AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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

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

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, DECEMBER 16, 2014 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

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

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d) (3): -3- matter

1. City of El Segundo vs. City of Los Angeles, et.al. LASC Case No. BS094279
2. Penuelas vs. City of El Segundo, LASC Case No. BC55698
3. Hooper vs. City of El Segundo, LASC Case No. BC 540995

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d) (2) and (3): -0- matter.

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

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

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

PUBLIC EMPLOYEEMENT (Gov’t Code § 54957) -0- matter
CONFERECE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -8-matters

1. **Employee Organizations**: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory and Professional Employees Association; City Employees Association; Executive Management Group (Unrepresented Group); Management/Confidential Group (Unrepresented Group)

   Agency Designated Representative: Steve Filarsky and City Manager

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

EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, DECEMBER 16, 2014 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE – Council Member Fellhauer
PRESENTATIONS

a) Commendation – Presented to Linda Messia; RSVP of the Year (Retired Senior Volunteer Program).

b) Commendation – Thanking all sponsors, supporters and volunteers for their contributions to the El Segundo Community Christmas Dinner to be held on December 25, 2014.

ROLL CALL

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

1. Request by resident John D. Gutt:

I would ask the Council’s consideration and possible action to direct the Golf Course Sub-Committee to begin that “public deliberation” and work with Staff on developing the structure, elements and terms of an RFP capable of delivering to the city the best overall offer for superior recreational use of The Lakes at El Segundo that is consistent with Council and community expectations regarding both financial performance and the services provided to our community.

CITY COUNCIL COMMENTS – *(Related to Public Communications)*

A. PROCEDURAL MOTIONS

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)
1. Consideration and possible action to: 1) adopt a resolution to vacate an existing 150-foot wide public street easement at 815 and 821 Hornet Way. Applicant: Northrop Grumman c/o DCA Engineering. (Fiscal Impact: None).
   Recommendation – 1) Open the public hearing and take testimony; 2) After considering the evidence from the public hearing, adopt the proposed Resolution vacating an existing 150-foot wide public street easement at 815 and 821 Hornet Way; 3) Alternatively, discuss and take other possible action related to this item.

C. UNFINISHED BUSINESS

2. Consideration and possible action to consider implementing lane width, loading and handicap access striping changes to the 100 and 200 blocks of Richmond St. (Fiscal Impact: $0)
   Recommendation – 1) Consider whether to implement striping changes to the lane widths, loading zones and handicap access stalls in the 100 and 200 blocks of Richmond St.; 2) Alternatively, discuss and take other action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

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

3. Warrant Numbers 3003732 through 3003930 on Register No. 5 in the total amount of $1,663,126.39 and Wire Transfers from 11/17/2014 through 11/30/2014 in the total amount of $901,686.15.
   Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

   Recommendation – Approval.
5. Consideration and possible action to upgrade the existing Library's Circulation and Online Catalog System, Millennium, to the current version of Sierra. In addition, include the expanded features for integrated E-books, Mobile Apps and access to other new technologies with a subscription to Encore. Both upgrades are from Innovative Interfaces, Inc.
(Fiscal Impact: $56,000)
Recommendation – 1) Authorize the City Manager to enter into an agreement in a form approved by the City Attorney; 2) Alternatively, discuss and take other possible action related to this item.

6. Consideration and possible action to adopt Ordinance No. 1499 Environmental Assessment No. EA-1075 (determination of consistency with previously adopted Program/Project Final Environmental Impact Report); Development Agreement No. DA 14-02 (Sixth Amendment to Development Agreement No. DA 03-01) for the Plaza El Segundo Development site to allow up to two Health Clubs and Fitness Centers provided that no such use exceed 8,500 square feet and the combined square footage of both does not exceed 11,502 square feet of total floor area; and Zone Text Amendment No. ZTA 14-02 to increase the area of General Office uses permitted in the Commercial Center (C-4) Zone to 30,072 gross square feet.
(Fiscal Impact: None)
Recommendation – 1) Waive second reading and adopt Ordinance No. 1499 for Environmental Assessment No. EA-1075, Development Agreement No. DA 14-02, and Zone Text Amendment No. ZTA 14-02; and/or 2) Alternatively, discuss and take other possible action related to this item.

7. Consideration and possible action to receive and file this report regarding emergency work to repair dwelling units at the Park Vista Senior Housing Facility due to water intrusion without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") §§ 1-7-12 and 1-7A-4.
(Fiscal Impact: $50,000.00)
Recommendation – 1) Receive and file this report regarding emergency work to repair dwelling units at the Park Vista Senior Housing Facility due to water intrusion without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") §§ 1-7-12 and 1-7A-4; 2) Alternatively, discuss and take other action related to this item.
8. Consideration and possible action to receive and file this report regarding cleaning and repairing drywall and carpet as well as restoring furniture in the north portion of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") §§ 1-7-12 and 1-7A-4.
(Fiscal Impact: $37,000.00)
Recommendation – 1) Receive and file this report regarding cleaning and repairing drywall and carpet as well as restoring furniture in the north portion of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") §§ 1-7-12 and 1-7A-4; 2) Alternatively, discuss and take other action related to this item.

9. Consideration and possible action to receive and file this report regarding the emergency repair to remove debris in the attic space of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") §§ 1-7-12 and 1-7A-4.
(Fiscal Impact: $82,354.00)
Recommendation – 1) Receive and file this report regarding the emergency repair to remove debris in the attic space of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") §§ 1-7-12 and 1-7A-4; 2) Alternatively, discuss and take other action related to this item.

10. Consideration and possible action to authorize the City Manager to execute an amendment to License Agreement #4240 in a form approved by the City Attorney with The La Mirada Armada to continue to operate the El Segundo Armada Youth Swim Team at the Urho Saari Swim Stadium through December 31, 2016, at a rental rate of $1,825.00 per month.
(Fiscal Impact: $21,900 in Recreation Reservation Revenues annually)
Recommendation – 1) Authorize the City Manager to execute an amendment to License Agreement #4240 with The La Mirada Armada in a form approved by the City Attorney; 2) Alternatively, discuss and take other action related to this item.

11. Consideration and possible action regarding Adoption of the Resolutions updating the employer’s contribution under the Public Employees’ Medical and Hospital Care Act for the El Segundo Fire Fighters’ Association, the El Segundo Police Officers’ Association and the El Segundo Police Support Services Employees’ Association.
(Fiscal Impact: None – included in adopted budget)
Recommendation – 1) Adopt the resolutions; 2) Alternatively, discuss and take other action related to this item.

8
12. Consideration and possible action regarding 1) Approval of an Interim Side Letter between the City of El Segundo and the Police Managers' Association (PMA), and 2) Approval of a Resolution providing for changes to Chapter 1A2 of the El Segundo Administrative Code by adjusting base salary schedules, repealing obsolete sections, and modifying other benefit provisions for Management-Confidential and Executive classifications.  
(Fiscal Impact: N/A)  
Recommendation – 1) Approve Interim Side Letter; 2) Adopt the resolution; 3) Approve the attached base salary schedules; 4) Alternatively, discuss and take other action related to this item.

13. Consideration and possible action to select Landrum and Brown as the principal firm for acoustical testing and supplemental design services (RFQ 14-07) and authorize staff to negotiate a contract price for those services for the 2014/2015 fiscal year.  
(Fiscal Impact: None at this time)  
Recommendation – 1) Select Landrum and Brown as the principal firm for acoustical testing and supplemental design services in response to RFQ 14-07; 2) Authorize staff to negotiate a contract price for those services for the 2014/2015 fiscal year; 3) Alternatively, discuss and take other action related to this item.

14. Consideration and possible action regarding authorizing staff to advertise a new Notice Inviting Sealed Bids for the project related to Project No. RSI 14-29 (Group 62 of the City's Residential Sound Insulation Program).  
(Fiscal Impact: None at this time)  
Recommendation – 1) Authorize City staff advertise a new Notice Inviting Sealed Bids for the project; 2) Alternatively, discuss and take other action related to this item.

15. Consideration and possible action to authorize the City Manager, or designee, to record the Notice of Completion accepting completion of work for twenty-five (25) homes related to Project RSI 14-02 (the City's Residential Sound Insulation Program's Group 52).  
(Fiscal Impact: Final Contract Amount $1,019,211.87)  
Recommendation – 1) Authorize the City Clerk to file the City Manager's, or designee's, Notice of Completion in the County Recorder's Office; 2) Authorize the City Manager, or designee, to close out Project No. RSI 14-02; 3) Alternatively, discuss and take other action related to this item.
F. NEW BUSINESS

16. Consideration and possible action to 1) authorize the City Manager to reclassify a vacant Network Assistant position into an Information Systems Specialist; and 2) authorize the City Manager to reclassify two part-time Information Systems Specialist positions into a full-time Information Systems Specialist position; and 3) approve the creation of a new Information Systems Developer position and authorize the City Manager to initiate recruitment to fill this new position once job specifications have been finalized and approved by City Council.
(Fiscal Impact: $183,750.00)

Recommendation – 1) Authorize the City Manager to reclassify a vacant Network Assistant position into an Information Systems Specialist. (Fiscal Impact: $33,750.00); 2) Authorize the City Manager to reclassify two part-time Information Systems Specialist positions into a full-time Information Systems Specialist position. (Fiscal Impact: $35,000.00) 3) Authorize the City Manager to create a new position of Information Systems Developer and return with specifications. (Fiscal Impact: $115,000.00); 4) Alternatively, discuss and take other action related to this item.

17. Consideration and possible action regarding acceptance of the terms and conditions from a grant award by Chevron U.S.A., Inc. in the amount of $175,000 to assist in Economic and Business Development within the City of El Segundo over the next two fiscal years.
(Fiscal Impact: $175,000 Revenue for the Chevron USA, Inc. Grant Account for FY 2014-2015 and 2015-16)

Recommendation – 1) Authorize the City Manager to execute the Grant Agreement with Chevron U.S.A., Inc.; 2) Appropriate grant funding for FY 2014-15 and 2015-16 in the Economic Development Grant Fund Account; 3) Alternatively, discuss and take other action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

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

Council Member Fellhauer –

Council Member Atkinson –

Council Member Dugan -

Mayor Pro Tem Jacobson –

Mayor Fuentes –

18. Consideration and possible action regarding the annual request of Mr. S. Claus for variances from the Municipal Code. (Fiscal Impact: None)

Recommendation – Approve the request by Mr. S. Claus for a waiver of the permits required for doing business within the City of El Segundo as follows: 1) The use of air rights and waiver of the Santa Monica Radial 160 R procedure; 2) Grant a free business license for a non-profit organization; 3) Waiver of the Noise Ordinance to permit the sound of bells; 4) Waiver of the Trespass Ordinance including dealing with trespassing animals; 5) Waiver of the ordinance on Animal Regulations; 6) Alternatively, discuss and take other action related to this item.

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MEMORIALS –

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

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 12.11.14

TIME: 9:45 am

NAME: (Signed) Weaver
Commendation

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

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

WHEREAS, Linda Messia has been an El Segundo Police Department RSVP since November 8, 2005 working not only the required four hours per week, but contributing additional hours for special events such as DUI Checkpoints, City Elections, Neighborhood Watch in the Park, the Homecoming Parade, 4th of July in the Park, Winter Harvest, Plaza El Segundo’s Open House, and the Halloween Frolic. In addition, she has assisted the El Segundo Police Department’s Records Division and Crime Prevention Unit, and developed RSVP recruitment flyers; and

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

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

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, on this 16th day of December, 2014, hereby commend Linda Messia for her invaluable contributions to the Retired Senior Volunteer Program, and invite all citizens in recognizing him as the El Segundo Police Department’s RSVP of the Year.

Suzanne Fuentes
Mayor

Mayor Pro Tem Carl Jacobson
Council Member Dave Atkinson
Council Member Marie Fellhauer
Council Member Michael Dugan
WHEREAS, The El Segundo Community Christmas Dinner was conceived by El Segundo resident Bill Coffinman in 1983; Bill solicited the help of local businesses, residents and organizations to fund, cook and serve a traditional Christmas dinner that brought people together to share the holiday spirit; and

WHEREAS, The El Segundo Community Christmas Dinner has become a hometown tradition that has served the community for over 30 years. The last 26 Christmas dinners have been served at the Joslyn Center; and

WHEREAS, The Annual Christmas Dinner will be provided this season with the generous donations of food and preparation by KJ’s Diner and Restaurant, other food donations from the Doubletree Hotel, floral arrangements provided by Natural Simplicity, and the time and effort of many individual volunteers along with the support of the Recreation and Parks Department Outreach Office; and

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

NOW, THEREFORE, on this 16th day of December, 2014, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby commend and thank all sponsors, supporters and volunteers, for their unselfish community service in keeping this hometown holiday tradition alive in El Segundo.

Mayor Suzanne Fuentes

Mayor Pro Tem Carl Jacobson

Council Member Marie Fellhauer

Council Member Dave Atkinson

Council Member Michael Dugan
AGENDA ITEM
Request by Resident John D. Gutt

BACKGROUND

The City Council issued an RFP for a 3rd party expert opinion which has been deemed necessary to clarify financial questions surrounding the validity of the City’s decision to award a 50-year lease for the construction and operation of a TopGolf entertainment center at The Lakes @ El Segundo. This RFP is in response to a question that arose upon the City’s admission of mistakes made in analyzing the financial data which the Council relied upon in issuing its March 18, 2014 vote to award a 50-year lease to TopGolf. Simply put, the Council wants and needs to know what a 3rd party comparative financial analysis will show. Was the assumption that a TopGolf Facility would be financially superior to the current, normative golf operation accurate, negligible or completely inaccurate?

More importantly, should an answer be supplied to the above referenced question, will that answer in itself be enough to make a final and fully informed decision as to whether the city should proceed forward with Centercal/TopGolf without a greater look into the non-financial aspects of this decision? While this financial analysis may resolve questions and concerns that have been raised by at least three, and arguably four, of El Segundo’s City Council Members, many of these same Council Members have stated from the Council dais on multiple occasions that only a competitive process can answer all questions to their and to the community’s satisfaction. That means an RFP needs to be structured to invite proposals from any and all entities prepared to construct and operate some sort of recreational facility consistent with the terms of Chevron’s grant deed of the property to the City. This could mean Centercal/TopGolf, traditional golf management companies, or other entities/enterprises that none of us has imagined should all be considered. That is what competitive processes are designed to reveal — in this case the best offers as well as superior recreational uses in conformance with community expectations and desires.

All agree that time is of the essence. RFPs cannot be written in the flash of the moment when the Council discovers that its expert 3rd party financial analysis did not resolve all questions. RFPs take some time and a measure of public deliberation.

REQUEST

Therefore, I would ask the Council’s consideration and possible action to direct the Golf Course Sub-Committee to begin that “public deliberation” and work with Staff on developing the structure, elements and terms of an RFP capable of delivering to the city the best overall offer for superior recreational use of The Lakes @ El Segundo that is consistent with Council and community expectations regarding both financial performance and the services provided to our community.

CONCLUSION

If Council takes the above requested action and the 3rd party financial analysis proves inconclusive, the preliminary work for an RFP will have been completed in parallel and valuable time will have been saved. If the 3rd party financial analysis proves conclusive and Council is able to move forward without benefit of the kind of RFP suggested here, nothing will have been lost, save the time of the Golf Course Sub-Committee and a small contingent of support staff.
AGENDA DESCRIPTION:
Consideration and possible action to: 1) adopt a resolution vacating an existing 150-foot wide public street easement at 815 and 821 Hornet Way. Applicant: Northrop Grumman c/o DCA Engineering (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Open the public hearing and take testimony;
2. After considering the evidence from the public hearing, adopt the proposed Resolution vacating an existing 150-foot wide public street easement at 815 and 821 Hornet Way; and/or
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution to Vacate a 150-foot wide City Public Street Easement with Attachments (Easement Map Exhibit and Legal Description)
2. Resolution of Intention to Vacate a 150-foot wide City Public Street Easement with Attachments (Easement Map Exhibit and Legal Description)
3. Planning Commission Staff Report Regarding General Plan Consistency dated December 11, 2014
4. Planning Commission Resolution No. 2753 Regarding General Plan Consistency
5. DCA Letter to Northrop Grumman Systems Corporation dated March 4, 2014
6. Excerpts of DCA Street Dedication and Street Vacation Report

FISCAL IMPACT: None

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

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

BACKGROUND AND DISCUSSION:

I. Background

DCA Civil Engineering Group ("DCA") was hired on behalf of Northrop Grumman Systems Corporation ("Northrop"), to complete a civil engineering technical review of Northrop’s 82-acre property and to prepare a report summarizing Northrop’s ownership including street dedication and street vacation information. Northrop’s request is for the City to consider vacating a 150-
foot wide east-west public street easement that runs east-west through Northrop’s Campus generally along the southern property line of 815 and 821 Hornet Way by Council action (see Exhibits 4 and 5).

In compliance with the requirements of the Streets and Highways Code § 8300, et seq., the Council adopted a resolution of intent to vacate the existing 150-foot wide public street easement at the meeting on November 4, 2014 (see Exhibit 2) and notice of the intent to vacate the easement was provided. Further, utility companies were notified of their opportunity to retain an easement and this hearing is being held at least 15 days after the Resolution of Intent was adopted to comply with the requirements of the State and Highways Code. Finally, the Planning Commission will consider whether the proposed easement vacation is consistent with the General Plan at its December 11, 2014 meeting (see Exhibits 3 and 4).

II. Analysis

Public Street Vacation

A 150-foot wide portion of a 1940 City of El Segundo public street easement crosses through the Northrop Campus in an east-west direction between Hornet Way and Douglas Street affecting property addressed as 815 and 821 Hornet Way. The original easement, dated December 11, 1940, provides that if the easement area is not used for public street purposes, the easement reverts back to the property owner. This area has never been improved, maintained or used as a public street by the City. For decades, this area has always been improved with buildings and structures, as well as paved parking areas and vehicular and pedestrian circulation corridors, all of which has always been actively used in Northrop’s Campus operations, including up to the present day. DCA believes that the easement in favor of the City is no longer in effect, however, Northrop is requesting that the City formally vacate the easement area to create a public record and to clarify the boundaries of the Northrop-owned property. DCA has prepared a legal description and Exhibit Map for this area that is attached to the proposed resolution (see Exhibit 1).

DCA has contacted all utility companies and public agencies to determine if utility company or public agency-owned public service infrastructure is located within the subject easement areas to ensure that any existing public utility infrastructure located within the subject easement areas are protected with an existing utility easement or require an easement if one does not already exist. DCA determined after its inquiry and responses from various utility companies and public agencies that there would be no affect on existing utility infrastructure and that no new utility easements are needed.

General Plan Consistency and Planning Commission Action

Before vacating a street, highway or public service easement, the legislative body of a local agency must consider the agency’s general plan (S&H Code § 8313(a)). State law also provides that the street vacation must be submitted to the planning agency to ensure the vacation conforms to the general plan (Gov’t Code § 65402). On December 11, 2014 the Planning Commission will consider adopting Resolution No. 2753 regarding making General Plan consistency findings for
the proposed vacation. Planning Staff will report on the Commission’s action at the December 16, 2014 Council meeting.

III. Conclusion

Planning staff recommends that the Council adopt the proposed resolution vacating the existing 150-foot wide public street easement at 815 and 821 Hornet Way.
RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL VACATING A PUBLIC STREET EASEMENT AT 815 AND 821 HORNET WAY WITHIN THE CITY OF EL SEGUNDO.

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

SECTION 1: The City Council finds and declares that:

A. Northrup Grumman Systems Corporation ("Northrup Grumman") is the owner of certain property in the City of El Segundo addressed today as 815 and 821 Hornet Way;

B. Northrup Grumman has requested the City consider vacating a 150-foot wide easement that runs east-west generally along the southern property line of 815 and 821 Hornet Way, as described in the legal description attached as Exhibit "A" and the map attached as Exhibit "B" ("Public Street Easement");

C. On November 4, 2014, the City Council adopted a resolution of intention declaring the Council's intent to vacate the Public Street Easement and scheduling a public hearing to consider the same;

D. Public notice of the hearing was provided as required by Streets and Highways Code §§ 8322 and 8323;

E. On December 11, 2014, the Planning Commission adopted Resolution No. 2753 finding the proposed vacation consistent with the General Plan;

F. On December 16, 2014, the City Council held a public hearing and considered the proposed vacation of the Public Street Easement in compliance with Streets and Highways Code §§ 8300, et seq. and the information provided by the Planning Commission, City Staff, public testimony, and representatives of Northrop Grumman; and
G. This Resolution and its findings are made based upon the entire record including the testimony and evidence presented to the City Council at its December 16, 2014 public hearing, including, without limitation, the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Pursuant to Streets and Highways Code § 8312, the City of El Segundo orders the vacation of the Public Street Easement, as described in attached Exhibits “A” and “B,” which are incorporated by this referenced, and made part of this resolution.

SECTION 3: The City Clerk, or designee, is directed to record this Resolution pursuant to Streets & Highways Code § 8324 within ten (10) days of its adoption.

SECTION 4: From and after the date this Resolution is recorded, the Public Street Easement vacated by this Resolution will no longer constitute a public street easement.

SECTION 5: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 6: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

[SIGNATURES ON FOLLOWING PAGE]
PASSED AND ADOPTED this _____ day of _________, 2014.

______________________________________________
Suzanne Fuentes, 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 introduced by said City Council at a regular meeting held on the ___ day of ____________ 2014, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of ____________ 2014, 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

By:

______________________________________________
Karl H. Berger, Assistant City Attorney
EXHIBIT A

LEGAL DESCRIPTION TO ACCOMPANY PARTIAL STREET VACATION OF "DEED OF EASEMENT" RECORDED IN BOOK 18080, PAGES 278 TO 280, INCLUSIVE, O.R.

THAT PORTION OF THAT CERTAIN LAND IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 14 WEST, SBB&M, AS SAID SECTION IS SHOWN ON MAP RECORDED IN BOOK 70, PAGE 97, MISCELLANEOUS RECORDS OF SAID COUNTY, GRANTED TO THE CITY OF EL SEGUNDO FOR "PUBLIC STREET AND HIGHWAY PURPOSES" DESCRIBED IN THE "DEED OF EASEMENT" RECORDED IN BOOK 18080, PAGES 278 TO 280 INCLUSIVE, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF SAID CERTAIN LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID CERTAIN LAND, LYING 60.00 FEET WESTERLY OF THE MOST SOUTHEASTERLY CORNER OF SAID CERTAIN LAND; THENCE, WESTERLY ALONG SAID SOUTHERLY LINE, 1075.60 FEET TO A POINT LYING 150.00 FEET EASTERNLY FROM THE MOST SOUTHWESTERNLY CORNER OF SAID CERTAIN LAND; THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID CERTAIN LAND 150.00 FEET, TO A LINE PARALLEL WITH AND DISTANT 150.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHERLY LINE; THENCE EASTERLY, ALONG LAST SAID PARALLEL LINE, 1075.60 FEET, TO A LINE PARALLEL WITH AND DISTANT WESTERLY 60.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID CERTAIN LAND; THENCE SOUTHERLY, ALONG LAST SAID PARALLEL LINE, 150.00 FEET TO THE POINT OF BEGINNING.

AS SHOWN ON "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF.

LAND AREA = ±161,340 S.F., 3.70 ACRES

PREPARED UNDER MY DIRECT SUPERVISION

[Signature]

CHRISTOPHER W. VASSALLO

P.L.S. 8418

DATE 1/2/14
EXHIBIT B

POR. OF THE NE 1/4 OF SECT. 7,
T.3S, R.14W, SBBM

PORTION OF STREET DEED 18080/278-280
TO BE VACATED (HATCHED)

SCALE: NTS DATE: 06/12/14

BY: CSC JOB NO.: 14-151-1853.000-1222.03
RESOLUTION NO. 4891

A RESOLUTION DECLARING THE CITY COUNCIL’S INTENT TO VACATE A PUBLIC STREET EASEMENT AT 815 AND 821 HORNET WAY WITHIN THE CITY OF EL SEGUNDO.

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

SECTION 1: The City Council finds and declares that on December 2, 2014, or as soon thereafter as is practicable, it intends to hold a public hearing to consider abandoning a public street easement as set forth in attached Exhibit “A,” which is attached and incorporated by reference, pursuant to Streets and Highways Code §§ 8300, et seq.

SECTION 2: A public hearing is scheduled for December 2, 2014, at 7:00 p.m. in the City Council Chambers located at 350 Main Street, El Segundo, CA 90245. The City Council directs the City Manager, or designee, to provide notice as required by Streets and Highways Code §§ 8322 and 8323.

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

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

PASSED AND ADOPTED this 4th day of November, 2014.

Suzanne Fuentes, Mayor

ATTEST:

Tracy Weaver, City Clerk

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

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

LEGAL DESCRIPTION TO ACCOMPANY PARTIAL STREET VACATION OF "DEED OF EASEMENT"Recorded in Book 18080, Pages 278 to 280, Inclusive, O.R.

THAT PORTION OF THAT CERTAIN LAND IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 14 WEST, SBB&M, AS SAID SECTION IS SHOWN ON MAP Recorded in Book 70, Page 97, MISCELLANEOUS RECORDS OF SAID COUNTY, GRANTED TO THE CITY OF EL SEGUNDO FOR "PUBLIC STREET AND HIGHWAY PURPOSES" DESCRIBED IN THE "DEED OF EASEMENT" RECORDED IN BOOK 18080, PAGES 278 TO 280 INCLUSIVE, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF SAID CERTAIN LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID CERTAIN LAND, LYING 60.00 FEET WESTERLY OF THE MOST SOUTHEASTERLY CORNER OF SAID CERTAIN LAND; THENCE, WESTERLY ALONG SAID SOUTHERLY LINE, 1075.60 FEET TO A POINT LYING 150.00 FEET EASTERLY FROM THE MOST SOUTHWESTERLY CORNER OF SAID CERTAIN LAND; THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID CERTAIN LAND, 150.00 FEET, TO A LINE PARALLEL WITH AND DISTANT 150.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHERLY LINE; THENCE EASTERLY, ALONG LAST SAID PARALLEL LINE, 1075.60 FEET, TO A LINE PARALLEL WITH AND DISTANT WESTERLY 60.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID CERTAIN LAND; THENCE SOUTHERLY, ALONG LAST SAID PARALLEL LINE, 150.00 FEET TO THE POINT OF BEGINNING.

AS SHOWN ON "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF.

LAND AREA = ±161,340 S.F., 3.70 ACRES

PREPARED UNDER MY DIRECT SUPERVISION

[Signature]

CHRISTOPHER W. VASSALLO DATE

P.L.S. 8418
CITY OF EL SEGUNDO

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: December 11, 2014

SUBJECT/REQUEST: Determination of Consistency of the Proposed Vacation of a 150-Foot Wide Easement That Runs East-West Generally along the Southern Property Line of 815 and 821 Hornet Way with the City of El Segundo General Plan

PROPERTY INVOLVED: 815-821 Hornet Way

APPLICANT: Northrop Grumman Systems Corporation c/o DCA Civil Engineering Group

---

I. **Introduction**

DCA Civil Engineering Group ("DCA"), was hired on behalf of Northrop Grumman Systems Corporation ("Northrop"), to complete a civil engineering technical review of Northrop's 82-acre property and to prepare a report summarizing Northrop's ownership including street dedication and street vacation information. As a result of the conclusion reached in DCA's analysis, Northrop is requesting that the City consider vacating a 150-foot wide east-west public street easement through Northrop’s Campus by Council action. A public hearing is being scheduled for the City Council to consider this matter at their December 16, 2014 meeting. In order to consider this request, the Planning Commission must consider and determine if the requested street vacation is consistent with the City's General Plan, similar to its annual review of the CIP.

II. **Recommendation**

Planning staff recommends that the Planning Commission review the facts and findings as contained within this report, and adopt Resolution No. 2753 determining that the proposed vacation of the 150-foot wide easement that runs east-west generally along the southern property line of 815 and 821 Hornet Way is consistent with the City of El Segundo General Plan.

III. **Background**

A 150-foot wide portion of a 1940 City of El Segundo public street easement
crosses through the Northrop Campus in an east-west direction between Hornet Way and Douglas Street affecting property addressed as 815 and 821 Hornet Way. The original easement, dated December 11, 1940, provides that if the easement area is not used for public street purposes, the easement reverts back to the property owner. This area has never been improved, maintained or used as a public street by the City. For decades, this area has always been improved with buildings and structures, as well as paved parking areas and vehicular and pedestrian circulation corridors, all of which has always been actively used in Northrop’s Campus operations, including up to the present day. DCA believes that the easement in favor of the City is no longer in effect, however, Northrop is requesting that the City formally vacate the easement area to create a public record and to clarify the boundaries of the Northrop-owned property. DCA has prepared a legal description and Exhibit Map for this area that are attached to the proposed resolution.

DCA has contacted all utility companies and public agencies to determine if utility company or public agency-owned public service infrastructure is located within the subject easement areas to ensure that any existing public utility infrastructure located within the subject easement areas are protected with an existing utility easement or require an easement if one does not already exist. DCA determined after its inquiry and responses from various utility companies and public agencies that there would be no effect on existing utility infrastructure and that no new utility easements are needed.

On November 4, 2014, the City Council adopted a resolution of intention to vacate the easement and scheduled a public hearing to consider the vacation. The public hearing is scheduled for the December 16, 2014 City Council meeting. At that time, City Council will have the option to approve or deny the proposed vacation.

**IV. Analysis**

**General Plan Consistency**

Before vacating a street, highway or public service easement, the legislative body of a local agency must consider the agency’s general plan (S&H Code § 8313(a)). State law also provides that the street vacation must be submitted to the planning agency to ensure the vacation conforms to the general plan (Gov’t Code § 65402). The planning agency in the City of El Segundo is the Planning Commission.

The proposed vacation of a 150-foot wide easement that runs east-west generally along the southern property line of 815 and 821 Hornet Way is not included as a planned future street in the City’s Circulation Element Master Plan of Streets Exhibit C-10 (see attached Exhibit D) and therefore does not create a conflict with the planned future street network in the City. As stated earlier, although the original easement went into effect on December 11, 1940, this area has never been
improved, maintained or used as a public street by the City. For decades, this area has always been improved with buildings and structures, as well as paved parking areas and vehicular and pedestrian circulation corridors, all of which has always been actively used in Northrop’s Campus operations, including up to the present day. Therefore the property has been used consistently for commercial and industrial land uses for the past 74 years and not as a public street. The property is located in the Urban Mixed Use North (MU-N) Zone.

Planning Staff believes that the proposed vacation of the 150-foot wide easement is consistent with the General Plan as follows:

1. Vacation of the easement allows the existing commercial/industrial buildings, structures, paved parking areas, and vehicular and pedestrian circulation corridors to be located on private property where private development is intended to occur rather than in existing or future public rights-of-way.
2. Vacation of the easement allows for the retention of the existing industrial use consistent with Land Use Objective LU5-4 to “Preserve and maintain a balanced and diversified industrial base” and with Land Use Objective LU5-6 to “Encourage a mix of office and light industrial uses in industrial areas.”
3. Vacation of the easement will not conflict with Circulation Element Objective C1-1 which states “Provide a roadway system that accommodates the City’s existing and projected land use and circulation needs” in that the City’s existing and projected land use and circulation needs identified in the adopted General Plan do not require construction of a roadway link in the location of the existing easement which if constructed would connect Maple Avenue from its terminus at Douglas Street to Hornet Way.
4. Vacation of the easement will not conflict with Circulation Element Policy C1-1.3 which states “Provide adequate roadway capacity on all Master Plan roadways” in that the proposed vacation will not eliminate an existing street or planned future street on the Master Plan of Streets that is needed to accommodate General Plan maximum buildout of land uses and square footage consistent with the adopted General Plan.
5. Vacation of the easement will not conflict with Circulation Element Policy C1-1.4 which states “Construct missing roadway links to complete the roadway system designated in the Circulation Element when needed to improve traffic operating conditions and to serve development” in that the existing easement is not one of the missing roadway links designated in the Circulation Element.

V. Conclusion

Planning staff recommends that the Planning Commission review the facts and findings as contained within this report, and adopt Resolution No. 2753 determining that the proposed vacation is consistent with the City of El Segundo General Plan.
VI. **Exhibits**

A. Draft Resolution No. 2753  
B. Exhibit A (Legal Description)  
C. Exhibit B (Map of Street Easement Proposed for Vacation)  
D. Circulation Element Master Plan of Streets Exhibit C-10

Prepared by: Kimberly Christensen, AICP, Planning Manager

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

[Signature]

Sam Lee, Director  
Planning and Building Safety Department
RESOLUTION NO. 2753

A RESOLUTION OF THE PLANNING COMMISSION FINDING THAT THE PROPOSED VACATION OF A 150-FOOT WIDE PUBLIC STREET EASEMENT THAT RUNS EAST-WEST GENERALLY ALONG THE SOUTHERN PROPERTY LINE OF 815 AND 821 HORNET WAY CONFORMS TO THE EL SEGUNDO GENERAL PLAN.

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

SECTION 1: The Planning Commission finds and declares that:

A. Northrup Grumman Systems Corporation (“Northrup Grumman”) is the owner of certain property in the City of El Segundo addressed today as 815 and 821 Hornet Way;

B. Northrup Grumman has requested the City consider vacating a 150-foot wide easement that runs east-west generally along the southern property line of 815 and 821 Hornet Way;

C. On November 4, 2014, the City Council adopted a resolution of intention declaring the Council’s intent to vacate the public street easement and scheduling a public hearing to consider the same;

D. Street and Highways Code § 8313(b) and Government Code § 65402 requires that the Planning Commission, as the planning agency of the City of El Segundo, review and determine whether the proposed vacation is consistent with the El Segundo General Plan;

E. On December 11, 2014, the Planning Commission considered the proposed vacation of the public street easement;

F. This Resolution and its findings are based upon the entire record including information available at the December 11, 2014 Planning Commission meeting.

SECTION 2: Approval. The Planning Commission finds that the proposed vacation of a 150-foot wide easement that runs east-west generally along the southern property line of 815 and 821 Hornet Way, including the legal description attached as Exhibit “A” and including the map attached as Exhibit “B” and incorporated by this reference, conforms to the El Segundo General Plan.

SECTION 3: The Commission Secretary is directed to mail a copy of this Resolution to any person requesting a copy.

SECTION 4: This Resolution may be appealed within ten (10) calendar days after its
adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

SECTION 5: Except as provided in Section 4, this Resolution is the Planning Commission's final decision and will become effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 11th day of December 2014.

_________________________________
David Wagner, Chairman
City of El Segundo Planning Commission

ATTEST:

_________________________________
Sam Lee, Secretary

Wagner  
Baldino  
Newman  
Nicol  
Nisley  

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

By:  
_________________________________
David King, Assistant City Attorney
EXHIBIT A

LEGAL DESCRIPTION TO ACCOMPANY PARTIAL STREET VACATION OF "DEED OF EASEMENT" RECORDED IN BOOK 18080, PAGES 278 TO 280, INCLUSIVE, O.R.

THAT PORTION OF THAT CERTAIN LAND IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 14 WEST, SBB&M, AS SAID SECTION IS SHOWN ON MAP RECORDED IN BOOK 70, PAGE 97, MISCELLANEOUS RECORDS OF SAID COUNTY, GRANTED TO THE CITY OF EL SEGUNDO FOR "PUBLIC STREET AND HIGHWAY PURPOSES" DESCRIBED IN THE "DEED OF EASEMENT" RECORDED IN BOOK 18080, PAGES 278 TO 280 INCLUSIVE, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF SAID CERTAIN LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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AS SHOWN ON "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF.

LAND AREA = ±161,340 S.F., 3.70 ACRES

PREPARED UNDER MY DIRECT SUPERVISION

CHRISTOPHER W. VASSALLO
P.L.S. 8418

DATE

EXPIRATION 12-31-2014

STATE OF CALIFORNIA

P.L.S. 8418
EXHIBIT B

POR. OF THE NE 1/4 OF SECT. 7, T.3S, R.14W, SBBM

EXHIBIT MAP TO ACCOMPANY "EXHIBIT A" LEGAL DESCRIPTION FOR PARTIAL STREET VACATION OF "DEED OF EASEMENT", BOOK 18080/278-280. O.R.

SCALE: NTS  DATE: 06/12/14

BY: CSC  JOB NO.: 14-151-1853.000-1222.03
4 March 2014

Monica Harley
Manager, Sector Real Estate
One Space Park Drive, M/S: S/K02610
Redondo Beach, California 90278

Re: Northrop Grumman Systems Corporation Owned Land, City of El Segundo

Dear Monica,

DCA Civil Engineering Group (DCA) has completed its Civil Engineering Technical Advisory Review of the Northrop Grumman Systems Corporation (NGSC) owned 82 acre parcel of land located in the City of El Segundo (CityES). The NGSC ownership boundary is shown on Exhibit Map in TAB 1 in DCA's attached Street Dedication and Vacation Report.

DCA has discovered historical errors in the chain of Title affecting a 100 foot wide portion of Douglas Street. For reasons explained below, the public street easement over this portion of Douglas Street expired in 2009. DCA has also discovered certain easements affecting the remaining NGSC property that DCA believes have expired or have been vacated but never properly recorded. DCA recommends that NGSC clear up Title to its property and request corrections to the public street dedication.

Below is DCA's analysis and recommendation. A detailed explanation is provided in DCA's attached Street Dedication and Vacation Report along with pertinent maps and documents.

**Douglas Street Dedication:**

A 100-foot wide strip of land, located within the NGSC owned site, has been used and improved for many years (and continuing today) as the public street known as "Douglas Street". The original public street easement over this area was granted by the United States Government to the CityES in 1959 and expired in 2009. The United States Air Force granted a new public street easement to the CityES over this same area in 2009. However, this 100-foot wide strip of land had previously been conveyed by the Unites States Government to a private party (Rockwell International)
in 1974. In effect, the 2009 USAF easement grant attempted to convey an easement over property it no longer owned.

**DCA Recommendation:**

In order to restore that portion of Douglas Street back to public street right-of-way, DCA recommends that NGSC have prepared the appropriate documents and exhibits for highway dedication and requests the City for acceptance of the Offer of Dedication by Resolution. The location of this area and DCA's proposed dedication document, with legal description and Exhibit Map, are located in TAB 2 in DCA's attached Street Dedication and Vacation Report.

**Public Street Vacation No.1:**

A 150 foot wide portion of a 1940 CES public street easement crosses through the NGSC Campus in an east-west direction. The terms of the original easement, dated December 11, 1940, provides that if the easement area is not used for public street purposes, the easement reverts back to the property owner. This area has never been improved, maintained or used as a public street. Instead, for decades, this area has always been improved with buildings and structures, as well as paved parking areas and vehicular and pedestrian circulation corridors, all of which has always been actively used in NGSC Campus operations, including up to the present day. For those reasons DCA believes the aforementioned CES easement is no longer in effect.

**DCA Recommendation:**

In order to create a public record and clarify the boundaries of the NGSC owned property, DCA recommends that NGSC requests the City to formally vacate the area in question by Resolution. DCA's proposed legal description and Exhibit Map for this area are in DCA's attached Street Dedication and Vacation Report.

**Public Street Vacation No.2:**

In 1940, via CES Ordinance No. 237, the City vacated the 90 foot wide and 60 foot wide portions of two CES public street easements (dating from 1939 and 1934, respectively) through the NGSC Campus in a east-west direction. DCA believes that while the Ordinance was enacted, it has never been recorded.
DCA Recommendation:

In order to create a public record of this prior CES approved Vacation, DCA recommends that NGSC requests the City to record the aforementioned Ordinance. A copy of CES Ordinance No. 237 is in the attached Report.

Please call or email if there are any questions or if additional information is needed.

Very Truly Yours,

DCA CIVIL ENGINEERING GROUP
Karl M. Riemer
kriemer@dcacivileng.com

Attachment: DCA Street Dedication and Vacation Report.
Street Dedication and Street Vacation Report
Civil Engineering Technical Advisory Review
Regarding Northrop Grumman Systems Corporation
El Segundo Campus

Prepared for:
Northrop Grumman Systems Corporation
Space Park Drive, M/S: S/K02610
Redondo Beach, CA 90278

Prepared by:
DCA Civil Engineering Group
17625 Crenshaw Blvd., Ste 300
Torrance, CA 90504
Tel. 310-327-0018
Fax. 310-327-0175

March 4, 2014
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1 PURPOSE

At the request of Northrop Grumman Systems Corporation ("NCSC"), DCA Civil Engineering conducted an investigation regarding City of EL Segundo ("City") public street easements located within NCGS's approximate 82 acre El Segundo property ownership, as shown on DCA's Exhibit Map in TAB 1 herein. This report summarizes the results of DCA's investigation into this matter, as well as DCA's recommendations to clarify Title issues resulting therefrom.

2 FINDINGS AND RECOMMENDATIONS

A) EXPIRED DOUGLAS PUBLIC STREET EASEMENT

A portion of a 100 foot wide strip of land improved and used for many years (and continuing today) as "Douglas Street" is located within the NGSC ownership. This area is shown as Item F on DCA's attached Exhibit Map in TAB 1.

However, the City public street easement over this area expired in 2009 per the deed that created the easement. That deed was recorded April 20, 1959 as Instrument No. 3186, Book D438, Page 867, Official Records of Los Angeles County a copy of which is in TAB 3 (see area highlighted in this document for the expiration clause).

Background: The Douglas Street easement not only expired in 2009 over the aforementioned portion of the NGSC owned property, but also over property owned by the U.S.A. (Los Angeles Air Force Base) abutting and located south of the NGC property. Accordingly, in a deed recorded on April 28, 2009 as Instrument No. 20090619863, Official Records (copy attached in TAB 4), the U.S.A. renewed the expired City Douglas Street public street easement by granting same to the City for a period of 25 years.

However, the legal description for the public street easement in the U.S.A. grant included not only that portion located on the U.S.A. owned property but also, inadvertently, that portion located on the NGSC owned property. To better understand this, the ownership history of the portion of the 2009 U.S.A. Douglas Street dedication grant that is located on NGSC property ("PIQ") is relevant, and is as follows:

Via deed, Instrument No. 308, recorded March 21, 1974, Official Records of Los Angeles County (copy in TAB 10), the U.S.A. granted the PIQ to Rockwell International Corporation.

Via deed, Instrument No. 78-1414356, Official Records of Los Angeles County (copy in TAB 11), Rockwell International Corporation granted the PIQ to Northrop Corporation along with the remainder of the current NGCS 82 acre ownership. This is the current vesting deed for that ownership.

Obviously, the U.S.A. could not grant an easement over property (the PIQ) in 2009 that it had previously deeded to Rockwell International Corporation in 1974 (and afterwards, in 1978, Rockwell deeded that property to Northrop).
DCA RECOMMENDATION

Request that the City accept a Public Street Easement from NGSC over the expired portion of "Douglas Street" described above. DCA's proposed legal description and exhibit map for this easement, along with the City "Irrevocable Offer to Dedicate" form, is in TAB 2.

B) PREVIOUS CITY VACATED PUBLIC STREET EASEMENTS

There are portions of two City public street easements that cross over the NGSC ownership in a east-west direction as follows:

A 90-foot wide public street easement recorded July 10, 1939 in Book 16756, Page 115, Official Records of Los Angeles County (copy in TAB 7). The portion of this easement that crosses over the NGSC ownership is depicted as the cross-hatched portion of Item A on DCA's Exhibit Map in TAB 1. USED CAMPUS

An abutting 60-foot wide public street easement recorded in 1934 in Book 12672 Page 114, Official Records of Los Angeles County (copy in TAB 8). The portion of this easement that crosses over the NGSC ownership is depicted as the cross-hatched portion of Item B on DCA's Exhibit Map in TAB 1.

On October 24, 1940, via City Ordinance No. 237 (copy in TAB 9), the City vacated the aforementioned cross-hatched portions of these two public street easements. However, per First American Title Company, this Ordinance was never recorded and recommends that such recording be done in order to create a public record of the Vacation.

DCA RECOMMENDATION

Request that the City record the aforementioned City Ordinance.

C) CITY PUBLIC STREET EASEMENT THAT DCA BELIEVES HAS TERMINATED

A City public street easement, created by deed recorded January 7, 1941 in Book 18080 Page 278, Official Records of Los Angeles County (copy in TAB 5) is depicted as Item C on DCA's Exhibit Map in TAB 1. A 150-foot wide portion of this easement crosses over the NGSC ownership in a east-west direction and is depicted as the cross-hatched portion of Item C on DCA's Exhibit Map.

This cross-hatched area has never been improved, maintained or used as a public street. Instead, for decades, this area has always been improved with buildings and structures, as well as paved parking areas and vehicular and pedestrian circulation corridors, all of which have always been actively used in NGSC Campus operations, including up to the present day.

This is relevant because the aforementioned 1941 deed (Book 18080 Page 278, O.R.) includes a clause that states that the public street easement grant is effective only "for so long as said easement shall be used as a public street or highway" (see highlighted portion of easement in TAB 5).
Because of the above, it is DCA’s belief that the public street easement over the cross-hatched portion of Item C on DCA’s Exhibit Map has terminated in accordance with the terms of the easement deed. The remainder of this easement (that part of Item C not cross-hatched on DCA’s Exhibit Map) is improved as public streets (Douglas Street and Hornet Way) and therefore remains in place as a public street easement.

**DCA RECOMMENDATION**

As noted, it is DCA’s opinion that the portion of the City easement described above has terminated automatically. However, in order to create a public record for same, DCA recommends that the City be requested to approve and record a Resolution vacating this area. DCA’s proposed legal description and accompanying Exhibit Map for this vacation area is in TAB 6.

3 **AFFECT ON EXISTING PUBLIC UTILITY INFRASTRUCTURE**

In order to insure that any existing public utility infrastructure located within the cross-hatched areas of Items A, B and C on DCA’s Exhibit Map in TAB 1 are protected with a utility easement, if not already existing, DCA contacted Utility Companies and Public Agencies to determine the following:

- If Utility Company or Public Agency-owned public service infrastructure is located in said areas and,

- If so, whether the Utility Company or Public Agency requires that NGSC grant an easement to said Company or Agency over the land where such infrastructure exists, if an easement does not already exist.

As noted below, the results of DCA’s inquiries into this matter revealed that there would be no affect on existing utility infrastructure within any of the areas discussed in this report, and, that new utility easements are not needed.

DCA’s contact with all Utility Companies and Public Agencies requesting this information was via Certified Return-Receipt Mail. Backup documentation regarding that noted below is found in the TAB referenced below for each item (i.e. copies of the Certified Return-Receipt Mail, Utility Company/Public Agency responses, existing easements, etc.):

A) Los Angeles County Department of Public Works (documentation in TAB 10):

Agency Response: No objection
See October 16, 2012 dated LACDPW letter in TAB 10

Agency Contact: Thu Truong
Right of Way, Engineering Section
Survey/Mapping & Property Management Division
L.A. County Department of Public Works
900 South Freemont Avenue
Alhambra, CA 91803
(626) 458-5100
B) Los Angeles County Sanitation District (documentation in TAB 13):

Agency Response (paraphrased): The Sanitation District owns and operates two sewers in the area. Both sewers cross through the project area. There are existing easements for these sewers:

10 foot wide sewer easement recorded 1940, Book 18028, Page 79, Official Records.


See December 3, 2013 dated L.A. County Sanitation District email and map in TAB 11.

Agency Contact: Ronnie Burtner
L.A. County Sanitation District
Property Management Section
Facilities Planning Development
1955 Workman Mill Road
Whittier, CA 90601
(562) 908-4288 x 2766
rburtner@lacsd.org

DCA Note: a copy of both above-referenced easement documents are in TAB 12 and are plotted on DCA's Exhibit Map in TAB 1 as follows:

Item G is the 10 foot wide sewer easement recorded 1940, Book 18028, Page 79 and is located within the cross hatched portion of ITEM 12 and B on DCA's Exhibit Map.

Item H is the 10 foot wide sewer easement recorded 1948, Book 28561, Page 168 and is located within the cross hatched area of ITEM C on DCA's Exhibit Map.

The other easements noted in the Sanitation District email (Easements recorded in Book 15014, Page 128, Book 15633, Page 365 and Book 29470, Page 369, all Official Records) are not located within the NGC Campus.

C) Time Warner Cable (documentation in TAB 13):

Time Warner Response (paraphrased): There are existing Time Warner aerial and underground facilities within the project limits. Map showing location is provided.


Time Warner Contact: Cary Hanson
Time Warner Cable
Construction Manager – Zone 7
1529 Valley Drive
Hermosa Beach, CA 90254
DCA Note: The Time Warner map attached to the October 7, 2013 Time Warner letter in TAB 15 shows the "project" as including not only a part of the NGC Campus but also Douglas Street and Hornet Way. The Time Warner map shows the Time Warner facilities within this area by a blue line. However, that blue line is not located within the NGC Campus and therefore an easement is not required.

D) Southern California Edison (documentation in TAB 14)

SC Edison Response (paraphrased): There are facilities in the area but the structures are customer owned (DCA Note: NGC owned) and an easement is not needed.

See September 12, 2013 email from SC Edison in TAB 14.

SC Edison Contact: David Kanowsky
Southern California Edison
Service Planner
South Bay Local Planning
(310) 783-9338 Office
(310) 339-5520 Cell
david.kanowsky@sce.com

E) AT&T (documentation in TAB 16).

AT&T Response (paraphrased): Our records do not indicate any AT&T facilities that would be adversely affected by your proposed vacation.

See November 12, 2013 dated AT&T email in TAB 16.

AT&T Contact: Raymond Dove
AT&T
rd1918@att.com

F) Southern California Gas Company (documentation in TAB 16)

SC Gas Company Response (paraphrased): The only pipe in the area is a 1.25" high line coming off Hornet Way which probably services Building A. (DCA Note: "Building A" is located within the NGC Campus and used as part of NGC operations, thus an easement is not required).

See September 20, 2013 dated Southern California Gas Company email in TAB 16.

SC Gas Company Contact: Zakee Singleton
Pipeline Planning Assistant
So Cal Gas-Pacific Region
Compton Headquarters
701 N. Bullis Road
Compton, CA 90224
(310) 687-2018
ZSingleton@semprautilities.com
AGENDA DESCRIPTION:
Consideration and possible action to consider implementing lane width, loading and handicap access striping changes to the 100 and 200 blocks of Richmond St. (Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:
1. Consider whether to implement striping changes to the lane widths, loading zones and handicap access stalls in the 100 and 200 blocks of Richmond St.
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Within Existing Resources

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ORIGINATED BY: Stephanie Katsouleas, Public Works Director
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On September 3, 2013, City Council directed staff to use Downtown Parking In-lieu funds to hire a consultant to develop conceptual designs for Richmond St. and Standard St. that could increase the number of available parking stalls between El Segundo Blvd. and Holly Ave. (the 100-300 blocks). After concept designs were drafted, the City hosted a joint Community Workshop and Planning Commission meeting on February 27, 2014 to present four alternative parking designs for Richmond St., each of which considered the total right-of-way width available, traffic flow, required travel lane width for emergency vehicles, sidewalk widths, and the total number of parking stalls that could be achieved. The design alternatives were then presented to City Council on March 18, 2014, along with several comments that had been received by the public during the design review workshop.

Following the presentation, City Council directed staff to proceed with implementing a temporary striping plan in conjunction with the upcoming slurry project as an interim “pilot project,” which included providing angled parking on the west side of the street and removal of parallel parking on the east side of the street. The final design is anticipated to include narrowing the sidewalks by 2’ on each side (from 10’ to 8’) and widening the street to allow parallel parking to return to the east side of the street and angled parking to remain on the west side of the street. This proposed configuration is expected to provide approximately 45-50 more spaces that the original configuration. Lessons learned from the pilot project as well as
comments and suggestions received through a series of public meetings to be held in early 2015 will be incorporated into the finalize construction design submitted for council approval in mid 2015.

On October 22, 2014 the temporary striping plan was installed, resulting in an additional 19 spaces over the original 92 parallel parking spaces available in the 100, 200 and 300 blocks of Richmond St. Shortly thereafter, the City received several complaints about the angled parking, in particular regarding the north end of the 300 block of Richmond St. Following public comment at the November 4th and 18th Council meetings, staff was directed to restore the 300 block to its original parallel parking configuration. That effort was subsequently completed on December 6th. Council also directed staff to return with alternative striping plans for the 100 and 200 blocks of Richmond St. to address complaints about the narrow width of the stalls, the location of handicap parking stalls and the loss/relocation of loading zones. Staff findings and recommendations are as follows:

Findings

Handicap Parking Access and Loading Zones
The new handicap parking stall located at the southwest corner of Richmond St. and Franklin St. has been modified. The adjacent pavement has been painted blue and a “no parking” marking was added to the pavement to discourage motorcycles or other small vehicles from parking on the right side of the vehicle stall.

The loading zone formerly located in front of the Old Town Music Hall is now a traffic lane under the temporary striping configuration. However, to accommodate the Music Hall patrons while minimizing the loss of parking stalls, staff recommends that a loading zone be installed on the south side of Franklin St., just west of Richmond St. (s/w corner). This location is approximately 145 ft from the entrance to the Music Hall; it has approximately 72 ft of curb length, which is more than enough length to accommodate a typical 45 ft tour bus. Additionally, it is adjacent to a flat, well maintained sidewalk and corner ADA ramp. The loading zone currently located across Franklin St. (adjacent to the private property parking lot) would be removed to allow for additional street parking. The net loss in parking spaces would be one to two. Staff does not recommend removing stalls directly across from the theater for a loading zone because we have safety concerns about having a large stream of pedestrians crossing at an undesignated location, especially after dark. Additionally, placing a loading zone there would eliminate a minimum of 10 parking stalls due to the space needed to accommodate 45 ft tour bus maneuvers. Please note that staff has not conducted a formal assessment of the ability for a large tour bus to navigate its way to the loading zone, and will bring this issue to council again if the proposed location does not prove effective.

Comparable Parking Stall Widths Within the City
The City has several angled parking locations throughout the downtown and recreational areas of El Segundo. The widths of these angled stalls vary significantly between locations and even within the same location. The measurements show that, when compared to the width of Richmond St. stalls, other stalls are as much as 8” smaller to 13” larger. See the table below.
Distribution of Parking Stall Widths

<table>
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<tr>
<th>Location</th>
<th>Angle of Stall</th>
<th>Depth from Curb</th>
<th>Stall Length</th>
<th>Total Travel Lane Widths</th>
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<tr>
<td>Richmond St. 100 BLOCK</td>
<td>59°</td>
<td>16'2&quot;</td>
<td>18'10&quot;</td>
<td>23'10&quot;</td>
</tr>
<tr>
<td>Richmond St. 200 BLOCK</td>
<td>59°</td>
<td>16'2&quot;</td>
<td>18'10&quot;</td>
<td>23'10&quot;</td>
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<td>Joslyn Center</td>
<td>47°</td>
<td>18'3&quot;</td>
<td>23'1&quot;</td>
<td>30'5&quot;</td>
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<td>Eucalyptus St. (Ball Fields Parking)</td>
<td>47°</td>
<td>18'0&quot;</td>
<td>24'9&quot;</td>
<td>34'3&quot;</td>
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<tr>
<td>Pine St. (Gordon Club House)</td>
<td>46°</td>
<td>20'8&quot;</td>
<td>25'6&quot;</td>
<td>24'6&quot;</td>
</tr>
<tr>
<td>Guaymas Parking Lot (Tennis Courts)</td>
<td>54°</td>
<td>15'2&quot;</td>
<td>22'7&quot;</td>
<td>22'6&quot; (11'9&quot; w/b)</td>
</tr>
<tr>
<td>Library (Mari/posa)</td>
<td>42°</td>
<td>18'2&quot;</td>
<td>23'5&quot;</td>
<td>30'0&quot;</td>
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<tr>
<td>Holly St. (City Hall)</td>
<td>50°</td>
<td>13'9&quot;</td>
<td>18'0&quot;</td>
<td>18'0&quot; (one way)</td>
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<tr>
<td>Richmond/Frankling Parking Lot</td>
<td>45°</td>
<td>15&quot;</td>
<td>15&quot;</td>
<td>25'1&quot;</td>
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<td>Parking Structure (Grand Ave.)</td>
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<td>18'2&quot;</td>
<td>20'2&quot;</td>
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<td>Rite Aid</td>
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It is worth noting that the particular angle of a parking stall can have a significant impact on car door access as well as the number of spaces that can fit within a given distance. As shown in the adjacent photo, although the library has narrow stalls, the sharp 42° angle allows the driver’s door to be opened without much obstruction, and the rear door is completely unobstructed. Conversely, the Richmond St. stall angle is closer to 60°, which has more impact on driver access for the same stall width. However, there is a 20% reduction in the number of spaces that can be installed when using a 40° angle vs. 60° angle (e.g., four stalls instead of five for the same curb length in the Library vs. Richmond St. example).

Lastly, there is some parking length loss due to the placement of the curb stops. The curb stops, which serve to prevent potential car/bumper damage that could be caused by uplifted curbs/sidewalks, were placed 2'7" from the curb face. This effectively shortens the available stall length by 3'. However, by bringing in the curb stops in an additional 15," we can recover
18” of parking stall length for vehicles. When the new curbs are installed, we will recover the full 2’7” plus an additional 6” of curb overhang, making the stalls closer in length to those found in other areas of the city.

On December 10, 2014 the City hosted a meeting with downtown El Segundo businesses. Among other things, the Richmond St. parking pilot project was discussed. The feedback received was generally positive regarding angled parking, although concerns were again raised about the lack of a loading zone for the Old Town Music Hall, as well as the “too narrow” stall width in the 200 block. Several businesses stated that they liked the new configuration, as did their customers who can now find parking.

**Recommendations**

Based on the information provided above, the feedback received by businesses, and Council’s overall goal of increasing the number of available parking stalls in the downtown area, staff recommends the following changes be implemented on Richmond St.

**100 Block of Richmond**

- No changes to the width of the parking stalls. They are within the acceptable range when compared to angled parking stalls in other city locations
- Relocate the curb stops closer to the curb, thereby increasing the available length of the parking stall for users by approximately 18”. This will reduce the number of cars extending beyond the painted stall markings and provide more lane width for thru travelers

**200 Block**

- Modify the width of the parking stalls to provide a minimum width of 8’6” to 8’8”, or more where feasible. This width is within the range of other angled parking stalls throughout the downtown area and will minimize the number of stalls lost to one (anticipated). The current gain of three stalls will be reduced to two in the 200 block.
- Relocate the curb stops closer to the curb, thereby increasing the available depth of parking for users by approximately 15”. This will reduce the number of cars extending beyond the painted stall markings and provide more lane width for thru travelers.

**Loading Zone and ADA Stalls**

- Install a loading zone on the south side of Franklin St, just west of Richmond St. Remove the nearby loading zone on the north side of Franklin St. and make it available for street parking instead.
- Leave the handicap stall locations as is. Currently there is one located at the southwest corner of Richmond/Franklin, and one located mid-block of the 200 block of Richmond. Both are next to sidewalk ramps and provide adequate sidewalk access for disabled use.

**Richmond St. Design Subcommittee**

- Designate two staff members to serve on a Richmond St. Parking Design Subcommittee. Staff anticipates having a series of public outreach and workshops to receive community input on the final parking stall design for the 100 and 200 blocks of Richmond St. and as a first step plans to form a temporary committee comprised of City Councilmembers, staff, business representatives and residents who can provide input and oversight of the design process.
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**STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

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

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

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

**CODES:**

- **R** = Computer generated checks for all non-emergency/urgent 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, etc., where prompt payment discounts can be obtained or late payment penalties can be avoided. Or when a situation arises that the City Manager approves,

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

**FINANCE DIRECTOR**

**CITY MANAGER**

**DATE:** 12/14/14
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
11/17/14 THROUGH 11/30/14

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DATE OF RATIFICATION: 12/1/14
TOTAL PAYMENTS BY WIRE: 901,686.15

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II  
Date  12/1/14

Director of Finance  
Date  12/4/14

City Manager  
Date  12/4/14

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, DECEMBER 2, 2014, 2014 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 5:01 PM

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Jacobson - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present
Council Member Dugan - Present

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

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

SPECIAL ORDER OF BUSINESS:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d) (3): -1- matter

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d) (2) and (3): -0- matter.
Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

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

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

PUBLIC EMPLOYEMENT (Gov't Code § 54957) -0- matter

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -8- matters

1. Employee Organizations: Police Management Association; Police Officers Association; Police Support Services Employees Association; Fire Fighters Association; Supervisory and Professional Employees Association; City Employees Association; Executive Management Group (Unrepresented Group); Management/Confidential Group (Unrepresented Group)

   Agency Designated Representative: Steve Filarsky and City Manager

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

Council recessed at 6:55 PM.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, DECEMBER 2, 2014 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes at 7:04 PM

INVOCATION – Rev. Dina Ferguson, St. Michael Episcopal Church

PLEDGE OF ALLEGIANCE – Council Member Dugan

PRESENTATIONS

a) Proclamation read by Council Member Dugan and presented to Kevin Mortesen proclaiming the 1200 Block of East Acacia Avenue as Candy Cane Lane from December 13 – 23, 2014.

b) Proclamation read by Mayor Fuentes and presented to Chamber Director Marsha Hanson proclaiming Sunday, December 14, 2014, as the 51st Annual El Segundo Holiday Parade.

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Jacobson - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present
Council Member Dugan - Present

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

John Torres, representing Old Town Music Hall, spoke regarding removal of the loading zone in front of Old Town Music Hall on Richmond Street and requested it be reinstated.

Angie Hogue spoke on the new parking design on Richmond Street and requested that it be returned to the prior configuration.
Dr. Hogue spoke against the redesign of parking on Richmond Street.

Author Verg spoke against the redesign of parking on Richmond Street.

James Maul, Old Town Music Hall volunteer, spoke against the redesign of parking on Richmond Street.

Bill Field, Old Town Music Hall, spoke against the current configuration of parking on Richmond Street.

CITY COUNCIL COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

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

MOTION by Mayor Pro Tem Jacobson, SECONDED by Council Member Fellhauer to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action (Public Hearing) regarding the introduction and first reading of an Ordinance approving: Environmental Assessment No. EA-1075 (determination of consistency with previously adopted Program/Project Final Environmental Impact Report); Development Agreement No. DA 14-02 (Sixth Amendment to Development Agreement No. DA 03-01) for the Plaza El Segundo Development site to allow up to two Health Clubs and Fitness Centers provided that no such use exceed 8,500 square feet and the combined square footage of both does not exceed in total 11,502 square feet of floor area; and Zone Text Amendment No. ZTA 14-02 to increase the area of General Office uses permitted in the Commercial Center (C-4) Zone to 30,072 gross square feet. Applicant: Federal Realty Investment Trust – c/o Jeff Chambers. (Fiscal Impact: None)

Mayor Fuentes stated this was the time and place for a Public Hearing regarding the introduction and first reading of an Ordinance approving: Environmental Assessment No. EA-1075 (determination of consistency with previously adopted Program/Project Final Environmental Impact Report); Development Agreement No. DA 14-02 (Sixth Amendment to Development Agreement No. DA 03-01) for the Plaza El Segundo Development site to allow up to two Health Clubs and Fitness Centers provided that no such use exceed 8,500 square feet and the combined square footage of both does not
exceed in total 11,502 square feet of floor area; and Zone Text Amendment No. ZTA 14-02 to increase the area of General Office uses permitted in the Commercial Center (C-4) Zone to 30,072 gross square feet. Applicant: Federal Realty Investment Trust – c/o Jeff Chambers.

Deputy City Clerk Domann stated that proper notice had been given in a timely manner and that no written communication has been received in the City Clerk’s office.

Mayor Fuentes opened the Public Hearing.

Sam Lee, Planning and Building Safety Director, gave a presentation and answered Council questions.

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

Council Discussion

Mark Hensley, City Attorney, read by title only:

ORDINANCE NO. 1499

AN ORDINANCE APPROVING ZONE TEXT AMENDMENT NO. ZTA 14-02 TO INCREASE THE PERMISSIBLE SQUARE FOOTAGE OF GENERAL OFFICE USES IN THE COMMERCIAL CENTER (C-4) ZONE; AND APPROVING DEVELOPMENT AGREEMENT NO. DA 14-02 (SIXTH AMMENDMENT TO DEVELOPMENT AGREEMENT NO. 03-01) TO INCREASE THE PERMISSIBLE SQUARE FOOTAGE OF HEALTH CLUBS AND FITNESS CENTER USES IN THE PLAZA EL SEGUNDO DEVELOPMENT PROJECT.

Council Member Fellhauer introduced the Ordinance. Second reading and adoption scheduled for December 16, 2014.

C. UNFINISHED BUSINESS

2. Consideration and possible action regarding Adoption of an Urgency Ordinance to approve an Amendment to the Contract between the Board of Administration of the California Public Employees’ Retirement System (CalPERS) and the El Segundo City Council to cease contributions under Government Code Section 20516(a) (3% Employee Cost Sharing of Additional Benefits) applicable to El Segundo Firefighters’ Association members per 2011-14 MOU agreement. (Fiscal Impact: $174,388 for Fiscal Year 2014/15)
Lisa Jenkins, Human Resources Manager, gave presentation and answered Council questions.

Council Discussion

Mark Hensley City Attorney read by title only:

ORDINANCE NO. 1500

AN URGENCY ORDINANCE ADOPTED IN ACCORDANCE WITH GOVERNMENT CODE 36937(b) APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to adopt Urgency Ordinance No. 1500 which re-adopts original Urgency Ordinance No. 1498. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

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

3. Approve Warrant Numbers 3003488 through 3003731 on Register No. 4 in the total amount of $1,882,119.03 and Wire Transfers from 11/03/2014 through 11/16/2014 in the total amount of $3,280,336.10. Authorized staff to release. Ratified Payroll and employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

4. Approve Regular City Council Meeting Minutes of November 18, 2014.

5. Receive and file report regarding the emergency repair to remove debris in the attic space of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") §§ 1-7-12 and 1-7A-4. (Fiscal Impact: $82,354.00)

6. Receive and file this report regarding cleaning and repairing drywall and carpet as well as restoring furniture in the north portion of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") §§ 1-7-12 and 1-7A-4.
(Fiscal Impact: $37,000.00)

7. Adopt Resolution No. 4898 approving the Revised El Segundo Sewer System Management Plan (SSMP).
(Fiscal Impact: None)

8. Reject all bids and authorize staff to advertise a new Notice Inviting Sealed Bids for the project related to Project No. RSI 14-24 (Group 66 of the City’s Residential Sound Insulation Program).
(Fiscal Impact: Estimated Construction costs; none at this time)

9. Waive minor irregularities in the bid from Big West Construction Corporation, award Contract No. 4720 to Big West Construction Corporation for project RSI 14-25 (Group 67 of the City’s Residential Sound Insulation Program) and authorize the City Manager to execute the contract in a form approved by the City Attorney.
(Fiscal Impact: Not to exceed $988,383.00)

10. Waive minor irregularities in the bid from Big West Construction Corporation, award Contract No. 4721 to Big West Construction Corporation for project RSI 14-26 (Group 68 of the City’s Residential Sound Insulation Program) and authorize the City Manager to execute a contract in a form approved by the City Attorney.
(Fiscal Impact: Not to exceed $496,100.00)

MOTION by Council Member Fellhauer, SECONDED by Council Member Dugan to approve Consent Agenda items 3, 4, 5, 6 7, 8, 9, and 10. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

G. REPORTS – CITY MANAGER – Introduced Meredith Petit, Recreation and Parks Director, who gave an update on the Plunge water usage.

H. REPORTS – CITY ATTORNEY - NONE

I. REPORTS – CITY CLERK

11. Consideration and possible action regarding Council consensus to cancel the January 6, 2015 City Council Meeting.
(Fiscal Impact: None)
MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to cancel the January 6, 2015 City Council Meeting. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

J. REPORTS – CITY TREASURER

12. Presentation of new Investment Portfolio Report. (Fiscal Impact: None)

Crista Binder, City Treasurer, and Dino Marsocci, Deputy City Treasurer II gave a presentation.

Council consensus to receive and file Investment Portfolio Report.

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer – NONE

Council Member Atkinson – Spoke on the Tree Lighting in the Plaza at City Hall on Thursday December 4th.

Council Member Dugan - NONE

Mayor Pro Tem Jacobson – NONE

Mayor Fuentes – Spoke on upcoming Holiday events.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed. - NONE

MEMORIALS – Bernard “Bernie” Bangasser former El Segundo Police Officer.

ADJOURNMENT at 8:11 PM

Cathy Domann, Deputy City Clerk II

MINUTES OF THE REGULAR CITY COUNCIL MEETING
DECEMBER 2, 2014
PAGE NO. 8
AGENDA DESCRIPTION:
Consideration and possible action to upgrade the existing Library’s Circulation and Online Catalog System, Millennium, to the current version of Sierra. In addition, include the expanded features for integrated E-books, Mobile Apps and access to other new technologies with a subscription to Encore. Both upgrades are from Innovative Interfaces, Inc.  
(Fiscal Impact: $56,000)

RECOMMENDED COUNCIL ACTION:
1) Authorize the City Manager to enter into an agreement in a form approved by the City Attorney; 2) Alternatively, discuss and take other possible action related to this item.

FISCAL IMPACT:
Amount Budgeted: $56,000
Account Number(s): 601-400-6101-8108 (Equipment Replacement)

ORIGINATED BY: Debra Brighton, Director of Library Services

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The El Segundo Public Library began using an integrated online library system for cataloging materials, check out and accessing books in the early 1990’s. There was one major upgrade and migration to an Internet based system, Millennium, in the late 1990’s. However, the existing Millennium system does not support the latest technologies for searching eBooks or patron enhanced performance for mobile apps and other open access features. The functionality for staff is also limited and outdated. With all the technology advances in the past 15 years, it is time to upgrade the system again to meet the changing needs of library users.

The Sierra system and the Encore subscription are designed to work together to meet the changing needs of libraries and their users, while also providing all the benefits of proven, stable business logic and integrated resource management on which thousands of libraries rely. Because of the advances in Internet search engines and online ordering systems, library patrons also expect modern functionalities with catalog searches, which would be gained with these upgrades. Combining EBook access along with other integrated resources, such as online encyclopedias, dictionaries, suggested titles and other research tools would all be available in one search, whether on a mobile phone, laptop, tablet or home computer. Locally, the public libraries in Long Beach, Pasadena, Glendale, and Thousand Oaks already use these systems, as well as Loyola Marymount and Biola Universities.
The Sierra migration is typically a 4-8 week process with no interruptions to library system services or workflow except on the switch over day which can take 6-8 hours. A read-only Sierra client preview will be made available for staff to test the application launch on workstations. The migration process includes the following services delivered by Innovative staff:

- Support of their Sierra Success Team including a “single point of contact” to guide library staff through the migration
- Tutorial resources and documentation
- Technical assistance with setup of Sierra servers
- Conversion of existing Millennium data to Sierra data format
- Sierra Preview
- Sierra Conversion

The City’s Information Systems’ Division will assist with the migration process from Millennium to Sierra, plus manage the Encore subscription service after the first year at an annual cost of $14,000. City staff will utilize the existing virtual server system instead of purchasing or leasing additional servers. That will be a total savings of $60,000 for both the Sierra system and Encore package. City staff will also work with Innovative Interfaces, Inc.’s technical staff to troubleshoot and resolve any issues with the ongoing maintenance of the upgraded system.
AGENDA DESCRIPTION:
Consideration and possible action to adopt Ordinance No. 1499 Environmental Assessment No. EA-1075 (determination of consistency with previously adopted Program/Project Final Environmental Impact Report); Development Agreement No. DA 14-02 (Sixth Amendment to Development Agreement No. DA 03-01) for the Plaza El Segundo Development site to allow up to two Health Clubs and Fitness Centers provided that no such use exceed 8,500 square feet and the combined square footage of both does not exceed 11,502 square feet of total floor area; and Zone Text Amendment No. ZTA 14-02 to increase the area of General Office uses permitted in the Commercial Center (C-4) Zone to 30,072 gross square feet. (Fiscal Impact: None).

RECOMMENDED COUNCIL ACTION:
1. Waive second reading and adopt Ordinance No. 1499 for Environmental Assessment No. EA-1075, Development Agreement No. DA 14-02, and Zone Text Amendment No. ZTA 14-02; and/or
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. 1499

FISCAL IMPACT: None

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
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<tr>
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ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager

REVIEWED BY: Sam Lee, Director of Planning and Building Safety

APPROVED BY: Greg Carpenter, City Manager

I. Background and Discussion

On December 2, 2014, the City Council introduced an Ordinance to approve Environmental Assessment No. EA-1075, Development Agreement No. DA 14-02, and Zone Text Amendment No. ZTA 14-02. The Ordinance was read into the record and is presented for a second reading and adoption. If adopted without change, Ordinance No. 1499 will become effective in 30 days.
ORDINANCE NO. 1499

AN ORDINANCE APPROVING ZONE TEXT AMENDMENT NO. ZTA 14-02 TO INCREASE THE PERMISSIBLE SQUARE FOOTAGE OF GENERAL OFFICE USES IN THE COMMERCIAL CENTER (C-4) ZONE; AND APPROVING DEVELOPMENT AGREEMENT NO. DA 14-02 (SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT NO. 03-01) TO INCREASE THE PERMISSIBLE SQUARE FOOTAGE OF HEALTH CLUBS AND FITNESS CENTER USES IN THE PLAZA EL SEGUNDO DEVELOPMENT PROJECT.

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

SECTION 1: The City Council finds and declares that:

A. On March 15, 2005, the City Council approved a development known as Plaza El Segundo. Approvals for that development were subsequently amended to allow for different types of uses including, among others, Health Clubs and Fitness Center (2007); Health/Skin Care and automobile sale uses (2008); fast food restaurants, banks, dance/music studios (2009); and medical and dental offices (2010);

B. On September 17, 2013, the City Council approved an Environmental Assessment (EA-993), a Zone Text Amendment (ZTA 12-04), and a Development Agreement (DA 12-03), to add 4.988 acres to the approximately 8.1-acre property at the northeast corner of Sepulveda Boulevard and Rosecrans Avenue (Phase 1B Project Site); to increase the size of the previously approved shopping center by 49,613 square feet; a Zone Text Amendment to add permitted uses and signs to the Commercial Center (C-4) Zone that are permitted in the approved Development Agreement; a Zone Text Amendment to increase the permitted size of general office uses in the Commercial Center (C-4) Zone (ESMC § 15-5G-2(B)) from 5,000 to 28,735 gross square feet (including the existing general office area in Phase 1A); a modification to Development Agreement § 4.1.3 to allow fast food restaurants within 90 feet of Sepulveda Boulevard and Rosecrans Avenue; a modification to Development Agreement § 4.2.2 to remove the size limitations for retailers in the “Smaller Tenant Standards” for the Phase 1B Project;

C. On July 23, 2014, the applicant filed an application for an Environmental Assessment No. EA-1075, a Zone Text Amendment No. ZTA 14-02 to increase the area of General Office uses permitted in the Commercial Center (C-4) Zone from 28,735 gross square feet to 30,072 gross square feet, and a Development Agreement (DA No. 14-02) to increase the area of Health Clubs and Fitness Center uses to 11,502 square feet of total floor area provided that no such use exceeds 8,500 square feet;
D. The application from PES Partners, LLC and Street Retail, Inc. was reviewed by the City's Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code ("ESMC");

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

F. The Planning Commission held a public hearing regarding the application on October 23, 2014. Thereafter, the Planning Commission adopted Resolution No. 2758, recommending that the City Council approve Zone Text Amendment No. ZTA 14-02 and amend Development Agreement No. DA 03-01;

G. On December 2, 2014, the Council held a public hearing and considered the information provided by the Planning Commission, City Staff, public testimony, and representatives of the applicant PES Partners, LLC and Street Retail, Inc.; and

H. This Ordinance and its findings are made based upon the testimony and evidence presented to the Council at its December 2, 2014, public hearing including, without limitation, the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Environmental Assessment. Because of the findings set forth in Planning Commission Resolution No. 2758, adopted October 23, 2014, and the facts set forth in the administrative record including, without limitation, the staff report presented to the City Council, the proposed amendments (Sixth Amendment to Development Agreement No. DA 03-01 and Zone Text Amendment No. ZTA 14-02) are consistent with the Program/Project Environmental Impact Report that analyzed the environmental impacts of this development project, including the Development Agreement to permit development of the shopping center. That report, entitled Sepulveda/Rosecrans Site Rezoning and Plaza El Segundo Development Final Environmental Impact Report (State Clearinghouse No. 2003121037), was certified by the City Council on March 15, 2005 and the Statement of Overriding Considerations adopted as Section V of City Council Resolution No. 4415 on March 1, 2005. None of the elements set forth in Public Resources Code § 21166 or CEQA Guidelines §§ 15162 and 15168 exist. Accordingly, no subsequent or supplemental Environmental Impact Report, Mitigated Negative Declaration or Addendum is required to be prepared before adopting the draft Ordinance approving the proposed amendment.

SECTION 3: Zone Text Amendment. ESMC § 15-4G-2(F) is amended to read as follows:
“General offices not to exceed thirty thousand, seventy-two (30,072) gross square feet.”

SECTION 4: Amendments to the Development Agreement. Development Agreement No. 03-01 is amended as set forth in attached Exhibit "A," which is incorporated into this Ordinance by reference.

SECTION 5: 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 6: This Ordinance will remain effective until superseded by a subsequent ordinance.

SECTION 7: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 8: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.
PASSED, APPROVED AND ADOPTED this ____ day of December, 2014.

__________________________
Suzanne Fuentes, 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 Ordinance No. 1499 was duly introduced by said City Council at a regular meeting held on the 2nd day of December 2014, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ____ day of December 2014, 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
AGENDA DESCRIPTION:

Consideration and possible action to receive and file this report regarding emergency work to repair dwelling units at the Park Vista Senior Housing Facility due to water intrusion without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") § 1-7-12 and 1-7A-4. (Fiscal Impact: $50,000.00)

RECOMMENDED COUNCIL ACTION:

(1) Receive and file this report regarding emergency work to repair dwelling units at the Park Vista Senior Housing Facility due to water intrusion without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") § 1-7-12 and 1-7A-4.

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

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $50,000.00
Additional Appropriation: No
Account Number(s): 405-400-0000-6215 (Facilities Maintenance: Repairs and Maintenance)

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works
REVIEWED BY: Gregg Kovasevich, Assistant City Attorney
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On November 18, 2014 City Council approved a contract to complete emergency work to repair three dwelling units at the Park Vista Senior Housing Facility due to water intrusion caused by improperly sloped decks. Contract and insurance documents are in the process of being finalized and designs for the repair are expected to commence shortly. As planned, construction designs will consist of several options including drain modifications, slope realignment and adjustments to the height of the sliding glass doors facing the decks for three to be completed, each of which will help address the water intrusion problems caused when it rains. Bidding and award of the construction portion of the project will commence as soon as the designs are finalized and approved, which is expected to be in January.
Public Contracts Code § 22050 (c) requires that the City Council receive updates at every regularly scheduled meeting until the emergency repair is completed. Therefore, staff recommends that City Council receive and file this report on the status of the emergency repair to address the water intrusion issues at Park Vista Senior Housing Facility.
Consideration and possible action to receive and file this report regarding cleaning and repairing drywall and carpet as well as restoring furniture in the north portion of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") § 1-7-12 and 1-7A-4. (Fiscal Impact: $37,000.00)

RECOMMENDED COUNCIL ACTION:

1. Receive and file this report regarding cleaning and repairing drywall and carpet as well as restoring furniture in the north portion of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC") § 1-7-12 and 1-7A-4; and/or.

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

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Included in Adopted Budget

- Amount Budgeted: $37,000
- Additional Appropriation: No.
- Account Number(s): 405-400-0000-6215 (Facilities Maintenance Fund – Repair & Maintenance Acct.)

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works
REVIEWED BY: Stephanie Katsouleas, Director of Public Works
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On August 5, 2014 City Council approved an emergency contract with A & V Contractors, Inc. (A V) to clean and repair drywall and carpet as well as restore furniture in the north portion of City Hall (Human Resources, City Clerk’s office, server room). As you may recall, damage to these areas was due to an improperly sealed drain and corresponding rain event which occurred during the City Hall roofing project. A&V began work on October 8, 2014. Demolition is complete. Drywall construction is complete except for electrical socket covers. Carpet is being installed and should be completed by the end of the week.

Public Contracts Code § 22050(c) requires that the City Council receive updates at every regularly scheduled meeting until the emergency repair is completed. Therefore, staff also recommends that City Council receive and file this report on the status of the emergency repair to clean and repair drywall and carpet and restore furniture in the north portion of City Hall.
EL SEGUNDO CITY COUNCIL

MEETING DATE: December 16, 2014

AGENDA STATEMENT

AGENDA DESCRIPTION:

Consideration and possible action to receive and file this report regarding the emergency repair to remove debris in the attic space of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC")§ 1-7-12 and 1-7A-4. (Fiscal Impact: $82,354.00)

RECOMMENDED COUNCIL ACTION:

(1) Receive and file this report regarding the emergency repair to remove debris in the attic space of City Hall without the need for bidding in accordance with Public Contracts Code §§ 20168 and 22050 and El Segundo Municipal Code ("ESMC")§ 1-7-12 and 1-7A-4.

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

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $82,354.00
Additional Appropriation: No
Account Number(s): 405-400-0000-6215 (Facilities Maintenance: Repairs and Maintenance)

ORIGINATED BY: Stephanie Katsouleas, Director of Public Works
REVIEWED BY: Stephanie Katsouleas, Director of Public Works
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On May 6, 2014 City Council approved a contract to complete the attic cleaning emergency repair with Empire Building. Contract and insurance documents were finalized on June 9th and they will work only on Friday through Sunday until the project is complete. Work began on July 18 and is complete. Two change orders have been processed. Punch list items are being addressed by the contractor.

Public Contracts Code § 22050 (c) requires that the City Council receive updates at every regularly scheduled meeting until the emergency repair is completed. Therefore, staff recommends that City Council receive and file this report on the status of the emergency repair to clean the attic space in City Hall.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: December 16, 2014
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to authorize the City Manager to execute an amendment to License Agreement #4240 in a form approved by the City Attorney with The La Mirada Armada to continue to operate the El Segundo Armada Youth Swim Team at the Urho Saari Swim Stadium through December 31, 2016, at a rental rate of $1,825.00 per month. (Fiscal Impact: $21,900 in Recreation Reservation Revenues annually)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute an amendment to License Agreement #4240 with The La Mirada Armada in a form approved by the City Attorney.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. License Agreement #4240
2. Draft Amendment to License Agreement #4240

FISCAL IMPACT: $21,900 in Recreation Reservation Revenues per year

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): 001-300-0000-3879 (Reservation Fees)

ORIGINATED BY: Meredith Petit, Director of Recreation and Parks
REVIEWED BY: Meredith Petit, Director of Recreation and Parks
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

In February 2012, the very successful competitive swim program The La Mirada Armada created a satellite youth swim team in El Segundo offering a variety of swim groups for varying ages and skill levels. The program replaced the El Segundo Sea Turtles program to provide the community with a more consistent coaching program and greater opportunity for competitive experience.

The City entered into a 3-year License Agreement with the Armada to rent the Urho Saari Swim Stadium at $1,250.00 per month ($15,000 annually and based upon $25/hour) for exclusive use of the pool for two hours per day, six days a week. Since its inception, the program has more than doubled in size and currently holds 88 kids on its roster, with nearly 70% El Segundo resident youth. The program is operated by Executive Director Richard Shipherd, while the El
Segundo High School Swim Coach, Matt Cervantes, is the current head coach for the El Segundo Armada Team.

The Recreation and Parks Department and the participants of the program are very pleased with the quality of the program and the continued growth over the past three years. The partnership has proven to be a successful addition in the community. To continue the program, staff has met with Mr. Shipherd and has agreed upon an increased rental rate for the facility for the next two years. The proposed monthly rental rate is $1,825.00 per month ($21,900 annually and based upon $35/hour for the full pool and $20/hour for partial pool). Additionally, the proposed term for the agreement amendment is two years, allowing for a sufficient commitment from the Armada and also anticipating that a new agreement will need to be negotiated prior to the new aquatics facility opening in 2017.
LICENSE AGREEMENT BETWEEN THE
CITY OF EL SEGUNDO AND
LA MIRADA ARMADA

THIS LICENSE is made and executed this 15th day of February, 2012, between the
CITY OF EL SEGUNDO, a municipal corporation ("CITY"), and The La Mirada Armada, a
California nonprofit corporation ("LICENSEE").

1. LICENSE; DESCRIPTION OF PROPERTY. CITY licenses LICENSEE to use, on the
terms and conditions in this License, real property located at The Urho Saari Swim Stadium, 219
W. Mariposa Ave., El Segundo, CA ("Property"). CITY's action is not, and should not be
construed to be, a conveyance of a property interest or a lease; it is a license to use property only.

2. USE OF PROPERTY.

A. LICENSEE may temporarily use the Property for the purposes of operated a
competitive youth swim team program.

B. CITY may change, amend, or terminate LICENSEE's use of Property at any time,
and in its sole discretion, verbally or in writing.

3. TERM. Except as provided in Section 4, the term of this license will begin on March 1,
2012 and end on December 31, 2014. Upon mutual written agreement between the parties, this
License may be renewed for additional time.

4. TERMINATION.

A. As stated above, CITY may terminate this License at any time with or without
cause, upon written or verbal notification. Termination will be effective upon
notification, unless CITY specifies otherwise.

B. LICENSEE may terminate this License at any time in writing at least five (5) days
before the effective termination date.

C. By executing this document, LICENSEE waives any and all claims for damages
that might otherwise arise from CITY's termination under this Section.

D. Upon termination, LICENSEE will remove all personal property and
improvements from Property within two (2) days. Property will be left in a clean
and orderly fashion.

5. COMPENSATION. In exchange for the use of the facilities at Property, LICENSEE agrees
to pay CITY a sum of $1250 dollars per month ($25/hour x 50hours) for the term of this License.
6. **CONDEMNATION.** If all or part of Property is acquired by eminent domain or purchase in lieu thereof, LICENSEE acknowledges that it will have no claim to any compensation awarded for the taking of Property or any portion thereof or for loss of or damage to LICENSEE’s improvements.

7. **RELOCATION BENEFITS.** LICENSEE acknowledges that it has been informed that CITY is a public entity and that Property was previously acquired by CITY for a public purpose. LICENSEE further acknowledges that any rights acquired under this License arose after the date of acquisition of Property and that said rights are subject to termination when Property is needed by CITY. LICENSEE hereby acknowledges that at the time of said termination of this License by CITY, it will not be a “displaced person” entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

8. **ALTERATIONS.** LICENSEE will not make, or cause to be made, any alterations to Property, or any part thereof, without CITY’s prior written consent.

9. **HAZARDOUS/TOXIC WASTE.** CITY has not, nor to CITY’s knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. LICENSEE agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. LICENSEE agrees to defend and indemnify CITY, to the extent stated in Section 12, against any and all losses, liabilities, claims or costs arising from any breach of any warranty or agreement contained in this Section. As used in this Section, “Hazardous Material” means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. **SIGNS.** LICENSEE will not place any sign upon Property without CITY’s prior written consent. LICENSEE will pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

11. **ASSIGNMENT.** LICENSEE will not be permitted to assign this License or any interest therein.

12. **INDEMNIFICATION.**

   A. LICENSEE will hold CITY harmless and free from any and all liability arising out of this License, or its performance, except for such loss or damage arising from CITY’s sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this License, or its performance, pursuant to this License, LICENSEE will defend CITY (at CITY’s request and with counsel satisfactory to CITY) and will indemnify it 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 certified volunteers.

C. LICENSEE 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 License.

E. The requirements as to the types and limits of insurance coverage to be maintained by LICENSEE as required by Section 13 below, 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 LICENSEE pursuant to this License, including but not limited to the provisions concerning indemnification.

13. INSURANCE.

A. Before commencing performance under this License, and at all other times this License is effective, LICENSEE will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits (combined single)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Business automobile liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers compensation</td>
<td>Statutory limits</td>
</tr>
</tbody>
</table>

B. Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. 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 must 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 thereeto. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable except upon thirty (30) days prior written notice to CITY except for nonpayment of premiums which may be cancelable upon ten (10) day notice.

C. LICENSEE will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this
License 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.

D. Should LICENSEE, for any reason, fail to obtain and maintain the insurance required by this License, CITY may obtain such coverage at LICENSEE’s expense and charge the cost of such insurance to LICENSEE under this License or terminate pursuant to Section 4.

14. COMPLIANCE WITH LAW. LICENSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to Property and will faithfully observe in the use of Property all applicable laws. The judgment of any court of competent jurisdiction, or the admission of LICENSEE in any action or proceeding against LICENSEE, whether CITY be a party thereto or not, that LICENSEE has violated any such ordinance or statute in the use of Property will be conclusive of that fact as between CITY and LICENSEE.

15. BREACH OF AGREEMENT. The violation of any of the provisions of this License will constitute a breach of this License by LICENSEE, and in such event said License will automatically cease and terminate.

16. WAIVER OF BREACH. Any express or implied waiver of a breach of any term of this License will not constitute a waiver of any further breach of the same or other term of this License.

17. ENTRY BY CITY AND PUBLIC. This License does not convey any property interest to LICENSEE. Except for areas restricted because of safety concerns, CITY and the general public will have unrestricted access upon Property for all lawful acts.

18. INSOLVENCY; RECEIVER. Either the appointment of a receiver to take possession of all or substantially all of the assets of LICENSEE, or a general assignment by the LICENSEE for the benefit of creditors, or any action taken or offered by LICENSEE under any insolvency or bankruptcy action, will constitute a breach of this License by LICENSEE, and in such event said License will automatically cease and terminate.

19. NOTICES. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this License or by law to be served on or given to either party to this License by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service,
upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to LICENSEE at:

La Mirada Armada  
c/o Splash Aquatic Center  
13806 La Mirada Blvd.  
La Mirada, CA 90638

or to CITY at:

Department of Recreation & Parks  
350 Main Street  
El Segundo, CA 90245

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

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

21. GOVERNING LAW. This License has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this License will be in Los Angeles County.

22. PARTIAL INVALIDITY. Should any provision of this License be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this License will remain in effect, unimpaired by the holding.

23. ENTIRE AGREEMENT. This instrument and its Attachments constitute the sole agreement between CITY and LICENSEE respecting Property, the use of Property by LICENSEE, and the specified License term, and correctly sets forth the obligations of CITY and LICENSEE. Any agreement or representations respecting Property or its licensing by CITY to LICENSEE not expressly set forth in this instrument are void.

24. CONSTRUCTION. The language of each part of this License will be construed simply and according to its fair meaning, and this License will never be construed either for or against either party.

25. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this License and to engage in the actions described herein. This License may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.
26. COUNTERPARTS. This License may be executed in any number or counterparts, each of
which will be an original, but all of which together will constitute one instrument executed on
the same date.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year
first hereinabove written.

CITY OF EL SEGUNDO

Greg Carpenter,
Interim City Manager

Richard Shipherd,
Executive Director, La Mirada Armada

ATTEST:

Cindy Motesen,
City Clerk

Taxpayer ID No. 95-4758094

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

By:
Karl H. Berger, Assistant City Attorney

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Exhibit A

Scope of Services

LICENSEE agrees to provide the following services at CITY’s Urho Saari Plunge:

1. Certified and Trained Coaching for all levels and abilities of swimmer;
2. During the first year, LICENSEE will include at least two coaches;
3. Maintain a coach to swimmer ratio of not more than 30:1 in the following seasons.

CITY agrees that LICENSEE may utilize the following workout schedule:

Spring 2012 Only (March - May)
- Monday/Wednesday 6:30-8:30 pm
- Tuesday/Thursday/Friday 6:00-7:00 pm (April 16-May 25)
- Tuesday/Thursday/Friday 5:00-7:00 pm
- Saturday 6:00-8:00 am

Year-Round (beginning May 29, 2012)
- Monday - Thursday 6-8 pm
- Friday 5-7pm
- Saturday 6:00-8:00 am
FIRST AMENDMENT TO
AGREEMENT NO. 4240 BETWEEN
THE CITY OF EL SEGUNDO AND
LA MIRADA ARMADA

THIS FIRST AMENDMENT ("Amendment") is made and entered into this 17th day of December, 2014, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation existing under the laws of California ("CITY"), and LA MIRADA ARMADA, a non-profit organization ("LICENSEE").

1. Pursuant to Section 3 of Agreement No. 4240 ("Agreement"), Section 3 of the Agreement is amended to read as follows:

"Except as provided in Section 4, the term of this license will begin on January 1, 2015 and end on December 31, 2016. Upon mutual written agreement between the parties, this License may be renewed for additional time."

2. Pursuant to Section 5 of Agreement No. 4240 ("Agreement"), Section 5 of the Agreement is amended to read as follows:

"In exchange for the use of the facilities at Property, LICENSEE agrees to pay CITY a sum of $1,825 per month. For any additional hours, LICENSEE agrees to pay $35 per hour for a full pool and $20 per hour for a partial pool for the term of this License."

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

4. Except as modified by this Amendment, all other terms and conditions of Agreement No. 4240 remain the same.

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

CITY OF EL SEGUNDO

Greg Carpenter,  
City Manager

ATTEST:

Tracy Weaver,  
City Clerk

Taxpayer ID No. ___________

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

By:  
Karl H. Berger, Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action regarding Adoption of the Resolutions updating the employer’s contribution under the Public Employees’ Medical and Hospital Care Act for the El Segundo Fire Fighters’ Association, the El Segundo Police Officers’ Association and the El Segundo Police Support Services Employees’ Association. (Fiscal Impact: None - Included in adopted budget)

RECOMMENDED COUNCIL ACTION:
1. Adopt the attached resolutions;
2. Alternatively, discuss and take other action related to this item

ATTACHED SUPPORTING DOCUMENTS:
1. Proposed Resolutions

FISCAL IMPACT: None - Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$5,055,100.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>N/A</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Julie DeZiel, Human Resources Analyst
REVIEWED BY: Martha Dijkstra, Director of Human Resources
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The City files with the Public Employees’ Retirement System (PERS) the annual Resolutions reflecting changes in the City’s contribution for employees and annuitants under the Public Employees Medical and Hospital Care Act (PEMCHA).

Pursuant to existing language in the Memoranda of Understanding for Firefighters’ Association (FFA), Police Officers’ Association (POA), and Police Support Services Employees’ Association (PSSEA), changes in the monthly contribution amounts will be implemented as follows:

<table>
<thead>
<tr>
<th>Employee Group</th>
<th>2014 Contribution</th>
<th>2015 Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighters’ Association</td>
<td>$1,263.84/month</td>
<td>$1,334.91/month</td>
</tr>
<tr>
<td>Police Officers’ Association</td>
<td>$1,263.84/month</td>
<td>$1,334.91/month</td>
</tr>
<tr>
<td>Police Support Services</td>
<td>$1,096.36/month</td>
<td>$1,115.67/month</td>
</tr>
<tr>
<td>Employees’ Association</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The City’s maximum contribution for the retirees in all of these groups is the same as for active, represented employees.
The budgeted amounts for Fiscal Year 2014 – 2015 are $2,494,800.00 for retiree health and $2,560,300.00 for active employees and the incremental cost increase was included in the adopted FY 2014-2015 budget.
RESOLUTION NO. ______

A RESOLUTION FIXING THE EMPLOYER’S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO FIREFIGHTERS’ ASSOCIATION.

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

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892 (b)(1) of the Act, and

B. The City of El Segundo, hereinafter referred to as Public Agency is local agency contracting under the Act for participation by members of the El Segundo Firefighters’ Association.

SECTION 2: The Employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1,334.91 per month, plus administrative fees and Contingency Reserve Fund Assessments.

SECTION 3: The 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.

SECTION 4: The City Clerk is directed to certify the Passage and Adoption of this Resolution; enter same in the Book of Original Resolutions; and make a Minute of its adoption in the City’s records and in the Minutes of the meeting when it was adopted.

SECTION 5: Under Government Code § 22892, this Resolution will become effective February 1, 2015 and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED this 16th day of December, 2014.

Suzanne Fuentes
Mayor
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
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 16th day of December, 2014, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 16th day of December, 2014.

Tracy Weaver, City Clerk
of the City of El Segundo,
California

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

By:

Karl H. Berger
Assistant City Attorney

2.
RESOLUTION NO. ______

A RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO POLICE OFFICERS' ASSOCIATION.

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

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892 (b)(1) of the Act, and

B. The City of El Segundo, hereinafter referred to as Public Agency is local agency contracting under the Act for participation by members of the El Segundo Police Officers' Association.

SECTION 2: The Employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1,334.91 per month, plus administrative fees and Contingency Reserve Fund Assessments.

SECTION 3: The 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.

SECTION 4: The City Clerk is directed to certify the Passage and Adoption of this Resolution; enter same in the Book of Original Resolutions; and make a Minute of its adoption in the City’s records and in the Minutes of the meeting when it was adopted.

SECTION 5: Under Government Code § 22892, this Resolution will become effective February 1, 2015 and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED this 16th day of December, 2014.

Suzanne Fuentes
Mayor
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
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 16th day of December, 2014, and the same was so passed and adopted by the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 16th day of December, 2014.

Tracy Weaver, City Clerk
of the City of El Segundo,
California

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

By:

Karl H. Berger
Assistant City Attorney
RESOLUTION NO. ______

A RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR THE EL SEGUNDO POLICE SUPPORT SERVICES EMPLOYEES’ ASSOCIATION.

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

SECTION 1: The City Council finds as follows:

A. Government Code § 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892 (b)(1) of the Act, and

B. The City of El Segundo, hereinafter referred to as Public Agency is local agency contracting under the Act for participation by members of the El Segundo Police Support Services Employees’ Association.

SECTION 2: The Employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of $1,115.67 per month, plus administrative fees and Contingency Reserve Fund Assessments.

SECTION 3: The 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.

SECTION 4: The City Clerk is directed to certify the Passage and Adoption of this Resolution; enter same in the Book of Original Resolutions; and make a Minute of its adoption in the City’s records and in the Minutes of the meeting when it was adopted.

SECTION 5: Under Government Code § 22892, this Resolution will become effective February 1, 2015 and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED this 16th day of December, 2014.

__________________________
Suzanne Fuentes
Mayor
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
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 16th day of December, 2014, and the same was so passed and adopted by the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 16th day of December, 2014.

Tracy Weaver, City Clerk
of the City of El Segundo,
California

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

By:

________________________
Karl H. Berger
Assistant City Attorney

2.
AGENDA DESCRIPTION:
Consideration and possible action regarding 1) Approval of an Interim Side Letter between the City of El Segundo and the Police Managers’ Association (PMA), and 2) Approval of a Resolution providing for changes to Chapter 1A2 of the El Segundo Administrative Code by adjusting base salary schedules, repealing obsolete sections, and modifying other benefit provisions for Management-Confidential and Executive classifications. (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:
1. Approve Interim Side Letter
2. Adopt the attached Resolution
3. Approve the attached base salary schedules
3. Alternatively, discuss and take other action related to this item

ATTACHED SUPPORTING DOCUMENTS:
1. Side Letter
2. Resolution
3. Base Salary Schedules for Executive, Management/Confidential, and PMA classifications

FISCAL IMPACT: N/A
- Amount Budgeted: $0
- Additional Appropriation: $0
- Account Number(s):

ORIGINATED BY: Martha A. Bijstra, Director of Human Resources
REVIEWED BY:
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The City of El Segundo has had a longstanding practice of providing “Additional Pay” to members of the Executive, Management/Confidential, Police Managers’ Association (PMA) and Supervisory and Professional Employees (SPEA) groups. Additional Pay is a monthly cash amount (currently $1140.39 for SPEA and $1200 for the other groups) that can be used for 1) payment of health insurance premiums 2) payment into a deferred compensation plan or 3) taken as salary. Additional Pay is reported to PERS as part of the employee’s pay rate and reported as the monthly medical contribution required under the Public Employees’ Medical and Hospital Care Act (PEMHCA). Since the Additional Pay is reported to PERS, the retirement contribution paid by the City and the employees is calculated on the base salary plus the Additional Pay amount.
PERS has informed the City that Additional Pay can no longer be reported as both a pay rate and a medical contribution. In order to satisfy PERS’ requirements, the City must adjust base salaries to include the Additional Pay amount and assign a separate dollar amount as a medical contribution.

Salary Schedules
PERS is requiring the City to modify the base salary schedules to include the Additional Pay amount so the pay rate reported to PERS is accurately reflected in the base salary schedules.

Although Council approved in September 1999, via Resolution 4130, to pay the employee PERS contribution on the Additional Pay amount, Government Code Section 20636 and CCR 570.5 require agencies to show employee pay rates on publicly available pay schedules, duly approved and adopted by the governing body, for each position title, and not reference another document in lieu of disclosing the pay rate on a pay schedule. Modifying the base salary schedules to include Additional Pay will bring the City into compliance with PERS statutory and regulatory requirements.

Medical Contribution
Additionally, the City must provide a separate dollar amount to employees as a monthly medical contribution for payment of health premiums. Under PERS regulations, the City must contribute a minimum dollar amount, known as the “PEMHCA minimum”. The minimum for calendar year 2014 is $119.00 per month and increases nominally each year based on the Consumer Price Index. It is important to note that in accordance with PERS’ equal contribution rule, the medical contribution level established for active employees in a particular employee group also applies to retirees tied to the same employee group.

Solution
The City is resolving this issue by deducting the $119.00 minimum required medical contribution from the $1200 or $1140.39 and adding the balance of $1081 or $1021.39 to each individual step within the current base salary schedules for each affected classification. \textit{It is important to point out that this does not constitute a pay raise for the incumbents}. In fact, employees who opt out of the medical benefit and receive the entire $1200 or $1140.39 as salary will now see a reduction in pay and “PERSable” salary of $119 since the latter amount will be used exclusively toward the payment of medical premiums and cannot be taken as salary. Establishing the medical contribution at the PEMHCA minimum will lessen the City’s long-term OPEB liability and contribute toward significant long-term savings for the City.

City and bargaining unit representatives from PMA met and conferred pursuant to Sections 3500 et. seq. of the California Government Code for purposes of obtaining an agreement to this change in salary and benefits. Attached is the executed Interim Side Letter between the City and this unit for your approval. Negotiations with SPEA on this subject are in progress. Once concluded, staff will bring this item back to Council for appropriate action in order to implement changes to their salary and benefits.

Also attached is a Resolution amending Administrative Code Section 1A2 which governs salaries and benefits for the unrepresented Executive and Management/Confidential classifications. Staff recommends adopting the attached Resolution in order to implement these changes.

Retirees
Setting the medical contribution at the PEMHCA minimum impacts retirees because the City will need to file a Resolution with PERS stating the City’s monthly medical contribution will be
$119.00, not the current $1200. In order to keep them whole and maintain their current benefit, City staff will contract with HealthComp to set up Health Reimbursement Accounts (HRA) for each individual retiree. The individual Health Reimbursement Account will be a supplement to the minimum medical contribution and will be in an amount sufficient to continue coverage up to $1200 a month. The supplemental amount will vary per individual based on their medical plan enrollment. Additionally, staff recommends that current employees in these groups be eligible for this HRA upon retirement from the City based on their current expectation of receiving a retiree medical benefit of up to $1200 per month. Through the meet and confer process, this benefit will eventually be tiered, meaning that new hires will only be eligible to receive the established minimum medical contribution per month upon retirement from the City; a Health Care Reimbursement Account will not be provided to them.

Staff will submit a separate staff report in the very near future seeking approval to set up these retiree reimbursement accounts through HealthComp and present Resolutions to be filed with PERS amending the monthly medical contribution amount for the PMA, Executive, and Management/Confidential employee groups.
INTERIM SIDE LETTER OF
AGREEMENT BETWEEN THE
CITY OF EL SEGUNDO ("CITY") AND
THE EL SEGUNDO POLICE MANAGEMENT
ASSOCIATION ("PMA")

The City has been notified by CalPERS that the City’s current practice of crediting "ADD Pay" for 1) purposes of calculating retirement and 2) purposes of providing retiree medical benefits is improper. It is the intent of the City and PMA that the City Council will adopt this "Interim Side Letter" and post publicly the revised Salary Schedule set forth below. In order to comply with CalPERS rules and regulations, the parties agree to the following:

1. The amount of $1081 will be added to the monthly base salaries of Police Captain and Police Lieutenant as follows:

Proposed Base Salaries

<table>
<thead>
<tr>
<th>Class</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
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<tr>
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<td>$14,385.27</td>
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<td>$15,748.95</td>
<td>$16,482.35</td>
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<td>Police Lieutenant</td>
<td>$11,786.36</td>
<td>$12,300.63</td>
<td>$12,861.61</td>
<td>$13,450.64</td>
<td>$14,069.12</td>
</tr>
</tbody>
</table>

2. The City will contribute the PEMHCA minimum on behalf of each active employee.

3. The City will continue to contribute up to $1200 per month for health insurance to current retirees who retired from PMA prior to this Interim Side Letter.

4. Current PMA members who retire shall be eligible for a monthly health contribution of up to $1200. The monthly health contribution will consist of the statutorily required PEMHCA minimum contribution supplemented by a healthcare reimbursement account. The amount of the healthcare reimbursement supplement shall be sufficient to cover the health insurance premium cost for the employee and eligible dependent(s) for the selected PERS health plan, but in no event shall the total amount of the monthly contribution (PEMHCA minimum + healthcare reimbursement account) exceed $1200 per month.

5. The City and PMA will continue to meet and confer on the following issues:

   a. The base salary and City paid health insurance premiums for employees of the City who are promoted into the PMA.
6. The City and the PMA recognize that this "Interim Side Letter" is subject to continuing meet and confer for a successor MOU to the MOU which expired September 30, 2014.

7. The City and PMA recognize that this "Interim Side Letter" in no manner prejudices the recent grievance filed by PMA concerning the application of Article 20, Section 20.02 of the MOU.

8. The City and PMA recognize that the additional $1081.00 added to the base salary schedule will be taken into account/reflected in future salary surveys conducted by the City.

For Police Managers Association (PMA):

Raymond Garcia, Police Lieutenant

Jaime Bermudez, Police Lieutenant

For City of El Segundo:

Greg Carpenter, City Manager

Steve Filarsky, Labor Relations Counsel

11/18/2014
Date

11/18/14
Date
RESOLUTION NO. __________

A RESOLUTION PROVIDING FOR CHANGES TO CHAPTER 1A2 (MANAGEMENT-CONFIDENTIAL SERIES) OF THE EL SEGUNDO ADMINISTRATIVE CODE.

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

Section 1: Section 1A2.010, Basic Salary Schedule. Effective the pay period beginning December 27, 2014, the following respective salary schedules are hereby allocated and assigned to the respective Management/Confidential classifications:

See Attachment for Executives and Management Confidential Salary Schedules

Section 2: Section 1A2.030, Explanation of Salary Schedule Quartile System

Repeal this Section

Section 3: Section 1A2.040, Schedule of Classes by Series.

Repeal this Section

Section 4: Section 1A2.105, Flexible Benefit Plan

Repeal this Section

Section 5: Section 1A2.106, Insurance Benefits – Employee Dental/Optical/Long Term Disability (Non-Job Related).

Add as follows:

(D) Monthly Medical Contribution. The City will contribute the monthly minimum contribution allowed under the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee in the Executive and Management/Confidential series.

Section 6: Section 1A2.108, Insurance Benefits – Service Retiree Medical – City Contribution.

Amend as follows:

Employees regulated by this Chapter, as of the effective date of this Provision, who retire from the City of El Segundo shall be eligible for a monthly health contribution of up to $1,200. The monthly health contribution will consist of the statutorily required PEMHCA minimum contribution supplemented by a City contribution to a healthcare reimbursement account. The amount of the healthcare reimbursement supplement shall be no more than the amount necessary to cover the health insurance premium cost for the employee and eligible dependent(s)
for the selected PERS health plan, but in no event shall the total amount of the monthly contribution (PEMHCA minimum + health care reimbursement account) exceed $1,200 per month.

Section 7: Section 1A2.109, Insurance Benefits – Disability Retiree Participation in City’s Group Medical Insurance Plan After Ten Years’ City Service

Repeal this Section

Section 8: Section 1A2.125, Payment of Employee Contribution to PERS on Flexible Pay Benefit.

Repeal this Section

Section 9: 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 10: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ___ day of ____________, 201__.

______________________________
Suzanne Fuentes
Mayor
CERTIFICATION

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 _________, 201__, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this ______ day of _________, 201__.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

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

By: __________________________
Karl H. Berger
Assistant City Attorney
<table>
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<tr>
<th>TITLE</th>
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<th>STEP A</th>
<th>STEP B</th>
<th>STEP C</th>
<th>STEP D</th>
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REvised MONTHLY SALARY SCHEDULES EFFECTIVE PAY PERIOD BEGINNING 12/27/14

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<th>B.U.</th>
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AGENDA DESCRIPTION:
Consideration and possible action to select Landrum and Brown as the principal firm for acoustical testing and supplemental design services (RFQ 14-07) and authorize staff to negotiate a contract price for those services for the 2014/2015 fiscal year.
(Fiscal Impact: None at this time)

RECOMMENDED COUNCIL ACTION:
1. Select Landrum and Brown as the principal firm for acoustical testing and supplemental design services in response to RFQ 14-07;
2. Authorize staff to negotiate a contract price for those services for the 2014/2015 fiscal year; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
RFQ Log for RFQ 14-07

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $100,000
Additional Appropriation: N/A
Account Number(s): 116-400-0000-6214

ORIGINATED BY: James S. O'Neill, Program Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The RSI Program offers modifications to owners of qualifying residential property in the City of El Segundo that reduce interior sound levels of noise generated by air traffic from neighboring Los Angeles International Airport (LAX).

At its meeting February 13, 2013 the City Council authorized a Request for Qualifications (RFQ) for acoustical testing and supplemental design services. On July 8, 2014, Staff received Statements of Qualifications from four firms, as identified below:
   Landrum & Brown
   Acentech
   BridgeNet International
   CSDA Design Group

Staff carefully reviewed the Statements of Qualifications / Proposals, and interviewed the firm whose background and experience appeared to best respond to the RFQ and fits the needs of the City’s Residential Sound Insulation (RSI) Program.
On December 3, 2014, staff conducted an extensive interview with Landrum & Brown’s (L&B’s) Managing Director of their Environmental Division.

Based on L&B’s Statement of Qualifications and interview, coupled with staff’s knowledge of L&B’s reputation and their past work on the City’s RSI Program as a sub consultant, staff recommends that L&B be selected as the principal firm for acoustical testing and supplemental design services (RFQ 14-07) and authorize staff to negotiate a contract price for those services for the 2014/2015 fiscal year.

City Council is reminded that, unlike construction services where a contractor is selected based on the lowest responsive bid, consultants are required to be selected based on qualifications and pricing negotiated with the most qualified firm, as determined by the City.

If Landrum and Brown is selected at the December 16, 2014 meeting, staff would begin negotiations as soon as possible in the hopes of recommending a contract (including pricing) at the next regularly scheduled City Council meeting on January 20th, 2015.
CITY OF EL SEGUNDO
RFQ LOG
BID NO. #RFQ 14-07
City of El Segundo – RSI
Request for Qualifications for Acoustical Testing and Supplemental Design Services

Date of BID Opening: Tuesday, July 8, 2014
Time of BID Opening: 11:00 AM
Place of BID Opening: City Clerk’s Office

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<th>COMPANY NAME/ADDRESS</th>
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</thead>
<tbody>
<tr>
<td>1) BridgeNet</td>
</tr>
<tr>
<td>20201 SW Birch Street</td>
</tr>
<tr>
<td>Suite 250</td>
</tr>
<tr>
<td>Newport Beach, CA 92660</td>
</tr>
<tr>
<td>2) AcenTech (Local Office)</td>
</tr>
<tr>
<td>601 South Figueroa St.,</td>
</tr>
<tr>
<td>Suite 4050</td>
</tr>
<tr>
<td>Los Angeles, CA 90017</td>
</tr>
<tr>
<td>3) CSDA Design Group</td>
</tr>
<tr>
<td>4061 Glencoe Avenue</td>
</tr>
<tr>
<td>Suite B</td>
</tr>
<tr>
<td>Marina del Rey, CA 90292</td>
</tr>
<tr>
<td>4) Landrum &amp; Brown, Incorporated</td>
</tr>
<tr>
<td>11279 Cornell Park Drive</td>
</tr>
<tr>
<td>Cincinnati, OH 45242</td>
</tr>
</tbody>
</table>

Staff Present: [Signatures]
City Clerk’s Office
City Clerk’s Office
Residential Sound Insulation

* Assigned in City Clerk’s Office for tracking purposes only,
AGENDA DESCRIPTION:
Consideration and possible action regarding authorizing staff to advertise a new Notice Inviting Sealed Bids for the project related to Project No. RSI 14-29 (Group 62 of the City’s Residential Sound Insulation Program)
(Estimated construction costs: None at this time)

RECOMMENDED COUNCIL ACTION:
1. Authorize City staff advertise a new Notice Inviting Sealed Bids for the project; and/or
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Bid Log

FISCAL IMPACT: Included in Adopted Budget

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<td>Additional Appropriation:</td>
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</tr>
<tr>
<td>Account Number(s):</td>
<td>116-400-0062-8962 (RSI Program Construction)</td>
</tr>
</tbody>
</table>

PREPARED BY: James O’Neill, Program Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

On October 6th, 2014 the City Clerk’s office opened bids for Project RSI 14-19 (Group 62 of the City’s Residential Sound Insulation (RSI) Program). Four (4) bids were submitted, and the results were as follows:

- Harry H. Joh Construction       $ 573,576.00
- Patriot Contracting & Engineering $ 622,000.00
- Karabuild Development, Inc.     $ 627,591.00
- Big West Construction Corporation, Inc. $ 674,916.00

On October 21, 2014 all bids were rejected, with reasons outlined in that staff report.

Staff advertised for new bids (RSI 14-29) on October 30, 2014 with new bids originally due on December 2nd. After contractor requests to visit a few of the homes (all condominium units within a single building), a “job walk” (of visit to the building) was conducted and the bid deadline was extended to Thursday, December 4th.

Unfortunately, no bids were received in response to the new request for proposals. While staff continues to reach out to potential bidders, including the four contractors that originally bid, the lack of bids is likely attributed to concerns of potential bidders over significant settling of the building. This issue was discussed at considerable length during the pre-bid meeting, and looked at by contractors and subcontractors during the job walk.
Staff would anticipate publishing a structural report on file with the City with bidding documents that document that further settling of the building is not anticipated, in hopes of alleviating potential bidders concerns and receiving responsive bids.

In the event that bids are not received in the City’s third attempt to solicit qualified bids, staff would anticipate requesting authorization from the Federal Aviation Administration (FAA) and Los Angeles World Airports (LAWA) to waive the bidding requirements and negotiate acceptable pricing with one of the original bidders. That option is not recommended at this time due to limited time to have the project complete (construction must be complete by September 30, 2015 to be eligible for current funding) and staff is unsure if such authorization would be granted by both funding agencies. Therefore rebidding the project is likely the best chance of having the project completed prior to the September 30th deadline.

Staff is recommending that the project be re-bid for the reasons including but not limited to those stated above. Re-bidding the project is anticipated to delay the project by approximately another two months, with construction anticipated to be June 15 – August 7, 2015.
**CITY OF EL SEGUNDO**  
**BID/RFP LOG**  
**BID NO. #RSI 14-29**  
City of El Segundo  
Residential Sound Insulation Group 62 (Re-Bid)

**Date of BID Opening:** Thursday, December 4, 2014  
**Time of BID Opening:** 11:00 A.M.  
**Place of BID Opening:** City Clerk's Office

<table>
<thead>
<tr>
<th>COMPANY NAME/ADDRESS</th>
<th>Total BID Amount</th>
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</thead>
<tbody>
<tr>
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<td>10.</td>
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</tbody>
</table>

Staff Present: ___________________, City Clerk's Office  
_____________________, City Clerk's Office  
_____________________, RSI, Representative
AGENDA DESCRIPTION:
Consideration and possible action to authorize the City Manager, or designee, to record the Notice of Completion accepting completion of work for twenty-five (25) homes related to Project RSI 14-02 (the City's Residential Sound Insulation Program's Group 52). (Final Contract Amount: $1,019,211.87)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Clerk to file the City Manager's, or designee's, Notice of Completion in the County Recorder's Office;
2. Authorize the City Manager, or designee, to close out Project No. RSI 14-02; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
- List of homes included in Group 52
- Notice of Completion

FISCAL IMPACT: Included in Adopted Budget
- Amount Budgeted: $1,034,363.40
- Additional Appropriation: N/A
- Account Number(s): 116-400-0052-8960

ORIGINATED BY: James S. O'Neill, Program Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The RSI Program offers modifications to owners of qualifying residential property in the City of El Segundo that reduce interior sound levels of noise generated by air traffic from neighboring Los Angeles International Airport (LAX).

At its meeting May 20, 2014 the City Council awarded a construction contract to Big West Construction Corporation for the construction of twenty-five (25) homes, commonly referred to as Group 52 of the RSI Program.

The work has now been completed and the final contract amount is $1,019,211.87.
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<tr>
<th>RSI Number</th>
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</tr>
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<tbody>
<tr>
<td>52.01</td>
<td>910 Eucalyptus Drive</td>
</tr>
<tr>
<td>52.02</td>
<td>625 Maryland Street</td>
</tr>
<tr>
<td>52.03</td>
<td>415 Hillcrest Street</td>
</tr>
<tr>
<td>52.04</td>
<td>637 California Street</td>
</tr>
<tr>
<td>52.05</td>
<td>1213 East Oak Avenue</td>
</tr>
<tr>
<td>52.06</td>
<td>313 East Oak Avenue</td>
</tr>
<tr>
<td>52.07</td>
<td>315 East Oak Avenue</td>
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<tr>
<td>52.08</td>
<td>613 Arena Street</td>
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<tr>
<td>52.09</td>
<td>910 East Mariposa Avenue</td>
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<td>52.10</td>
<td>630 West Mariposa Avenue</td>
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<td>52.11</td>
<td>633 Sierra Street</td>
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<tr>
<td>52.12</td>
<td>940 Virginia Street</td>
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<tr>
<td>52.13</td>
<td>1226 East Sycamore Avenue</td>
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<tr>
<td>52.14</td>
<td>425 West Maple Avenue</td>
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<tr>
<td>52.15</td>
<td>434 West Maple Avenue</td>
</tr>
<tr>
<td>52.16</td>
<td>770 West Imperial Avenue, Unit 86</td>
</tr>
<tr>
<td>52.17</td>
<td>736 Eucalyptus Drive</td>
</tr>
<tr>
<td>52.18</td>
<td>736 1/2 Eucalyptus Drive</td>
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<tr>
<td>52.19</td>
<td>747 Sierra Street</td>
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<tr>
<td>52.20</td>
<td>303 West Maple Avenue</td>
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<tr>
<td>52.21</td>
<td>913 Lomita Street</td>
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<tr>
<td>52.22</td>
<td>849 Maryland Street</td>
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<td>52.23</td>
<td>622 Sheldon Street</td>
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<tr>
<td>52.24</td>
<td>624 Sheldon Street</td>
</tr>
<tr>
<td>52.25</td>
<td>626 Sheldon Street</td>
</tr>
</tbody>
</table>
NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Residential Sound Insulation Program – Group 52

Project No.: RSI 14-02

Notice is given pursuant to California Civil Code §§ 3093, et seq. that:

1. The undersigned is an officer of the owner of interest of the property described below.

2. The project owner's name is: City of El Segundo

3. The full addresses of the project are: attached as Exhibit A and incorporated by reference

4. A work of improvement on the property hereinafter described was field reviewed by City representatives on: see attached Exhibit A

5. The work done was: Residential Sound Insulation Program Improvements

6. On December 16, 2014, 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: Spec Construction Co., 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: Private Residence(s) listed in Exhibit A

9. The street address of said properties are: set forth in Exhibit A

Dated: ____________________________

Sam Lee
Planning and Building Safety Director

VERIFICATION

I, the undersigned, say: I am the Director of Planning and Building Safety 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 ______________________ at El Segundo, California.

__________________________________________

Sam Lee
Planning and Building Safety Director

Notice of Completion
EL SEGUNDO CITY COUNCIL  
MEETING DATE: December 16, 2014  
AGENDA STATEMENT  
AGENDA HEADING: New Business

AGENDA DESCRIPTION:
Consideration and possible action to 1) authorize the City Manager to reclassify a vacant Network Assistant position into an Information Systems Specialist; and 2) authorize the City Manager to reclassify two part-time Information Systems Specialist positions into a full-time Information Systems Specialist position; and 3) approve the creation of a new Information Systems Developer position and authorize the City Manager to initiate recruitment to fill this new position once job specifications have been finalized and approved by City Council. (Fiscal Impact: $183,750.00)

RECOMMENDED COUNCIL ACTION:
(1) Authorize the City Manager to reclassify a vacant Network Assistant position into an Information Systems Specialist. (Fiscal Impact: $33,750.00)

(2) Authorize the City Manager to reclassify two part-time Information Systems Specialist positions into a full-time Information Systems Specialist position. (Fiscal Impact: $35,000.00)

(3) Authorize the City Manager to create a new position of Information Systems Developer and return with specifications. (Fiscal Impact: $115,000.00)

(4) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: Budget Adjustment Required

Amount Budgeted: $186,250.00
Additional Appropriation: Yes - $183,750.00

Account Number(s): ISD 001-400-2505-4xxx $112,607.00
                   RSI 116-400-0000-4xxx  $ 7,841.00
                   Sewer 502-400-0000-4xxx  $ 31,651.00
                   Water 501-400-7102-4xxx  $ 31,651.00

ORIGINATED BY: Larry Klingaman, Information Systems Manager
REVIEWED BY: Mitch Tavares, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Currently, the City has approximately 320 desktops, 60 Enterprise Applications, 70 network devices, 280 Voice Over Internet Protocol (VOIP) Phones, 35 Wireless Access Points, 25 Library Internet Terminals, 20 Emergency Operations Center Machines and 8 Host Servers with 68 Virtual Servers and 275 virtual desktops. Information Systems is budgeted for 6 FTE positions to support the citywide infrastructure.
**Current Staffing:**

As recently as 2008, Information Systems was staffed with two Information Systems Specialists, a Project Specialist, and two Network Assistants. Below is a glimpse at staffing changes since then during times of declining revenues:

- **2009** - Project Specialist position cut
- **2010** - Manager retires - Management of Division moved to Police Department.
- **2012** - Current Manager promoted from a technical position (position left unfilled)
- **2013** - Information Systems Specialist resigns
- **2014** - Network Assistant resigns – Part Time Information Specialist leaves.

Through this period of change, Staff attempted to use both part time and contract labor. First, staff attempted to use contract labor to solve the issues. We learned quickly that as we would get a resource integrated into our environment, the contractor would move on to another engagement. This continual turnover allowed us to accomplish some projects, but all of the intimate knowledge of those projects left the City as each contractor moved on.

Staff then attempted to solve the problem by utilizing part time labor. Finding the appropriate technically skilled staff has not always been a successful venture. More importantly, we have lost part time personnel after investing valuable time training them on our systems and processes as they move on to full time positions elsewhere.

Workload, combined with current staffing, has caused several organizational issues in each City department ranging from project delays to system downtime. Here are just a few examples:
City Clerk: Inability to implement document workflow
Library: School Library connection issues
Planning and Building Safety: Delays in implementing Document Management System
Police Department: Disparate Video System
Finance: Inability to address Eden speed issues and implement requisition workflow.

In addition to the issues specific to each department, the core citywide systems are also behind in maintenance. It takes one Information Systems Specialist and one Network Assistant just to maintain our existing systems and software in the City. The phone system has not been updated in 4 years, most networking hardware has not been updated in 5 years and our web server is 10 years old. Collectively, this leads to an environment where security is compromised and often causes additional repair work for existing staff.

Staff conducted research by benchmarking the staffing against other similar organizations across three key metrics. The first metric used for comparison is the staffing ratio of technical employees to overall City staff.

El Segundo has 1 Technical Employee for every 65FTE 1:65 - Manhattan Beach has a ratio of 1:44

*Current City FTE to Technology Staff*

For purposes of benchmarking El Segundo is not included in the average.

At a ratio of 65:1, El Segundo is considerably above the multi-city average of 48:1.

The second area that staff benchmarked is funding. For basis of comparison, we compared El Segundo to a pool of cities based upon the percentage of Technical Salaries as a ratio to the General Fund Budget.
El Segundo spends .7% of the General Fund Budget on Technical Staff salaries - Manhattan Beach spends 1.2%

For purposes of benchmarking El Segundo is not included in the average.

Information Systems not only supports General Fund departments but also supports the Enterprise Funds. To perform a complete analysis, staff also compared El Segundo to the pool of cities in relation to the Total Operating Budgets.

El Segundo spends .3% of the Total Operating Budget on Technical Staff salaries - Manhattan Beach spends .66%.

For purposes of benchmarking El Segundo is not included in the average.

Lastly, staff researched outsourcing some or all Information Systems. To obtain a true cost comparison staff would need to issue an RFP and evaluate responses. In an effort to approximate
the cost, staff contacted similar municipalities that had outsourced some or all of their operations. The common thread to the organizations contacted was the retention of the management function as an in-house resource. So for comparison the Information Systems Manager remains an employee in the comparison, and all budgeted positions were filled with contract costs. Outsourcing results in a 26% increase based on current budgeted staffing levels.

For purposes of benchmarking El Segundo Staff cost is shown as Total Compensation.

The benchmarking results made it clear that the understaffing of the division was the leading cause of the delays and organizational challenges. To maintain our current infrastructure and promote the effective use of technology in the City, the Information Systems Division needs to be expanded and restructured.

With the recent resignation of the Network Assistant and the part-time Information Systems Specialist, staff took the opportunity to reevaluate the personnel composition needs of the division. Staff found that over the years the needs of the division had changed. Most new projects require the technical skills of an Information Systems Specialist.

To effectively support the City and follow industry wide best practices, staff determined that the Information Systems Division should be re-organized around five core areas; Administration, Enterprise Applications, Geographic Information Systems, Infrastructure Services and Support & Training.

- **Administration** - The *Information Systems Manager* is responsible for budgeting, technology initiatives, vendor contracts and overall program direction.

- **Enterprise Applications** - One *Information Systems Specialist* will support the catalog of custom and off the shelf applications along with the supporting databases and connectors. One *Information Systems Developer* will support citywide needs for Website, Intranet, data integration and custom report writing.
- **Geographic Information Systems** - One *GIS Analyst* will support the city wide spatial data and mapping needs with the part time *Administrative Intern* providing support.

- **Infrastructure Services** - One *Information Systems Specialist* will support the network, systems and servers.

- **Support & Training** - One *Information Systems Specialist* and one *Network Assistant* will support the service desk and training component.

Coinciding with staff's desire to reorganize Information Systems, City Council recently directed staff to redesign the website and allocated one-time funds of $150,000 towards this project during strategic planning. As a result, staff consulted with Paolucci Communication Arts, the marketing and design firm that recently created a new website for the City and Economic Development. Early in the discussions, it became apparent the City would need an expert to interface with every department on a continual basis designing, updating, maintaining and programming the new website features which was in-line with our desire to reorganize. Staff obtained a quote from Paolucci for website maintenance.

![Hourly Rates Chart]

Staff determined the rate for the contract labor was considerably greater than staff time. The proposed new Information Systems Developer position will be responsible for the following areas.

- City Website (elsegundo.org & elsegundobusiness.com)
- Smartphone and Tablet Apps
- Intranet for Staff
- Integrating enterprise applications
- Custom reporting.

Placing these duties in a dedicated staff position will allow for a consistent look and feel across the entire organization. This new position will create additional efficiencies by allowing staff from other departments to return to their primary duties.
Staff then benchmarked our proposed reorganization of Information Systems against the similar City of Manhattan Beach to validate our results. Below is a comparison organizational chart.

**Recommended El Segundo IS Staffing:**

![Organizational Chart for El Segundo IS Staffing]

**City of Manhattan Beach:**

![Organizational Chart for City of Manhattan Beach]

Although it is proposed to reorganize the Information Systems Staff to have individual primary duties, our goal will be to cross-train each employee to support all functions of Information Systems. The costs associated with adjusting and increasing staffing to meet current demand is estimated to be approximately $183,750 annually.
To assist in offsetting this proposed expense to the General Fund, it is recommended that Enterprise Funds (RSI, Sewer and Water) be charged. GIS services including updates to water and sewer lines, replacement or addition of lines, and management of the associated enterprise database have been provided for years, yet never allocated as expenses. These charges would reimburse the General Fund for technical services which include staff time, GIS software and GIS Equipment.

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<th>GIS EQUIPMENT</th>
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<tbody>
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<td>$7,230</td>
<td>$5,180</td>
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Recommendation

Staff recommends that Council authorize the City Manager to reclassify a vacant Network Assistant position into an Information Systems Specialist and authorize the City Manager to reclassify two part-time Information Systems Specialist positions into a full-time Information Systems Specialist position.

Additionally, Staff recommends that Council authorize the City Manager to create a new Information Systems Developer position, and return with specifications for approval after the first quarter financial results are in for City Council approval and authorization to fund. These changes would result in an annual increase to the General Fund of $112,607 and an increase to the enterprise funds (RSI, Sewer & Water) of $71,143.00.
AGENDA DESCRIPTION:
Consideration and possible action regarding acceptance of the terms and conditions from a grant award by Chevron U.S.A., Inc in the amount of $175,000 to assist in Economic and Business Development within the City of El Segundo over the next two fiscal years. (Fiscal Impact: $175,000 Revenue for the Chevron USA, Inc. Grant Account for FY 2014-2015 and 2015-16)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute the Grant Agreement with Chevron U.S.A., Inc.;
2. Appropriate grant funding for FY 2014-15 and 2015-16 in the Economic Development Grant Fund Account; and/or,
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Grant Agreement Between Chevron U.S.A. Inc and City of El Segundo, Effective Date November 1, 2014

FISCAL IMPACT: $175,000 Revenue for the Chevron USA, Inc. Grant Fund

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): 125-300-2401-3619

ORIGINATED BY: Sam Lee, Director of Planning and Building Safety
REVIEWED BY: Deborah Cullen, Director of Finance
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Earlier this year, staff applied for a grant with the Chevron Corporate Social Investment Program which makes available financial resources for community investment within the communities they maintain operations in the form of competitive grants. This is the second year in a role in which El Segundo has been awarded. Back in January of this year, council accepted the 2013 grant for $200,000. This grant is for the 2014 application and is for $175,000.

Staff authored an application and timely submitted all required documentation. All grant applications were collected and reviewed by Chevron’s main corporate headquarters. Successful grant applications were packaged into grant agreements and returned to local offices to so successful applicants could be notified by December. The City of El Segundo applied for and was successfully granted a multiyear grant in the amount of $175,000 for Economic and Business Development activities within El Segundo. Specifically, the grant funding would provide financial resources for staff to carry out a number of activities previously identified as...
Budgetary Goals along with tasks outlined in the 2014 Economic Development Strategy. These goals and tasks include a strong emphasis in business expansion, retention and attraction through various methods of marketing and outreach. Notably, site selection assistance, acting as an ombudsman (championing a specific project through the entitlement/permitting process), citywide and project specific marketing. Additionally, grant funding will support update and maintenance to the www.elsegundobusiness.com website along with the roll out of an enhanced marketing strategy to tell El Segundo’s story to businesses and developers throughout South bay, Westside and beyond.

The Chevron USA, Inc. Grant expenditure account codes and estimated total expenditures over FY 2014-15 and 2015-16 include:
Advertising: 125-400-3619-6201 - $50,000
Contractual Services: 125-400-3619-6206 - $125,000

Upon execution by both parties of the Chevron USA, Inc. Grant Agreement, a one-time $175,000 payment will be made to the City of El Segundo tendered either by check or wire transfer within 30 days.
CHARITABLE GRANT AGREEMENT

BETWEEN

CHEVRON U.S.A. INC.

AND

CITY OF EL SEGUNDO

Effective Date
November 1, 2014
# CHARITABLE GRANT AGREEMENT

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<td>7. TAXES</td>
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<td>8. INTELLECTUAL PROPERTY AND TRADEMARK</td>
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<tr>
<td>EXHIBIT A – PROGRAM DESCRIPTION</td>
<td>12</td>
</tr>
</tbody>
</table>
CHARITABLE GRANT AGREEMENT

This CHARITABLE GRANT AGREEMENT (the "Agreement"), dated as of November 1, 2014 (the "Effective Date"), by and between Chevron U.S.A. Inc., a Pennsylvania corporation with its principal offices at 6001 Bollinger Canyon Road, San Ramon, CA 94583 ("Chevron") and the City of El Segundo, a California municipal corporation, with offices at 350 Main Street, El Segundo, CA 90245 ("Recipient").

RECITALS

A. Recipient is a non-profit, public charity incorporated under the laws of California.

B. Chevron has decided to support Recipient’s Program.

AGREEMENT

In consideration of the mutual covenants and undertakings of the Parties set out under this Agreement the Parties agree as follows:

1. DEFINITIONS AND EXHIBITS

1.1 Definitions. As used in this Agreement, these words or expressions have the following meanings:

"Agreement" has the meaning given in the introductory paragraph.

"Affiliate" means any legal entity which controls, is controlled by or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly at least fifty percent of the shares or interests entitled to vote.

"Chevron" has the meaning given in the introductory paragraph.

"Chevron Group" means Chevron, Chevron's Affiliates and the directors, officers and employees of all of them.

"Chevron Licensed Marks" has the meaning given in Section 8.

"Confidential Information" has the meaning given in Section 12.7.

"Effective Date" means the date defined as "Effective Date" in the introductory paragraph.

"Government Official" means any officer or employee of any government (including federal, state, local and national governments), Public International Organization, or political party (including any department, agency, company or other instrumentality of any government or, Public International Organization) or any candidate for political office.

"Grant Funds" has the meaning given in Section 2.1.
“Marks” has the meaning given in Section 8.

“Party” means Chevron or Recipient and “Parties” mean both of them.

“Personal Data” means any information that can be used directly or indirectly, alone or in combination with other information, to identify an individual.

“Program” means Recipient’s Economic and Business Development Program as further described in Exhibit A – Program Description.

“Program Reports” has the meaning given in Section 6.1.

“Public International Organization” means an international organization formed by states, governments, or other public international organizations, whatever the form of organization and scope of competence.

“Recipient” has the meaning given in the introductory paragraph.

“Recipient Group” means Recipient, Recipient’s shareholders, Recipient’s Affiliates, subcontractors, and directors, officers, employees and other personnel of all of them, and any person acting on behalf of any of them in connection with this Agreement.

“Recipient Licensed Marks” has the meaning giving in Section 8

“Term” has the meaning given in Section 4.1.

1.2 Exhibits.

(A) The Exhibit A – Program Description that is attached to the body of this Agreement is an integral part of this Agreement and is incorporated by reference into this Agreement.

(B) If a conflict exists between the body of this Agreement and the Exhibit A – Program Description, the body prevails to the extent of the conflict.

2. THE GRANT AND USE OF GRANT FUNDS

2.1 Grant Funds. Chevron will provide a grant to Recipient of one hundred seventy five thousand dollars ($175,000.00)(US) subject to this Agreement (the “Grant Funds”) for the Program.

2.2 Additional Funds, Goods or Services. Any additional funds or goods or services by Chevron must be approved by Chevron in advance and in writing.

2.3 Use of Grant Funds. Recipient agrees to use the Grant Funds exclusively for the Program in accordance with this Agreement and any applicable law.

City of El Segundo Grant Agreement 2015
3. **FINANCIAL MATTERS**

3.1 **Payment.** Chevron will pay the Grant Funds to Recipient by any of the means indicated in Section 3.2 within thirty days of the execution of this Agreement.

3.2 **Payment Information.** Chevron will make the Grant Funds payment to Recipient by check or wire transfer.

3.3 **Award.** In acknowledgement of Chevron’s donation of the Grant Funds Chevron will be provided with the recognition as further described in Exhibit A – Program Description.

4. **EFFECTIVENESS AND TERMINATION**

4.1 **Term.** Unless terminated as provided in Section 4.2, this Agreement is effective from the Effective Date until the completion of the Program or expenditure of all Grant Funds, whichever first occurs, unless terminated earlier as provided in this Agreement ("Term").

4.2 **Early Termination.** Chevron may terminate this Agreement and discontinue funding under this Agreement with immediate effect in the following events:

   (A) At any time, by giving notice to the Recipient if the Recipient does not comply with all the terms and conditions under this Agreement.

   (B) In accordance with Section 5.4.

   (C) In accordance with Section 7.5.

5. **ADDITIONAL OBLIGATIONS**

5.1 **Warranty.** Recipient represents and warrants for itself and on behalf of Recipient Group that no event has occurred prior to the Effective Date which, had it occurred after the Effective Date, would constitute a violation of Section 5.2 or Section 5.3.

5.2 **Conflicts of Interest.** No member of Recipient Group may engage in any of the following activities:

   (A) Give to or receive from any director, employee or agent of Chevron or its Affiliate in connection with this Agreement, any gift, entertainment or other benefit of significant cost or value, or any commission, fee or rebate.

   (B) Enter into any business arrangement with any director, employee or agent of Chevron or its Affiliate (other than as a representative of Chevron or its Affiliate) without Chevron’s prior written consent.

5.3 **Improper Influence.** No member of Recipient Group may offer or make any payment, or offer or give anything of value to any Government Official, any immediate family member of a Government Official or any political party to influence any act or decision by any Government Official, government, government instrumentality, party, or public...
organization, or to gain any other advantage for Chevron Group, Recipient Group or any of them arising out of this Agreement. In addition, no member of Recipient Group may offer or make any payment or offer or give anything of value to any person if the member knows or has reason to believe that any portion of the payment or thing of value will be given directly, indirectly or through a third party to any Government Official, any immediate family member of any Government Official or any political party.

5.4 Reporting Violations, Reimbursement and Termination. Recipient shall immediately notify Chevron of any violation of Section 5.2 or Section 5.3, or breach of the warranty set out in Section 5.1. In addition to any other remedies to which Chevron may be legally entitled and notwithstanding termination of this Agreement, Recipient shall reimburse or issue a credit to Chevron equal to any benefit that was realized or paid in violation of these Sections. Chevron has the right to terminate this Agreement at any time pursuant to Section 4.2 for any violation of Section 5.2 or Section 5.3, or breach of warranty set out in Section 5.1.

5.5 Records Retention and Right to Audit. Recipient shall maintain and retain, and ensure that other members of Recipient Group maintain and retain, true and correct records in connection with all matters related to this Agreement until at least twenty-four months from the end of the calendar year in which this Agreement is terminated. Chevron (or its representative) may inspect all records at any time within the stated retention period to determine Recipient’s compliance with the terms of this Agreement. For the records pertaining to taxes or Recipient’s tax-exempt status, Recipient and Recipient Group shall maintain and Chevron may inspect such records for so long as the longest applicable statute of limitations remains open.

5.6 Data Privacy. Recipient will process all Personal Data it processes on behalf of Chevron in accordance with all applicable laws and Chevron’s reasonable requests with respect to protecting Personal Data, including but not limited to: restricting employee and agent/subcontractor access to Personal Data, following Chevron’s instructions in connection with processing Personal Data, not disclosing Personal Data to any third party without Chevron’s written permission, applying appropriate security measures to protect Personal Data, and deleting any Personal Data in its possession or control at the expiry or termination of this Agreement unless otherwise agreed between the Parties. In the event of any unauthorized, unlawful, and/or unintended processing, access, disclosure, exposure, alteration, loss, or destruction of Personal Data, Recipient will immediately notify Chevron and cooperate with Chevron’s reasonable requests to investigate and remediate such incident and provide appropriate response and redress. “Personal Data” means any information that can be used directly or indirectly, alone or in combination with other information, to identify an individual.

5.7 Testimonials and Stories. If any testimonials or stories related to the Program are provided to Chevron, the Recipient is responsible for complying with applicable law and its own policies with respect to giving notice and obtaining consent from individuals who provide testimonials or stories before providing them to Chevron. The notice to the individuals must include that the testimonials provided will be transferred to other countries, including the United States, and may be used by Chevron or any of its Affiliates for commercial or any other purposes without any royalty or other
compensation of any kind to the Recipient or the individuals who provided the testimonials or stories.

6. RECIPIENT PROGRAM UPDATE REPORTS AND OVERSIGHT SITE VISITS

6.1 Program Reports. Recipient shall provide Chevron with detailed written report regarding the status of the Program (the “Program Reports”) in December, 2015.

6.2 Oversight Visits. Recipient shall make commercially reasonable efforts to accommodate any person identified by Chevron to conduct a site visit of the Program.

7. TAXES

7.1 Recipient represents that it is a political subdivision of the State of California and is a tax-exempt entity. Recipient represents that any contribution to the City of El Segundo will be considered a charitable contribution, as defined by IRS code section 170(c)(1).

7.2 Recipient agrees not to expend any Grant Funds in such a way as to constitute an attempt to influence legislation under section 501(h) or a taxable expenditure described in IRC section 4945, that is any of the following:

(A) To carry on propaganda or otherwise attempt to influence legislation.

(B) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive.

(C) For any grant to an individual which does not comply with the requirements of IRC section 4945(d)(3) or (4).

(D) For any purpose other than one specified in IRC section 170(c)(2)(B), i.e., a religious, charitable, scientific, literary or educational purpose.

7.3 Recipient is in full compliance with Executive Order 13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56; also known as the USA Patriot Act). Recipient shall not disburse Grant Funds to any person or organization who, at the time of signing this Agreement or at the time of payment of any grant, is listed on any of the following: the United States Treasury – Office of Foreign Assets Control List (also known as Specially Designated Nationals List or SDN List); the Secretary of State Terrorist Exclusion List; the United Nations Security Council Committee’s “1267 List”; and the European Union List published by the Council of the European Union (collectively, the “Terrorist Watch Lists”). Recipient shall also not disburse Grant Funds to any organization with officers or key employees on one of the Terrorist Watch Lists. Recipient shall assist Chevron in obtaining such documents as, in the good faith judgment of Chevron, are necessary or appropriate to assure Chevron that the contribution is not directly or indirectly supporting terrorist groups or individuals.

7.4 Recipient shall provide Chevron with immediate written notification of all the following:

City of El Segundo Grant Agreement 2015
(A) Any changes in its tax-exempt status described in Section 7.1 above (whether or not appealed).

(B) Inability to expend the Grant Funds for the Program.

(C) Any payment (inadvertent or otherwise) to an organization or individual listed on a Terrorist Watch List.

(D) Any payment (inadvertent or otherwise) to an organization with an officer or key employee listed on a Terrorist Watch List.

(E) Any expenditure from the Grant Funds made for any purpose other than the Program.

7.5 Chevron may, after notice to Recipient of its intent to do so, cancel its participation in the Program for which the Grant Funds are granted, in the event Chevron, in its sole judgment, finds any of the following:

(A) Recipient has failed to make substantial progress in the completion of the Program.

(B) Recipient has failed to comply with the terms of this Agreement.

(C) Any such cancellation is necessary to comply with the requirements of law.

(D) Recipient’s tax-exempt status described in Section 7.1 is changed in any way.

7.6 Recipient makes no representation or warranty with respect to the tax treatment of any payment by Chevron to Recipient whether under this Agreement or otherwise.

7.7 Upon receipt of the Grant Funds, Recipient shall provide Chevron with written confirmation of: the total amount of the gift, the total value, if any, of services or property that Chevron or any related company received or will receive from Recipient.

7.8 Recipient is responsible for all liabilities or claims for taxes (including income, capital, sales or use, value added, goods and services, excise, property, personnel, among other taxes) that any taxing authority claiming jurisdiction over this Agreement may assess or levy against Recipient relating to this grant or this Agreement. Recipient shall comply with all applicable tax requirements, file all registrations and reports, and take all actions necessary to make its tax payments. Chevron is responsible for all liabilities of claims for taxes that any taxing authority claiming jurisdiction over this Agreement may assess or levy against Chevron. Chevron will, as appropriate, report, withhold and pay to the taxing authorities, any taxes levied or assessed on account of this grant or this Agreement. Chevron will provide Recipient with tax receipts (or other proof of payment if receipts are not available) for any withheld taxes, but will not reimburse Recipient for these withheld taxes.
8. INTELLECTUAL PROPERTY AND TRADEMARK

8.1 Chevron Trademarks. Chevron hereby grants to the Recipient a limited non-exclusive license to use the Chevron trademarks and the corresponding logos as instructed in writing by Chevron (the "Chevron Licensed Marks") during the Term in connection with the Program, subject to the following conditions:

(A) Recipient recognizes the exclusive rights of Chevron and Affiliates of Chevron in the Chevron Licensed Marks and shall not contest, directly or indirectly, or in any way impair such exclusive ownership of the Chevron Licensed Marks or aid or encourage others to do so, both during the Term and afterwards.

(B) Recipient further recognizes that all use of the Chevron Licensed Marks by Recipient must at all times inure to the benefit of Chevron and/or its Affiliates, and that Recipient acquires no right, title or interest in or to the Chevron Licensed Marks except as expressly and temporarily provided in this Section 8.1.

(C) Recipient shall obtain Chevron’s prior written approval before using the Chevron Licensed Marks. Recipient's uses of the Chevron Licensed Marks must conform to Chevron's style and usage guides. Chevron may reasonably withhold approval or require cessation as to any uses by Recipient that do not conform to such guidelines; Chevron will provide a copy of such guidelines to Recipient and will provide additional information to Recipient regarding the implementation of said guidelines.

(D) Recipient shall make no use of the Chevron Licensed Marks except as specifically approved in writing by Chevron. Recipient shall immediately withdraw any uses that Chevron deems improper. In the event Recipient seeks the consent or approval of Chevron for promotional materials, Chevron shall use reasonable efforts to respond promptly. Recipient shall not sublicense or otherwise transfer the use of the Chevron Licensed Marks to any person or entity.

(E) Upon termination of this Agreement, Recipient shall promptly deliver to Chevron or destroy all material bearing the Chevron Licensed Marks. Notwithstanding the foregoing, Recipient is not required to deliver or destroy any materials bearing Chevron Licensed Marks in any of the following events:

(1) Chevron is listed as a sponsor along with other sponsors provided that the materials are not displayed, shown or in any other way used in a public venue or distributed to anyone other than an employee or volunteer of Recipient.

(2) Chevron agrees in writing to allow Recipient to retain such materials for use in subsequent years.

8.2 Recipient Trademarks. Recipient hereby grants to Chevron and its Affiliates a limited non-exclusive license to use the Recipient trademarks and the corresponding logos as instructed in writing by Recipient (the "Recipient Licensed Marks") during the Term in connection with the Program, subject to the following conditions:
(A) Chevron recognizes the exclusive rights of Recipient and/or and the subsidiaries and Affiliates of Recipient in the Recipient Licensed Marks and shall not contest, directly or indirectly, or in any way impair such exclusive ownership of the Recipient Licensed Marks.

(B) Chevron further recognizes that all use of the Recipient Licensed Marks by Chevron will at all times inure to the benefit of Recipient and/or its Recipient Affiliates, and that Chevron and its Affiliates acquire no right, title or interest in or to the Recipient Licensed Marks except as expressly and temporarily provided in Section 8.2 and Section 8.3.

(C) Chevron shall immediately withdraw any uses that Recipient demonstrates to Chevron to be improper. In the event Chevron seeks the consent or approval of Recipient for promotional materials, Recipient shall use reasonable efforts to respond promptly. Other than to a Chevron Affiliate, Chevron shall not sublicense or otherwise transfer the use of the Recipient Licensed Marks to any person or entity.

(D) Except as provided in Section 8.3, upon termination of this Agreement, Chevron shall cease use of the Recipient Licensed Marks.

8.3 **Chevron's Right.** Chevron and its Affiliates are permitted and retain a right after the Term to refer to Recipient and/or use Recipient trademarks and corresponding logos to identify Recipient as the beneficiary and recipient of the Grant Funds.

9. **INDEMNIFICATION**

9.1 **Recipient agrees to indemnify, defend and hold harmless Chevron Group, its successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or related to Recipient's performance of and obligations and representations under this Agreement.**

10. **INSURANCE**

10.1 Without in any way limiting Recipient’s indemnification obligations under this Agreement Recipient shall maintain, at all times during the Term, the insurance required by applicable law.

11. **GOVERNING LAW AND RESOLUTION OF DISPUTES**

11.1 **Governing Law.** This Agreement and the subjects contain in it are governed by and interpreted under the laws of the State of California, without regard to its choice of law rules.

11.2 **Resolution of Disputes.** If any dispute arises out of or in relation to this Agreement and if the dispute cannot be resolved by direct negotiations, either Party may initiate mediation by giving notice to the other. If the Parties fail to resolve the dispute within sixty days from notice of mediation, either Party may initiate binding arbitration in accordance with this Section 11.2. The place of arbitration must be El Segundo,

City of El Segundo Grant Agreement 2015
California. One arbitrator (or three arbitrators if the monetary value of the Dispute is more than US$5,000,000 or its currency equivalent) must conduct the arbitral proceedings, in English, in accordance with United Nations Commission on International Trade Law ("UNCITRAL") Arbitration Rules. The American Arbitration Association is the appointing authority (in the case of disputes involving all U.S. parties). The International Centre for Dispute Resolution is the appointing authority (in the case of disputes involving a non-U.S. party). The arbitration award is final and binding and must be issued within three months from completion of the hearing, or as soon as possible thereafter. The arbitrator(s) is not empowered to award punitive damages. Regardless of which Party prevails, all arbitration fees and costs must be paid equally and each Party shall bear its own attorneys' fees and costs in connection with such arbitration. This Section 11.2 must not be interpreted to prevent a Party from seeking injunctive relief and/or from seeking to enforce any award rendered by the arbitrator(s) in such arbitration from the United States District Court Northern District of California or the Superior Court for the county of Contra Costa, California. This arbitration provision is enforceable under the Federal Arbitration Act, 9 U.S.C. §1, et seq. Any disputes relating to or in connection with the enforceability of this arbitration provision must be brought only in the United States District Court Northern District of California or the Superior Court for the county of Contra Costa, California, and each Party consents to the exclusive jurisdiction of the United States District Court Northern District of California or the Superior Court for the county of Contra Costa, California for that purpose. If for any reason such a proceeding cannot be brought in federal court, the proceeding may be brought in California State court.

12. GENERAL PROVISIONS

12.1 Proper Authority. Each of the Parties and their officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.

12.2 Prior Agreements. This Agreement comprises the complete and exclusive agreement between the Parties regarding the subject matter of this Agreement and, except as provided in this Section 12.2, supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.

12.3 Amendment. No amendment to this Agreement is effective unless made in writing and signed by duly authorized representatives of all the Parties.

12.4 Waiver. Any failure of either Party to pursue remedies for breach of this Agreement does not constitute a waiver by such compliant Party of any breach of this Agreement by the non-compliant Party, or raise any defense against claims against the non-compliant Party, for breach of this Agreement. The waiver or failure to require the performance of any agreement or obligation contained in this Agreement, or failure to pursue remedies for breach of this Agreement, does not waive a later breach of that agreement or obligation.

12.5 Notices. All notices required or permitted under this Agreement must be in writing and delivered by mail (postage prepaid) or by hand delivery to the address of the receiving Party set out in the signature page to this Agreement. Notices sent by email are
ineffective. Notices are effective when received by the recipient during the recipient’s regular business hours. Notices which do not comply with the requirements of this Agreement are ineffective, and do not impart actual or any other kind of notice.

12.6 **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party except that Chevron may assign this Agreement to its Affiliates.

12.7 **Confidentiality.** Recipient shall treat all information arising out of or provided to Recipient under this Agreement (“Chevron Confidential Information”) as valuable, proprietary and confidential and shall not disclose, and shall ensure that all members of Recipient Group do not disclose, any such Chevron Confidential Information to any other person without the prior written consent of Chevron.

12.8 **Relationship of Parties.** Each Party is independent and no partnership, joint venture or agency relationship will be deemed to be formed under this Agreement. Neither Party shall have the right, power or authority to in any way bind the other to any contract or other obligation.

12.9 **Third Party Rights.** No person who is not a Party to this Agreement has any rights under this Agreement or may enforce any provision in this Agreement.

12.10 **Severability.** Each provision of this Agreement is severable and any determination of invalidity does not affect those portions of this Agreement that are valid.

12.11 **Survival.** All provisions in this Agreement containing representations, warranties, releases, defense obligations and indemnities, and all provisions relating to tax, audit, confidentiality, conflict of interest, improper influence, intellectual property and trademarks, insurance, disclaimer of certain remedies, limitations of liability, ownership or use or return of Confidential Information, retention and inspection of records, dispute resolution and governing law, and all causes of action which arose prior to completion or termination, survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations.

12.12 **Public Announcements.** Recipient shall not issue any public announcement or statement concerning this Agreement without obtaining Chevron's prior written consent. Chevron may disclose that it has donated the Grant Funds to Recipient for the Program without any consent from Recipient.

12.13 **Counterparts.** This Agreement may be executed in multiple counterparts, all of which together will be considered one and the same agreement.

13. **OTHER REGULATIONS**

13.1 The Parties to this Agreement acknowledge that one or both of the Parties is organized in the United States and subject to the laws of the United States, including economic sanctions and trade restrictions imposed by the United States government. Therefore, Recipient represents and warrants to Chevron that no member of Recipient Group is a person or entity who is the subject of, or is owned or controlled by any country,
institution, organization, entity, or person that is the target of, economic sanctions and trade restrictions imposed by the United States government.

The remainder of the page intentionally left blank.

**IMPORTANT NOTICE: THIS AGREEMENT CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS AGREEMENT.**

The Parties have executed this Agreement as evidenced by the following signatures of authorized representatives of the Parties:

<table>
<thead>
<tr>
<th>CHEVRON:</th>
<th>RECIPENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHEVRON U.S.A. INC.</td>
<td>CITY OF EL SEGUNDO</td>
</tr>
</tbody>
</table>

**Signature:**

**Name:** Linda D. Padon  
**Title:** Attorney in Fact

**Signature:**

**Name:** Greg Carpenter  
**Title:** City Manager

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

By: ______________________

**ADDRESS FOR NOTICES:**

Chevron U.S.A. Inc.  
6001 Bollinger Canyon Road  
San Ramon, CA  94583

**Attention:** Linda D. Padon, General Manager,  
Public Policy & Corporate Responsibility

**ADDRESS FOR NOTICES:**

City of El Segundo  
350 Main Street  
El Segundo, CA  90245

**Attention:** Greg Carpenter, City Manager

City of El Segundo Grant Agreement 2015
Social investment partnership application

Please complete and return this application form. You do not need to provide a significant level of detail; as a guide, two to three pages is ideal. When we receive your form, we will evaluate your application and respond to let you know the outcome. We may contact you in the interim for further information if we need it.

Please complete all questions and provide the documentation requested to allow us to fully evaluate your request for funding. Incomplete information may delay our ability to respond to you in a timely way.

Section one: About your organization

<table>
<thead>
<tr>
<th>Name of Organization:</th>
<th>City of El Segundo</th>
<th>Name of Primary Contact:</th>
<th>Greg Carpenter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td>350 Main Street El Segundo, CA 90245</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td>310-524-2301</td>
<td>Website Address:</td>
<td><a href="http://www.elsegundo.org">www.elsegundo.org</a>, <a href="http://www.elsegundobusiness.com">www.elsegundobusiness.com</a></td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:gcarpenter@elsegundo.org">gcarpenter@elsegundo.org</a></td>
<td></td>
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</tr>
<tr>
<td>Name and Type of Opportunity (Program, Project or Event):</td>
<td>City of El Segundo Economic and Business Development Program</td>
<td></td>
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<tr>
<td>Opportunity Description:</td>
<td>A program by the City of El Segundo to retain and expanding the existing business base while also expanding El Segundo’s business diversity to new industry segments (i.e. creative office) while reducing unemployment and blighting conditions within our community.</td>
<td></td>
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<tr>
<td>Organization’s Mission Statement:</td>
<td>The City of El Segundo is committed to the attraction, expansion and retention of our business base through a pro-business climate which includes collaborative problem-solving for business success while balancing the needs of our residents and maintaining a quality of life that is second to none.</td>
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<tr>
<td>Amount of Funding Requested from Chevron:</td>
<td>$175,000</td>
<td></td>
<td></td>
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<tr>
<td>Total Program/Project/Event cost:</td>
<td>$550,000 (City, Chevron) over 2 year period</td>
<td></td>
<td></td>
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<tr>
<td>Other Sources of Funding (known and anticipated):</td>
<td>City General Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Timing and Anticipated Length of Commitment:</td>
<td>2 years with Chevron funding</td>
<td></td>
<td></td>
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<tr>
<td>Have you applied for, or received, funding from Chevron previously? Yes – 2013, award made January 2014 ($200,000)</td>
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Section two: About your request for funding

Issue focus area

Which of the following best describes your project’s focus area? (Check the appropriate box):

- [ ] STEM Education
- [ ] Career/Vocational Training
- [x] Small Business Support

The project idea

What are the project’s objectives? How will these objectives be achieved?

The overarching function of the Economic and Business Development Program are to promote sustainable growth in each of the business sectors of El Segundo including: commercial sector east of Sepulveda Avenue, Smoky Hollow District and the Downtown Corridor. This primary objective is accomplished by a series of objectives that focus on: Business Retention, Business Expansion and
Business Attraction.

Fundamentally, the three primary objects are based upon a series of sub-objectives that include: site selection assistance, acting as an ombudsman (championing a specific project through the entitlement permitting process), citywide project specific marketing (business attraction, existing business promoting marketing, development of a public facility corporate branding program), business outreach to determine if a rapid response and identification of specific resources is required for expansion or retention, and other long term projects that would add value to a specific sector (i.e. the Smoky Hollow review by the Urban Land Institute to determine how to the City can best position itself for market forces penetrating the district). Recently, the City launched a public relations campaign to ‘tell the story’ of El Segundo’s pro-business climate and exceptional quality of life. Currently, El Segundo is challenged by many business decision makers that have no perception or misguided perceptions of El Segundo and where it is located and how it compares to other communities in the Los Angeles area and more specifically West Los Angeles and the South Bay. The EDAC believe this public relations campaign will provide the advantage needed to draw the attention of desirable businesses to replace previously occupied space by defense related contractors and companies. This infusion of businesses would also create further diversification of El Segundo’s business base and be less susceptible to substantial reductions in jobs from any one particular industry. To date, the public relations firm has begun working closely with stakeholders to promote local business success within El Segundo. Additionally, the firm has begun the launch of a large scale business attraction marketing campaign. This campaign includes the redesign and modernization of the City’s existing dedicated business attraction website (www.elsugnodbusiness.com). In addition, a number of marketing collateral materials have been developed for networking and trade events as well as a banner program along Sepulveda Blvd, Rosecrans Ave and Imperial Hwy. the focus of these materials is to capture the attention of individuals driving through El Segundo and attendees at various trade and networking events.

Promotion of sustainable growth in El Segundo is critical in light of the complexion of the community business base. El Segundo has traditionally been dominated by defense industry; the same industry that has and continues to decline due to shrinking Federal budgets. The year-over-year loss of jobs has caused El Segundo and the South Bay a tremendous hardship for municipalities and residents. First, due to the constant reduction in the defense industry, residents of the South Bay and specifically El Segundo has fell victim to lay offs. From a municipal perspective, job losses and an ever shrinking industrial complex has had a direct correlation to revenue losses. These losses have caused further loss of services to residents and reduced city services. Without a concerted effort to address the lost jobs, further deterioration of City services and infrastructure is sure to result.

Community Impact

Who will benefit from the project and how many beneficiaries will you reach? How will your project improve quality of life for underserved communities?

The City of El Segundo and its residents would be the primary beneficiaries by rebuilding a once stoung business base that was powered by the residents of El Segundo and the South Bay. Residents of the South Bay will benefit by increased opportunity at re-employment. By specifically targeting private reinvestment in the form of increasing the business base, El Segundo and the South Bay can lower unemployment and underemployment rates. The underlying effect will stabilize and ultimately increase quality of life and property values; further staving off poverty and increases in
underserved communities within the South Bay.

The impact of this Program will directly impact the over 500 small businesses within El Segundo. The Program will also reduce overall commercial vacancy throughout El Segundo’s commercial corridors; increasing employment opportunities for residents and reducing City revenue shortfalls through increased business license tax revenues.

Chevron involvement

What opportunities, if any, exist for increased Chevron involvement? (E.g. general or skilled volunteerism opportunities, speakers, or other creative ways to engage Chevron’s people and resources.)

The City of El Segundo Economic and Business Development Program would appreciate the opportunity to leverage Chevron presence and prominence in a number of ways. These requests would be made over the two year funding period and may include: usage of corporate facilities for events (i.e. business development seminars, meetings), participation in business development forums by facility staff, video clips, photos and any other non-confidential media for incorporation into marketing materials, co-funding additional parking and/or signage for the Smoky Hollow district directly adjacent (north side) of Chevron’s El Segundo Refinery.

Public awareness

How will Chevron be identified with your organization? Do you plan to involve any other partners or stakeholders in this project? If so, please describe who and in what capacity.

The City of El Segundo Economic and Business Development Program can include Chevron’s logo as a “Corporate Partner” on future marketing brochures, banners and other visual medium including online/virtual presence and social media campaigns. Other opportunities may include placement of logo/branding on public facilities and light standard banners along an through the Downtown Corridor. For specific business development outreach events, Chevron logo/brand would be included as a major sponsor including opportunities to provide for speaking about Chevron, economic development and the community.

The organization

Tell us about your organization. What knowledge, experience or capacity does it have that gives it confidence it can successfully implement the proposed project? The City’s leadership establishes policy and makes decisions that guide the community. The direction and consistency of these policies and decisions sends a message to the business community about the City’s openness to development and business growth. While some communities have a reputation of being divisive and unfocused, El Segundo has a track-record of maintaining and developing business-friendly city policies. The advisory body that makes recommendations to the City Council is the Economic Development Advisory Council which is comprised of 11 members that represent various aspects of the community. These members collectively boast in excess of 300 years of experience in business fundamentals, finance, real estate development, strategic planning, consensus building and leadership. Strategic planning is a primary component of this Body in the field of economic and business development. The day-to-day duties outlined in the Strategic Plan are carried out by a full time, seasoned economic developer. In addition, the economic developer...
monitors and provides the EDAC with routine reports on the progress of identified metrics of the Plan. Finally, a compliment of strategic resources within the community are also available to assist with specific resources on unique projects which may include the South Bay Workforce Investment Board, Small Business Development Center, Los Angeles Economic Development Corporation and a number of others are available for more specific assistance.

Measuring results

What are the intended results of the project and what plans do you have for project monitoring and evaluation?

The long term goals of the project would directly correlate with the organizations mission statement: retain and expand El Segundo's business base through business diversification, utilizing a pro-business climate and partnering with a public relations firm to 'get the word out' on El Segundo.

Program staff will conduct at least 30 visits per year to local businesses. The primary objective of these visits is to identify struggling businesses and provide resources needed to successfully retain (and in some cases expand) the business while remaining a part of the existing business base.

The City has a goal of 'one hundred at one hundred' – to bring 100 new businesses to the City by its centennial in 2017. In this effort, staff will target industry trade shows and networking events with the intent of increasing retail-oriented businesses in the downtown, Sepulveda and Rosecrans corridors. Additionally, staff will utilize resources to help reduce vacancy rates throughout the City by attracting, retaining and expanding creative office uses and manufacturing firms. The reduction of vacancy rates will have an immediate effect of increasing job creation and tax revenue for the City. Also, the business-to-business firms will provide job creation for the community's skilled workforce.

Virtual presence maintenance, updates and greater presence campaign. Under this activity, the existing www.elsegundobusiness.com website will be updated and maintained on a more frequent basis (providing up to date information for those seeking information about El Segundo’s business climate). Further virtual communication will span through a social media campaign (i.e. Twitter, Face Book).

City Marketing/Branding will continue and expand to identified and specific industries on a regional, national and global level. Marketing format may include any/all of the following: ad placements (paper and virtual publications), press releases, attendance at trade shows and networking events, seek targeted awards from notable organizations for high level, low cost exposure (i.e. Most Business Friendly City Award).

Implement findings and recommendations as approved by the El Segundo City Council from the Urban Land Institute’s Technical Assistance Panel results for the Smoky Hollow district.

Please also complete the separate 'target metrics' form and submit along with your application.

Sources of funding

List current sources of unrestricted and restricted funding (e.g., from corporations, foundations, government, individuals, etc.) for the organization and for the project proposed. Is the project sustainable beyond the period of Chevron funding? If so, how will sustainability be achieved?

$90,000 annually for one full time staff person from City of El Segundo

$120,000 annual budget to fund marketing efforts including the retention of a public relations firm that will also modernize the www.elsegundobusiness.com website and undertake a social media
campaign and fund various trade show and networking events for the purposes of business attraction.

Project/Program is considered sustainable after period of Chevron funding. The requested funding from Chevron will cover one-time and start up costs (i.e. website update/development, establishment of a branding campaign, etc.) Chevron’s contribution will provide for higher visibility of marketing and allow limited staffing resources to focus more on maintenance and updates of virtual presence. Additionally, Chevron’s contribution will also be applied to strategic/long range planning that includes specific and attainable goals and measurable outcomes to ensure staff efforts continue to address key goals and concepts.

END OF EXHIBIT A
AGENDA DESCRIPTION:
Consideration and possible action regarding the annual request of Mr. S. Claus for variances from the Municipal Code.

RECOMMENDED COUNCIL ACTION:
Approve request by Mr. S. Claus for a waiver of the permits required for doing business within the City of El Segundo as follows:

1. The use of air rights and waiver of the Santa Monica Radial 160 R procedure;
2. Grant a free business license for a non-profit organization;
3. Waiver of the Noise Ordinance to permit the sound of bells;
4. Waiver of the Trespass Ordinance including dealing with trespassing animals;
5. Waiver of the ordinance on Animal Regulations.

FISCAL IMPACT: None
Additional Appropriation: N/A
Account Number(s):

REVIEWED BY: Mayor Suzanne Fuentes
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Were Mr. S. Claus required to take the time to obtain all of the necessary permits, there would be many unhappy boys and girls in El Segundo. In order to expedite the timely delivery of presents, Council should waive the fees and permits required.