



AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 3, 2024

4:00 PM - CANCELLED
6:00 PM OPEN SESSION

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

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
Saul Rodriguez, Police Chief
Michael Allen, Community Development Dir.
Jose Calderon, IT Director
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney
Paul Chung, Chief Financial Officer
George Avery, 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 – CANCELLED

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

INVOCATION – Pastor Scott Tannehill, Bridge Church

PLEDGE OF ALLEGIANCE – Council Member Pirsztuk

SPECIAL PRESENTATIONS

1. Congressional Support for Community Safety: Congressional Representative Ted Lieu Announcement of Grant to Upgrade the City's Emergency Operations Center

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)

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 Regular and Special City Council meeting minutes of August 20, 2024.
2. Alternatively, discuss and take other action related to this item.

3. Warrant Demand Register for July 29, 2024 through August 18, 2024

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 3A, 3B and 4A: warrant numbers 3051682 through 3052039, and 9003199 through 9003215.

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

4. **Fiscal Year 2024-25 Adopted Budget Increase for Fiscal Year 2023-24 Continuing Appropriations**

Recommendation -

1. Approve continuing appropriations from FY 2023-24 to FY 2024-25, thereby amending the Fiscal Year 2024-25 Adopted Budget in the Funds and by the amounts contained in Attachment 1.

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

5. **Construction Contract with CJ Concrete Construction for \$178,073 for FY 2024-25 Concrete Improvements Project No. PW 24-09**

Recommendation -

1. Authorize the City Manager to execute a standard Public Works Construction Contract with CJ Concrete Construction for \$178,073 for the FY 2024-25 concrete improvements project No. PW 24-09, and authorize an additional \$17,807 as contingency funds for potential unforeseen conditions.

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

6. **Second Reading of an Ordinance Amending El Segundo Municipal Code Chapter 1-6 (Personnel Merit System) to Remove the Senior Civil Engineer from the List of Positions Exempt from the Civil Service System**

Recommendation -

1. Waive the second reading, including by title, and adopt an Ordinance amending El Segundo Municipal Code Chapter 1-6 to reduce the list of positions exempt from the Civil Service System.

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

7. **Resolution Approving Plans and Specifications for the Library Elevator Modernization Project**

Recommendation -

1. Adopt a resolution approving engineering plans and construction specifications for the Library Elevator Modernization Project No. PW 24-03 to avail the City of Government Code § 830.6 immunities and establishing a project payment account.

2. Authorize staff to advertise the project for construction bidding.

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

8. Notice of Completion for City Hall Phase 2 Improvements Project

Recommendation -

1. Accept the City Hall Phase 2 Improvements Project No. PW 23-09 by MCM Construction, Inc. as complete.
2. Authorize and direct the City Clerk to file the attached Notice of Completion with the Los Angeles County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

9. Agreement with Tec-Refresh, Inc. to Renew Palo Alto Networks Firewall Support

Recommendation -

1. Authorize the City Manager to execute a one-year hardware and subscription support renewal agreement with Tec-Refresh, Inc. for \$127,801.18 to provide continued internet access and cybersecurity protection as a cooperative purchase pursuant to ESMC § 1-7-9(C).
2. Alternatively, discuss and take other action related to this item.

10. Resolution Finding a Local Emergency Has Existed Due to a Sinkhole on Grand Avenue and Contract for Emergency Construction Services Without Public Bidding Pursuant to Public Contract Code § 22050

Recommendation -

1. Pursuant to Public Contract Code §§ 22050 and 20168, adopt a resolution by four-fifths vote, confirming that a local emergency, as declared by the City Manager, has existed and authorizing emergency contracting without public bidding.
2. Award a contract to Williams Pipeline Contractors, Inc. for the emergency repair of the damaged storm drain pipe that caused a sinkhole on Grand Avenue.
3. Appropriate \$100,000 (\$90,000 plus \$10,000 contingency) from the General Fund Reserves to FY 2024-25 budget expenditure account 001-400-4302-6215.
4. Authorize the City Manager (or his designee) to execute any documents or agreements needed to complete the necessary emergency repairs.

11. Designation of Voting Delegate and Alternate to the Cal Cities - 2024 Annual Conference & Expo

Recommendation -

1. Designate a voting delegate, and two alternates to the Cal Cities Annual Conference & Expo.
2. Alternatively, discuss and take other action related to this item.

C. PUBLIC HEARINGS

D. STAFF PRESENTATIONS

12. Water Tower Illumination Schedule

Recommendation -

1. Consider and provide direction regarding three proposed options for City water tower illumination.
2. Authorize the City Manager to implement the recommended schedule.
3. Alternatively, discuss and take other action related to this item.

13. Memorandum of Understanding Between the City of El Segundo and the El Segundo City Employees' Association, American Federation of State, County, and Municipal Employees, Local 3519 Bargaining Unit and Amendment to the City Contributions for California Public Employees' Retirement System Medical Premiums

Recommendation -

1. Adopt a resolution approving and adopting the memorandum of understanding between the City of El Segundo and the El Segundo City Employees' Association's American Federation of State, County, and Municipal Employees, Local 3519 Bargaining Unit.
2. Adopt a resolution amending the City contributions for California Public Employees' Retirement System medical premiums pursuant to the memorandum of understanding between the City of El Segundo and the bargaining unit.
3. Appropriate \$815,330 from the General Fund reserves to the various FY 2024-25 salaries and wages budget expenditure accounts.
4. Alternatively, discuss and take other action related to this item.

14. Second Amendment to the City Manager’s Employment Agreement, a Resolution Adjusting Associated Salary Range, and Accompanying Budget Appropriation

Recommendation -

1. Approve a second amendment to the City Manager’s employment agreement to provide a four percent (4%) base salary increase (\$280,800 to \$292,032) and extend the term through June 30, 2026.
2. Adopt a resolution to correspondingly adjust the annual salary range for the City Manager job classification.
3. Appropriate \$14,351 to the FY 2024-25 budget to associated expenditure accounts.
4. Alternatively, discuss and take other action related to this item.

15. Approval of the Revised Athletic Field/Facility Use and Allocation Policy

Recommendation -

1. Approve the revisions to the Athletic Field/Facility Use and Allocation Policy
2. Alternatively, discuss and take other action related to this item.

16. First Reading of an Ordinance Amending El Segundo Municipal Code Titles 7, 9, and 10 to Establish Camping and Associated Regulations on Public Property and Rules of Conduct for the El Segundo Public Library

Recommendation -

1. Read by title only, waive further reading, and introduce the proposed ordinance amending El Segundo Municipal Code Titles 7, 9, and 10 to establish camping and associated regulations on public property and rules of conduct for the El Segundo Public Library and find that such actions are exempt from the California Environmental Quality Act, pursuant to Guidelines §§ 15060(c)(3), 15061(b)(3), and 15378.
2. Direct staff to schedule a second reading of the ordinance for the regular September 17, 2024 City Council meeting or as soon thereafter it may be considered.
3. Alternatively, discuss and take other action related to this item.

17. Agreement with Nationwide Environmental Services for Citywide Street Sweeping Services

Recommendation -

1. Waive the formal bidding and authorize the City Manager to execute a new five-year agreement with Nationwide Environmental Services for a total amount not to exceed \$2,817,235.28 for citywide street sweeping services pursuant to ESMC § 1-7-9(A) and appropriate \$306,000 funding to the FY 2024-25 budget to expenditure account 001-400-4201-6206.
2. Alternatively, the City Council may authorize the City Manager to execute an amendment to Agreement No. 5758 with Nationwide Environmental Services to extend the term for six months, with the addition of a prevailing wage requirement, which would require an additional appropriation of \$153,000 for FY 2024-25. During the six-month extension, staff would issue a request for proposals for street sweeping services and return to City Council with a proposed agreement.
3. Alternatively, discuss and take other action related to this item.

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

18. Multi-Model Transportation Subcommittee Update

Recommendation -

1. Receive and file the Multi-Model Subcommittee update.
2. Alternatively, discuss and take other action related to this item.

F. REPORTS - CITY CLERK

G. REPORTS - CITY TREASURER

19. Investment Portfolio Report for June 2024

Recommendation -

1. Receive and file the Investment Portfolio Report dated June 2024.
2. Alternatively, discuss and take other action related to this item.

H. REPORTS - COUNCIL MEMBERS

COUNCIL MEMBER BALDINO

COUNCIL MEMBER GIROUX

20. Resolution to Amend Preferential Parking Zone 3

Recommendation -

1. Adopt resolution to add restrictions to Preferential Parking Zone 3, including E. Pine Avenue from Kansas Street to Washington Street; and allowing overnight parking with a permit (from 6 p.m. to 6 a.m.) along the west side of Illinois Street from E. Mariposa Avenue to E. Holly Avenue.
2. Alternatively, discuss and take other action related to this item.

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: August 29, 2024

TIME: 10:30 AM

BY: Tracy Weaver, City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, AUGUST 20, 2024

(Meeting ran concurrently with regular scheduled closed session)

CLOSED SESSION – Mayor Boyles called the meeting to order at 4:00 PM.

ROLL CALL

Mayor Boyles - Present
Mayor Pro Tem Pimentel - Present
Council Member Pirsztuk - Present at 4:02 PM
Council Member Giroux - Present
Council Member Baldino - Present

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

SPECIAL ORDER OF BUSINESS:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

Adjourned at 5:50 PM

Tracy Weaver, City Clerk

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, AUGUST 20, 2024

CLOSED SESSION – Mayor Boyles called the meeting to order at 4:00 PM.

ROLL CALL

Mayor Boyles - Present
Mayor Pro Tem Pimentel - Present
Council Member Pirsztuk - Present at 4:02 PM
Council Member Giroux - Present
Council Member Baldino - Present

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

SPECIAL ORDER OF BUSINESS:

Mayor Boyles 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): -1- MATTER(S)

1. Retired Police Chief Jaime Bermudez Workers' Compensation Claim (WCAB) No. 23-174903.

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

1. City Manager
Performance Evaluation

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Government Code §54957.6): -2- MATTER(S)

1. Unrepresented Employee: City Manager
City Negotiators: City Attorney and Human Resources Director
2. Employee Organizations: City Employee Association (CEA).

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

Adjourned at 5:50 PM

OPEN SESSION – Mayor Boyles called to order at 6:00 PM

ROLL CALL

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

INVOCATION – Father Alexei Smith, St. Andrew Russian Greek Catholic Church

PLEDGE OF ALLEGIANCE – Council Member Baldino

SPECIAL PRESENTATIONS:

1. City Council recognized Commissioner Brenda Newman for her 15 years of dedicated service on the Planning Commission.
2. Council recognized the El Segundo High School's Winter Guard Team.

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

Anya Goldstein, resident, commented on the Lighting of the Water Tower during June for LBGQT+ month.

Genesis Puckett, resident, commented on the Lighting of the Water Tower during June for LBGQT+ month.

Kat Glaudini, resident, commented on the Lighting of the Water Tower during June for LBGQT+ month.

Susan Bowling, resident, commented on the Lighting of the Water Tower during June for LBGQT+ month.

Brendan Gormley, resident, commented on item #B16, AYSO Fee Waiver for Opening Day Parade.

Lisa Broderick, resident, commented on traffic issues and incidents on McCarthy Court and is asking for assistance to mediate the issues.

Adriana Iegre, resident, commented on the Lighting of the Water Tower during June for LBGQT+ month.

Sean O'Brien, resident, commented on the Lighting of the Water Tower during June for LBGQT+ month.

Mark Feldman, Attorney for Dash Construction, commented on item #B8, protesting the bid.

Majid Hajizadeh, with Dash Construction, commented on item #B8, protesting the bid.

Diane Sambrano invited the community to the Historic Centinela Adobe Fiesta that will take place on September 8, 2024 in the City of Inglewood.

John Paul Cosico, with Dash Construction, commented on item #B8, protesting the bid.

CITY MANAGER FOLLOW-UP COMMENTS:

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

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk to read all ordinances and resolutions on the agenda by title only. MOTION PASSED. 5/0

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AUGUST 20, 2024
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B. CONSENT:

3. Approve regular City Council meeting minutes of July 2, 2024.
4. Approve warrants demand register for June 10, 2024 through July 28, 2024, numbers 24A, 24B, 25A, 1A, 2A, 2B and 2C: warrant numbers 3050989 through 3051681, and 9003179 through 9003198. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.
(Fiscal Impact: (\$3,175,115.40 in check warrants and \$4,568,978.07 in wire warrants)
5. Adopt Resolution No. 5498 approving plans and specifications for pump stations maintenance and on -call repair services, establish a project payment account, avail the City of the immunities set for in Government Code § 830.6 and authorize staff to advertise the project for bid.
(Fiscal Impact: \$1,000,000 over a five-year period, included in the FY 2024-25 budget)
6. Accept the Library wall repairs and waterproofing by Cornerstone Construction Group, Inc. as complete (Project No. PW 23-14).
(Fiscal Impact: \$144,901, included in the FY 2023-24 Capital Improvement Project ("CIP) budget)
7. Authorize the City Manager to execute standard Public Works Construction Contract No. 7064 with CJ Concrete Construction for \$223,400 for the CDBG ADA Curb Ramp Installation and authorize an additional \$22,400 as contingency funds for potential unforeseen conditions. (Project No. PW 24-05 (CDBG Project 602708-23))
(Fiscal Impact: \$245,800, included in adopted FY 2024-25 budget)
8. PULLED BY MAYOR PRO TEM PIMENTEL
9. Authorize the City Manager to execute an amendment No. 4581D with Equinix to extend the term for three years for an additional \$298,946.66 to lease secure data center storage capacity pursuant to El Segundo Municipal Code Chapter 1-7A.
(Fiscal Impact: \$105,600, year one contract costs were included in FY 2024-25 adopted budget. Contractual costs for years two and three will be included in future proposed budgets)
10. Exempt the City's formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(C) and award Contract No. 7065 to West Coast Arborists for \$204,000 for tree maintenance services and authorize the City Manager to execute a tree maintenance services agreement with West Coast Arborists pursuant to El Segundo Municipal Code Chapter 1-7A.
(Fiscal Impact: \$204,000, included in the FY 20274-25 budget)

11. Authorize the City Manager to execute a third amendment No. 6580C with Arroyo Background Investigations to increase the contract amount by \$10,000 for a total not-to-exceed amount of \$80,000 per fiscal year. The contract term is extended from January 31, 2026 to June 30, 2026, to align with the end of the fiscal year pursuant to El Segundo Municipal Code Chapter 1-7A.
(Fiscal Impact: \$10,000, included in the FY 2024-25 budget)
12. Authorize the City Manager to execute a second amendment No. 6539B with Phoenix Group Information Systems to increase the amount by \$15,000 for a total contract amount not-to-exceed \$80,000 per fiscal year. The contract term is extended from January 2, 2026, to June 30, 2026, to align with the end of the fiscal year pursuant to El Segundo Municipal Code Chapter 1-7A (Fiscal Impact: Not to exceed \$15,000, included in the FY 2024-25 budget)
13. Approve letter of support for the proposed August 2025 Los Angeles Jazz Festival.
(Fiscal Impact: To be determined when specific details are available. Anticipated fiscal impact includes increased Transient Occupancy Tax and Sales Tax revenue to the city as a result of the event)
14. Waive formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(A) to purchase a self-contained breathing apparatus air compressor/fill station using Fiscal Year 2021 State Homeland Security Grant Program reimbursable funding, authorize the City Manager to sign Agreement No. 7066 and associated documentation with Compressed Air Specialties to facilitate the purchase pursuant to El Segundo Municipal Code Chapter 1-7A and establish a revenue budget of \$100,000 for FY 2024-25.
(Fiscal Impact: \$110,000 – the total cost of the self-contained breathing apparatus (SCBA) air compressor/fill station is \$110,000. \$100,000 is covered under the FY 2021 State Homeland Security Grant Program and was included in the FY 2024-25 budget. The additional cost of \$10,000 will be covered in the Fire Department General Fund operating budget. This requires a revenue budget to set at \$100,000)
15. Authorize the acceptance of a \$228,375 grant award Agreement No. 7067 from the Los Angeles County Homeless Outreach Services Team grant to reimburse the El Segundo Police Department overtime costs and homeless outreach detail, to be disbursed over three fiscal years (\$76,125 per year), establish a revenue budget of \$76,125 for FY 2024-25 and authorize an additional appropriation of \$51,125 for a total of \$76,125.00 for FY 2024-25.
(Fiscal Impact: \$25,000 – this program has no fiscal impact; it is 100% reimbursed through the Los Angeles County Homeless Outreach Services Team (HOST) program. \$25,000 was included in the FY2024-25 budget. The El Segundo Police Department (ESPD) requests an additional appropriation of \$51,125 for a total of \$76,125 for FY 2024-25. This requires a revenue budget of \$76,125 to be established for FY 2024-25)
16. PULLED BY MAYOR BOYLES

MOTION by Council Member Baldino, SECONDED by Council Member Giroux, approving Consent items 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, and 15. MOTION PASSED. 5/0

PULLED ITEMS:

8. Construction Contract With LCR Earthwork and Engineering, Corp. for \$2,018,103.97 and Associated Professional Services Agreement for \$142,114 with Anser Advisory for the FY 2024-25 Pavement Rehabilitation Project No. PW 24-08
(Fiscal Impacts: \$ 2,376,23, included in the FY 2024-25 budget)

Mayor Pro Tem Pimentel asked for clarification from the City Attorney regarding the bid process.

Council discussion

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Baldino authorizing the City Manager to execute standard Public Works Construction Contract No. 7068 with LCR Earthwork and Engineering, Corp. for \$2,018,104 for the FY 2024-25 Pavement Rehabilitation Project, authorize an additional \$201,810 as contingency funds for potential unforeseen conditions and authorize the City Manager to execute standard Professional Services Agreement No. 7069 with Anser Advisory in the amount of \$142,114 for construction inspection and testing services, and authorize an additional \$14,211 for construction-related contingencies pursuant to El Segundo Municipal Code Chapter 1-7A. (Project No. PW 24-08). MOTION PASSED. 5/0

16. Waiver of Special Event Permit Fees (75%) for El Segundo AYSO Region 92 Opening Day Parade
(Fiscal Impact: Fee waiver for event would total approximately \$15,342.18)

Mayor Boyles asked about a 75% fee waiver vs 100% fee waiver.

Aly Mancini, Recreation, Parks, and Library Director answered Council's questions regarding the fee waiver policy.

Council discussion

MOTION by Council Member Baldino, SECONDED by Mayor Boyles approving a 75% waiver of special event permit fees for the AYSO Region 92 Opening Day Parade. MOTION PASSED. 3/2 Yes: Boyles Giroux Baldino No: Pirsztuk Pimentel

E. COMMITTEES, COMISSIONS AND BOARDS PRESENTATIONS: *(Moved forward on the agenda at the request of Mayor Boyles)*

22. Library Board of Trustees Presentation
(Fiscal Impact: None)

Eric Hoffman Chairperson gave the update.

Council discussion

Council Consensus to receive and file the update.

23. Recreation and Parks Commission Update

Bob Motta, Recreation and Parks Commission Chairperson gave the update and presentation.

Council discussion

Council consensus to receive and file the update.

STAFF PRESENTATIONS:

Council Member Giroux and Baldino recused themselves from the dais for item #17 due to having children who work for the Recreation and Parks Department.

17. Revised Classification Specifications and Resolution Establishing Basic Salary Ranges for Recreation Leader, Senior Recreation Leader, and Recreation Specialist; and Elimination of Recreation Assistant Classification

(Fiscal Impact: The annual fiscal impact of adopting the recommended salary ranges is dependent on the City's ability to hire staff to work all projected budgeted hours. Assuming all budgeted hours are worked, the total annual maximum fiscal impact is approximately \$144,387. The total includes the following: Recreation Leader: \$114,717, Senior Recreation Leader: \$18,758, and Recreation Specialist: \$10,912.

The staff is requesting additional appropriations from General Fund Reserves for the various accounts: 001-400-5201-Recreation Operations: \$118,693, 001-400-5203-Recreation Cultural Arts: \$3,275, 001-400-5204-Recreation Sports: \$16,624, 001-400-5205-Recreation Teen Center: \$1,334, 001-400-5206-Recreation Joslyn Center: \$1,680, 001-400-5213-Wiseburn Aquatics Center: \$2,777)

Rebecca Redyk, Human Resources Director reported on the item.

Council Discussion

MOTION by Mayor Boyles, SECONDED by Council Member Pirsztuk approving the revised classification and specifications for the Recreation Leader, Senior Recreation Leader, and Recreation Specialist positions. MOTION PASSED. 3/0

Mark Hensley, City Attorney, read by title only;

RESOLUTION NO. 5499

RESOLUTION ESTABLISHING BASIC SALARY RANGES FOR PART-TIME JOB CLASSIFICATIONS

MOTION by Mayor Boyles, SECONDED by Mayor Pro Tem Pimentel adopting Resolution No. 5499. MOTION PASSED. 3/0

MOTION by Mayor Boyles, SECONDED by Mayor Pro Tem Pimentel to eliminate the Recreation Assistant classification. MOTION PASSED. 3/0

Council Members Giroux and Baldino returned to the dais.

18. First Reading of an Ordinance Amending El Segundo Municipal Code Chapter 1-6 (Personnel Merit System) to Remove the Senior Civil Engineer Under the List of Positions Exempt from the Civil Service System and Revised Classification Specification for Senior Civil Engineer (Fiscal Impact: None)

Rebecca Redyk, Human Resources Director reported on the item.

Council Discussion

Mark Hensley, City Attorney, read by title only;

ORDINANCE NO. 1663

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE CHAPTER 1-6 (PERSONNEL MERIT SYSTEM) TO REMOVE THE SENIOR CIVIL ENGINEER FROM THE LIST OF POSITIONS EXEMPT FROM THE CIVIL SERVICE SYSTEM.

Mayor Pro Tem Pimentel introduced the Ordinance. Second reading and possible adoption will be at the regular City Council meeting on September 3, 2024.

MOTION by Council Member Baldino, SECONDED by Mayor Pro Tem Pimentel approving the revised classification specification for Senior Civil Engineer. MOTION PASSED. 5/0

19. Agreements for City's Replacement Enterprise Resource Planning System and Related Management Services (Fiscal Impact: The total cost for implementation and post implementation of the new Tyler Enterprise enterprise resource planning (ERP) software for the first five years is approximately \$2.2 million. The total for Tyler Technologies is \$1.8 million. The Project Management consulting services agreement for two years is approximately \$240,000. The temporary employee's cost for staff coverage is approximately \$100,000. See table in staff report for the cost breakdown of the ERP project)

Jose Calderon, IT Services Director, Paul Chung, Chief Financial Officer, Rebecca Redyk, Human Resources Director, and representative from Tyler Technologies gave a presentation.

Representatives from Tyler Technologies and Koa Hills Consulting were available to answer questions.

Council discussion

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino exempting the City's formal bidding requirements pursuant to El Segundo Municipal Code §§ 1-7-9(A) and 1-7-9(C) and award a Contract No. 7070 to Tyler Technologies and Authorize the City Manager to execute a five-year software license agreement with Tyler Technologies to provide enterprise resource planning implementation services and licenses totaling \$1,874,544 over the course of the contract. MOTION PASSED. 3/2
Yes: Pirsztuk Giroux Baldino No: Boyles Pimentel

MOTION by Council Member Baldino, SECONDED by Council Member Pirsztuk authorizing the City Manager to execute a two-year professional services Agreement No. 7071 with Koa Hills Consulting to provide project management for enterprise resource planning services totaling \$240,000 pursuant to El Segundo Municipal Code Chapter 1-7A. MOTION PASSED. 5/0

Recessed at 8:00 PM

Reconvened at 8:05 PM

20. Measure C Sales Tax Implementation
(Fiscal Impact: See Staff Report for complete description of fiscal impact)

Paul Chung, Chief Financial Officer gave a presentation.

Council discussion

Council consensus to bring the item back to suspend Measure C. The item will be brought back to the September 3, 2024 City Council meeting.

21. CalPERS FY 2023-24 Investment Performance
(Fiscal Impact: None)

Paul Chung, Chief Financial Officer reported on the item.

Council discussion

Council consensus to receive and file the report.

- E. COMMITTEES, COMISSIONS AND BOARDS PRESENTATIONS: ***Moved forward on the agenda***

- F. REPORTS – CITY CLERK – Stated the nomination period is now over and there are six candidates for City Council, and no one pulled papers for the City Clerk seat.
- G. REPORTS – CITY TREASURER – Not present
- H. REPORTS – COUNCIL MEMBERS

Council Member Baldino – Thanked the Chamber of Commerce for hosting the Main Street Car Show this past weekend, thanked staff for organizing the Hyperion Tour that took place a week ago, and invited everyone to the Artwalk this Saturday, August 24, 2024.

Council Member Giroux – Asked staff to bring back the Preferential Parking Zone 3 pilot program for further discussion; to include E. Pine Avenue from Kansas Street to Washington Street and the possibility of overnight parking with permit at Holly/Kansas park to the next City Council meeting. Council Member Giroux gave an update on the bicyclist who was hit in El Segundo, Jorge Santos and mentioned Rock N Brews will holding a fundraiser for Mr. Santos all day this Friday, with 20% of food and beverage sales going to Mr. Santos.

Council Member Pirsztuk – Attended the SBCOG meeting, where Elias Sassoon, Public Works Director and team received a Gold Level Energy and Climate award, congratulated the City on the groundbreaking of the Plunge Restoration Project, and praised George Avery, Fire Chief and team for the dedication of the AED machine at the Recreation and Park Pickleball courts in the name of Victoria Gustafson, who’s life was saved by quick thinking friends and the Fire Department.

Mayor Pro Tem Pimentel – Attended a meeting with the new leadership at LAX; discussed the “people mover” project, cargo terminals and terminal 9 (United Airlines). Attended the COG Transit meeting; Vincent Thomas Bridge will be closed down for 18 months, gave an update on the Metro; reported their ridership data is at 80% of what it was before the pandemic. Mentioned, due to excellent leadership, such as Elias Sassoon, Public Works Director, the COG is culling projects that are dormant and legacy multimillion dollar transit projects and El Segundo is the first City up. Attended South Bay Alliance meeting, attended the Public Safety Task Force meeting and attended Disaster Council meeting.

Mayor Boyles – Mentioned Council is back after Summer recess, during this time the Mayor met with several real estate professionals regarding information on the marketplace and data in El Segundo, met with several business owners in El Segundo regarding “deep tech” week to be held in El Segundo, met with the new Superintendent of El Segundo Unified School District, attended an Economic Corp meeting at Loreal, and attended the opening of the Chargers facility and training camp. Southern California Association of Governments has been dark for the summer.

24. Amendment to Agreement with Dr. Michael Stenstrom to Augment Scope of Services to Address Ongoing Issues with the Hyperion Facility
(Fiscal Impact: Not to exceed \$75,000 per year)

Mayor Boyles discussed the item.

Council discussion

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino authorizing the City Manager to Amend No. 6604A the existing professional services agreement with Dr. Michael Stenstrom to include additional support to assist the City with managing Hyperion activities more directly and respond to all issues related to resident complaints. MOTION PASSED. 5/0

- I. REPORTS – CITY ATTORNEY – No report
- J. REPORTS/FOLLOW-UP – CITY MANAGER – Gave an update on Hyperion Water Reclamation Plant.

MEMORIAL – None

Adjourned at 9:15 PM

Tracy Weaver, City Clerk



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Consent

Item Number: B.3

TITLE:

Warrant Demand Register for July 29, 2024 through August 18, 2024

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 3A, 3B and 4A: warrant numbers 3051682 through 3052039, and 9003199 through 9003215.
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 2024-2025 Adopted Budget. The total of \$9,591,741.69 (\$2,759,228.36 in check warrants and \$6,832,513.33 in wire warrants) are for demands drawn on the FY 2024-2025 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

September 3, 2024

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

Strategy A: Identify opportunities for new revenues, enhancement of existing revenues, and exploration of potential funding options to support programs and projects.

PREPARED BY:

Liz Lydic, Management Analyst

REVIEWED BY:

Wei Cao, CPA, CPFO, Finance Manager, Wei Cao, CPA, CPFO, Finance Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Register 3a - summary
2. Register 3b - summary
3. Register 4a - summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3051682 - 3051770
9003199 - 9003200

DATE OF APPROVAL: AS OF 8/24/24

REGISTER # 3a

001	GENERAL FUND	582,901.67
003	EXPENDABLE TRUST FUND - OTHER	7,500.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	25,488.00
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	18,031.00
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	6,811.35
114	PROP "C" TRANSPORTATION	100.00
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	64.26
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF-PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	AP/ OUPA PROGRAM OVERSIGHT SURCHARGE	49.28
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	2,665.00
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	9,436.25
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	52,411.94
502	WASTEWATER FUND	99,012.84
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	149.00
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	11,619.28
603	WORKERS COMP. RESERVE/INSURANCE	21.86
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	117.52
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
TOTAL WARRANTS		<u>816,179.25</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer'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

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

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

CHIEF FINANCIAL OFFICER:

NOTES:

CITY MANAGER:

DATE:

DATE:

Thel May
8/19/24

Wally
8-15-24

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 8/24/24
REGISTER # 3a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	446.13
1201	City Treasurer	29.12
1300	City Clerk	735.52
2101	City Manager	2,304.58
2102	Communications	140.14
2103	El Segundo Media	
2201	City Attorney	93,860.80
2401	Economic Development	91.14
2402	Planning	45.57
2405	Human and Health Services	85.81
2500	Administrative Services	114,571.84
2601	Government Buildings	2,456.05
2900	Nondepartmental	235,199.06
6100	Library	4,440.61
		454,406.37
PUBLIC SAFETY		
3100	Police	14,037.11
3200	Fire	3,024.39
2403	Building Safety	262.48
2404	Plng/Bldg Sfty Administration	970.48
		18,294.46
PUBLIC WORKS		
4101	Engineering	7,474.64
4200	Streets	23,683.97
4300	Wastewater	
4601	Equipment Maintenance	8,135.49
4801	Administration	64.28
		39,358.38
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	51,088.11
5400	CAMPS	4,030.60
		55,118.71
EXPENDITURES		
	CAPITAL IMPROVEMENT	9,436.25
	ALL OTHER ACCOUNTS	239,565.08
	TOTAL WARRANTS	816,179.25

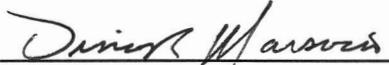
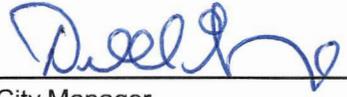
**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 07/29/24 THROUGH 08/04/24**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
7/30/2024	ICRMA	2,691,984.00	Annual Insurance Premium payment
7/30/2024	ICRMA	170,332.83	Annual Liability Insurance Assessment payment # 8 of 10
7/31/2024	CA Infrastructure Bank	454,289.82	Semi Annual Infrastructure payment
8/2/2024	Mission Square	77,001.19	457 payment Vantagepoint
8/2/2024	Mission Square	1,080.00	401(a) payment Vantagepoint
8/2/2024	Mission Square	3,048.85	401(a) payment Vantagepoint
8/2/2024	Mission Square	100.00	IRA payment Vantagepoint
8/2/2024	ExpertPay	5,134.52	EFT Child support payment
07/22/24-07/28/24	Workers Comp Activity	2,099.60	SCRMA checks issued/(voided)
07/22/24-07/28/24	Liability Trust - Claims	-	Claim checks issued/(voided)
07/22/24-07/28/24	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>3,405,070.81</u>	

**DATE OF RATIFICATION: 08/02/24
 TOTAL PAYMENTS BY WIRE:**

3,405,070.81

Certified as to the accuracy of the wire transfers by:

	<u>8/2/24</u>
Treasury & Customer Services Manager	Date
	<u>8/6/24</u>
Chief Financial Officer	Date
	<u>8-6-24</u>
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 FUND

3051771 - 3051849		
9003201 - 9003203		
001	GENERAL FUND	497,208.01
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	2,023.06
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	22,711.38
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	22,675.63
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	67,330.86
127	MEASURE "M"	1,822.51
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	-
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNMENT	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTION	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLECTOR	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	772,914.15
502	WASTEWATER FUND	4,901.82
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	800.00
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	22,604.65
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>1,414,992.07</u>

DATE OF APPROVAL: AS OF 8/24/24

REGISTER # 3b

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer'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

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

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

CHIEF FINANCIAL OFFICER:

CITY MANAGER:

DATE:

DATE:

T. Paul Uy 8/14/24

[Signature]
8-15-24

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 8/24/24
REGISTER # 3b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	529.01
1201	City Treasurer	537.88
1300	City Clerk	1,182.63
2101	City Manager	1,080.26
2102	Communications	
2103	El Segundo Media	1,620.94
2201	City Attorney	
2401	Economic Development	42,191.30
2402	Planning	3,145.22
2405	Human and Health Services	1,615.00
2500	Administrative Services	99,647.15
2601	Government Buildings	6,276.61
2900	Nondepartmental	661.24
6100	Library	7,565.98
		<hr/> 166,053.22
PUBLIC SAFETY		
3100	Police	131,974.30
3200	Fire	6,958.12
2403	Building Safety	330.00
2404	Plng/Bldg Sfty Administration	1,480.00
		<hr/> 140,742.42
PUBLIC WORKS		
4101	Engineering	25,997.85
4200	Streets	79,215.36
4300	Wastewater	
4601	Equipment Maintenance	390.89
4801	Administration	203.65
		<hr/> 105,807.75
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	19,325.95
5400	CAMPS	41,204.79
		<hr/> 60,530.74
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		941,857.94
TOTAL WARRANTS		<hr/> <hr/> 1,414,992.07

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 08/05/24 THROUGH 08/11/24**

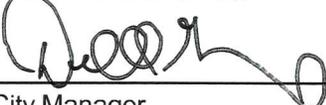
<u>Date</u>	<u>Payee</u>		<u>Description</u>
8/5/2024	IRS	329,274.42	Federal 941 Deposit
8/5/2024	Employment Development	6,114.59	State SDI payment
8/5/2024	Employment Development	74,702.42	State PIT Withholding
8/5/2024	Credit Card Fees	5.00	Credit Card Fees - July 2024
8/9/2024	Cal Pers	673,374.62	EFT Health Insurance Payment
07/29/24-08/04/24	Workers Comp Activity	39,761.39	SCRMA checks issued/(voided)
07/29/24-08/04/24	Liability Trust - Claims	805.22	Claim checks issued/(voided)
07/29/24-08/04/24	Retiree Health Insurance	11,116.00	Health Reimbursement checks issued
		<u>1,135,153.66</u>	

DATE OF RATIFICATION: 08/09/24

TOTAL PAYMENTS BY WIRE:

1,135,153.66

Certified as to the accuracy of the wire transfers by:

	<u>8/9/24</u>
Treasury & Customer Services Manager	Date
	<u>8/14/24</u>
Chief Financial Officer	Date
	<u>8-15-24</u>
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 FUND

3051850 - 3052039
9003204 - 9003215

DATE OF APPROVAL: AS OF 9/03/24

REGISTER # 4a

001	GENERAL FUND	349,628.95
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	17,840.00
110	MEASURE "R"	-
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	-
121	FEMA	-
120	C.O.P.S. FUND	18,993.16
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	276.40
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	80.00
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	9,785.00
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	-
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	41,543.69
502	WASTEWATER FUND	23,861.54
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	33,091.33
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	4,232.80
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	28,000.00
708	OUTSIDE SERVICES TRUST	724.17
	TOTAL WARRANTS	<u>528,057.04</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer'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.

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

CHIEF FINANCIAL OFFICER:

CITY MANAGER:

DATE:

DATE:

[Handwritten Signature] 8/20/24

[Handwritten Signature]
8/20/24

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 9/03/24
REGISTER # 4a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	19.02
1201	City Treasurer	54.86
1300	City Clerk	155.86
2101	City Manager	1,258.14
2102	Communications	178.10
2103	El Segundo Media	2,252.28
2201	City Attorney	117.50
2401	Economic Development	
2402	Planning	221.86
2405	Human and Health Services	80.00
2500	Administrative Services	170,767.14
2601	Government Buildings	9,544.88
2900	Nondepartmental	2,593.44
6100	Library	1,888.20
		189,131.28
PUBLIC SAFETY		
3100	Police	43,625.46
3200	Fire	40,024.60
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	321.82
		83,971.88
PUBLIC WORKS		
4101	Engineering	1,008.43
4200	Streets	9,903.95
4300	Wastewater	7,591.75
4601	Equipment Maintenance	10,244.48
4801	Administration	
		28,748.61
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	35,465.43
5400	CAMPS	542.50
		36,007.93
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		190,197.34
TOTAL WARRANTS		528,057.04

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 08/12/24 THROUGH 08/18/24**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
8/12/2024	West Basin	2,069,552.69	H2O payment
8/16/2024	Mission Square	81,860.63	457 payment Vantagepoint
8/16/2024	Mission Square	1,080.00	401(a) payment Vantagepoint
8/16/2024	Mission Square	3,048.85	401(a) payment Vantagepoint
8/16/2024	Mission Square	100.00	IRA payment Vantagepoint
8/16/2024	ExpertPay	5,134.52	EFT Child support payment
08/05/24-08/11/24	Workers Comp Activity	56,384.93	SCRMA checks issued/(voided)
08/05/24-08/11/24	Liability Trust - Claims	75,127.24	Claim checks issued/(voided)
08/05/24-08/11/24	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>2,292,288.86</u>	

DATE OF RATIFICATION: 08/16/24

TOTAL PAYMENTS BY WIRE:

2,292,288.86

Certified as to the accuracy of the wire transfers by:

8/16/24
 Treasury & Customer Services Manager Date

8/20/24
 Chief Financial Officer Date

8/20/24
 City Manager Date

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



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Consent

Item Number: B.4

TITLE:

Fiscal Year 2024-25 Adopted Budget Increase for Fiscal Year 2023-24 Continuing Appropriations

RECOMMENDATION:

1. Approve continuing appropriations from FY 2023-24 to FY 2024-25, thereby amending the Fiscal Year 2024-25 Adopted Budget in the Funds and by the amounts contained in Attachment 1.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Amount Budgeted: \$0

Additional Appropriation: Carryover of \$17,259,408.28 from FY 2023-24 to FY 2024-25

Account Number(s): Various

BACKGROUND:

Continuing Appropriations

At the end of the fiscal year, staff prepares a summary of budgeted appropriations that are required to be carried over to the next fiscal year in order to complete multi-year Capital Improvement Program (CIP) projects, professional service agreements (PSAs) that continue over multiple fiscal years, projects that were anticipated to be completed by June 30 but were not, and large purchases that were not completed by June 30. The funds associated with these projects and services should carry-over into the new budget year in order to be completed.

DISCUSSION:

The attached schedule (Attachment 1) identifies projects/purchase orders that were included in the FY 2023-24 budget but were not completed by June 30, 2024. The

Fiscal Year 2024-25 Adopted Budget Increase for Fiscal Year 2023-24 Continuing Appropriations
September 3, 2024
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attached document provides detail of each request and its justification. As a result, staff is requesting to carryover total appropriations of \$17,259,408.28 to FY 2024-25. These items represent previously approved purchase orders and therefore should be carried over to FY 2024-25. The carryover of these encumbrances also requires the appropriation be carried over, as sufficient appropriations would not exist in the current year budget to fund both the continued projects and the new projects approved in the Fiscal Year 2024-25 adopted budget. Attachment 1 - PO Carryover and Budget Adjustment for FY 2024-25 lists the purchase order number, vendor, department, account/fund number, purchase order balance, and a brief reason/justification. The annual strategic planning and budgeting process over the past several years has resulted in staff estimating operational needs, processes, and timing of projects with greater precision, which has resulted in more accurate budget projections. The following table is a summary of the requests listed by fund.

Table 1:

	Fund Name	Fund Number	Total Request
1	State Gas Tax	106	\$10,758.32
2	Asset Forfeiture Fund	109	\$26,980.84
3	Prop "C" Transportation	114	\$43,531.80
4	CIP Fund	301	\$16,055,065.81
5	Water Fund	501	\$17,784.00
6	Sewer Fund	502	\$954,986.36
7	Equipment Replacement Fund	601	\$150,301.15
	Total		\$17,259,408.28

The continuing appropriations from ongoing projects/purchases and encumbrances at the end of the fiscal year do not represent an additional appropriation of funds, but a carryover of unexpended funds from the prior fiscal year. Approval of these continuing appropriations items will have minimal impact on estimated ending fund balances at June 30, 2025.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

Fiscal Year 2024-25 Adopted Budget Increase for Fiscal Year 2023-24 Continuing Appropriations
September 3, 2024
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Strategy B: Utilize the City's long-term financial plan to make financial decisions that support the goals of the strategic plan.

PREPARED BY:

Wei Cao, CPA, CPFO, Finance Manager

REVIEWED BY:

Paul Chung, Chief Financial Officer

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. FY 2024-2025 BUDGET CARRY FORWARD LIST

City of El Segundo
Attachment A - Schedule of Purchase Orders and Budget Carryovers
Fiscal Year 2023-2024 to Fiscal Year 2024-2025

<u>PO #</u>	<u>Vendor Name</u>	<u>Dept</u>	<u>Account Number</u>	<u>PO Balance</u>	<u>Description</u>
State Gas Tax					
42-00365	Bureau Veritas Technical Assessmens LLC	PW	106-400-4202-6214	\$10,758.32	Ongoing CIP/ADA Self Survey & Transition Plan Services
				Total State Gas Tax	\$10,758.32
Asset Forfeiture Fund					
60-01331	Chevrolet of Watsonville/National Auto Fleet	POLICE	109-400-3109-8105	\$26,980.84	Two K-9 Interceptors have not been scheduled for production by the manufacturer (Ford).
				Total Asset Forfeiture	\$26,980.84
Prop "C" Transportation					
30-00470	MNS Engineers, Inc.	PW	114-400-8203-8943	\$24,570.01	Ongoing CIP/EI Segundo Blvd Improvement Design
30-00478	Z&K Consultants	PW	114-400-8203-8995	\$5,390.37	Ongoing CIP/EI Segundo Blvd Improvement Construction Management
30-00481	Sully-Miller Contracting Co	PW	114-400-8203-8995	\$13,571.42	Ongoing CIP/EI Segundo Blvd Improvement Project
				Prop "C" Transportation	\$43,531.80
CIP Fund					
30-00492	Miller Architectural Corporation	PW	301-400-8202-8218	\$17,688.06	Ongoing CIP/Civic Center ADA Improvement
30-00493	KOA Corporation	PW	301-400-8186-8236	\$901,796.28	Ongoing CIP/Plunge Construction Management
30-00498	Arcadis, A California Partnership	PW	301-400-8186-8236	\$31,576.00	Ongoing CIP/Plunge Bidding Svc
30-00501	NKS Mechanical Contracting Inc.	PW	301-400-8201-8400	\$647,000.00	Ongoing CIP/City Hall HVAC
30-00504	Arcadis, A California Partnership	PW	301-400-8186-8236	\$324,295.25	Ongoing CIP/Plunge Construction Design Svcs
30-00505	Hirsch & Associates, Inc.	PW	301-400-8201-8112	\$37,319.00	Ongoing CIP/Main St/Imperial Hwy Monument Construction Admin
30-00507	Morillo Construction, Inc.	PW	301-400-8186-8236	\$12,988,000.00	Ongoing CIP/Plunge Renovation Construction
30-00508	Square Signs LLC, dba Front Signs	PW	301-400-8201-8112	\$347,489.25	Ongoing CIP/Main St/Imperial Hwy. Monument Sign Construction
30-00509	DBA MIG, Inc.	PW	301-400-8202-8421	\$759,901.97	Ongoing CIP/Rec Park Improvement Design
				Total CIP Fund	\$16,055,065.81
Water Fund					
43-00293	Downstream Services, Inc.	PW	501-400-7102-6206	\$17,784.00	Ongoing CIP/Pump Station Maintenance and On-Call Svc
				Total Water Fund	\$17,784.00
Sewer Fund					
43-00293	Downstream Services, Inc.	PW	502-400-4301-6206	\$94,670.31	Ongoing CIP/Pump Station Maintenance and On-Call Svc
30-00503	Tomovich & Associates	PW	502-400-8204-8647	\$860,316.05	Ongoing CIP/Wastewater Infrastructure Improvement
				Sewer Fund	\$954,986.36
Equipment Replacement Fund					
60-01331	Chevrolet of Watsonville/National Auto Fleet	POLICE	601-400-3101-8105	\$89,033.92	Two K-9 Interceptors have not been scheduled for production by the manufacturer (Ford).
60-01328	Chevrolet of Watsonville/National Auto Fleet	POLICE	601-400-3101-8105	\$61,267.23	Chevy Tahoe Production set for Sept 2024
				Total Equipment Replacement Fund	\$150,301.15
				Grand Total	\$17,259,408.28



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Consent

Item Number: B.5

TITLE:

Construction Contract with CJ Concrete Construction for \$178,073 for FY 2024-25
Concrete Improvements Project No. PW 24-09

RECOMMENDATION:

1. Authorize the City Manager to execute a standard Public Works Construction Contract with CJ Concrete Construction for \$178,073 for the FY 2024-25 concrete improvements project No. PW 24-09, and authorize an additional \$17,807 as contingency funds for potential unforeseen conditions.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2024-25 Budget.

Amount Budgeted: \$200,000

Additional Appropriation: No.

Account Number(s): 106-400-8203-8606 (Sidewalk Repair – Gas Tax Fund)

BACKGROUND:

On May 21, 2024, the City Council adopted a resolution availing the City of the immunities set forth in Government Code § 830.6 and adopting the plans and specifications for the FY 2024-25 concrete improvements project No. PW 24-09 (Project) to repair defective sidewalks, curbs and gutters throughout the City. The program eliminates potential trip hazards, ensures public safety, and restores proper drainage flows.

DISCUSSION:

On July 2, 2024, the City Clerk received and opened seven bids as follows:

FY 2024-25 Annual Concrete Improvements Project

September 3, 2024

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1. CJ Concrete Construction	\$195,073
2. Dash Construction Co., Inc.	\$239,391
3. We R Builders, Inc.	\$324,960
4. Gentry General Engineering, Inc.	\$331,960
5. LCR Earthwork & Engineering Corp.	\$332,590
6. Hardy and Harper, Inc.	\$406,000
7. Onyx Paving Company, Inc.	\$410,000

CJ Concrete Construction has been found to be the apparent lowest responsive and responsible bidder. Their state license and DIR registration are in good standing, and they have also satisfactorily completed a similar concrete improvement project for the City of Santa Ana.

The base bid contract amount is \$161,073, with an additional \$34,000 proposed to construct four alternative items, 11 through 14. To keep the project within the approved FY 2024-25 budget, staff respectfully recommends awarding of Alternative Items 11 and 12 only, for a total construction cost of \$178,073. A 10% contingency amount of \$17,807 is requested as funds for potential unforeseen conditions.

At this time, staff respectfully would like to recommend City Council approve the recommended actions as noted. With the City Council's authorization, the anticipated schedule for this project is as follows:

August 2024: Contract Award
September 2024: Complete Contract Documents
October 2024: Begin Construction
December 2024: Complete Project

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy A: Seek opportunities to implement and expedite the projects in the Capital Improvement Program and ensure that City-owned infrastructure is well maintained, including streets, entryways, and facilities.

PREPARED BY:

Floriza Rivera, Principal Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

FY 2024-25 Annual Concrete Improvements Project

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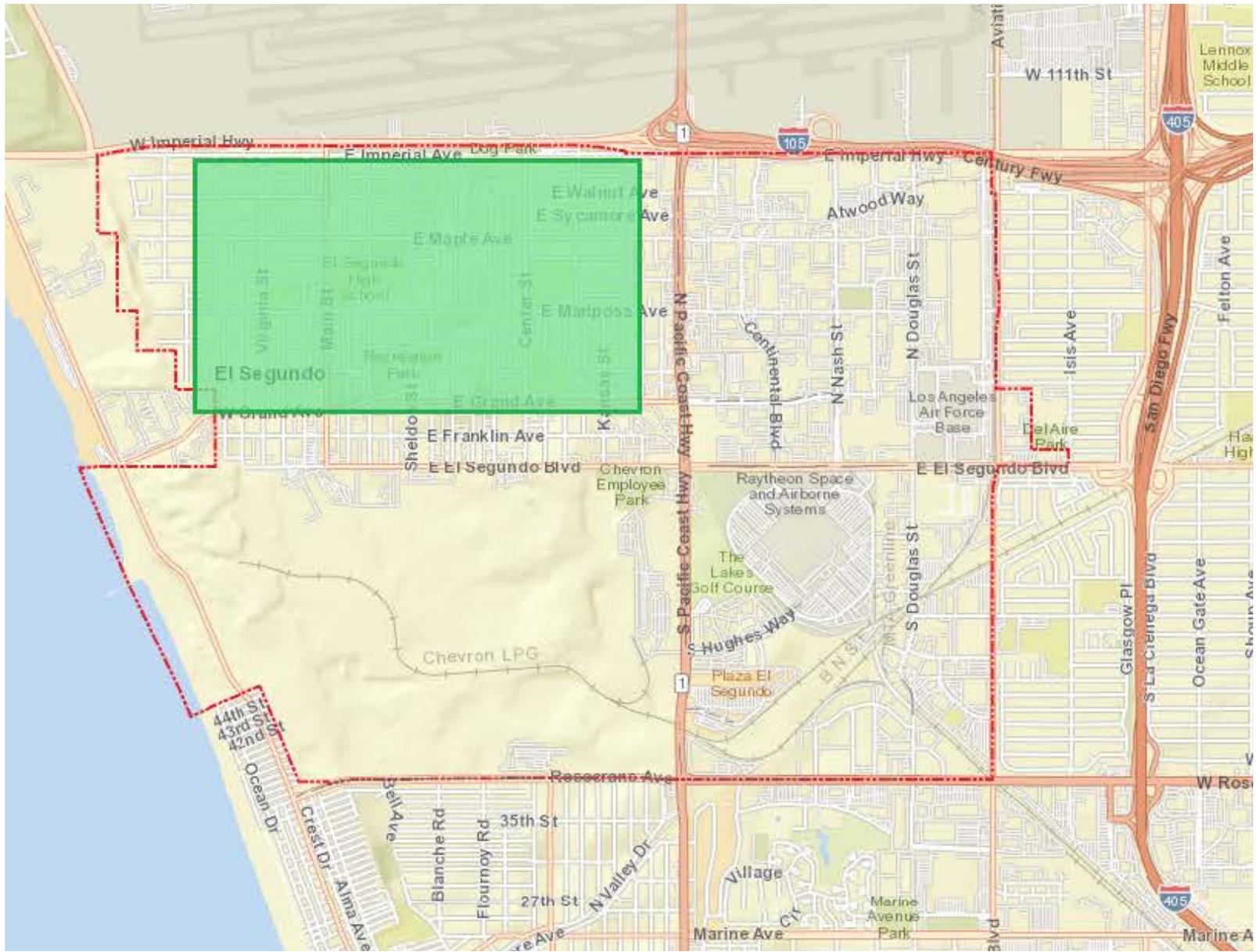
ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map PW 24-09
2. Location Map PW 24-09
3. Attachment 1 CJ Concrete Bid Results PW 24-09
4. Attachment 2 Project Locations PW 24-09



Vicinity Map

PW 24-09: FY 2024-25 Concrete Improvements Project



6,018.7 0 3,009.33 6,018.7 Feet

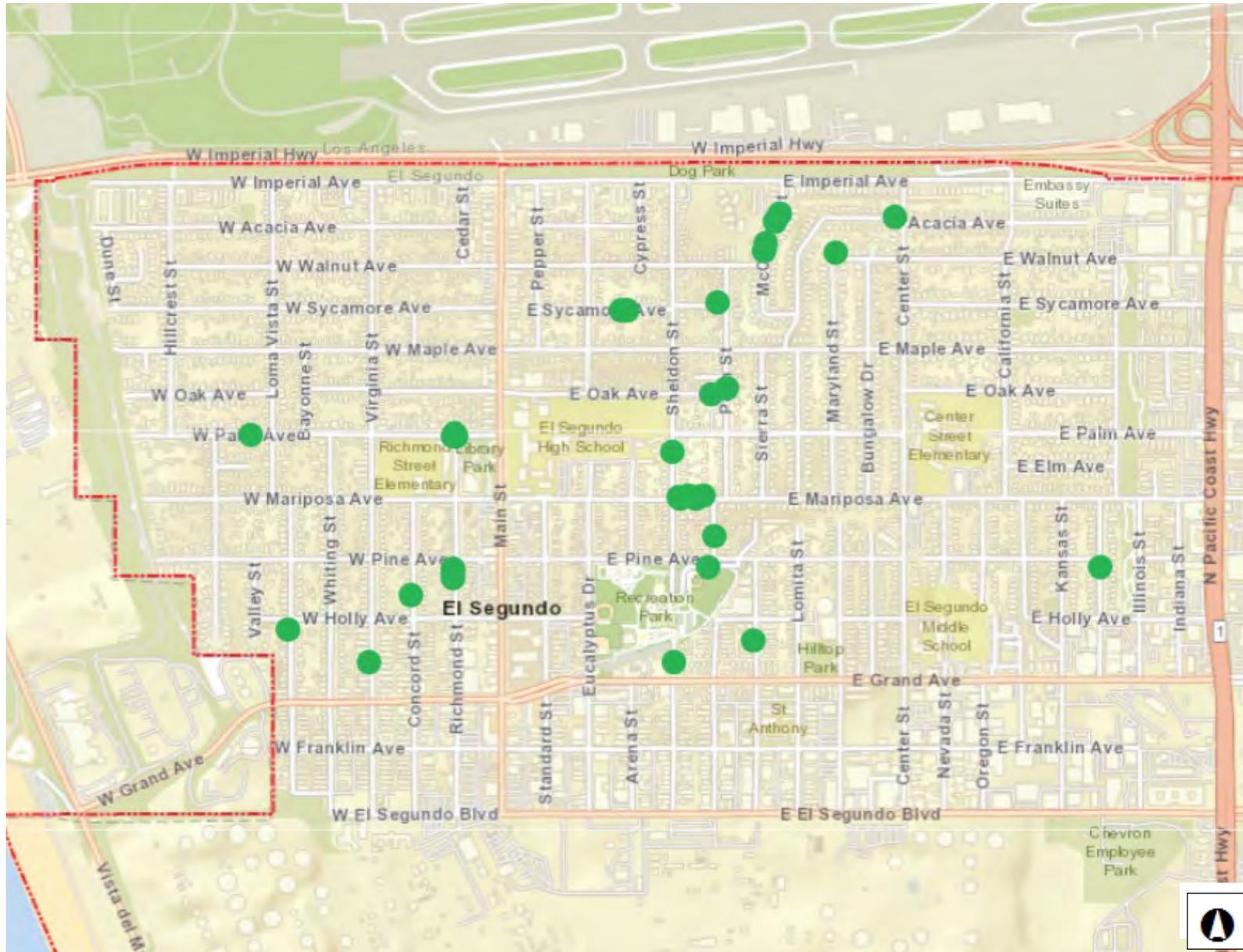
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DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. 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

PW 24-09: FY 2024-25 Concrete Improvements Project



Legend

- - - City boundary
- Concrete repair locations

Notes



No Scale



WGS_1984_Web_Mercator_Auxiliary_Sphere

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.

**CJ Concrete Construction Bid Results
PW 24-09: FY 24/25 Concrete Improvements Project**

BASE BID ITEMS 1-10	
Subtotal: sidewalk, driveway approach, curb, curb ramp construction, etc.	\$161,073

ALTERNATIVE BID ITEMS 11-1 to 11-4		
Item No.	Description or Intersection	Total (\$)
11-1	Construct new ADA-compliant curb ramp on the northwest side of W. Palm Ave./Richmond St. intersection	\$7,000
11-2	Mechanically remove conflicting crosswalk striping and install new crosswalk striping after the northwest W. Palm/Richmond curb ramp is constructed	\$10,000

Subtotal: Alternative Bid Items 11-1 through 11-2 \$17,000

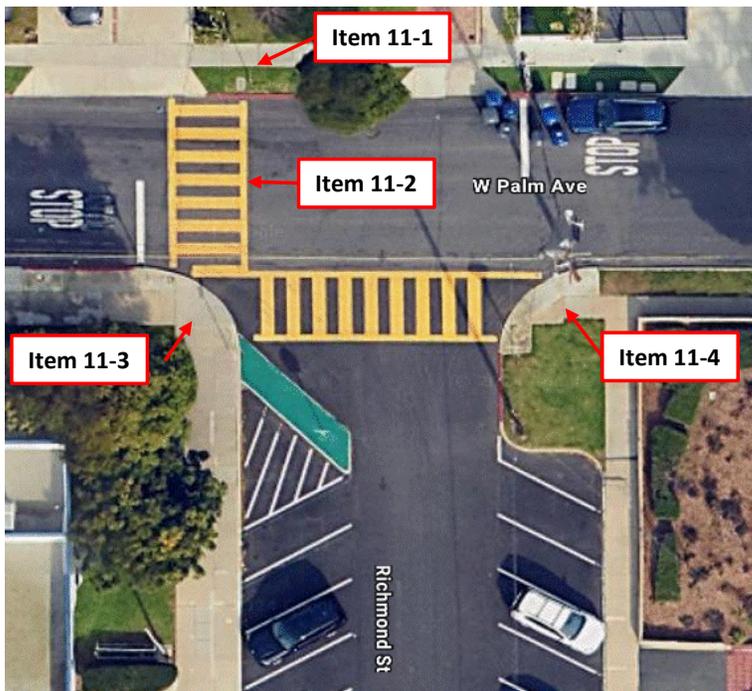
11-3	Remove and replace existing curb ramp at the southwest corner of the W. Palm Ave./Richmond St. intersection	\$8,500
11-4	Remove and replace existing curb ramp at the southeast corner of the W. Palm Ave./Richmond St. intersection	\$8,500

Subtotal: Alternative Bid Items 11-1 through 11-4 \$17,000

COMBINED TOTAL WITH ALTERNATIVE BID ITEMS 11-1 AND 11-2 ONLY \$178,073

COMBINED TOTAL WITH ALTERNATIVE BID ITEMS 11-1 THROUGH 11-4 \$195,073

ALTERNATIVE BID ITEM LOCATIONS AT RICHMOND ST./W. PALM AVE.:



**ATTACHMENT 2, REPAIR LOCATIONS
FY 2024-25 CONCRETE IMPROVEMENTS PROJECT, PROJECT NO. PW 24-09**

ITEM NO.	ADDRESS	4" SIDEWALK (SF)	DRIVEWAY APPROACH (SF)	CURB AND GUTTER (LF)	CURB ONLY (LF)	CURB RAMP (EA)	TREE REMOVAL NEEDED (EA)	CATCH BASIN LOCAL DEPRESSION	PARKWAY HARDSCAPE REMOVAL AND RESEED (SF)	ADDITIONAL FULL-DEPTH AC REPAIR BEYOND 3-FT SLOT PAVING
1	1049 E. Acacia Ave.	112		36				96		65
2	415 Concord St.	160			32	1				
3	353 Loma Vista St.				27					
4	501 E. Mariposa Ave. e/o Sheldon St.	208			20					
5	511 E. Mariposa Ave.	112			16					
6	517 E. Mariposa Ave.	80	80		12					
7	523 E. Mariposa Ave.	112			20					
8	514 and 500 block E. Mariposa, south side	288			20					
9	540 Sheldon (500 block E. Mariposa side)	208			12		1			
10	905 Maryland St.	256	120							
11	904 McCarthy Ct.	160	64		45		1		160	
12	908 McCarthy Ct.	352	56		76		1			
13	929-935 McCarthy Ct.	304	80		50					
14	518 E. Oak Ave.	150			30					
15	612 W. Palm Ave.	128	12		40					
16	520 Penn St.		144							
17	730 Penn St.	64	45							
18	606 W. Pine Ave.	128								
19	610 W. Pine Ave.	80			22					
20	Recreation Park Guaymas Way Parking Lot	160			40					
21	429-437 Richmond St.	368			108					
22	310 Sheldon St.	160			40					
23	329 Sierra St.	16	9							
24	513 Sheldon St.	160								
25	634-638 Sheldon St.		88							
26	320 E. Sycamore Ave.	64			16					
27	400 E. Sycamore Ave.	2	81							
28	837 E. Sycamore Ave.	150			30					
29	333 Virginia St.	108								
30	1009-1017 E. Walnut Ave.	264	164	33						300
31	432 Washington St.	160			40					
Alt. 11-1, Alt. 11-2	W. Palm Ave./Richmond St., NW corner					1				
Alt. 11-3	W. Palm Ave./Richmond St., SW corner					1				
Alt. 11-4	W. Palm Ave./Richmond St., SE corner					1				

TOTAL QUANTITIES	4514	943	69	696	4	3	96	160	365
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City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Consent

Item Number: B.6

TITLE:

Second Reading of an Ordinance Amending El Segundo Municipal Code Chapter 1-6 (Personnel Merit System) to Remove the Senior Civil Engineer from the List of Positions Exempt from the Civil Service System

RECOMMENDATION:

1. Waive the second reading, including by title, and adopt an Ordinance amending El Segundo Municipal Code Chapter 1-6 to reduce the list of positions exempt from the Civil Service System.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

Exempt positions from the Civil Service system do not have the same rights as classified positions. Civil service provides a range of job protections for City employees, including merit-based hiring and promotions, opportunity for employees to correct performance issues, and “for cause” termination. In contrast, employees exempt from civil service may be appointed without a competitive hiring process and are subject to “At-Will” employment (i.e., employment that may be terminated at any time for any reason not prohibited by law).

El Segundo Municipal Code (“ESMC”) §§ 1-6-1 and 1-6-1 require Civil Service membership for all City employees except those specifically exempted. ESMC § 1-6-4 exempts department heads, elective officers, and certain specified positions listed therein.

The “At-Will” classifications in the “Management and Confidential” unrepresented group are based upon positions requiring a particularly high degree of professional

Amendment of Municipal Code Exempt Positions

September 3, 2024

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responsiveness, individual accountability, broad management responsibilities, and independent discretion required to perform assigned responsibilities.

The proposed Ordinance was introduced, and the first reading was waived at the August 20, 2024 City Council meeting. Staff was directed to schedule the second reading at the September 3, 2024 regular City Council meeting.

DISCUSSION:

The proposed Ordinance would remove the Senior Civil Engineer position from the list of those exempted from the civil service system. As with the prior adopted Ordinance, Civil Service exemption for the positions marked with an asterisk (*) will become effective upon vacation of each position and City Council approval of a revised classification specification for the position.

Positions Excluded from Civil Service System

Assistant City Clerk (At-Will)

Building Official (At-Will)

City Attorney

City Engineer (At-Will)

City Manager

Communications Manager (At-Will)

Deputy City Manager

Finance Manager (At-Will)

General Services Superintendent (At-Will)

Human Resources Manager (At-Will)

Information Systems Manager (At-Will)

Library Services Manager*

Park Maintenance Superintendent*

Planning Manager (At-Will)

Amendment of Municipal Code Exempt Positions

September 3, 2024

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Principal Civil Engineer*

Recreation Manager (At-Will)

Risk Manager (At-Will)

Senior Executive Assistant (At-Will)

Treasury and Customer Service Manager (At-Will)

Utilities Superintendent (At-Will).

Implementation Actions

To implement the above actions, modification to ESMC Chapter 1-6 is needed to comply with City's personnel policies and practices and state law. The proposed Ordinance would exclude the positions listed above from the merit system. Two readings of the Ordinance are required for approval. Staff recommends a second reading and adoption of the proposed Ordinance at the regular September 3, 2024 City Council meeting.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Promote and Celebrate a Quality Workforce Through Teamwork and Organizational Excellence

Strategy A: Enhance staff recruitment, retention, and training to ensure delivery of unparalleled City services and implementation of City Council policies.

Strategy B: Improve organizational excellence by implementing processes and tools that facilitate data collection and analysis while promoting data-driven decision-making.

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. Ordinance Amendment ESMC Chapter 1-6 Civil Service

ORDINANCE NO. _____

**AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE
CHAPTER 1-6 (PERSONNEL MERIT SYSTEM) TO REMOVE THE
SENIOR CIVIL ENGINEER FROM THE LIST OF POSITIONS EXEMPT
FROM THE CIVIL SERVICE SYSTEM.**

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

SECTION 1. The City Council finds and determines as follows:

- A. State law allows cities to adopt civil service programs that are adaptable to their respective sizes and types via ordinance (Gov. Code, § 45000 et seq.)
- B. The City has adopted a civil service system which is set forth in El Segundo Municipal Code (“ESMC”) Chapter 1-6 (Personnel Merit System).
- C. The City Council desires to adopt this Ordinance to memorialize updates to the positions excluded from the City’s civil service system.

SECTION 2. El Segundo Municipal Code (“ESMC”) § 1-6-4 is amended in its entirety to read as follows:

“1-6-4: EXCLUSIONS:

Effective October 3, 2024, those officers and members of departments, in addition to department heads and elected officers who are expressly excluded from the merit system, are:

Assistant City Clerk (At-Will)

Assistant City Manager (At-Will)

Building Official (At-Will)

City Attorney

City Engineer (At-Will)

City Manager

Communications Manager (At-Will)

Deputy City Manager

Environmental Programs Manager (At-Will)

Finance Manager (At-Will)
General Services Superintendent (At-Will)
Human Resources Manager (At-Will)
Information Systems Manager (At-Will)
Library Services Manager*
Park Maintenance Superintendent*
Planning Manager (At-Will)
Principal Civil Engineer*
Recreation Manager (At-Will)
Risk Manager (At-Will)
Senior Executive Assistant (At-Will)
Treasury and Customer Service Manager (At-Will)
Utilities Superintendent (At-Will).

*NOTE: Any position designated above with an asterisk will only be excluded from the personnel merit system under this section upon both the vacancy of such position after the date first set forth in this section and City Council approval of a revised classification specification for the position.”

SECTION 3. *Validity of Previous Code Sections.* If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other regulation by this Ordinance will be rendered void and cause such ESMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 4. *Enforceability.* Repeal or amendment of any previous Code Sections does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 5. *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not

affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Ordinance are severable.

SECTION 6. The City Clerk, or her duly appointed deputy, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 7. Construction. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 8. Environmental Review. This Ordinance was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"). Based upon that review, this Ordinance is exempt from further review pursuant to CEQA Guidelines §15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 9. Recording. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10. Execution. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Ordinance signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or duly appointed deputy, is directed to attest thereto.

SECTION 11. Effective Date. This Ordinance will take effect on the 30th day following its final passage and adoption.

ORDINANCE NO. ____ HAD ITS FIRST READING ON _____, ITS SECOND READING ON _____, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF EL SEGUNDO AT ITS REGULAR MEETING OF _____.

Drew Boyles, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Consent

Item Number: B.7

TITLE:

Resolution Approving Plans and Specifications for the Library Elevator Modernization Project

RECOMMENDATION:

1. Adopt a resolution approving engineering plans and construction specifications for the Library Elevator Modernization Project No. PW 24-03 to avail the City of Government Code § 830.6 immunities and establishing a project payment account.
2. Authorize staff to advertise the project for construction bidding.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2024-25 Budget.

Amount Budgeted: \$185,000

Additional Appropriation: None

Account Numbers: 301-400-8201-8710 (\$107,105.50) and 125-400-6101-3625 (\$77,894.50)

BACKGROUND:

In February 2022, the Recreation, Parks and Library Department applied for the California State Library's Building Forward Grant to upgrade the El Segundo Public Library ("Library"). The grant requires a 50/50 match from the applicant's jurisdiction. This grant provides for an infrastructure upgrade to be designed and constructed by March 2026. Three projects were submitted with the following cost estimates for design and construction:

Library Wall Repairs and Waterproofing Project: \$125,600

Approval of Engineering Plans and Specifications for the Upgrade of the Library Elevator And Advertise

September 3, 2024

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Upgrade of the Library Elevator Project: \$190,400
Library HVAC Improvements Project: \$43,180
Total Project Cost = \$359,180

On September 12, 2022, the Library received a letter of intent to award the grant to the City of El Segundo, and on November 4, 2022, received a grant acceptance package in the amount of \$179,590. With the City Council's approval, the Finance Department appropriated \$185,000 to accommodate these three projects and comply with the 50/50 match requirement.

In July 2024, the Library Wall Repairs and Waterproofing Project was completed with a total project cost of \$159,901.

The next project that is ready to be constructed is the Library Elevator Modernization Project No. PW 24-03 ("Project"). The hydraulic machinery serving the library elevator is reaching the end of its life cycle and is due for replacement. It is vital to replace this equipment to maintain accessibility to all floors of the library. The design for the project is already completed at the cost of \$43,490.

DISCUSSION:

J.C. Chang and Associates, Inc. prepared the Engineering Plans and Specifications for the Project. These documents have been reviewed and approved by staff.

With the City Council's authorization, the anticipated schedule for the improvements is as follows:

September 2024 - Advertising and Bid Process
November 2024 - Contract Award
December 2024 - Begin Construction
January 2025 - Project Completion

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy A: Seek opportunities to implement and expedite the projects in the Capital Improvement Program and ensure that City-owned infrastructure is well maintained, including streets, entryways, and facilities.

PREPARED BY:

**Approval of Engineering Plans and Specifications for the Upgrade of the Library
Elevator And Advertise**

September 3, 2024

Page 3 of 3

Arianne Bola, Sr. Engineer Associate

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution
2. Vicinity Map
3. Location Map

RESOLUTION NO. __

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR LIBRARY ELEVATOR MODERNIZATION, PROJECT NO. PW 24-03, 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 Engineer prepared plans and specifications for PW 24-03, Upgrade of the Library Elevator (“Project”) to upgrade the hydraulic machinery of the elevator. These plans and specifications are complete. Services related to the Project may begin;
- B. 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 ____ day of _____, 2024.

Drew Boyles, Mayor

ATTEST:

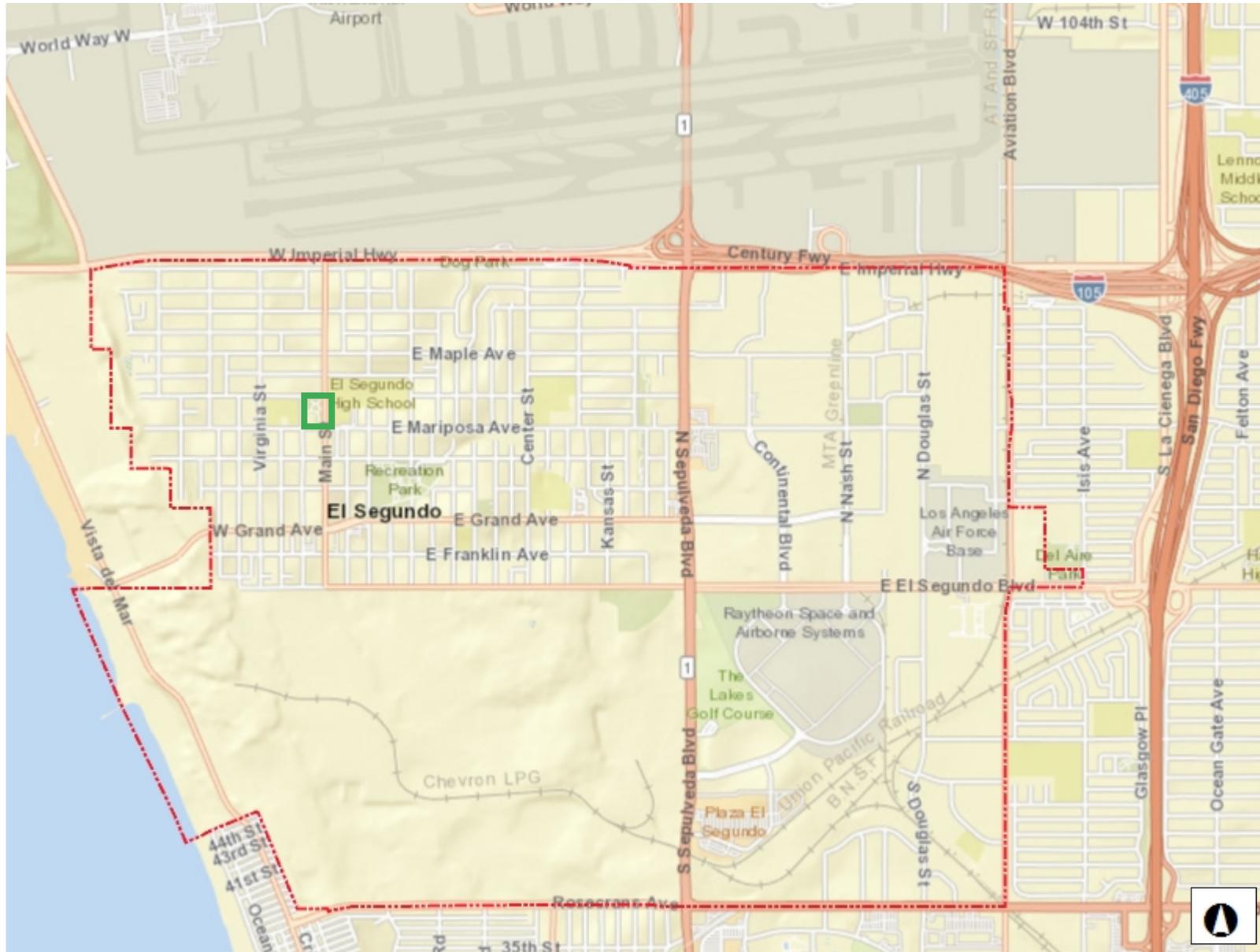
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

_____ for
Mark D. Hensley
City Attorney



PW 24-03: Upgrade of the Library Elevator Project Vicinity Map



6,018.7 0 3,009.33 6,018.7 Feet

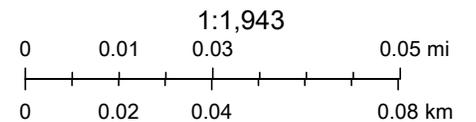
WGS_1984_Web_Mercator_Auxiliary_Sphere

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.

PW 24-03: Upgrade of the Library Elevator Project Location Map



9/18/2023



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



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Consent

Item Number: B.8

TITLE:

Notice of Completion for City Hall Phase 2 Improvements Project

RECOMMENDATION:

1. Accept the City Hall Phase 2 Improvements Project No. PW 23-09 by MCM Construction, Inc. as complete.
2. Authorize and direct the City Clerk to file the attached Notice of Completion with the Los Angeles County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2023-24 Capital Improvement Program ("CIP") budget. The total project cost is \$695,256.39.

Amount Budgeted: \$700,000

Additional Appropriation: None

Account Numbers: \$299,473.44 from 301-400-8201-8473 and \$395,782.95 from 708-400-2403-8807

BACKGROUND:

City Hall is an aging facility which was originally constructed in 1955, and was remodeled to house Community Development and Public Works Departments in the mid 1970s. In order to better serve the public, rehabilitation improvements were identified by staff to be done in multiple phased projects.

The previous Phase 1 of this project, which was identified as the Civic Center Maintenance and Repairs Project PW 21-11, began construction in January 2022 and was completed in August 2023. The scope of the first phase improvements included the main entry area to the Community Development and Public Works Departments, the

Notice of Completion for City Hall Phase 2 Improvements, Project No. PW 23-09

September 3, 2024

Page 2 of 3

Building Division staff seating area, new public counters, and renovations to the Executive Conference Room to upgrade and reconfigure a heavily-used conference room.

Phase 2 of this project, which was identified as the City Hall Phase 2 Improvements Project PW 23-09 (Project), had a project scope including 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; and
3. Reconfiguration of the mail-room to accommodate two new offices for Finance Department staff.

DISCUSSION:

The construction of the Project began in February 2024 and was completed in July 2024. The Project was subsequently inspected by City staff. This Project was completed in accordance with the approved plans and specifications to the full satisfaction of City staff. Staff recommends that the City Council approve the recommended actions for the Project as noted.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy A: Seek opportunities to implement and expedite the projects in the Capital Improvement Program and ensure that City-owned infrastructure is well maintained, including streets, entryways, and facilities.

Strategy B: Seek opportunities to implement the use of innovative technology to improve services, efficiency, and transparency.

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

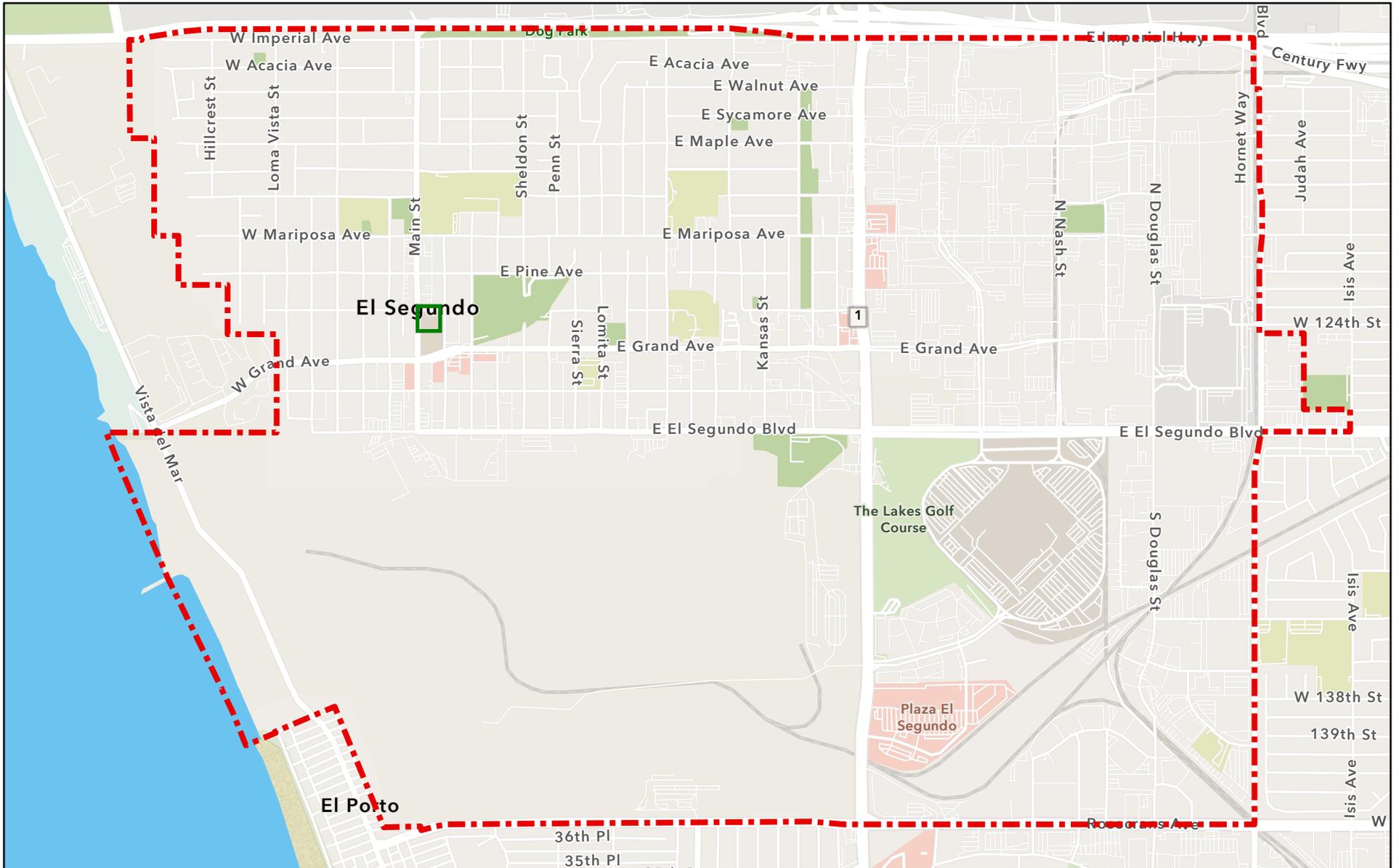
Notice of Completion for City Hall Phase 2 Improvements, Project No. PW 23-09

September 3, 2024

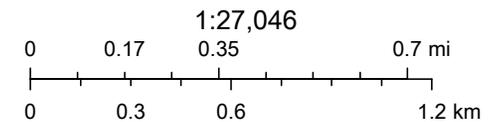
Page 3 of 3

2. Location Map
3. Before and After Pictures
4. Notice of Completion

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

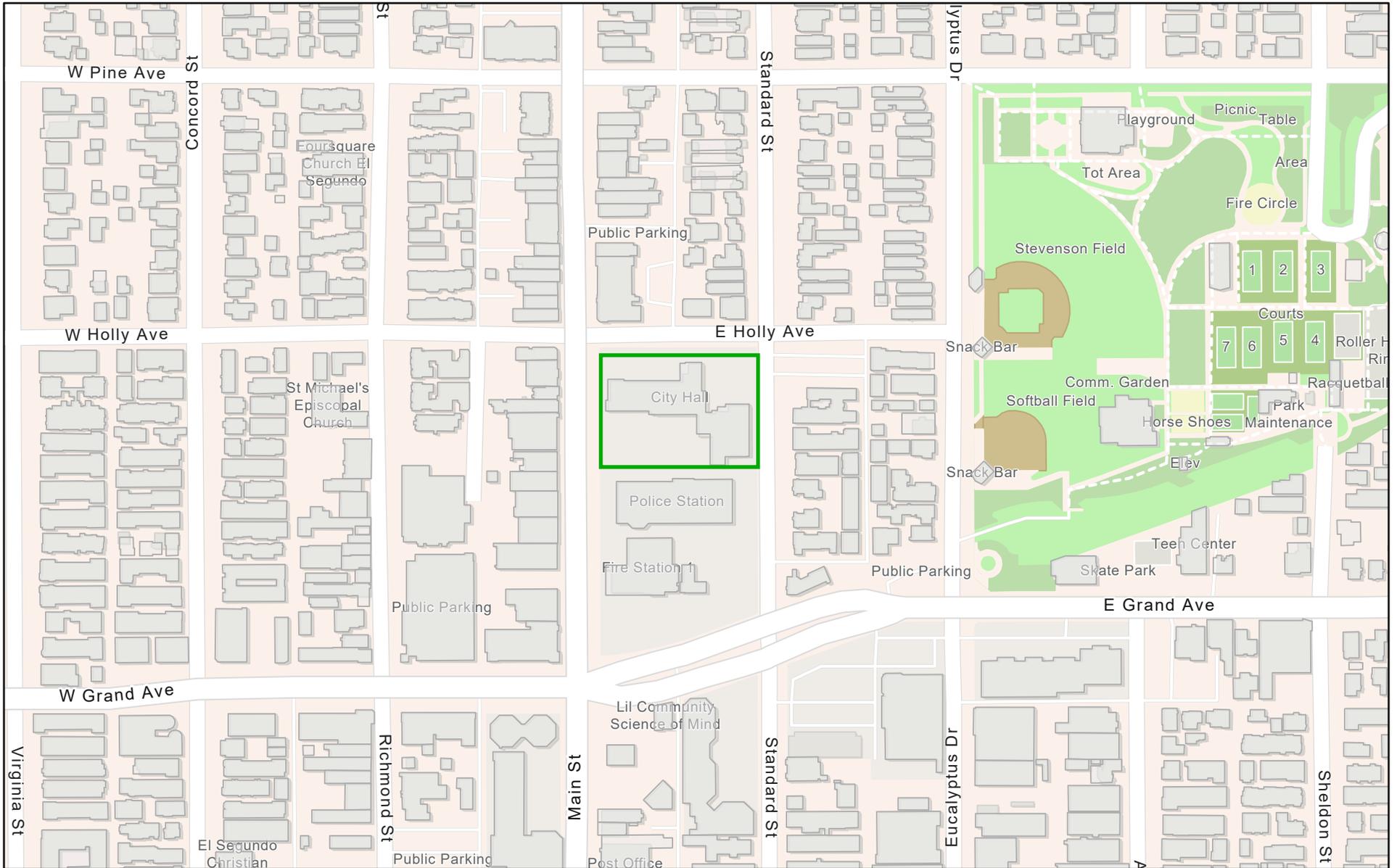


2/23/2023

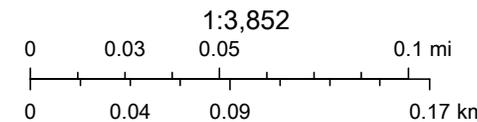


City of El Segundo, County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

Location Map - PW 23-09 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,

**PW 23-09 City Hall Phase 2 Improvements Project
Before and After Pictures**

Before: Mailroom back office



After:



Before: Mailroom



After: Converted to new office



Before: West Basement office area



After: New ITSD office space



Before: East Basement office areas



After: New Media Team office space



**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: City Hall Phase 2 Improvements Project

Project No.: PW 23-09

Contract No. 6763

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 July 22, 2024. The work done was: City Hall renovations to the Mailroom, West Basement office area, and East Basement office area.
6. On September 3, 2024, 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: MCM Construction 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 Phase 2 Improvements Project
9. The street address of said property is: 350 Main St., El Segundo, CA, 90245

City of El Segundo

Dated: _____

Elias Sassoon
Public Works Director

VERIFICATION

I, the undersigned, say: I am the Director of Public Works/City Engineer 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 _____, 2024 at El Segundo, California, 90245.

City of El Segundo

Elias Sassoon
Public Works Director



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Consent

Item Number: B.9

TITLE:

Agreement with Tec-Refresh, Inc. to Renew Palo Alto Networks Firewall Support

RECOMMENDATION:

1. Authorize the City Manager to execute a one-year hardware and subscription support renewal agreement with Tec-Refresh, Inc. for \$127,801.18 to provide continued internet access and cybersecurity protection as a cooperative purchase pursuant to ESMC § 1-7-9(C).
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2024-25 Budget.

Amount Budgeted: \$127,801.18

Additional Appropriation: No

Account Number: 001-400-2505-6218

BACKGROUND:

On September 6, 2022, the City Council approved the purchase of two Palo Alto firewalls from Tec-Refresh for \$178,699.95 using equipment replacement funds. These firewalls help keep our computer networks fast, safe, and reliable. This Palo Alto Networks equipment, often referred to as a "next generation" firewall, identifies and protects user identity by employing firewall protection to block access to known malicious sites. Filtering will be used to protect the City against web-based threats such as phishing and malware. Firewall protection will allow the City to stay ahead of emerging cybersecurity threats.

To keep the City's firewalls operational, it is necessary to renew the subscription and hardware support licenses. The City's current firewall support is set to expire in November 2023.

Renew Palo Alto Networks Firewall Support

September 3, 2024

Page 2 of 2

DISCUSSION:

Tec-Refresh has provided a renewal quote that would extend support to November 2025, and has priced the quote based on the National Association of State Procurement Officials (NASPO) competitively bid cooperative agreement No. AR2472.

The NASPO cooperative agreement is the result of a request for proposal (RFP) organized by the State of Utah to have a menu of cloud (software) solutions that can be purchased at more favorable pricing. The State of California executed a Participating Addendum (No. 7-17-70-40-05) to extend that menu and pricing to California state and local government entities.

Accordingly, staff recommends that City Council waive the bidding procedures pursuant to ESMC § 1-7-9(C) and authorize the renewal of support for Palo Alto through the NASPO cooperative agreement.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy B: Seek opportunities to implement the use of innovative technology to improve services, efficiency, and transparency.

PREPARED BY:

Jose Calderon, Information Technology Services Director

REVIEWED BY:

Jose Calderon, Information Technology Services Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Palo Alto Quote



Company Address 100 Bayview Circle, Suite 230
Newport Beach, CA 92660
US

Expiration Date 11/6/2024
Opportunity Owner Michael Tamaro

Quote # QUO - 1849

Contact Information

Prepared By	Michael Tamaro	Contact Name	Jose Calderon
Title	Account Manager	Title	Director of IT
Email	michael.tamaro@tec-refresh.com	Email	jcalderon@elsegundo.org
Phone	(617) 829-9153	Phone	+1 310-524-2300

Address Information

Bill To Name	City of El Segundo	Ship To Name	City of El Segundo
Bill To	350 Main St El Segundo, CA 90245 US	Ship To	350 Main St El Segundo, CA 90245 US

Product Code	Quote Line Item Description	Quantity	Sales Price	Total Price
PAN-PA-3430-ATP-HA2-R	Advanced Threat Prevention subscription for device in an HA pair renewal, PA-3430 Start Date: 11/07/2024 End Date: 11/23/2025 Serial #: 024301003488; 024301002699	2.00	\$14,084.08	\$28,168.16
PAN-PA-3430-AWF-HA2-R	PA-3430, Advanced WildFire subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. Start Date: 11/07/2024 End Date: 11/23/2025 Serial #: 024301003488; 024301002699	2.00	\$14,084.08	\$28,168.16
PAN-PA-3430-DNS-HA2-R	PA-3430, DNS security subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. Start Date: 11/07/2024 End Date: 11/23/2025 Serial #: 024301003488; 024301002699	2.00	\$9,445.60	\$18,891.20
PAN-PA-3430-ADVURL-HA2-R-2	PA-3430, Advanced URL Filtering subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. Start Date: 11/07/2024 End Date: 11/23/2025 Serial #: 024301003488; 024301002699	2.00	\$14,084.08	\$28,168.16
PAN-SVC-PREMUSG-3430-R	For US Government accounts only. Premium support renewal, PA-3430 Start Date: 11/03/2024 End Date: 11/23/2025 Serial #: 024301003488; 024301002699	2.00	\$12,202.75	\$24,405.50

Terms and Conditions: Net 30

Please remit all purchase orders and invoices to:
Tec-Refresh, Inc.
10 Stevens Street #190
Andover, MA, 01810
United States

Totals

Contract #	Contract Number: 7-17-70-40-05	Subtotal	\$127,801.18
	NASPO Master Contract Number: AR2472	Grand Total	\$127,801.18
	Contract Term: 09/15/17 – 09/15/26		
Memo	2024 Palo Alto 3430's Renewal		

Terms and Conditions: Net 30

Please remit all purchase orders and invoices to:

Tec-Refresh, Inc.
10 Stevens Street #190
Andover, MA, 01810
United States



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Consent

Item Number: B.10

TITLE:

Resolution Finding a Local Emergency Has Existed Due to a Sinkhole on Grand Avenue and Contract for Emergency Construction Services Without Public Bidding Pursuant to Public Contract Code § 22050

RECOMMENDATION:

1. Pursuant to Public Contract Code §§ 22050 and 20168, adopt a resolution by four-fifths vote, confirming that a local emergency, as declared by the City Manager, has existed and authorizing emergency contracting without public bidding.
2. Award a contract to Williams Pipeline Contractors, Inc. for the emergency repair of the damaged storm drain pipe that caused a sinkhole on Grand Avenue.
3. Appropriate \$100,000 (\$90,000 plus \$10,000 contingency) from the General Fund Reserves to FY 2024-25 budget expenditure account 001-400-4302-6215.
4. Authorize the City Manager (or his designee) to execute any documents or agreements needed to complete the necessary emergency repairs.

FISCAL IMPACT:

The emergency repair work for the sinkhole on Grand Avenue was not anticipated and not included in the adopted FY 2024-25 budget. A budget appropriation from the General Fund Reserves is required.

Expense:

Amount Budgeted: \$0

Additional Appropriation: \$100,000

Account Number: 001-400-4302-6215 (General Fund - Repairs & Maintenance)

BACKGROUND:

The Emergency Repair Work of a Recently Developed Sinkhole on Grand Avenue Just West of Indiana Street

September 3, 2024

Page 2 of 3

Pursuant to Public Contract Codes § 20168, the City Council may, upon four-fifths vote, declare that public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property because of an emergency. In accordance with Public Contract Codes §§ 20168 and 22050, the City Council may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

On August 27, 2024, the City Manager, retroactive to August 15, 2024, declared a local emergency pursuant to his authority as Director of Emergency Services based on the emergency conditions described below. City Council review and ratification of the local emergency is required by approval of a resolution by four-fifths vote at its next regular meeting to enable emergency contracting and repairs.

On August 15th, 2024, the Public Works Department was made aware of a roadway failure on Grand Avenue, just west of Indiana Street. After further investigation, it was discovered that a large void and cavity had been developed under the surface of the pavement, threatening the integrity of the busy roadway. Contractor Williams Pipeline Contractors, Inc. further investigated the condition of the utilities directly below the failure, and it was discovered that a crack had been developed/occurred on a storm drain lateral pipe, allowing back-fill material to be washed off through this crack into the main storm drain pipe. This failed lateral pipe is at a depth of approximately 20 feet, which makes the repairs fairly extensive and threatens the public safety and welfare.

DISCUSSION:

Due to the damage to a critical infrastructure requiring immediate remediation and to protect public health, safety, and welfare, the City entered into an emergency contract with Williams Pipeline Contractors, Inc. to begin remedial construction services. Staff recommends the City Council adopt the proposed resolution, which directs the City Manager, or designee, to take all necessary steps to protect public health, safety, and welfare including, without limitation, awarding contracts in accordance with Public Contract Code § 22050.

Pursuant to Public Contracts Code § 22050(c), the City Council must review this emergency action at its regularly scheduled meeting and at every regularly scheduled meeting thereafter until the work described above is complete. The Council must determine by a four-fifths vote that there is a need to continue the work at each meeting or terminate the action at the earliest possible date that conditions warrant.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

**The Emergency Repair Work of a Recently Developed Sinkhole on Grand Avenue
Just West of Indiana Street
September 3, 2024
Page 3 of 3**

Strategy D: Improve mobility and transportation throughout the city.

Goal 2: Optimize Community Safety and Preparedness

Strategy C: Protect and prepare the El Segundo Community and staff for any emergency, disaster, or environmental violation.

Strategy D: Ensure that the community feels safe and is satisfied with the services of the El Segundo Police Department.

PREPARED BY:

Cheryl Ebert, Senior Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution for Emergency Storm Drain Repair at Grand Avenue and Indiana Street

RESOLUTION NO. _____

A RESOLUTION ADOPTED PURSUANT TO PUBLIC CONTRACTS CODE § 20168 FINDING THAT AN EMERGENCY HAS EXISTED WITHIN THE CITY, AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO PUBLIC CONTRACTS CODE § 22050

The City Council does resolve as follows:

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

- A. Pursuant to Public Contracts Code § 20168, the City Council may, upon a four-fifths vote, declare that public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property because of an emergency.
- B. In accordance with Public Contracts Code §§ 20168 and 22050, the City Council may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.
- C. On August 15, 2024, a sudden, unforeseen collapse occurred on a City storm drain line located in Grand Avenue approximately 10-ft west of the intersection of Grand Avenue and Indiana Street.
- D. In compliance with applicable law, and to protect public, health, safety and welfare, the City took immediate emergency action to cause the storm drain to be repaired beginning on August 15, 2024.
- E. The utility line collapse created a sudden, unexpected occurrence that poses a clear and imminent danger to City property, its citizens, and employees. This threat required immediate action to prevent or mitigate the loss or impairment of essential public services.
- F. Under such emergency conditions, the City Council finds that the delay resulting from public bidding would imperil essential public services.

SECTION 2: *Approval; Delegation.* The City Council approves the expense of \$100,000 from the General Fund for the time and materials contracting cost required for the repairs required to remediate the emergency described in Section 1, above. The City Manager or designee is authorized to execute agreements or other associated documents, in forms approved by the City Attorney, to effectuate the necessary repairs.

SECTION 3: In light of the emergency described above, the City Council directs the City Manager, or designee, to take all steps necessary to protect public health, safety

and welfare including, without limitation, awarding and signing contracts in accordance with Public Contracts Code § 22050.

SECTION 4: This Resolution will become retroactively effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 5: Pursuant to Public Contracts Code § 22050(c), the City Council will review this emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter until the work described above is completed. The Council must determine by a four-fifths vote that there is a need to continue the work at each meeting or terminate the action at the earliest possible date that conditions warrant.

PASSED AND ADOPTED this ____ day of _____, 2024.

Drew Boyles, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM

By: _____
Mark D. Hensley, City Attorney



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Consent

Item Number: B.11

TITLE:

Designation of Voting Delegate and Alternate to the Cal Cities - 2024 Annual Conference & Expo

RECOMMENDATION:

1. Designate a voting delegate, and two alternates to the Cal Cities Annual Conference & Expo.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

Cal Cities 2024 Annual Conference & Expo is October 16 - 18, 2024, in Long Beach, CA. An important part of the Annual Conference is the Annual Business Meeting in which Cal Cities membership considers and acts on resolutions that establish Cal Cities' policy. To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credential Committee. The voting card may be transferred freely between the voting delegate and alternates.

DISCUSSION:

Cal Cities bylaws require a city's voting delegate and up to two alternates must be designated by the City Council. Delegates will be asked to vote on proposed bylaw amendments submitted by the Cal Cities Board of Directors.

CITY STRATEGIC PLAN COMPLIANCE:

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

**Designation of Voting Delegate and Alternate to the Cal Cities - 2024 Annual
Conference & Expo
September 3, 2024
Page 2 of 2**

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

PREPARED BY:

Mishia Jennings, Executive Assistant to City Council

REVIEWED BY:

Barbara Voss, Deputy City Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. 2023 Voting Delegate Packet



Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

**2023 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by



voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²



General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Staff Presentations

Item Number: D.12

TITLE:

Water Tower Illumination Schedule

RECOMMENDATION:

1. Consider and provide direction regarding three proposed options for City water tower illumination.
2. Authorize the City Manager to implement the recommended schedule.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

Since October 2020, the City of El Segundo's Public Works Water Division has periodically illuminated the City's iconic elevated water storage tank for the enjoyment of the City's residents and businesses. During this time, the scheduling for the illumination of the tank has been based on an informal calendar deriving from popular dates, annual occasions and notable events. Over recent years, the lighting equipment has become more elaborate, adding to the experience and allowing for more illumination options.

DISCUSSION:

This past July, shortly after the Independence Day holiday, some concerns were raised regarding the scheduling of the illumination of the water tower. Within the scheduling of the lighting, there were questions and concerns about what events and holidays are to be observed.

In order to formalize a consistent schedule for future water tower illumination, City staff proposes three options to manage the lighting of the water tower. By granting the City

Water Tower Illumination Schedule

September 3, 2024

Page 2 of 3

Manager the authority to implement one of three scheduling options, the City Manager would oversee the Annual Water Tower Illumination Schedule and determine the timeframe for the lighting events.

Below are the three options that the staff believes are viable approaches to this policy:

Option One: Current Programmed Lighting Illumination Themes

Valentine's Day (Red/Pink Theme)
Saint Patrick's Day (Green/Gold Theme)
Fall (Orange/Yellow Theme)
Independence Day (Red/White/Blue Theme)
Halloween (Purple/Yellow Theme)
Hanukkah (Light Blue/White Theme)
Christmas (Green/Red Theme)
El Segundo HS Colors (Blue/Gold Theme)
Lakers Colors (Purple/Gold Theme)
Dodgers Colors (Blue Theme)
Chargers Colors (Blue/Gold Theme)
Party Time (Various Flickering Color Theme)
Pride (Rainbow Theme)
Juneteenth (Red/Black/Green Theme)
Unforeseen Special Occasion as Determined by City Manager

Option Two: Federal Holidays

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Christmas

Option Three: No Illumination

At this time, the Staff respectfully would like to recommend Option One, along with authorizing the City Manager the flexibility to determine the duration of the illumination of these events. It is to be noted that Option One includes some of the same events listed in Option Two.

Water Tower Illumination Schedule

September 3, 2024

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CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Deliver Solution-Oriented Customer Service, Communication, Diversity, Equity, and Inclusion

Strategy B: Implement Diversity, Equity, and Inclusion (DEI) initiatives to cultivate representation and opportunities for all the members of the community.

PREPARED BY:

Erica Miramontes, Senior Management Analyst

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Staff Presentations

Item Number: D.13

TITLE:

Memorandum of Understanding Between the City of El Segundo and the El Segundo City Employees' Association, American Federation of State, County, and Municipal Employees, Local 3519 Bargaining Unit and Amendment to the City Contributions for California Public Employees' Retirement System Medical Premiums

RECOMMENDATION:

1. Adopt a resolution approving and adopting the memorandum of understanding between the City of El Segundo and the El Segundo City Employees' Association's American Federation of State, County, and Municipal Employees, Local 3519 Bargaining Unit.
2. Adopt a resolution amending the City contributions for California Public Employees' Retirement System medical premiums pursuant to the memorandum of understanding between the City of El Segundo and the bargaining unit.
3. Appropriate \$815,330 from the General Fund reserves to the various FY 2024-25 salaries and wages budget expenditure accounts.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The total cost of the successor El Segundo City Employees' Association (CEA) Memorandum of Understanding (MOU) is \$2,382,821 for the term October 1, 2023 through June 30, 2027. The fiscal impact for FY 2024-25 is \$815,330. A budget appropriation from the General Fund Reserves is required as it was not included in the adopted FY 2024-25 budget.

Expense:

Amount Budgeted: \$0

Additional Appropriation: \$815,330

Account Numbers: Various Departmental Salaries and Wages accounts

CEA MOU and PEMHCA Amendment

September 3, 2024

Page 2 of 4

BACKGROUND:

CEA's MOU with the City expired September 30, 2024. Staff and representatives of the CEA met and conferred pursuant to Section 3500 et seq. of the California Government Code, the Meyers-Milias-Brown Act, for purposes of reaching a labor agreement. The parties exchanged four (4) formal proposals each. CEA declared impasse on November 1, 2023.

On March 28, 2024, the City was notified that CEA had affiliated with the American Federation of State, County, and Municipal Employees (AFSCME) District Council 36, AFL-CIO. On June 12, 2024, CEA representatives met with the City to review the City's Last Best and Final Offer (LBFO).

On July 18, 2024, the City's chief negotiator Alex Volberding received a supposal from CEA's Business Representative Bob Adams. Staff was provided authority and direction by City Council regarding the CEA Supposal during the August 20, 2024 Closed Session and responded to CEA on August 21, 2024. Tentative Agreement was reached on August 26, 2024 and the CEA ratified the agreement on the same day.

These negotiations included a very comprehensive review and reorganization of the MOU which will provide clearer language for its members and for City staff to administer in furtherance of Goal 4 of the Strategic Plan, "Promote and Celebrate a Quality Workforce Through Teamwork and Organizational Excellence."

DISCUSSION:

The MOU provides for increases to base salaries, City contributions for health, dental and vision, life insurance, boot allowance and vacation leave accruals. New provisions include a 4/10 Alternate Work Schedule, Class A or B driver's license pay, and bilingual pay for eligible employees. The redlined MOU is attached which shows these revisions and other clean-up language. The CEA bargaining unit represents job classifications throughout many City departments, but particularly in the Public Works department. There are sixty-seven (67) 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, 2027
2. Signing Bonus: \$5,050. This bonus includes compensation for increased City contributions to health insurance received by other bargaining units as well as the value of a retroactive salary increase of 2% effective October 1, 2023.
3. Salary Adjustments:
 - o 3% effective July 1, 2024
 - o 3% effective July 1, 2025
 - o 2% effective July 1, 2026

CEA MOU and PEMHCA Amendment

September 3, 2024

Page 3 of 4

4. Health Insurance Increases (monthly):
 - Effective upon adoption: from \$1,600 to \$1,750
 - Effective January 1, 2025: from \$1,750 to \$1,800
 - Effective January 1, 2026: from \$1,800 to \$1,850
 - Effective January 1, 2027: from \$1,850 to \$1,900
5. Dental, Vision, and Life Contribution: increase from \$135 to \$184.25 per month
6. Basic Life Insurance Coverage: Increase from \$30,000 to \$50,000
7. Boot Allowance: Increase from \$180 to \$220 annually
8. Driver's License Pay for eligible job classifications: Class A- \$34.62 per pay period; Class B- \$23.08 per pay period
9. Bilingual Pay for eligible employees: \$73.40 per pay period
10. Vacation Leave: Addition of one (1) Vacation hour per month in exchange for hard cap on vacation accrual such that no employee shall be permitted to accrue in excess of twice their annual accrual rate.
11. Sick Leave: Accrual not to exceed 600 hours
12. Personal Leave Day: Addition of 1 calendar day per year

Additionally, the parties agreed to various items including the following:

- 4/10 Alternative Work Schedule with Department Head approval;
- Acting time served while working in a higher classification credited towards the probationary period if promoted to the higher classification;
- Retiree Dental and Vision- Retirees may remain on City plan if enrolled when retiring; retiree to pay premiums; and
- Revision of the leave cash out process to comply with the IRS doctrine of constructive receipt.

The California Public Employees' Retirement System (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 2024 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 4: Promote and Celebrate a Quality Workforce Through Teamwork and Organizational Excellence

Strategy A: Enhance staff recruitment, retention, and training to ensure delivery of

CEA MOU and PEMHCA Amendment

September 3, 2024

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unparalleled City services and implementation of City Council policies.
Strategy B: Improve organizational excellence by implementing processes and tools that facilitate data collection and analysis while promoting data-driven decision-making.

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 Approving and Adopting the CEA MOU
2. Exhibit A- City Supposal CEA MOU CLEAN
3. City Supposal CEA MOU- REDLINE
4. Resolution Fixing the Employer Contribution 003 El Segundo El Segundo City Employees Association (ESCEA)

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ADOPTING THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF EL SEGUNDO AND THE EL SEGUNDO CITY
EMPLOYEES' ASSOCIATION, AFSCME, LOCAL 3519
BARGAINING UNIT**

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

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

A. The City of El Segundo ("City") previously entered into a memorandum of understanding ("MOU") with The El Segundo City Employees' Association ("CEA"), a recognized employee organization, for the term of March 20, 2019 through September 30, 2023.

B. Representatives from the City and CEA 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 CEA attached hereto as "Exhibit A" and incorporate herein by this reference.

C. The CEA ratified said agreement on August 26, 2024.

SECTION 2. *Actions; Direction.*

A. The City Council approves the MOU between the City and CEA for the period October 1, 2023 through June 30, 2027.

B. Staff is directed and authorized to implement all the MOU's terms.

SECTION 3. *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 4. *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 5. *Effective Date.* This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 6. *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 _____,
2024.

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 by the City Clerk of said City, all at a regular meeting of said City Council held on the ____ day of _____ 2024, 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

EXHIBIT "A"

MOU between the City and CEA for the period October 1, 2023 through June 30, 2027

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EL SEGUNDO

AND

EL SEGUNDO CITY EMPLOYEES' ASSOCIATION

AFSCME, LOCAL 3519



Term: October 1, 2023 through June 30, 2027

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**MEMORANDUM OF UNDERSTANDING (“MOU”)
BETWEEN
CITY OF EL SEGUNDO (“City”)
AND
EL SEGUNDO CITY EMPLOYEES’ ASSOCIATION (“CEA”)
AFSCME, Local 3519**

ARTICLE 1 - INTRODUCTION

SECTION 1. Preamble

This Memorandum of Understanding (hereinafter referred to as the “MOU” or the “Agreement”) is made and entered into between the City of the El Segundo (hereinafter referred to as the “City” or “Employer”) and the El Segundo City Employees’ Association, hereinafter referred to as (“Association,” “Union” or “CEA”), pursuant to the California Government Code Section 3500 *et seq.*

SECTION 2. Recognition

The City recognizes the Union as the exclusive representative of the employees in the general employees’ representation unit, which is comprised of the full-time permanent and part-time permanent non-safety employees in the City’s “classified service,” except Police Assistant I/II, Police Service Officer I/II, Crime Scene Investigator I/II, and those classes defined as management/confidential or supervisory/professional. Appendix A enumerates the job classifications represented by the Union as part of this representation unit.

The City’s 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 No. 3208.

The City agrees to meet and confer with the Union on all matters within the scope of representation as they pertain to said employees.

The City acknowledges the appropriateness of the representation unit as it is currently composed.

SECTION 3. Term

The MOU shall commence on October 1, 2023 and end on June 30, 2027.

SECTION 4. Non-Discrimination

Neither the City nor the Union 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, or any other recognized protected category under the law, and shall act affirmatively to accomplish equal employment opportunities for all employees.

ARTICLE 2 – COMPENSATION

SECTION 1. Compensation Adjustments

The City shall provide the following salary increases to employees:

1. Retroactive to the first full pay following July 1, 2024: Increase base salary by three percent (3.00%)
2. Effective the first full pay period following July 1, 2025: Increase base salary by three percent (3.00%); and
3. Effective the first full pay period following July 1, 2026: Increase base salary by two percent (2.00%).

The City shall provide the amount owed as a result of the operation of the retroactive salary increase as part of the employee's regular payroll operation in the first full pay period following the adoption of the MOU by the City Council. The check shall provide for the additional amount owed during the period between July 1, 2024 and the operative date of the increased salary following the date of adoption by the City Council.

SECTION 2. Ratification Bonus

The City shall provide a one-time ratification bonus in the amount of \$5,050 to each employee in the bargaining unit who is employed by the City at the time that the MOU is ratified by the Union.

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

- A. The advancement of an employee from Step A to Step B shall be on the beginning of the pay period immediately following satisfactory completion of the employee's first six (6) months' service. The advancement from Step A to Step B shall result in the employee receiving a new anniversary date.

Advancement from Step B to Step C, from Step C to Step D, and from Step D to Step E shall each occur at the beginning of the pay period during which the employee will complete one (1) year of satisfactory service in the prior step, subject to the limitations set forth in Article 2, Section 4, below.

Unless the employee receives an accelerated salary step advancement, as described in Article 2, Section 4, salary step advancements shall be on the anniversary date of the employee's prior step advancement.

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

B. Step Advancement - Anniversary Date

The City shall provide the increase in compensation associated with a step advancement at the beginning of the pay period during which the anniversary occurs.

Other changes in salary shall not change the anniversary date, except for changes in job classification 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 employee and to determine the particular step in any range number which is to be thereafter assigned to any such employee, subject to meet and confer with the Union.

Notwithstanding the above, an employee in a class series classification under Article 2, Section 5 shall not be assigned a new anniversary date when they are advanced from Level I to Level II in that same classification.

C. Increases Based 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 Article 2, Section 3, Subsection B., 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 4. Accelerated Salary Step Advancement

Accelerated salary step advancement is intended to recognize employees whose job performance is outstanding 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 the next 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 Citywide criteria for accelerated step advancement.

The accelerated salary advancement(s) shall not change the affected employee's anniversary date for purposes of determining future salary step advancement.

In no case shall an employee receive compensation that exceeds Step E of their respective salary schedule.

Section 5. Class Series Classifications

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:

1. Accounts Specialist I/II
2. Building Inspector I/II
3. Equipment Mechanic I/II
4. Fire Prevention Specialist I/II
5. Library Clerk I/II
6. License Permit Specialist I/II
7. Office Specialist I/II
8. Park Maintenance Worker I/II
9. Public Works Inspector I/II
10. Street Maintenance Worker I/II
11. Wastewater Maintenance Worker I/II
12. Water Maintenance Worker I/II

B. Step Advancement in Class Series Classifications

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 Article 2, Section 3, 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 Article 2, Section 3.

C. Class Series Advancement

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 an employee is employed at Level I, such employee may be advanced to Level II upon an evaluation by their 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 at Level I makes their advancement to Level II appropriate. No employee shall be advanced to Level II without such an evaluation.

The determination to advance an employee to Level II shall not be made by a subjective evaluation of the criteria stated above but shall be made 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. Meeting minimum qualifications posted on class specifications;
3. Acquisition of specialized skills required of the position;
4. Achievement of specific job-related goals and objectives during a specified period of time;
5. Increased ability to work without close supervision;
6. Ability to exercise increased individual judgment;
7. Ability to provide leadership and guidance to less experienced employees;
8. Ability to understand and properly apply departmental rules; and
9. 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.

D. Compensation after Class Series Advancement

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.

E. Longevity Achievement on Merit

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.

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 employee.

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

ADDITIONAL COMPENSATION

SECTION 7. Termination Pay

Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period and the terminal salary warrant shall include accrued vacation pay to the time of termination. Rate of pay for accrued vacation at the time of termination shall be at the employee's base salary hour rate of pay.

SECTION 8. Temporary 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.

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 9. 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 workstation 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 cellular phone or other device. The City may, in its discretion, provide a cellular phone or other device to an assigned standby duty employee for purposes of responding to requests to return to duty.
2. Be ready to respond immediately.
3. Be able to report to work within one (1) hour of notification.
4. Refrain from activities which might impair their ability to perform assigned duties. This includes, but is not limited to, abstaining from the consumption of any alcoholic beverage and the use of any illegal drug or incapacitating medication.
5. Respond to any call back during the assigned standby 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 an y 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 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 at their regular rate of pay as provided under Article 2, Section 10.

An employee who uses sick leave or vacation leave during a standby period 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 period compensation.

Within 120 days of the adoption of this Agreement, the Parties shall meet to discuss standby duty and pay.

SECTION 10. Recall Time

Employees who are required by their supervisor to return to a designated worksite other than during the employee's regularly scheduled hours of work and at a time not contiguous with said regularly scheduled hours of work, shall be provided a minimum of four (4) hours work time credit at one and one half (1 ½) times the employee's regular rate of pay.

Prescheduled overtime does not constitute recall time.

SECTION 11. Night Shift Differential Pay

Employees shall be entitled to night shift differential pay of ninety cents (\$.90) per hour for each of the hours worked during their regularly scheduled shift when a minimum of four (4) hours are scheduled between the hours of 5:00 p.m. and 6:00 a.m.

Employees who work overtime shall not be entitled to shift differential pay for hours in which they receive overtime pay.

SECTION 12. Uniforms, Boots and Allowances

The City shall provide for uniforms, clothing, and safety shoes and boots as follows:

A. Uniforms: The City provides uniforms to employees in the following classifications:

1. Building Inspector I/II;
2. Custodian;
3. Equipment Mechanic I/II;
4. Facilities Systems Mechanic;
5. Fire Prevention Specialist I/II;
6. Maintenance Worker I/II;
7. Meter Reader/Repairer;

8. Park Facilities Maintenance Technician;
9. Park Maintenance Worker I/II;
10. Pool Technician;
11. Senior Equipment Mechanic;
12. Senior Park Maintenance Worker;
13. Street Maintenance Leadworker;
14. Tree Maintenance Worker;
15. Wastewater Maintenance Leadworker; and
16. Water Maintenance Leadworker

- B. The City shall replace unserviceable uniforms by means of the replacement policies and procedures applicable to sworn uniformed City police personnel.

The replacement of unserviceable uniforms will not count against any uniform maintenance allowance paid to eligible employees.

- C. Uniform Allowance: Employees in the Fire Prevention Specialist I/II classifications shall receive a uniform allowance in the amount of \$240 per year for each year of active duty service in such classification.

In the event that the City provides such employees a uniform allowance and the employees are considered "classic" members of PERS, the City shall report to PERS the monetary value of the uniform allowance.

- D. Rain Gear: The City shall provide rain gear for employees in the Building Inspectors I/II classification.

- E. Safety Shoes and Boots: The City shall provide a pre-tax annual allowance for the purchase of safety shoes or boots in the amount of \$220.00 to employees in the following classifications that the City requires to wear safety shoes or boots:

1. Building Inspector I/II;
2. Equipment Mechanic I/II;
3. Facilities Systems Mechanic;
4. Fire Prevention Specialist I/II;
5. Maintenance Worker I/II;

6. Meter Reader/Repairer;
7. Park Facilities Maintenance Technician;
8. Park Maintenance Worker I/II;
9. Pool Technician;
10. Senior Equipment Mechanic;
11. Street Maintenance Leadworker
12. Street Maintenance Worker I/II;
13. Tree Maintenance Worker;
14. Wastewater Maintenance Worker I/II;
15. Wastewater Maintenance Leadworker;
16. Water Maintenance Worker I/II; and
17. Water Maintenance Leadworker

The City will report to PERS the monetary value of the safety shoe or boot allowance.

- E. The City shall contract with a vendor for provision of said safety shoes or boots. Covered employees shall obtain the shoes from the contracted vendor unless the employee's Department Head determines that the vendor does not have the safety shoes or boots necessary for the employee to perform their job safely.

Covered employees may use their safety shoe and boot allowance to purchase safety shoes or boots from the approved vendor.

Upon receipt of written authorization from the Department Head, an employee who is unable to procure the necessary safety shoes or boots in order to perform their job safely may purchase safety shoes or boots at a location of their choice, subject to the maximum \$220.00 pre-tax limit City contribution.

The City shall not unreasonably deny a request for an additional safety shoe or boot allowance if a covered employee's safety shoes or boots are damaged or worn to the point of being unusable or unsafe. If the City denies the request for an additional safety shoe or boot allowance is denied, City shall provide the reason for such denial in writing to the employee.

SECTION 13. Educational 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) Hired before May 10, 2017; (2) Work in a job classification that does not require a bachelor's degree or higher degree to qualify for the classification; and (3) Receive a bachelor's degree or higher degree from an accredited college or university in one (1) of the following majors: (a) public administration, (b) business administration, (c) engineering, or (d) other job-related major, which had been approved by the Department Head, in writing, prior to admission of the specific employee into that major.

Job Classifications Occupying Salary Grades 11-19:	\$101.37/pay period
Job Classifications Occupying Salary Grades 20-29:	\$129.77/pay period
Job Classifications Occupying Salary Grades 30-39:	\$154.25/pay period

If, during the term of this MOU, the City assigns a job classification a salary grade higher than 39, the flat dollar per pay period amount of education incentive pay for the employee in the classification shall be equivalent to five percent (5%) of the base salary of Step E of the salary grade.

The City shall report educational incentive pay to PERS.

Section 14. Certification Pay

Employees in the following job classifications shall be eligible to receive certification pay for obtaining and maintaining a certification above the level required by the City as provided for in the relevant classification specification and approved, in writing, by the employee's Department Head:

1. Meter Reader/Repairer;
2. Street Maintenance Leadworker;
3. Tree Maintenance Worker;
4. Wastewater Maintenance Leadworker;
5. Wastewater Maintenance Worker II;
6. Water Maintenance Leadworker; and
7. Water Maintenance Worker II

Job Classifications Occupying Salary Grades 11-19:	\$101.37/pay period
Job Classifications Occupying Salary Grades 20-29:	\$129.77/pay period
Job Classifications Occupying Salary Grades 30-39:	\$154.25/pay period

If, during the term of this MOU, the City assigns a job classification a salary grade higher than 39, the flat dollar per pay period amount of certification pay for the employee shall be equivalent to five percent (5%) of the base salary of Step E of the salary grade.

SECTION 15. Longevity Pay

The City shall provide longevity pay to full-time employees hired before May 10, 2017 based on their years of full-time service with the City as follows:

Job Classifications Occupying Salary Grades 11-19:

Completion of 5 years of service:	\$20.28/pay period
Completion of 10 years of service	\$40.55/pay period
Completion of 15 years of service	\$69.82/pay period

Job Classifications Occupying Salary Grades 20-29:

Completion of 5 years of service	\$25.95/pay period
Completion of 10 years of service	\$51.90/pay period
Completion of 15 years of service	\$77.876/pay period

Job Classifications Occupying Salary Grades 30-39:

Completion of 5 years of service	\$30.85/pay period
Completion of 10 years of service	\$61.70/pay period
Completion of 15 years of service	\$92.55/pay period

If, during the term of this MOU, the City assigns a job classification a salary grade higher than 39, the flat dollar per pay period amount of longevity pay for the employee shall be equivalent to one percent (1%) of the base salary of Step E of the salary grade for five (5) years' of service; two percent (2%) of the base salary of Step E of the salary grade for ten (10) years' of service; and three percent (3%) of the base salary of Step E of the salary grade for fifteen (15) years' of service.

Permanent part-time employees hired before May 10, 2017 will receive longevity pay based on their years' service with the City, whether in a full- or part-time capacity, and their regular biweekly schedule proportionate to a full-time schedule of 80 hours every two weeks.

The City shall report longevity pay to PERS.

SECTION 16. License Pay

A. The City shall provide license pay in the amount of \$34.62 per pay period to employees in the following job classifications for obtaining and maintaining the Class A California Driver's License required on the City Council approved class specification:

1. Equipment Mechanic II; and
2. Senior Equipment Mechanic

- B. The City shall provide license pay in the amount of \$23.08 per pay period to employees in the following job classifications for obtaining and maintaining the Class B California Driver's License required on the City Council approved class specification:
1. Street Maintenance Leadworker;
 2. Street Maintenance Worker II;
 3. Tree Maintenance Worker;
 4. Wastewater Maintenance Leadworker;
 5. Wastewater Maintenance Worker II;
 6. Water Maintenance Leadworker; and
 7. Water Maintenance Worker II
- C. The City shall provide license pay in the amount of \$23.08 per pay period to employees in the following job classifications who voluntarily obtain and maintain a Class B California Driver's License:
1. Park Maintenance Worker II;
 2. Facilities Systems Mechanic; and
 3. Equipment Mechanic I

These employees shall be subject to all Department of Transportation requirements applicable to the possession of such license.

SECTION 17. 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.

WORK SCHEDULES

SECTION 18. Assignment of Work Schedules

- A. Other than employees who work at the Library, who are discussed in Article 2, Section 19, employees shall work a 9/80 work schedule, unless they have agreed to an Alternative Work Schedule, as set forth at Article 2, Section 21.

Employees assigned to a 9/80 work schedule shall work eight (8) nine (9) hour days and one (1) eight (8) hour day every two weeks according to their assigned shift as described below.

- B. A Department Head may assign employees in their Department to one (1) of two (2) schedules: (1) "A"; or (2) "B".

Employees assigned to the "A" and "B" schedules work a 9/80 schedule, with employees assigned to the "A" schedule working four (4) nine (9) hour shifts Monday through Thursday and one (1) eight (8) hour shift Friday and taking the next Friday off, and employees assigned to the "B" schedule working four (4) nine (9) hour shifts Monday through Thursday and one (1) eight (8) hour shift on the Friday that the employees assigned to the "A" schedule take off, and taking off the Friday that the employees assigned to the "A" schedule work.

SECTION 19. Assignment of Work Periods and Schedules for Library Employees

- A. Work Periods

In accordance with the FLSA 7(b) exemption, the City shall assign employees in the following classifications who work at the Library to a 52-week work period:

1. Senior Library Assistant;
2. Library Assistant; and
3. Library Clerk I/II

- B. Guaranteed Hours

The City will guarantee employees in such classifications a minimum of 1,840 hours per year.

- C. Maximum Permissible Hours

Employees working under this exemption may not work in excess of 2,240 hours in a 52-week period.

- D. Overtime

The City will pay any such employee overtime in the event that the employee works more than twelve (12) hours per day, fifty-six (56) hours per week, or 2,080 hours per year.

E. Assignment of Work Schedules

The Department will assign employees in such classifications to a rotating work according to the needs of the Department.

In the event the Library hours of operation are changed during the term of this Agreement, the parties agree to meet and confer for purposes of reviewing the work schedule and making the necessary modifications to ensure the operational needs of the Department are met.

Library Administration will not modify the current work schedule until at least 30 days has elapsed from the beginning of meetings with Library employees. Once the 30 day time period has elapsed or sooner if the parties reach an agreement regarding scheduling, the Library Administration may modify the work schedule by providing reasonable advance notice of any changes to employees' work schedules.

SECTION 20. Reduced Work Schedules

An employee may request to work a reduced work schedule, subject to the approval of the employee's Department Head and the City Manager.

In no event shall the reduced work schedule be for less than thirty-six (36) hours per week and less than nine (9) hours per day.

The following conditions apply:

1. Employees must submit their request in writing to the Department Head;
2. The Department Head will evaluate the request in order to determine if the reduced work schedule would present any burden or hardship to the Department, its operations, and the services it provides;
3. The Department Head will notify the employee whether the request is approved or denied.
4. If approved, the Department Head may reevaluate the reduced work schedule arrangement at any time. At a minimum, the Department Head will reevaluate the reduced work schedule arrangement once annually in order to determine whether to continue the arrangement.
5. Upon written notice, the reduced work schedule may be terminated by either party. In the event that the arrangement is terminated, the party terminating the arrangement will provide notice of at least one pay period. The employee shall then convert to a 9/80 work schedule, consistent with the regular work schedule for employees in the bargaining unit.

6. Employees working a reduced workweek shall suffer no loss in benefits, to the extent allowed, and will have their pay reduced to reflect the reduction in work hours.
7. Reduced work hours “start” and “end” times shall be set by the Department Head or City Manager according to the needs of the department.

SECTION 21. Alternative Work Schedules

The City will provide employees in the bargaining unit a 4/10 work schedule as an Alternative Work Schedule, subject to the following conditions.

If an employee requests a change in their work schedule from their regular work schedule (*i.e.*, a 9/80 work schedule) to an Alternative Work Schedule, the Department Head and employee may mutually agree to such a change.

The Department Head or the employee may terminate the Alternative Work Schedule arrangement without approval by the other party.

In the event of the termination of the Alternative Work Schedule, the party terminating the Alternative Work Schedule shall provide the other party not less than two (2) weeks’ notice of such termination. The employee, whether party terminating the Alternative Work Schedule or otherwise, shall revert back to their regular work schedule (*i.e.*, a 9/80 work schedule) on the date set forth in the notice of the termination of the Alternative Work Schedule.

One (1) year following the adoption of this Agreement, the Parties shall, following a request by either Party, reopen this Section of the Agreement for the purposes of meeting and conferring on the term and conditions of employment related to the Alternative Work Schedule described in this Section. Either Party may request to reopen this Section by filing a written request with the other Party between June 1, 2025 and June 30, 2025.

SECTION 22. Rest and Lunch Periods

With the exception of certain “field classifications,” as defined herein, employees shall be provided a fifteen (15) minute rest period near the mid-point of every four (4) hours of scheduled work.

“Field classifications” include job classifications in the Divisions of Parks, Streets, Water and Wastewater. Employees in such classifications shall be provided a thirty (30) minute rest period near the mid-point of every four (4) hours of scheduled work. For such employees the rest period shall include the time required to secure the work site, to travel to and from any rest-break location, and to reconvene at the work locations at the conclusion of the rest period.

Employees shall be provided either a thirty (30) or sixty (60) minute lunch break depending on the employee’s work assignment.

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

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, such work shall be compensated in accordance with this MOU, City Rules and Regulations and other applicable statutory requirements. In such circumstances, the employee's supervisor may authorize the employee to end their workday early so that the hours actually worked does not exceed their regular daily work hours. In order for employees to end their workday early, they must be required to work during a rest or lunch period and receive authorization to leave early by their supervisor.

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

OVERTIME

SECTION 23. Overtime Compensation

- A. With the exception of Library employees, employees in this bargaining unit shall be entitled to overtime pay at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day work week, as defined in Subsection B., below.
- B. For FLSA purposes, the City establishes the following workweeks for non-Library employees in this bargaining unit as described in Article 2, Section 18: For employees who are assigned to a 9/80 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. For employees who are assigned to a 4/10 Alternative Work Schedule, the workweek shall begin prior to the employee's first shift of the workweek, either Monday or Tuesday, and shall end one week from that time.
- C. For purposes of calculating overtime pay, the City will include holiday leave as time worked.
- D. The City will not consider the following non-working time as time worked for purposes of calculating overtime:
 - 1. Sick leave;
 - 2. Vacation leave; and
 - 3. Compensatory leave.

SECTION 24. Overtime Authorization

Employees must receive supervisory approval prior to working overtime.

SECTION 25. Overtime Distribution

The City shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit. However, in the assignment of overtime, management may consider special skills necessary in order to perform the particular assignment.

To the extent practicable, the City shall assign overtime work to employees who volunteer for such work.

SECTION 26. Compensatory Time

- A. An employee may accumulate no more than eighty (80) 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 and shall not be denied unless the request would unduly disrupt the City's operational needs.
- C. Employees may cash-out accrued CTO as it is accrued by notifying the payroll division of their intent to do so. CTO will be cashed out at the employee's regular rate of pay. Payroll will provide the employee the requested cash out as soon as practicable.

SECTION 27. Reimbursable Overtime for Inspection Events Outside Regularly Scheduled Hours of Work

A. Definitions

- 1. "Inspection Event" means any inspection requested by a third-party consumer to be performed outside of the Fire Department or Community Development Department's regularly scheduled hours.

A single Inspection Event may include inspection of multiple items. An Inspection Event with multiple inspection items at the same Worksite for the same consumer will not constitute separate compensable events.

- 2. "Worksite" means a location with the same address.

- B. The City shall pay an employee who voluntarily performs an Inspection Event outside of the employee's regularly scheduled work hours pay a minimum of two (2) hours for each Inspection Event at a rate of a one and one-half (1 ½) the employee's regular rate of pay, subject to the following conditions:

- 1. The employee must be employed in either: (1) the Community Development Department; or (2) in the Fire Prevention Specialist classification;
- 2. The employee must receive prior written approval from their supervisor to perform the Inspection Event. Should a consumer request additional inspection item(s)

while the employee is at the worksite of an approved Inspection Event, performance of the additional inspection item(s) shall be deemed approved by the supervisor as part of the Inspection Event;

3. The work performed by the employee must be in connection with employee's regular job duties;
4. The work performed by the employee must occur outside of the employee's regularly scheduled work hours;
5. The overtime wages paid by the City must be subject to reimbursement by the third-party consumer; and
6. The work performed by the employee must be related to an inspection outside of the employee's regularly scheduled work hours.

The City shall compensate the employee at the rate of a one and one-half (1 ½) the employee's regular rate of pay, regardless of whether the employee worked 40 hours in the workweek during which the employee performed work on the Inspection Event.

- C. If more than one Inspection Event is performed for separate consumers on the same day, each such Inspection Event is compensable separately.
- D. The City retains the sole and exclusive right to assign any after-hours inspection to any qualified employee of the Planning, Building or Fire Department (whether they are part of the bargaining unit or not) or to a private third-party consultant.

SECTION 28. Promotions

In all cases where an employee regulated by Chapters 1A3 and 1A4 is promoted to a classification in Chapters 1A3 or 1A4 for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent the base rate of compensation, excluding special assignment pay, received by said employee in such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of their 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 29. Promotional Examinations

For the purpose of interpreting Section 1-6-9 (B) of the El Segundo Municipal Code, entitled "Examinations", the City agrees that a "sufficient number" shall be two (2) 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 only, or as both open and promotional.

ARTICLE 3 – BENEFITS

SECTION 1. Health Insurance

- A. 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 ("PPO").

- B. City Health Contribution: The City will contribute both the minimum amount required under Government Code section 22892 and a supplemental amount under PEMCHA 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 upon adoption of this agreement by the City Council, the City will contribute \$1,750 per member per month for employee health coverage;
2. Effective January 1, 2025, the City will contribute \$1,800 per member per month for employee health coverage; and
3. Effective January 1, 2026, the City will contribute \$1,850 per member per month for employee health coverage.

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 5.

SECTION 3. Vision Insurance

The City provides fully paid vision insurance for employees and all eligible dependents, subject to the limitations as set forth in Article 3, Section 5.

SECTION 4. Life Insurance

Employees are provided a \$50,000 basic term life insurance policy.

Employees may purchase additional coverage for themselves (\$100,000 maximum) and for family members at a group rate, subject to the applicable limitations.

SECTION 5. 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 6. 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 7. 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, Subsection B.

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 8. 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 as a retiree should such plans continue to remain available to current employees, 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.

Upon retirees death, the surviving spouse, registered domestic partner and/or eligible dependent(s) who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as surviving dependents should such plans continue to remain available to current employees, and shall be responsible for full payment of the associated insurance premiums.

This provision is not intended to vest either retirees or current employees once retired with any right to remain enrolled in the City's dental and vision insurance plans. The City may decide to change dental or vision insurance plans without regard to the impact that such a decision would have on retirees' eligibility to enroll in such plans.

SECTION 9. 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 10. 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.

Employees eligible for Paid Family Leave benefits under the SDI program shall be required to take up to two (2) weeks of earned but unused vacation leave prior to the employee's initial receipt of these benefits.

Employees may use any available family illness leave in lieu of the vacation time.

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 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.

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 or who were hired thereafter but were 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 employee's single highest "compensation earnable" for one (1) year; and
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 PEPRA 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.

All retirement plan benefits shall be integrated with Social Security.

SECTION 12. Workers’ Compensation Provisions

The City provides employees who sustain job-related injuries or illnesses that are compensable under California Workers’ Compensation Laws three-quarters (3/4) of their regular monthly salary for up to one (1) year less any temporary disability payments received under the California Workers’ Compensation Laws.

Such payments shall cease when the employee receives a permanent disability award or is physically able to return to work.

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

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 \$1,750 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 and Human Resources Director, 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 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.

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 to the City 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.

SECTION 15. El Segundo City Employees Union Insurance

The El Segundo City Employees Union-sponsored optional insurance plans shall be made available via automatic payroll deduction. All associated insurance costs to be borne by unit employees.

ARTICLE 4 – LEAVES AND ABSENCES

SECTION 1. Vacation Accrual

Full-time employees shall accrue vacation leave at the following rates depending on their years of service to the City:

Years of Service	Annual Accrual Rate	Accrual Per Pay Period	Maximum Permissible Accrual
0-5	108 hours	4.15 hours	216 hours
6-10	132 hours	5.08 hours	264 hours
11-15	156 hours	6.00 hours	312 hours
16+	188 hours	7.23 hours	376 hours

Permanent part-time employees shall receive vacation accruals at based on their years' service with the City, whether in a full- or part-time capacity, and their regular bi-weekly schedule proportionate to a full-time schedule of 80 hours every two weeks.

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 this Agreement by the City Council, the City will impose a hard cap 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 hard cap.

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 Department Head, 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. Cash Out Process in 2024: In calendar year 2024, 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, 2024 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 2024 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 Cash Out Upon Separation

Employees shall receive payment for one hundred percent (100%) of their accrued vacation leave upon separation or death.

Vacation leave cash outs shall be paid at the employee's base salary hourly rate.

SECTION 6. Sick Leave Accrual

Full-time employees accrue sick leave at a rate of eight (8) hours per month.

Permanent part-time employees accrue sick leave at a rate of four (4) hours per month.

SECTION 7. Sick Leave Cap

Sick leave accrual is limited to six hundred (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. However, such employees shall not accrue more sick leave until such time as their sick leave balance is less than 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 Requests and Certification

- A. Requests for sick leave shall be provided in accordance with the law and not unreasonably denied.
- B. Any employee taking sick leave shall, upon their return to work, sign a statement certifying that the sick leave was for permissible purposes (e.g., their own injury or illness or the injury or illness of a family member as defined in Article 4, Section 10).
- C. Any employee taking sick leave shall, upon their return to work, sign a statement certifying the reasons for such sick leave. Employees who are assigned to a 9/80 schedule and who are absent five (5) or more consecutive working days, or four (4) consecutive working days for employees assigned to a 4/10 schedule, must submit a statement from a doctor that the employee was under his care and is able to return to work.
- D. 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.

SECTION 9. Sick Leave Cash-out

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 cash-out sick leave by employees as follows:

1. The City shall not provide any employee, regardless of the date of their hire by the City, cash-out of accrued sick leave in the event that the City terminates such employee for cause.
2. The City shall not provide any employee who has been employed by the City for less than five (5) years any cash-out for sick leave.
3. For an employee who has been employed by the City for at least five (5) years and separates from City employment for a reason other termination for cause or service retirement or disability retirement, the City shall provide the employee a cash-out at an amount equal to one-half (1/2) the value of such sick leave (*i.e.*, one-half (1/2) the employee's base salary hourly rate of pay for each hour of sick leave).
4. For an employee who has been employed by the City for at least five (5) years and who separates as a result of a service retirement or disability retirement, the City shall provide a cash-out at an amount equal to the full the value of such sick leave (*i.e.*, the employee's base salary hourly rate of pay for each hour of sick leave).

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 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. The Friday after Thanksgiving Day
10. December 24th
11. December 25th
12. December 31st

Holidays will be paid based on the employee's assigned daily work schedule. For example, employees assigned to a 9/80 schedule will have holidays paid in nine (9) hour increments unless the holiday falls on their assigned eight-hour workday, in which case they will receive eight (8) hours of pay for the holiday. Employees who are assigned to a 4/10 Alternative Work Schedule will receive 10 hours of pay for holidays.

Employees with an approved Reduced Work Schedule pursuant to Article 2, Section 20 of this MOU will have holidays paid consistent with their approved daily work schedule.

SECTION 12. Holidays Falling on Saturdays and Sundays

In the event any of the above referenced holidays fall on a Saturday, the holiday shall be observed on the preceding Friday. In the event any of the above holidays fall on a Sunday, the holiday shall be observed the following Monday.

SECTION 13. Holidays Falling on an Employee Workday or Regularly Scheduled Day Off

If a holiday is observed on an employee's otherwise regularly scheduled day off, the employee will receive a floating holiday consisting of the number of hours based on the employees assigned daily work schedule.

For employees who are entitled to a floating holiday because a City holiday falls on the employee's regularly scheduled day off, the City will credit the floating holiday hours to the employee's leave bank at the beginning of the pay period which includes the holiday.

If an employee is required to work on a recognized holiday, the City shall compensate the employee at the rate of a one and one-half (1 ½) the employee's regular rate of pay for such work in addition to the straight time holiday pay described in Article 4, Section 11.

SECTION 14. 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 9/80 schedule shall receive nine (9) hours. Employees who are assigned to a 4/10 Alternative Work 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 an additional one (1) day of Personal Leave. The City shall provide employees a second (2nd) day of Personal Leave each year, as described below, unless and until such time as the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday. In the event that the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday, the City will rescind the provision of a second (2nd) day of Personal Leave for the following calendar year.
- C. The City will credit employees with the Personal Leave every January. 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 15. Limited Carryover of Floating Holidays and Personal Leave

Floating Holiday and Personal Leave hours may not be carried over from one calendar year to the next, except that Floating Holiday hours credited to an employee in November or December may be carried over to the next calendar year, but must be used by October 31 of the following year.

SECTION 16. 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 17. Personal Emergency Leave

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

SECTION 18. 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 Union 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 Union, the City shall administer catastrophic leave consistent with that policy.

SECTION 19. Jury Duty

A. Leave of Absence

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 14 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.

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. Representational Rights

The City and Union and the City recognize and agree to protect the rights of all employees to join 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.

SECTION 2. Designation of Union Representatives and Release Time

The Union may designate up to five (5) bargaining unit members to serve as union representatives in personnel matters.

Upon timely request and for suitable reasons, the Human Resources Director, or their designee, may authorize release of a designated union representative from normal duties to attend to or assist in personnel matters involving Union members, unless such individual is needed in order to perform urgent or emergent work for the City. In the event that the individual 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 per year 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 Union exhausts the one-hundred and fifty (150) hours of paid release time to attend to or assist in personnel matters, the City and the Union 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 3. Designation of Regular Bargaining Team Members, Subject Matter Experts, Non-City Representatives and Release Time

The Union may designate up to five (5) 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 Union 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 Union may designate a reasonable number of non-City employees to serve as representatives of the Union and to participate in bargaining. The participation of such individuals will not count against the five (5) bargaining team members that the Union may designate.

Upon timely request and for suitable reasons, the Human Resources Director, or their designee, will authorize release of regular bargaining team members and subject matter experts 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.

SECTION 3. No-Strike

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

The 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.

MANAGEMENT RIGHTS

SECTION 4. 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 5. 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 their 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 6. Notice to Employees

The City shall notify the Union 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 day's 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 7. Layoff Procedure

A. Permanent Employees

A permanent employee in a classification affected by a reduction in force shall be laid off based on seniority in City service; that is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc.

Seniority shall be determined by the total amount of full-time employment in any classification in the City.

B. Other Employees

The City Manager retains the right to layoff or alter the work assignments of the following employees at any time without notice or right of appeal:

1. Emergency employees;
2. Temporary or seasonal employees;
3. Part-time employees;
4. New employees in their initial probationary period;
5. Promotional probationary employees; and
6. Employees designated as at-will.

In the event of a layoff, a promotional probationary employee shall revert to their previously held classification and position without loss of seniority.

SECTION 8. Tie Breaks

Provided that the seniority of two (2) employees are 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 9. Reduction to a Vacant Position

An employee designated for layoff as a result of the elimination of a position or classification may be offered appointment to a vacant position in a lower classification if the employee is qualified by education 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 most 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 10. 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, if the employee was previously employed in such classification and the employee who was laid off has greater seniority than the employee in the lower classification.

Full-time employees who are represented by the Union who are laid off will be permitted to displace (*i.e.*, bump) non-benefited temporary and benefited and non-benefited part-time employees under the following circumstances: (a) the temporary or part-time classification is in the unit; and (b) the City determines that the laid off employee is qualified for the temporary or part-time position. In such cases, the full-time employee who has been laid off will assume temporary or part-time status.

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

SECTION 11. Salary Placement

An employee who is appointed to a vacant position or who displaces (*i.e.*, bumps) an employee in a lower classification shall be placed on the step of the salary range of the new classification which 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 Article 5, Section 12.

SECTION 12. Reemployment List

The names of permanent employees who have been laid off under this Section (including employees who have bumped down) shall be placed, in order of seniority from 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 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 13. Rights on Reemployment

If a person is reemployed by the City within three (3) years, the employee's seniority, accumulated sick leave allowance and accrued vacation shall be reinstated 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 that most closely corresponds to, but in no case is higher than, the salary step of their previously held position.

GRIEVANCE PROCEDURE

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

SECTION 14. 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). Employees may obtain a copy of the City's Personnel Rules and Regulations from the Department of Human Resources or at the following website: <https://www.elsegundo.org/government/departments/human-resources/personnel-rules-and-regulations-269338>
- 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 15. Matters Excluded from the Grievance Procedure

The grievance procedure is not intended to address the following types of issues:

1. Resolve complaints, requests or changes in wages, hours or working conditions.
2. Challenge the content of employee evaluations or performance reviews. However, an employee may challenge the content of an evaluation by filing an appeal to their Department Head. In the event that an employee is directly supervised by a Department Head, the employee may challenge the content of the evaluation by filing an appeal to another department head, who has been agreed upon by the employee and their supervisor (Department Head). In either event, the Department Head's determination shall be final, and thus no further appeals will be permitted.
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 16. Time Limits

A. Compliance and Flexibility

Steps within the Grievance Procedures will be completed within (10) ten working days. 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 17. Procedure

Grievances will be processed following the procedures set forth below.

A. Level I

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

B. Level II

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

Procedure for Filing a Grievance:

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

2. The specific section of the Memorandum of Understanding, departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
3. 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.

C. Level III

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

D. Level IV

If the grievance is not resolved by the department head, the grievance shall be resolved pursuant to binding arbitration, as set forth in Article 5, Section 19, Subsection C.

SECTION 18. Grievance Conferences

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

SECTION 19. Binding Arbitration Agreement

A. Civil Claims

Both the City and employees covered by this Memorandum of Understanding agree that the claims described in this Binding Arbitration Agreement, Section 9 (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 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.

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, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, 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 Agreement 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.

1. Notwithstanding the provisions of this Section, employees covered by this 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, California Department of Fair Employment and Housing, 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.
2. To the fullest extent permitted by law, employees covered by this Memorandum of Understanding agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Binding Arbitration Agreement 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.
3. The City shall bear the costs of any arbitration conducted pursuant to this Agreement, 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 Union and the employee.

4. 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 Memorandum of Understanding are entitled to disciplinary appeal procedures under the City's Personnel Merit System Administrative Code. Under Administrative 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 Agreement, shall be for a court of law and not an arbitrator to decide.
4. Under this Agreement, Article 5, Section 19, Subsection 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 Union and the employee. The Arbitrator may not increase the level of discipline.
5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) 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 this Binding Arbitration Agreement of this 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 Union 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. 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 Agreement, Article 5, Section 19, Subsection C, 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 Memorandum of Understanding and the Arbitrator has no authority to add to, subtract from, or modify the 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 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Union and the employee.
 5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.
- D. This Binding Arbitration Agreement, Article 5, Section 19, is entered into under the California Arbitration Act and the Meyers-Milias-Brown Act and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

ARTICLE 6 – OTHER PROVISIONS

SECTION 1. Part-Time Employees

Unless otherwise provided in this Agreement or required by law, benefited part-time employees represented by this bargaining unit shall be entitled to a proportionate amount of benefits and leaves as are provided to full-time employees based on the hours worked by the part-time employee.

SECTION 2. Department of Transportation Drug Testing Guidelines

Department of Transportation Drug Testing Guidelines shall apply to employees subject to such testing requirements.

SECTION 3. Street Maintenance Worker Duties

The City may utilize employees working in the Street Maintenance Worker I/II job classification for the purpose of providing concrete maintenance and installation services.

The following limitations shall apply:

1. Employees shall not be required to perform such duties for a period exceeding ten (10) hours during each two-week pay period; and
2. Employees shall not be expected to pour more than one (1) yard of concrete each week.

SECTION 4. Personnel File

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.

SECTION 5. New Employees

The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of their employment.

A. Employee Information

Within 30 days of the date of hire or promotion or by the first pay period of month following hire or promotion, the City shall provide to designated Union board members the following information regarding newly hired or promoted employees: (1) their name; (2) hire date; (3) job title; (4) department; (5) work location(s); (6) work telephone number; (7) home telephone number; (8) personal cellular phone number; (9) personal email address; (10) home address.

The City shall provide a list of such information for all employees in the bargaining unit at least once every 120 days.

The City shall provide this information regardless of whether the newly hired or promoted employee was previously employed by the City.

B. Requests to Refrain from the Disclosure of Employee Information

An employee may request that the City refrain from disclosing the employee's home telephone number, personal cellular telephone number and home address.

C. Orientation

Within 30 days of an employee's start date with the City or in the bargaining unit or as soon as practicable thereafter, the City will conduct a new employee orientation, either in person or virtually, for newly hired, promoted or demoted employees.

The City shall provide the Union written notice of new employee orientations at least 10 business days prior to the orientation, unless there is an urgent need critical to City's operations that was not reasonably foreseeable that created the need for shorter notice.

In the event that the City provides an in-person new employee orientation within 30 days of the start date of the new employee(s), Union representatives shall be permitted to make a presentation of up to 30 minutes, and present written materials written materials to new employees who attend.

In the event that the City does not provide an in-person new employee orientation within 30 days of the start date of the employee(s), the City shall work with the Union to schedule a time for the Union to make an in-person on-site presentation to the new employees. The City shall provide the Union an appropriate on-site meeting space within seven (7) days of receiving a request from the Union for such meeting space for this purpose.

At such on-site meetings, Union representatives shall be permitted to make a presentation of up to 30 minutes, and present written materials written materials to new employees who attend.

During the scheduled on-site meeting, the City will relieve the new employee(s) of their job duties, unless doing so would adversely affect the City's operations. In the event that the City determines that an employee cannot be released because their release would adversely affect City operations, the City will inform the employee of the next scheduled Union presentation or meeting with new employees, so that the employee shall have the opportunity to attend that presentation or meeting.

For employees who are not on duty during the scheduled on-site meeting, the City will compensate the employee as if they were on duty if they attend the meeting.

New employees shall have the opportunity to attend the Union presentation or meeting, whether provided as part of the City's new employee orientation or otherwise. The City will not require that new employees attend the Union presentation or meeting, if they elect not to attend.

SECTION 6. Union Dues Deductions

The City shall deduct dues on a regular payroll basis from the pay of Union members.

Such deductions shall be authorized in writing on a form approved and provided by the Union for this purpose.

The membership forms shall be retained by the Union. The City shall rely on a certification from the Union for the authorization, modification, or cancellation of any dues deductions. The City shall remit such funds to the Union within 30 days following their deduction.

The City shall rely on a certification from the Union 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 Union 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 Union 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 Union. The City shall rely on information provided by the Union regarding whether deductions for Union membership were properly canceled or changed, and the Union 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, Union Bylaws and this Agreement.

The City shall deter or discourage employees or applicants for employment from becoming or remaining members of the Union, or from authorizing representation by the Union or from authorizing dues or fee deductions to the Union.

SECTION 7. Complete Agreement

This MOU contains all of the covenants, stipulations and provisions agreed upon by the City and the Union (hereinafter referred to as the "Parties") relating to employee wages, hours and other terms and conditions of employment.

Therefore, for the life of this agreement, neither party shall be compelled to meet and confer with the other concerning any mandatory subject of bargaining that is covered by this Agreement. Except as set forth above, nothing herein shall be construed as a waiver of the Parties' rights to negotiate matters within the scope of bargaining.

SECTION 8. Savings Clause

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 9. Implementation of Agreement

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

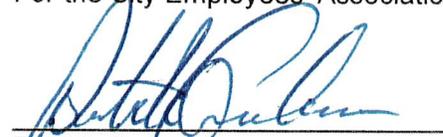
SECTION 10. Reopener

The parties agree that during the term of this Agreement, they shall reopen negotiations to discuss the following subjects:

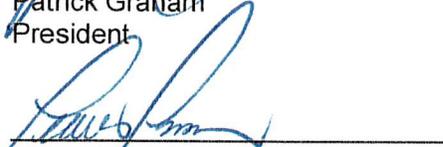
1. Any amendments to the Personnel Merit System, Personnel Rules and Regulations or modification of Municipal Code that are within the scope of representation
2. Changes to employee work schedules as a result of changes to the hours of operation at the Library.
3. Changes necessary to comply with any Federal, State or local law concerning non-discrimination.
4. As provided in Section 21 and pursuant to a request for reopener as described in that Section, changes to the Alternative Work Schedule.
5. The assignment of work periods and schedules for Library employees as provided in Article 2, Section 19.
6. Within 120 days of the adoption of this Agreement, the Parties shall meet to discuss standby duty and pay.

CEA MOU
October 1, 2023 through June 30, 2027

For the City Employees' Association:



Patrick Graham
President



Travis Morris
Vice President


Lennis Gomez (Aug 27, 2024 08:52 PDT)

Lennis Gomez
Secretary/Treasurer



Gilbert Rivera
Sergeant-at-Arms



Bob Adams
Chief Negotiator, AFSCME

8-26-24

Date

For the City:



Darrell George
City Manager



Rebecca Redyk
Director of Human Resources


Alexander Volberding (Aug 27, 2024 04:18 PDT)

Alexander Volberding
Liebert Cassidy Whitmore
Chief Negotiator

8-26-2024

Date

APPENDIX A - BARGAINING UNIT CLASSIFICATIONS

CITY MANAGER

Media Specialist
Computer Graphics Designer
Senior Network Assistant

CLERICAL AND SECRETARIAL

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

BUILDING SAFETY

Senior Building Inspector
Building Inspector II
Building Inspector I
License/Permit Specialist II
License/Permit Specialist I
Office Specialist II
Code Compliance Inspector (Full- and Part-Time)

ENGINEERING

Civil Engineering Assistant
Engineering Technician
Public Works Inspector

EQUIPMENT AND BUILDING MAINTENANCE CLASSIFICATIONS

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

PLANNING CLASSIFICATIONS

Assistant Planner
Planning Technician
Office Specialist II

CEA MOU
October 1, 2023 through June 30, 2027

STREET MAINTENANCE CLASSIFICATIONS

Street Maintenance Leadworker
Street Maintenance Worker II
Street Maintenance Worker I

WATER/WASTEWATER CLASSIFICATIONS

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

FINANCE CLASSIFICATIONS

Accounting Technician
Accounts Specialist II
Accounts Specialist I
Revenue Inspector
License/Permit Specialist II
License/Permit Specialist I
Office Specialist II
Office Specialist I

FIRE CLASSIFICATIONS

Fire Prevention Specialist

LIBRARY SERVICES CLASSIFICATIONS

Senior Library Assistant
Library Assistant
Library Clerk II
Library Clerk I

RECREATION AND PARKS CLASSIFICATIONS

Recreation Coordinator
Park Facilities Maintenance Technician
Tree Maintenance Worker
Park Maintenance Worker II
Park Maintenance Worker I
Pool Maintenance Technician
Senior Park Maintenance Worker

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2024 - 3%**

**ESCEA
City of El Segundo City Employees Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/29/2024	9/3/2024		Accounting Technician	ESCEA	22	Hourly	28.08	4867.58	58411.01
							29.49	5110.95	61331.43
							30.96	5366.51	64398.07
							32.51	5634.83	67617.98
							34.13	5916.58	70998.93
6/29/2024	9/3/2024		Accounts Specialist I	ESCEA	12	Hourly	21.94	3802.52	45630.28
							23.03	3992.65	47911.81
							24.19	4192.29	50307.42
							25.40	4401.90	52822.81
							26.67	4622.00	55464.02
6/29/2024	9/3/2024		Accounts Specialist II	ESCEA	18	Hourly	25.44	4409.80	52917.61
							26.71	4630.29	55563.51
							28.05	4861.80	58341.55
							29.45	5104.89	61258.63
							30.92	5360.12	64321.44
6/29/2024	9/3/2024		Administrative Specialist	ESCEA	21	Hourly	27.40	4748.86	56986.27
							28.77	4986.30	59835.63
							30.21	5235.61	62827.36
							31.72	5497.39	65968.66
							33.30	5772.26	69267.17
6/29/2024	9/3/2024		Administrative Technical Specialist	ESCEA	29	Hourly	33.38	5786.03	69432.30
							35.05	6075.33	72903.98
							36.80	6379.10	76549.19
							38.64	6698.05	80376.59
							40.57	7032.95	84395.44
6/29/2024	9/3/2024		Assistant Planner	ESCEA	33	Hourly	36.85	6386.69	76640.28
							38.69	6706.02	80472.25
							40.62	7041.33	84495.93
							42.65	7393.39	88720.70
							44.79	7763.06	93156.70
6/29/2024	9/3/2024		Building Inspector I	ESCEA	32	Hourly	35.95	6230.91	74770.95
							37.74	6542.46	78509.48
							39.63	6869.57	82434.90
							41.61	7213.06	86556.71
							43.69	7573.71	90884.56
6/29/2024	9/3/2024		Building Inspector II	ESCEA	36	Hourly	39.68	6877.76	82533.16
							41.66	7221.65	86659.79
							43.75	7582.73	90992.71
							45.93	7961.87	95542.43
							48.23	8359.96	100319.57
6/29/2024	9/3/2024		Civil Engineering Assistant	ESCEA	34	Hourly	37.77	6546.37	78556.45
							39.66	6873.68	82484.21
							41.64	7217.37	86608.50
							43.72	7578.24	90938.82
							45.91	7957.14	95485.70
6/29/2024	9/3/2024		Code Compliance Inspector	ESCEA	36	Hourly	39.68	6877.76	82533.16
							41.66	7221.65	86659.79
							43.75	7582.73	90992.71
							45.93	7961.87	95542.43
							48.23	8359.96	100319.57
6/29/2024	9/3/2024		Media Specialist	ESCEA	32	Hourly	35.95	6230.91	74770.95
							37.74	6542.46	78509.48
							39.63	6869.57	82434.90
							41.61	7213.06	86556.71
							43.69	7573.71	90884.56
6/29/2024	9/3/2024		Computer Graphics Designer	ESCEA	34	Hourly	37.77	6546.37	78556.45
							39.66	6873.68	82484.21
							41.64	7217.37	86608.50
							43.72	7578.24	90938.82
							45.91	7957.14	95485.70

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2024 - 3%**

**ESCEA
City of El Segundo City Employees Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/29/2024	9/3/2024		Cultural Arts Coordinator	ESCEA	35S	Hourly	39.20	6795.41	81544.98
							41.16	7135.19	85622.23
							43.22	7491.94	89903.34
							45.38	7866.54	94398.50
							47.65	8259.87	99118.42
6/29/2024	9/3/2024		Custodian	ESCEA	11	Hourly	21.40	3709.78	44517.38
							22.47	3895.27	46743.30
							23.60	4090.05	49080.57
							24.78	4294.54	51534.53
							26.02	4509.27	54111.21
6/29/2024	9/3/2024		Economic Development Coordinator	ESCEA	33	Hourly	36.85	6386.69	76640.28
							38.69	6706.02	80472.25
							40.62	7041.33	84495.93
							42.65	7393.39	88720.70
							44.79	7763.06	93156.70
6/29/2024	9/3/2024		Engineering Technician	ESCEA	30	Hourly	34.22	5930.68	71168.14
							35.93	6227.22	74726.58
							37.72	6538.58	78463.01
							39.61	6865.51	82386.07
							41.59	7208.78	86505.42
6/29/2024	9/3/2024		Equipment Mechanic I	ESCEA	22	Hourly	28.08	4867.58	58411.01
							29.49	5110.95	61331.43
							30.96	5366.51	64398.07
							32.51	5634.83	67617.98
							34.13	5916.58	70998.93
6/29/2024	9/3/2024		Equipment Mechanic II	ESCEA	27	Hourly	31.77	5507.23	66086.82
							33.36	5782.60	69391.14
							35.03	6071.72	72860.59
							36.78	6375.30	76503.58
							38.62	6694.06	80328.75
6/29/2024	9/3/2024		Facilities Systems Mechanic	ESCEA	32	Hourly	35.95	6230.91	74770.95
							37.74	6542.46	78509.48
							39.63	6869.57	82434.90
							41.61	7213.06	86556.71
							43.69	7573.71	90884.56
6/29/2024	9/3/2024		Senior Equipment Mechanic	ESCEA	30	Hourly	34.22	5930.68	71168.14
							35.93	6227.22	74726.58
							37.72	6538.58	78463.01
							39.61	6865.51	82386.07
							41.59	7208.78	86505.42
6/29/2024	9/3/2024		Fire Prevention Specialist I	ESCEA	34	Hourly	37.77	6546.37	78556.45
							39.66	6873.68	82484.21
							41.64	7217.37	86608.50
							43.72	7578.24	90938.82
							45.91	7957.14	95485.70
6/29/2024	9/3/2024		Fire Prevention Specialist II	ESCEA	37	Hourly	41.64	7218.09	86617.14
							43.72	7579.00	90947.99
							45.91	7957.95	95495.39
							48.21	8355.85	100270.16
							50.62	8773.63	105283.59
6/29/2024	9/3/2024		Library Assistant	ESCEA	20	Hourly	26.73	4633.03	55596.39
							28.07	4864.69	58376.28
							29.47	5107.92	61295.09
							30.94	5363.31	64359.76
							32.49	5631.48	67577.81
6/29/2024	9/3/2024		Library Clerk I	ESCEA	7	Hourly	19.39	3360.87	40330.43
							20.36	3528.92	42347.09
							21.38	3705.36	44464.36
							22.45	3890.64	46687.68
							23.57	4085.18	49022.11

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2024 - 3%**

**ESCEA
City of El Segundo City Employees Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/29/2024	9/3/2024		Library Clerk II	ESCEA	11	Hourly	21.40	3709.78	44517.38
							22.47	3895.27	46743.30
							23.60	4090.05	49080.57
							24.78	4294.54	51534.53
							26.02	4509.27	54111.21
6/29/2024	9/3/2024		License/Permit Specialist I	ESCEA	17	Hourly	24.82	4302.22	51626.61
							26.06	4517.33	54207.99
							27.36	4743.20	56918.42
							28.73	4980.36	59764.31
							30.17	5229.38	62752.59
6/29/2024	9/3/2024		License/Permit Specialist II	ESCEA	22	Hourly	28.08	4867.58	58411.01
							29.49	5110.95	61331.43
							30.96	5366.51	64398.07
							32.51	5634.83	67617.98
							34.13	5916.58	70998.93
6/29/2024	9/3/2024		Park Facilities Maintenance Technician	ESCEA	29	Hourly	33.38	5786.03	69432.30
							35.05	6075.33	72903.98
							36.80	6379.10	76549.19
							38.64	6698.05	80376.59
							40.57	7032.95	84395.44
6/29/2024	9/3/2024		Meter Reader/Repairer	ESCEA	26	Hourly	31.00	5372.89	64474.70
							32.55	5641.54	67698.44
							34.17	5923.62	71083.47
							35.88	6219.81	74637.71
							37.68	6530.80	78369.57
6/29/2024	9/3/2024		Network Assistant	ESCEA	22	Hourly	28.08	4867.58	58411.01
							29.49	5110.95	61331.43
							30.96	5366.51	64398.07
							32.51	5634.83	67617.98
							34.13	5916.58	70998.93
6/29/2024	9/3/2024		Office Specialist I	ESCEA	11	Hourly	21.40	3709.78	44517.38
							22.47	3895.27	46743.30
							23.60	4090.05	49080.57
							24.78	4294.54	51534.53
							26.02	4509.27	54111.21
6/29/2024	9/3/2024		Office Specialist II	ESCEA	17	Hourly	24.82	4302.22	51626.61
							26.06	4517.33	54207.99
							27.36	4743.20	56918.42
							28.73	4980.36	59764.31
							30.17	5229.38	62752.59
6/29/2024	9/3/2024		Park Maintenance Worker I	ESCEA	15	Hourly	23.62	4094.92	49139.03
							24.81	4299.66	51595.95
							26.05	4514.64	54175.73
							27.35	4740.38	56884.55
							28.72	4977.39	59728.71
6/29/2024	9/3/2024		Park Maintenance Worker II	ESCEA	19	Hourly	26.08	4520.03	54240.38
							27.38	4746.03	56952.41
							28.75	4983.34	59800.03
							30.19	5232.50	62790.04
							31.70	5494.13	65929.60
6/29/2024	9/3/2024		Planning Technician	ESCEA	23	Hourly	28.78	4989.28	59871.35
							30.22	5238.73	62864.81
							31.73	5500.67	66008.09
							33.32	5775.70	69308.45
							34.99	6064.50	72773.95
6/29/2024	9/3/2024		Pool Maintenance Technician	ESCEA	25	Hourly	30.24	5241.86	62902.26
							31.75	5503.95	66047.39
							33.34	5779.14	69349.74
							35.01	6068.10	72817.21
							36.76	6371.51	76458.09

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2024 - 3%**

**ESCEA
City of El Segundo City Employees Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/29/2024	9/3/2024		Public Works Inspector	ESCEA	22	Hourly	28.08	4867.58	58411.01
							29.49	5110.95	61331.43
							30.96	5366.51	64398.07
							32.51	5634.83	67617.98
							34.13	5916.58	70998.93
6/29/2024	9/3/2024		Records Technician	ESCEA	23	Hourly	28.78	4989.28	59871.35
							30.22	5238.73	62864.81
							31.73	5500.67	66008.09
							33.32	5775.70	69308.45
							34.99	6064.50	72773.95
6/29/2024	9/3/2024		Recreation Coordinator	ESCEA	25	Hourly	30.24	5241.86	62902.26
							31.75	5503.95	66047.39
							33.34	5779.14	69349.74
							35.01	6068.10	72817.21
							36.76	6371.51	76458.09
6/29/2024	9/3/2024		Revenue Inspector	ESCEA	33	Hourly	36.85	6386.69	76640.28
							38.69	6706.02	80472.25
							40.62	7041.33	84495.93
							42.65	7393.39	88720.70
							44.79	7763.06	93156.70
6/29/2024	9/3/2024		Senior Administrative Specialist	ESCEA	25	Hourly	30.24	5241.86	62902.26
							31.75	5503.95	66047.39
							33.34	5779.14	69349.74
							35.01	6068.10	72817.21
							36.76	6371.51	76458.09
6/29/2024	9/3/2024		Senior Library Assistant	ESCEA	27	Hourly	31.77	5507.23	66086.82
							33.36	5782.60	69391.14
							35.03	6071.72	72860.59
							36.78	6375.30	76503.58
							38.62	6694.06	80328.75
6/29/2024	9/3/2024		Senior Network Assistant	ESCEA	26	Hourly	31.00	5372.89	64474.70
							32.55	5641.54	67698.44
							34.17	5923.62	71083.47
							35.88	6219.81	74637.71
							37.68	6530.80	78369.57
6/29/2024	9/3/2024		Street Maintenance Leadworker	ESCEA	28	Hourly	32.57	5644.90	67738.86
							34.20	5927.15	71125.74
							35.90	6223.51	74682.09
							37.70	6534.68	78416.17
							39.59	6861.41	82336.88
6/29/2024	9/3/2024		Street Maintenance Worker I	ESCEA	15	Hourly	23.62	4094.92	49139.03
							24.81	4299.66	51595.95
							26.05	4514.64	54175.73
							27.35	4740.38	56884.55
							28.72	4977.39	59728.71
6/29/2024	9/3/2024		Street Maintenance Worker II	ESCEA	19	Hourly	26.08	4520.03	54240.38
							27.38	4746.03	56952.41
							28.75	4983.34	59800.03
							30.19	5232.50	62790.04
							31.70	5494.13	65929.60
6/29/2024	9/3/2024		Tree Maintenance Worker	ESCEA	22	Hourly	28.08	4867.58	58411.01
							29.49	5110.95	61331.43
							30.96	5366.51	64398.07
							32.51	5634.83	67617.98
							34.13	5916.58	70998.93
6/29/2024	9/3/2024		Water/Wastewater Maintenance Leadworker	ESCEA	28	Hourly	32.57	5644.90	67738.86
							34.20	5927.15	71125.74
							35.90	6223.51	74682.09
							37.70	6534.68	78416.17
							39.59	6861.41	82336.88

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2024 - 3%**

ESCEA									
City of El Segundo City Employees Association Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/29/2024	9/3/2024		Water/Wastewater Maintenance Worker I	ESCEA	18	Hourly	25.44	4409.80	52917.61
							26.71	4630.29	55563.51
							28.05	4861.80	58341.55
							29.45	5104.89	61258.63
							30.92	5360.12	64321.44
6/29/2024	9/3/2024		Water/Wastewater Maintenance Worker II	ESCEA	22	Hourly	28.08	4867.58	58411.01
							29.49	5110.95	61331.43
							30.96	5366.51	64398.07
							32.51	5634.83	67617.98
							34.13	5916.58	70998.93
6/29/2024	9/3/2024		Code Compliance Inspector (Part-Time)	ESCEA		Hourly	39.68		
							41.66		
							43.75		
							45.93		
							48.23		

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2025 - 3%**

**ESCEA
City of El Segundo City Employees Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/28/2025	9/3/2024		Accounting Technician	ESCEA	22	Hourly	28.92	5013.61	60163.34
							30.37	5264.28	63171.38
							31.89	5527.50	66330.01
							33.48	5803.88	69646.51
							35.16	6094.07	73128.90
6/28/2025	9/3/2024		Accounts Specialist I	ESCEA	12	Hourly	22.60	3916.60	46999.19
							23.73	4112.43	49349.16
							24.91	4318.05	51816.65
							26.16	4533.96	54407.49
							27.47	4760.66	57127.94
6/28/2025	9/3/2024		Accounts Specialist II	ESCEA	18	Hourly	26.20	4542.09	54505.14
							27.51	4769.20	57230.42
							28.89	5007.65	60091.79
							30.33	5258.03	63096.39
							31.85	5520.92	66251.08
6/28/2025	9/3/2024		Administrative Specialist	ESCEA	21	Hourly	28.22	4891.32	58695.86
							29.63	5135.89	61630.69
							31.11	5392.68	64712.18
							32.67	5662.31	67947.72
							34.30	5945.43	71345.19
6/28/2025	9/3/2024		Administrative Technical Specialist	ESCEA	29	Hourly	34.38	5959.61	71515.27
							36.10	6257.59	75091.10
							37.91	6570.47	78845.66
							39.80	6898.99	82787.88
							41.79	7243.94	86927.30
6/28/2025	9/3/2024		Assistant Planner	ESCEA	33	Hourly	37.95	6578.29	78939.49
							39.85	6907.20	82886.42
							41.84	7252.57	87030.80
							43.93	7615.19	91382.32
							46.13	7995.95	95951.40
6/28/2025	9/3/2024		Building Inspector I	ESCEA	32	Hourly	37.03	6417.84	77014.08
							38.88	6738.73	80864.77
							40.82	7075.66	84907.94
							42.86	7429.45	89153.41
							45.01	7800.93	93611.10
6/28/2025	9/3/2024		Building Inspector II	ESCEA	36	Hourly	40.87	7084.10	85009.15
							42.91	7438.30	89259.59
							45.06	7810.21	93722.49
							47.31	8200.73	98408.70
							49.68	8610.76	103329.16
6/28/2025	9/3/2024		Civil Engineering Assistant	ESCEA	34	Hourly	38.90	6742.76	80913.15
							40.85	7079.89	84958.74
							42.89	7433.90	89206.75
							45.03	7805.58	93666.99
							47.28	8195.86	98350.27
6/28/2025	9/3/2024		Code Compliance Inspector	ESCEA	36	Hourly	40.87	7084.10	85009.15
							42.91	7438.30	89259.59
							45.06	7810.21	93722.49
							47.31	8200.73	98408.70
							49.68	8610.76	103329.16
6/28/2025	9/3/2024		Media Specialist	ESCEA	32	Hourly	37.03	6417.84	77014.08
							38.88	6738.73	80864.77
							40.82	7075.66	84907.94
							42.86	7429.45	89153.41
							45.01	7800.93	93611.10
6/28/2025	9/3/2024		Computer Graphics Designer	ESCEA	34	Hourly	38.90	6742.76	80913.15
							40.85	7079.89	84958.74
							42.89	7433.90	89206.75
							45.03	7805.58	93666.99
							47.28	8195.86	98350.27

**CITYWIDE PUBLIC PAY SCHEDULE
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**ESCEA
City of El Segundo City Employees Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/28/2025	9/3/2024		Cultural Arts Coordinator	ESCEA	35S	Hourly	40.38	6999.28	83991.33
							42.40	7349.24	88190.89
							44.52	7716.70	92600.44
							46.75	8102.54	97230.46
							49.08	8507.66	102091.98
6/28/2025	9/3/2024		Custodian	ESCEA	11	Hourly	22.04	3821.08	45852.90
							23.15	4012.13	48145.59
							24.30	4212.75	50552.99
							25.52	4423.38	53080.56
							26.80	4644.55	55734.55
6/28/2025	9/3/2024		Economic Development Coordinator	ESCEA	33	Hourly	37.95	6578.29	78939.49
							39.85	6907.20	82886.42
							41.84	7252.57	87030.80
							43.93	7615.19	91382.32
							46.13	7995.95	95951.40
6/28/2025	9/3/2024		Engineering Technician	ESCEA	30	Hourly	35.24	6108.60	73303.18
							37.00	6414.03	76968.38
							38.85	6734.74	80816.90
							40.80	7071.47	84857.66
							42.84	7425.05	89100.58
6/28/2025	9/3/2024		Equipment Mechanic I	ESCEA	22	Hourly	28.92	5013.61	60163.34
							30.37	5264.28	63171.38
							31.89	5527.50	66330.01
							33.48	5803.88	69646.51
							35.16	6094.07	73128.90
6/28/2025	9/3/2024		Equipment Mechanic II	ESCEA	27	Hourly	32.73	5672.45	68069.42
							34.36	5956.07	71472.88
							36.08	6253.87	75046.41
							37.88	6566.56	78798.69
							39.78	6894.88	82738.61
6/28/2025	9/3/2024		Facilities Systems Mechanic	ESCEA	32	Hourly	37.03	6417.84	77014.08
							38.88	6738.73	80864.77
							40.82	7075.66	84907.94
							42.86	7429.45	89153.41
							45.01	7800.93	93611.10
6/28/2025	9/3/2024		Senior Equipment Mechanic	ESCEA	30	Hourly	35.24	6108.60	73303.18
							37.00	6414.03	76968.38
							38.85	6734.74	80816.90
							40.80	7071.47	84857.66
							42.84	7425.05	89100.58
6/28/2025	9/3/2024		Fire Prevention Specialist I	ESCEA	34	Hourly	38.90	6742.76	80913.15
							40.85	7079.89	84958.74
							42.89	7433.90	89206.75
							45.03	7805.58	93666.99
							47.28	8195.86	98350.27
6/28/2025	9/3/2024		Fire Prevention Specialist II	ESCEA	37	Hourly	42.89	7434.64	89215.65
							45.04	7806.37	93676.43
							47.29	8196.69	98360.26
							49.65	8606.52	103278.27
							52.14	9036.84	108442.10
6/28/2025	9/3/2024		Library Assistant	ESCEA	20	Hourly	27.53	4772.02	57264.28
							28.91	5010.63	60127.57
							30.35	5261.16	63133.95
							31.87	5524.21	66290.55
							33.46	5800.43	69605.14
6/28/2025	9/3/2024		Library Clerk I	ESCEA	7	Hourly	19.97	3461.70	41540.35
							20.97	3634.79	43617.50
							22.02	3816.52	45798.29
							23.12	4007.36	48088.31
							24.28	4207.73	50492.77

**CITYWIDE PUBLIC PAY SCHEDULE
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**ESCEA
City of El Segundo City Employees Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/28/2025	9/3/2024		Library Clerk II	ESCEA	11	Hourly	22.04	3821.08	45852.90
							23.15	4012.13	48145.59
							24.30	4212.75	50552.99
							25.52	4423.38	53080.56
							26.80	4644.55	55734.55
6/28/2025	9/3/2024		License/Permit Specialist I	ESCEA	17	Hourly	25.57	4431.28	53175.41
							26.84	4652.85	55834.23
							28.19	4885.50	58625.97
							29.59	5129.77	61557.24
							31.07	5386.26	64635.16
6/28/2025	9/3/2024		License/Permit Specialist II	ESCEA	22	Hourly	28.92	5013.61	60163.34
							30.37	5264.28	63171.38
							31.89	5527.50	66330.01
							33.48	5803.88	69646.51
							35.16	6094.07	73128.90
6/28/2025	9/3/2024		Park Facilities Maintenance Technician	ESCEA	29	Hourly	34.38	5959.61	71515.27
							36.10	6257.59	75091.10
							37.91	6570.47	78845.66
							39.80	6898.99	82787.88
							41.79	7243.94	86927.30
6/28/2025	9/3/2024		Meter Reader/Repairer	ESCEA	26	Hourly	31.93	5534.08	66408.95
							33.52	5810.78	69729.39
							35.20	6101.33	73215.98
							36.96	6406.40	76876.85
							38.81	6726.72	80720.66
6/28/2025	9/3/2024		Network Assistant	ESCEA	22	Hourly	28.92	5013.61	60163.34
							30.37	5264.28	63171.38
							31.89	5527.50	66330.01
							33.48	5803.88	69646.51
							35.16	6094.07	73128.90
6/28/2025	9/3/2024		Office Specialist I	ESCEA	11	Hourly	22.04	3821.08	45852.90
							23.15	4012.13	48145.59
							24.30	4212.75	50552.99
							25.52	4423.38	53080.56
							26.80	4644.55	55734.55
6/28/2025	9/3/2024		Office Specialist II	ESCEA	17	Hourly	25.57	4431.28	53175.41
							26.84	4652.85	55834.23
							28.19	4885.50	58625.97
							29.59	5129.77	61557.24
							31.07	5386.26	64635.16
6/28/2025	9/3/2024		Park Maintenance Worker I	ESCEA	15	Hourly	24.33	4217.77	50613.21
							25.55	4428.65	53143.83
							26.83	4650.08	55801.01
							28.17	4882.59	58591.09
							29.58	5126.71	61520.57
6/28/2025	9/3/2024		Park Maintenance Worker II	ESCEA	19	Hourly	26.86	4655.63	55867.59
							28.20	4888.42	58660.98
							29.61	5132.84	61594.03
							31.09	5389.48	64673.74
							32.65	5658.96	67907.49
6/28/2025	9/3/2024		Planning Technician	ESCEA	23	Hourly	29.65	5138.96	61667.49
							31.13	5395.90	64750.76
							32.69	5665.69	67988.33
							34.32	5948.98	71387.71
							36.04	6246.43	74957.17
6/28/2025	9/3/2024		Pool Maintenance Technician	ESCEA	25	Hourly	31.15	5399.11	64789.33
							32.71	5669.07	68028.81
							34.34	5952.52	71430.23
							36.06	6250.14	75001.73
							37.86	6562.65	78751.84

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2025 - 3%**

**ESCEA
City of El Segundo City Employees Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/28/2025	9/3/2024		Public Works Inspector	ESCEA	22	Hourly	28.92	5013.61	60163.34
							30.37	5264.28	63171.38
							31.89	5527.50	66330.01
							33.48	5803.88	69646.51
							35.16	6094.07	73128.90
6/28/2025	9/3/2024		Records Technician	ESCEA	23	Hourly	29.65	5138.96	61667.49
							31.13	5395.90	64750.76
							32.69	5665.69	67988.33
							34.32	5948.98	71387.71
							36.04	6246.43	74957.17
6/28/2025	9/3/2024		Recreation Coordinator	ESCEA	25	Hourly	31.15	5399.11	64789.33
							32.71	5669.07	68028.81
							34.34	5952.52	71430.23
							36.06	6250.14	75001.73
							37.86	6562.65	78751.84
6/28/2025	9/3/2024		Revenue Inspector	ESCEA	33	Hourly	37.95	6578.29	78939.49
							39.85	6907.20	82886.42
							41.84	7252.57	87030.80
							43.93	7615.19	91382.32
							46.13	7995.95	95951.40
6/28/2025	9/3/2024		Senior Administrative Specialist	ESCEA	25	Hourly	31.15	5399.11	64789.33
							32.71	5669.07	68028.81
							34.34	5952.52	71430.23
							36.06	6250.14	75001.73
							37.86	6562.65	78751.84
6/28/2025	9/3/2024		Senior Library Assistant	ESCEA	27	Hourly	32.73	5672.45	68069.42
							34.36	5956.07	71472.88
							36.08	6253.87	75046.41
							37.88	6566.56	78798.69
							39.78	6894.88	82738.61
6/28/2025	9/3/2024		Senior Network Assistant	ESCEA	26	Hourly	31.93	5534.08	66408.95
							33.52	5810.78	69729.39
							35.20	6101.33	73215.98
							36.96	6406.40	76876.85
							38.81	6726.72	80720.66
6/28/2025	9/3/2024		Street Maintenance Leadworker	ESCEA	28	Hourly	33.54	5814.25	69771.02
							35.22	6104.96	73259.52
							36.98	6410.21	76922.55
							38.83	6730.72	80768.65
							40.77	7067.25	84806.99
6/28/2025	9/3/2024		Street Maintenance Worker I	ESCEA	15	Hourly	24.33	4217.77	50613.21
							25.55	4428.65	53143.83
							26.83	4650.08	55801.01
							28.17	4882.59	58591.09
							29.58	5126.71	61520.57
6/28/2025	9/3/2024		Street Maintenance Worker II	ESCEA	19	Hourly	26.86	4655.63	55867.59
							28.20	4888.42	58660.98
							29.61	5132.84	61594.03
							31.09	5389.48	64673.74
							32.65	5658.96	67907.49
6/28/2025	9/3/2024		Tree Maintenance Worker	ESCEA	22	Hourly	28.92	5013.61	60163.34
							30.37	5264.28	63171.38
							31.89	5527.50	66330.01
							33.48	5803.88	69646.51
							35.16	6094.07	73128.90
6/28/2025	9/3/2024		Water/Wastewater Maintenance Leadworker	ESCEA	28	Hourly	33.54	5814.25	69771.02
							35.22	6104.96	73259.52
							36.98	6410.21	76922.55
							38.83	6730.72	80768.65
							40.77	7067.25	84806.99

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2025 - 3%**

ESCEA									
City of El Segundo City Employees Association Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/28/2025	9/3/2024		Water/Wastewater Maintenance Worker I	ESCEA	18	Hourly	26.20	4542.09	54505.14
							27.51	4769.20	57230.42
							28.89	5007.65	60091.79
							30.33	5258.03	63096.39
							31.85	5520.92	66251.08
6/28/2025	9/3/2024		Water/Wastewater Maintenance Worker II	ESCEA	22	Hourly	28.92	5013.61	60163.34
							30.37	5264.28	63171.38
							31.89	5527.50	66330.01
							33.48	5803.88	69646.51
							35.16	6094.07	73128.90
6/29/2024	9/3/2024		Code Compliance Inspector (Part-Time)	ESCEA		Hourly	40.87		
							42.91		
							45.06		
							47.31		
							49.68		

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2026 - 2%**

**ESCEA
City of El Segundo City Employees Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/27/2026	9/3/2024		Accounting Technician	ESCEA	22	Hourly	29.50	5113.88	61366.61
							30.98	5369.57	64434.80
							32.53	5638.05	67656.61
							34.15	5919.95	71039.45
							35.86	6215.96	74591.48
6/27/2026	9/3/2024		Accounts Specialist I	ESCEA	12	Hourly	23.05	3994.93	47939.17
							24.20	4194.68	50336.15
							25.41	4404.42	52852.98
							26.68	4624.64	55495.64
							28.01	4855.87	58270.50
6/27/2026	9/3/2024		Accounts Specialist II	ESCEA	18	Hourly	26.73	4632.94	55595.24
							28.06	4864.59	58375.03
							29.47	5107.80	61293.63
							30.94	5363.19	64358.32
							32.49	5631.34	67576.10
6/27/2026	9/3/2024		Administrative Specialist	ESCEA	21	Hourly	28.78	4989.15	59869.78
							30.22	5238.61	62863.31
							31.73	5500.54	66006.43
							33.32	5775.56	69306.67
							34.99	6064.34	72772.09
6/27/2026	9/3/2024		Administrative Technical Specialist	ESCEA	29	Hourly	35.07	6078.80	72945.57
							36.82	6382.74	76592.92
							38.66	6701.88	80422.58
							40.60	7036.97	84443.64
							42.63	7388.82	88665.85
6/27/2026	9/3/2024		Assistant Planner	ESCEA	33	Hourly	38.71	6709.86	80518.28
							40.65	7045.35	84544.15
							42.68	7397.62	88771.42
							44.81	7767.50	93209.97
							47.05	8155.87	97870.43
6/27/2026	9/3/2024		Building Inspector I	ESCEA	32	Hourly	37.77	6546.20	78554.37
							39.65	6873.51	82482.06
							41.64	7217.18	86606.10
							43.72	7578.04	90936.48
							45.91	7956.94	95483.32
6/27/2026	9/3/2024		Building Inspector II	ESCEA	36	Hourly	41.69	7225.78	86709.34
							43.77	7587.06	91044.78
							45.96	7966.41	95596.94
							48.26	8364.74	100376.88
							50.67	8782.98	105395.74
6/27/2026	9/3/2024		Civil Engineering Assistant	ESCEA	34	Hourly	39.68	6877.62	82531.41
							41.66	7221.49	86657.91
							43.75	7582.57	90990.89
							45.93	7961.69	95540.33
							48.23	8359.77	100317.27
6/27/2026	9/3/2024		Code Compliance Inspector	ESCEA	36	Hourly	41.69	7225.78	86709.34
							43.77	7587.06	91044.78
							45.96	7966.41	95596.94
							48.26	8364.74	100376.88
							50.67	8782.98	105395.74
6/27/2026	9/3/2024		Media Specialist	ESCEA	32	Hourly	37.77	6546.20	78554.37
							39.65	6873.51	82482.06
							41.64	7217.18	86606.10
							43.72	7578.04	90936.48
							45.91	7956.94	95483.32
6/27/2026	9/3/2024		Computer Graphics Designer	ESCEA	34	Hourly	39.68	6877.62	82531.41
							41.66	7221.49	86657.91
							43.75	7582.57	90990.89
							45.93	7961.69	95540.33
							48.23	8359.77	100317.27

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2026 - 2%**

**ESCEA
City of El Segundo City Employees Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/27/2026	9/3/2024		Cultural Arts Coordinator	ESCEA	35S	Hourly	41.19	7139.26	85671.15
							43.25	7496.23	89954.71
							45.41	7871.04	94452.45
							47.68	8264.59	99175.07
							50.06	8677.82	104133.82
6/27/2026	9/3/2024		Custodian	ESCEA	11	Hourly	22.49	3897.50	46769.96
							23.61	4092.38	49108.51
							24.79	4297.00	51564.05
							26.03	4511.85	54142.17
							27.33	4737.44	56849.24
6/27/2026	9/3/2024		Economic Development Coordinator	ESCEA	33	Hourly	38.71	6709.86	80518.28
							40.65	7045.35	84544.15
							42.68	7397.62	88771.42
							44.81	7767.50	93209.97
							47.05	8155.87	97870.43
6/27/2026	9/3/2024		Engineering Technician	ESCEA	30	Hourly	35.95	6230.77	74769.25
							37.74	6542.31	78507.75
							39.63	6869.44	82433.24
							41.61	7212.90	86554.81
							43.69	7573.55	90882.59
6/27/2026	9/3/2024		Equipment Mechanic I	ESCEA	22	Hourly	29.50	5113.88	61366.61
							30.98	5369.57	64434.80
							32.53	5638.05	67656.61
							34.15	5919.95	71039.45
							35.86	6215.96	74591.48
6/27/2026	9/3/2024		Equipment Mechanic II	ESCEA	27	Hourly	33.38	5785.90	69430.81
							35.05	6075.19	72902.33
							36.80	6378.94	76547.34
							38.64	6697.89	80374.66
							40.57	7032.78	84393.39
6/27/2026	9/3/2024		Facilities Systems Mechanic	ESCEA	32	Hourly	37.77	6546.20	78554.37
							39.65	6873.51	82482.06
							41.64	7217.18	86606.10
							43.72	7578.04	90936.48
							45.91	7956.94	95483.32
6/27/2026	9/3/2024		Senior Equipment Mechanic	ESCEA	30	Hourly	35.95	6230.77	74769.25
							37.74	6542.31	78507.75
							39.63	6869.44	82433.24
							41.61	7212.90	86554.81
							43.69	7573.55	90882.59
6/27/2026	9/3/2024		Fire Prevention Specialist I	ESCEA	34	Hourly	39.68	6877.62	82531.41
							41.66	7221.49	86657.91
							43.75	7582.57	90990.89
							45.93	7961.69	95540.33
							48.23	8359.77	100317.27
6/27/2026	9/3/2024		Fire Prevention Specialist II	ESCEA	37	Hourly	43.75	7583.33	90999.96
							45.94	7962.50	95549.96
							48.23	8360.62	100327.46
							50.65	8778.65	105343.83
							53.18	9217.58	110610.94
6/27/2026	9/3/2024		Library Assistant	ESCEA	20	Hourly	28.08	4867.46	58409.57
							29.49	5110.84	61330.12
							30.96	5366.39	64396.63
							32.51	5634.70	67616.36
							34.13	5916.44	70997.24
6/27/2026	9/3/2024		Library Clerk I	ESCEA	7	Hourly	20.37	3530.93	42371.15
							21.39	3707.49	44489.85
							22.46	3892.85	46714.25
							23.58	4087.51	49050.07
							24.76	4291.89	51502.63

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2026 - 2%**

**ESCEA
City of El Segundo City Employees Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/27/2026	9/3/2024		Library Clerk II	ESCEA	11	Hourly	22.49	3897.50	46769.96
							23.61	4092.38	49108.51
							24.79	4297.00	51564.05
							26.03	4511.85	54142.17
							27.33	4737.44	56849.24
6/27/2026	9/3/2024		License/Permit Specialist I	ESCEA	17	Hourly	26.08	4519.91	54238.91
							27.38	4745.91	56950.92
							28.75	4983.21	59798.49
							30.19	5232.37	62788.38
							31.70	5493.99	65927.87
6/27/2026	9/3/2024		License/Permit Specialist II	ESCEA	22	Hourly	29.50	5113.88	61366.61
							30.98	5369.57	64434.80
							32.53	5638.05	67656.61
							34.15	5919.95	71039.45
							35.86	6215.96	74591.48
6/27/2026	9/3/2024		Park Facilities Maintenance Technician	ESCEA	29	Hourly	35.07	6078.80	72945.57
							36.82	6382.74	76592.92
							38.66	6701.88	80422.58
							40.60	7036.97	84443.64
							42.63	7388.82	88665.85
6/27/2026	9/3/2024		Meter Reader/Repairer	ESCEA	26	Hourly	32.57	5644.76	67737.12
							34.19	5927.00	71123.98
							35.90	6223.36	74680.30
							37.70	6534.53	78414.38
							39.58	6861.26	82335.07
6/27/2026	9/3/2024		Network Assistant	ESCEA	22	Hourly	29.50	5113.88	61366.61
							30.98	5369.57	64434.80
							32.53	5638.05	67656.61
							34.15	5919.95	71039.45
							35.86	6215.96	74591.48
6/27/2026	9/3/2024		Office Specialist I	ESCEA	11	Hourly	22.49	3897.50	46769.96
							23.61	4092.38	49108.51
							24.79	4297.00	51564.05
							26.03	4511.85	54142.17
							27.33	4737.44	56849.24
6/27/2026	9/3/2024		Office Specialist II	ESCEA	17	Hourly	26.08	4519.91	54238.91
							27.38	4745.91	56950.92
							28.75	4983.21	59798.49
							30.19	5232.37	62788.38
							31.70	5493.99	65927.87
6/27/2026	9/3/2024		Park Maintenance Worker I	ESCEA	15	Hourly	24.82	4302.12	51625.47
							26.06	4517.23	54206.71
							27.36	4743.09	56917.03
							28.73	4980.24	59762.91
							30.17	5229.25	62750.98
6/27/2026	9/3/2024		Park Maintenance Worker II	ESCEA	19	Hourly	27.40	4748.74	56984.94
							28.77	4986.18	59834.20
							30.20	5235.49	62825.91
							31.72	5497.27	65967.21
							33.30	5772.14	69265.64
6/27/2026	9/3/2024		Planning Technician	ESCEA	23	Hourly	30.24	5241.74	62900.84
							31.75	5503.81	66045.77
							33.34	5779.01	69348.09
							35.01	6067.96	72815.46
							36.76	6371.36	76456.31
6/27/2026	9/3/2024		Pool Maintenance Technician	ESCEA	25	Hourly	31.77	5507.09	66085.12
							33.36	5782.45	69389.39
							35.03	6071.57	72858.83
							36.78	6375.15	76501.76
							38.62	6693.91	80326.87

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2026 - 2%**

**ESCEA
City of El Segundo City Employees Association Salary Schedule**

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/27/2026	9/3/2024		Public Works Inspector	ESCEA	22	Hourly	29.50	5113.88	61366.61
							30.98	5369.57	64434.80
							32.53	5638.05	67656.61
							34.15	5919.95	71039.45
							35.86	6215.96	74591.48
6/27/2026	9/3/2024		Records Technician	ESCEA	23	Hourly	30.24	5241.74	62900.84
							31.75	5503.81	66045.77
							33.34	5779.01	69348.09
							35.01	6067.96	72815.46
							36.76	6371.36	76456.31
6/27/2026	9/3/2024		Recreation Coordinator	ESCEA	25	Hourly	31.77	5507.09	66085.12
							33.36	5782.45	69389.39
							35.03	6071.57	72858.83
							36.78	6375.15	76501.76
							38.62	6693.91	80326.87
6/27/2026	9/3/2024		Revenue Inspector	ESCEA	33	Hourly	38.71	6709.86	80518.28
							40.65	7045.35	84544.15
							42.68	7397.62	88771.42
							44.81	7767.50	93209.97
							47.05	8155.87	97870.43
6/27/2026	9/3/2024		Senior Administrative Specialist	ESCEA	25	Hourly	31.77	5507.09	66085.12
							33.36	5782.45	69389.39
							35.03	6071.57	72858.83
							36.78	6375.15	76501.76
							38.62	6693.91	80326.87
6/27/2026	9/3/2024		Senior Library Assistant	ESCEA	27	Hourly	33.38	5785.90	69430.81
							35.05	6075.19	72902.33
							36.80	6378.94	76547.34
							38.64	6697.89	80374.66
							40.57	7032.78	84393.39
6/27/2026	9/3/2024		Senior Network Assistant	ESCEA	26	Hourly	32.57	5644.76	67737.12
							34.19	5927.00	71123.98
							35.90	6223.36	74680.30
							37.70	6534.53	78414.38
							39.58	6861.26	82335.07
6/27/2026	9/3/2024		Street Maintenance Leadworker	ESCEA	28	Hourly	34.21	5930.54	71166.44
							35.93	6227.06	74724.71
							37.72	6538.42	78461.00
							39.61	6865.34	82384.02
							41.59	7208.59	86503.13
6/27/2026	9/3/2024		Street Maintenance Worker I	ESCEA	15	Hourly	24.82	4302.12	51625.47
							26.06	4517.23	54206.71
							27.36	4743.09	56917.03
							28.73	4980.24	59762.91
							30.17	5229.25	62750.98
6/27/2026	9/3/2024		Street Maintenance Worker II	ESCEA	19	Hourly	27.40	4748.74	56984.94
							28.77	4986.18	59834.20
							30.20	5235.49	62825.91
							31.72	5497.27	65967.21
							33.30	5772.14	69265.64
6/27/2026	9/3/2024		Tree Maintenance Worker	ESCEA	22	Hourly	29.50	5113.88	61366.61
							30.98	5369.57	64434.80
							32.53	5638.05	67656.61
							34.15	5919.95	71039.45
							35.86	6215.96	74591.48
6/27/2026	9/3/2024		Water/Wastewater Maintenance Leadworker	ESCEA	28	Hourly	34.21	5930.54	71166.44
							35.93	6227.06	74724.71
							37.72	6538.42	78461.00
							39.61	6865.34	82384.02
							41.59	7208.59	86503.13

**CITYWIDE PUBLIC PAY SCHEDULE
EFFECTIVE JULY 2026 - 2%**

ESCEA									
City of El Segundo City Employees Association Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/27/2026	9/3/2024		Water/Wastewater Maintenance Worker I	ESCEA	18	Hourly	26.73	4632.94	55595.24
							28.06	4864.59	58375.03
							29.47	5107.80	61293.63
							30.94	5363.19	64358.32
							32.49	5631.34	67576.10
6/27/2026	9/3/2024		Water/Wastewater Maintenance Worker II	ESCEA	22	Hourly	29.50	5113.88	61366.61
							30.98	5369.57	64434.80
							32.53	5638.05	67656.61
							34.15	5919.95	71039.45
							35.86	6215.96	74591.48
6/29/2024	9/3/2024		Code Compliance Inspector (Part-Time)	ESCEA		Hourly	41.69		
							43.77		
							45.96		
							48.26		
							50.67		

MEMORANDUM
OF
UNDERSTANDING

EL SEGUNDO
CITY EMPLOYEES' ASSOCIATION

October 1, 2023 – June 30, 2027

Commented [LCW1]: Term discussed August 15, 2024.

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ARTICLE 6 **OTHER PROVISIONS**

Commented [LCW2]: Non-substantive change: Reorganized and restructured MOU.

This organization and structure aligns with the new organization and structure for the City's other miscellaneous groups, SPEA and PSSEA, and will facilitate comparison of terms between units.

Potential TA.

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

ARTICLE 1 - INTRODUCTION

SECTION 1. Preamble

This Memorandum of Understanding (hereinafter referred to as the "MOU" or the "Agreement") is made and entered into between the City of the El Segundo (hereinafter referred to as the "City" or "Employer") and the El Segundo City Employees' Association EL SEGUNDO CITY EMPLOYEES' ASSOCIATION, hereinafter referred to as ("Association," "Union" or "CEA"), 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 [LCW3]: Non-substantive changes: Minor revisions.
Potential TA

SECTION 2. Recognition

The City hereby confirms its recognition of the Association as the exclusive representative of the employees in the general employees' representation unit, which is comprised of the full-time permanent and part-time permanent non-safety employees in the City's "classified service," except Police Assistant I/II, Police Service Officer I/II, Crime Scene Investigator I/II, and those classes defined as management/confidential or supervisory/professional. Appendix A enumerates the job classifications represented by the Association as part of this representation unit.

Commented [LCW4]: Non-substantive changes: Minor revisions.
Potential TA

The City's recognition of the Association shall not be subject to challenge except as provided under the provisions of the City's Employer-Employee Organization Relations Resolution No. 3208.

The City, and agrees to meet and confer with the Association on all matters relating within the scope of representation as they pertaining to the said employees as authorized by the law.

The City acknowledges the appropriateness of the representation unit as it is currently composed.

~~represented by the Association is generally described as all full time permanent and part time permanent non-safety employees in the City's "classified service," except Police Assistant I/II, Police Service Officer I/II, Crime Scene Investigator I/II, and those classes defined as management/confidential or supervisory/professional. This recognition of the Association shall not be subject to challenge except as provided under the provisions of the City's Employer-Employee Organization Relations Resolution #3208. [This list of classes within the bargaining unit is attached to this MOU as Appendix A.]~~

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 MOU shall commence on October 1, 2023 and be effective through and including end on June 30, 2026/2027.~~

Commented [LCW5]: Substantive change: New term.
The City proposes a 2 ¾ year term ending on June 20, 2026.
For budgeting purposes, the City is interested in revising the terms of MOUs to conclude with the Fiscal Year.
This 2026 term would align with the end dates for SPEA and the end date under consideration by PSSEA.
Commented [LCW6R5]: Potential TA: Parties agree on the length of the term.
Commented [LCW7R5]: Term discussed August 15, 2024.

This MOU contains all of the covenants, stipulations and provisions agreed upon by the parties relating to employee wages, hours and other terms and conditions of employment.

Therefore, for the life of this agreement, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issue which is covered by this Agreement. Except as set forth above, nothing herein shall be construed as a waiver of the parties' rights to negotiate matters within the scope of bargaining.

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

SECTION 44. Non-Discrimination

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

Neither the City nor the Association agree that they shall not illegally discriminate against any employee because of race, color, sex, age, religion, creed, national origin, ancestry, sex, gender, sexual orientation, medical condition, genetic information, marital status, political or religious opinions or affiliations, or any other recognized protected category under the law, and shall act affirmatively to accomplish equal employment opportunities for all employees.

The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of the Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

ARTICLE 2 – COMPENSATION

SECTION 1. Compensation Adjustments

The City shall provide the following salary increases to employees:

1. Retroactive to Effective the first full pay following July 1, 2024: Increase base salary by three percent (3.00%) period following October 1, 2023 or that follows adoption of Agreement by the Council, whichever is later: Increase base salary by _____ Percent (___%);
2. Effective the first full pay period following Pay Period that includes July 1, 2025: Increase base salary by three percent (3.00%) increase base salary by _____; Percent (___%); and

Commented [LCW8]: Non-substantive changes: Moved to Article 6.

Commented [LCW9]: Non-substantive changes: Moved to Article 6.

Substantive change: The City will meet and confer on proposed changes to Personnel Rules and Regulations that are within the scope of representation.

Commented [LCW10]: Non-substantive change: Moved to Article 5.

Commented [LCW11]: Substantive change: Removed reference to "political opinions and affiliations" as this is not a protected classifications.

Commented [LCW12]: Non-substantive change: Move to Article 6.

3. Effective the first full pay period following that includes July 1, 2026: Increase base salary by two percent (2.00%) Percent (2%)

The City shall provide the amount owed as a result of the operation of the retroactive salary increase as part of the employee's regular payroll by operation of the retroactive salary by a separate check in the first full pay period following the adoption of the MOU by the City Council. The check shall provide for the additional amount owed during the period between July 1, 2024, and the operative date of the increased salary following the date of adoption by the City Council.

SECTION 2. Ratification Bonus

The City shall provide a one-time ratification bonus in the amount of \$5,05037 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 32. Salary Table Step Advancement

1A. Step Advancement Basic Salary Schedule

A. The advancement of an new employee from Step A to Step B shall be on the beginning of the pay period new employee's anniversary date which is established as the day immediately following satisfactory completion of the employee's first six (6) months' service. The advancement from Step A to Step B shall result in the employee receiving a new anniversary date.

Advancement from Steps B to Step C, from Step C to Step D, and from Step D to Step E contemplate shall each occur at the beginning of the pay period during which the employee will complete one (1) year of satisfactory service in the prior step, each of such classification subject to the limitations set forth in Article 2, of Section 6-4, below.

Unless the employee receives an accelerated salary step advancement, as described in Article 2, Section 4, salary step and the advancements therefrom shall be on the anniversary date of the employee's prior step advancement.

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

B. Step Advancement - Anniversary Date

The City shall provide the increase in compensation associated with a step advancement at the beginning of the pay period during which the anniversary occurs.

Other changes in salary shall not change the anniversary date, except for changes in job classification 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 employee and to determine the particular step in any range number which is to be thereafter assigned to any such employee, subject to meet and confer with the Association.

Commented [LCW13]: Substantive change: The City proposes the following COLA increases: (1) 1.5%; (2) 1.5%; and (3) 1.5%;

Commented [LCW14R13]: The City declines to provide the requested salary increases prior to agreement on the successor MOU. The City will increase the first two (2) COLA amount from 1.5% to 1.75%.

Commented [LCW15R13]: CEA Request: CEA requests that the increase be made in the pay period that includes the dates referenced in this section.

Commented [ACV16R13]: City: The City proposes:
(1) The City will increase each of the three (3) COLAs amounts to 1.75%.
(2) Clarification that the first salary increase will not be retroactive if the adoption of the MOU occurs after September 30.
(3) The City will consider the CEA proposal to include the 2nd and 3rd salary increases in the pay period that includes July 1, 2024 and 2025.

Commented [LCW17R13]: City: The City proposes:
(1) The City will increase each of the three (3) COLAs amounts to 2.00%.

Commented [LCW18R13]: Compensation discussed August 15, 2024.

Commented [LCW19]: Substantive change: The City will provide a one-time \$500 ratification bonus after the MOU is adopted. The

Commented [ACV20R19]: The City will increase the ratification bonus from \$500 to \$1,000.

Commented [LCW21R19]: The City will increase the ratification bonus from \$1,000 to \$2,000.

Commented [LCW22R19]: Compensation discussed August 15, 2024.

Commented [LCW23]: Substantive change: The City will provide a one-time \$500 ratification bonus after the MOU is adopted. The

Commented [ACV24R23]: The City will increase the ratification bonus from \$500 to \$1,000.

Commented [LCW25R23]: The City will increase the ratification bonus from \$1,000 to \$2,000.

Commented [LCW26R23]: Discussed August 15, 2024.

This amount is intended to cover the following:

Commented [ACV27]: Clarified that the advancement to Step B shall result in a new anniversary date that shall be the anniversary date for employees moving forward.

Commented [LCW28]: Substantive change: Change the date for the salary step advancement for administrative purposes.

Commented [ACV29]: Checked internal cross reference.

Commented [LCW30]: Substantive change: Change the date for the salary step advancement for administrative purposes.

Commented [ACV31]: Clarifying revisions.

Notwithstanding the above, an employee in a class series classification under Article 2, Section 5 shall not be assigned a new anniversary date when they are advanced from Level I to Level II in that same classification.

Commented [LCW32]: Checked internal cross reference.

C. Increases Based 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 Article 2, Section 3, Subsection B., 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.

Commented [LCW33]: Checked internal cross reference.

Commented [LCW34]: CEA requests to revise to the timing of the notice to the employee.

Commented [ACV35R34]: City declines to revise the timing of the notice.

SECTION 4. Accelerated Salary Step Advancement

Commented [LCW36]: Substantive change. Changes to procedure including recognition of "outstanding employees."

Potential TA

Accelerated salary step advancement is intended to recognize employees whose job performance is outstanding 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 the next 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.

Notwithstanding the above, a supervisor may recommend to the department head that an employee receive an accelerated advancement of part or all of the next salary step B, C, D, or E (excluding Longevity Pay), based on exemplary job performance. If the department head concurs, he/she shall they 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

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~~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 for purposes of determining future salary step advancement.~~

In no case shall an employee receive compensation that exceeds ~~the E-s~~Step E of their respective salary ~~ranges~~schedule.

Section 5.2- Class Series Classifications -

A. ~~Notwithstanding the provisions of Section 1-1, the~~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 shall be paid at either of two different salary range levels assigned to each class:

1. Accounts Specialist I/II

2. Building Inspector I/II

3. Equipment Mechanic I/II

4. Fire Prevention Specialist I/II

~~4-5.~~ Library Clerk I/II

~~5.~~ License Permit Specialist I/II

~~6.~~

~~6-7.~~ Office Specialist I/II

~~7-8.~~ Park Maintenance Worker I/II

~~8-9.~~ Public Works Inspector I/II

~~9-10.~~ Street Maintenance Worker I/II

~~10-11.~~ Wastewater Maintenance Worker I/II

12. Water Maintenance Worker I/II

~~11.~~

Commented [LCW37]: Substantive Change: Added new classification for Fire Prevention Specialist Potential TA

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~~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.~~

B. Step Advancement in Class Series Classifications

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 Article 2, Section 4-43, except as noted below.

Commented [LCW38]: Checked internal cross reference.

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 Article 2, Section 34-1.

Commented [LCW39]: Checked internal cross reference.

C. Class Series Advancement

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 an employee person is employed at Level I, such employee may be advanced to Level II upon an evaluation 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 at Level I causes makes his/her their advancement assignment to Level II to be appropriate. No employee shall be advanced to Level II without such an evaluation.~~

Commented [ACV40]: Added clarifying language.

~~In making the determination to advance an employee to Level II, according to the above noted factors, such determination shall not be made simply by a subjective evaluation of the criteria stated above but shall be made 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. Meeting minimum qualifications posted on class specifications;~~
2. _____
- ~~3. Acquisition of specialized skills required of the position;~~
3. _____
- ~~4. Achievement of specific job-related goals and objectives during a specified period of time;~~
4. _____
- ~~5. Increased ability to work without close supervision;~~
5. _____

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~~6.~~ Ability to exercise increased individual judgment;
~~6.~~

~~7.~~ Ability to provide leadership and guidance to less experienced employees;
~~7.~~

~~8.~~ Ability to understand and properly apply departmental rules; and
~~8.~~

9. 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.

Commented [LCW41]: Substantive Change: Revised to remove the City Manager from involvement in the process.
Potential TA

D. Compensation after Class Series Advancement

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

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

Whenever an employee'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.~~

E. ~~3.~~ Longevity Achievement on Merit

~~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.~~

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.~~

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~~If the employee's anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the effective date falls on the second week of the pay period, the effective date of the increase will be the first day of the following pay period.~~

~~Other changes in salary, unless specifically directed by the Council or as provided in Section 6 shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System Ordinance or the Personnel Rules and Regulations. The City Council reserves the right, at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee, subject to meet and confer with the Association.~~

~~Notwithstanding the above, an employee in a classification under Section 1-2 shall not be assigned a new anniversary date when he/she is advanced from Level I to Level II in that same classification.~~

~~5. Increases on Merit Basic Salary Schedule~~

~~-An employee shall be eligible for advancement to a higher step on the basis of service time as described in Section 1 and satisfactory performance of duties. An employee will be presumed to merit an increase unless 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 63. 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 employee.

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

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

ADDITIONAL COMPENSATION

SECTION 74. Termination Pay

Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period and the terminal salary warrant shall include accrued vacation pay to the time of termination. -Rate of pay for accrued vacation at the time of termination shall be at the employee's base salary hour rate of pay ~~and not include EPMC.~~

Commented [LCW42]: Substantive change. Revised to align provision of pay with other bargaining groups.

Potential TA

Commented [LCW43]: Non-substantive change. Removed reference to EPMC as obsolete.

Potential TA

ADDITIONAL COMPENSATION

SECTION 85. Temporary 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.

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.

When an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above their present rate, whichever is higher. For the purpose of this section, "applicable period of time" is defined as nine consecutive working days (eight working days if on four ten plan) or longer. Temporary assignments shall be limited to 960 hours per fiscal year.

SECTION 6. Street Maintenance Worker Duties

Effective October 1, 2000, the City may utilize employees working in the Street Maintenance Worker I/II job classification for the purpose of providing concrete maintenance and installation services.

The following limitations shall apply:

Employees shall not be required to perform such duties for a period exceeding ten (10) hours during each two-week pay period

- 1. or be expected to pour more than one (1) yard of concrete each week.

SECTION 97. 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

Commented [LCW44]: Substantive Change: Revised to clarify process, including credit against probation.

This term aligns with the term to which SPEA agreed and that PSSEA has TA'd.

Commented [ACV45R44]: CEA Request: CEA requests that the service period in the higher classification be reduced to five (5) days or that the 10 day period be cumulative not consecutive.

Commented [ACV46R44]: The City declines the requested reduction in the number of days required in order to receive increased pay for service in a higher classification.

The City maintains its proposal to credit individuals with time in a probationary status if promoted to such higher classification.

Commented [LCW47]: Non-substantive change: Moved to Article 6.

Commented [LCW48R47]: Potential TA

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other specified location. Standby duty employees are free to engage in personal business and activities.

However, The City requires that standby duty employees adhere to the following requirements:

1. ~~Be reachable by cellular phone or other device. The City may, in its discretion, provide a cellular phone or other device to an assigned standby duty employee for purposes of responding to requests to return to duty.~~
1. ~~A. Be ready to respond immediately.~~
2. ~~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.~~
2. ~~C. Be able to report to work within one (1) hour of notification.~~
3. ~~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.~~
4. ~~E. Respond to any call back during the assigned standby 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. duty.~~
5. ~~2. As with any City equipment, any paging cellular 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 cellular device, which is caused by the employee's negligence or intentional acts.~~

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

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

5. Employees recalled to duty shall receive a minimum of four (4) hours of recall pay at time and one half their regular rate of pay as provided under Article 2, Section 10.

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 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 period compensation.

Within 120 days of the adoption of this Agreement, the Parties shall meet to discuss standby duty and pay.

Commented [ACV49]: CEA requests the following:

- (1) The City increase standby pay to 6 hours per regularly scheduled day and 12 hours for non-scheduled days.
- (2) The City provide standby pay as either pay or compensatory time.
- (3) The City provide standby pay at one and one half time on holidays.

CEA notes that standby duty affects recall duty.

Commented [LCW50R49]: The City declines to provide the requested increases to standby pay.

Commented [ACV51]: Substantive change: Recall time is paid at regular rate.

Note: This proposal is part of package proposal to increase vacation time accruals.

Commented [LCW52R51]: The City withdraws its proposal to reduce the rate of pay for recall time.

Commented [LCW53]: Non-substantive revisions: Removed reference to beepers.

Potential TA.

Commented [ACV54]: Clarifying revisions.

Potential TA.

SECTION 10. Recall Time

Employees who are required by their supervisor to return to a designated worksite other than during the employee's regularly scheduled hours of work and at a time not contiguous with said regularly scheduled hours of work, shall be provided a minimum of four (4) hours work time credit at one and one half (1 ½) times the employee's ~~their~~ regular rate of pay.

Prescheduled overtime does not constitute recall time.

SECTION 1018. Night Shift Differential Pay

~~1. Shift Differential~~ Employees shall be entitled to night shift differential pay of ninety cents (\$.90) per hour for each of the total number of hours worked during their regularly scheduled shift when a minimum of four (4) hours are scheduled of an employee's scheduled shift occurs between the hours of 5:00 p.m. and 6:00 a.m.

Employees who work overtime shall not be entitled to shift differential pay for hours in which they receive overtime pay.

SECTION 9142. Uniforms, Boots and Uniform Maintenance Allowances and Replacement

The City shall provide for ay uniforms, clothing, and safety shoes and boots personnel equipment allowance as follows:

~~A. Fire Prevention Specialist - \$240 per year or equivalent per month of active duty.~~

~~CA. Uniforms: The City provides uniforms to employees in the following classifications:~~

- 1. Building Inspector I/II;
- 2. Custodian;
- 3. Equipment Mechanic I/II;
- 4. Facilities Systems Mechanic;
- 5. Fire Prevention Specialist I/II;

~~_____ i~~

6. Maintenance Worker I/II;

~~The City reserves the right to provide uniforms in lieu of the allowances provided for herein. Affected employees occupying the classifications of Fire Equipment Mechanic;~~

7. Meter Reader/Repairer;

Commented [ACV55]: CEA has an issue with the use of the word contiguous.

Commented [ACV56R55]: City: Moved this section to be located adjacent to the section concerning standby duty at Section 9.

The City declines to remove the word contiguous because it provides important clarification concerning entitlement to such pay and that the employee need to return to work, not just continue working.

Commented [LCW57]: Substantive change: Recall time is paid at regular rate.

Note: This proposal is part of package proposal to increase vacation time accruals.

Commented [LCW58R57]: The City withdraws its proposal to reduce the rate of pay for recall time.

Commented [LCW59]: Non-substantive revisions: Clarifying revisions.

Potential TA

Commented [ACV60]: City: Reconciled section of current and operative MOU with City practice.

Commented [LCW61]: Non-substantive change: Converted annual payment to pay period.

Commented [ACV62R61]: CEA Request: CEA requests that the pay be provided once annually, not by pay period and that the City provide either a voucher or a reimbursement to the employee.

Commented [LCW63R61]: Potential TA

Commented [LCW64]: Substantive Change: Global change Fire Equipment Mechanic -> Mechanic I/II/Senior

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- 8. Park Facilities Maintenance Technician;
- 9. Park Maintenance Worker I/II;
- 10. Pool Technician;
- 11. Senior Equipment -Mechanic;
- 12. Senior Park Maintenance Worker; ~~Equipment Mechanic I/II;~~
- 13. Street Maintenance Leadworker;
- 14. Tree Maintenance Worker;
- 15. Wastewater Maintenance Leadworker; and
- 16. Water Maintenance Leadworker;
- Pool Technician; and

All Fire Prevention Specialist classifications

The City reserves the right to provide uniforms in lieu of the allowances provided for herein. Affected employees occupying the classifications of

GB. The City shall ~~replace have~~ unserviceable uniforms ~~replaced by the City~~ by means of the replacement policies and procedures applicable to sworn uniformed City police personnel.

Said ~~The~~ replacement of unserviceable uniforms will not count against ~~the any~~ policy shall be in addition to any uniform maintenance allowance paid to eligible affected employees.

GC. Uniform Allowance: Employees in the Fire Prevention Specialist I/II classifications shall receive a uniform allowance in the amount of \$240 per year for each year of active duty service in such classification.

In the event that the City provides such employees a uniform allowance and the employees are considered "classic" members of PERS, the City shall report to PERS the monetary value of the uniform allowance.

D. Rain Gear: The City shall provide rain gear for employees in the Building Inspectors I/II classification.

EED. ~~Safety Shoes and Boots: The City and shall additionally provide an pre-tax annual allowance for the purchase of safety shoes or boots in an the amount of \$220.00 to employees in the following classifications not to exceed \$180.00 (effective March 20, 2019)(pre-tax) per 12-month period for those individuals that the City require~~d~~ by the City to wear safety shoes or boots.:-~~

Commented [ACV65]: CEA requests that rain gear be provided to all personnel under Subsection F of this section.

Commented [ACV66R65]: The City will present such request to Council for their consideration and direction.

Commented [LCW67]: The City will increase the boot allowance from \$180 to \$200 for employees in those classifications who are required by the City/superseding workplace safety standards to wear such footwear.

Commented [LCW68R67]: CEA requests that all covered employees receive \$220.

Commented [LCW69R67]: The City will present such request to Council for their consideration and direction.

Commented [ACV70R67]: Updated to reflect increase to \$220.

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1. Building Inspector I/II;
2. Equipment Mechanic I/II;
3. Facilities Systems Mechanic;
4. Fire Prevention Specialist I/II;
5. Maintenance Worker I/II;
6. Meter Reader/Repairer;
7. Park Facilities Maintenance Technician;
8. Park Maintenance Worker I/II;
9. Pool Technician;
10. Senior Equipment Mechanic;
11. Street Maintenance Leadworker
12. Street Maintenance Worker I/II;
13. Tree Maintenance Worker;
14. Wastewater Maintenance Worker I/II;
15. Wastewater Maintenance Leadworker;
16. Water Maintenance Worker I/II; and
—Water Maintenance Leadworker; and
17.
—

The City will report to PERS the monetary value of the safety shoe or boot allowance.

—E. Identify Classifications

The City shall contract with a vendor for provision of said safety shoes or boots, and the Covered affected employees shall be required to obtain the shoes from said the contracted vendor, unless it can be demonstrated to the satisfaction of the employee's department Department head Head determines that the vendor does not have footwear the safety shoes or boots necessary for which is usable by the employee to perform their job safely.

Covered employees may use their safety shoe and boot allowance to purchase safety shoes or boots from the approved vendor.

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Upon receipt of written authorization from the ~~department~~ Department head ~~Head to do so~~, ~~the an employee who is unable to procure the necessary safety shoes or boots in order to perform their job safely may in such case~~ purchase safety shoes or boots at a location of ~~his/her/their~~ choice, subject to the maximum \$~~200+80.00~~ 200+80.00 ~~(effective March 20, 2019)~~ pre-tax limit City contribution.

The City shall not unreasonably deny a Requeste for an additional safety shoe or boot allowance ~~when if a covered employee's such individuals has safety shoes or boots are damaged or worn to the point of being unusable or unsafe, or damaged safety shoes shall not be unreasonably denied. If the City denies the request for an additional safety shoe or boot allowance is denied, City shall provide the reason for such denial shall be provided in writing to the employee.~~

Commented [ACV71]: Revised for clarity.

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

- | | |
|--|---|
| Custodian | Building Inspector I/II |
| Meter Reader/Repairer | Equipment Mechanic I/II |
| Facilities Systems Mechanic | Maintenance Craftsworker |
| Tree Maintenance Worker | Senior Park Maintenance Worker |
| Fire Equipment Mechanic | Pool Technician |

SECTION 13202. Educational Incentive Pay

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

Commented [ACV72]: CEA requests that all employees be able to receive educational incentive pay.

Commented [ACV73R72]: The City declines to expand the scope of educational incentive pay to allow all employees to receive such pay.

~~The educational incentive shall be as shown below 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. (Revised October 2011).~~

A. Education Pay

In order to qualify for educational incentive pay an employee must satisfy the following conditions: ~~Eligibility for educational incentive pay is limited to those employees who (1) Hired before May 10, 2017; (2a) are wWorking in a job classification that does not require a bachelor's degree or higher degree to qualify for the classification; and (3b) were awarded~~ Receive a bachelor's degree or higher degree from an accredited college or university, and (c) were awarded such degree in one (1) of the following majors: ~~(a) of public administration, (b) business administration, (c) engineering, or (d) other job-related major, which had been approved by the department~~ Department head ~~Head~~, in writing, prior to admission of the specific employee into that major.

Commented [LCW74]: Non-substantive change: Clarification of compensation. Potential TA.

- ~~Job Classifications Occupying Salary Grades 11-19: _____ \$~~
~~101.37-219.64 /pay periodmonth~~
- ~~Job Classifications Occupying Salary Grades 20-29: _____~~
~~\$129.77-281.16 /pay periodmonth~~
- ~~Job Classifications Occupying Salary Grades 30-39: _____~~
~~\$154.25-334.24 /pay periodmonth~~

Commented [LCW75]: Non-substantive change: Converted amounts on a per pay period basis. Potential TA.

If, during the term of this MOU, Agreement the City assigns a job classification ~~is assigned~~ a salary grade higher than 39, the flat dollar monthly-per pay period amount of education incentive pay for

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the employee in the classification shall be equivalent to five percent (5%) of the base salary of E-Step E of the salary grade.

~~Employees hired on or after May 10, 2017 shall not be eligible for Education Pay.~~

The City shall report educational incentive pay to PERS.

Section 1433.B- Certification Pay

Employees in the following job classifications shall be ~~eligible~~ entitled to receive certification pay for obtaining and maintaining a certification above the level required by the City as provided for in the relevant classification on the City Council approved class specification and approved, in writing, by the employee's Department Head:

- 1. ~~_____~~ Meter Reader/Repairer;
- 1. ~~_____~~
- 2. ~~_____~~ Street Maintenance Leadworker;
- 3. ~~_____~~ Tree Maintenance Worker;
- 4. ~~_____~~ Wastewater Maintenance Leadworker;
- 5. ~~_____~~ Wastewater Maintenance Worker II;
- 6. ~~_____~~ Water Maintenance Leadworker; and

Water Maintenance Worker II

7. ~~_____~~

- ~~Tree Maintenance Worker~~
- ~~Wastewater Maintenance Leadworker~~
- ~~Wastewater Maintenance Worker II~~
- ~~Water Maintenance Leadworker~~
- ~~Water Maintenance Worker II~~

Job Classifications Occupying Salary Grades 11-19:	<u>\$101.37/pay period</u>
	<u>\$ 219.64/month</u>
Job Classifications Occupying Salary Grades 20-29:	<u>\$129.77/pay period</u>
	<u>\$ 281.16/month</u>
Job Classifications Occupying Salary Grades 30-39:	<u>\$154.25/pay period</u>
	<u>\$ 334.21/month</u>

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

If, during the term of this ~~Agreement~~ MOU, the City ~~assigns~~ assigns a job classification ~~is assigned~~ a salary grade higher than 39, the flat dollar ~~monthly~~ per pay period amount of certification pay for the employee shall be equivalent to five percent (5%) of the base salary of E-Step E of the salary grade.

SECTION 1544. Longevity Pay

Commented [LCW76]: CEA requests that employees in all CEA represented classifications receive certification pay.

Commented [ACV77R76]: The City declines to provide certification pay to employees in all CEA classifications.

Commented [LCW78]: Substantive change: Clarified that the Department Head must approve the certification in writing.

Potential TA

Commented [LCW79]: Non-substantive change: Converted amounts on a per pay period basis.

Potential TA

Commented [LCW80]: CEA requests that all employees be able to receive longevity pay and that the City add a tier for employees with 20 years of experience.

Commented [ACV81R80]: The City declines to expand the eligibility requirements for longevity pay or to increase the longevity pay amounts.

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Effective October 1, 2005, ~~e~~The City shall provide longevity pay to full-time employees hired before May 10, 2017 shall be entitled to the following longevity pay based on their years' of full-time service with the City- as followsof El Segundo:

Job Classifications Occupying Salary Grades 11-19:

Completion of 5 years of service: —	\$20.28	43.93	/pay
period			
Completion of 10 years of service	\$40.55	87.86	/pay
period			
Completion of 15 years of service	\$69.82	131.78	/pay
period			

Commented [LCW82]: Substantive change: Longevity pay for full-time employees is based on full-time service.
Potential TA

Job Classifications Occupying Salary Grades 20-29:

Completion of 5 years of service	\$25.95	56.23	/pay
period			
Completion of 10 years of service	\$51.90	112.46	/pay
period			
Completion of 15 years of service	\$77.87	168.69	/pay
month			

Job Classifications Occupying Salary Grades 30-39:

Completion of 5 years of service	\$30.85	66.84	/pay
period			
Completion of 10 years of service	\$61.70	133.68	/pay
month			
Completion of 15 years of service	\$92.55	200.53	/pay
period			

Commented [LCW83]: Non-substantive change: Converted to per pay period amounts.
Potential TA

If, during the term of this Agreement-MOU, the City assigns a job classification ~~is assigned~~ a salary grade higher than 39, the flat dollar ~~monthly-per pay period~~ amount of longevity pay for the employee shall be equivalent to one percent (1%) of the base salary ~~E~~ of Step ~~E~~ of the salary grade for five (5) years' of service; two percent (2%) of the base salary ~~of E~~ Step ~~E~~ of the salary grade for ten (10) years' of service; and three percent (3%) of the base salary ~~E~~ of Step ~~E~~ of the salary grade for fifteen (15) years' of service.

Permanent part-time employees hired before May 10, 2017 will receive longevity pay based on their years' service with the City, whether in a full- or part-time capacity, and their regular biweekly schedule proportionate to a full-time schedule of 8040 hours every two ~~per~~ weeks.

Commented [LCW84]: Substantive change: Revised to provide longevity pay on a proportionate basis.
Potential TA

The City shall report ~~L~~Longevity ~~P~~pay ~~is reported as compensation~~ to PERS.

~~(Revised October 2011)~~

Permanent part-time employees receive longevity pay at 50% equivalent to the longevity pay amounts applicable to permanent full-time employees.

Employees hired on or after May 10, 2017 are not eligible for longevity pay.

SECTION 16525. License Pay

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A. The City shall provide license pay in the amount of ~~\$34.62 per pay period~~ to ~~E~~employees in the following job classifications ~~shall be entitled to a \$75 per month stipend~~ for obtaining and maintaining the Class A California Driver's License required on the City Council approved class specification:

4. ~~Equipment Mechanic II; and~~

1. ~~_____~~

2. ~~Fire Equipment~~Senior Equipment Mechanic

B. The City shall provide license pay in the amount of ~~\$23.08 per pay period~~ to ~~e~~employees in the following job classifications ~~shall be entitled to a \$50 per month stipend~~ for obtaining and maintaining the Class B California Driver's License required on the City Council approved class specification:

4. ~~Street Maintenance Leadworker;~~

1. ~~_____~~

2. ~~Street Maintenance Worker II;~~

2. ~~_____~~

3. ~~Tree Maintenance Worker;~~

3. ~~_____~~

4. ~~Wastewater Maintenance Leadworker;~~

5. ~~Wastewater Maintenance Worker II;~~

4. ~~_____~~

6. ~~Water Maintenance Leadworker; and~~

5. ~~_____~~

7. ~~Water Maintenance Worker II~~

C. The City shall provide license pay in the amount of ~~\$23.08 per pay period~~ to ~~E~~employees in the following job classifications ~~who voluntarily obtain and maintain a Class B California Driver's License;~~

1. ~~Park Maintenance Worker II;~~

2. ~~Facilities Systems Mechanic; and~~

3. ~~Equipment Mechanic I~~

~~These employees of Park Maintenance Worker II, Facilities Systems Mechanic, and Equipment Mechanic I who voluntarily obtain and maintain a Class B California Driver's License shall also be entitled to the \$50 per month stipend, and shall be subject to all Department of Transportation requirements applicable to the possession of such license.~~

Commented [LCW85]: Non-substantive change: Converted amounts on a per pay period basis.

To do: Substantive change: Revise to incorporate into base salary.

Commented [ACV86R85]: City: The City proposes to remove license pay from MOU and add to base salary for employees in these classifications.

Commented [LCW87R85]: City withdraws this proposal. (August 20, 2024.)

Commented [ACV88]: City: Revised to replace reference to Fire Equipment Mechanic with Senior Equipment Mechanic.

Commented [LCW89]: Non-substantive change: Converted amounts on a per pay period basis.

To do: Substantive change: Revise to incorporate into base salary.

Commented [ACV90R89]: City: The City proposes to remove license pay from MOU and add to base salary for employees in these classifications.

Commented [LCW91R89]: City withdraws this proposal. (August 20, 2024.)

Commented [LCW92]: Non-substantive change: Converted amounts on a per pay period basis.

Potential TA

SECTION 167. 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.

Commented [LCW93]: The City is willing to consider whether the Association's bilingual pay proposal is appropriate for employees represented by the Association. The City will respond after discussing further internally.

Commented [LCW94R93]: City will provide CEA bilingual pay at the rate provided here. (August 20, 2024)

Commented [ACV95]: Added bilingual pay rate.

WORK SCHEDULES

SECTION 18736. Assignment of Work Schedules

A4. Other than employees who work at the Library, who are as discussed in Article 2, Section 1798, below, employees shall work a 9/80 work schedule, unless they have agreed to an Alternative Work Schedule, as set forth at Article 2, Section 21.

Employees assigned to a 9/80 work schedule shall work eight (8) nine (9) hour days and one (1) eight (8) hour day every two weeks according to their assigned shift as described below.

B. A Department Head may assign employees in their Department to one (1) of two (2) schedules: (1) "A"; or (2) "B".

Employees assigned to the "A" and "B" schedules work a 9/80 schedule, with employees assigned to the "A" schedule working four (4) nine (9) hour shifts Monday through Thursday and one (1) eight (8) hour shift Friday and taking the next Friday off, and employees assigned to the "B" schedule working four (4) nine (9) hour shifts Monday through Thursday and one (1) eight (8) hour shift on the Friday that the employees assigned to the "A" schedule take off, and taking off the Friday that the employees assigned to the "A" schedule work.

Commented [LCW96]: Checked internal cross-reference.

Commented [LCW97]: Non-substantive change: Consistent with existing practice, employees other than non-Library employees will work a 9/80 schedule.

Commented [ACV98R97]: The City is willing to consider the Association's proposal for a 4/10 schedule as an Alternative Work Scheduled, subject to the requirements and limitations thereunder, as set forth in Section 21.

Commented [LCW99R97]: Discussed August 15, 2024. See Section 21, below.

Commented [ACV100]: Clarifying changes.

SECTION 1987. Assignment of Work Periods and Schedules for Library Employees

A. ~~1.~~ Work Periods

~~and Schedules~~

~~Work Period~~ ~~In accordance with the FLSA 7(b) exemption, the City shall assign for ESCEA Library employees in the following classifications who work at the Library shall be assigned to a 52-week work period:~~

1. ~~Senior Library Assistant;~~
2. ~~Library Assistant; and~~
- ~~Library Clerk I/II; and~~
3. ~~Library Clerk I~~

B. Guaranteed Hours

~~The City will guarantee employees in such classifications a minimum of 1,840 hours per year.~~

C. Maximum Permissible Hours

~~Employees working under this exemption may not work in excess of 2,240 hours in a 52-week period.~~

D. Overtime

~~The City will pay any such employee overtime in the event that the employee works more than twelve (12) hours per day, fifty-six (56) hours per week, or 2,080 hours per year.~~

E. Assignment of Work Schedules

~~The Department will assign employees in such classifications assigned to work evening and weekend hours based upon the unique staffing needs of the Library. Library employees will not work a traditional 4/10 schedule comprised of four days in a week for 10 hours in a day. Instead, to a rotating the work schedule for these employees will occur on a rotating basis according to the needs of the Department needs.~~

~~The City will guarantee employees in such classifications a minimum of 1,840 hours per year. Employees working under this exemption may not work in excess of 2,240 hours in a 52-week period.~~

~~The City will pay any such employee overtime in the event that the employee works more than twelve (12) hours per day, fifty-six (56) hours per week, or 2,080 hours per year, but the work hours for each employee will amount to two hundred and forty (240) hours worked every three (3) pay periods and will not exceed twelve (12) hours per day or fifty-six (56) hours per work week.~~

~~2. FLSA 7(b) exemption for Library Employees – Partial Exemption to overtime provisions under Section 7(b) of the Fair Labor and Standards Act (29 U.S.C. § 207(b)) applies to ESCEA employees working in the City Library who must work evening and weekend hours~~

Commented [LCW101]: Non-substantive change. Clarified current City practice.
Potential TA.

Commented [ACV102R101]: Added reopener on this subject.

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~~(including the classifications of Senior Library Assistant, Library Assistant, Library Clerk II, and Library Clerk I). In accordance with the 7(b) exemption, employees working in the Library will receive overtime for all hours worked in excess of 12 hours in a day, 56 hours in a work week.~~

~~Employees working under this exemption may not work in excess of 2,240 hours in a 52-week period.~~

3.

In the event the Library hours of operation are changed during the term of this Agreement, the parties agree to meet and confer for purposes of reviewing the work schedule and making the necessary modifications to ensure the operational needs of the Department are met.

Library Administration will not modify the current work schedule until at least 30 days has elapsed from the beginning of meetings with Library employees. Once the 30 day time period has elapsed or sooner if the parties reach an agreement regarding scheduling, the Library Administration may modify the work schedule by providing reasonable advance notice of any changes to employees' work schedules.

Commented [LCW103]: Non-substantive change: Moved to Article 8.
Potential TA

SECTION 20. Reduced Work Schedules

~~An employee may request to work a reduced work schedule, subject to the approval of the employee's Department Head and the City Manager. Effective the first pay period in October 2017, employees in this bargaining unit shall operate on a 9/80 work schedule. Employees shall typically be assigned a Monday through Friday 9/80 schedule. The City and ESCEA Association agree that employees may be assigned into an "A" and "B" team by their respective Department Heads, such that "A" and "B" teams work opposite Fridays and have opposite Fridays off. City shall provide employees with ninety (90) days' notice of a change in their assigned 9/80 schedule.~~

~~In no event shall the reduced work schedule week shall be for no less than thirty-six (36) hours per week and not less than nine (9) hours per day.~~

~~The following conditions apply: 2. Reduced Workweek Schedule-- Department Heads and the City Manager, in their discretion, may allow employees to work a reduced workweek schedule. The reduced workweek shall be no less than thirty-six (36) hours per week and not less than nine (9) hours per day. The following conditions apply:~~

- ~~1. a. Employees must submit their request in writing to the Department Head.;~~
- ~~2. The Department Head will evaluate the request. Requests will be evaluated in order to determine if the reduced work schedule would present any burden or hardship to the Department, its operations, and the services it provides; poses any service or operational impacts on the Department.~~

3. The Department Head will notify the employee whether the request is approved or denied.

4. ~~c.~~ If approved, the Department Head may ~~rerequests may be~~ evaluated the reduced work schedule arrangement at any time. At a minimum, the Department Head will ~~at any time but not reevaluate~~ the reduced work schedule arrangement ~~less than once annually during the budget cycle in order to determine whether to continue the if the arrangement can continue.~~

5. ~~d.~~ Upon written notice, the reduced work ~~week~~ schedule may be terminated by either party. ~~In the event that the arrangement is terminated, the party terminating the arrangement will provide notice of at least Advance notice in the form of one pay period will be required.~~ The employee shall then convert to a ~~94/1080~~ work schedule, consistent with the regular work schedule for hours of employees in that particular work the bargaining unit.

6. ~~e.~~ Employees working a reduced workweek shall suffer no loss in benefits, to the extent allowed, and will have their pay reduced to reflect the reduction in work hours.

7. ~~f.~~ Reduced work hours "start" and "end" times shall be set by the Department Head or City Manager according to the needs of the department.

Commented [ACV104]: City: Should the City agree to a 4/10 AWS, the City would propose that this language be maintained as the 4/10 would be an AWS.

SECTION 14. Library Work Schedule

~~1. In accordance with the FLSA 7(b) exemption for ESCEA Library employees assigned to work evening and weekend hours based upon the unique staffing needs of the Library, Library employees will not work a traditional 4/10 schedule comprised of four days in a week for 10 hours in a day. Instead, the work schedule for these employees will occur on a rotating basis according to department needs, but the work hours for each employee will amount to two hundred and forty (240) hours worked every three (3) pay periods and will not exceed twelve (12) hours per day or fifty six (56) hours per work week.~~

~~2. FLSA 7(b) exemption for Library Employees — Partial Exemption to overtime provisions under Section 7(b) of the Fair Labor and Standards Act (29 U.S.C. § 207(b)) applies to ESCEA employees working in the City Library who must work evening and weekend hours (including the classifications of Senior Library Assistant, Library Assistant, Library Clerk II, and Library Clerk I). In accordance with the 7(b) exemption, employees working in the Library will receive overtime for all hours worked in excess of 12 hours in a day, 56 hours in a work week. Employees working under this exemption may not work in excess of 2,240 hours in a 52 week period.~~

~~3. In the event the Library hours of operation are changed during the term of this Agreement, the parties agree to meet and confer for purposes of reviewing the work schedule and making the necessary modifications to ensure the operational needs of the Department are met. Library Administration will not modify the current work schedule until at least 30 days has elapsed from the beginning of meetings with Library employees. Once the 30 day time period has elapsed or sooner if the parties reach an agreement regarding scheduling, the Library Administration may modify the work schedule by providing reasonable advance notice of any changes to employees' work schedules.~~

Commented [LCW105]: Non-substantive change: Revised to clarify the procedure.
Potential TA

SECTION 42105. Alternative Work Schedules

~~The Department Head will determine the work schedule for employees and Bargaining assign Unit employees shall be assigned to such a work schedule as determined by the Department Head.~~

The City will provide employees in the bargaining unit a 4/10 work schedule as an Alternative Work Schedule, subject to the following conditions.

If ~~the an~~ employee requests a change in ~~to their~~ work schedule from their regular work schedule (i.e., a 9/80 work schedule) to an Alternative Work Schedule, the Department Head and employee may mutually agree to ~~such the a~~ change.

The Department Head or the employee may terminate the Alternative Work Schedule arrangement without approval by the other party.

In the event of the termination of the Alternative Work Schedule, the party terminating the Alternative Work Schedule shall provide the other party not less than two (2) weeks' notice of such termination. The employee, whether party terminating the Alternative Work Schedule or otherwise, shall revert back to their regular work schedule (i.e., a 9/80 work schedule) on the date set forth in the notice of the termination of the Alternative Work Schedule.

One (1) year following the adoption of this Agreement, the Parties shall, following a request by either Party, reopen this Section of the Agreement for the purposes of meeting and conferring on the term and conditions of employment related to the Alternative Work Schedule described in this Section. Either Party may request to reopen this Section by filing a written request with the other Party between June 1, 2025 and June 30, 2025. ~~If the change proves not to be operationally sound, the Department Head may reverse the change.~~

SECTION 224946. Break-Rest and Lunch Periods Policy

~~With the exception of certain "field classifications," as defined herein, employees shall be provided a fifteen (15) minute rest period near the mid-point of every four (4) hours of scheduled work. All affected employees performing in classifications traditionally described as "field classifications" include job classifications (generally including employees in with the Divisions of Parks, Streets, Water and Wastewater. Employees in such classifications) shall be provided one a (1) thirty (30) minute rest period near the mid-point of every four (4) hours of scheduled work. For such employees the rest period shall include the break to be taken near the mid-point of the first four hours of the employees regularly scheduled work shift. Included with this break is all-time required to secure the work site, to travel to and from any rest-break location, and to reconvene at the work locations at the conclusion of the rest period.~~

~~All remaining employees shall be provided a fifteen (15) minute rest-break near the midpoint of every four hours of scheduled work. In order to ensure that such affected employees are prepared to reconvene performance of their duties precisely at the conclusion of the rest-break, such employees are encouraged to take their break within the building where they are regularly assigned or on the grounds immediately adjacent to the work assignment. As regards lunch breaks, all affected employees are scheduled for shall be provided either a thirty (30) or sixty (60) minute lunch break depending upon the employee's work assignment.~~

Commented [ACV106]: CEA requests to remove authority of Department Head to set the schedule.

Commented [ACV107R106]: The City is willing to consider the following language if the City agrees to a 4/10 work schedule.

If an employee requests a change to their regular schedule (i.e., a 9/80 work schedule), as set forth in Article 2, Section 18, to an Alternative Work Schedule, such as a 4/10 work schedule, the Department Head and employee may mutually agree to such a change.

The Department Head or the employee may terminate the Alternative Work Schedule arrangement without approval by the other party.

In the event of the termination of the Alternative Work Schedule, the party terminating the Alternative Work Schedule shall provide not less than two (2) weeks' notice of such change back to the employee's regular schedule.

Commented [LCW108R106]: The City proposes a 4/10 work schedule as an Alternative Work Schedule.

If an employee requests a change to their regular schedule (i.e., a 9/80 work schedule), as set forth in Article 2, Section 18, to an Alternative Work Schedule, such as a 4/10 work schedule, the Department Head and employee may mutually agree to such a change.

The Department Head or the employee may terminate the Alternative Work Schedule arrangement without approval by the other party.

In the event of the termination of the Alternative Work Schedule, the party terminating the Alternative Work Schedule shall provide not less than two (2) weeks' notice of such change back to the employee's regular schedule.

Commented [ACV109]: CEA requests to remove authority of Department Head to set the schedule.

Commented [ACV110R109]: The City is willing to consider the following language if the City agrees to a 4/10 work schedule.

If an employee requests a change to their regular schedule (i.e., a 9/80 work schedule), as set forth in Article 2, Section 18, to an Alternative Work Schedule, such as a 4/10 work schedule, the Department Head and employee may mutually agree to such a change.

The Department Head or the employee may terminate the Alternative Work Schedule arrangement without approval by the other party.

In the event of the termination of the Alternative Work Schedule, the party terminating the Alternative Work Schedule shall provide not less than two (2) weeks' notice of such change back to the employee's regular schedule.

A Department Head may assign employees who are on a 4/10 schedule in their Department to one (1) of two (2) schedules: (1) "A"; or (2) "B".

Employees assigned to the "A" schedule work four (4) 10 hour shifts Monday through Thursday. Employees assigned to th(...

Commented [LCW111R109]: Discussed August 15, 2024. Reopener added.

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

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, such work shall be compensated in accordance with this MOU, City Rules and Regulations and other applicable statutory requirements. In such circumstances, the employee's supervisor may authorize the employee to end their work day early so that the hours actually worked does not exceed their regular daily work hours. In order for employees to end their work day early, they must be required to work during a rest or lunch period and receive authorization to leave early by their supervisor.

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

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

OVERTIME

SECTION 22317. Overtime Compensation

Compensatory Time

A. ~~With the exception of Library employees, 1. Overtime Calculation -- An employees in this bargaining unit shall be entitled to overtime pay at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of who is required to work more than forty (40) hours in a during any given seven (7) day work week, as defined in Subsection B., below.~~

B. ~~For FLSA purposes, the City establishes the following workweeks for non-Library employees in this bargaining unit as described in Article 2, Section 178: For employees who are assigned to a 9/80 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. For employees who are assigned to a 4/10 Alternative Work Schedule, the workweek shall begin on prior to the employee's first shift of the workweek, either Monday or Tuesday, and shall end one week from that time.~~

C. ~~For purposes of calculating overtime pay, the City will include holiday leave as time worked.~~

Commented [LCW112]: Non-substantive change: Revised to clarify.
Potential TA

Commented [LCW113]: Checked internal cross-reference.

Commented [ACV114]: City: Propose the following language if a 4/10 schedule is agreed to:
"For employees who are assigned to a 4/10 work schedule, the workweek shall begin prior to the commencement of the first shift in the workweek and end seven (7) days later."

D. The City will not consider the following non-working time as time worked for purposes of calculating overtime:

1. shall be compensated at the rate of one and one half times his/her regular rate of pay. The City, for purposes of calculating overtime pay, will include holiday leave as time worked. Sick leave;
2. ~~vacation leave,~~ and
- 4-3. ~~Compensatory leave will not be considered as time worked for purposes of determining eligibility for overtime pay.~~

SECTION 234. Overtime Authorization

Employees must receive supervisory approval prior to working overtime.

SECTION 245. Overtime Distribution

The City shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit. However, in the assignment of overtime, management may consider special skills necessary in order to perform the particular assignment.

To the extent practicable, the City shall assign overtime work to employees who volunteer for such work.

SECTION 256. Compensatory Time

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

A. ~~The An~~ employee can ~~may~~ accumulate ~~maintain up to no more than~~ eighty (80) hours of accrued compensatory ~~overtime 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 and shall not be denied unless the request would unduly disrupt the City's operational needs.

~~The employee can use up to forty (40) hours of compensatory time at any one time, at any one time, and carry over unused time from year to year.~~

~~B. The employee may use compensatory time in conjunction with normal vacation time with prior approval of their Department Head.~~

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

3D. ~~Cash-in of Compensatory Time~~ Employees may cash-out accrued CTO compensatory time, as it is accrued by notifying the payroll division of their intent to do so. CTO will be cashed out at the employee's current base rate of pay. Payroll will provide the employee the requested cash out as soon as practicable, once per calendar year, at the employee's current base salary hour rate of pay, and EPMC shall not apply, by notifying the payroll division of their intent to do so no later than November 20th. Payment to the employees will be made on or about the 10th of December.

SECTION 26. Recall Time

Commented [LCW115]: Non-substantive change: revised to clarify that library employees are subject to different overtime requirements

Potential TA

Commented [LCW116]: CEA requests that vacation leave and compensatory leave count towards working time for purpose of calculating overtime.

Commented [ACV117R116]: The City declines to consider time spent on vacation or compensatory time to be time worked for purposes of calculating overtime.

The City will continue to treat holiday leave as time worked for overtime calculation purposes.

Commented [LCW118R116]: The City will discuss with Council CEA's Proposal to include vacation and compensatory time off as time worked for overtime purposes.

Commented [LCW119]: Substantive change: Require supervisory approval prior to overtime work.

Potential TA

Commented [LCW120]: Non-substantive change: Revised to clarify overtime distribution.

Potential TA

Commented [LCW121]: CEA requests that the City allow CTO cash-outs twice annually.

Commented [LCW122R121]: Revised to allow employees to cash-out CTO as it is accrued, not only once annually.

Potential TA - More generous than requested.

Commented [ACV123]: CEA requests that the City increase the CTO maximum from 80 to 100 hours.

Commented [ACV124R123]: The City will inform the Council of the CEA proposal on this subject.

Commented [LCW125]: Substantive change. Revised in a more permissive manner to replace the prior language: "The employee may use compensatory time in conjunction with normal vacation time with prior approval of their Department Head."

Potential TA

Commented [LCW126]: Substantive change. Revised to remove limitation on use of CTO

Commented [LCW127]: Non-substantive change: Removed as unnecessary.

Commented [LCW128R127]: Potential TA

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

~~at 1.5 times their regular rate of pay. Prescheduled overtime does not constitute recall hours overtime.~~

~~5. Regular Rate of Pay – Regular Rate of Pay is defined in 29 CFR 778.108 et seq. The definition used in this Resolution 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 Resolution, 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 former 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 definitions inconsistent with statutes/case law.~~

~~**SECTION 27. Reimbursable Overtime for Inspection Events**~~
~~**6. Reimbursable Overtime Outside Regularly Scheduled Hours of Work**~~

~~is Not Subject to the Paid Leave Exclusion Above~~

A. Definitions

1. ~~a. For purposes of this Agreement, an “Inspection Event” is means defined as any inspection requested by a third-party consumer to be performed outside of the Fire Department or Planning and Building Community Development Department’s regularly scheduled hours.~~

~~-A single Inspection Event may include inspection of multiple more than one items per consumer. An Inspection Event with multiple inspection items at the same worksite for the same consumer for a single consumer addressed in a single Inspection Event will not constitute be subject to separate minimum overtime compensable eventstion.~~

2. ~~A “worksite/Worksite” means is defined as a location with the same address.~~

~~1. If more than one Inspection Event is performed for separate consumers on the same day, each Inspection Event is subject to the minimum overtime compensation requirement set forth in Section b below.~~

~~B. b. The City shall pay an employee who voluntarily performs an Inspection Event outside of the employee’s regularly scheduled work hours pay a minimum of two (2) hours for each Inspection Event at a rate of reimbursable overtime compensation a one and one-half (1 ½) the employee’s regular rate of pay or actual time worked per Inspection Event, whichever is greater, to an ESCEA unit employee who voluntarily performs reimbursable after hours inspection services outside of their regularly scheduled work hours pursuant subject to the following conditions:~~

Commented [LCW129]: Non-substantive change: Removed definition of “regular rate of pay” as unnecessary.

Potential TA

Commented [ACV130]: CEA requests that reimbursable overtime is reinstated and that the scope of “reimbursable overtime” be expanded to include not only inspection events.

Commented [LCW131R130]: The City will inform the Council of the CEA proposal on this subject.

Commented [ACV132R130]: Updated name of department.

1. ~~i.~~ The ~~ESCEA unit~~ employee must be employed in either: (1) ~~(a)~~ the Community Development Planning Department or (b) and Building Department; ~~or (2) in as~~ at the Fire Prevention Specialist classification;

Commented [ACV133]: Same change as above.

1. _____

2. ~~ii.~~ The ~~ESCEA unit~~ employee must receive prior written approval from their supervisor to perform ~~an~~ the Inspection Event. ~~Should a consumer request additional inspection item(s) while the ESCEA unit employee is at the work site of an approved Inspection Event, performance of the additional inspection item(s) shall be deemed approved by the supervisor as part of the Inspection Event;~~

2. _____

3. ~~iii.~~ The work performed by the ~~ESCEA unit~~ employee must be in connection with ~~employee's~~ their regular job duties;

3. _____

4. ~~iv.~~ The work performed by the ~~ESCEA unit~~ employee must occur outside of the ~~employee's~~ ir regularly scheduled work hours;

4. _____

5. ~~v.~~ The overtime wages paid by the City must be subject to ~~being~~ reimbursement ~~and~~ by ~~the~~ a ~~third~~ party consumer; and

5. _____

6. ~~vi.~~ The work performed by the ~~ESCEA unit~~ employee must be related to an inspection outside of the employee's regularly scheduled work hours ~~after hours inspections of premises~~;

The City shall compensate the employee at the rate of a one and one-half (1 ½) the employee's regular rate of pay, regardless of whether the employee worked 40 hours in the workweek during which the employee performed work on the Inspection Event.

Commented [LCW134]: Add new language.

C. ~~;~~ and

If more than one Inspection Event is performed for separate consumers on the same day, each such Inspection Event is compensable separately.

A-D. ~~vii.~~ The City retains the sole and exclusive right to assign any after-hours inspection to any qualified employee of the Planning, Building or Fire Department ~~or Planning and Building employee~~ (whether ~~he or she~~ they are ~~is~~ part of the bargaining ESCEA unit or not) or to a private third-party consultant at its discretion.

Commented [ACV135]: CEA requests that the City provide CEA members the first right of refusal before engaging a third party to perform such work.

Commented [LCW136R135]: The City will inform the Council of the CEA proposal on this subject.

SECTION 18. Overtime Distribution

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

SECTION 1928. Promotions

In all cases where an employee regulated by Chapters 1A3 and 1A4 is promoted to a classification in Chapters 1A3 or 1A4 for which a higher rate of compensation is provided, then such employee

so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent the base rate of compensation, excluding special assignment pay, received by said employee in such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his-~~their~~ 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 2029. Promotional Examinations

For the purpose of interpreting Section 1-6-9 (B) of the El Segundo Municipal Code, entitled "Examinations", the City agrees that a "sufficient number" shall be two (2) 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 only, or as both open and promotional.

~~SECTION 21. Computer Purchase Program~~

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

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

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

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

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

~~6. Effective March 20, 2019, the computer loan program will be eliminated.~~

Commented [LCW137]: Substantive change: Removed computer purchase program.
Commented [LCW138R137]: Potential TA

ARTICLE 3 – BENEFITS

SECTION 1. Health Insurance

1. Medical

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

~~A.B. 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 ("PPO").~~

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A. City Health Contribution: -The City will contribute both the minimum amount required under Government Code section 22892 and a supplemental amount under PEMCHA to cover certain costs associated with the premiums associated with the coverage for the employee and their eligible dependent(s)' medical costs.

B.

The City's maximum contributions shall be as follows:

Effective upon adoption of this agreement by the City Council, the City will contribute \$1,700 per member per month for employee health coverage;

1. Effective January 1, 2024, the City will contribute \$1,750 per member per month for employee health coverage;
2. Effective January 1, 2025, the City will contribute \$1,800 per member per month for employee health coverage; and
3. Effective January 1, 2026, the City will contribute \$1,850 per member per month for employee health coverage.

B. Effective May 1, 2019, the City's maximum contribution for medical and mental health insurance will be \$1500/month for full-time employees and \$750/month for part-time employees.

C. Effective January 1, 2022, the City's maximum contribution for medical and mental health insurance shall be \$1550/month for full-time employees and \$775/month for part-time employees.

D. Effective January 1, 2023, the City's maximum contribution for medical and mental health insurance is \$1600 per month for full-time employees and \$800 per month for part-time employees.

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.

Employees may opt out of insurance and receive \$250/month in cash. The opt out benefit is only available so long as the city's insurance rate is not adversely affected by the "opt-out". The employee must provide verification of alternative coverage in order to opt out and is responsible for the tax consequences of the cash payment. The cash benefit is not subject to PERS retirement credit. The parties agree that they shall re-open this provision to discuss elimination of this Opt Out option due to the decision.

Commented [LCW139]: CEA requested the city contributions to increase to \$1800 (6/1/23); \$1850 (6/1/24); \$1900 (6/1/25);

Commented [ACV140R139]: The City declines to provide the requested health care contributions. The contribution amounts proposed by the City are the same as for other groups with which the City has negotiated successor agreements in 2023.

Commented [LCW141R139]: Revised timing of first change in the City's contribution amount.

Commented [LCW142R139]: Revised to reflect remaining contribution increases following adoption date.

Commented [LCW143]: Substantive change: Removed cash-out.

Commented [LCW144R143]: CEA requests that the City provide cash-in-lieu of health insurance coverage to employees who opt out of coverage.

Commented [LCW145R143]: The City declines to provide the cash in lieu.

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

<u>Year of Retirement</u>	<u>Amount of Monthly Contribution</u>
1991	* \$16.00
1992	* 25% of City Contribution made for employee with coverage which is the same as that of the retiree.
1993	* 50%
1994	* 75%
1995	* 100%

~~*Should the contribution listed be less than \$75.00, the retiree shall receive \$75.00. Employees must have a minimum of five (5) years of service with the City in order to be eligible for paid retiree medical insurance.~~

SECTION 2.

D- 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 5. 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.~~

Commented [LCW146]: Checked internal cross-reference.

SECTION 3. Vision Insurance

~~The City provides fully paid vision insurance for employees and all eligible dependents, subject to the limitations as set forth in Article 3, Section 5. 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 [LCW147]: Checked internal cross-reference.

Commented [LCW148]: Substantive change: Increased City contribution for dental, vision and life insurance.
Potential TA

SECTION 4. Life Insurance

~~Employees are provided a \$50,000 basic term life insurance policy.~~

~~Employees may purchase additional coverage for themselves (\$100,000 maximum) and for family members at a group rate, subject to the applicable limitations.~~

Commented [LCW149]: Substantive change: Increased insurance amount.

SECTION 5. 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.~~

Commented [LCW150R149]: The City will increase its contribution to employee dental/vision/life insurance to \$184.25 per employee per month and increase the life insurance coverage to \$50,000.
Potential TA

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 6. 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 7. 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, Subsection B.

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 8. 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 as a retiree should such plans continue to remain available to current employees, 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.

Upon retirees death, the surviving spouse, registered domestic partner and/or eligible dependent(s) who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as surviving dependents should such plans continue to remain

Commented [LCW151]: Substantive change: Increased City contribution for dental, vision and life insurance.
Potential TA

Commented [LCW152]: Non-substantive change: Revised to clarify.
Potential TA

Commented [LCW153]: Checked internal cross-references

Commented [LCW154]: Checked internal cross-references

Commented [LCW155]: Substantive change: Revised to provide PEMHCA to retirees with five (5) years CalPERS Service to comply with non-PERS discrimination rules.
Potential TA

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available to current employees, and shall be responsible for full payment of the associated insurance premiums.

This provision is not intended to vest either retirees or current employees once retired with any right to remain enrolled in the City's dental and vision insurance plans. The City may decide to change dental or vision insurance plans without regard to the impact that such a decision would have on retirees' eligibility to enroll in such plans.

SECTION 9. Long-Term Disability ("LTD") Insurance

The City provides employees with a fully paid long-term 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 10. 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.

Employees eligible for Paid Family Leave benefits under the State Disability Insurance SDI program shall be required to take up to two (2) weeks of earned but unused vacation leave prior to the employee's initial receipt of these benefits.

Employees may use any available family illness leave in lieu of the vacation time.

F. Long-Term Disability Plan

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

G. Life Insurance

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

The City's aggregate contribution for current dental, vision and life insurance for the term of this agreement shall be set and fixed at \$135.00 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

Commented [LCW156]: Substantive change: Revised to provide access to dental and vision to retirees.

Potential TA

Commented [LCW157]: Substantive change: Clarified LTD benefits.

Commented [LCW158R157]: CEA issue with LTD Insurance.

Commented [LCW159]: CEA requests to expand to other paid leaves including sick leave and compensatory leave.

Commented [LCW160R159]: City: Declines this proposal. Unemp. Ins. Code, § 3303.1, subd. (c) only permits the employer to require the use of vacation leave.

Commented [LCW161]: Non-substantive change: Revised to clarify eligibility and obligations

Potential TA

~~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 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.~~

~~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 or who were hired thereafter but were 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 employee's single highest "compensation~~

Commented [LCW162]: Non-substantive change: Revised to clarify benefits.
Potential TA

earnable” for one (1) year; and

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.

All retirement plan benefits shall be integrated with Social Security.

SECTION 125. Workers’ Compensation Provisions

The City provides employees who sustain job-related injuries or illnesses that are compensable under California Workers’ Compensation Laws three-quarters (3/4) of their regular monthly salary for up to one (1) year less any Permanent employees who are members of the Public Employees’ Retirement System and who receive injuries that are compensable under the California Workers’ Compensation Laws (other than those to whom the provisions of Section 4850 of the Labor Code apply) shall be entitled to receive:

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

2. Thereafter, for a period of up to one year, or until earlier retirement on disability pension or a finding of permanent and stationary disability by a medical doctor, the difference between

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seventy-five percent of the employee's regular monthly salary and the amount of any temporary disability payments received under the California Workers' Compensation Laws.

Such payments 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.

Commented [LCW163]: Non-substantive change: Revised to clarify workers' compensation benefits provided by the City.
Potential TA

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 \$1,750 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 and Human Resources Director, 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 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.

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.

<u>Months Worked between Date the Course was Completed and the Final Day at Work</u>	<u>Percentage to be Refunded to the City (%)</u>
<u>1</u>	<u>100</u>
<u>2</u>	<u>100</u>
<u>3</u>	<u>90</u>
<u>4</u>	<u>80</u>
<u>5</u>	<u>70</u>
<u>6</u>	<u>60</u>
<u>7</u>	<u>50</u>
<u>8</u>	<u>40</u>
<u>9</u>	<u>30</u>
<u>10</u>	<u>20</u>
<u>11</u>	<u>10</u>

12	0
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New hires to the City are ineligible to participate in this program until they pass probation.

Commented [LCW164]: Non-substantive changes: Clarified program.
Potential TA

SECTION 14. Employee Assistance Program (“EAP”) /Mental Health

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.

The City’s contribution for medical insurance shall be used for medical premiums only; cost of EAP will not be deducted. City shall provide mental health benefit at a basic level and at City cost.

Employees shall be eligible to purchase, on a voluntary basis, the EAP Tier II, “Outpatient Tier Program” for themselves or eligible dependents.

Commented [LCW165]: Non-substantive changes: Clarified program benefits.
Potential TA

J. Flexible Spending Account

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

K. Paid Family Leave Benefits

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

SECTION 15. ~~L.~~ El Segundo City Employees Association Insurance

The El Segundo City Employees Association-sponsored optional insurance plans shall be made available via automatic payroll deduction. All associated insurance costs to be borne by unit employees.

SECTION 5. ~~Workers’ Compensation Provisions~~

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

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

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~~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.~~

SECTION 6. Education Reimbursement

~~1. Reimbursement Procedures - Permanent employees may participate in the City's Educational Reimbursement Program.~~

~~2. Repayment Upon Termination - Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:~~

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

<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%

~~3. Eligible employees may receive no more than one thousand seven hundred fifty dollars (\$1,750.00) per calendar year under this program.~~

ARTICLE 4 – LEAVES AND ABSENCES

SECTION 1. Vacation Accrual

Employees shall receive either:

ORIGINAL ACCRUAL SCHEDULE

- ~~1. Ninety-Six (96) hours per year with full salary for the first seven years of continuous service with the City.~~
- ~~2. One Hundred Thirty-Six (136) hours per year with full salary after seven years and until the completion of fourteen years of continuous service.~~
- ~~3. One Hundred Seventy Six (176) hours per year with full salary after fourteen years of continuous service.~~

Years of Service	Annual Accrual Rate	Accrual Per Pay-Period	Maximum Permissible Accrual
0-7	96 hours	3.69 hours	192 hours
8-14	136 hours	5.23 hours	272 hours
15+	176 hours	6.77 hours	352 hours

Full-time OR

ALTERNATIVE ACCRUAL SCHEDULE

~~Employees shall accrue vacation leave at the following rates depending on their years of service to the City or another public agency:~~

- ~~1. Ninety-Six (96) hours per year from commencement of the first year of service through and including completion of the fifth year of service.~~
- ~~2. One Hundred Twenty (120) hours per year upon commencement of the sixth year of service through and including completion of the tenth year of service.~~
- ~~3. One Hundred Forty-Four (144) hours per year upon commencement of the eleventh year of service through and including completion of the fifteenth year of service.~~
- ~~4. One Hundred Seventy-Six (176) hours per year upon commencement of the sixteenth year of service and for all years of service thereafter.~~

Commented [LCW166]: Substantive change: Revised to eliminate original accrual schedule
Potential TA

<u>Years of Service</u>	<u>Annual Accrual Rate</u>	<u>Accrual Per Pay Period</u>	<u>Maximum Permissible Accrual</u>
0-5	108 hours	4.15 hours	216 hours
6-10	132 hours	5.08 hours	264 hours
11-15	156 hours	6.00 hours	312 hours
16+	188 hours	7.23 hours	376 hours

Commented [LCW167]: New vacation accrual rates.

~~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.~~

Permanent part-time employees shall receive vacation accruals at based on their years' service with the City, whether in a full- or part-time capacity, and their regular bi-weekly schedule proportionate to a full-time schedule of 80 hours per every two -weeks.

Commented [LCW168]: Substantive change: Proportionate award of vacation accruals based on hours worked.

Potential TA

~~For this article, the term "day" shall be the equivalent of eight hours. Vacation time shall accrue on a monthly basis. Vacation leaves may be taken only after an employee has completed six month's continuous service (although still on probation). Permanent part-time employees receive vacation accruals at 50% of the established full-time schedule.~~

SECTION 2. Vacation Accrual Cap ~~Vacation Time Accumulation and Sale~~

~~Employees may accrue up to two (2) years of vacation leave at their current annual accrual rate.~~

Effective three months after the adoption of this Agreement by the City Council, the City will impose a hardcap on vacation accrual such that 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 hard cap.

Commented [LCW169]: Substantive change: Imposition of a hard cap on vacation accruals.

No exception for employees on temporary industrial disability leave.

Potential TA

SECTION 3. Vacation Use

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

~~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 dDepartment Head and approved by the City Manager, or designee.~~

Commented [LCW170]: Non-substantive change: Clarification on usage.

Potential TA

~~Earned vacations shall not be accumulated for a longer period than for two-years' service.~~

Commented [LCW171]: Substantive change: Removed reference to approval by the City Manager.

Potential TA

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

~~Permanent part-time employees receive vacation accruals at 50% of the established full-time schedule.~~

~~For the duration of this agreement only, an employee may sell back up to twenty five percent (25%) of his/her 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. Rate of pay for vacation leave payouts shall be at base salary hourly rate of pay and EPMC shall not apply.~~

SECTION 3. — Vacation Time Accrual — For Temporary Industrial Disability

~~Notwithstanding the provisions of Article 4, Section 2, employees on temporary industrial disability may accrue vacation time for longer than two years.~~

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. Cash Out Process in 2023~~4~~: In calendar year 202~~3~~4, 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, 202~~3~~4 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

Commented [LCW172]: CEA requested twice annual cash-outs of vacation accruals.

Commented [LCW173R172]: The City agrees to provide a twice annual vacation leave cash out as described here.

Potential TA

Commented [LCW174]: Checked internal cross-reference.

Commented [LCW175]: Checked internal cross-reference.

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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).

The City shall administer the cash out twice annually, starting in December 2023³⁴ and every December thereafter. The City shall make the cash outs in the first full pay period in July and December.

D.

Such cash outs shall be paid at the employee's base salary hourly rate of pay.

Commented [LCW176]: Updated dates referenced in this section to remove reference to 2023

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 Cash Out Upon Separation

Employees shall receive payment for one hundred percent (100%) of their accrued vacation leave upon separation or death.

Vacation leave cash outs shall be paid at the employee's base salary hourly rate.

Commented [LCW177]: Substantive change. Provision of cash-out at separation
Potential TA

SECTION 6. Sick Leave Accrual

Full-time employees accrue sick leave at a rate of eight (8) hours per month.

Permanent part-time employees accrue sick leave at a rate of four (4) hours per month.

Commented [LCW178]: Non-substantive change: Clarification of accrual amounts.
Potential TA

SECTION 7. Sick Leave Cap

Sick leave accrual is limited to six hundred (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. However, such employees shall not accrue more sick leave until such time as their sick leave balance is less than six hundred (600) hours.

Commented [LCW179]: Non-substantive change: Clarification re accrual after exceeding cap.
Potential TA

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.

Commented [LCW180]: Substantive change: Imposition of hard cap

Commented [ACV181]: Maintain sick leave request and certification language from MOU Section 2.09 5. and 6.

Commented [ACV182R181]: If the City agrees to a 4/10 schedule the City will, as a condition to such agreement decrease the number of days from five to four, after which the City may request a note from the employee's treating physician.

SECTION 8. Sick Leave Requests and Certification

Commented [LCW183R181]: Changes consistent with existing MOU language as well as the proposal above.

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- A. Requests for sick leave shall be provided in accordance with the law and not unreasonably denied.
- B. Any employee taking sick leave shall, upon their return to work, sign a statement certifying that the sick leave was for permissible purposes (e.g., their own injury or illness or the injury or illness of a family member as defined in Article 4, Section 10).
- C. For any employee taking sick leave shall, upon their return to work, sign a statement certifying the reasons for such sick leave. Employees who are assigned to a 9/80 schedule and who are absent five (5) or more consecutive working days, or four (4) consecutive working days for employees assigned to a 4/10 schedule, must submit a statement from a doctor that the employee was under his care and is able to return to work.
- D. 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.

SECTION 98. Sick Leave Cash-out

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 ~~cash out~~ cash-out sick leave by employees as follows:

1. The City shall not provide any employee, regardless of the date of their hire by the City, ~~cash out~~ cash-out of accrued sick leave in the event that the City terminates such employee for cause.
2. The City shall not provide any employee who has been employed by the City for less than five (5) years any ~~cash out~~ cash-out for sick leave.
3. For an employee who has been employed by the City for at least five (5) years and separates from City employment for a reason other termination for cause or service retirement or ~~disability retirement~~, the City shall provide the employee a ~~cash out~~ cash-out at an amount equal to one-half (1/2) the value of such sick leave (i.e., one-half (1/2) the employee's base salary hourly rate of pay for each hour of sick leave).
4. For an employee who has been employed by the City for at least five (5) years and who separates as a result of a service retirement or disability retirement, the City shall provide a ~~cash out~~ cash-out at an amount equal to the full the value of such sick leave (i.e., the employee's base salary hourly rate of pay for each hour

Commented [LCW184]: Substantive change. No cash out if EE is terminated for cause.

Commented [LCW185R184]: Part of package for increased vacation described above at Section 1.

Commented [LCW186]: Non-substantive change: Clarification on cash-outs.

Commented [LCW187R186]: Status quo

Potential TA

Commented [LCW188]: Substantive change: No 70% cash-out for unused accrued sick leave accumulated since the preceding December 1st

Commented [LCW189R188]: Part of package for increased vacation described above at Section 1.

4. of sick leave).

~~A. 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.~~

~~Permanent part-time employees shall accrue 48 hours of sick leave every year, or 1.85 hours of sick leave per pay period.~~

~~B. Sick Leave Payment Upon Separation – Affected employees having a minimum of 5 years of service with the City in a classification covered by this Agreement 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 payouts shall be at base salary hourly rate of pay and EPMC shall not apply.~~

~~C. Sick Leave – Payment of Accrual – On the first day of December of each year, employees who maintain a balance of 600 hours of sick leave accrual shall be paid for (100%) of sick leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10th. The rate of pay for sick leave payouts shall be at base salary hourly rate of pay and EPMC shall not apply.~~

~~D. 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 payouts shall be at base salary hourly rate of pay and EPMC shall not apply.~~

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

Commented [LCW190]: Non-substantive change: Clarification on cash-outs.

Commented [LCW191R190]: Status quo

Potential TA

Commented [LCW192]: CEA requests to maintain current MOU Language in Section 2.09.2

Commented [LCW193R192]: Note: The City declines this proposal as the existing MOU language is unclear. And could lead to confusion and conflict.

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

F. Requests for sick leave benefits will not unreasonably be denied. Employees agree not to abuse the use of sick leave.

SECTION 6. Family Emergency Care Sick Leave Utilization

The City shall comply with the Federal and State regulations of the Family and Medical Leave Act; California Family Rights Act; Healthy Workplaces, Healthy Family Act of 2014; and all other applicable family leave laws. Affected employees shall be entitled to utilize accumulated sick leave for providing immediate 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 and employee's spouse or registered domestic partner, siblings, grandchildren, or grandparents. Utilization of said sick leave shall be contingent upon the employee making application for sick leave use 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.

Commented [LCW194]: Non-substantive change: Removed section as redundant
Potential TA

SECTION 9.107. 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.

Commented [LCW195]: Substantive change: Revised to comply with current law.
Potential TA

SECTION 8. Physical Examinations

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

SECTION 1019. Holidays

The City recognizes the following holidays for City employees:

A. Holiday Schedule - The following Days shall be considered as 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. The Friday after Thanksgiving Day
10. December 24th
11. December 25th
12. December 31st

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

~~B. Holidays will be will be paid based on the employee's assigned daily work schedule, based on the employee's assigned daily work schedule.~~

~~For example, Employees-employees assigned to a 9/80 schedule will have holidays paid in nine (9) hour increments unless the holiday falls on their assigned eight-hour workday, in which case they will receive be paid eight (8) hours of holiday pay for the holiday.~~

~~Employees who are assigned to a 4/10 Alternative Work Schedule will receive 10 hours of pay for holidays.~~

Commented [LCW196]: Non-substantive change: Removed as unnecessary.
Potential TA.

Commented [LCW197]: City: Clarified that they are paid days off, unless the employee is required to work in which case the employee will be paid as provided under Article 4, Section 13, below

Commented [LCW198]: City: If the City agrees to a 4/10 schedule, the City proposes the following

"Employees assigned to a 4/10 schedule will receive 10 hours of pay for holidays.

Commented [LCW199R198]: Added new language.

~~C~~ Employees with an approved ~~reduced~~ ~~Reduced approved~~ work schedule ~~Schedule~~ pursuant to Article 2, Section ~~19203 or 14~~ of this MOU will have holidays paid consistent with their approved daily work ~~hours~~ schedule.

Commented [LCW200]: Checked internal cross reference.

SECTION 142. Holidays Falling on Saturdays and Sundays

In the event any of the above referenced holidays fall on a Saturday, the holiday shall be observed on the preceding Friday. In the event any of the above holidays fall on a Sunday, the holiday shall be observed the following Monday.

SECTION 123. Holidays Falling on an Employee Workday or Regularly Scheduled Day Off

If ~~the~~ a holiday is observed on an employee's otherwise regularly scheduled day off, the employee will receive a floating holiday consisting of the number of hours based on the employees assigned daily work schedule.

Commented [LCW201]: CEA requests that the language from the current and operative MOU at Section 2.14 #5 be maintained and holiday pay provided.

Commented [ACV202R201]: Potential TA

Commented [LCW203]: Non-substantive change; Revised to clarify.
Potential TA

For employees who are entitled to a floating holiday because a City holiday falls on the employee's regularly scheduled day off, the City will credit the floating holiday hours to the employee's leave bank at the beginning of the pay period which includes the holiday.

If an employee is required to work on a recognized holiday, the City shall compensate the employee at the rate of one and one-half (1 ½) the employee's regular rate of pay ~~they shall be entitled to time and one-half~~ for such work in addition to the straight time holiday pay described in Article 4, Section 11.

Commented [LCW204]: Checked internal cross reference.

SECTION 134. Personal Leave Day

A. Each employee shall receive one (1) day per calendar year as a Personal Leave.

Commented [LCW205]: The City will provide one (1) additional personal leave day until such time as the City recognizes either Cesar Chavez or Juneteenth as a City holiday.
Potential TA

For this purpose, employees who are assigned to a 9/80 schedule shall receive nine (9) hours. Employees who are assigned to a 4/10 Alternative Work Schedule shall receive 10 hours. Employees on other schedules will be compensated accordingly.

Commented [LCW206]: Added new language.

B. In the first full pay period following the adoption of this MOU by the City Council, the City shall provide employees an additional one (1) day of Personal Leave. The City shall provide employees a second (2nd) day of Personal Leave each year, as described below, unless and until such time as the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday. In the event that the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday, the City will rescind the provision of a second (2nd) day of Personal Leave for the following calendar year.

~~The City will credit employees with the Personal Leave every January. 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 132. Floating Holidays Floating Holidays**

~~Each employee who has completed six months of service shall be entitled to select one day (10 hours for 4/10 schedule employees; 9 hours for 9/80 scheduled employees), as a~~

~~Personal Leave Day/Floating Holiday with the approval of the employee's supervisor after a minimum of seven days prior notice.~~

~~The Personal Leave/Floating Holiday shall be credited to the employee's leave bank every January. Employees hired on or after July 1 will receive the Personal Leave/Floating Holiday and may use this time prior to completing six (6) months of service with supervisor approval or carry over the hours to the next calendar year to be used by March 31st of that year.~~

~~A. D. Floating Holidays~~

~~B. (1) In the event any of the above Holidays falls on a Sunday, the Holiday shall be observed on Monday. If the Holiday falls on a Friday or Saturday (or an employee's otherwise regularly scheduled day off), the employee will receive a floating holiday consisting of the number of hours based on the employees assigned daily work schedule.~~

~~C. (2) Floating Holiday hours shall be credited to the employee's leave bank at the beginning of the pay period which includes the holiday.~~

~~C. (3) Floating Holiday hours may not be carried over to the following calendar year. However, Floating Holiday hours earned during the months of November and December only, may be carried over to the next calendar year but must be used by October 31st of that year.~~

SECTION 145. Limited Carryover of Floating Holidays and Personal Leave

~~Floating Holiday and Personal Leave hours may not be carried over from one calendar year to the next, except that Floating Holiday hours credited to an employee in November or December may be carried over to the next calendar year, but must be used by October 31 of the following year.~~

~~This applies to the Floating Holiday provided under 4(b) above.~~

~~E. Holiday Pay – If an employee is required to work upon a City Holiday, he or she they shall be entitled to time and one half for such work in addition to the straight time holiday pay described in 2.16(3) above.~~

~~F. Personal Leave/Floating Holiday – In addition to the holidays enumerated in Article 2.16, each employee who has completed six months of service shall be entitled to collect one day (10 hours for 4/10 schedule employees; 9 hours for 9/80 scheduled employees), as a Personal Leave Day/Floating Holiday with the approval of the employee's supervisor after a minimum of seven days prior notice. The Personal Leave/Floating Holiday shall be credited to the employee's leave bank every January. Employees hired on or after July 1 will receive the Personal Leave/Floating Holiday and may use this time prior to completing six (6) months of service with supervisor approval or carry over the hours to the next calendar year to be used by March 31st of that year.~~

SECTION 15640. Bereavement Leave

~~Employees shall be entitled to three (3) days of bereavement leave with pay per incident which shall be increased to one work week per incident in those circumstances where travel to a funeral or other memorial proceeding is 500 or more miles one way as measured from the El Segundo City Hall. Additionally, the definition of the "immediate family" whose funeral or memorial proceeding qualifies for the use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee's spouse or significant other.~~

Commented [LCW207]: Non-substantive change: Replaced Floating Holiday with Personal Leave
Potential TA

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In the event of the death of an employee's "family member", as defined in Article 4, Section 7910, 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."

Commented [LCW208]: Checked internal cross-reference

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 [LCW209]: Substantive change: Revised to comply with changes in law.

Commented [LCW210R209]: Potential TA: The City proposal maintains the prior benefit and updates it to comply with changes to the law and expand the coverage to include grandchildren.

SECTION 1574. Personal Emergency Leave

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

SECTION 12. 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.

SECTION 1368. Catastrophic Leave Bank

Commented [LCW211]: Non-substantive change: Removed as unnecessary.
Potential TA

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. The City shall institute a catastrophic leave bank as follows:

Commented [LCW212]: Non-substantive change: Revised to reference policy not recite it.
Potential TA

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

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

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

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

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

~~D. Employees must hold a minimum of one hundred (100) hours of accumulated illness/injury leave after a donation has been made.~~

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

SECTION 1479. Jury Duty

A. Leave of Absence

~~The City will provide an Employee shall be entitled to who is required to report for jury duty or serve on a jury a leave of absence covering such service for jury duty subject to compliance with all of the following conditions.~~

BA. 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 14 days before the beginning of the jury duty.~~

CB. 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.~~

EC. Unpaid Leave

~~For any portion of jury duty that extends beyond the first 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.~~

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

E. 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.~~

~~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, during any portion of a day that the employee is relieved of jury duty for three or more consecutive hours.~~

Commented [LCW213]: Non-substantive change: Clarified leave rights and obligations.

Potential TA

Commented [LCW214]: CEA has a question concerning employees who live outside LA County.

Commented [LCW215R214]: City: The City declines to provide an exception for such employees who may elect to use paid leave accruals to take such time off work.

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F. The employee must provide documentation of their daily attendance on jury duty.

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

ARTICLE 5 – EMPLOYER – EMPLOYEE RELATIONS

EMPLOYEE ORGANIZATION REPRESENTATIVES/ACTIVITIES

SECTION 1. Representational Rights

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

SECTION 24. Designation of Union Representatives and Release Time Steward's Time

The Association may designate up to five (5) bargaining unit members to serve as union representatives in personnel matters.

Upon timely request and for suitable reasons, the ~~City Manager~~ Human Resources Director, or their designee, may authorize release of ~~a the designated union Association President or his/her authorized representative~~ from normal duties to attend to or assist in personnel matters involving Association members, unless such individual is needed in order to perform urgent or emergent work for the City and for which union representation is allowable by law. In the event that the individual 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 Association up to one-hundred and fifty (150) hours of paid release time per year 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 3. Designation of Regular Bargaining Team Members, Subject Matter Experts, Non-City Representatives and Release Time

The Association may designate up to five (5) 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.

Commented [LCW216]: Non-substantive change: Moved from Article 1.
Potential TA

Commented [LCW217]: CEA requests five (5) bargaining unit members to serve in this capacity.

Commented [LCW218R217]: City: Propose to increase the number to five (5) for CEA.
Potential TA

Commented [LCW219]: Substantive change: Changed City Manager to HR Director.
Potential TA

Commented [LCW220]: Substantive change: Provision of 150 hours of Association leave.
Potential TA

Commented [LCW221]: Substantive change: Requirement to report usage of Association leave.
Potential TA

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~~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 five (5) bargaining team members that the Association may designate.~~

~~Upon timely request and for suitable reasons, the Human Resources Director, or their designee, will authorize release of regular bargaining team members and subject matter experts 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.~~

~~The Association President or his/her authorized representative shall inform their immediate supervisor, with as much advance notice as possible, of approval to engage in such matters during work hours to ensure minimal operational impact.~~

~~**SECTION 2. Association Administrative Time**~~

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

~~**SECTION 3. Joint Labor Management Team**~~

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

SECTION 34. No-Strike

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

The Association also agrees that their members employed by the City of El Segundo will not refuse to cross a picket line in the performance of their normal and customary duties nor attempt

Commented [LCW222]: Substantive change: New section re bargaining team members.
Potential TA

Commented [LCW223]: Substantive change: Removed Association Administrative Time..

Commented [LCW224R223]: Potential TA

Commented [LCW225]: Substantive change: Removed JLM team.
Potential TA

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.

MANAGEMENT RIGHTS

SECTION 54. Management Rights

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

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

~~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.

Commented [LCW226]: Non-substantive change: Clarified management rights.
Potential TA.

LAYOFFS

SECTION 5. 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 their 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.

Commented [LCW227]: Non-substantive change: Grounds for layoffs. Moved to its own section.
Potential TA.

SECTION 6. Notice to Employees

The City shall notify the Association thirty (30) days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact.

An employee filling a full-time position shall be given fourteen (14) Calendar day's 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.

Commented [LCW228]: Non-substantive change: Notice to Employees. Moved to its own section.
Potential TA.

SECTION 7. Layoff Procedure

A. Permanent Employees

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

Seniority shall be determined by hire date. Seniority shall mean the total amount of full-time employment in any classification in the City of El Segundo.

Commented [LCW229]: Non-substantive change: Procedure. Moved to its own section.
Potential TA.

~~B. Other 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.

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

~~3. At-Will Employees~~

~~—The City Manager retains the right to layoff or alter the work assignments of the following employees at any time without notice or right of appeal:~~

~~1. emergency-Emergency employees;~~

~~2. Temporary or seasonal employees;~~

~~3. part-time employees;~~

~~4. original New employees in their initial probationary period employees;~~

~~5. promotional probationary employees; and~~

~~6. employees-Employees designated as at-will.~~

~~In the event of a layoff, the promotional probationary employee shall revert to his/hortheir previously held classification and position without loss of seniority.~~

SECTION 8. Tie Breaks

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

~~5. Breaking Ties — Provided that the seniority of two (2) employees are 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" 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~~

Commented [LCW230]: Non-substantive change: Clarification regarding probationary EEs
Potential TA

Commented [LCW231]: Substantive change: Revised to reflect ratings used in EE evaluations
Potential TA

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"Unsatisfactory" Rating	-	0 points
"Improvement needed Below Standard" Rating	-	6 points
"Satisfactory Standard" Rating	-	12 points
"Exceeds expectations Above Standard" Rating	-	18 points
"Outstanding" Rating	-	24 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 9. Reduction to a Vacant Position 6-

~~Reduction to a Vacant Position~~ – An employee designated for layoff as a result of ~~abolition-the elimination~~ 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-most~~ seniority offered the position first, then the next highest, etc.

If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply.

~~An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her/their previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.~~ **SECTION 10. Displacement Rights**

~~7. 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, ~~if the employee was previously employed in such classification and the employee who was in which the employee has prior service, provided the~~ laid off has greater seniority than the employee in the lower classification.

Full-time ~~members-employees who are represented by the Association of the unit~~ who are laid off will be permitted to ~~displace (i.e., bump)bump~~ non-benefited temporary and ~~benefited and non-benefited~~ part-time ~~employees under the following circumstances: if-(a) the temporary or part-time~~ classification is in the unit; and (b) the City determines that the laid off employee is qualified for the temporary or part-time position. In such cases, the full-time employee who has been laid off will assume temporary or part-time status.

Commented [LCW232]: Non-substantive change. Moved to its own section.
Potential TA

Commented [LCW233]: CEA requested that the City clarify that full-time employees can also displace benefited and non-benefited part-time employees.
Commented [LCW234R233]: City. Propose to revise as requested.
Potential TA

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

Commented [LCW235]: Non-substantive change. Moved to its own section.
Potential TA

SECTION 11. Salary Placement

~~8. Salary Placement~~—An employee who is appointed to a vacant position or assigned to a who displaces (i.e., bumps) an employee in a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification which most closely corresponds to, is closest to the compensation of the employee in the previous classification, but in no case is higher than, the salary step of their previously held position.

~~and~~ The employee accepting such appointment shall receive ~~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 Article 5, Section 12.

Commented [LCW236]: Checked internal cross reference.
Commented [LCW237]: Non-substantive change. Moved to its own section.
Potential TA

SECTION 12.

Re-employment List

—The names of permanent employees who have been laid off under this Section (including employees who have bumped down) shall be placed, in order of seniority from highest-most to least-west, 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 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.

Commented [LCW238]: Non-substantive change. Moved to its own section.
Potential TA

SECTION 13. Rights on Re-Employment

—If a person is reemployed by the City within three (3) years, the employee's seniority, accumulated sick leave allowance and accrued vacation ~~accrual rates~~ shall be reinstated, 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 that most closely corresponds to, but in no case is higher than, the salary step of their previously held position.

Commented [LCW239]: Non-substantive change. Clarification.
Potential TA

GRIEVANCE PROCEDURE

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

~~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 layoff.~~

~~**SECTION 7. Disciplinary Action - Authority to Take**~~

~~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.~~

~~**SECTION 148. Definition of Terms**~~
Grievance Procedure

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

~~**1. DEFINITION OF TERMS**~~

A. Grievance - A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of this MOU. A grievance is distinct from an appeal of discipline which is covered by the Personnel Rules and Regulations (Rule 15 and 16). Employees may obtain a copy of the City's Personnel Rules and Regulations from the Department of Human Resources or at the following website: <https://www.elsegundo.org/government/departments/human-resources/personnel-rules-and-regulations-269338>

Commented [LCW240]: CEA requested that the City provide the location of the document.

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

~~C. Steps within the Grievance Procedures will be completed within (10) ten working days.~~

Commented [LCW241]: Non-substantive change: Moved reference to completion of steps to Time Limits section, below.

~~C. Day~~ - A day is a working day.

Potential TA

~~E. Immediate Supervisor~~ - The first level supervisor of the grievant.

SECTION 15. Matters Excluded from the Grievance Procedure

The grievance procedure is not intended to address the following types of issues:

1. Resolve complaints, requests or changes in wages, hours or working conditions.
2. Challenge the content of employee evaluations or performance reviews. However, an employee may challenge the content of an evaluation by filing an appeal to their Department Head. In the event that an employee is directly supervised by a Department Head, the employee may challenge the content of the evaluation by filing an appeal to another department head, who has been agreed upon by the employee and their supervisor (Department Head). In either event, the Department Head's determination shall be final, and thus no further appeals will be permitted.

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.

Commented [LCW242]: Non-substantive changes. Moved to new section and reformatted.

Potential TA.

SECTION 16. Time Limits

2. TIME LIMITS

A. Compliance and Flexibility

-Steps within the Grievance Procedures will be completed within (10) ten working days. 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 17. Procedure PROCEDURE

Grievances will be processed following the procedures set forth below.

A. Level I

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

Commented [LCW243]: CEA requested that in the event that the supervisor does not respond, the grievance shall advance to the next level.

B. Level II

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

Commented [LCW244R243]: City: Will consider this proposal

Procedure for Filing a Grievance:

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

- 2. ~~a.~~ The specific section of the Memorandum of Understanding, departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.
- 3. ~~b.~~ The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.
- 3e. The date or dates on which the violation, misinterpretation or misapplication occurred.
- 4e. What documents, witnesses or other evidence supports the grievant's position.
- 5e. The remedy requested.

C. Level III -

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

D. Level IV

~~If the grievance is not resolved by the department head, the grievant may present the grievance in writing to the City Manager within ten (10) days. The grievance shall be resolved pursuant to binding arbitration, as set forth in Article 5, Section 19, Subsection C. 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 [ACV245]: City restored the grievance procedure ending in final and binding arbitration as is provided in the current and operative MOU

Commented [LCW246]: Non-substantive changes: Formatting. Potential TA

~~4. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE~~

- ~~A. The grievance procedure is not intended to be used for the purpose of resolving complaints, requests or changes in wages, hours or working conditions.~~
- ~~B. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews. An employee may however, challenge the content of an evaluation by filing an appeal to his/her/their department head. In the event that an employee is directly supervised by a department head, the employee may challenge the content of the evaluation by filing an appeal to another department head, who has been agreed upon by the employee and his/her/their supervisor (department head). In either event, the department head's determination shall be final, and thus no further appeals will be permitted.~~
- ~~C. The procedure is not intended to be used to challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or denial of a step or merit increase.~~
- ~~D. The procedure is not intended to be used in cases of reduction in pay, demotion, suspensions or a termination which are subject to the formal appeal process outlined in Ordinance 586 and the Personnel Rules and Regulations.~~

~~**SECTION 18. 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.

~~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.~~

SECTION 19. Binding Arbitration Agreement

A. Civil Claims:

Both the City and employees covered by this Memorandum of Understanding agree that the claims described in this Binding Arbitration Agreement, Section 9 (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 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.

~~4.~~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, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, 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 Agreement 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.

~~12.~~ Notwithstanding the provisions of this Section, employees covered by this 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, California Department of Fair Employment and Housing, and any similar state agency. Unless otherwise required by

Commented [LCW247]: Non-substantive change: Moved to Article 6
Potential TA

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.

~~2.~~ ~~3.~~—To the fullest extent permitted by law, employees covered by this Memorandum of Understanding agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Binding Arbitration Agreement 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.

~~3.~~4. The City shall bear the costs of any arbitration conducted pursuant to this Agreement, 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.

~~4.~~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 Memorandum of Understanding are entitled to disciplinary appeal procedures under the City's Personnel Merit System Administrative Code. Under Administrative 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 Agreement, shall be for a court of law and not an arbitrator to decide.
4. Under this Agreement, Article 5, Section 19, Subsection -(BB), 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 business days before the scheduled arbitration, the parties shall exchange the following information: -(i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

Commented [LCW248]: Checked internal cross reference.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under this Binding Arbitration Agreement of this 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. 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 Agreement, Article 5, Section 19, Subsection -(C), 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 Memorandum of Understanding and the Arbitrator has no authority to add to, subtract from, or modify the 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 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 business days before the scheduled arbitration, the parties shall exchange the following information: -(i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

Commented [LCW249]: Checked internal cross reference.

D. This Binding Arbitration Agreement, Article 5, Section 19, is entered into under the California Arbitration Act and the Meyers-Milias-Brown Act, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.

Commented [LCW250]: Checked internal cross reference.

ARTICLE 6 – OTHER PROVISIONS

Commented [LCW251]: Non-substantive change. Removed reference to generally applicable policies.

Potential TA

SECTION 1. Part-Time Employees

Unless otherwise provided in this Agreement or required by law, benefited part-time employees represented by this bargaining unit shall be entitled to a proportionate amount of benefits and leaves as are provided to full-time employees based on the hours worked by the part-time employee.

Commented [LCW252]: City: New section providing for benefits and leaves for part-time employees.

SECTION 1. Drug-Free Workplace Statement and Substance Abuse Policy

The parties have met and conferred in good faith regarding the adoption of a Drug-Free Workplace Statement and Substance Abuse Policy, dated July 1, 2008, and the same shall be implemented concurrent with the adoption of this MOU.

SECTION 2. Smoking Policy

The parties have met and conferred in good faith regarding the adoption of a nonsmoking policy dated October 5, 1994, and the same shall be implemented concurrent with the adoption of this MOU.

SECTION 3. Drug-Free Workplace Statement and Substance Abuse Policy

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

SECTION 4. Department of Transportation Drug Testing Guidelines

The parties have agreed upon Department of Transportation Drug Testing Guidelines shall apply to employees subject to such testing requirements.

SECTION 5. Catastrophic Leave Bank Policy

The parties have agreed upon a Catastrophic Leave Bank Policy.

SECTION 3. Street Maintenance Worker Duties

The City may utilize employees working in the Street Maintenance Worker I/II job classification for the purpose of providing concrete maintenance and installation services.

The following limitations shall apply:

1. Employees shall not be required to perform such duties for a period exceeding ten (10) hours during each two-week pay period; and
2. Employees shall not be expected to pour more than one (1) yard of concrete each week.

Commented [LCW253]: Non-substantive change: Moved from Article 2.

Potential TA

SECTION 4. Personnel File ~~6. WRITTEN MATERIAL~~

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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.

Commented [LCW254]: Non-substantive change. Moved from grievance procedure section.

Potential TA

SECTION 6. Occupational Illness and Injury Policy

~~The parties have agreed upon an occupational injury and illness policy dated June 23, 2004.~~

SECTION 5. New Employees

The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of their employment.

A. Employee Information

Within 30 days of the date of hire or promotion or by the first pay period of month following hire or promotion, the City shall provide to designated Association board members the following information regarding newly hired or promoted employees: (1) their name; (2) hire date; (3) job title; (4) department; (5) work location(s); (6) work telephone number; (7) home telephone number; (8) personal cellular phone number; (9) personal email address; (10) home address.

The City shall provide a list of such information for all employees in the bargaining unit at least once every 120 days.

Commented [LCW255]: CEA requests that this information be provided monthly.

The City shall provide this information regardless of whether the newly hired or promoted employee was previously employed by the City.

Commented [LCW256R255]: City: Propose to respond that the City will provide this information consistent with state law (i.e., every 120 days.) (Gov. Code § 3558.(a))

B. Requests to Refrain from the Disclosure of Employee Information

An employee may request that the City refrain from disclosing the employee's home telephone number, personal cellular telephone number and home address.

C. Orientation

Within 30 days of an employee's start date with the City or in the bargaining unit or as soon as practicable thereafter, the City will conduct a new employee orientation, either in person or virtually, for newly hired, promoted or demoted employees.

The City shall provide the Association written notice of new employee orientations at least 10 business days prior to the orientation, unless there is an urgent need critical to City's operations that was not reasonably foreseeable that created the need for shorter notice.

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In the event that the City provides an in-person new employee orientation within 30 days of the start date of the new employee(s), Association representatives shall be permitted to make a presentation of up to 30 minutes, and present written materials written materials to new employees who attend.

In the event that the City does not provide an in-person new employee orientation within 30 days of the start date of the employee(s), the City shall work with the Union to schedule a time for the Association to make an in-person on-site presentation to the new employees. The City shall provide the Association an appropriate on-site meeting space within seven (7) days of receiving a request from the Association for such meeting space for this purpose.

At such on-site meetings, Association representatives shall be permitted to make a presentation of up to 30 minutes, and present written materials written materials to new employees who attend.

During the scheduled on-site meeting, the City will relieve the new employee(s) of their job duties, unless doing so would adversely affect the City's operations. In the event that the City determines that an employee cannot be released because their release would adversely affect City operations, the City will inform the employee of the next scheduled Union presentation or meeting with new employees, so that the employee shall have the opportunity to attend that presentation or meeting.

For employees who are not on duty during the scheduled on-site meeting, the City will compensate the employee as if they were on duty if they attend the meeting.

New employees shall have the opportunity to attend the Union presentation or meeting, whether provided as part of the City's new employee orientation or otherwise. The City will not require that new employees attend the Association presentation or meeting, if they elect not to attend.

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

Commented [LCW257]: Substantive change: Revised to provide language that complies with the law and conforms to language in other MOUs.

Potential TA.

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 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. Complete Agreement

This MOU contains all of the covenants, stipulations and provisions agreed upon by the City and the Association (hereinafter referred to as the "Parties") relating to employee wages, hours and other terms and conditions of employment.

Therefore, for the life of this agreement, neither party shall be compelled to meet and confer with the other concerning any mandatory subject of bargaining that is covered by this Agreement. Except as set forth above, nothing herein shall be construed as a waiver of the Parties' rights to negotiate matters within the scope of bargaining.

SECTION 9. Association Membership

The City agrees to:

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

SECTION 9. Organizational Security

All unit employees who voluntarily became members of the Association and those unit employees who voluntarily become members of the Association during the term of this agreement shall remain members until the expiration of the agreement. Notwithstanding the above, employees may terminate their Association membership within forty-five (45) calendar days prior to the agreement expiration date. The Association shall indemnify, defend and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with this Article. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with this Article, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

SECTION 10. Savings Clause

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 11. Implementation of Agreement

Commented [LCW258]: Substantive change: Revised to provide language that complies with the law and conforms to language in other MOUs.
Potential TA

Commented [LCW259]: Non-substantive change: Moved from Article I.
Potential TA

Commented [LCW260]: Substantive change: Revised as in conflict with Janus

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

SECTION 129. Re-Opener

The parties agree that during the term of this Agreement, they shall re-open negotiations to discuss the following subjects:

1. Any amendments to the Personnel Merit System, Personnel Rules and Regulations or modification of Municipal Code that are within the scope of representation
2. Changes to employee work schedules as a result of changes to modification of the municipal code that covers the personnel merit system and performance evaluation process. Any changes are subject to mutual agreement. the hours of operation at the Library.
3. Changes necessary to comply with any Federal, State or local law concerning non-discrimination.
4. As provided in Section 21 and pursuant to a request for reopener as described in that Section, changes to the Alternative Work Schedule.
5. The assignment of work periods and schedules for Library employees as provided in Article 2, Section 19

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Commented [LCW261]: Non-substantive changes: Reopener provisions added from elsewhere in MOU. Potential TA

Commented [LCW262]: CEA requested to remove reference to this reopener item.

Commented [LCW263R262]: City: Propose to remove such reference as the change would necessitate bargaining in any event.

Commented [LCW264R262]: City withdraws this proposal.

Commented [LCW265]: CEA requested to remove reference to this reopener item.

Commented [LCW266R265]: City: Propose to remove such reference as the change would necessitate bargaining in any event.

Commented [LCW267R265]: City withdraws this proposal.

Commented [LCW268]: Added reference to reopener.

Commented [ACV269]: Added reopener for Library employees as referenced schedule is obsolete.

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APPENDIX A -

BARGAINING UNIT CLASSIFICATIONS

CITY MANAGER

~~Community Cable Program~~ Media Specialist

Computer Graphics Designer

Senior Network Assistant

CLERICAL AND SECRETARIAL

Senior Administrative Specialist

Administrative Specialist

Administrative Technical Specialist (Public Works)

Office Specialist II

Office Specialist I

Records Technician

BUILDING SAFETY

Senior Building Inspector

Building Inspector II

Building Inspector I

License/Permit Specialist II

License/Permit Specialist I

Office Specialist II

Code Compliance Inspector (Full- and Part-Time)

ENGINEERING

Civil Engineering Assistant

Engineering Technician

Public Works Inspector

EQUIPMENT AND BUILDING MAINTENANCE CLASSIFICATIONS

Custodian

Equipment Mechanic II

Equipment Mechanic I

Equipment Service Worker

Facilities Systems Mechanic

~~Senior Fire~~-Equipment Mechanic

PLANNING CLASSIFICATIONS

Assistant Planner

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Planning Technician
Office Specialist II

STREET MAINTENANCE CLASSIFICATIONS

Street Maintenance Leadworker
Street Maintenance Worker II
Street Maintenance Worker I

WATER/WASTEWATER CLASSIFICATIONS

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

FINANCE CLASSIFICATIONS

Accounting Technician
Accounts Specialist II
Accounts Specialist I
Revenue Inspector
License/Permit Specialist II
License/Permit Specialist I
Office Specialist II
Office Specialist I

FIRE CLASSIFICATIONS

Fire Prevention Specialist

LIBRARY SERVICES CLASSIFICATIONS

Senior Library Assistant
Library Assistant
Library Clerk II
Library Clerk I

RECREATION AND PARKS CLASSIFICATIONS

Recreation Coordinator
Maintenance Craftsworker
Tree Maintenance Worker
Park Maintenance Worker II

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Park Maintenance Worker I
Pool Maintenance Technician
Senior Park Maintenance Worker

POLICE CLASSIFICATIONS

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For the City Employees' Association:

For the City:

Commented [LCW270]: Updated list of officeholders

Nick Patrick Graham Petrevski
President

Darrell George Greg Carpenter
City Manager

Ren Griffin Travis Morris
Vice President

Rebecca Rebyk Joe Lillie
Director of ~~Finance~~/Human Resources

Brenna Callero Linnis Gomez
Secretary/Treasurer

Alexander Volberding David Serrano
Liebert Cassidy Whitmore
Human Resources Manager
Chief Negotiator

Lisa Bruto
Treasurer

Jaime Gilbert Rivera Amezcua
Sergeant-of-Arms

Date

Bob Adams Wendell Phillips
~~ESCEA~~ Chief Negotiator, AFSCME

Date

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
003 EL SEGUNDO CITY 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 City 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 **\$1,750.00** 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 **October 1, 2024**.

Adopted at a regular meeting of the El Segundo City Council at El Segundo, CA, this 3rd day of September, 2024.

Signed: _____
Drew Boyles, Mayor

Attest: _____
Tracy Weaver, City Clerk



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Staff Presentations

Item Number: D.14

TITLE:

Second Amendment to the City Manager's Employment Agreement, a Resolution Adjusting Associated Salary Range, and Accompanying Budget Appropriation

RECOMMENDATION:

1. Approve a second amendment to the City Manager's employment agreement to provide a four percent (4%) base salary increase (\$280,800 to \$292,032) and extend the term through June 30, 2026.
2. Adopt a resolution to correspondingly adjust the annual salary range for the City Manager job classification.
3. Appropriate \$14,351 to the FY 2024-25 budget to associated expenditure accounts.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The total fiscal impact of the proposed amendment is \$14,351.21 for FY 2024-25. Funds were not included in the adopted FY 2024-25 budget and require additional appropriation from the General Fund Reserves. The budget breakdown is as follows:

Expense:

Amount Budgeted: \$0

Additional Appropriation: \$14,351

Account Number(s): 001-400-2101-4101 (Salaries Full Time) \$11,232, 001-400-2101-4201 (Retirement CalPERS) \$1,144.54, 001-400-2101-4202 (FICA) \$859.25, 001-400-2101-4203 (Workers' Comp) \$78.62, 001-400-2101-4211 (401(a) Employer's Contribution) \$1,036.80

BACKGROUND:

Second Amendment to the City Manager’s Employment Agreement

September 3, 2024

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The City of El Segundo entered into an employment agreement on July 1, 2022 with Darrell George to serve as the City Manager (the “Agreement”). This Agreement established certain conditions of employment, provided compensation and benefits, and set working conditions, as approved by the El Segundo City Council on June 21, 2022. The First Amendment to the Agreement was approved on August 15, 2023.

DISCUSSION:

On July 2 and August 20, 2024, the City Council conducted its annual performance evaluation of the City Manager, and on August 20, 2024, the Council discussed the terms and conditions of the Agreement, including his base salary. The City Council may provide salary adjustments for the City Manager, pursuant to Agreement Sections 4 and 6.

In accordance with such deliberations, the proposed second amendment to the Agreement ("Second Amendment") provides for a retroactive salary increase of four-percent (4%) beginning the pay period that includes July 1, 2024, adjusting the City Manager’s base salary from \$280,800 to \$292,032. The Second Amendment would also extend the Agreement’s term through June 30, 2026, and adjust the life insurance benefits from \$500,000 to \$350,000.

CalPERS requires that a resolution be approved by the City Council to establish or modify a salary. Included with this staff report is a resolution to modify the salary for the City Manager position, which is represented as salary range (\$280,800 to \$308,880). The City Manager’s proposed salary falls within the range.

Pursuant to Government Code § 53262(a), this Agreement amendment was proposed in an open session of the City Council. In accordance with Government Code § 5362(b), the Agreement and the proposed amendment are available to the public upon request.

If approved by the City Council, Human Resources and Finance staff will work together to implement adjustments in the Second Amendment to the Agreement.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Promote and Celebrate a Quality Workforce Through Teamwork and Organizational Excellence

Strategy A: Enhance staff recruitment, retention, and training to ensure delivery of unparalleled City services and implementation of City Council policies.

PREPARED BY:

Rebecca Redyk, Human Resources Director

Second Amendment to the City Manager's Employment Agreement

September 3, 2024

Page 3 of 3

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Second Amendment - City Manager Employment Agreement - Darrell George
2. First Amendment City Manager Employment Agreement
3. City Manager Employment Agreement
4. Resolution Modifying the Annual Salary for the City Manager

**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT
BETWEEN CITY OF EL SEGUNDO
AND DARRELL GEORGE
(CITY MANAGER)**

THIS SECOND AMENDMENT (“Amendment”) to that certain city manager employment agreement (the “Agreement”), dated as of July 1, 2022, by and between the City of El Segundo, a general law city and municipal corporation existing under the laws of California (“City”), and Darrell George, an individual (“City Manager”), is entered into this 3rd day of September, 2024. City and City Manager (the “Parties”) agree as follows:

1. The Parties seek to amend the Agreement as set forth below.
2. Pursuant to Agreement Section 14(E), Agreement Section 2 (Term and At-Will City Manager Status) is amended to extend the term of the Agreement for one year, from June 30, 2025 through June 30, 2026.
3. Pursuant to Agreement Section 14(E), Agreement Section 4 (Salary) is amended to increase the “Base Salary,” as such term is defined therein, from \$280,800 to \$292,032, and such increase will be retroactively effective to July 1, 2024 and include the pay period beginning on such date.
4. Pursuant to Agreement Section 14(E), Agreement Exhibit A, as referenced in Agreement Section 8 (Benefits) is amended to decrease the “Life Insurance,” as such term is defined therein, from \$500,000 to \$350,000.
5. This Amendment may be executed in any number of counterparts, and all such counterparts so executed constitute one Amendment binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.
6. Except as modified by this Amendment, all other terms and conditions of the Agreement will remain the same.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

CITY OF EL SEGUNDO,

CITY MANAGER,

Drew Boyles
Mayor

Darrell George

ATTEST:

Tracy Weaver
City Clerk

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

By: _____
Joaquin Vazquez
Assistant City Attorney

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT
BETWEEN CITY OF EL SEGUNDO
AND DARRELL GEORGE
(CITY MANAGER)**

THIS FIRST AMENDMENT ("Amendment") to that certain city manager employment agreement (the "Agreement"), dated as of July 1, 2022, by and between the City of El Segundo, a general law city and municipal corporation existing under the laws of California ("CITY"), and Darrell George, an individual ("CITY MANAGER"), is entered into this 15th day of August, 2023. CITY and CITY MANAGER (the "Parties") agree as follows:

1. The Parties seek to amend the Agreement as set forth below.
2. Agreement Section 4 is amended to increase the "Base Salary," as such term is defined therein, from \$270,000 to \$280,800, and such increase will be retroactively effective to January 1, 2023 and include the pay period beginning on such date.
3. This Amendment may be executed in any number of counterparts, and all such counterparts so executed constitute one Amendment binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.
4. Except as modified by this Amendment, all other terms and conditions of the Agreement will remain the same.

[SIGNATURES ON NEXT PAGE]

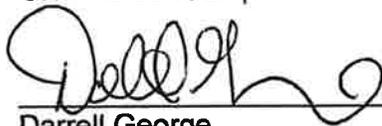
IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

CITY OF EL SEGUNDO,

 For

Drew Boyles
Mayor *By Protem*

CITY MANAGER,



Darrell George

ATTEST:

 For

Tracy Weaver
City Clerk

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

By: 

Joaquin Vazquez
Assistant City Attorney

**EMPLOYMENT AGREEMENT BETWEEN
CITY OF EL SEGUNDO
AND
CITY MANAGER**

This Employment Agreement (“Agreement”) is entered into on this 1st day of July 2022 (“effective Date”) between City of El Segundo (“City”) and Darrell George (“City Manager”).

RECITALS

- A. City desires to employ services of Darrell George to serve as its City Manager.
- B. City desires to establish certain conditions and of employment, provide certain compensation and benefits, and set working conditions for such employment, as authorized by El Segundo City Council.
- C. Darrell George desires to accept such employment on terms, as set forth herein.

AGREEMENT

The parties agree as follows:

Section 1. Duties – Exclusive Employment

City agrees to employ Darrell George as city manager to serve as the City’s chief executive officer and to perform the duties and functions specified in: A) California state law; B) El Segundo Municipal Code (including having the authority to interview, hire, and dismiss employees, and to direct City work force in accordance with applicable state laws, the El Segundo Municipal Code and applicable personnel rules and bargaining unit agreements); C) Applicable City ordinances, resolutions, rules, and policies; D) Current City job specifications; and, E) Other legally permissible duties and functions as City Council may direct from time to time.

City Manager agrees that he will, at all times, be employed exclusively by City to perform all duties and obligations required either expressly or implicitly by this Agreement and may not be employed in any other capacity while employed by City without prior written consent of City Council. City Manager shall focus his professional time, ability, and attention to City business during time in which this Agreement is in force.

City Manager shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether provided compensation or otherwise, without prior consent of City Council. Notwithstanding the foregoing, the expenditure of reasonable amounts of time not in conflict with City’s needs and interests

for educational, charitable, community, and/or professional activities shall not be deemed a breach of this Agreement and shall not require prior consent.

Section 2. Term and At-Will City Manager Status

The term of this Agreement shall be for a period of two (2) years, from July 1, 2022 to June 30, 2024, and may be extended for a period of up to one year through June 30, 2025. Unless either the City Manager or City Council provide written notice at least sixty (60) days prior to June 30, 2024, stating that the agreement won't be extended through June 30, 2025, the Agreement shall be extended through June 30, 2025, subject to all of the conditions set forth in this Agreement. Any other amendment to this Agreement must be made in writing and signed and approved by the City Manager and the City Council. In the event the Agreement is not renewed but the City Manager continues to be employed by the City, all terms of the Agreement shall remain in effect until terminated as provided under this Agreement except City Manager shall not be entitled to any Severance Payment pursuant to Section 3.F. of this Agreement.

City Manager serves as an "at will" employee (as defined in California Labor Code Section 2922) as while this agreement has a potential term of three years there is no specified or guaranteed term of employment for the City Manager pursuant to this Agreement, serving at the pleasure of City Council, and nothing in this Agreement shall require cause for removal, or prevent, limit, or otherwise interfere with the right of City Council to terminate the services of City Manager at any time, subject only to the provisions set forth in Section 3 of this Agreement. In addition, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City Manager to resign at any time from his position with City, subject only to the provisions set forth in Section 3 of this Agreement.

Section 3. Termination of Agreement

This Agreement shall become effective on the Effective Date and may thereafter be terminated in any of the following ways:

- A. By mutual written agreement of the parties.
- B. The City may terminate this Agreement for Cause or without Cause. For purposes of this Agreement, "Cause" shall mean: (1) City Manager's commission of an act of fraud, embezzlement or misappropriation or a crime of moral turpitude; (2) City Manager's continuing or willful misconduct or failure, refusal or neglect to perform his job functions, adhere to the lawful direction of the City consistent with his position, or adhere to the lawful policies and practices of the City, or (3) City Manager engaging in acts involving an "Abuse of office or position" as defined in Government Code Section 53243.4.
- C. Termination by City Manager. City Manager may terminate this Agreement for any reason upon thirty (30) days' notice.

- D. Death/Disability of City Manager. This Agreement shall terminate automatically upon City Manager's death. The City may terminate This Agreement upon City Manager's Disability. For purposes of this Agreement, "Disability" means that City Manager has become "disabled" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended. If the City Manager becomes disabled within the meaning of Government Code Section 20027, then the City will place the City Manager on an unpaid leave of absence and apply for a disability retirement.
- E. In the event City terminates the Agreement without cause, City shall pay City Manager an amount equal to the lessor of the base salary for the unexpired term of this Agreement or fifty percent (six months) of the City Manager's then Base Salary ("Severance Payment"), less applicable taxes and withholdings, and the City shall pay for City Manager's City health, dental vision and other group insurance benefits for the same period of time after the date of termination, to the extent permitted by the then applicable insurance plans and benefit programs; if city manager within thirty (30) days after receipt of the Settlement Agreement and Release ("Release" - form attached as Exhibit B) executes such and returns it to the City and it becomes effective. City shall make the Severance Payment, at the option of City Manager, in any of the following manners: (1) A lump sum within ten (10) days of the Release becoming effective; (2) A lump sum on January 1 of the following year; (3) On the same schedule as the City's normal payroll cycle once the Release have become effective, but not as an employee of the City; or, (4) Any combination of previous three options, as directed by City Manager.
- F. In the event that City, and any time during the period in which this Agreement is in force, reduces the salary and/or other benefits of City Manager in a greater percentage than applicable to an across-the-board reduction for executive management employees of the City, City Manager may, at his option, deem the salary reduction a termination without cause, entitling City Manager to the Severance Payment and Insurance Payment (if applicable) as set forth in section 3(F) above.

Section 4: Salary

City agrees to pay City Manager for his services rendered an initial base annual salary of \$270,000.00 ("Base Salary"), effective July 1, 2022, payable in the normal payroll installments at the same time as other executive management employees of City are paid. City Council shall review City Manager's salary annually as part of his performance evaluation, as set forth in Section 6, and may provide adjustments as it determines appropriate. City Council may take into consideration annual cost of living and/or merit salary adjustments provided to other executive management employees.

Section 5: Annual Performance Bonus

City Manager shall be eligible to receive an “Annual Performance Bonus” of up to 15% of the City Manager’s Base Salary per year based on City Council’s annual performance review. Such bonus, if provided, may be received by the City Manager as regular pay, converted to deferred compensation (401a Plan, 457 Plan, HSA, or other allowed City plan to the extent allowed by law), and/or some other mechanism mutually agreed to by City Council and City Manager.

Section 6: Performance Evaluation

City Council shall conduct a performance review of City Manager within thirty (30) days of his employment to establish the City Manager’s performance goals and objectives. City Council will conduct its first initial performance review of City Manager after the completion of his first six months. City Council shall provide input with respect to City Manager’s initial performance and alignment with City Council goals and objectives. An adjustment to compensation at this time will be at City Council’s discretion.

Commencing with the completion of the City Manager’s first full year with the City, City Council shall annually review and evaluate his performance and compensation in closed session. If possible, this annual review should take place in July of each year to allow for timely evaluation and payment of the annual salary adjustment and/or one-time performance bonus, if City Council determines in its discretion that City Manager is eligible for either. Said review and evaluation shall be in accordance with specific performance measures and rating criteria mutually agreed to by City Council and City Manager.

Section 7: Hours of Work & Designation of “Acting City Manager”

It is recognized that City Manager must devote the time necessary even outside City’s normal operating hours, and to that end, City Manager may take leave as he deems appropriate. During any such leave, City Manager may designate an “Acting City Manager” to oversee operation of the City in his absence, in compliance with El Segundo Municipal Code.

Section 8: Benefits

Benefits provided to City Manager are addressed in Exhibit A.

Section 9: Professional Development & General Business Expenses

A. City agrees to budget and pay for professional dues, fees, subscriptions, and related expenditures on behalf of City Manager which are necessary for continuation and full participation in international, national, state, regional, and local associations and organizations necessary and desirable for City Manager’s continued professional growth and development, and for the good of the City.

B. Subject to approval of a budget by the City Council, City agrees to pay for travel and City's normal per diem or expenses of City Manager for professional and official travel, meetings, and occasions necessary to continue the professional development of City Manager and to adequately pursue official and other functions of the City, including but not limited to the International City/County Management Association (ICMA), National League of Cities, League of California Cities, and other such international national, state, regional, and local governmental and professional groups and committees which City and/or City Manager serves as a member.

C. Subject to approval of a budget by the City Council, City agrees to pay for the travel and City's normal per diem or expenses of City Manager for multi-day courses, institutes, training, and seminars that are necessary for professional development and for the good of the City, as determined by City Manager. City Manager shall not be entitled to receive reimbursement for mileage so long as the City Manager receives a car allowance pursuant to this Agreement.

D. Subject to approval of a budget the City Council, City agrees to pay for one-time and recurring costs of office furniture, equipment, supplies, etc. as City Manager deems necessary to carry out his duties for the City. The City must provide City Manager with the necessary office space, furniture, equipment and supplies necessary and customarily provided to perform the duties of a City Manger

Section 10: Other Terms and Conditions of Employment

City Manager shall be initially entitled to receive all employee benefits provided to executive management employees not specifically addressed herein. Thereafter, with the exception of medical, dental and vision care, all benefits will be adjusted only if agreed upon in an amendment to this Agreement.

Section 11: Notices

Any notice required by this Agreement shall be in writing and delivered either personally, via overnight courier, or U.S. First Class Mail. The notice address for the City is: El Segundo City Council, c/o City Attorney, 350 Main Street, El Segundo, CA 90245. The notice address for the City Manager is the address supplied by City Manager and on file with the City. The notice address for the City Manager is: 1753 E. Ocean Blvd. #9, Long Beach, CA 90802. Either part may specify an alternate address in accordance with this notice section. Notice shall be effective upon receipt.

Section 12. Mediation/Arbitration

Any and all disputes of whatever kind or nature arising out of or related to this Agreement or City Manger's employment or separation from the City shall be resolved through mediation and then binding arbitration, if necessary, utilizing Judicial Arbitration and Mediation Services ("JAMS") and shall be conducted in JAMS Century City or downtown Los Angeles offices or such other location mutually agreed upon by the

parties. JAMS mediation and arbitration procedures and rules shall be utilized for purposes of conducting the mediation and arbitration. JAMS shall randomly provide the parties with a list of three mediators or arbitrators, depending on which process is being utilized, and each party shall have the right to reject one of the mediators or arbitrators. In the event that more than one mediator or arbitrator is left after the parties have each had the opportunity to reject one of the mediators or arbitrators, JAMS shall randomly select the mediator or arbitrator to mediate or arbitrate the dispute(s). The City will pay the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration, recognizing that each side bears its own deposition, witness, expert and attorney's fees and expenses to the same extent as if the matter were being heard in court. If, however, any party prevails on a statutory claim, which affords the prevailing party attorney's fees and costs, then arbitrator may award reasonable fees and costs to the prevailing party. Any dispute as to who is the prevailing party and/or the reasonableness of any fee or cost shall be resolved by the arbitrator.

Section 13. ASSEMBLY BILL 1344 COMPLIANCE.

To the extent CITY provides: (i) paid leave to EMPLOYEE pending an investigation; (ii) funds for the legal criminal defense of the EMPLOYEE; and/or (iii) a cash settlement to EMPLOYEE related to the termination of the EMPLOYEE, pursuant to this AGREEMENT and Government Code Section 53243 et seq., EMPLOYEE shall fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) in the event that the EMPLOYEE is convicted of a crime involving the abuse of his office or position.

Section 14: General Provisions

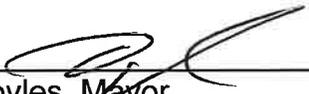
- A. All of City Manager's writings, reports, and other documentation generated as part of his day-to-day duties during his employment with the City are the property of the City.
- B. This Agreement is for professional services that are personal to the City, and the Agreement is not assignable by City Manager.
- C. The provisions of this Agreement shall be construed as a whole according to its common meaning or purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.
- D. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.
- E. The text herein shall constitute the entire Agreement between the parties and supersedes any other agreements, either oral or in writing, between the parties hereto with respect to rendering these services, compensation matters, or

benefits. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

- F. This Agreement shall inure to the benefit of the heir at law and executor(s) of City Manager.
- G. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.
- H. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by a Court, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- I. Each part of this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.
- J. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties, and this Agreement reflects their mutual agreement with respect to the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement. Therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.
- K. Both parties have had sufficient time and opportunity to consult with legal counsel of their own choosing regarding the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

City of El Segundo



Drew Boyles, Mayor.

6/30/22
Date

Darrell George



Darrell George, City Manager

7-5-22
Date

Attest:

By: 

Tracy Weaver, City Clerk

7.6.2022
Date

Approved as to form:

By: 

Mark Hensley, City Attorney

6/30/22
Date

EXHIBIT A

CITY OF EL SEGUNDO CITY MANAGER BENEFITS

Benefits shall be provided as follows:

1. Medical, Dental, and Vision Insurance:

City Manager shall be eligible to participate in the health, dental, and vision insurance plans provided to City employees, including the current health plans provided through CalPERS on the same terms and conditions as employees of the executive management group.

2. Retirement:

If City Manager's employment is concurrently terminated at the same as retiring from CalPERS, he shall be immediately entitled to City-paid post-retirement medical insurance benefits on the same terms and conditions as the executive management group.

3. Deferred Compensation:

Effective July 1, 2022, each pay period City agrees to pay an amount equal to ten (10) percent of City Manager's monthly Base Salary into applicable City Internal Revenue Code Section 401a and/or Section 457 deferred compensation plan(s). City Manager is also eligible to participate in City's 401a Plan, 457 Plan, Health Savings Plan, Retiree Health Savings Plan, and/or related plans.

4. Life Insurance:

City shall provide City Manager with a term life insurance policy in the amount of \$500,000, with a separate travel life insurance provision (as per the City's regular policy provisions). City Manager shall be eligible to participate in City's Supplemental Life Insurance Program at his own expense.

5. Long-Term Disability:

City shall provide long-term disability income insurance pursuant to the provisions of the City's Executive LTD Plan.

6. Vacation Leave:

City Manager shall be entitled to a starting balance of eighty (80) hours of Vacation Leave on the effective date of this Agreement. Annual hours shall accrue at the same rate used for executive management City employees based on City Manager's total

lifetime years of PERS service, which is currently 200 hours per year. City Manager shall receive same annual cash conversion option as executive management employees. If the Agreement is extended through June 30, 2025, then another forty (40) hours of Vacation Leave will be added to City Manager's vacation leave accrual.

City and City Manager shall mutually agree to all vacation periods and such time should be scheduled at least thirty (30) days in advance of the vacation date, unless otherwise allowed by City Council. Upon termination or separation of employment from City, City Manager shall have the option to be paid for unused Vacation Leave hours, to convert the hours to deferred compensation to the extent permitted by law (401a Plan, 457 Plan, HSA, or other allowed plan), and/or to use for other allowed uses for executive management employees.

7. Sick Leave:

City Manager shall be entitled to a starting advance of forty (40) hours of Sick Leave on the effective date of this Agreement which shall be advanced from his first five months of employment with the City. Annual hours shall accrue at the same rate used for executive management employees, which is currently 8 hours per month. Upon termination or separation of employment from City, City Manager shall on the same terms and conditions as executive management employees (except his years of service shall be based upon his lifetime years of PERS service) have the option to be paid for unused Sick Leave hours, to convert the hours to deferred compensation (401a Plan, 457 Plan, HSA, or other allowed plan), and/or to other allowed uses for executive management employees.

8. Executive Leave:

City Manager shall be entitled to 80 hours of Executive Leave per year. Leave cannot be cashed in or otherwise be transferred or converted for value.

9. Holidays & Other Leave:

City Manager shall receive the same paid holidays, bereavement leave, etc. as executive management employees.

10. Automobile Allowance:

City Manager's duties require that he shall have the unrestricted use, at all times during his employment with City, of an automobile. In lieu of using a City provided automobile, City Manager shall receive a City-provided monthly automobile allowance of \$500.00 starting on the effective date of this Agreement. Annual inflation adjustments to this amount shall be provided as per the then current United States Internal Revenue Service (IRS) Standard Mileage Rate for Business Use and will take place at the beginning on July 1st of each year. City Manager shall at all times keep on file with the City Clerk's Office proof of current automobile insurance with a minimum of three hundred thousand dollars (\$300,000.00) of liability coverage.

11. Section 125 Flex Plan:

City Manager shall be eligible to enroll in City's Section 125 Plan for payment of employee-paid insurance, medical treatment, etc. with pre-tax dollars to the extent permitted by law. City shall pay any administrative fee(s).

12. Employee Assistance Program:

City shall pay for the full cost of Employee Assistance Program for City Manager and dependents.

EXHIBIT B

SEPARATION AND RELEASE AGREEMENT

1. PARTIES

This Separation, Severance and General Release Agreement (“AGREEMENT”) is made and executed as of _____, by and between Darrell George (“EMPLOYEE”) and the CITY OF EL SEGUNDO (“CITY”).

2. RECITALS

2.1 EMPLOYEE commenced employment with the CITY as city manager on or about July 1, 2022, pursuant to that EMPLOYMENT AGREEMENT effective as of the same date.

2.2 This AGREEMENT is made to amicably resolve all matters between EMPLOYEE and the CITY regarding EMPLOYEE’s employment and the cessation of said employment.

2.3 The parties understand and agree that a material purpose of this AGREEMENT is to resolve any disputes and CLAIMS arising from or relating to EMPLOYEE’s employment with CITY, if any, and provide for a separation payment for EMPLOYEE.

3. CONSIDERATION

3.1 In exchange for EMPLOYEE’s execution, faithful performance and compliance with this AGREEMENT, including without limitation the granting of the releases set forth herein, and in full satisfaction and settlement of EMPLOYEE’s CLAIMS, if any, the CITY shall pay EMPLOYEE the sum of \$ _____ [amount equivalent to six month base pay or amount of time left on contract, whichever is less plus medical/dental/vision for the same period of time as specified in the EMPLOYMENT AGREEMENT] (“SEVERANCE PAYMENT”) in the form of a check made payable to _____, to be in accordance with the schedule the EMPLOYEE chooses from the options set forth in the EMPLOYMENT AGREEMENT. Required tax withholdings and deductions will be made from the SEVERANCE PAYMENT.

3.2 Respecting the SEVERANCE PAYMENT referenced in paragraphs 3.1 above, EMPLOYEE understands and agrees that EMPLOYEE’s portion of any federal, state or local taxes, if any, that may be owed or payable on the sums caused to be paid hereunder by the CITY are the sole and exclusive responsibility of EMPLOYEE.

3.3 EMPLOYEE and the CITY shall otherwise each bear their own attorney fees and costs incurred in connection with any disputes and this AGREEMENT.

3.4 Except as set forth in this Paragraph 3, the parties agree that no other monies or benefits are due, owing or unpaid by reason of EMPLOYEE's employment or association with CITY and that no other monies or benefits will be paid or maintained by CITY to/for EMPLOYEE, in EMPLOYEE's name, or on EMPLOYEE's behalf. EMPLOYEE expressly agrees that the SEVERANCE PAYMENT described in Paragraph 3 supersede and are in substitution for any payments or benefits under any employment agreement(s), business agreement(s) or arrangement(s), oral or written promises, or severance policy or plan respecting or regarding his employment or association with CITY.

4. Specific Acknowledgement of Waiver of Claims under ADEA and OWBPA

The Age Discrimination in Employment Act of 1967 (29 U.S.C. § 626, *et. seq.*; "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA," Pub. L. 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, unless the waiver is knowing and voluntary. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney **before** executing this AGREEMENT;

(f) EMPLOYEE has discussed, or had the opportunity to discuss, this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to the CITY pursuant to this paragraph and must state, "I hereby revoke my acceptance of our 'Separation and Release Agreement'"; and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution of the AGREEMENT (the "EFFECTIVE DATE").

5. RELEASE

In exchange for the SEVERANCE PAYMENT, representations and covenants made herein, and except only as to such rights or claims as may be created by this AGREEMENT, EMPLOYEE hereby, and for his heirs, representatives, successors, and assigns, releases, acquits, and forever discharges the CITY, and all of its agents, officers, current and former elected and appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them, and each of them, from any and all claims (including without limitation all claims for workers compensation benefits, if any), charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred (including without limitation any circumstance(s) giving rise to liability for workers compensation benefits) or was in effect at any time from the beginning of time up to and including the EFFECTIVE DATE of this AGREEMENT ("CLAIMS"), without regard to whether such CLAIMS arise under the federal, state or local constitutions, statutes, rules, ordinances or regulations, workers compensation statutes or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims related to the DISPUTES, his employment with the CITY and its cessation, any claims for wages, overtime or benefits (including without limitation workers compensation benefits), any alleged breach of any duty, any alleged employment discrimination, harassment, retaliation or unlawful discriminatory act, any alleged breach of any express or implied employment contract, breach of any duty arising out of contract, statute, regulation, ordinance or tort, constructive discharge,

wrongful termination or constructive discharge in violation of public policy, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting or respecting wrongful termination, breach of employment contract, or employment discrimination, employee injury, death, workers compensation, wrongful hiring, harassment or retaliation based upon sex, race, age, color, religion, handicap or disability, national origin or any other protected category or characteristic, including but not limited to the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, regulation, ordinance or decisional law.

Additionally, the CITY hereby agrees not to initiate, or proceed with any actions, causes of action, claims, etc., that could be or that have been asserted against EMPLOYEE arising out of EMPLOYEE's employment with the CITY, in any forum, whatsoever. To the extent that any such actions, causes of action, claims, etc., are, or become pending in any forum whatsoever, the CITY agrees to execute all documents necessary for the withdrawal of such actions, causes of action, claims, with prejudice, forthwith.

6. UNKNOWN CLAIMS

6.1 EMPLOYEE on the one hand, and the CITY, on the other hand, each hereby waive and release any rights which the other and its successors, heirs, executives, administrators, may have directly or indirectly, if any, jointly or severally, directly or indirectly, under the provisions of California Civil Code § 1542, and any similar state or federal statute, which reads in sum, substance or substantial part as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

6.2 EMPLOYEE and the CITY acknowledge that the facts with respect to which each gives this GENERAL RELEASE may turn out to be different from the facts they now believe to be true. EMPLOYEE and the CITY hereby assume the risk of the facts turning out to be different, and agree that this AGREEMENT shall in all respects be effective and not subject to termination or rescission because of any such difference in facts.

7. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE and the CITY hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant hereto.

8. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represent and warrant and agree with each other party as follows:

8.1 No Other Claims: EMPLOYEE and the CITY hereby represent and warrant that EMPLOYEE nor the CITY has not filed, nor will they file in the future, any complaint, charge, claim, legal action, or proceeding arising out of EMPLOYEE' employment with the CITY, the DISPUTES or the CLAIMS released hereby or in any way related to his employment with the CITY or separation therefrom with any court, agency, board, hearing officer or tribunal against the CITY or any of its agents, officers, current and former elected or appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them. EMPLOYEE retains his right to request indemnification from the City pursuant to California Government Code § 825 *et seq.* with respect to any action brought against EMPLOYEE in his capacity as an employee.

8.2 Advice of Counsel: Each party has received, or has had the opportunity to receive, independent legal advice from their respective attorney(s) with respect to the advisability of making the settlement and releases provided herein, with respect to the advisability of executing this AGREEMENT, and with respect to the meaning of California Civil Code § 1542.

8.3 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party (or of any officer, agent, employee, representative, or attorney of or for any party) in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

8.4 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this severance and settlement and this AGREEMENT and all the matters pertaining hereto as it deems necessary.

8.5 Comprehension and Authority: Each party or responsible officer thereof has read this AGREEMENT and understands the contents hereof. Any of the officers executing this AGREEMENT on behalf of the CITY are empowered to do so and thereby bind the entity.

8.6 Mistake Waived: In entering into this AGREEMENT and the severance and settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts

or of the law was incorrect, such party shall not be entitled to rescind or set aside the AGREEMENT. This AGREEMENT is intended to be and is final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

8.7 Later Discovery: EMPLOYEE and the CITY are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is both parties' intention to fully, finally and forever settle and release all such matters, and all claims relative hereto, which do now exist, may exist or have previously existed between both parties. In furtherance of such intention, the releases given here shall be and remain in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

8.8 Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that he has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further represents and warrants that none of the CLAIMS released by his hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

8.9 Future Cooperation: The parties will execute all such further and additional documents as shall be reasonable or necessary to carry out the provisions of this AGREEMENT.

9. MISCELLANEOUS

9.1 No Admission: Nothing contained herein shall be construed as an admission by the parties of any liability of any kind. The parties each deny any liability in connection with any claim or wrongdoing. Each party also intends hereby solely to amicably resolve all matters between the parties.

9.2 Governing Law: This AGREEMENT and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The venue for any dispute arising out of or relating to this AGREEMENT shall be the Los Angeles Superior Court.

9.3 Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

9.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, and officials.

9.5 Joint Drafting: Each party has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the same shall not be construed against any party.

9.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

9.7 Titles: The titles included in this AGREEMENT are for reference only and are not part of the terms of this AGREEMENT, nor do they in any way modify the terms of this AGREEMENT.

9.8 Counterparts: This AGREEMENT may be executed in counterparts, and by facsimile and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

9.9 Executed Copy: All parties shall receive a fully executed copy of this AGREEMENT.

9.10 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

Name
Address
Address

As to the CITY:

Attn: City Clerk
350 Main Street
El Segundo, CA 90245

WHEREFORE, the parties hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

DATED: _____

CITY OF EL SEGUNDO

By: _____
Mayor

DATED: _____

EMPLOYEE

By: _____
Darrell George

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA, MODIFYING THE ANNUAL SALARY RANGE FOR THE CITY MANAGER 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
City Manager	\$280,800 to \$308,880 Annually

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 retroactively to July 1, 2024 and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 3rd day of September, 2024.

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 _____, 2024, 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



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Staff Presentations

Item Number: D.15

TITLE:

Approval of the Revised Athletic Field/Facility Use and Allocation Policy

RECOMMENDATION:

1. Approve the revisions to the Athletic Field/Facility Use and Allocation Policy
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

The Athletic Field/Facility Use and Allocation Policy was originally created in 2004 by the Recreation and Parks Department with assistance from various El Segundo youth sports representatives. The policy established guidelines for the allocation of field space for user groups utilizing City athletic fields and facilities and also outlines governing rules for the Youth Sports Council and its charter organizations.

Since its creation 20 years ago, the policy has undergone several revisions and amendments. To evolve with the changes over time with the various user groups and city resources, it is again necessary to review and revise the policy to improve its enforcement, clarity, and consistency.

Additionally, in July 2014, the City Council approved a "Per Player Fee" for Youth Sports Organizations utilizing the city athletic facilities. The purpose of the fee is to provide partial cost recovery for the expenses incurred by the City to maintain and prepare the fields and facilities for their use. The fee was established as \$10 per El Segundo Resident and \$30 per Non-El Segundo Resident on the organizations' annual rosters. Since the institution of the per player fee, the rates have increased to their current rate of \$15 per El Segundo Resident and \$40 per Non-El Segundo Resident.

Approval of the revised Athletic Field/Facility Use and Allocation Policy.

September 3, 2024

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DISCUSSION:

In March 2024, a subcommittee was formed which included Department Staff and two members of the Recreation and Parks Commission. The subcommittee's role was to assist the staff with updating the policy as deemed necessary since it was last amended in 2022. The subcommittee met and updated the document to be consistent with departmental changes, Joint Use Agreement updates, facility maintenance needs and expectations, and city license agreement requirements. Recreation, Parks, and Library staff are recommending the following changes to the policy:

Available Fields

Following the amendment to the Joint Use Agreement between the City and El Segundo Unified School District in 2023, the City is now responsible for scheduling both Richmond Street School Fields and Center Street School Field, in addition to all city-owned fields. The schedule must be acceptable to both the City and the School District. The parties will meet twice a year to schedule fields and facilities for the Fall/Winter and Spring/Summer seasons to accommodate school and city programming.

Field Allocation

Recreation, Parks and Library Department staff will continue to use this policy and priority list when allocating fields. However, the Recreation, Parks, and Library Director will retain the right to make exceptions or other determinations of how fields are allocated, and permits are issued. The City retains the right to utilize any field for any City-sponsored activity, including events and other sports activities. All fields/facilities will be allocated to user groups quarterly instead of biannually.

New Member Requirements

Following the City of El Segundo Contract Guidelines, organizations must be able to provide current liability insurance, a City of El Segundo Business License, and Worker's Compensation Insurance. In addition, all new organizations that are added to the Youth Sports Advisory Council are put on a one-year probation.

Field Use

To ensure fields are being utilized properly, random audits will be conducted by the Recreation, Parks, and Library Department.

Special Events

Any special event (such as opening days, championships, parades, etc. that utilize outside vendors) must be submitted through the City's special event permit process through OpenGov 50 days prior to the event.

Field Maintenance

The City maintains and prepares city-owned fields prior to the start of each game day. Following each game, the league must maintain and prepare the infield. After the conclusion of the game day, the league must water down the infield, report maintenance

Approval of the revised Athletic Field/Facility Use and Allocation Policy.

September 3, 2024

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issues, and clean both dugouts. For non-city-owned fields, Richmond Street and Center Street School are being maintained by El Segundo Unified School District, while Raytheon field is maintained by Raytheon. Any maintenance issues at non-City-owned fields must be reported to the responsible party.

Wet Field Conditions

Groups may not play on fields closed due to wet field conditions. It is the responsibility of groups to access field closure information by phoning the Field Conditions Hotline. Updates to the Hotline will be made after 12pm Monday-Friday and after 8am and 12pm on Saturday and Sunday. Each field will be assessed individually for closures.

The updated Athletic Field/Facility Use and Allocation Policy was reviewed by the Recreation and Parks Commission and approved at the meeting on June 19, 2024. The Recreation, Parks, and Library Staff recommend that the revised policy be approved by the City Council.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Deliver Solution-Oriented Customer Service, Communication, Diversity, Equity, and Inclusion

Strategy A: Enhance proactive community engagement program to educate and inform the public about City services, programs, and issues.

PREPARED BY:

Chelsea Shafer, Sr. Administrative Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Athletic Field and Facility Use Allocation Policy- 2024 Revisions



Athletic Field/Facility Use and Allocation Policy

Recreation & Parks Commission

- Approved: December 8, 2004
- Amendments #1 & 2: August 17, 2005
- Amendments #3 & 4: February 15, 2006
- Amendment #5: June 20, 2007
- Revised: June 20, 2007
- Amendment #6: April 16, 2008
- Revised: December 17, 2008
- Revised: February 18, 2009
- Revised: March 18, 2009
- Revised: January, 2015
- Revised: December 14, 2022
- Revised: May 15, 2024

City Council

- Approved: December 21, 2004
- Approved: April 21, 2015

Introduction

The City of El Segundo Recreation, Parks and Library Department, Recreation Division coordinates and issues permits for the use of athletic fields and facilities to organizations and the general public for cultural, social and recreational activities and programs. The City also coordinates the use of **the Richmond Street School Fields** and **Center Street School Fields** which is owned **and maintained** by the El Segundo Unified School District but is scheduled by the City along with Raytheon Fields that are owned and maintained by Raytheon. The purpose of this policy is to outline the City procedure and allocation priority for the permitted use of athletic fields/facilities. Due to the increased demand for the use of City fields it is imperative that all user groups abide by the policies and procedures set forth in this policy.

Athletic fields and facilities are permitted and allocated **quarterly**. The Recreation Division will monitor proper use of allocations and permits. Priority will be given to El Segundo Recreation, Parks and Library Department programs, El Segundo High School, El Segundo Youth group organizations and El Segundo residents.

Recreation, Parks and Library Department staff will use this policy when allocating fields, however Recreation, Parks, and Library staff will have the final decision on field allocation based on this policy, fairness to all affected groups, or other needs determined at the Recreation, Parks, and Library Director's discretion. The Recreation, Parks, and Library Director will retain the right to make exceptions or other determinations of how fields are allocated, and permits are issued. Submission of an Application and Agreement Request does not constitute approval. A group may dispute a decision made by staff by submitting an appeal to the Director of the Recreation, Parks and Library Department in writing with justification within ten (10) working days from the decision.

Definition of Terms

Resident Status

Resident status is defined as groups or organizations with at least (75%) or more registered El Segundo residents. Team rosters and proof of residency will be required annually to verify residency status. Proof of residency may include providing copies of two of the following items:

- Driver's License of participant or participant's parent if under 18
- Utility bill in participant's name or participant's parent if under 18

Alternatively, organizations may be required to sign a written agreement that they have verified residency of all participants. Falsification of proof of residency is grounds for immediate dismissal from the Youth Sports Council. Audits of team rosters may be conducted by Recreation, Parks and Library staff at anytime.

Youth Status

Youth status is defined as persons **18** years of age or under.

Non-Profit Status

To qualify as a Non-Profit user, the organization must meet all the criteria below. All Youth Sports Council groups must submit proof of non-profit status annually.

The organization must be registered as a not-for-profit corporation with the State of California, or if not registered with the State, must have a constitution, bylaws or mission statement which clearly states the objectives of the organization are of a non-profit, non-commercial nature.

The organization must be comprised of volunteers, (75%) of which must be El Segundo residents. The organization must submit the following:

1. If incorporated, submit State Incorporation papers and bylaws; if not incorporated, submit constitution and bylaws or mission statement.
2. Current financial statement.
3. Roster of Officers
4. List of persons authorized to make reservations for your organization; must be El Segundo residents.

City of El Segundo, Richmond Street School, Center Street School, and Raytheon Fields and Facilities

Due to the limited number of fields and facilities available, the City of El Segundo Recreation, Parks and Library Department has established a priority use.

Priority Group Qualification: Group 1 – 10

Priority use of fields/facilities will be allocated as follows. **This priority list serves as a guideline for City Staff however the Recreation, Parks, and Library Director retains the right to allocate field space at their reasonable discretion.**

Group 1: City sponsored or co-sponsored events. City of El Segundo, Recreation, Parks, and Library Department youth or adult programs or leagues.

Group 2: El Segundo Unified School District related programs.

Group 3: Organizations part of the El Segundo Youth Sports Council. Youth programs, organizations, or events with 75% El Segundo residency status. (AYSO, Little League, ESGS) “Everybody Plays” Philosophy.

“Grandfather Clause”: At the onset of this policy, the El Segundo Babe Ruth Baseball League was “grandfathered” in at “Group 3” classification by maintaining 60% El Segundo residency.

Group 4: Youth **Club** programs, organizations, or events with 75% El Segundo residency status.

Group 5: Adult programs, organizations, or events with 75% El Segundo residency status.

Group 6: Youth **Club** programs, organizations, or events with 60 – 74% El Segundo residency status.

Group 7: Adult programs, organizations, or events with 60 – 74% El Segundo residency status.

Group 8: Youth programs, organizations, or events with under 60% El Segundo residency.

Group 9: El Segundo Businesses, with a current El Segundo Business License. Groups must consist of 75% employees from given business.

Group 10: Adult programs, organizations, or events with under 60% El Segundo residency.

Please Note: All regular use El Segundo sports organizations, within Priority Groups 3 – 10 will schedule and play games on Sundays, if necessary, in an effort to allow for allocation of Saturday field time for other user groups within the El Segundo community.

1 Program: Any activity that is offered by the Recreation & Parks Department. *A system of services, opportunities, or projects, usually designed to meet a social need.*

2 Organization: Any group of participants organized for recreational purposes and associated with a specific purpose. *A group of persons organized for a particular purpose; an association.*

3 Event: Any contest or program related to sports or recreational activity. *Example: camps, clinics, and/or tournaments.*

Youth Sports Advisory Committee

The Youth Sports Advisory Committee is a recommending body established and appointed by the Recreation & Parks Commission. Its purpose is to work cooperatively with City Staff in field allocation, help identify field allocation issues, and review field allocation and use policies when necessary. Any and all decisions made by the Youth Sports Council will be considered a recommendation to the Recreation & Parks Commission. Staff will present recommendations at the monthly Recreation & Parks Commission Meetings, when necessary. The Youth Sports Advisory Committee will meet a minimum of 2 times per year for allocation but may additionally meet as needed to discuss pending issues or concerns.

~~Charter~~ Organizations of the Youth Sports Advisory ~~Committee~~ Council

The ~~charter~~ members of the Youth Sports Advisory ~~Committee~~ Council are listed below. These organizations will remain a part of the Youth Sports Advisory Committee regardless of status unless that Organization, the Committee, or the City of El Segundo Recreation, Parks, and Library Department decide otherwise. Each organization below is designated as an “Everybody Plays” organization unless otherwise noted. Organizations wishing to change their name or status must re-apply under the “New Member Organizations” guidelines.

- Eagles of El Segundo Youth Football and Cheer
- El Segundo AYSO
- El Segundo Babe Ruth
- El Segundo Girls Softball
- El Segundo Lacrosse
- El Segundo Little League
- El Segundo Inline Hockey
- El Segundo Unified School District
- El Segundo Youth Volleyball (USYVL)

Voting Member Organizations

All Voting Members must meet and maintain the following:

1. Only those organizations qualifying within Priority Allocation Groups 1 – 4 AND maintaining 75% El Segundo residency (overall organization membership) shall be designated as a voting member organization in the Youth Sports Advisory ~~Commission~~ Council. El Segundo residency status will be monitored through league rosters and will be reviewed bi-annually in February and ~~September~~ August for that organization’s primary season. If at any time a designated voting member organization does not meet these requirements, that organization will lose voting privileges.
2. Any and all organization representatives designated as a voting member must be a current El Segundo resident and maintain El Segundo residency during the course of the designation. El Segundo residency will be monitored through Board rosters and will be reviewed prior to that group’s primary season. If at any time a designated voting member does not meet this requirement, that respective organization must designate a new voting member to the Youth Sports Advisory ~~Committee~~ Council.
3. El Segundo Babe Ruth will maintain voting rights provided their residency remains at or above 60%.

New Member Organizations

Any new organization wishing to join the Youth Sports Advisory Committee must submit their request in writing to the Recreation, Parks, and Library Department and meet the following criteria:

- Have at least 100 El Segundo Resident Players in their organization
- Submit league rosters containing at least 75% El Segundo Residents
- The organization must be registered as a not-for-profit with the State of California.
- **The organization must be able to provide current liability insurance, City of El Segundo Business License, and worker’s compensation insurance.**
- **All new organizations that are added to the Youth Sports Advisory Council are put on a one-year probation.**

Good Faith Rule

All Youth Sports Advisory Committee will work together in “good faith” to accommodate as many El Segundo based youth sports organizations as possible on City controlled fields.

Per Player Fee

Youth Sports Advisory Committee Organizations are required to pay a per player fee as mandated by City Council in May 2014. Rules for the Per Player Fee and these organizations are as follows:

1. The per player fee applies to all players and teams that practice or play on City of El Segundo fields during regular season practices and games.
2. If a portion of the league does not utilize a City of El Segundo field, they are not required to pay the fee for those players that do not use the field during the regular season.
3. If a league has teams that come from outside the City to participate in regular season games, then these leagues must either:
 - a. Pay the per player Fee for all teams (Resident and Non-Resident) in their respective organization that utilize City fields.
or
 - b. Pay the per player fee for Resident teams that utilize City fields and in addition pay these per hour rates:
 - El Segundo Team vs. Non-Resident Team** pay ½ ES Non-Profit Field Rate per hour
 - Non-Resident Team vs. Non-Resident Team** pay full ES Non-Profit Field Rate per hour

The deadline for payment of this fee to the Recreation, Parks, and Library Department is 2 weeks after the start of that organization’s primary season. Refunds for the per player fee will not be issued once the fee is paid to the City of El Segundo, but an organization can rollover any unused fee to the next primary season due to player withdrawal upon providing proof to the City that said player was withdrawn and refunded their league fee. All payments can be made by cash, check, money order, or credit card (Visa, Mastercard, American Express) to the Recreation, Parks, and Library Department for reservations made throughout the season.

Three Strikes Rule

The purpose of the Three Strikes Rule is to implement a systematic method of enforcing the Municipal Code and Athletic Field Use and Allocation Policy. The Three Strikes Rule will apply in the event that rules or regulations of this policy or City of El Segundo Municipal Code are violated by a Youth Sports Advisory Committee Organization. The City reserves the right to cancel or suspend field/facility permits for games, practices, and other usages based upon user groups violating the City Municipal Code or the established Athletic Field Use and Allocation Policy.

STRIKE ONE

Strike one consists of a verbal warning to the organization in direct violation of the City Municipal Code or Athletic Field Use and Allocation Policy. The verbal warning will be documented, and a copy will be provided to the organization.

STRIKE TWO

Strike two consists of a written warning (via letter or e-mail) to document the violation within the permit period.

STRIKE THREE

Strike three consists of a second written warning (via letter or e-mail) to document the violation and possible cancellation of field/facility permit within the permitted period.

Process for Obtaining Permits

Requests to permit the use of City fields and facilities in El Segundo are made through the City of El Segundo Recreation, Parks, and Library Department, Recreation Division at 401 Sheldon Street, El Segundo. ~~Groups of 10 or more~~ **All groups who wish to utilize an athletic field or facility must complete an appropriate application and the rules and regulations form.**

Fields/facilities are allocated to user groups in ~~bi-annual~~ **quarterly** periods. Youth Sports Advisory Committee Organizations requesting space must submit their request **at or before the Bi-Annual Youth Sports Advisory Committee Field Allocation Meetings**. Organizations may make requests by e-mail or phone, but are still required to sign and submit an Athletic Field/Facility Use Rules and Regulations form, Application and Agreement Request for Use of City of El Segundo facilities, and Hold Harmless and Indemnity Agreement form at the end of this policy. If fields and facilities are not used as requested, permits may be rescinded. Groups or organizations not using fields and facilities as stated may lose their permitted time and/or priority allocation consideration for future allocations per the 3 Strikes Rule. Deadlines for required Youth Sports Organization information and documents are:

- **Proof of Insurance: due by February 1 for spring primary seasons and August 15 for fall primary seasons.**
- **Game and practice schedules: due two (2) weeks prior to that league's respective opening day and will be used by City staff to insure fields are being used as allocated.**
- **Final Board and League Rosters: due one (1) week following final league registration date.**

Multiple-use reservations may be made for more than one date or with recurring weekly use. Any person or organization missing these deadlines will have access to any remaining fields/facilities after the allocation process is finalized on a first come first served basis. **Submission of an Application and Agreement Request for Use of City of El Segundo facilities does not constitute approval.** Approval is given according to allocation policy, after fees are paid and when a permit is issued. Every effort will be made to accommodate user group's use of fields. **Priority of fields will be given to primary season sports, then by priority grouping. This means that primary season holds precedence ONLY within each priority grouping level.**

- **Baseball, Football and Cheer, Softball, Lacrosse, Volleyball: February 1 – August 31**
- **Soccer, Inline Hockey: September 1 – January 31**

Sport Specific Field Designation & Use

The following fields have been designated as sport-specific athletic fields:

- **Stevenson Field** **HARDBALL BASEBALL ONLY**
- **Rec Park Softball Field** **SOFTBALL, BASEBALL & KICKBALL ONLY**

***The City retains the right to utilize any field for any City sponsored activity including events and other sport activities.**

Liability Insurance Requirements

FACILITY USER shall secure and maintain throughout the period of use contemplated under this agreement, general liability insurance with policy limits of not less than \$2,000,000 per occurrence. The City of El Segundo, its elected, and appointed officials, officers, agents and employees shall be named as additional insured by endorsement. Such policy or policies of insurance shall further provide that said policies of FACILITY USER shall be primary over any insurance held by CITY that may be applicable. The types and limits of insurance may be changed from time to time as determined by the City of El Segundo Fiscal Services Manager.

FACILITY USER agrees to hold the City of El Segundo harmless and free from any liability of any nature arising out of the use of City Recreational Facilities, to include reimbursement of any legal costs and fees incurred in defense of such claims.

Notice of Field Exchange

Organizations may give up or exchange their allocation, or any part of it, with an organization of equal or greater allocation priority only when all the parties agree in writing and the Recreation Division reissues the permit.

Notice of Non-Use of Field

Any organization that has reserved space and does not intend to use it according to the permit, shall notify the Recreation Division so that the fields/facilities may be reallocated or otherwise used at its maximum. User groups with fee waivers may be billed for fields that they have reserved and have not used (see Permit Cancellation). Also, **non-use of a field may result in revocation of the allocated field.** Please see "Three Strikes Rule".

Notice must be given to return field space within two weeks of the first date of field use. If field space is not returned by this deadline and the field is unused, the organization may be charged for the City's loss of rental revenue. **Random audits will be conducted by the Recreation, Parks, and Library Department to ensure field space is being utilized or returned properly.**

Permit Cancellation

The City of El Segundo reserves the right to cancel, refund, and/or reschedule permitted reservations in the event that one of the following occurs:

- When the health and safety of participants are threatened due to inclement weather or conditions including but not limited to heavy rains, smog alerts, pesticide spraying, and earthquakes.
- City begins work involving any of the facilities.
- Non-adherence to Athletic Field/Facility Use and Allocation Policy or City ordinance.
- ESUSD cancels use of fields under the direction of their administrative office.

Permits canceled for paid reservations at least 10 days prior to the reservation will be refunded the entire amount less a \$10 Administrative Fee. Permits canceled less than 10 days prior to the reservation date will be charged a \$50 cancellation fee.

Post-Season Tournaments

1. Each youth sports organization in the City of El Segundo is allowed to host one free (no charge) tournament each season during their primary season.
 2. All tournaments may not last any longer than 2 calendar weeks over a maximum of 3 weekends...for a total of 16 days.
 3. All tournaments must end within 60 days of the completion on the season of the host youth sports organization.
 - With exception of the El Segundo AYSO All Star Tournament hosted at Campus El Segundo.
 4. Any group that wishes to host a tournament in addition to the one free (no charge) tournament within their primary season must pay rental fees.
 5. Any group that wishes to host a tournament outside of the 60-day window and within their primary season must request in writing and subsequently receive approval from the Recreation & Parks Commission.
 6. All tournament requests are subject to athletic field availability.
 7. All tournament requests must be submitted in writing a minimum of 60 days prior to the start of the tournament.
- * Any El Segundo based organization making a “Special Request” of the Recreation & Parks Commission to operate outside of the current Athletic Field/Facility Use & Allocation Policy must send a representative from its current Board to the Recreation & Parks Commission Meeting for which their” Special Request” is added to the agenda.
- * Regular Season: Period of time during a primary season in which regularly scheduled games are played. Must be part of the permit period, but does not include playoffs or tournaments.

Camp/Clinic

1. El Segundo resident youth sports organizations are allowed to host one free (no charge) camp or clinic each calendar year.
2. All camps/clinics may not last any longer than a total of five (5) days.
3. All camps/clinics may not last any longer than 7 hours per day, for a total of 35 hours per week.
4. Any group that wishes to host a camp/clinic in addition to the one free (no charge) camp/clinic must pay field rental fees.
5. Any group that wishes to host a camp/clinic outside of the five (5) day maximum or longer than 7 hours per day must request this in writing and subsequently receive approval from the Recreation & Parks Commission.
6. All camp/clinic requests are subject to athletic field availability.
7. All camp/clinic requests must be submitted in writing a minimum of 60 days prior to the start of the camp/clinic.

* Any El Segundo based organization making a "Special Request" of the Recreation & Parks Commission to operate outside of the current Athletic Field/Facility Use & Allocation Policy must send a representative from its current Board to the Recreation & Parks Commission Meeting for which their "Special Request" is agenzized. (Revision: December 2008)

* A typical camp/clinic traditionally would run Monday through Friday, but may run for any amount of time less than or equal to 5 calendar days.

* A typical camp/clinic would be from 9 am – 3 pm, with a reservation from 8:30 am – 3:30 pm, for a total of 7 hours of field time. The additional half and hour before and after are to accommodate set-up and break-down.

Miscellaneous Rules

- **All groups** wishing to utilize a field must acquire a permit with the City of El Segundo. Field use permit must be available during use and presented to any City representative upon request. It is the League/organizations president or their Field Coordinator's responsibility to make sure coaches receive and understand that permits must be on site during field use.
- It is the responsibility of the organization president and the individual identified as the person in charge of the permit to enforce the rules and regulations regarding the conduct of the group while on permitted facilities.
- Use begins and ends at the times stated on the permit including set-up and clean up. Groups are not allowed on fields prior to the start time on the permit and are required to have the fields clean, picked up and be off the fields at the ending time indicated on the permit. Check your permit for specific times you may access the fields.
- Use will end at dusk on unlighted fields and by 9 pm or 10 pm on lighted fields except where noted on Site Specific Field Use (page 11). Check your permit for specific times you may access the fields.
- Parking is allowed in designated areas only. No vehicles are allowed on City or District fields or property, other than parking lots, without written permission noted on the permit issued by the City of El Segundo. User groups must inform their participants and spectators to park in facility parking lots and public parking areas.
- Smoking is not allowed at any City of El Segundo facility where youth sports are occurring including tobacco, drugs, or simulated smoking devices.
- Alcoholic beverages are not allowed in City parks, fields, schools, or adjacent areas (E.S. Municipal Code, SEC. 13.04.040)
- Selling food or other items is not allowed without City approval and must be noted on the permit.
- Amplified sound is not allowed on any field without City approval and must be noted on the permit. The use of artificial noisemakers, horns, rattles, bells, and whistles by spectators are not allowed.
- Banners may not be posted without City approval and noted on your permit.
- Balls and any other equipment thrown, batted, kicked, or otherwise land on private property must not be retrieved without the property owner's permission.
- Property boundary walls and fences are not to be used as backstops at any time.
- Portable goals and/or markers are allowed but must be removed daily.
- **Any special events (such as opening days, championships, parades, etc.) must be submitted through the City's special event permit process through OpenGov 50 days prior to event.**

Please leave school and park areas immediately after games and practices safely and quietly. **For the benefit of our community, please practice being good neighbors in residential neighborhoods.**

Starting & Ending Use Times

City fields may be permitted as available beginning 8 am Unlit field use ends at dusk. Lighted field use ends at 9 pm or 10 pm depending on location. Check your permit for specific times you may access the fields. Exceptions to these time frames may be allowed with the permission of the Recreation, Parks, and Library Department.

Site Specific Field Use

Some sites have restricted use due to the location of the athletic fields, neighborhoods with limited parking and/or fields directly adjacent to residences. Additional site-specific measures may be added to reduce resident concerns adjacent to the athletic field facilities. Check your permit for specific times you may access the fields and the number of fields allocated for your use.

Inclement Weather Field Closures

In the event of inclement weather fields may be closed. It is the user group's responsibility to call the Recreation, Parks and Library Department Field Conditions Hotline at (310) 524-2883 after 12:00 pm Monday through Friday or after 8:00 am Saturday and Sunday to verify field closures. Groups cannot play on fields that have been closed.

Traffic and Parking

User groups must inform their participants and spectators to park in facility parking lots and public parking areas. If needed, user groups should post directional signs to assist participants and spectators to appropriate parking areas. When traffic and/or parking are an issue or during post-season tournament play, the user group or organization must provide volunteers to direct participants and spectators to designated parking areas. It is the user's responsibility to alleviate traffic and parking issues. No vehicles are allowed on City or District fields or property, other than parking lots, without written permission noted on the use permit issued by the City of El Segundo.

Meeting Rooms

Each Youth Sports Advisory Committee Organization may utilize Recreation, Parks, and Library Department Facilities and Meeting Rooms when available throughout the year. These reservations may include but are not limited to registration dates, board meetings, and coaches meetings. Organizations can make a reservation by contacting the designated representative from the Recreation Department. Each group is limited to the following number of reservations per calendar year:

- 1 monthly meeting (12 per calendar year)
- 3 registration meetings
- 3 miscellaneous meetings
- Photo day reservation as necessary

Field Maintenance

Field Duties Between Games by Leagues:

1. First scheduled game is prepped by City Maintenance Staff.
2. Following each game, league coaches or field manager for league, will assign coaches to prep infield.
3. Prepping the infield before games includes:

- a) Drag the infield smooth.
 - b) Water infield brick dust light spray.
 - c) Pitcher's Mound & Home Plate - Rake, tamp mound, remove excess brick dust on grass area and light water spray.
 - d) Chalk Infield.
4. Prepping the fields after the last game includes:
- a) Water infield and mound.
 - b) Clean both dugouts.
 - c) Report scoreboard or field lights that are out of service immediately.

Rest and Renovation

An annual rest and renovation program is scheduled at all allocated sites. The City does attempt to be flexible in accommodating user groups but, ultimately, the health and safety of the user and the condition and playability of the fields or facilities takes priority. This may require the closure of fields or facilities, denial of use of a field, and/or alternate sites for athletic use.

Field/Facility Closures

Fields/Facilities may be closed at the discretion of the Recreation Superintendent-Manager and/or Parks Superintendent or their designated representatives. Closures are kept to a minimum when fields/facilities remain in playable condition. Priority is given to maintenance needs and rest and renovation periods for all fields.

The City may close field facilities for any of the following:

- 1. City engages in work involving any of the fields or facilities.
- 2. When the health and safety of participants are threatened due to impending conditions, including but not limited to, rain, muddy conditions, smog alerts, pesticide application and earthquakes.

ANNUAL FIELD CLOSURES

Stevenson Field

2nd week of December – February 14 and July 5th-September 30th

Softball Field

Winter Closure – Field closed December 1st, and opening February 1st.

No summer closure

Richmond Street & Center Street School Field

Maintained by ESUSD

Raytheon Field

Maintained by Raytheon

Brett Field

Winter Closure –Second week of December and opening one week before Opening Day

Summer Closure - Every other year the City will close the field in early September for rest and renovation.

Athletic Field Lining/Marking

Youth Sports Advisory Committee Council Organizations may request special lining of City fields if approved by the Recreation, Parks, and Library Department. Under no circumstances are organizations allowed to paint or burn lines onto fields. Any organization failing to comply with these are subject to pay for all damages occurring to the facility and may be subject to loss of field space.

Field Modifications

Requests to modify or improve any City facility shall be submitted for review to the City of El Segundo Recreation Division for consideration. No permanent structures or equipment shall be erected on facility unless approved by the City and is dedicated for community use.

Requests to modify field size for multiple use shall be submitted for review to the City of El Segundo Recreation Division for consideration. Users may not modify a field for use by more than two teams without approval noted on your permit. Adding additional fields to a site without permission will result in a Strike. Please see "Three Strikes Rule". Modified fields for multiple use will be billed appropriately.

Trash/Field Clean-Up

The City of El Segundo Recreation, Parks, and Library Department asks all youth leagues or athletic field user groups to institute a field clean-up policy that will be enforced at all the fields and facilities for both games and practices. It is each organizations responsibility to ensure that the following is

1. Following a game or practice session, teams are responsible for picking up all trash and debris at or around the field or practice site. This applies whether the trash or debris was at the site before the game or practice commenced. Teams are also to make sure that all equipment is picked up as well.
2. Each Coach / Manager is responsible for making sure that this policy is strictly enforced and adhered to by coaching staff and players at every game and practice. City of El Segundo Recreation, Parks, and Library Department Field Ambassadors will actively monitor the game, practice fields and facilities to ensure that the policy is being followed.

Parks Maintenance Staff Field Safety

The City of El Segundo Recreation, Parks, and Library Department asks each youth sports organization or athletic field user group to institute a no practice policy during any and all times that a Parks Maintenance Staff is working on the infield and/or play area. No team shall participate in any activity that may endanger the Parks Maintenance Staff worker that is working on or preparing the field of play. This includes, but is not limited to, infield practice, hitting/batting practice and/or base running. It is agreed upon that a reasonable amount of space/distance will be given to the Parks Maintenance Staff to complete their tasks before any encroachment upon their work areas. Each organization is responsible for making sure that this policy is strictly enforced and adhered to by managers/coaches.

ATHLETIC FIELD/FACILITY USE RULES AND REGULATIONS

1. All groups or more individuals wishing to utilize a field/facility must acquire a permit with the City of El Segundo.
2. It is the responsibility of the person in charge identified on the permit to enforce the rules and regulations regarding the conduct of the group while on permitted facilities.

These rules include but are not limited to:

- Use will begin no earlier than 8 am – Monday – Saturday and no earlier than 9 am on Sunday. Use will end at dusk on non-lighted fields and by 10 pm on all lighted fields; except Richmond St. Field, which closes at 9 pm. Please check your permit for specific times you may access the fields.
- Use begins and ends at the times stated on the permit, including set-up and clean-up. Groups are not allowed on fields prior to the start time on the permit and are required to have the fields clean, picked up and be off the fields at the ending time indicated on the permit.
- Parking is allowed in designated areas only.
- Applicant's Field Use Permit must be available during use and presented to any City representative upon request.
- Alcoholic beverages are not allowed in City parks, fields, schools, or adjacent areas. (E.S. Municipal Code, SEC 13.04.040)
- Selling of food or other items is not allowed without City approval and will be noted on your permit.
- Amplified sound is not allowed on any field without City approval and will be noted on your permit. The use of artificial noisemakers, horns, rattles, bells, and whistles by spectators are not allowed. Applicant is responsible for notification to residents adjacent to the field requested during any and all special events.
- Permanent banners may not be posted without City approval and will be noted on your permit.
- Balls and any other equipment thrown, batted, kicked, or otherwise land on private property must not be retrieved without the property owner's permission.
- Property boundary walls and fences are not to be used as backstops at any time.
- Portable goals and/or markers are allowed but must be removed daily.
- At the conclusion of games or practice each user group is responsible for picking up trash and debris and depositing it into the proper trash bins. The field and any adjoining areas affected by a group's use must be picked up and cleared of all trash.
- Please leave school and park areas immediately after games and practices safely and quietly, especially after late games. Please practice being good neighbors in our residential neighborhoods.

Application and Agreement Request For Use of City of El Segundo

Athletic Fields / Facilities

In accordance with the Joint Use Agreement between the City of El Segundo and El Segundo Unified School District, the City will be the responsible agency for scheduling and permitting all City owned and Richmond Street and Center Street fields and athletic facilities located within El Segundo City limits after 4 p.m. weekdays and all day on weekends. Submission of an Application and Agreement Request does not constitute approval. Approval is given according to the allocation policy, field/facility availability, after fees are paid and when a permit is issued.

*El Segundo Recreation Division
401 Sheldon Street, El Segundo CA
90245 Phone 310-524-2700
www.elsegundo.org*

Organization _____

Name of Applicant _____

Address _____ City & Zip _____

Home Phone () _____ Day Phone () _____

Fax Number () _____ E-Mail Address _____

Field/Facility Requested _____

Description of Activity _____

Estimated Attendance _____ Open to the Public Yes_ No _____

Day of Week	Dates (s)	Start Time - Include Set-up	End Time
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**** Lining/Marking of athletic fields is prohibited unless otherwise authorized by Parks Superintendent ****

I verify that the information on this Application and Agreement Request for Use of Athletic Fields / Facilities form is correct as defined in the Athletic Field Use & Allocation Policy and understand the possible consequences if the information is incorrect or misleading within the acceptable boundaries as described in the allocation policy. I have read the Application and Agreement and agree to all provisions listed on this Application, the Athletic Field Use & Allocation Policy, Rules and Regulations and disclaimers applied to issued permits and will communicate this information to our coaches and participants.

Signature of Applicant

Signature of Organization President or

AD Date

Date

The City of El Segundo does not assume responsibility of liability for claims, damages, or injuries, of whatever nature, which may arise from use of the fields.

Dated this _____ day of _____, 20_____.

By: _____, Recreation Supervisor or Designee

I, _____ the authorized representative of _____, do hereby acknowledge that I have read the terms and conditions of this field allocation policy; that the terms and conditions are acceptable, and User Group agrees to abide by, comply with, and accept full and complete responsibility therefore.

Dated this _____ day of _____, 20_____.

By: _____, League President or Authorized Representative



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Staff Presentations

Item Number: D.16

TITLE:

First Reading of an Ordinance Amending El Segundo Municipal Code Titles 7, 9, and 10 to Establish Camping and Associated Regulations on Public Property and Rules of Conduct for the El Segundo Public Library

RECOMMENDATION:

1. Read by title only, waive further reading, and introduce the proposed ordinance amending El Segundo Municipal Code Titles 7, 9, and 10 to establish camping and associated regulations on public property and rules of conduct for the El Segundo Public Library and find that such actions are exempt from the California Environmental Quality Act, pursuant to Guidelines §§ 15060(c)(3), 15061(b)(3), and 15378.
2. Direct staff to schedule a second reading of the ordinance for the regular September 17, 2024 City Council meeting or as soon thereafter it may be considered.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

While activities to ensure constitutional due process and carry out enforcement will require personnel and storage space, it is not currently anticipated that such requirements will cause a fiscal impact on the City's General Fund.

BACKGROUND:

On June 28, 2024, the U.S. Supreme Court ("Supreme Court") issued its ruling on the *City of Grants Pass, Oregon v. Johnson et al.* case regarding Grants Pass's ordinance penalizing camping on public property. The text of the opinion is available for download here: <https://bit.ly/3LEOmYO>. In its ruling, the Supreme Court upheld the city's anti-camping restrictions, rejecting prior legal precedent from the U.S. Court of Appeals for

First Reading of an Ordinance Amending the El Segundo Municipal Code Titles 7, 9, and 10 to Establish Camping and Associated Regulations on Public Property and Rules of Conduct for the El Segundo Public Library
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the Ninth Circuit's decision in *Martin v. Boise* that previously found anti-camping laws constituted cruel and unusual punishment under the Eighth Amendment of the U.S. Constitution unless adequate shelter space was available. Accordingly, such anti-camping laws may be enforced regardless of whether adequate shelter space is available within the given jurisdiction.

The Supreme Court touted Grants Pass's "multifaceted approach" to the homelessness crisis that respects the homeless population's constitutional rights (e.g., due process) and property interests of the homeless population. The Supreme Court observed Grants Pass's "light-touch approach to enforcement" that was paired with a "homeless community liaison" that provides such individuals in need with information about assistance programs and other resources.

The Supreme Court held that Grants Pass's generally applicable public-camping laws are constitutionally valid so long as they do not criminalize the status of homelessness. Grants Pass's public-camping ordinance criminalizes actions undertaken by any person, regardless of status. The Supreme Court emphasized that it makes no difference whether the charged defendant is currently a person experiencing homelessness, a backpacker on vacation, or a student who abandons a dorm room to camp out in protest on the lawn of a municipal building. Use and enforcement of these laws prohibiting camping are not to criminalize homelessness but are important tools to encourage individuals experiencing homelessness to accept services and to help ensure safe and accessible sidewalks and public spaces.

Within this regulatory space, Governor Gavin Newsom's July 25, 2024 Executive Order N-1-24 encourages cities to apply for the newly available \$3.3 billion in competitive grant funding from Proposition 1 to establish or expand care to those experiencing mental health and substance use disorders, with a focus on homeless while ordering state agencies to adopt clear policies that urgently address homeless encampments. It is recommended that the City explore this and other funding options as it looks to augment its regulatory approach.

With regard to the El Segundo Public Library ("Library"), state law authorizes municipal library boards of trustees to "make and enforce all rules, regulations, and bylaws necessary for the administration, government, and protection of the libraries under its management, and all property belonging thereto." (Ed. Code, § 18919.) On December 4, 1990, the City Council adopted Resolution No. 3665 to establish the El Segundo Board of Library Trustees ("Library Board"). Subsequently, the Library Board has adopted various iterations of El Segundo Library Rules of Conduct ("Library Rules"), in accordance with state law. Given increased violations of the Library Rules in recent years, including numerous from individuals experiencing homelessness, it is recommended that the Library Rules be observed and incorporated into the El Segundo Municipal Code (ESMC) to apply the ESMC's enforcement options to violations of the

First Reading of an Ordinance Amending the El Segundo Municipal Code Titles 7, 9, and 10 to Establish Camping and Associated Regulations on Public Property and Rules of Conduct for the El Segundo Public Library
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Library Rules and facilitate the safe and efficient operation of the Library.

DISCUSSION:

Proposed for City Council first reading is an ordinance that would establish and update regulations in the ESMC in light of the Supreme Court's *Grant Pass* decision. The proposed modifications to the ESMC are as follows:

- Updating of ESMC § 7-6-1 (Use of Vehicles for Human Habitation) to expand the existing prohibition of overnight habitation from specific locations (e.g., street, beach, park, etc.) to include all "public property" in the prohibition.
- Creating a new ESMC Chapter 7-8 (Prohibited Camping and Right of Way Obstruction) to model Grants Pass's camping prohibitions, as follows:
 - Prohibiting setting up or remaining at a campsite, which would be defined as, "any place where bedding, sleeping bag, or other material used for bedding purposes, or any stove or fire is placed, established, or maintained *for the purpose of maintaining a temporary place to live*, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof." (emphasis added.)
 - The El Segundo Police Department (ESPD) can remove campsites if at least 24-hour notice is provided in advance and notice is provided to social service agencies that can provide services to homeless individuals. Individuals will have 30 days to confirm ownership and regain custody of personal property that ESPD confiscates that is not held as evidence of a crime (e.g., drug paraphernalia and weapons).
 - Violators will be subject to civil citations, and upon the third violation within one year, a violator will be prohibited from the property where the violation occurred, and if the 30-day ban is violated, the City may enforce the violation as criminal trespass subject to a fine not exceeding \$1,000 or imprisonment for not more than six months, or both, pursuant to Penal Code § 19. Moreover, violations of the ESMC are subject to administrative, civil, and criminal enforcement via ESMC Chapters 1-2, 1-2A, and 7-1.
- The new proposed ESMC Chapter 7-8 (Prohibited Camping and Right of Way Obstruction) would also prohibit certain obstructions in the public right of way. This would prohibit sleeping, lying or storing personal property on any public sidewalk, street, or alleyway.
- Updating of ESMC Chapter 10-1 (Park Rules and Regulations) to update its current park camping restrictions to cross-reference to the new broad public property camping restrictions that will be set forth in the new ESMC Chapter 7-8.
- Updating of ESMC Chapter 10-3 (Beach Regulations) to update its current beach

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camping restrictions to cross-reference to the new broad public property camping restrictions that will be set forth in the new ESMC Chapter 7-8.

With regard to the Library, the ordinance would:

- Amend ESMC § 9-7-2 to incorporate the Library Rules by reference and enable the ESMC's broad enforcement mechanisms as to Library Rules violations. It is recommended that the Library Board analogously consider updates to the Library Rules to additionally ensure the Library's safe and efficient operation.

Given the Supreme Court's guidance in *Grants Pass*, the proposed regulations and associated enforcement should be part of a broad and multifaceted City approach to the homelessness crisis that respects the rights of and property of the homeless. Staff from the City's Proactive Approach to Combating Homelessness in El Segundo (PATCHES) program, as presented by ESPD to the City Council at its July 2, 2024 meeting, should make a homeless community liaison available that provides individuals experiencing homelessness with information about assistance programs and other resources.

If approved for first reading, it is recommended that the City Council direct staff to schedule a second reading of the ordinance for the regular September 17, 2024 City Council meeting or as soon thereafter it may be considered. If approved for second reading and adopted, the ordinance would become effective 30 days thereafter.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Optimize Community Safety and Preparedness

Strategy A: Comprehensively address the unsheltered homeless population.

PREPARED BY:

Joaquin Vazquez, Assistant City Attorney

REVIEWED BY:

Mark Hensley, City Attorney

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. El Segundo Anti-Camping Ordinance Draft

**First Reading of an Ordinance Amending the El Segundo Municipal Code Titles 7,
9, and 10 to Establish Camping and Associated Regulations on Public Property
and Rules of Conduct for the El Segundo Public Library
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ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA, AMENDING CHAPTER 6 (GENERAL OFFENSES) OF TITLE 7 (NUISANCES AND OFFENSES) OF THE EL SEGUNDO MUNICIPAL CODE; ADDING CHAPTER 8 (PROHIBITED CAMPING) TO TITLE 7 (NUISANCES AND OFFENSES) TO THE CODE; AMENDING CHAPTERS 1 (PARK RULES AND REGULATIONS) AND 3 (BEACH REGULATIONS) OF TITLE 10 (PARKS AND RECREATION); AND AMENDING CHAPTER 7 (PUBLIC BUILDINGS) OF TITLE 9 (PUBLIC WAYS AND PROEPRTY) TO ESTABLISH ANTI-CAMPING AND ASSOCIATED REGULATIONS ON PUBLIC PROPERTY AND AUTHORIZE THE ADOPTION AND ENFORCEMENT OF EL SEGUNDO PUBLIC LIBARARY RULES OF CONDUCT

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

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

- A. The California Constitution provides that a city may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general law.
- B. The City of El Segundo ("City") is committed to protecting the life, health, and safety of its residents and all people within the geographical boundaries of the City.
- C. The City currently prohibits camping in public parks and beaches as well as using vehicles for human habitation in specified public areas.
- D. The City Council desires to expand its current camping prohibitions to establish more extensive regulations prohibiting camping on public property throughout the City.
- E. On June 28, 2024, the U.S. Supreme Court issued its ruling on the *City of Grants Pass, Oregon v. Johnson et al.* case, upholding Grants Pass's ordinance prohibiting camping on public property to tackle the issue of homelessness.
- F. The *Grants Pass* ruling provided cities with more regulatory tools to regulate and enforce certain camping restrictions on public property.
- G. On July 25, 2024, Governor Gavin Newsom issued Executive Order N-1-24 directing stage agencies to adopt clear policies that urgently

address homeless encampments on state property in a humane manner and encourages local governments to do the same.

- H. the City Council is committed to protecting the rights of individuals who cannot obtain shelter and to treating their personal property with respect and consideration.
- I. City streets, sidewalks, and parks are intended for safe and sanitary shared use by a diverse community of users including businesses, government, and the general public for gathering, recreating, movement of people, maintenance, and cleaning, and are frequently used by people relying on a variety of mobility devices.
- J. To mitigate risks to health and safety of its citizens, the City Council desires to adopt regulations prohibiting camping on public property, regardless of the availability of shelter, due to the significant health and safety risk to those in homeless encampments, the general public, and the environment.
- K. State law authorizes municipal library boards of trustees to "make and enforce all rules, regulations, and bylaws necessary for the administration, government, and protection of the libraries under its management, and all property belonging thereto." (Ed. Code, § 18919.)
- L. On December 4, 1990, the City Council adopted Resolution No. 3665 to establish the El Segundo Board of Library Trustees ("Library Board").
- M. Subsequently, the Library Board has adopted various iterations of El Segundo Library Rules of Conduct ("Library Rules"), in accordance with state law.
- N. Given increased violations of the Library Rules in recent years, including numerous from individuals experiencing homelessness, the City Council seeks to incorporated the Library Rules the El Segundo Municipal Code to apply its enforcement options to violations of the Library Rules and facilitate the safe and efficient operation of the Library.

SECTION 2. *Amendment.* Section 7-6-1– Use of Vehicles for Human Habitation – of the El Segundo Municipal Code is hereby amended and will read as follows (deletions in ~~strikethrough~~ and additions in double underline):

Title 7 – NUISANCES AND OFFENSES
Chapter 6 – GENERAL OFFENSES

7-6-1 Use of Vehicles for Human Habitation

- A. Mobile Home, Campers: No person shall use or occupy or permit the use or occupancy of any mobile home, camper, house trailer or other recreational vehicle for human habitation, including, but not limited to, sleeping, eating or resting, on any public property, such as a street, park, beach, square, avenue, alley, public parking lot or public way, within the city between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M.
- B. Motor Vehicles: No person shall use or occupy or permit the use or occupancy of any motor vehicle for human habitation, including, but not limited to, sleeping, eating or resting, on any public property, such as a street, park, beach, square, avenue, alley, parking lot or public way, within the city, between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. For purposes of this section, "motor vehicle" shall mean any self propelled vehicle other than a house car, camper or trailer coach. For purposes of this section "habitation" shall mean the use of a motor vehicle for a dwelling place, and shall not mean the use of a motor vehicle for amelioration of sickness or other temporary physical disabilities causing an inability to operate such a motor vehicle.

SECTION 3. Amendment; Addition. Chapter 8 – Prohibited Camping – of the El Segundo Municipal Code is hereby added to Title 7 – Nuisances and Offenses – and will read as follows (deletions in ~~strikethrough~~ and additions in double underline):

Title 7 – NUISANCES AND OFFENSES
Chapter 8 – PROHIBITED CAMPING

7-8-1 Definitions

Unless the context requires otherwise, the following definitions apply to Chapter 8.

- A. “To camp” means to set up or to remain in or at a campsite.
- B. “Campsite” means any place where bedding, sleeping bag, or other material used for bedding purposes, or any stove or fire is placed, established, or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.

7-8-2 Sleeping, Lying, or Storing Personal Property on Sidewalks, Streets, Alleys, or Public Right of Way Prohibited

- A. No person may sleep, lie, or store personal property on public sidewalks, streets, alleyways, or public right of way at any time as a matter of

individual and public safety and to ensure compliance with pedestrian accessibility requirements.

- B. In addition to any other remedy provided by law, a person found in violation of this section may be immediately removed from the premises.

7-8-3 Camping Prohibited

No person may occupy a campsite in or upon any sidewalk, street, alley, lane, public right of way, park, bench, or any other publicly-owned property or under any bridge or viaduct, unless (i) otherwise specifically authorized by this Code or (ii) upon City Council resolution, the City Council may exempt a special event from the prohibitions of this section, if the City Council finds such exemption to be in the public interest and consistent with their goals and notices and in accordance with conditions imposed by the City Council. Any conditions imposed will include a condition requiring that the applicant provide evidence of adequate insurance coverage and agree to indemnify the City for any liability, damage or expense incurred by the City as a result of activities of the applicant. Any findings by the City Council shall specify the exact dates and location covered by the exemption.

7-8-4 Removal of Campsite on Public Property

Upon discovery of a campsite on public property, removal of the campsite by the Police Department, or designee, may occur under the following circumstances:

- A. Prior to removing the campsite, the City shall post a notice, 24-hours in advance.
- B. At the time a 24-hour notice is posted, the City shall inform a local agency delivering social services to homeless people of the location of the campsite.
- C. After the 24-hour notice period has passed, the Police Department, or designee, is authorized to remove the campsite and all personal property related thereto.

7-8-5 Disposition and Release of Personal Property

For purposes of this Chapter, "personal property" means any item reasonably recognizable as belonging to a person and having apparent utility or monetary value. Items having no apparent utility or monetary value and items in an unsanitary condition may be immediately discarded. Weapons, drug paraphernalia, items appearing to be stolen, and evidence of a crime may be retained as evidence by the Police Department, or

designee, until an alternate disposition is determined. All personal property removed from the campsite which is not retained, disposed of, or held as evidence shall be stored by the Police Department, or designee, for a minimum of 30 days, during which time it shall be reasonably available for and released to an individual confirming ownership.

7-8-6 Violation

Any violation of this Chapter shall subject the violating individual to such penalties, as authorized under the law or otherwise in this code, including without limitation, the penalties and enforcement mechanisms set forth in Chapters 1-2 and 1-2A. The foregoing notwithstanding, the City may also enforce violations of this Chapter as follows:

- A. A third violation of the same provision within one year shall result in a 30-day ban of the violating individual from the property in which the violation occurred. An individual who violates this 30-day ban is considered to be committing criminal trespass, punishable by a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment for not more than six (6) months or both.

SECTION 4. Amendment. Section 10-1-4 – Rules and Regulations – of the El Segundo Municipal Code is hereby amended and will read as follows (deletions in ~~strike through~~ and additions in double underline):

**Title 10 – PARKS AND RECREATION
Chapter 1 – PARK RULES AND REGULATIONS**

10-1-4: Rules and Regulations

- A. Park Rule One; Animals And Fowl: No person within any public park shall hitch, fasten, lead, drive or let loose any animal or fowl of any kind; provided, that this shall not apply to dogs when led by a cord or chain not more than six feet (6') long.
- B. Park Rule Two; Riding Or Driving Animals Or Vehicles: No person within any public park shall ride or drive any horse or other animal, or propel any vehicle, cycle or automobile, except in designated areas.
- C. Park Rule Three; Consumption Or Possession Of Intoxicating Liquor: No person shall drink any intoxicating liquor or possess an open container of an alcoholic beverage upon any street, sidewalk or parkway, park, playground, or in any public place, or in any place open to the patronage of the public, which premises are not licensed for the consumption of liquor on the premises.

- D. Park Rule Four; Injuring Structures, Vegetation: No person within any public park shall cut, break, injure, deface or disturb any tree, shrub, plant, rock, building, cage, pen, monument, sidewalk, paved area, fence, bench or other structure, apparatus or property; or, pluck, pull up, cut, take or remove any shrub, bush, plant or flower; or, mark or write upon, paint or deface in any manner, any building, monument, fence, bench, sidewalk, paved area or other structure.
- E. Park Rule Five; Removing Vegetation, Gravel: No person within any public park shall cut or remove any wood, turf, grass, soil, rock, sand, gravel or fertilizer.
- F. Park Rule Six; Water Restrictions: No person within any public park shall swim, fish in, bathe, wade in or pollute the water of any fountain, pond, lake or stream; provided, however, that nothing herein contained shall be construed as prohibiting the use for the purpose intended of any casting pool, wading pool or bathing pool, specially provided for the particular use.
- G. Park Rule Seven; Use Of Fires: No person within any public park shall make or kindle a fire except in picnic stoves or fireplaces provided for that purpose.
- H. Park Rule Eight; Camping: No person within any public park shall camp or lodge therein in accordance with the provisions of Chapter 8, Title 7 of this Code, except by permission in writing from the City Council.
- I. Park Rule Nine; Cooking: No person within any public park shall cook, prepare, or sell any food except at the places provided, or unless the City has issued a sidewalk vending permit or otherwise approved of such activities.
- J. Park Rule Ten; Waste Liquid Disposal: No person within any public park shall wash dishes or empty salt water or other waste liquids elsewhere than in the sinks provided for such purposes.
- K. Park Rule Eleven; Refuse Disposal: No person within any public park shall leave any garbage, cans, bottles, papers or other refuse elsewhere than in the receptacles provided therefor.
- L. Park Rule Twelve; Playing Games: No person within any public park shall play or engage in any baseball, softball, football, soccer ball, volleyball or other game excepting at such places as shall be especially designated or set apart for that purpose.
- M. Park Rule Thirteen; Gambling: No person within any public park shall play or bet at or against any game which is played, conducted, dealt or carried on with cards, dice or other device for money, chips, shells, credit or any other

representative of value, or maintain or exhibit any gambling table or other instrument of gambling or gaming.

- N. Park Rule Fourteen; Indecent Conduct; Disturbing Peace: No person within any public park shall indulge in riotous, indecent conduct, or abusive, threatening, profane or indecent language or operate any radio or musical instrument in such a manner as to disturb in any manner any picnic, meeting, services, concert, exercise or exhibition.
- O. Park Rule Fifteen; Disturbing Concerts, Meetings: No person within any public park shall disturb in any manner any picnic, meeting, services, concert, exercise or exhibition.
- P. Park Rule Sixteen; Distribution Of Handbills, Matter: No person within any public park shall distribute any handbills or circulars, or post, place or erect any bills, notice, paper or advertising device or matter of any kind.
- Q. Park Rule Seventeen; Hours Of Operation: No person shall remain, stay or loiter in any public park between the period commencing at ten o'clock (10:00) P.M. on any day and ending one hour before sunrise of the following day, except by special written permission of either the City Council or the Director of Recreation, Parks, and Library.
- R. Park Rule Eighteen; Permission To Hold Meetings, Concerts: No person within any public park shall hold any meeting, service, concert, exercise or exhibition without first obtaining written permission from the City Council to do so.
- S. Park Rule Nineteen; Permission For Certain Groups: No person, company, society, organization, gathering or group of more than twenty five (25) persons shall hold or conduct any picnic, celebration, parade, service, exercise, gathering, assembly or meeting in any public park within the City without first obtaining a written permit to do so from the Recreation, Parks, and Library Department, and no person shall attend, take part in or be a participant in any such picnic, celebration, service, exercise, gathering, assembly or meeting in the public park, unless such permission has been first obtained.
- T. Park Rule Twenty; Women's Restroom Restricted: No male person over eight (8) years of age shall enter or use any toilet or restroom for women in any public park.
- U. Park Rule Twenty Two; Reserved Signs, Removal: No person within any public park shall remove from any park equipment any sign indicating that the equipment is reserved.

- V. Park Rule Twenty Two; Reserved Tables, Space Or Facility: No person within any public park shall use or attempt to use or interfere with the use of any table, space or facility in the park which at the time is reserved by written reservation then in effect issued to or for any other person; provided, however, that all the reservations shall specify the period covered by same and shall be subject to cancellation by the Recreation, Parks, and Library Department. Unless the actual use of the table, space or facility referred to in any reservation is commenced within thirty (30) minutes after the period covered by the reservation begins, the reservation shall thereupon be void and all rights under the reservation may be cancelled by the Recreation, Parks, and Library Department.

SECTION 5. *Amendment.* Section 10-3-11 – Rules and Regulations – of the El Segundo Municipal Code is hereby amended and will read as follows (deletions in ~~striketrough~~ and additions in double underline):

**Title 10 – PARKS AND RECREATION
Chapter 3 – BEACH REGULATIONS**

10-3-11 Rules and Regulations

A. Alcoholic Beverages; Intoxication:

1. Possession Or Consumption Prohibited: No person shall enter, be or remain on any beach while in possession of, transporting, purchasing, selling, giving away or consuming any alcoholic beverage.
2. Intoxicated Persons: An intoxicated person in an intoxicated condition shall not enter, remain on, or be on any beach.

B. Animals:

1. Bringing To Beach Prohibited: No person shall maintain or bring on any beach nor bring into the waters of the Pacific Ocean adjacent to any beach, any cattle, horse, mule, goat, sheep, swine, dog, cat or other animal of any kind, whether such animal is leashed or unleashed.
2. Riding Horses, Other Animals: No person shall ride a horse, mule, burro, or donkey, or other similar animal, or lead such animal on, upon, along any beach or in or along the waters of the Pacific Ocean adjacent to any beach.

- C. Ball Regulations: No person shall cast, toss, throw, kick, or roll any ball, tube or any light object other than inflated rubber balls not less than ten inches (10") in diameter upon or over any beach regulated by this Chapter or upon or over any waters of the Pacific Ocean opposite such beach.

- D. Bathing, Swimming: No person shall swim, bathe, or immerse himself in the waters of the Pacific Ocean opposite any beach regulated by this Chapter more than two hundred (200) yards from shore except:
1. A person who is the owner of a vessel, or who acts at the request of such owner while engaged in servicing or repairing such vessel, and then only in the immediate area of such vessel.
 2. A person engaged in the sport commonly known as aquaplaning, water skiing, or any derivations thereof; provided, that such person is at all times wearing a safety belt approved by the Director.
 3. A skin diver equipped with swim fins and a face plate if at all times he maintains within fifty (50) yards of himself a boat or a surf mat, paddleboard or surfboard upon which there is a rectangular flag twelve inches by fifteen inches (12" x 15"), orange-red in color with a white diagonal stripe three inches (3") wide running from one corner to the diagonally opposite corner. The flag shall be flown high enough so as not to touch the water.
 4. No person shall surf more than fifty (50) yards beyond the farthest breaking wave when such farthest breaking wave is more than one hundred fifty (150) yards from shore.
- E. Boating: No person shall operate any vessel within three hundred (300) yards of the shoreline of any beach regulated by this Chapter except when necessary in taking it to or from its lawful mooring place or when necessary in the case of emergency, or upon special permit issued by the City Council.
- F. Disturbance: No person shall disturb the peace and quiet of any beach by:
1. Any unduly loud or unusual noise; or
 2. By tooting, blowing, or sounding any automobile siren, horn, signal or noise-making device; or
 3. By any tumultuous conduct; or
 4. By the use of any vulgar, profane or indecent language.
- G. Fires: No person shall light or maintain any fire on any beach.
- H. Flora And Turf: No person shall dig, remove, destroy, injure, mutilate, or cut any tree, plant, shrub, bloom or flower, or any portion thereof, growing on the beach. No person shall remove any wood, turf, grass, soil, rock, sand or gravel from the beach.
- I. Glass, Bottles: No person shall place, throw, leave, keep or maintain any bottle, glass, crockery, sharp or pointed article or thing in such a manner that any person on a beach is or may be cut, pricked, or in any way injured thereby.

- J. Guy Wires: No person shall fasten or maintain any guy wire, guy rope or exterior bracing or support of any tent, lodge, shelter or structure between it or any portion thereof, and any structure, stake, rock or thing outside of such tent, lodge, shelter or structure.
- K. Inflated Equipment: No person shall use in the Pacific Ocean opposite any beach regulated by this Chapter, any inflated equipment of any kind except a standard surf mat which is:
1. Constructed of a durable material with a nonslippery surface;
 2. So constructed that, when inflated for use, it will not fold in any direction;
 3. Not smaller than twenty four inches by forty inches (24" x 40");
 4. Not larger than thirty inches by sixty inches (30" x 60");
 5. Equipped with a safety rope.
- L. Loitering: No person shall loiter on any beach at any time between the hours of twelve o'clock (12:00) midnight and six o'clock (6:00) A.M.
- M. Overnight Use And Camping: No person shall camp on or use for overnight sleeping purposes any beach or bring a house-trailer or similar vehicle onto any beach accordance with the provisions of Chapter 8, Title 7 of this Code.
- N. Pollution:
1. Oil:
 - a. No person shall deposit, place, throw, divert, or in any manner dispose of, or cause or permit to be deposited, placed, thrown, diverted, or in any manner disposed of, any crude petroleum, refined petroleum, engine oil, or any oily byproduct thereof or any tar or any product containing tar, or any oily substance into the waters of the Pacific Ocean, or into or upon the waters of any lagoon, bay, inlet, or tributary thereof; or deposit, place, throw, divert, or in any manner dispose of any crude petroleum, refined petroleum, engine oil, or any oily byproduct thereof, or any tar, or any product containing tar, or any oily substance upon any beach, tideland, or submerged land, or any portion thereof.
 - b. No person shall deposit, place, throw, divert, keep, maintain, or in any manner dispose of, or cause or permit to be deposited, placed, thrown, diverted, kept, maintained, or in any manner disposed of any crude petroleum, refined petroleum, engine oil, or any oily byproduct thereof, or any tar, or any product containing tar or any oily substance into, along, or upon any land, premises, or place in such a manner that the same, or any portion thereof, may run or be transferred or carried to, or be in any manner deposited upon or conveyed to any beach, tideland or submerged land, or any portion thereof, or into or upon the waters of the Pacific Ocean, or into or upon the waters of any lagoon, bay, inlet, or tributary thereof.

2. Other: No person shall deposit, place, throw, or in any manner dispose of any dead animal or any portion thereof, or any vegetable or animal matter, or any offal, night soil, manure, rubbish, trash, garbage, or any decaying or putrid matter, material or substance which might decay or become putrid, or any matter, material or substance which is or might become injurious to health or which is or might become a nuisance or offensive to the senses of any person coming in proximity thereto, into the waters of the Pacific Ocean, or into the waters of any lagoon, bay, inlet or tributary thereof, of, in, upon, or along any beach, tideland, or submerged land, or any portion thereof, or keep or maintain or cause or permit to be kept or maintained upon any premises or in or at any place, any article, substance, or thing hereinabove in this Section enumerated, in such manner that any such article, substance or thing, or any portion thereof may be transferred or carried to, or be in any manner deposited upon or conveyed to any beach, tideland, or submerged land, or any portion thereof, or into or upon the waters of the Pacific Ocean, or into or upon the waters of any lagoon, bay, inlet or tributary thereof.
- O. Buildings And Structures:
1. Recreation Building: No person shall use any recreation building at any time except between the hours of eight o'clock (8:00) A.M. and twelve o'clock (12:00) midnight of any day except upon written permit from the Chief of Police.
 2. Structures And Facilities: No person, other than a duly authorized employee of the City, in the performance of his duties shall:
 - a. Cut, break, injure, deface or disturb any rock, building, cage pen, monument, sign, fence, bench, structure, apparatus, equipment or property on a beach, or any portion thereof;
 - b. Mark or place thereon or on any portion thereof, any mark, writing, or printing;
 - c. Attach thereto any sign, card, display or other similar device.
- P. Rubbish: No person shall throw, place or dispose of any garbage refuse, or can in any place on a beach or into or upon the waters of the Pacific Ocean other than into a garbage can or other receptacle maintained there for that purpose. No person shall throw, place or dispose of, any waste paper or combustible refuse in any place on a beach or into or upon the waters of the Pacific Ocean other than into a receptacle maintained for that purpose.
- Q. Shelters: No person shall erect, maintain, use or occupy on a beach any tent, lodge, shelter or structure unless such tent, lodge, shelter or structure shall have two (2) sides thereof entirely open, and unless there shall be an unobstructed view into such tent, lodge, shelter, or structure from the outside thereof on at least two (2) sides thereof.

- R. Shooting: No person shall discharge or shoot any firearms, air gun, slingshot or bow and arrow anywhere on a beach.
- S. Solicitation: No person shall solicit in any manner or for any purpose, or sell or offer for sale, any goods, wares or merchandise, or distribute or pass out any handbills, advertising matter or literature on a beach.
- T. Surfboards, Surf Mats, Paddleboards:
1. Waters Restricted:
 - a. No person shall use, possess or operate in the waters of the Pacific Ocean opposite any beach regulated by this Chapter any object commonly known as a surfboard, paddleboard or similar device (but not including surf mats and belly boards) at such times when said waters are restricted for swimming and bathing only.
 - b. Such restrictions shall be effective when a yellow flag having dimensions of not less than two feet by two feet (2' x 2') and having a solid black circle in the center (commonly known as a "blackball flag") is prominently displayed from a lifeguard tower, lifeguard station, pier or similar structure under the control of the City. At such times as the blackball flag is displayed, swimming and bathing only shall be permitted in the waters of the Pacific Ocean opposite those areas of the beach within two hundred (200) yards of the point of display of said blackball flag; provided, however, that where said blackball flag is displayed from consecutive operational lifeguard towers, lifeguard stations and similar structures under the control of the City along a beach regulated by this Chapter, then all waters of the Pacific Ocean opposite said beach shall be restricted to swimming and bathing only.
 - c. Such restrictions shall also be indicated by pairs of red flags put in place by the chief of police. At such times as said red flags are displayed, swimming and bathing only shall be permitted in the waters of the Pacific Ocean opposite those areas of the beach lying between a given pair of such red flags.
 2. Distances From Shore: No person shall use, possess or operate in the waters of the Pacific Ocean opposite any beach regulated by this chapter any object commonly known as a surf mat, paddleboard, belly board, surfboard, or similar device except within two hundred (200) yards from shore or seventy five (75) yards seaward of the point at which the average wave is breaking, whichever distance is greater, or when used by a skin diver to hold a flag required by subsection D of this section.
 3. Near Other Persons: No person shall bring or permit or allow in the waters of the Pacific Ocean opposite any beach regulated by this chapter any object commonly known as, or used as, a paddleboard or

surfboard, within one hundred feet (100') of any person in the waters thereof who was not at the time using or possessing a similar object.

4. Area For Exclusive Use: Notwithstanding any provision of this section, the chief of police may from time to time designate certain areas to be used exclusively by persons using surfboards and paddleboards. Such designation may be revoked at any time and the area covered by any such designation may be enlarged or reduced at any time. No person shall swim or bathe in the waters of the Pacific Ocean included in an area so designated except while using a surfboard or paddleboard or as is necessary in order to use a surfboard or paddleboard.
5. Leaving Area During Restriction: A person in violation of the restrictions set forth in this subsection shall not fail, refuse or neglect to leave the waters of the Pacific Ocean opposite any beach regulated by this chapter when such restrictions are in force.

U. Nudity And Disrobing:

1. No person shall appear, bathe, sunbathe, walk, change clothes, disrobe or be on any beach in such manner that the genitals, vulva, pubis, pubic symphysis, pubic hair, buttocks, natal cleft, perineum, anus, anal region or pubic hair region of any person, or any portion of the breast at or below the upper edge of the areola thereof of any female person, is exposed to public view, except in those portions of a comfort station, if any, expressly set aside for such purpose.
2. This subsection shall not apply to persons under the age of ten (10) years, provided such children are sufficiently clothed to conform to accepted community standards.
3. This subsection shall not apply to persons engaged in a live theatrical performance in a theater, concert hall, or similar establishment which is primarily devoted to theatrical performances.

- V. Smoking Prohibited: It is unlawful to smoke on any public beach within the city of El Segundo. For the purpose of this section, "smoking" means inhaling, exhaling, burning, or carrying any lighted cigarette, cigar or pipe. For the purpose of this section, "beach" does not include parking lots or roadways.

SECTION 6. *Amendment.* Section 9-7-2– Public Library – of the El Segundo Municipal Code is hereby amended and will read as follows (deletions in ~~strikethrough~~ and additions in double underline):

- A. There is hereby established in and for the City, a public library to be known as the "El Segundo Public Library."
- B. The El Segundo Board of Library Trustees is authorized and directed to adopt El Segundo Library Rules of Conduct, which are incorporated by reference into this code. The Rules of Conduct will be subject to

enforcement as authorized under applicable laws, including without limitation this code and the terms of the Rules of Conduct.

SECTION 7. *Environmental Assessment.* The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”), pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. In the alternative, the City Council finds that the Ordinance falls within the “common sense” exemption set forth in State CEQA Guidelines section 15061, subdivision (b)(3), which exempts activity from CEQA where “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” Here, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment because the Ordinance simply strikes an outdated reference to an overruled Ninth Circuit decision; it will not result in any development or in any new activity with the potential to impact the environment.

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

SECTION 9. *Effective Date.* This Ordinance shall become effective thirty (30) days after adoption.

SECTION 10. *Publication.* The City Clerk is directed to certify the passage and adoption of this Ordinance causing it to be posted as required by law.

PASSED AND ADOPTED this ____ day of _____, 2024.

Drew Boyles, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM

By: _____
Mark D. Hensley, City Attorney



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Staff Presentations

Item Number: D.17

TITLE:

Agreement with Nationwide Environmental Services for Citywide Street Sweeping Services

RECOMMENDATION:

1. Waive the formal bidding and authorize the City Manager to execute a new five-year agreement with Nationwide Environmental Services for a total amount not to exceed \$2,817,235.28 for citywide street sweeping services pursuant to ESMC § 1-7-9(A) and appropriate \$306,000 funding to the FY 2024-25 budget to expenditure account 001-400-4201-6206.
2. Alternatively, the City Council may authorize the City Manager to execute an amendment to Agreement No. 5758 with Nationwide Environmental Services to extend the term for six months, with the addition of a prevailing wage requirement, which would require an additional appropriation of \$153,000 for FY 2024-25. During the six-month extension, staff would issue a request for proposals for street sweeping services and return to City Council with a proposed agreement.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The cost for the first year of service under the new agreement would be \$522,444 (\$492,444, plus a contingency of \$30,000). Funds were not included in the adopted FY 2024-25 budget and require additional appropriation from the General Fund Reserves. The budget breakdown is as follows:

Amount Budgeted: \$217,000

Additional Appropriation: \$306,000 (Includes \$30,000.00 for contingency)

GL Account #: 001-400-4201-6206

Fiscal Impact for the future four fiscal years from FY 25-26 to FY 28-29 is \$2,294,792

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September 3, 2024
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(Including \$30,000.00 per year for contingency). Funds for years 2-5 will be included in the proposed fiscal year budgets.

BACKGROUND:

Efficient and effective street sweeping is a key component of any street maintenance program. It protects public health and safety and is required by law under the National Pollutant Discharge Elimination System (NPDES) Permit issued by the State Water Resources Control Board to all public agencies under the Federal Clean Water Act.

Nationwide Environmental Services is a family and women-owned business that has been providing sweeping services to the city for many years. The City of El Segundo first contracted with Nationwide Environmental Services (Nationwide - formerly Joe's Sweeping) in 1994 (Agreement No. 2347). The agreement was amended for three years in both 1997 and 2000. On July 2, 2003, the City executed a new agreement with Nationwide (Agreement No. 3168) for a three-year term through June 30, 2006. Agreement No. 3168 was amended on May 6, 2006 for a three-year term through June 30, 2009.

In 2009, just prior to the expiration of their contract, the City released a request for proposals (RFP) to obtain proposals from qualified vendors for street sweeping services. The bids received at that time were substantially higher than the City's contracted rates with Nationwide. Staff also investigated whether the services could be provided at a lower rate by "piggybacking" onto a neighboring local government contract. The lowest rate found was 40 percent higher than Nationwide's rates. Ultimately, the City decided to amend Agreement No. 3168 for an additional five years through September 30, 2014.

On October 1, 2014 the City executed an amendment to Agreement No. 3168 with Nationwide for a five-year term through September 30, 2019, with an option to renew for an additional five years. On September 30, 2014 the City executed Agreement No. 5758, a new five-year agreement with Nationwide through September 30, 2024. This is the current sweeping contract, and is included as an attachment.

The current agreement with Nationwide expires on September 30, 2024. Staff investigated the situation and has determined that a new agreement with Nationwide would be more economical than issuing an RFP, but also reflects the high level of service provided over the last 30 years. The annual cost of service during this final year of the Nationwide agreement is \$216,603.81, not including fuel surcharges. The current agreement does not require the payment of prevailing wage rates. However, as more fully discussed below, during the term of the City's agreement with Nationwide, the Department of Industrial Relations (DIR) opined that street sweeping services are subject to prevailing wages. Therefore, the staff recommends that the new agreement require the payment of prevailing wages.

DISCUSSION:

Their drivers are familiar with all the city’s streets and public parking lots. Public works operational staff has a collaborative working relationship with Nationwide and believes it is in the City’s best interest to continue that relationship. The proposed five-year renewal contract maintains all terms and conditions from the 2019 agreement (attached), except for the addition of the prevailing wage requirement.

Historically, street sweeping services were not subject to prevailing wage requirements. However, on October 4, 2021, DIR issued a comprehensive written opinion for the City of Elk Grove concluding that street sweeping services fall within the definition of “public work” and, therefore, are subject to prevailing wage requirements. Although DIR opinions are technically not binding, they can be persuasive to the courts. In addition, the penalties for failing to comply with prevailing wage requirements are very significant. For these reasons, the City Attorney’s Office recommends that the city proceed in accordance with the DIR opinion.

The prevailing wage requirement radically affects the price of the services. The cost for the first year of service under the new agreement would be \$492,444, plus a contingency of \$30,000, for a total amount not-to-exceed amount of \$522,444. This equates to \$52.83 per curb mile. The rates for the subsequent four years of the agreement are subject to an annual four percent increase on each contract anniversary (October 1) to address future cost-of-living adjustments. The contingency is set annually at \$30,000 for a total of \$150,000 over the five-year term of the agreement. This contingency amount will allow cost coverage for potential fuel surcharge costs capped at a negotiated 5.2 percent of the monthly base rate and a negotiated base price of \$4.79 per gallon (CNG fuel). The cost of service for each of the five years of the agreement would be as follows:

YEAR	Annual Base Rate	Monthly Base Rate
24/25	\$492,444.00	\$41,037.00
25/26	\$512,141.76	\$42,678.48
26/27	\$532,627.43	\$44,385.61
27/28	\$553,932.40	\$46,161.03
28/29	\$576,089.69	\$48,007.47

Although these rates are significantly higher than what the city has been paying for the same service, they are highly competitive compared to other cities that have switched to the prevailing wage requirement. For example, in July 2023, our neighboring city, Manhattan Beach, went out to bid for citywide street sweeping services. The size and scope of work detailed in the RFP was similar to our current sweeping agreement with Nationwide. Manhattan Beach only received two bids from sweeping companies. The selected proposal included prevailing wages and detailed first year cost totals of \$713,227 and costs per curb mile of \$58.50, compared to Nationwide's first year costs of \$492,444 and per curb mile costs of \$52.83. These costs are significantly more

expensive than those proposed by Nationwide for their proposed contract extension.

The prevailing wage requirement remains potentially in flux to some degree and, for that reason, the proposed agreement with Nationwide will include special provisions requiring renegotiation in the event circumstances change. The first potential change is on the legislative front. There is a movement to get a bill in front of the Legislature that would make it clear that street sweeping does *not* fall within the definition and, therefore, is *not* subject to prevailing wage. Second, the only “street sweeping” wage currently published by DIR is at a rate of \$96.25 per hour. This is the rate the proposed Nationwide agreement is based upon, as utilizing a different rate would involve significant risk if deemed improper by DIR. The published rate falls under an “engineering” category per DIR and, we believe, is appropriate only for specialized street sweeping services of a type used to clean newly constructed freeways. That service involves more specialized equipment and more skilled labor. The City Attorney’s Office is in the early stages of coordinating with the League of California Cities, and perhaps other cities directly, to seek a wage determination from DIR more appropriate for the common type of street sweeping services that all cities must utilize. In the event that either (i) the Legislature amends the law to clarify that street sweeping is not subject to prevailing wage, or (ii) DIR publishes a lower wage rate for these services, Nationwide will be obligated to immediately renegotiate the terms of the contract accordingly. If the parties are unable to reach a mutually acceptable agreement on new terms, the city will have the option of terminating the agreement and engaging a different service provider or issuing an RFP.

After careful consideration and cost reduction negotiations, staff respectfully recommends that the City Council waive the formal bidding requirement pursuant to El Segundo Municipal Code (ESMC) § 1-7-9(A) and authorize the City Manager to execute a five-year agreement with Nationwide, with a five-year extension option, for citywide street sweeping services in an amount not to exceed \$2,817,235.28, including an annual contingency amount of \$30,000 for unforeseen services and/or potential fuel surcharges. Staff believes the bidding waiver finding that “the City’s best interests are served by a direct contract award without a competitive bidding process,” under ESMC § 1-7-9(A), can be made in light of the City’s 30-year relationship with Nationwide, Nationwide’s historical and thorough knowledge of El Segundo’s streets, and staff’s continuous exploration of alternative pricing.

Alternatively, if City Council seeks to pursue a competitive bidding process, City Council may authorize a six-month extension to Agreement No. 5758 and direct staff to issue a request for proposals for street sweeping services and return to City Council with a proposed agreement.

CITY STRATEGIC PLAN COMPLIANCE:

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

Consent Agenda
September 3, 2024
Page 5 of 5

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

Goal 2: Support Community Safety and Preparedness

Objective 2A: El Segundo is a safe and prepared community.

PREPARED BY:

Daniel Pankau, Environmental Programs Manager

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Agreement No. 5758 with Nationwide Environmental Services
2. Nationwide Environmental Services Proposal - July 3, 2024

**AGREEMENT FOR STREET SWEEPING SERVICES
BETWEEN
THE CITY OF EL SEGUNDO AND
JOE’S SWEEPING, INC., dba NATIONWIDE ENVIRONMENTAL SERVICES**

THIS STREET SWEEPING AGREEMENT (“Agreement”) is made and entered into this 30th day of September, 2019, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation (“CITY”) and JOE’S SWEEPING, INC., a California corporation, dba NATIONWIDE ENVIRONMENTAL SERVICES (“CONTRACTOR”). The Parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR for its services as follows:
 - i. For the first year of the agreement (2019/20), an annual base rate of \$204,370.60 and a monthly base rate of \$17,030.88;
 - ii. For the second year of the agreement (2020/21), an annual base rate of \$204,370.60 and a monthly base rate of \$17,030.88;
 - iii. For the third year of the agreement (2021/22), an annual base rate of \$210,401.51 and a monthly base rate of \$17,533.46;
 - iv. For the fourth year of the agreement (2022/23), an annual base rate of \$216,603.81 and a monthly base rate of \$18,050.32;
 - v. For the fifth year of the agreement (2023/24), an annual base rate of \$216,603.81 and a monthly base rate of \$18,050.32.

2. TERM; OPTIONS TO EXTEND. The term of this Agreement will be from October 1, 2019 to September 30, 2024. CITY may extend the term of this Agreement by written notice to the CONTRACTOR no later than 30 days before the expiration of the term of this Agreement.

3. SCOPE OF SERVICES.

- A. CONTRACTOR will perform services listed in the attached Exhibit A.
- B. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary

or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

C. **FUEL PRICING ADJUSTMENT.** It is agreed that fuel used by CONTRACTOR constitutes 17% of its total operating costs. It is agreed that the baseline monthly fuel cost for CNG fuel is \$3.38 per gallon. The Fuel Pricing Adjustment is calculated according to the following formula:

$$\text{Fuel Pricing Adjustment} = 0.17 \times \text{Base Average Monthly Payment} \times [(\text{Average Monthly Fuel Cost}/\$3.38) - 1]$$

The Average Monthly Fuel Cost is the average price of fuel per gallon of CNG purchased by CONTRACTOR for performance of this Agreement (and solely within CITY's jurisdictional boundaries) in the month for which payment is invoiced. The Fuel Pricing Adjustment cannot exceed 8.5% of the Base Monthly Payment. The total Fuel Pricing Adjustments in any year cannot exceed 8.5% of the of the Annual Total of Base Monthly Payments. Fuel Pricing Adjustment cannot be compounded from month to month. The Public Works Director may approve, partially approve or deny the Fuel Pricing Adjustment.

i. Example. In the first month of the first year of the contract term the average price of fuel is \$3.38 per gallon. MONTHLY PAYMENT = \$17,030.88 + 0.17 X \$17,618.51 X (\$3.48/\$3.38-1) = \$17,116.54

ii. Example. In the second month of the first year of the contract term the average price of fuel is \$3.28 per gallon. MONTHLY PAYMENT = \$17,030.88 + 0.17 X \$17,030.88 X (\$3.28/\$3.38-1) = \$16,945.23

iii. Example. The maximum monthly payment in the first year (as increased by the maximum fuel pricing adjustment) is \$17,030.88 + 8.5% = \$18,478.51. The maximum total of payments in the first year is \$204,370.60 + 8.5% = \$221,742.10

iv. Example. The minimum monthly payment in the first year, as decreased by the maximum fuel pricing adjustment is \$17,030.88 - 8.5 % = \$15,583.26. The minimum total of payments in the first year is \$204,370.60 - 8.5% = \$186,999.10

4. **PREVAILING WAGES.** – N/A.

5. **PAYMENTS.** For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit a detailed invoice to CITY.

6. **FAMILIARITY WITH WORK.**

A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR

has

- i. Thoroughly investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR’s own risk until written instructions are received from CITY.

7. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88, or equivalent. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.
- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance

evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

8. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 7 of this Agreement; and
- B. CITY gives CONTRACTOR a written Notice to Proceed.
- C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

9. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.
- B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.
- C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

10. INDEMNIFICATION.

- A. **CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees and penalties), injuries, or liability, arising out of this**

Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.
- C. CONTRACTOR expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.
- D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- E. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by this Agreement, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

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

12. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

To CITY: Ken Berkman
 City of El Segundo
 350 Main Street
 El Segundo, CA 90245

To CONTRACTOR: Ani Samuelian
Nationwide Environmental Services
11914 Front Street
Norwalk, CA 90650
Ani@nes-sweeping.com

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.

14. **WAIVER.** A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

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

17. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

18. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

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

20. **AUTHORITY/MODIFICATION.** This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement.

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

22. EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its exhibits, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

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

24. ENTIRE AGREEMENT. This Agreement and its exhibit(s) constitute the sole agreement between CONTRACTOR and CITY respecting the services described in scope of work. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF EL SEGUNDO
a general law city.

Scott Mitnick (for SM)
Scott Mitnick,
City Manager

JOE'S SWEEPING, INC. -

Ani Samuelian
By: Ani Samuelian
Its: President

ATTEST:

Tracy Weaver
Tracy Weaver,
City Clerk

Taxpayer ID No. 95-4251996

Contractor State License No. N/A

Contractor City Business

License No. 12786

APPROVED AS TO FORM:

Mark D. Hensley FA
Mark D. Hensley,
City Attorney

Insurance Reviewed by: [Signature]
8-27-19

EXHIBIT A

City of El Segundo
Street sweeping Specifications

Page 1

SCOPE OF THE WORK

- A. Work to be performed: The purpose of this contract will be to provide a thorough, timely, and responsive sweeping of streets and alleys. These specifications will be interpreted toward that purpose.

The work to be done under this contract includes furnishing of all labor, material, equipment, tools, and any other incidental expense necessary to perform the following services for the City of El Segundo:

1. Unless otherwise provided, the Contractor *will* sweep *City* streets, alleys and parking lots of all debris and refuse for a period of five (5) years.
 2. Parking lots, streets and alleys in the downtown area, including medians and intersections, must be swept one (1) time each week according to the schedule provided by the Street Maintenance Supervisor.
 3. Additional sweeping, for which the Contractor is entitled to additional compensation as provided in Section IV (a), may be required as follows:
 - a. Emergency Sweeping. Contractor must respond within one (1) hour to emergency requests for cleanup.
 - b. Special Events. Contractor must provide street sweeping for special events (such as parades, street fairs, etc.) After receiving appropriate notice from the City.
 4. Disposal of Sweeping Debris and Refuse. Contractor must dump debris and refuse collected from City streets at a site provided by the City. Site will be located at the City of El Segundo Maintenance Facility, 150 Illinois Street, and El Segundo. Hauling and disposal of collected refuse from the disposal site is the responsibility of the City.
 5. Water. City will provide sufficient water for the street sweeping equipment necessary to comply with these specifications. Contractor to make arrangements with the Water/Wastewater Division for available fire hydrants. The Contractor must take measures to. Avoid wasting water and conserve wherever and whenever possible in operations.
 6. Daily Statement. Contractor must submit a daily statement reporting total loads of debris and refuse hauled to dumpsite. Contractor must also submit a daily statement reporting sweeper miles.
- B. Working Hours.
1. Business districts must be swept between the hours of 3:00 a.m. And 7:00 a.m. In accordance with the schedule provided by the Street Maintenance Supervisor.

2. Residential districts must be swept between the hours of 7:00 a.m. and 1:00 p.m. in accordance with the schedule provided by the Street Maintenance Supervisor.
- C. Equipment and Use of Equipment. Contractor's street sweeping equipment must meet the following requirements:
1. Street sweeping equipment and performance must comply with the highest standards of the industry. Sweeper speed and broom pattern must follow manufacturer's recommendations.
 2. Contractor must use standard heavy street sweeping equipment as needed to clean the City streets of paper, dirt, rocks, leaves and debris.
 3. Contractor. Must use equipment deemed acceptable by express written approval of the Director of Public Works. Equipment must comply with all appropriate Federal and State Regulations including meeting all current Air Quality Management District regulations.
 5. Contractor's equipment is subject to inspection by the Director of Public Works, or designee. Upon written notification that any equipment does not comply with the City's standards, the contractor must remove such equipment from service and not again use unless inspected and approved in writing by the Director of Public Works.
- D. Public Relations.
1. Contractor is required to have radio-equipped street sweepers or a supervisor available by telephone on a twenty-four (24) hour basis who is assigned to provide direct and prompt attention to requests from the City for emergency service.
 2. Contractor must, in person or through its agent, investigate any complaint which may concern, or be involved in, the performance of the contract. Contractor will report to the Director of *Public Works*, or *designee*, the following working day as to the action taken with reference to the complaint and, when necessary, complete the Service Request form which will remain on file at City Hall. Complaints received before noon must be answered the same day; complaints received after noon may be answered the following day.
- E. Sweeping Routes. City will provide Contractor with schedule and map delineating those districts within the City marked for sweeping Monday through Friday inclusive. The sweeping schedule must be maintained unless a change therein is first approved in writing by the Director of Public Works and notice is given as provided below.
- F. Failure to Sweep. Should the Contractor fail to sweep, or should the City temporarily exclude streets from sweeping (i.e., streets that are closed for construction activity), the City will deduct from the Contractor's next monthly payment a sum of money equal to the number of hours not swept, divided by the number of hours to be swept during the month, times the monthly payment.

- G. Office for Inquiries and Complaints. The Contractor will maintain an office at a fixed location and maintain a telephone. The telephone number must be listed in the telephone directory in the contractor's name. A contractor representative must be available to answer the phone between the hours of 8:00a.m. And 5:00p.m. each working day. The telephone number of a designated employee, available between 5:00 p.m. And 8:00 a.m. For emergency calls and complaints, must be furnished the Director of Public Works. The contractor must maintain a written log of all complaints including a description of what action was taken or the reason for non-action. The log is City property, a public record, and opens to the City's scrutiny.

The Contractor must make every commercially reasonable effort to respond to complaints on the same day they are received and must report to the Director of Public Works within twenty-four (24) hours as to the action taken concerning each complaint.

City of El Segundo
Street Sweeping Specifications

CITY OPERATED PARKING LOTS

LOCATION / DESCRIPTION OF LOTS	DIMENSIONS	ANNUAL SQ. FT.
1. N/W of Richmond St. and Franklin Ave.	125' x 140'	910,000
2. E of Main St. between Pine Ave. and Holly Ave.	50' x 140'	364,000
3. S/W of Main St. and Mariposa Ave.	100' x 140'	728,000
4. S/E of Standard St. and Holly Ave.	75' x 140'	546,000
5. N of Grand Ave. between Main St. and Standard St. (3 Lots Police & Fire)	80' x 150' 130' x 130' 100' x 140'	624,000 878,800 728,000
6. N/W Corner of Grand Ave. and Eucalyptus St.	40' x 130'	270,400
7. El Segundo Recreational Park (North Parking Lot)	150' x 335'	2,613,000
8. El Segundo Recreational Park (South Parking Lot)	70' x 700'	2,548,000
9. Water Division, 400 Lomita St.	70' x 250'	910,000
10. Water Division Parking Structure (Roof Lot)	130' x 200'	1,352,000
11. El Segundo Maintenance Facility, 150 Illinois St. (City Yard)	70' x 250'	910,000
	Total Annual Square Feet	13,382,200

CITY OF EL SEGUNDO

Streets, Alleys, and
Parking Lot Sweeping

FEE SCHEDULE

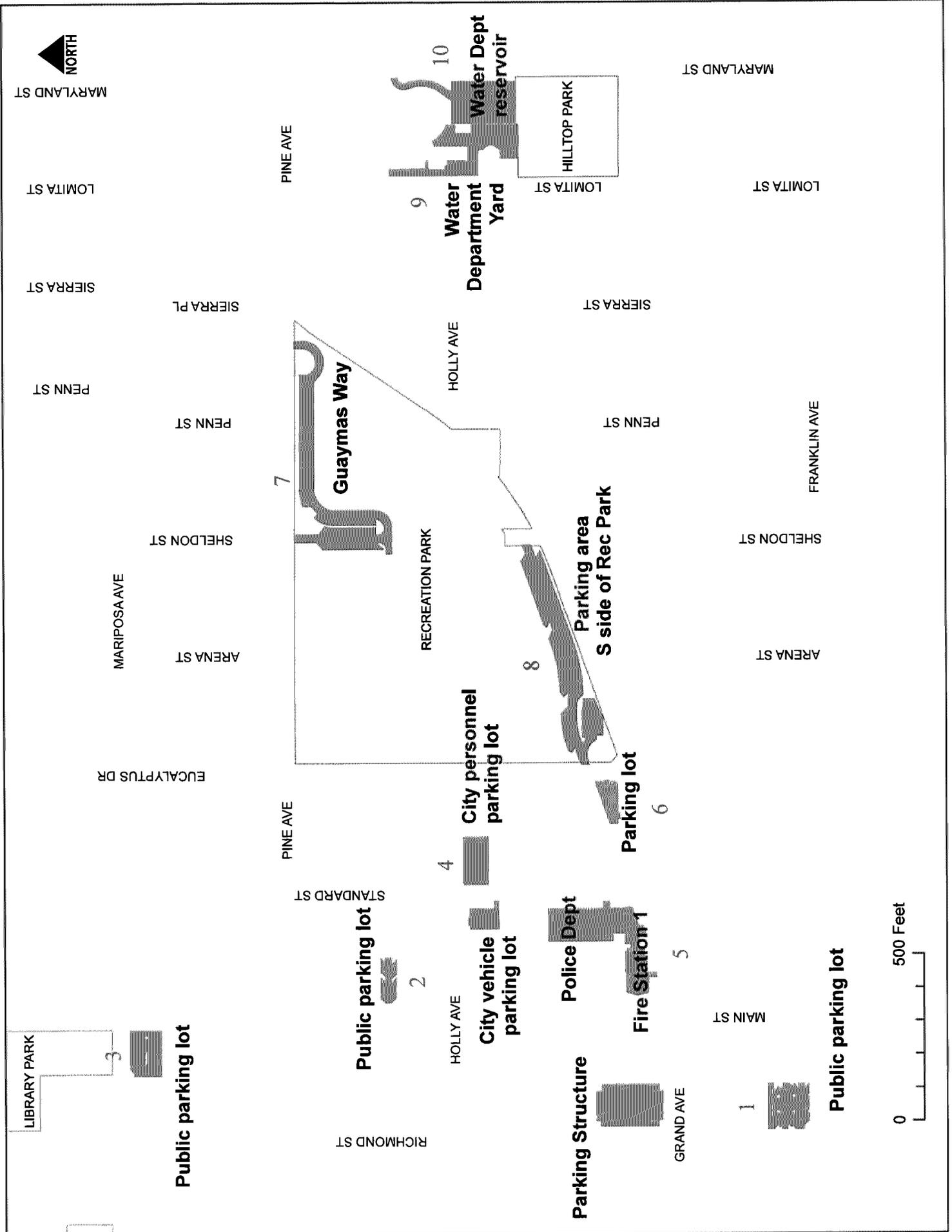
Term: Five (5) years

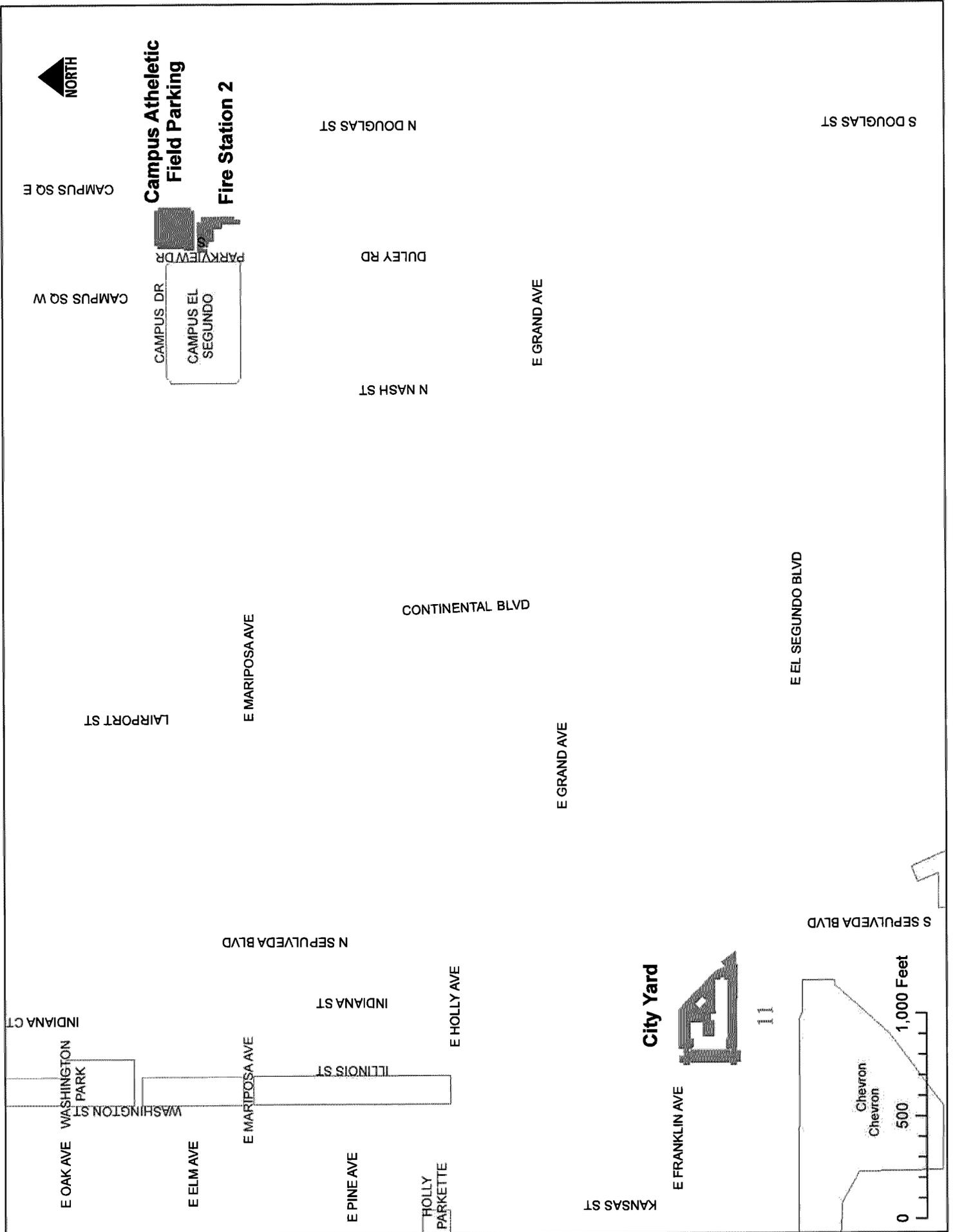
ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE IN FIGURES	ANNUAL AMOUNT
1	8,570 Curb Miles	Sweeping of streets and alleys (weekly). First Year 2019/2020	\$21.90 Per Curb Mile	\$187,683.00
2	13,382,200 Sq. Ft.	Sweeping of parking lots (weekly). First Year 2019/2020	\$0.001247 Per Sq. Ft.	\$16,687.60
3	20 Hours	Hourly rate for additional sweeping. First Year 2019/2020	<i>Free of Charge</i>	<i>Free of Charge</i>
4	8,570 Curb Miles	Sweeping of streets and alleys (weekly). Second Year 2020/2021	\$21.90 Per Curb Mile	\$187,683.00
5	13,382,200 Sq. Ft.	Sweeping of parking lots (weekly). Second Year 2020/2021	\$0.001247 Per Sq. Ft.	\$16,687.60
6	20 Hours	Hourly rate for additional sweeping. Second Year 2020/2021	<i>Free of Charge</i>	<i>Free of Charge</i>
7	8,570 Curb Miles	Sweeping of streets and alleys (weekly). Third Year 2021/2022	\$22.56 Per Curb Mile	\$193,339.20
8	13,382,200 Sq. Ft.	Sweeping of parking lots (weekly). Third Year 2021/2022	\$0.001275 Per Sq. Ft.	\$17,062.31
9	20 Hours	Hourly rate for additional sweeping. Third Year 2021/2022	<i>Free of Charge</i>	<i>Free of Charge</i>
10	8,570 Curb Miles	Sweeping of streets and alleys (weekly). Fourth Year 2022/2023	\$23.24 Per Curb Mile	\$199,166.80
11	13,382,200 Sq. Ft.	Sweeping of parking lots (weekly). Fourth Year 2022/2023	\$0.001303 Per Sq. Ft.	\$17,437.01
12	20 Hours	Hourly rate for additional sweeping. Fourth Year 2022/2023	<i>Free of Charge</i>	<i>Free of Charge</i>
13	8,570 Curb Miles	Sweeping of streets and alleys (weekly). Fifth Year 2023/2024	\$23.24 Per Curb Mile	\$199,166.80
14	13,382,200 Sq. Ft.	Sweeping of parking lots (weekly). Fifth Year 2023/2024	\$0.001303 Per Sq. Ft.	\$17,437.01
15	20 Hours	Hourly rate for additional sweeping. Fifth Year 2023/2024	<i>Free of Charge</i>	<i>Free of Charge</i>

TOTAL BASE AMOUNT (Items 1-15) \$1,052,350.33

TOTAL BASE AMOUNT WRITTEN IN WORDS

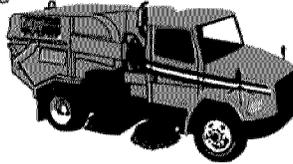
One Million, Fifty-Two Thousand, Three Hundred Fifty Dollars and Thirty-Three Cents





Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



July 26, 2019

Ms. Jasmine Allen
Senior Management Analyst
City of El Segundo
350 Main Street
El Segundo, CA 90245

RE: Street Sweeping Services Contract Extension

Dear Ms. Allen:

Nationwide Environmental Services (NES) is proud to be contracted with the City of El Segundo and looks forward to continuing our relationship for many more years to come.

NES would like to renew the street sweeping contract for a five (5) year term beginning on October 1, 2019 based on the current terms and conditions.

If you have any questions, please feel free to contact me at (562) 860-0604. Thank you for your consideration.

Sincerely,

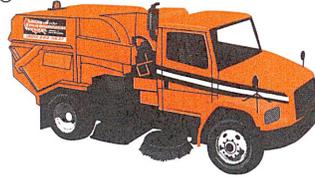
A handwritten signature in black ink, appearing to read "Ani Samuelian". The signature is stylized and cursive.

Ani Samuelian
President

AS/mm

Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



July 3, 2024

Mr. Elias Sassoon
Director of Public Works
City of El Segundo
350 Main Street
El Segundo, CA 90245

RE: Street Sweeping Services

Dear Mr. Sassoon:

Based on our discussions, please find our proposal details below, both with and without prevailing wages:

Without Prevailing Wages:

- \$23,450.00 Per Month
- \$30.19 Per Curb Mile
- \$0.001694 Per Sq. Ft.

With Prevailing Wages:

- \$41,037.00 Per Month
- \$52.83 Per Additional Curb Mile
- \$0.002964 Per Sq. Ft.

Additionally, the new base price for CNG for the contract term renewal will be \$4.79 per gallon.

Furthermore, in accordance with Section 2, Term; Option to Extend, of the Street Sweeping Agreement, effective October 1, 2024, NES would like to exercise its option to renew the street sweeping contract for five (5) years, with an option to extend for an additional five (5) years. We propose that all other terms and conditions remain the same, except for an annual 4% increase on each contract anniversary (October 1) to address future cost-of-living adjustments.

If you have any questions regarding this request, please do not hesitate to contact me. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ani Samuelian'.

Ani Samuelian
President



City Council Agenda Statement

Meeting Date: September 3, 2024

Agenda Heading: Committees, Commissions and Boards

Presentations

Item Number: E.18

TITLE:

Multi-Model Transportation Subcommittee Update

RECOMMENDATION:

1. Receive and file the Multi-Model Subcommittee update.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

The City Council has set a policy to receive an annual update on the activities of all Committees, Commissions, and Boards. The Multi-Model Transportation Subcommittee was established in 2023, as a subcommittee of the Planning Commission. The subcommittee meets intermittently to review the City's existing multi-model transportation policies and programs to make implementation recommendations to staff and City Council.

DISCUSSION:

Vice Chair of the Planning Commission and Multi-Model Transportation Subcommittee member, Jay Hoeschler, will provide a presentation to the City Council and will review current action items of the subcommittee.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy A: Seek opportunities to implement and expedite the projects in the Capital Improvement Program and ensure that City-owned infrastructure is well maintained,

Multi-Model Transportation Subcommittee Update

September 3, 2024

Page 2 of 2

including streets, entryways, and facilities.

Strategy D: Improve mobility and transportation throughout the City.

Goal 3: Deliver Solution-Oriented Customer Service, Communication, Diversity, Equity, and Inclusion

Strategy A: Enhance proactive community engagement program to educate and inform the public about City services, programs, and issues.

Strategy B: Implement Diversity, Equity, and Inclusion (DEI) initiatives to cultivate representation and opportunities for all the members of the community.

Goal 5: Champion Economic Development and Fiscal Sustainability

Strategy D: Implement community planning, land use, and enforcement policies that encourage growth while preserving El Segundo's quality of life and small-town character.

PREPARED BY:

Michael Allen, Community Development Director

REVIEWED BY:

Michael Allen, Community Development Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement
Meeting Date: September 3, 2024
Agenda Heading: Reports - City Treasurer
Item Number: G.19

TITLE:

Investment Portfolio Report for June 2024

RECOMMENDATION:

1. Receive and file the Investment Portfolio Report dated June 2024.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None

BACKGROUND:

The Treasury Department provides an Investment Portfolio Report presented to City Council on a quarterly basis. This current report includes the status of Treasury investment activities and related economic indicators as of June 2024.

DISCUSSION:

See attached Investment Portfolio Report.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

Strategy A: Identify opportunities for new revenues, enhancement of existing revenues, and exploration of potential funding options to support programs and projects.
Strategy B: Utilize the City's long-term financial plan to make financial decisions that support the goals of the strategic plan.

Presentation of Investment Portfolio Report for June 2024

September 3, 2024

Page 2 of 2

PREPARED BY:

Matthew Robinson, City Treasurer

REVIEWED BY:

Matthew Robinson, City Treasurer

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. June 2024 Portfolio Report



City of El Segundo Investment Portfolio Report June 2024

Certified By:
City Treasurers Office

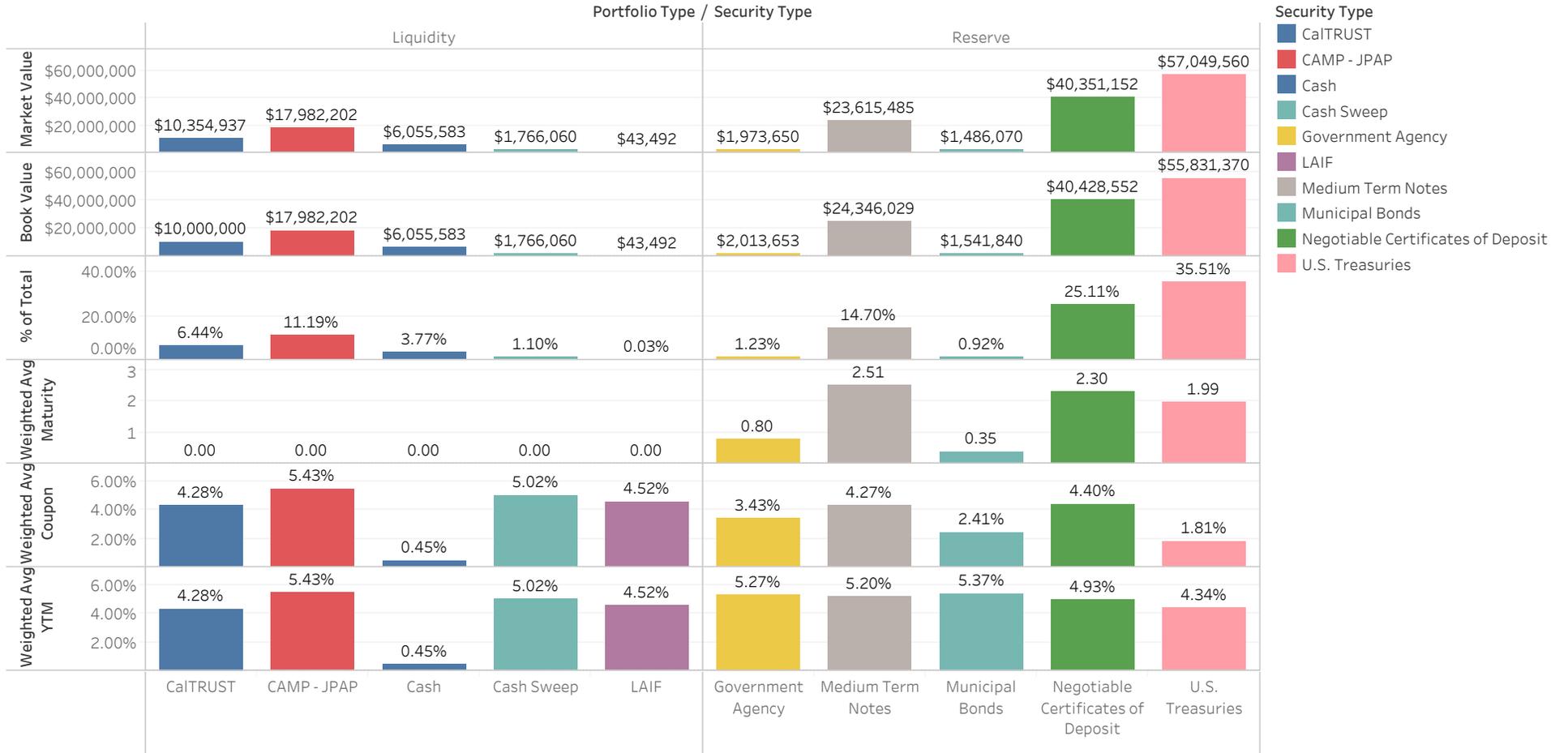


CITY OF
EL SEGUNDO

Portfolio

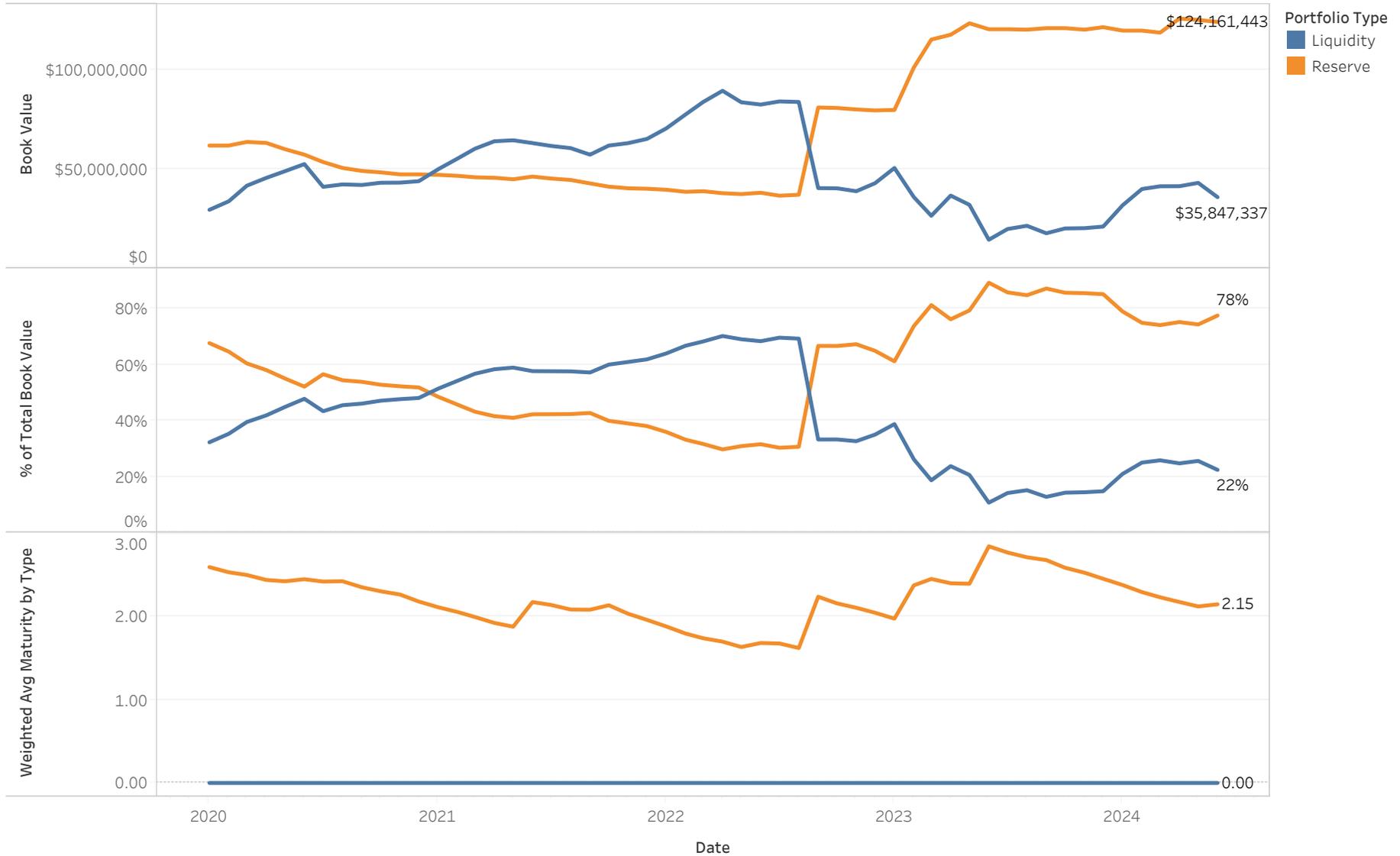
Portfolio Summary

As of June 2024



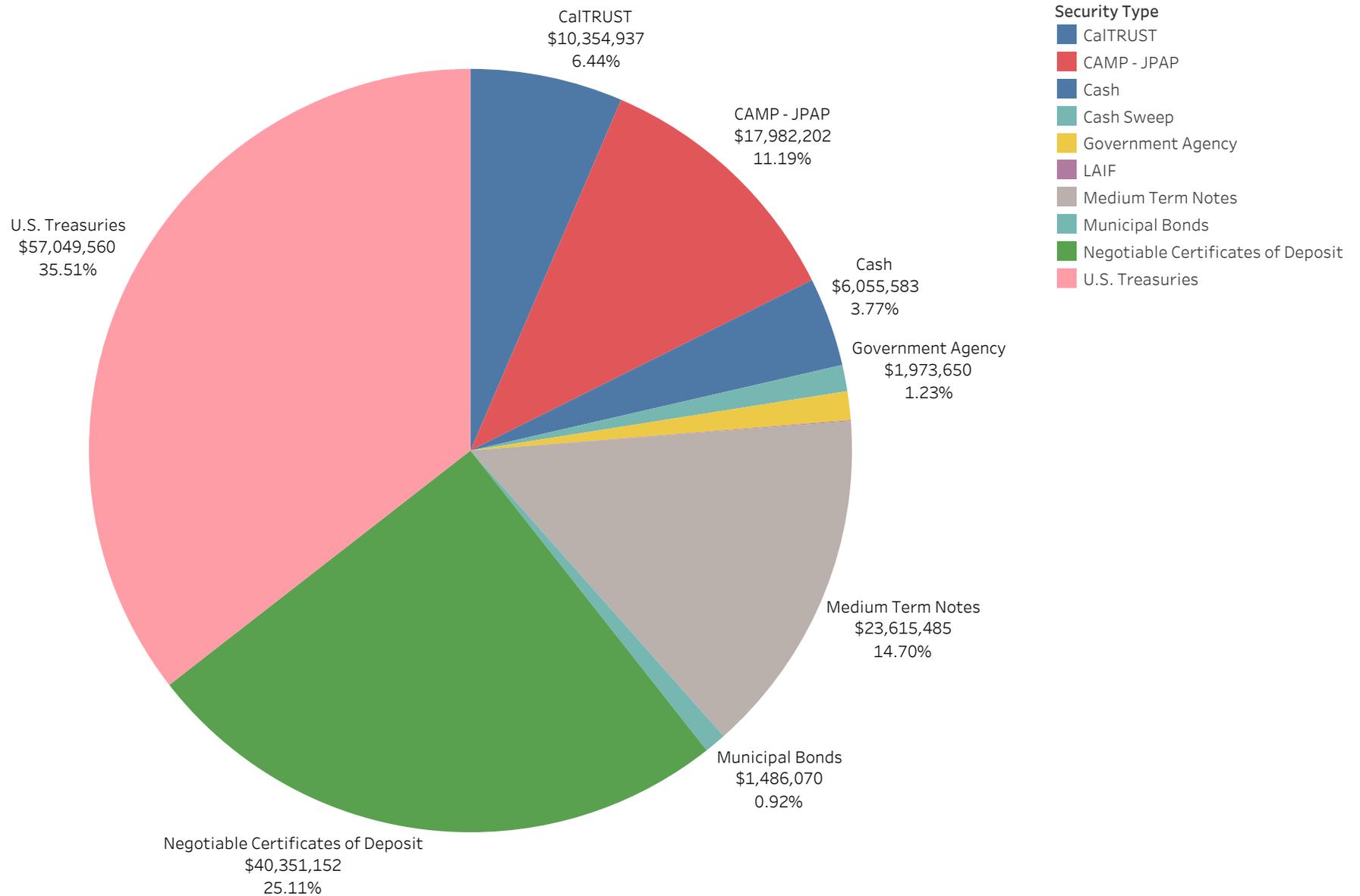
Portfolio Through Time

As of June 2024



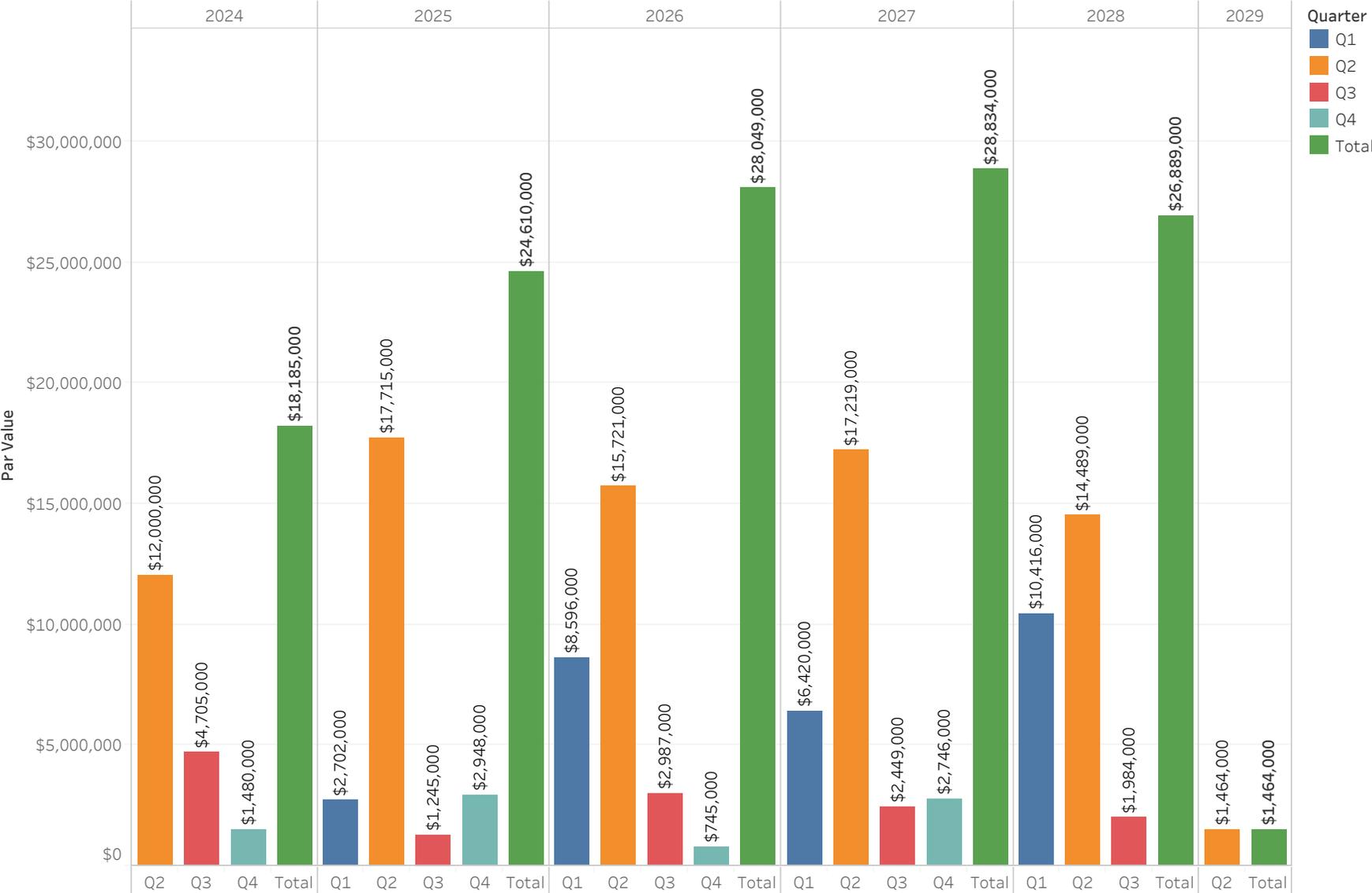
Investments by Security Type

As of June 2024



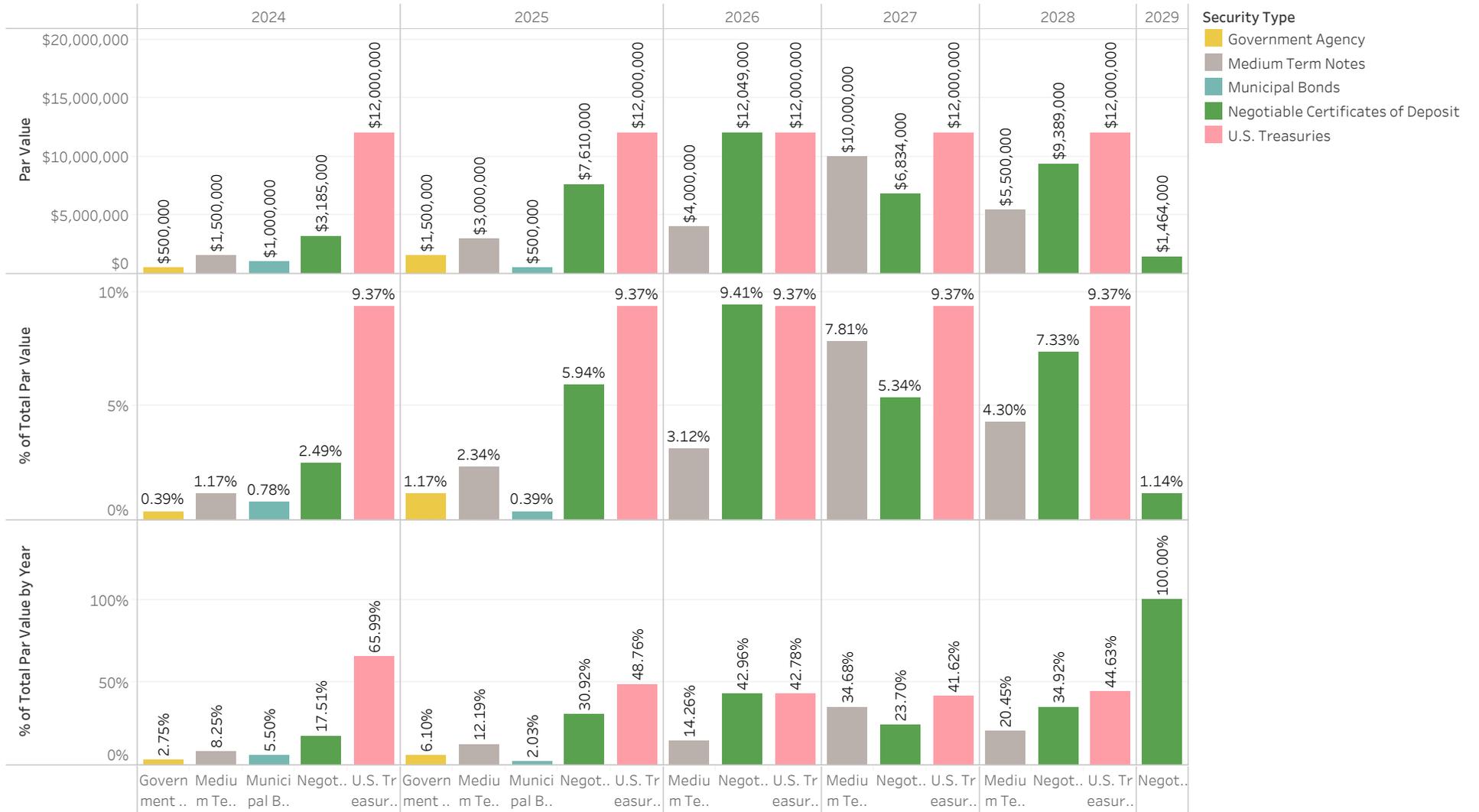
Reserve Portfolio Ladder by Quarter

As of June 2024



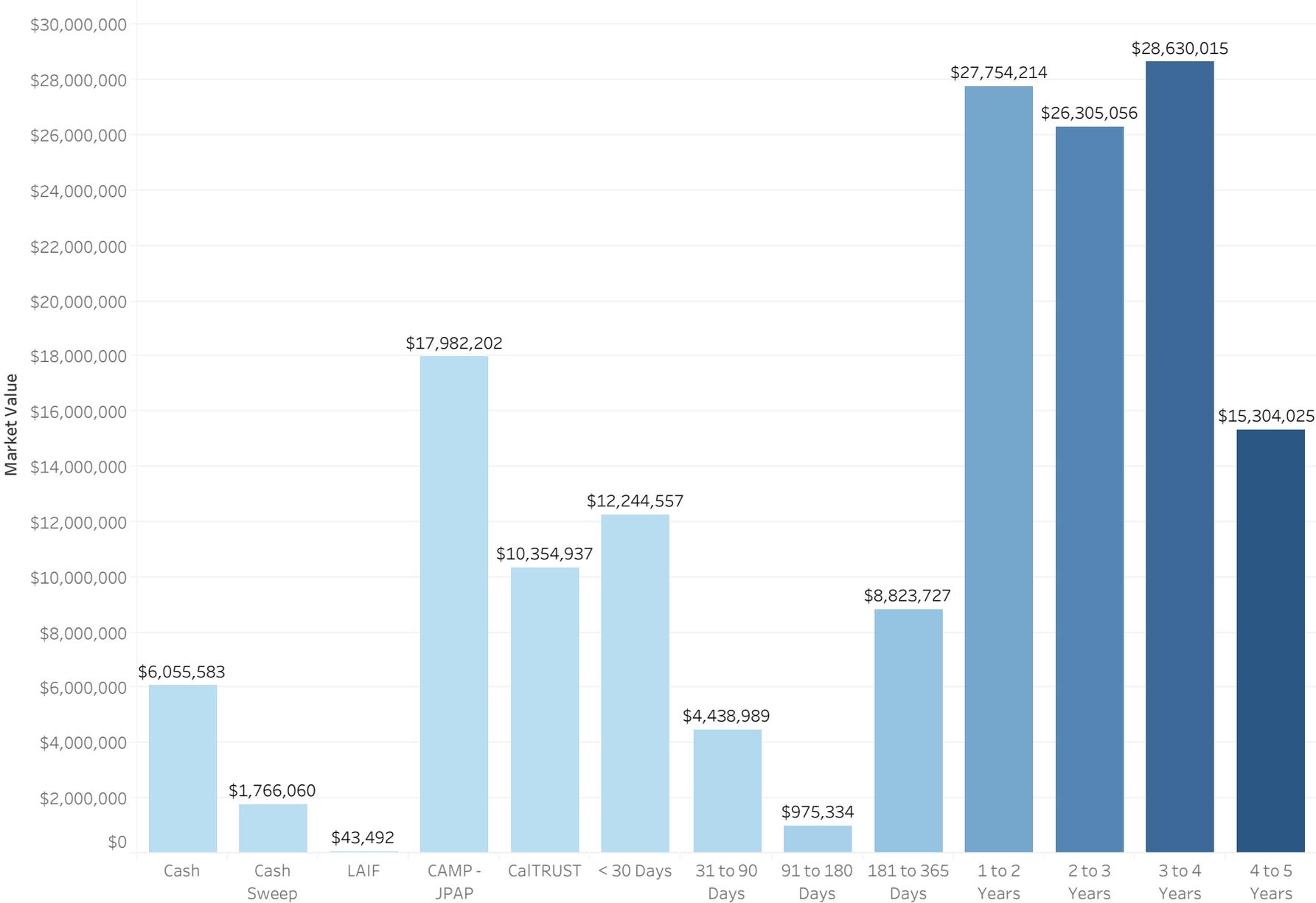
Ladder Diversification

As of June 2024



Investments by Maturity Date

As of June 2024



Portfolio

As of June 2024

Security Type	Issuer	Days to Matur..	Coupon	Par Value	Market Value	Book Value	Unrealized P/L
Cash	Bank	1	0.45%	\$6,055,583	\$6,055,583	\$6,055,583	\$0
Cash Sweep	Bank	1	5.02%	\$1,766,060	\$1,766,060	\$1,766,060	\$0
LAIF	LAIF	1	4.52%	\$43,492	\$43,492	\$43,492	\$0
CAMP - JPAP	CAMP - JPAP	1	5.43%	\$17,982,202	\$17,982,202	\$17,982,202	\$0
CaITRUST	CaITRUST	1	4.28%	\$10,354,937	\$10,354,937	\$10,000,000	\$354,937
Medium Term Notes	AMAZON COM INC	1,251	4.58%	\$1,000,000	\$992,570	\$997,630	(\$5,060)
	AMERICAN HONDA FIN CO	1,293	4.75%	\$1,000,000	\$990,290	\$997,794	(\$7,504)
	APPLE INC	1,320	1.36%	\$500,000	\$442,145	\$427,219	\$14,926
	ASTRAZENECA FINANCE L	699	1.29%	\$500,000	\$464,215	\$501,040	(\$36,825)
	BANK NOVA SCOTIA B C	986	3.13%	\$1,000,000	\$943,140	\$926,343	\$16,797
	BANK OF AMERICA CORP	660	3.61%	\$500,000	\$484,605	\$554,155	(\$69,550)
	CANADIAN IMP BK COMM	1,013	3.60%	\$1,000,000	\$957,430	\$948,186	\$9,244
	CIGNA CORP	505	4.20%	\$500,000	\$491,600	\$564,210	(\$72,610)
	CITIGROUP INC	672	3.52%	\$500,000	\$482,900	\$550,715	(\$67,815)
	COCA COLA CO THE	70	1.76%	\$500,000	\$496,415	\$493,865	\$2,550
	COMCAST CORP	931	2.51%	\$1,000,000	\$936,230	\$917,335	\$18,895
	DEERE JOHN CAPITAL	1,301	4.77%	\$1,000,000	\$995,740	\$1,004,330	(\$8,590)
	DEUTSCHE BK AG N Y	1,168	5.36%	\$1,000,000	\$1,001,690	\$1,005,611	(\$3,921)
	ESTEE LAUDER CO INC	156	2.03%	\$500,000	\$492,400	\$501,600	(\$9,200)
	GOLDMAN SACHS GROUP I	277	3.55%	\$500,000	\$492,355	\$545,605	(\$53,250)
	IBM CORP	1,296	6.18%	\$1,000,000	\$1,051,480	\$1,076,510	(\$25,030)
	INTEL CORP	592	4.90%	\$1,000,000	\$994,030	\$998,520	(\$4,490)
	INTERCONTINENTAL EXCH	521	3.83%	\$500,000	\$488,935	\$557,000	(\$68,065)
	MEAD JOHNSON NUTRITIO	505	4.20%	\$500,000	\$491,340	\$565,170	(\$73,830)
	MITSUBISHI UFJ FIN GR	807	2.91%	\$1,000,000	\$947,820	\$924,800	\$23,020
	MORGAN STANLEY	578	3.96%	\$500,000	\$488,770	\$561,240	(\$72,470)
	ROYAL BK CDA	1,040	3.78%	\$1,000,000	\$959,630	\$951,709	\$7,921
	STRYKER CORP	491	3.47%	\$500,000	\$486,595	\$548,175	(\$61,580)
	SUMITOMO MITSUI FINL	1,298	3.74%	\$1,000,000	\$947,570	\$934,451	\$13,119
	TORONTO DOMINION BANK	1,291	5.16%	\$1,000,000	\$998,800	\$1,005,769	(\$6,969)

Portfolio

As of June 2024

Security Type	Issuer	Days to Matur..	Coupon	Par Value	Market Value	Book Value	Unrealized P/L
Medium Term Notes	TOSCO CORP	1,834	14.70%	\$2,000,000	\$2,122,180	\$2,215,920	(\$93,740)
	TOYOTA MTR CR CORP FR	1,230	5.37%	\$1,000,000	\$1,014,710	\$1,030,896	(\$16,186)
	UNITED PARCEL SERVICE	65	2.21%	\$500,000	\$496,950	\$504,105	(\$7,155)
	UNITEDHEALTH GROUP IN	535	3.78%	\$500,000	\$489,380	\$560,625	(\$71,245)
	WELLS FARGO COMPANY	1,119	4.42%	\$1,000,000	\$973,570	\$975,500	(\$1,930)
Municipal Bonds	NEW YORK NY TXBL FISC	34	2.14%	\$1,000,000	\$997,070	\$1,003,750	(\$6,680)
	ONTARIO CA INTERNATIO	321	2.96%	\$500,000	\$489,000	\$538,090	(\$49,090)
Negotiable Certificates of Deposit	1ST SECURITY BANK OF	32	2.01%	\$245,000	\$244,260	\$245,000	(\$740)
	ABACUS FEDERAL SAVING	35	2.01%	\$245,000	\$244,228	\$245,000	(\$772)
	ACHIEVE FINL CR UN BE	599	4.68%	\$249,000	\$247,665	\$249,000	(\$1,335)
	ADVIA CR UN KALAMAZOO	1,552	4.93%	\$248,000	\$251,663	\$248,000	\$3,663
	AFFINITY BK COVINGTON	809	4.58%	\$249,000	\$247,299	\$249,000	(\$1,701)
	ALASKA USA FED CR UN	1,349	4.62%	\$249,000	\$247,989	\$249,000	(\$1,011)
	ALL IN FED CR UN DALE	1,329	4.62%	\$249,000	\$247,899	\$249,000	(\$1,101)
	ALLIANT CR UN CHICAGO	550	5.10%	\$200,000	\$200,158	\$199,900	\$258
	ALLY BK SANDY UTAH	633	5.05%	\$243,000	\$243,199	\$243,000	\$199
	ALMA BK ASTORIA NEW Y	75	1.76%	\$245,000	\$243,207	\$245,000	(\$1,793)
	AMERICAN EXP NATL BAN	318	3.16%	\$246,000	\$241,486	\$237,002	\$4,484
	AMERICAN FIRST CR UN	1,033	4.46%	\$249,000	\$245,853	\$249,000	(\$3,147)
	AUSTIN TELCO FED CR U	901	4.94%	\$248,000	\$248,434	\$248,000	\$434
	B1BANK BATON ROUGE LA	318	4.77%	\$249,000	\$247,997	\$249,000	(\$1,003)
	BANK FIVE NINE OCONOM	1,361	4.66%	\$249,000	\$248,470	\$249,000	(\$530)
	BANK NEW YORK MELLON	266	5.01%	\$243,000	\$242,405	\$243,000	(\$595)
	BANK OF PERRY CNTY LO	1,433	4.19%	\$249,000	\$252,503	\$249,000	\$3,503
	BANK PONTIAC ILL	1,034	4.32%	\$244,000	\$239,876	\$244,000	(\$4,124)
	BANK SIERRA PORTERVIL	990	4.64%	\$244,000	\$242,148	\$244,000	(\$1,852)
	BANK UTAH OGDEN UTAH	1,412	4.32%	\$249,000	\$245,218	\$249,000	(\$3,782)
	BANKERS BK MADISON WI	1,244	4.32%	\$249,000	\$244,812	\$249,000	(\$4,188)
	BAXTER CR UN VERNON H	1,516	4.85%	\$248,000	\$250,527	\$248,000	\$2,527
	BEAL BK PLANO TEX	1,804	4.67%	\$244,000	\$245,830	\$244,000	\$1,830

Portfolio

As of June 2024

Security Type	Issuer	Days to Matur..	Coupon	Par Value	Market Value	Book Value	Unrealized P/L
Negotiable Certificates of Deposit	BEAL BK USA LAS VEGAS	1,804	4.67%	\$244,000	\$245,830	\$244,000	\$1,830
	BELCO FEDERAL CR UN	606	4.71%	\$248,000	\$247,467	\$248,000	(\$533)
	BLUE RIDGE BK MARTINS	626	5.00%	\$230,000	\$229,977	\$230,000	(\$23)
	BMO HARRIS BK NATL AS	315	4.82%	\$244,000	\$242,980	\$244,000	(\$1,020)
	BMW BK NORTH AMER SAL	2,716	9.49%	\$488,000	\$488,298	\$488,000	\$298
	BRENTWOOD BK BETHEL P	627	4.77%	\$235,000	\$234,161	\$235,000	(\$839)
	BRIDGEWATER BK BLOOMI	1,370	4.79%	\$249,000	\$249,764	\$249,000	\$764
	CALIFORNIA CR UN GLEN	605	4.54%	\$244,000	\$242,060	\$244,000	(\$1,940)
	CAPITAL ONE NATL ASSN	1,189	4.37%	\$200,000	\$196,784	\$199,800	(\$3,016)
	CATTLEMENS BK ALTUS O	626	4.75%	\$249,000	\$249,080	\$249,000	\$80
	CELTIC BK SALT LAKE C	992	4.72%	\$249,000	\$247,870	\$249,000	(\$1,130)
	CENTRAL BK STORM LAKE	311	4.67%	\$249,000	\$247,802	\$249,000	(\$1,198)
	CENTRIS FEDERAL CREDI	333	5.01%	\$248,000	\$247,524	\$248,000	(\$476)
	CFBANK FAIRLAWN OHIO	809	4.76%	\$248,000	\$247,345	\$248,000	(\$655)
	CHARLES SCHWAB BK SSB	273	5.06%	\$243,000	\$242,524	\$243,000	(\$476)
	CHARTWAY FED CR UN VA	711	4.90%	\$248,000	\$248,037	\$248,000	\$37
	CHEROKEE ST BK IOWA	616	4.58%	\$242,000	\$240,233	\$239,922	\$312
	CIBC BK USA CHICAGO I	634	5.00%	\$243,000	\$243,005	\$243,000	\$5
	CITADEL FED CR UN EXT	244	1.69%	\$245,000	\$239,213	\$245,000	(\$5,787)
	CITIZENS BK INC ROBER	626	4.88%	\$248,000	\$249,242	\$248,000	\$1,242
	CITIZENS ST BK LACROS	1,365	4.70%	\$249,000	\$248,915	\$249,000	(\$85)
	CITY NATL BK LOS ANGE	1,372	4.97%	\$243,000	\$244,490	\$243,000	\$1,490
	COASTLIFE CR UN CORPU	595	4.68%	\$249,000	\$247,660	\$249,000	(\$1,340)
	COMMUNITY FIRST BK IN	311	4.72%	\$249,000	\$247,904	\$249,000	(\$1,096)
	COMMUNITY HERITAGE FI	1,046	4.46%	\$249,000	\$245,813	\$249,000	(\$3,187)
	CONNECTONE BK ENGLEWO	633	0.75%	\$240,000	\$223,013	\$213,854	\$9,158
	CONNEXUS CREDIT UNION	424	3.57%	\$249,000	\$244,413	\$238,934	\$5,479
	CORNERSTONE BK FARGO	318	4.67%	\$249,000	\$247,785	\$249,000	(\$1,215)
	COUNTY SCHS FED CR UN	627	4.81%	\$248,000	\$247,320	\$248,000	(\$680)
	CROSS RIV BK TEANECK	690	4.67%	\$244,000	\$242,724	\$244,000	(\$1,276)

Portfolio

As of June 2024

Security Type	Issuer	Days to Matur..	Coupon	Par Value	Market Value	Book Value	Unrealized P/L
Negotiable Certificates of Deposit	CUSTOMERS BK PHOENIXV	641	5.00%	\$243,000	\$243,066	\$243,000	\$66
	CY FAIR FCU HOUSTON T	1,055	4.41%	\$249,000	\$245,452	\$249,000	(\$3,548)
	DEPARTMENT OF COMM FE	1,250	4.97%	\$248,000	\$249,667	\$246,669	\$2,998
	DISCOVER BK GREENWOOD	1,347	4.49%	\$244,000	\$241,697	\$241,897	(\$201)
	DORT FINL CR UN GRAND	1,322	4.32%	\$247,000	\$243,006	\$247,000	(\$3,994)
	EAGLEBANK BETHESDA MD	606	4.30%	\$244,000	\$241,106	\$238,205	\$2,901
	EMPOWER CU SYRACUSE N	1,554	5.01%	\$248,000	\$252,630	\$248,000	\$4,630
	ESSENTIAL FED CR UN B	1,545	4.93%	\$248,000	\$251,623	\$248,000	\$3,623
	FEDERAL SVGS BK CHICA	606	4.25%	\$249,000	\$245,897	\$244,829	\$1,068
	FIDELITY BK NEW ORLEA	626	4.86%	\$249,000	\$248,457	\$249,000	(\$543)
	FIRST FED CR UN CEDAR	1,329	4.45%	\$249,000	\$246,239	\$249,000	(\$2,761)
	FIRST FMRS BK TR CONV	68	1.76%	\$245,000	\$243,381	\$245,000	(\$1,619)
	FIRST FNDTN BK IRVINE	1,789	4.59%	\$244,000	\$244,610	\$244,000	\$610
	FIRST NATL BK DAMARIS	817	4.99%	\$248,000	\$248,650	\$248,000	\$650
	FIRST NATL BK OF MICH	2,712	9.24%	\$498,000	\$496,043	\$498,000	(\$1,957)
	FIRST ST BK NEW LONDO	987	4.68%	\$244,000	\$242,485	\$244,000	(\$1,515)
	FIRST TECHNOLOGY FED	235	4.86%	\$248,000	\$247,348	\$248,000	(\$652)
	FIRST UTD BK TR CO	955	4.09%	\$200,000	\$195,702	\$195,050	\$652
	FIRST WESTN BK TR MIN	318	4.77%	\$249,000	\$247,997	\$249,000	(\$1,003)
	FLAGSTAR BK NATL ASSN	612	4.46%	\$244,000	\$243,492	\$241,365	\$2,128
	FNCB BK DUNMORE PA	1,043	4.37%	\$244,000	\$240,157	\$244,000	(\$3,843)
	FORBRIGHT BK POTOMAC	1,081	4.86%	\$244,000	\$243,697	\$244,000	(\$303)
	FREEDOM FIRST CR UN R	304	4.77%	\$248,000	\$247,028	\$248,000	(\$972)
	FREEDOM NORTHWEST CR	703	4.85%	\$248,000	\$247,807	\$248,000	(\$193)
	FREESTAR FINL CR UN C	1,334	4.36%	\$249,000	\$245,402	\$249,000	(\$3,598)
	GENOA BKG CO OHIO	33	1.96%	\$245,000	\$244,263	\$245,000	(\$737)
	GEORGIA BKG CO	637	4.95%	\$243,000	\$242,818	\$243,000	(\$182)
	GOLD COAST BK CHICAGO	1,181	4.72%	\$249,000	\$248,064	\$249,000	(\$936)
	GRAND RIV BK GRANDVIL	35	2.01%	\$245,000	\$244,228	\$245,000	(\$772)
	GREAT NORTH BK FLOREN	626	4.86%	\$244,000	\$243,414	\$244,000	(\$586)

Portfolio

As of June 2024

Security Type	Issuer	Days to Matur..	Coupon	Par Value	Market Value	Book Value	Unrealized P/L
Negotiable Certificates of Deposit	GREENSTATE CR UN NORT	487	4.77%	\$248,000	\$246,939	\$248,000	(\$1,061)
	GREENWOOD MUN FED CR	1,068	4.47%	\$249,000	\$250,589	\$249,000	\$1,589
	GUARDIAN CREDIT UNION	1,554	5.01%	\$248,000	\$252,593	\$248,000	\$4,593
	HONOLULU FIRE DEPT FE	780	4.44%	\$249,000	\$246,617	\$249,000	(\$2,383)
	HUNTINGTON NATL BK CO	311	4.82%	\$244,000	\$242,985	\$244,000	(\$1,015)
	JOHN MARSHALL BK REST	796	4.49%	\$249,000	\$246,814	\$248,502	(\$1,688)
	KEY BK NATL ASSN OHIO	262	5.01%	\$243,000	\$242,436	\$243,000	(\$564)
	LEADERS CR UN JACKSON	1,371	4.95%	\$248,000	\$250,532	\$248,000	\$2,532
	LIBERTY FED CR UN EVA	346	5.11%	\$248,000	\$247,750	\$248,000	(\$250)
	LIBERTY FIRST CR UN L	1,315	4.31%	\$249,000	\$245,805	\$249,000	(\$3,195)
	LIVE OAK BANKING COMP	152	1.88%	\$245,000	\$241,482	\$245,000	(\$3,518)
	LUANA SVGS BK IOWA	627	4.44%	\$244,000	\$241,606	\$244,000	(\$2,394)
	LYONS NATL BK N Y	626	4.86%	\$244,000	\$243,414	\$244,000	(\$586)
	MAINE SVGS FCU HAMPDE	1,519	4.81%	\$248,000	\$250,073	\$248,000	\$2,073
	MANUFACTURERS TRADERS	992	4.86%	\$244,000	\$243,675	\$244,000	(\$325)
	MEDALLION BK UTAH	1,449	4.44%	\$249,000	\$246,687	\$249,000	(\$2,313)
	MID AMERN CR UN WICHI	329	5.01%	\$248,000	\$247,546	\$248,000	(\$454)
	MID MO BK SPRINGFIELD	19	1.90%	\$245,000	\$244,557	\$245,000	(\$443)
	MIDWEST BK WESTN ILL	633	5.00%	\$248,000	\$248,097	\$248,000	\$97
	MINNWEST BK REDWOOD F	1,039	4.32%	\$249,000	\$244,844	\$249,000	(\$4,156)
	MORGAN STANLEY BK N A	154	1.98%	\$245,000	\$241,452	\$245,000	(\$3,548)
	MORGAN STANLEY PRIVAT	1,810	4.67%	\$244,000	\$245,808	\$244,000	\$1,808
	MOUNTAIN AMER FED CR	669	4.72%	\$249,000	\$248,002	\$249,000	(\$998)
	NEBRASKALAND BK NORTH	446	4.82%	\$249,000	\$248,036	\$249,000	(\$964)
	NORTHWEST BK BOISE ID	627	5.00%	\$248,000	\$248,136	\$248,000	\$136
	NUMERICA CR UN SPOKAN	703	4.76%	\$248,000	\$247,353	\$248,000	(\$647)
	ONE CMNTY BK ORE WIS	830	4.81%	\$248,000	\$247,593	\$248,000	(\$407)
	OREGON CMNTY CR UN EU	1,074	4.85%	\$248,000	\$247,799	\$248,000	(\$201)
	PARKSIDE FINL BK TR C	446	4.63%	\$249,000	\$247,449	\$249,000	(\$1,551)
	PARTNERS BK MISSION V	262	5.06%	\$243,000	\$242,487	\$243,000	(\$513)

Portfolio

As of June 2024

Security Type	Issuer	Days to Matur..	Coupon	Par Value	Market Value	Book Value	Unrealized P/L
Negotiable Certificates of Deposit	PEOPLES BK CO COLDWAT	992	4.72%	\$249,000	\$247,870	\$249,000	(\$1,130)
	PEOPLES SVGS BK WELLS	983	4.46%	\$244,000	\$240,972	\$240,906	\$66
	PINNACLE BK NASHVILLE	679	4.63%	\$244,000	\$242,482	\$244,000	(\$1,518)
	POINT WEST CREDIT UNI	654	5.00%	\$243,000	\$243,180	\$243,000	\$180
	POPPY BK SANTA ROSA C	263	1.13%	\$245,000	\$237,797	\$245,000	(\$7,203)
	POPULAR BK NEW YORK B	629	4.77%	\$247,000	\$246,059	\$247,000	(\$941)
	PORTAGE BK BELLEVUE W	999	4.77%	\$249,000	\$248,181	\$249,000	(\$819)
	PREFERRED BANK LA CAL	49	2.01%	\$245,000	\$243,907	\$245,000	(\$1,093)
	RAIZ FCU EL PASO TEX	416	4.72%	\$249,000	\$247,782	\$249,000	(\$1,218)
	RAYMOND JAMES BANK NA	185	1.88%	\$245,000	\$240,747	\$245,000	(\$4,253)
	ROGUE CR UN MEDFORD O	1,301	5.10%	\$248,000	\$248,052	\$248,000	\$52
	SAN FRANCISCO FED CR	1,315	4.41%	\$216,000	\$213,209	\$216,000	(\$2,791)
	SANDY SPRING BK OLNEY	626	4.91%	\$244,000	\$243,612	\$244,000	(\$388)
	SAVANNAH BK NATL ASSN	1,405	4.19%	\$249,000	\$243,883	\$249,000	(\$5,117)
	SAWYER SVGS BK SAUGER	620	4.58%	\$245,000	\$243,314	\$243,177	\$137
	SECURITY ST BK WARROA	1,433	4.24%	\$249,000	\$252,498	\$249,000	\$3,498
	SIGNATURE FED CR UN A	710	4.81%	\$248,000	\$247,603	\$248,000	(\$397)
	SOUTHERN BK POPLAR BL	1,419	4.27%	\$249,000	\$244,797	\$249,000	(\$4,203)
	SOUTHERN FIRST BK N A	882	4.63%	\$249,000	\$247,461	\$249,000	(\$1,539)
	SOUTHERN MICH BK TR	1,228	4.19%	\$249,000	\$243,629	\$249,000	(\$5,371)
	ST VINCENTS MED CTR C	1,083	4.64%	\$249,000	\$247,078	\$249,000	(\$1,922)
	STATE BK INDIA NEW YO	1,340	4.54%	\$244,000	\$242,089	\$244,000	(\$1,911)
	STATE EMPLOYEES CR UN	1,060	4.81%	\$248,000	\$247,469	\$248,000	(\$531)
	SYNCHRONY BK RETAIL C	783	0.98%	\$248,000	\$228,611	\$219,540	\$9,072
	TECHNOLOGY CR UN SAN	241	5.01%	\$248,000	\$247,492	\$248,000	(\$508)
	THOMASVILLE NATL BK G	269	5.06%	\$248,000	\$247,640	\$248,000	(\$360)
	TOYOTA FINL SVGS BK H	3,582	9.18%	\$488,000	\$489,235	\$488,000	\$1,235
	TRANSPORTATION ALLIAN	262	5.01%	\$248,000	\$247,546	\$248,000	(\$454)
	TRISTATE CAP BK PITTS	640	5.00%	\$243,000	\$243,124	\$243,000	\$124
	TRULIANT FED CR UN WI	973	4.54%	\$249,000	\$246,679	\$249,000	(\$2,321)

Portfolio

As of June 2024

Security Type	Issuer	Days to Matur..	Coupon	Par Value	Market Value	Book Value	Unrealized P/L
Negotiable Certificates of Deposit	TUCSON FED CR UN ARIZ	1,533	4.93%	\$248,000	\$251,554	\$248,000	\$3,554
	UBS BK USA SALT LAKE	1,434	4.38%	\$249,000	\$252,902	\$249,000	\$3,902
	UFIRST FED CR UN PLAT	420	4.72%	\$249,000	\$247,748	\$249,000	(\$1,252)
	UNITED FID BK FSB EVA	1,005	4.90%	\$248,000	\$248,102	\$248,000	\$102
	UNITED HERITAGE CR UN	266	5.15%	\$248,000	\$247,839	\$248,000	(\$161)
	UNITED ROOSEVELT SVGS	1,055	4.46%	\$249,000	\$245,785	\$249,000	(\$3,215)
	UNIVERSITY BK ANN ARB	1,375	4.83%	\$248,000	\$249,250	\$248,000	\$1,250
	UNIVEST NATL BK TR SO	1,407	4.19%	\$249,000	\$243,888	\$249,000	(\$5,112)
	UPPER PENNISUA STATE	182	1.78%	\$245,000	\$240,686	\$245,000	(\$4,314)
	USALLIANCE FCU RYE NE	1,428	4.57%	\$249,000	\$247,932	\$249,000	(\$1,068)
	UTAH CMNTY CR UN PROV	668	4.63%	\$249,000	\$247,593	\$249,000	(\$1,407)
	UTAH FIRST FED CREDIT	1,477	4.63%	\$248,000	\$254,329	\$248,000	\$6,329
	VALLEYSTAR CR UN MART	1,361	4.74%	\$248,000	\$248,317	\$248,000	\$317
	VIBRANT CREDIT UNION	822	5.34%	\$248,000	\$250,763	\$248,000	\$2,763
	VIKING BK NATL ASSN A	623	4.68%	\$249,000	\$247,640	\$249,000	(\$1,360)
	VISIONS FED CR UN END	823	5.43%	\$248,000	\$251,256	\$248,000	\$3,256
	WASHINGTON FEDERAL	56	2.06%	\$245,000	\$243,765	\$245,000	(\$1,235)
	WELLS FARGO BANK NATL	1,064	4.85%	\$248,000	\$247,767	\$248,000	(\$233)
	WESTERN ALLIANCE BK P	304	4.82%	\$244,000	\$243,095	\$244,000	(\$905)
	Government Agency	FEDERAL HOME LOAN BKS	721	7.55%	\$1,500,000	\$1,476,335	\$1,487,133
TENNESSEE VALLEY AUTH		79	2.89%	\$500,000	\$497,315	\$526,520	(\$29,205)
U.S. Treasuries	U S TREASURY NOTE	3,661	8.83%	\$60,000,000	\$57,049,560	\$55,831,370	\$1,218,190



CITY OF
EL SEGUNDO

Transactions

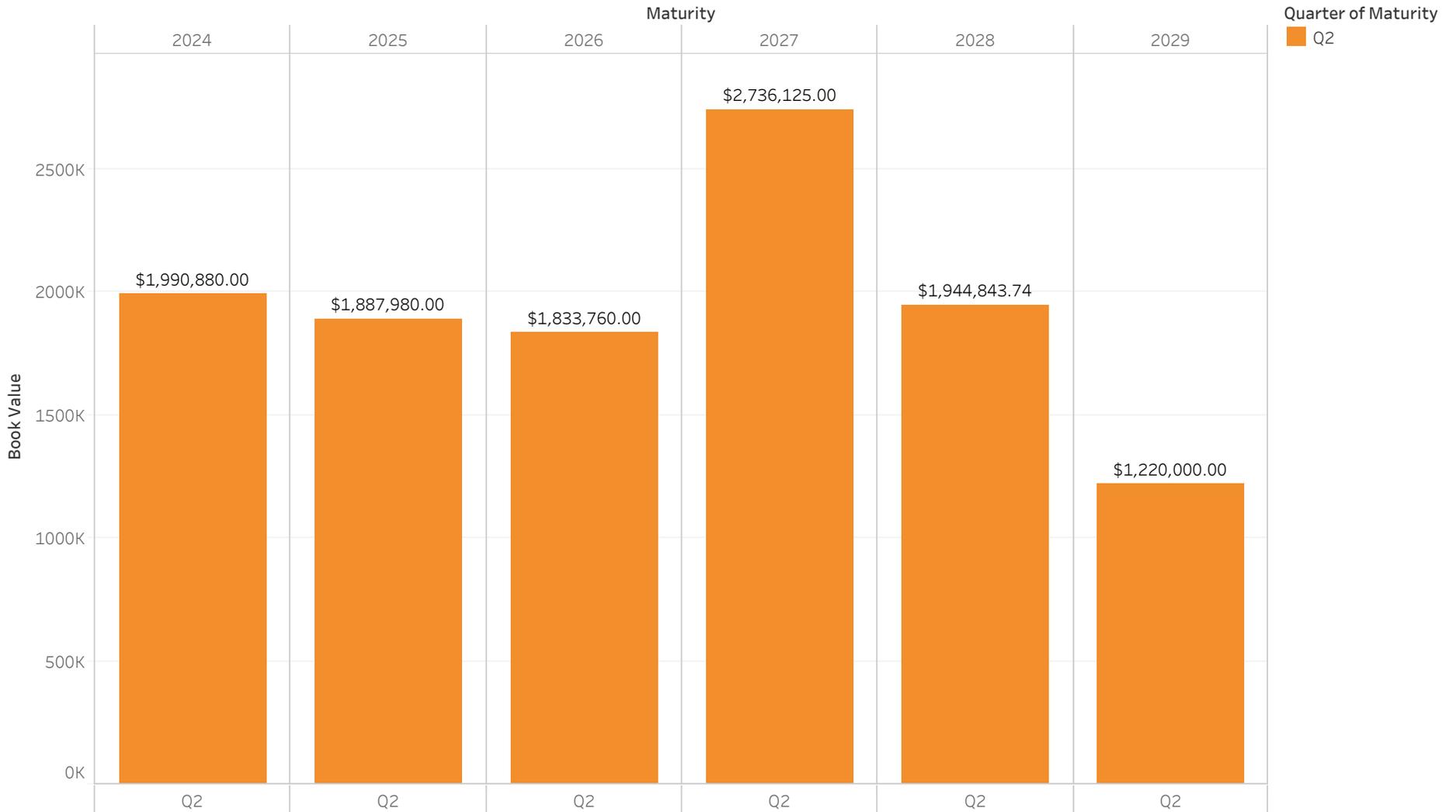
Transactions

Prior 3 Months as of June 2024

2024	April	19	U S TREASURY NT	91282CEX5	6/30/24	3.000%	\$2,000,000	\$1,990,880.00
				912828ZW3	6/30/25	0.250%	\$2,000,000	\$1,887,980.00
				91282CCJ8	6/30/26	0.875%	\$2,000,000	\$1,833,760.00
				912828ZV5	6/30/27	0.500%	\$2,000,000	\$1,748,125.00
				91282CHK0	6/30/28	4.000%	\$2,000,000	\$1,944,843.74
May	22	FIRST FNDDN BK C D	32026U5U6	5/22/29	4.600%	\$244,000	\$244,000.00	
		STATE EMPLOYEES C D	85678LAA3	5/24/27	4.800%	\$248,000	\$248,000.00	
		TOYOTA FINL C D	89235MPN5	5/24/29	0.046%	\$244,000	\$244,000.00	
		WELLS FARGO BANK C D	949764PA6	5/28/27	4.850%	\$248,000	\$248,000.00	
June	7	OREGON CMNTY CR C D	68584JAT6	6/07/27	4.850%	\$248,000	\$248,000.00	
		BEAL BK PLANO C D	07371BWH0	6/06/29	4.700%	\$244,000	\$244,000.00	
		BEAL BK USA LAS C D	07371DT23	6/06/29	4.700%	\$244,000	\$244,000.00	
		MORGAN STANLEY C D	61768E5C3	6/12/29	4.700%	\$244,000	\$244,000.00	
		FORBRIGHT BK C D	34520LBD4	6/14/27	4.850%	\$244,000	\$244,000.00	

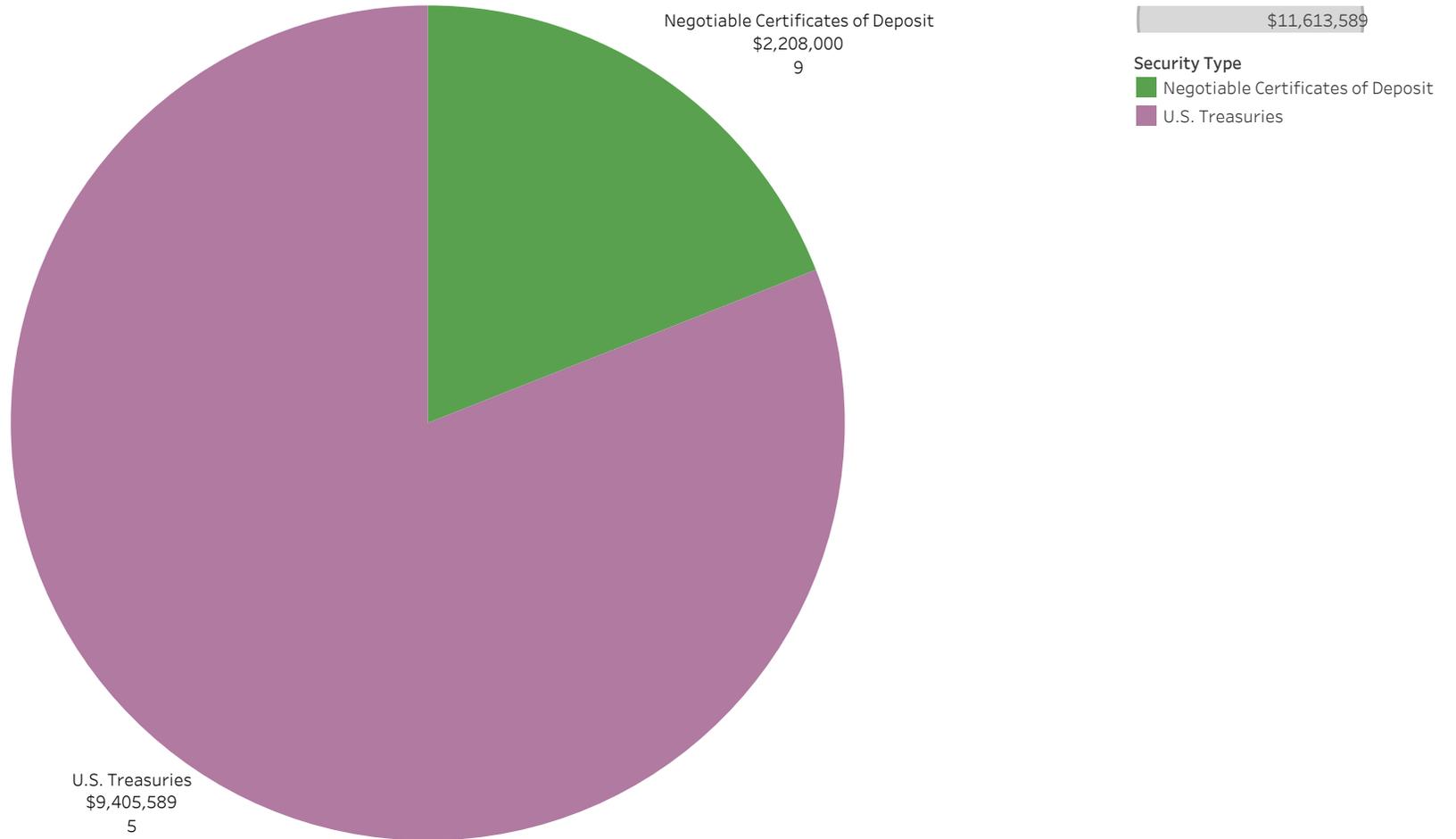
Transaction Ladder

Prior 3 Months as of June 2024



Transaction Summary

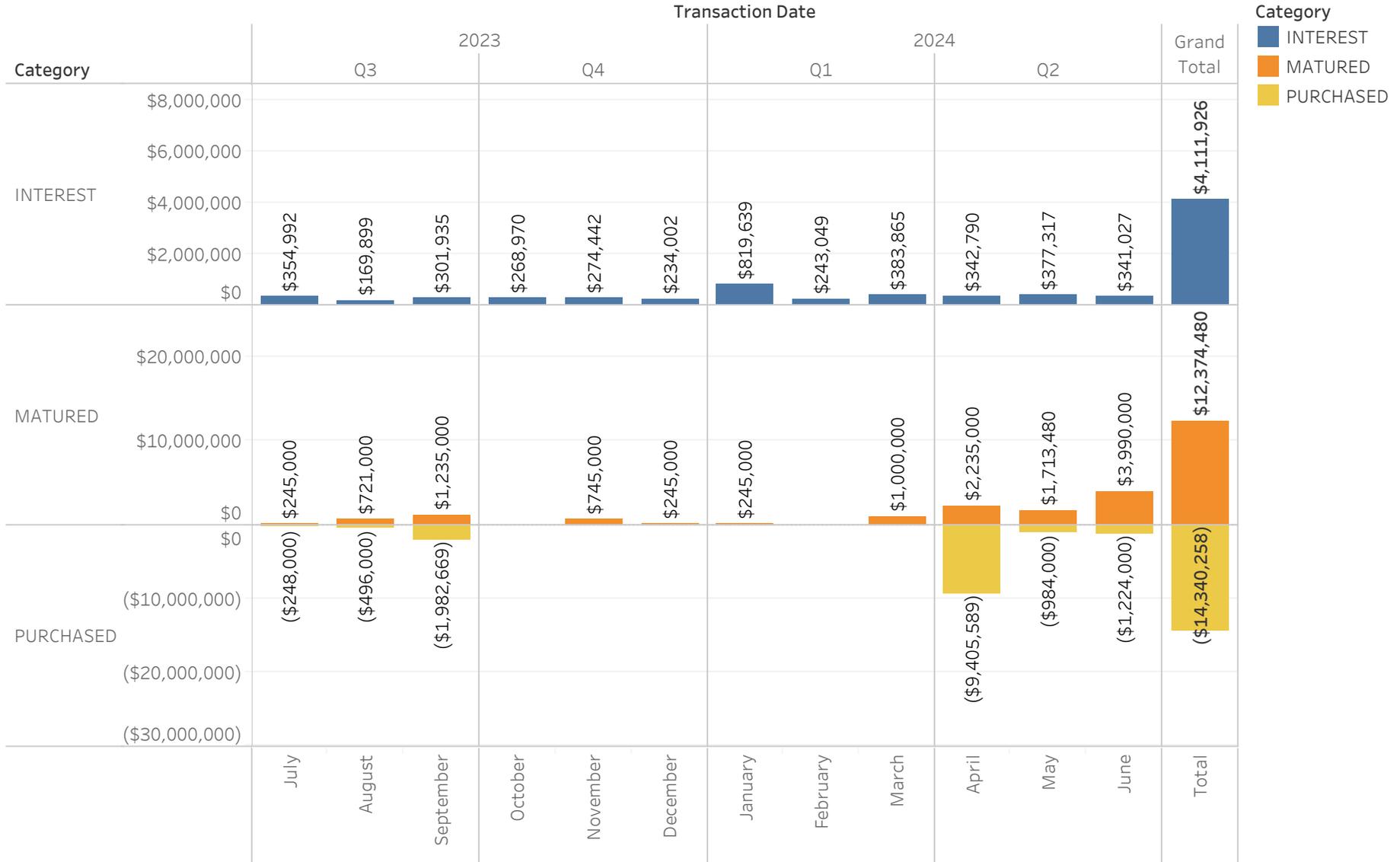
Prior 3 Months as of June 2024



Security Type, sum of Cost Basis and count of Cusip. Color shows details about Security Type. Size shows sum of Cost Basis. The marks are labeled by Security Type, sum of Cost Basis and count of Cusip. The data is filtered on Last 3 Months, NonZero and Category. The Last 3 Months filter keeps True. The NonZero filter keeps True. The Category filter keeps PURCHASED.

Interest Received

As of June 2024





CITY OF
EL SEGUNDO

Compliance

Asset Class Compliance

As of June 2024

Security Type	In Compliance?	Max Weight	Weight	Par Value	Book Value	Market Value
Cash	Y	100%	3.77%	\$6,055,583	\$6,055,583	\$6,055,583
Cash Sweep	Y	100%	1.10%	\$1,766,060	\$1,766,060	\$1,766,060
LAIF	Y	100%	0.03%	\$43,492	\$43,492	\$43,492
CAMP - JPAP	Y	100%	11.19%	\$17,982,202	\$17,982,202	\$17,982,202
CalTRUST	Y	100%	6.44%	\$10,354,937	\$10,000,000	\$10,354,937
Medium Term Notes	Y	30%	14.70%	\$24,000,000	\$24,346,029	\$23,615,485
Municipal Bonds	Y	100%	0.92%	\$1,500,000	\$1,541,840	\$1,486,070
Negotiable Certificates of Deposit	Y	30%	25.11%	\$40,531,000	\$40,428,552	\$40,351,152
Government Agency	Y	100%	1.23%	\$2,000,000	\$2,013,653	\$1,973,650
U.S. Treasuries	Y	100%	35.51%	\$60,000,000	\$55,831,370	\$57,049,560
Totals			100.00%	\$164,233,274	\$160,008,780	\$160,678,191

Rating Compliance

As of June 2024

Security Type	Issuer	CUSIP	S&P Rating	Moody Rating	In Compliance?	Market Va..	Weight	Maximum ..
CalTRUST	CalTRUST	CalTRUST	Null	Null	Y	#####	6.44%	1.00%
Cash Sweep	Bank	Cash Sweep	Null	Null	Y	\$1,766,060	1.10%	1.00%
Government Agency	FEDERAL HOME LOAN BKS	3130ASA82	AA+	AAA	Y	\$495,585	0.31%	100.00%
		3130ASE96	AA+	AAA	Y	\$980,750	0.61%	100.00%
	TENNESSEE VALLEY AUTH	880591ER9	AA+	AAA	Y	\$497,315	0.31%	100.00%
Medium Term Notes	AMAZON COM INC	023135CP9	AA	A1	Y	\$992,570	0.62%	1.00%
	AMERICAN HONDA FIN CO	02665WED9	A-	A3	Y	\$990,290	0.62%	1.00%
	APPLE INC	037833ECO	AA+	AAA	Y	\$442,145	0.28%	1.00%
	ASTRAZENECA FINANCE L	04636NAA1	A	A2	Y	\$464,215	0.29%	1.00%
	BANK NOVA SCOTIA B C	06418BAE8	A-	A2	Y	\$943,140	0.59%	1.00%
	BANK OF AMERICA CORP	06051GFX2	A-	A1	Y	\$484,605	0.30%	1.00%
	CANADIAN IMP BK COMM	13607HR61	A-	A2	Y	\$957,430	0.60%	1.00%
	CIGNA CORP	125523AG5	A-	BAA1	Y	\$491,600	0.31%	1.00%
	CITIGROUP INC	172967KN0	BBB+	A3	Y	\$482,900	0.30%	1.00%
	COCA COLA CO THE	191216CL2	A+	A1	Y	\$496,415	0.31%	1.00%
	COMCAST CORP	20030NBW0	A-	A3	Y	\$936,230	0.58%	1.00%
	DEERE JOHN CAPITAL	24422EWR6	A	A1	Y	\$995,740	0.62%	1.00%
	DEUTSCHE BK AG N Y	25160PAM9	A	A1	Y	\$1,001,690	0.62%	1.00%
	ESTEE LAUDER CO INC	29736RAN0	A	A1	Y	\$492,400	0.31%	1.00%
	GOLDMAN SACHS GROUP I	38141GXJ8	BBB+	A2	Y	\$492,355	0.31%	1.00%
	IBM CORP	459200AS0	A-	A3	Y	\$1,051,480	0.65%	1.00%
	INTEL CORP	458140CD0	A-	A3	Y	\$994,030	0.62%	1.00%
	INTERCONTINENTAL EXCH	45866FAD6	A-	A3	Y	\$488,935	0.30%	1.00%
	MEAD JOHNSON NUTRITIO	582839AH9	A-	A3	Y	\$491,340	0.31%	1.00%
	MITSUBISHI UFJ FIN GR	606822AJ3	A-	A1	Y	\$947,820	0.59%	1.00%
	MORGAN STANLEY	61746BDZ6	A-	A1	Y	\$488,770	0.30%	1.00%
	ROYAL BK CDA	78016Ezd2	A	A1	Y	\$959,630	0.60%	1.00%
	STRYKER CORP	863667AH4	BBB+	BAA1	Y	\$486,595	0.30%	1.00%
	SUMITOMO MITSUI FINL	86562MAY6	A-	A1	Y	\$947,570	0.59%	1.00%
	TORONTO DOMINION BANK	89115A2M3	A	A1	Y	\$998,800	0.62%	1.00%
	TOSCO CORP	891490AR5	A-	A2	Y	\$2,122,180	1.32%	1.00%
	TOYOTA MTR CR CORP FR	89236TKL8	A+	A1	Y	\$1,014,710	0.63%	1.00%
	UNITED PARCEL SERVICE	911312BT2	A	A2	Y	\$496,950	0.31%	1.00%
	UNITEDHEALTH GROUP IN	91324PDN9	A+	A2	Y	\$489,380	0.30%	1.00%
	WELLS FARGO COMPANY	94974BGL8	BBB	A3	Y	\$973,570	0.61%	1.00%
Municipal Bonds	NEW YORK NY TXBL FISC	64966QCA6	AA	AA2	Y	\$997,070	0.62%	1.00%
	ONTARIO CA INTERNATIO	683042AJ4	AA	N/A	Y	\$489,000	0.30%	1.00%
U.S. Treasuries	U S TREASURY NOTE	91282CCJ8	N/A	AAA	Y	#####	6.93%	100.00%
		91282CEX5	N/A	AAA	Y	#####	7.47%	100.00%
		91282CHK0	N/A	AAA	Y	#####	7.35%	100.00%
		912828ZV5	Null	AAA	Y	#####	6.64%	100.00%
		912828ZW3	N/A	AAA	Y	#####	7.12%	100.00%

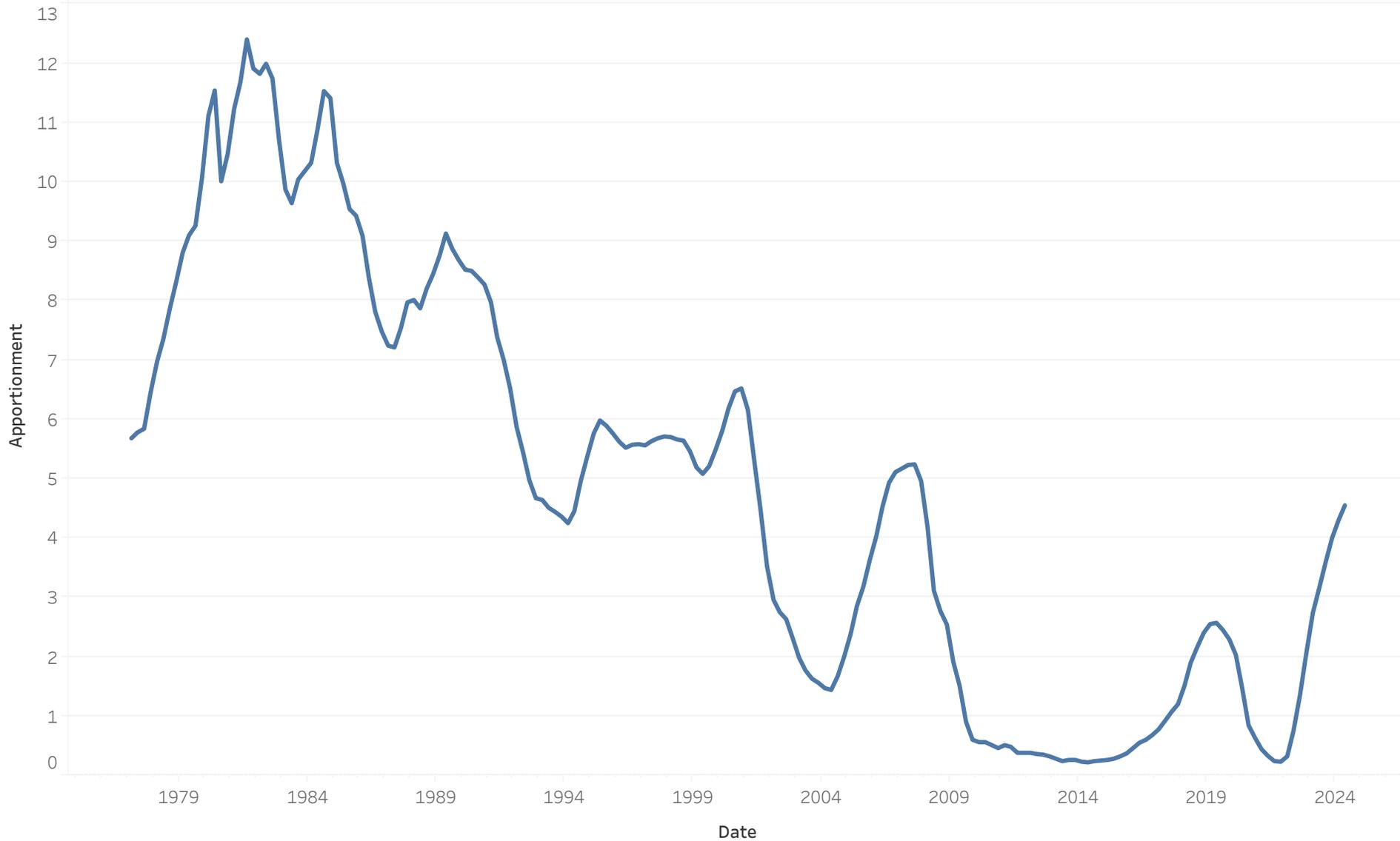


CITY OF
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LAIF

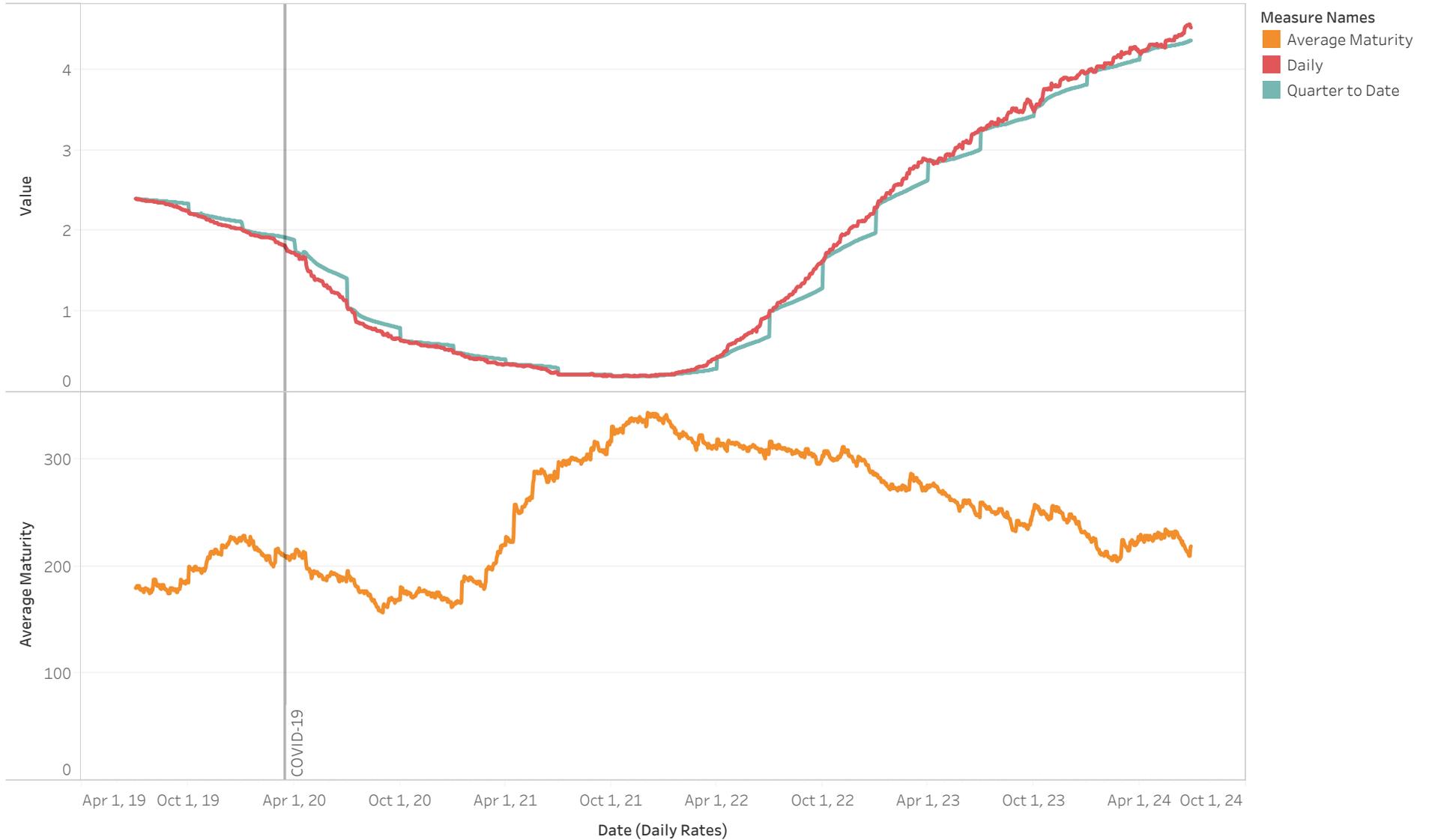
LAIF Apportionment Rates

As of June 2024



LAIF Diagnostics

As of June 2024



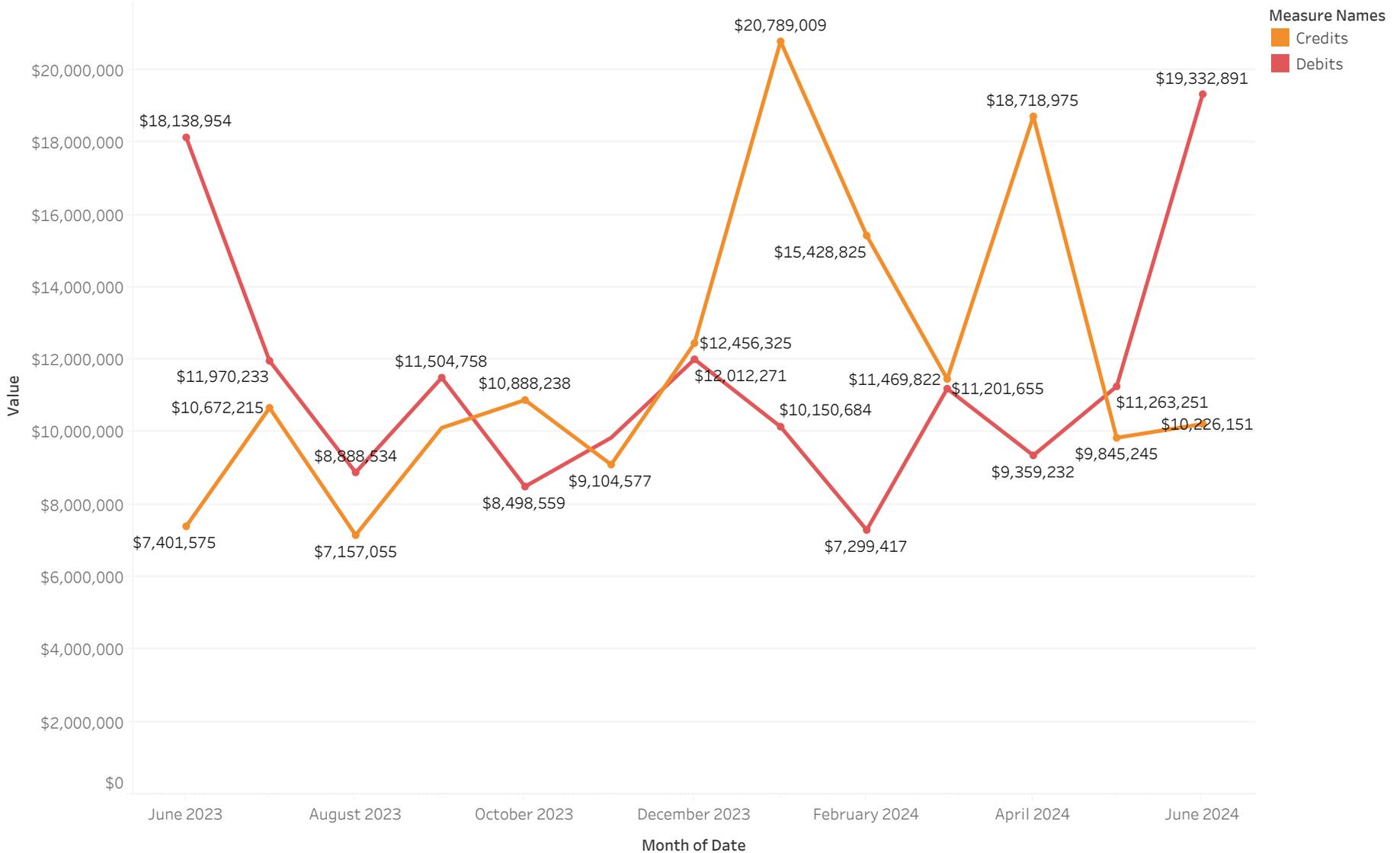


CITY OF
EL SEGUNDO

City Cash Flows

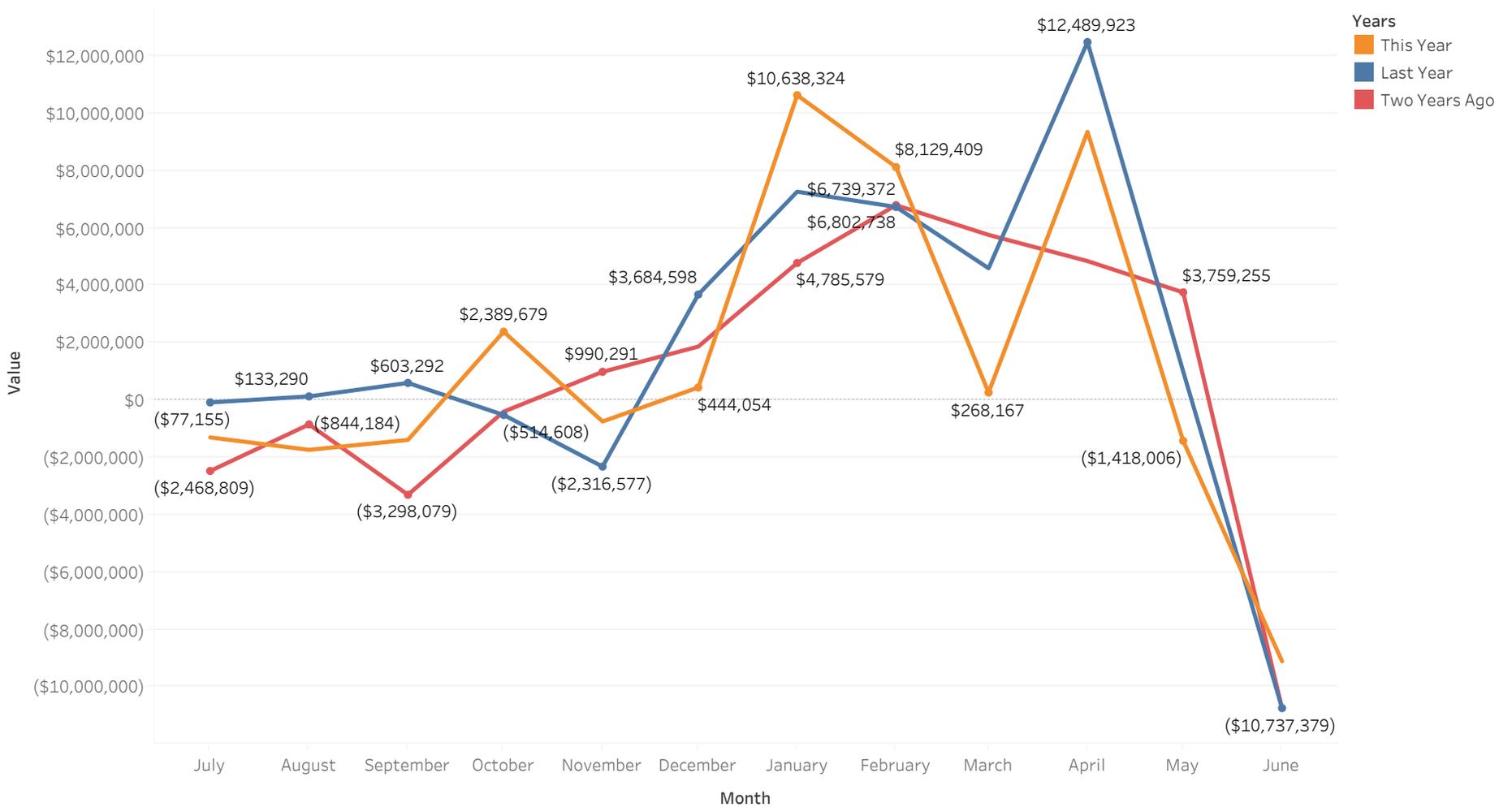
Rolling 13-Month Cash Flow Analysis

As of June 2024



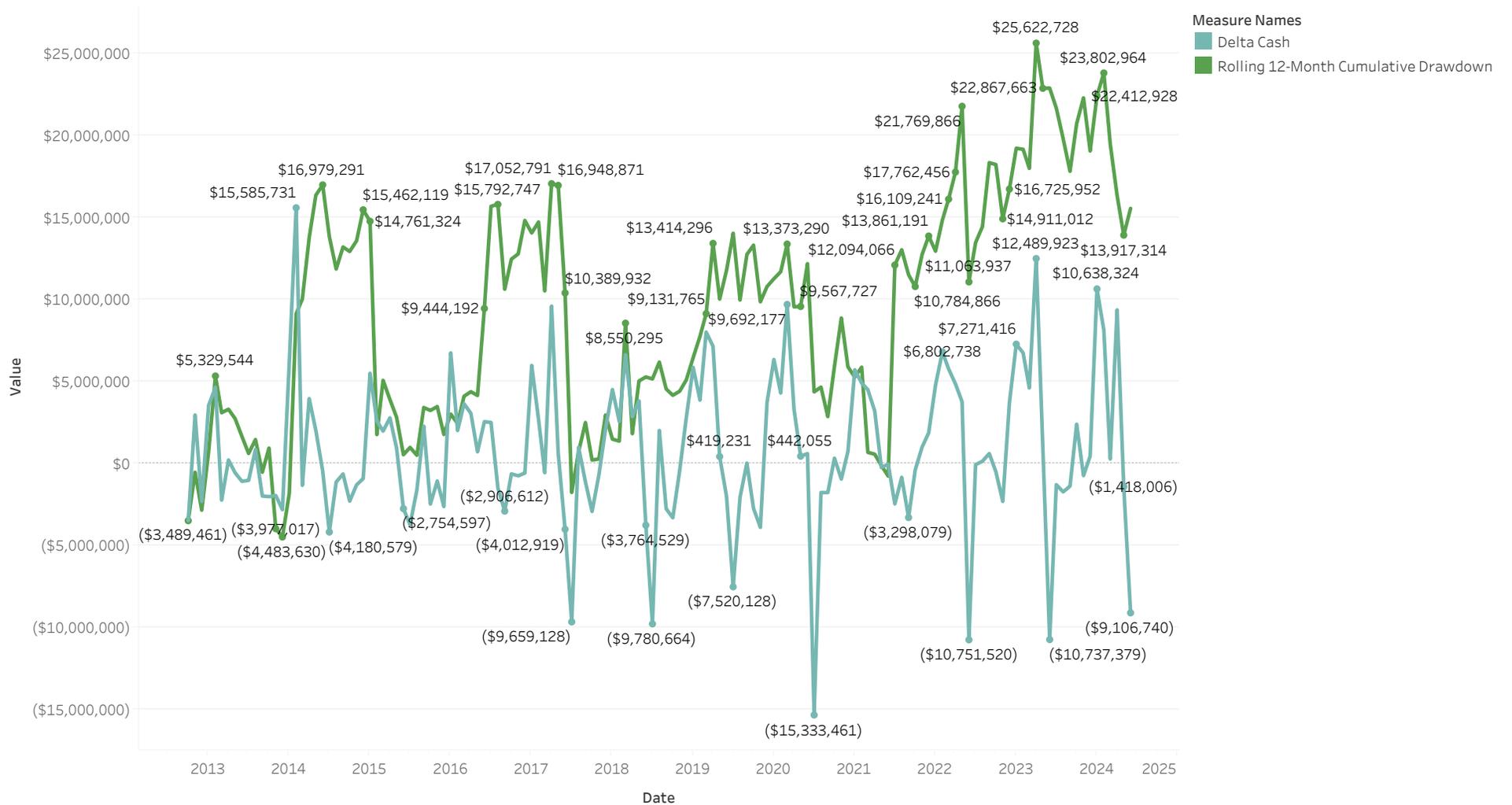
Net Change in Cash by Year

As of June 2024



Historic Drawdowns

As of June 2024



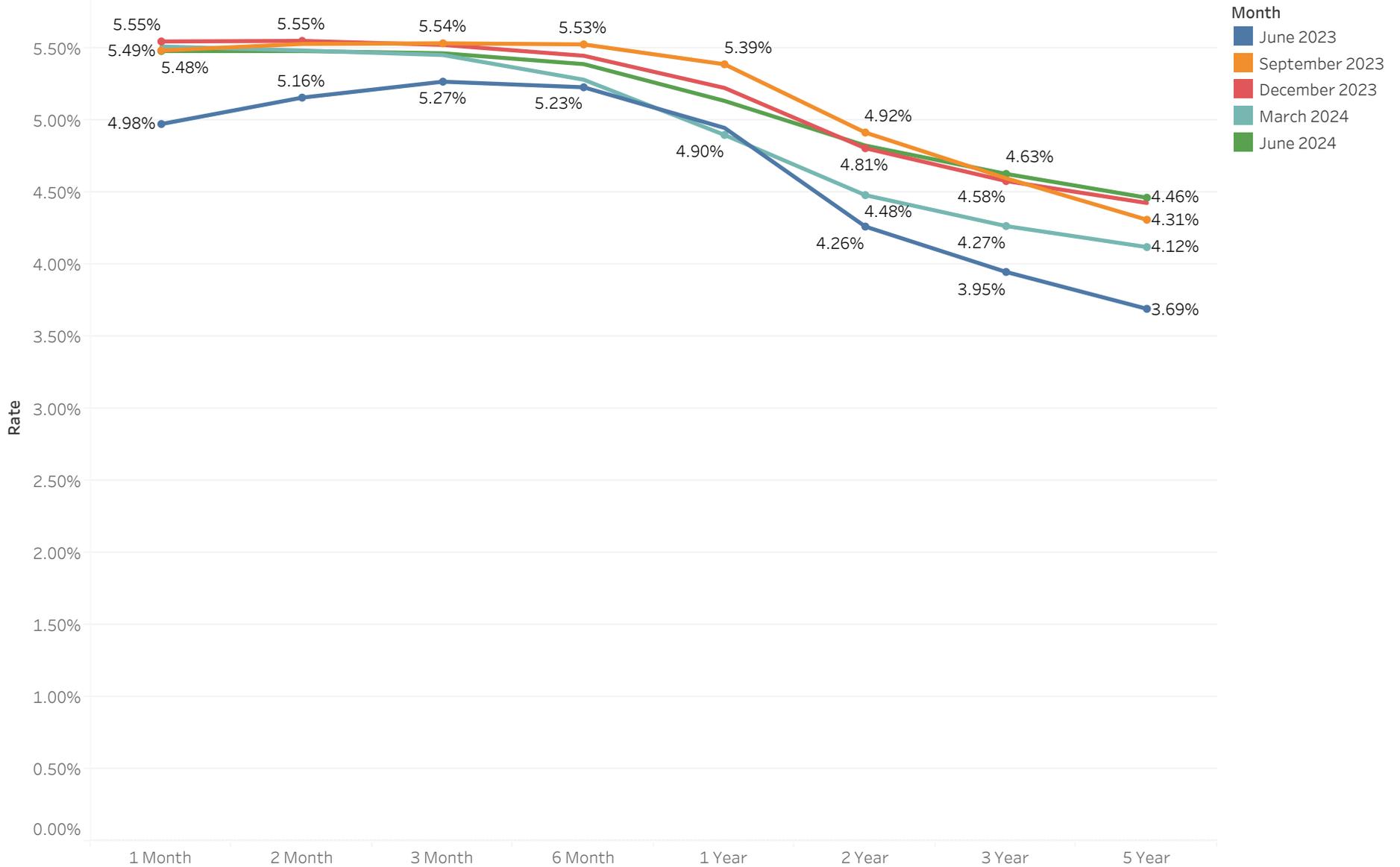


CITY OF
EL SEGUNDO

Economic Environment

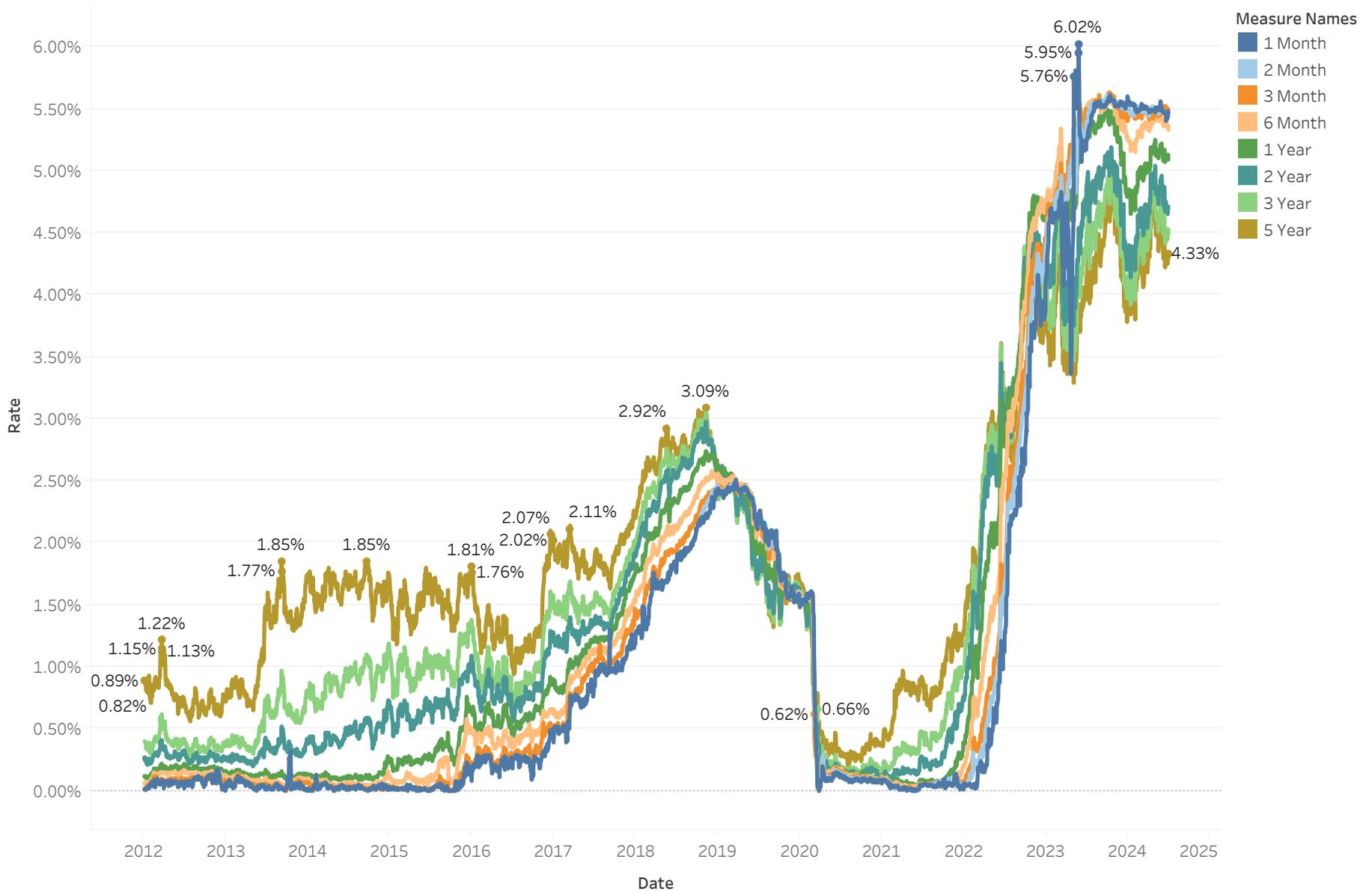
U.S. Treasury Yield Curve

As of June 2024



U.S. Treasury Maturity Through Time

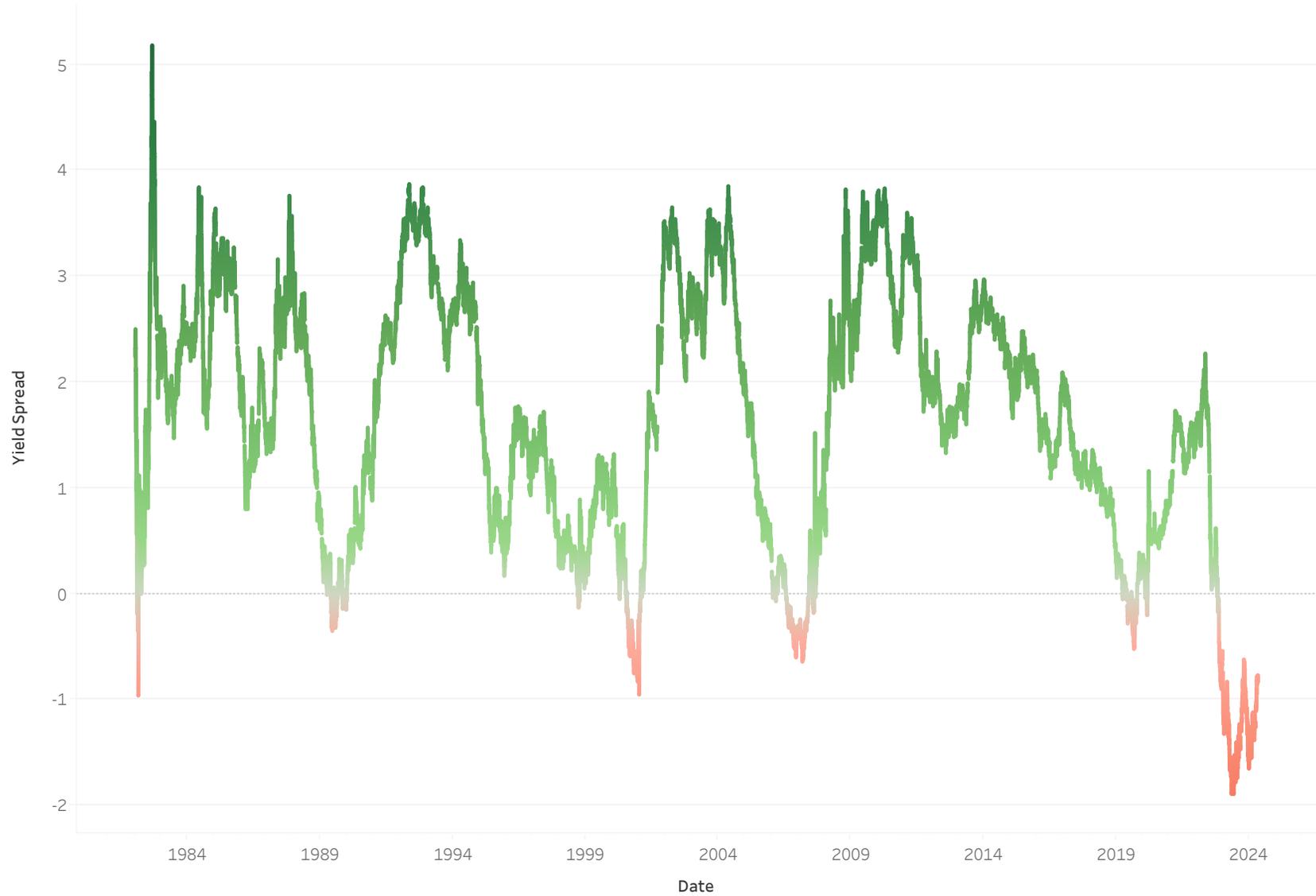
As of June 2024



10-Year Minus 3-Month Treasury Yield Spread

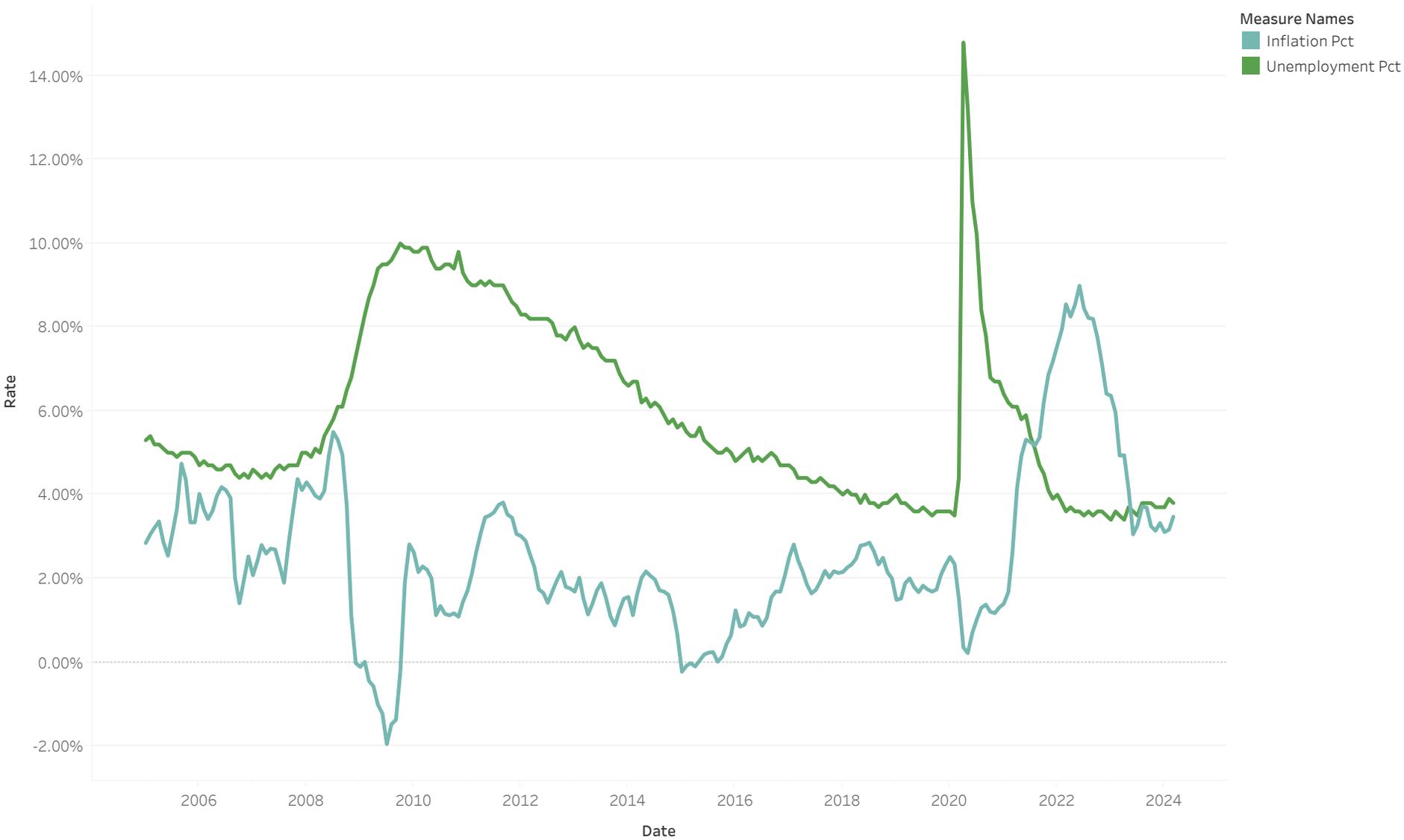
Spread

As of June 2024



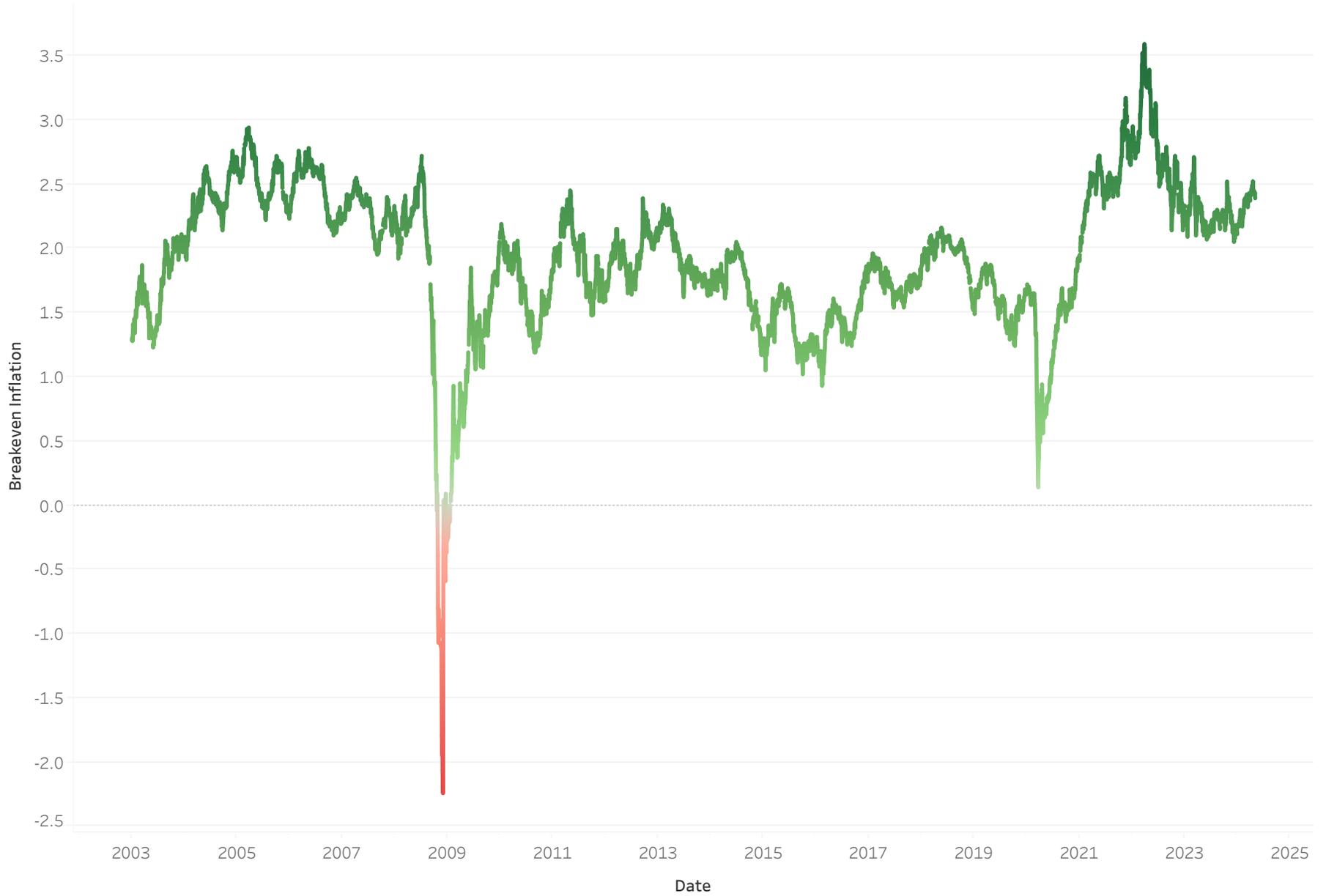
Unemployment vs Inflation

As of June 2024



5-Year Breakeven Inflation Prediction

As of June 2024





CITY OF
EL SEGUNDO

I certify that this report accurately reflects all pooled investments and it is in conformity with the investment policy as approved by the City Council on 10/1/22. A copy of this policy is available in the office of the City Clerk. The investment program herein shown provides sufficient cash flow liquidity to meet the next six months estimated expenditures.

Sources for the valuations are as follows:

Federal Agency Issues, Treasury Securities and Miscellaneous Securities: Union Bank, the custodial agent for the City of El Segundo.

Detailed information on all purchase and sale transactions follows the Investment Portfolio Details section.

	7/11/2024
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Matthew Robinson, City Treasurer

Date



City Council Agenda Statement
Meeting Date: September 3, 2024
Agenda Heading: Council Member Giroux
Item Number: 20

TITLE:

Resolution to Amend Preferential Parking Zone 3

RECOMMENDATION:

1. Adopt resolution to add restrictions to Preferential Parking Zone 3, including E. Pine Avenue from Kansas Street to Washington Street; and allowing overnight parking with a permit (from 6 p.m. to 6 a.m.) along the west side of Illinois Street from E. Mariposa Avenue to E. Holly Avenue.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

On February 6, 2024, City Council approved a resolution establishing Preferential Parking Zone 3, requiring 24-hour residential parking permits along the following street segments:

- West curb line of Indiana Street between Mariposa Avenue and Holly Avenue
- East curb line of Illinois Street between Mariposa Avenue and Holly Avenue
- North and south curb line of Pine Ave. between Illinois Street and Indiana Street
- North curb line of Holly Avenue between Illinois Street and Indiana Street
- South curb line of Mariposa Avenue between Indiana Street and Illinois Street

The same resolution also established a two-hour vehicle parking restriction along the following street segments:

- West curb line of Illinois Street, from Mariposa Avenue to Holly Avenue

Amend Preferential Parking Zone 3

September 3, 2024

Page 2 of 3

- East curb line of Indiana St. from Mariposa Avenue to Holly Avenue

On March 19, 2024, this Preferential Parking Zone 3 was amended to include Washington Street from Mariposa Avenue to Holly Avenue, and established an additional four-hour parking restriction along the west curb line of Kansas Street and the north curb line of Holly Avenue fronting Holly Kansas Park.

DISCUSSION:

After the implementation of this Preferential Parking Zone 3, some residents expressed concerns and based on input from the residents, staff recommends the amendment of Preferential Parking Zone 3 to include E Pine Avenue from Kansas Street to Washington Street, and to allow overnight parking (from 6 p.m. to 6 a.m.) with permits only along the west side of Illinois Street, from E Mariposa Avenue to E Holly Avenue. Staff initially recommended the inclusion of E Pine Avenue from Kansas Street to Washington Street in Preferential Parking Zone 3. To reiterate, the two-hour restriction along the west side of Illinois Street would remain in place, subject to enforcement by the Police Department, except for individuals with permits who can park overnight from 6 p.m. to 6 a.m.

It is to be noted that staff will bring this item back to the City Council in November 2024 for the final assessment of this pilot project.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Optimize Community Safety and Preparedness

Strategy C: Protect and prepare the El Segundo Community and staff for any emergency, disaster, or environmental violation.

Strategy D: Ensure that the community feels safe and is satisfied with the services of the El Segundo Police Department.

Goal 3: Deliver Solution-Oriented Customer Service, Communication, Diversity, Equity, and Inclusion

Strategy A: Enhance proactive community engagement program to educate and inform the public about City services, programs, and issues.

PREPARED BY:

James Rice, Associate Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Amend Preferential Parking Zone 3

September 3, 2024

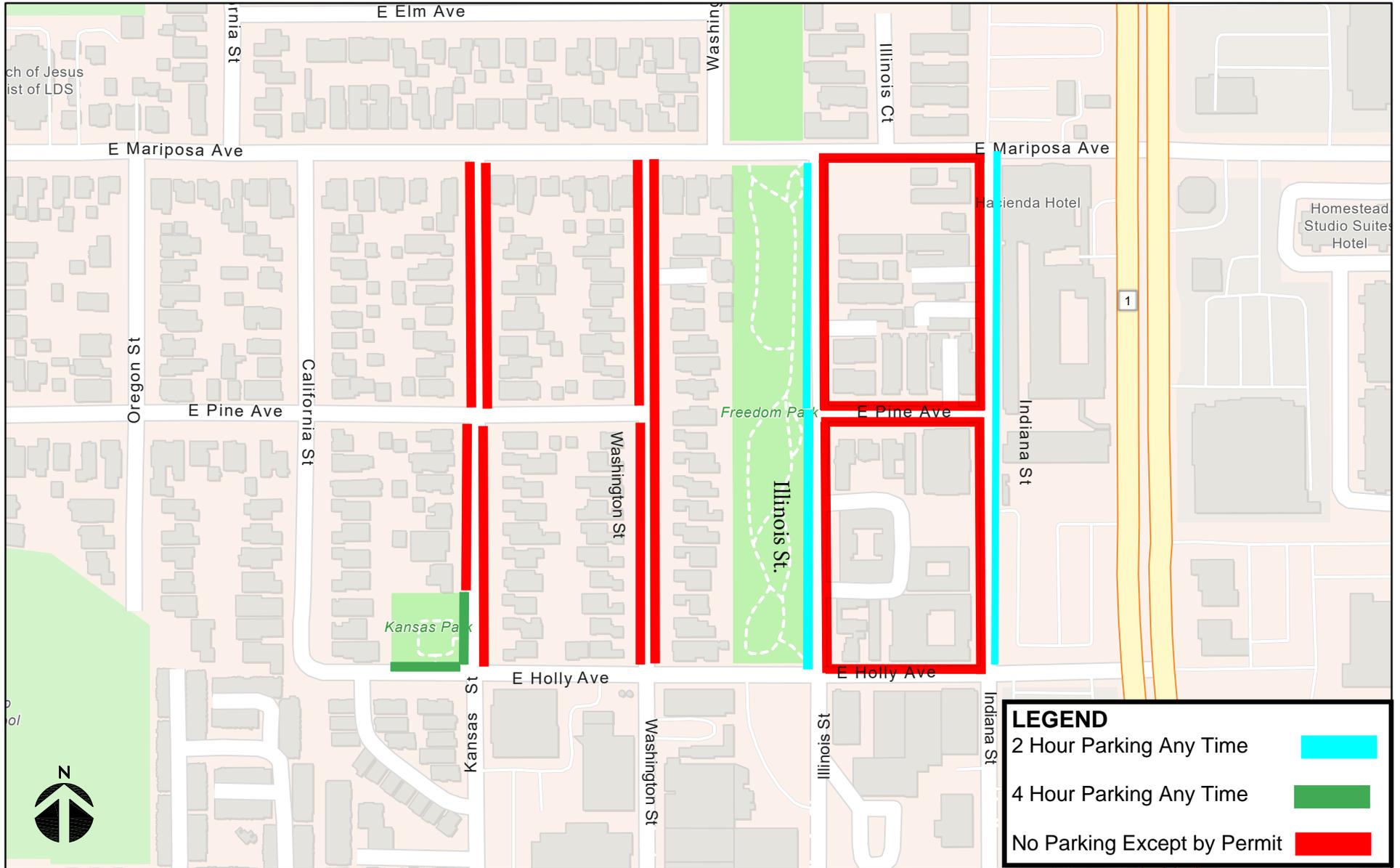
Page 3 of 3

Barbara Voss, Deputy City Manager

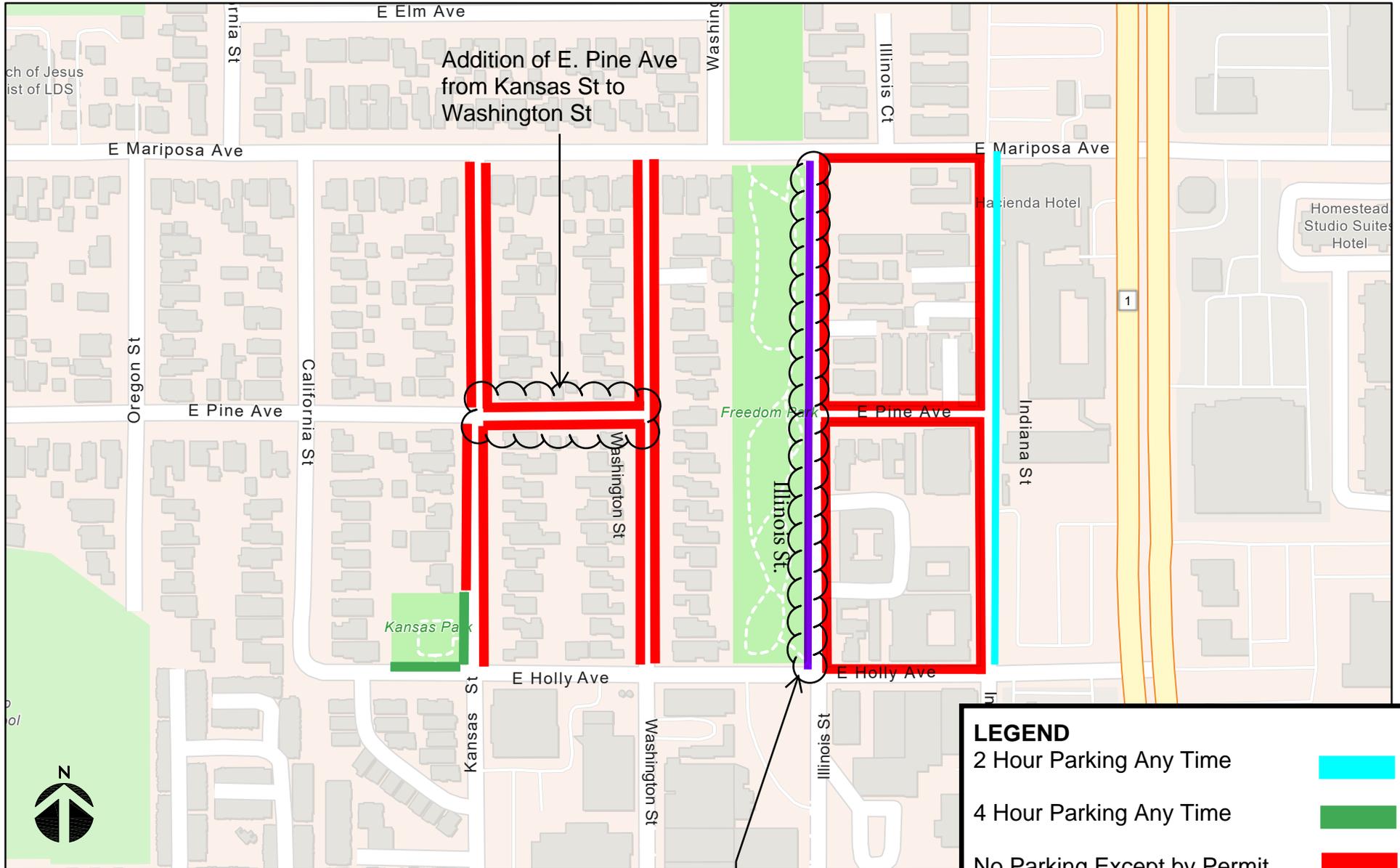
ATTACHED SUPPORTING DOCUMENTS:

1. Current Preferential Parking Zone 3 Map
2. Proposed Preferential Parking Zone 3 Map
3. ES - Resolution Preferential Parking Zone 3 Update 03192023 v2

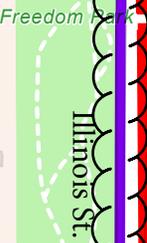
Current Preferential Parking Zone 3 Map



Proposed Preferential Parking Zone 3 Map



Addition of E. Pine Ave from Kansas St to Washington St



Revise parking restrictions to allow overnight parking with permit

LEGEND

- 2 Hour Parking Any Time
- 4 Hour Parking Any Time
- No Parking Except by Permit
- Overnight Parking with Permit (6:00PM to 6:00AM)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL SEGUNDO, CALIFORNIA DESIGNATING
PREFERENTIAL PARKING ZONE NO. 3 AND
ASSOCIATED HOURLY RESTRICTIONS PURSUANT TO
VEHICLE CODE § 22500 ET SEQ.**

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

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

A. Preferential parking in “Zone No. 3,” as defined below, is required to enhance or protect the quality of life in the area of the designated area and necessary to provide reasonably available and convenient parking for the benefit of adjacent residents.

B. Based upon the recommendation of the Public Works Director, acting as the City Traffic Engineer, and the agenda report accompanying this Resolution, the following conditions set forth in El Segundo Municipal Code (“ESMC”) § 8-5A-4 exist to substantiate the establishment of preferential parking in Zone No. 3:

1. Regular Interference: That “nonresident vehicles”, defined as those vehicles owned and/or operated by persons who are not “residents,” do or may substantially and regularly interfere with the use of the majority of available public street or alley parking spaces in the proposed zone by adjacent residents;
2. Regular Intervals: That the interference by the nonresident vehicles referred to in subsection A occurs in the proposed zone at regular and significant daily or weekly intervals;
3. Noise: That the nonresident vehicles parked in the area of the proposed zone cause or are the source of unreasonable noise, traffic hazards, environmental pollution, or devaluation of real property in the area of the proposed zone; and
4. Shortage of Parking Spaces: That a shortage of reasonably available and convenient residential related parking spaces exists in the area of the proposed zone.

SECTION 2. *Zone Establishment.* Subject to the provisions of ESCM § 8-5A-5, 24-hour preferential parking is established in the area comprising Zone No. 3 as follows:

ZONE 3: No parking except by permit on: the east curb line and west curb lines of Washington St. between Mariposa Ave. and Holly Ave.; the west curb line of Indiana St. between Mariposa Ave. and Holly Ave.; the east curb line of Illinois St. between Mariposa Ave. and Holly Ave.; the north and south curb lines of Pine Ave. between Illinois St. and Indiana St.; the north curb line of Holly Ave. between Illinois St. and Indiana St.; the south curb line of Mariposa Ave. between Indiana St. and Illinois St.; the east and west curb lines of Kansas St. between Holly Ave. and

Mariposa Ave.; and the north and south curb lines of Pine Ave. between Kansas St. and Washington St.

The establishment of preferential parking in Zone No. 3 in above paragraph will be temporarily effective from May 1, 2024 through April 30, 2025 as a pilot program, unless earlier terminated by the City Council.

SECTION 3. *Additional Two-Hour Parking Restriction.* Pursuant to Vehicle Code § 22507, a two-hour vehicle parking restriction is established on: the west curb line of Illinois St. from Mariposa Ave. to Holly Ave.; and the east curb line of Indiana St. from Mariposa Ave. to Holly Ave. The foregoing notwithstanding, any resident subject to Zone No.3, as established in section 2, above, may park along the west curb line of Illinois St. from Mariposa Ave. to Holly Ave. between the overnight hours of 6:00 p.m. through 6:00 a.m. without the two-hour vehicle parking restriction applying, so long as the resident properly displays a City-issued permit IN his or her vehicle during such overnight hours.

SECTION 4. *Additional Four-Hour Parking Restriction.* Pursuant to Vehicle Code § 22507, a four-hour vehicle parking restriction is established on the west curb line of Kansas St. fronting Holly Kansas Park and the north curb line of Holly Ave. fronting Holly Kansas Park.

SECTION 5. *Direction.*

- A. The Public Works Director, or designee, is directed to do the following, pursuant to ESMC Chapter 8-5A, as to Zone No. 3 established in Section 2, above, and pursuant to Vehicle Code § 22500 et seq., as to restrictions set forth in Sections 3 and 4, above:
 1. Take necessary steps to notify the public of Zone No. 3's preferential parking restrictions and the hourly and overnight parking restrictions set forth in Sections 3 and 4, above, including, without limitation, the installation of appropriate signage; and
 2. Issue permits for preferential parking to residents and visitors pursuant to the requirements and limitations of ESMC § 8-5A-7 and exemptions set forth in ESMC § 8-5A-8, as to the restrictions in Section 2, and the permits for preferential parking, as to the restrictions set forth in Section 3, above.
- B. The Chief of Police, or designee, is directed to enforce violations of ESMC Chapter 8-5A pursuant to ESMC § 8-5A-9(C), as to Zone No. 3 established in Section 2, above, and violations of Sections 3 and 4, above, pursuant to Vehicle Code § 22500 et seq.
- C. The Public Works Director, or designee, is directed to notify the public of the two-hour vehicle parking restriction established in Section 3, above, including, without limitation, the installation of appropriate signage and issuance of permits, pursuant to Section 3, above.
- D. The Public Works Director, or designee, is directed to notify the public of the four-hour vehicle parking restriction established in Section 4, above, including, without limitation, the installation of appropriate signage.

SECTION 6. Severability; Supersession. 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. This Resolution supersedes any previously adopted Resolution concerning the establishment of Zone No. 3 which are hereby rescinded.

SECTION 7. 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 8. Effective Date. This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 9. 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 _____, 2024.

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 ____ 2024, 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