BY:

Barbara Voss, Deputy City Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None