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, AUGUST 4, 2015 – 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) (1): -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. BC523072
3. O'Leary v. City of El Segundo WCB/EAMS Nos. ADJ8702179 and 918053

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d) (2): -1- matter.

Initiation of litigation pursuant to Government Code §54956.9 (d) (4): -4- matters.

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

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

PUBLIC EMPLOYMENT (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
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, AUGUST 4, 2015 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Father Roberts, St. Anthony Catholic Church

PLEDGE OF ALLEGIANCE – Council Member Fellhauer
PRESENTATIONS

a) Commendation to United States Air Force Staff Sergeant Chris Soegono for his selfless efforts and heroic action that saved the life of a victim in immediate need of medical assistance.

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.

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 conduct a Public Hearing regarding operating and capital outlay requests of $100,000 from existing Citizens Option for Public Safety (COPS) Supplemental Law Enforcement Services Fund (SLESF) account by the Chief of Police. The grant requires that expenditures be utilized to supplement “front line law enforcement.” Front line law enforcement includes funding special enforcement details, and purchasing equipment.
(Fiscal Impact: $100,000 from COPS grant fund)
Recommendation – 1) Consideration and possible action to open Public Hearing to consider funding requests from the Chief of Police; 2) Adopt Resolution approving the use of COPS grant funds to purchase equipment related to supplementation of “front line law enforcement”; 3) Alternatively, discuss and take other action related to this item.
2. Consideration and possible action to open a Public Hearing, consider testimony, and adopt a Resolution finding that the City conforms with the annual Congestion Management Program (CMP) and adopting the annual CMP Local Development Report, in accordance with California Government Code § 65089.
(Fiscal Impact: None)
Recommendation – 1) Open Public Hearing; 2) Discussion; 3) Adopt Resolution; and/or 4) Alternatively, discuss and take other possible related action to this item.

C. UNFINISHED BUSINESS

3. [CONTINUED ITEM #C1 FROM JULY 21, 2015 CITY COUNCIL MEETING] Rescission of Brown Act Commitment - In Accordance with Government Code Section 54960.2 (e), consideration and possible action to rescind the commitment made by the City Council on November 5, 2013, not to hold further closed session meetings regarding real property negotiations with regard to ESCenterCal, LLC’s (“CenterCal”) proposal to enter into a Due Diligence and Ground Lease Agreement (“Agreement”) to lease the driving range portion of the Lakes Golf Course from the City for the purpose of developing a Top Golf facility.
(Fiscal Impact: unknown – depends on whether legal proceedings are commenced.)
Recommendation – 1) Consideration and possible action to rescind the commitment made by the City Council on November 5, 2013, to not hold further closed session meetings regarding real property negotiations with regard to CenterCal's proposal to enter into an Agreement to lease the driving range portion of the Lakes Golf Course from the City for the purpose of developing a Top Golf facility; 2) Delay consideration of this item to a future date and give notice of such delay to Ms. Geist in accordance with Government Code Section 54960.2; 3) Alternatively, discuss and take other action related to this item.

4. Consideration and possible action regarding receiving an update with respect to the City's negotiations with CenterCal and Top Golf regarding the draft Due Diligence Lease Agreement that provides for the leasing of the driving range at the Lake's Golf Course to CenterCal and Top Golf for purposes of operating a Top Golf facility and the reconstruction of the golf course.
(Fiscal Impact: None)
Recommendation – 1) Consideration and possible action regarding receiving an update regarding the Agreement negotiations and provide feedback to City Manager and City Attorney as appropriate; 2) Alternatively, discuss and take other action related to this item.
5. Consideration and possible action to: 1) approve installation of a Class II bike lane on Rosecrans Ave. between Sepulveda Blvd. and Highland Ave, 2) enter into a Cooperative Agreement with Manhattan Beach for construction of the new bike path and 3) approve an Easement Agreement with Chevron for use of its property for the bike path. (Fiscal Impact: None.)

Recommendation – 1) Approve the installation of a Class II bike lane on Rosecrans Ave. between Sepulveda Blvd. and Highland Ave; 2) Authorize the City Manager to sign a Cooperative Agreement with the City of Manhattan Beach, in a form approved by the City Attorney, for construction of the new bike path; 3) Authorize the City Manager to sign an Easement Agreement, in a form approved by the City Attorney, with Chevron for use of its property for the bike path; or 4) Alternatively, discuss and take other possible action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

6. Consideration and possible action to announce the appointments to the Planning Commission, Recreation and Parks Commission, Library Board of Trustees. (Fiscal Impact: None)

Recommendation – 1) Announce the appointees to the Planning Commission, Recreation and Parks Commission, Library Board of Trustees, if any; 2) Alternatively, discuss and take other action related to this item.

E. CONSENT AGENDA

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

7. Warrant Numbers 3006896 through 3007104 on Register No. 20 in the total amount of $726,219.12 and Wire Transfers from 7/6/2015 through 7/12/2015 in the total amount of $2,848,535.29.

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.
9. Consideration and possible action to adopt a Resolution approving Plans and Specifications for Life Guard Sewer Force Main, Project No. PW 15-14.
(Fiscal Impact: Unknown)
Recommendation – 1) Adopt the attached Resolution approving Plans and Specifications for the Life Guard Sewer Force Main, Project No. PW 15-14; 2) Alternatively, discuss and take other possible action related to this item.

10. Consideration and possible action to waive the bidding process per El Segundo City Code §1-7-10 and authorize the Fire Department purchase the electronic patient care reporting (ePCR) software from Digital EMS Solutions, Inc.
(Fiscal Impact: $20,650)
Recommendation – 1) Authorize the purchase of digital emergency medical services electronic Patient Care Reporting (ePCR) software from digital EMS Solutions, Inc.; 2) Alternatively, discuss and take other action related to this item.

11. Consideration and possible action to 1) award a standard Public Works Contract to the lowest responsible bidder, CLS Constructors, for the 2014-2015 Curb, Gutter, Sidewalk, and other Concrete Improvements Project, 2) amend the Maintenance Agreement with West Coast Arborist for tree removal and replacement at locations associated with the Project, 3) authorize additional work up to the budgeted amount. Project No. PW 14-16.
(Fiscal Impact: $500,000.00)
Authorize the City Manager to execute a standard Public Works Contract, in a form as approved by the City Attorney, with CLS Constructors in the amount of $216,701.25 for the 2014-15 Curb, Gutter, Sidewalk and other Concrete Improvements Project; 2) Authorize the City Manager to amend the Maintenance Agreement with West Coast Arborist, in a form approved by the City Attorney, for tree removal and replacement services associated with the concrete repairs for an amount not to exceed $55,000.00; 3) Authorize an additional contingency of $28,298.75 for unforeseen conditions; 4) Authorize an additional $200,000.00 for additional Project locations based on the Contractor's unit bid price; 5) Alternatively, discuss and take other action related to this item.
12. 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 possible action related to this item.

13. Consideration and possible action to enter into a Professional Services Agreement with Isaac Sports Group to provide consulting services related to the design, development, and construction of the new Aquatics Center at Wiseburn High School and plan for the future renovation of the Urho Saari Swim Stadium.
(Fiscal Impact: Not to Exceed $50,000 over the course of FY14/15, FY15/16, FY16/17 & FY17/18)

Recommendation - 1) Authorize the City Manager to enter into an agreement for consulting services in a form approved by the City Attorney for Aquatic Facility and Program Consulting Services; and, 2) Alternatively, discuss and take other action related to this item.

14. Consideration and possible action regarding adoption of a Resolution to amend the Park Vista Senior Housing Board Corporation’s bylaws to reduce its authorized number of directors from seven to five.
(Fiscal Impact: None)

Recommendation – 1) Adopt the Resolution amending the bylaws of the Senior Citizen Housing Board Corporation to reduce the authorized number of Directors from seven to five; 2) Alternatively, discuss and take other action related to this item.

15. Consideration and possible action to adopt No. 1510, updating the El Segundo Municipal Code amending Title 13 of the El Segundo Municipal Code by adding Chapter 18 to provide an expedited, streamlined permitting process for small residential rooftop solar systems.
(Fiscal Impact: None)

Recommendation – 1) Waive second reading and adopt Ordinance No. 1510, enacting Municipal Code amendments to provide an expedited, streamlined permitting process for small residential rooftop solar energy systems; 2) Alternatively, discuss and take other possible action related to this item.
F. NEW BUSINESS

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 –

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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 seg.) 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: 4-29-15
TIME: 2:05 PM
NAME: [Signature]
WHEREAS, On July 2, 2015, El Segundo Fire Department Engine-31 and Rescue-31 were dispatched to a rescue call at 770 W. Imperial Avenue for a person having a seizure. The victim suffered a seizure, collapsed, stopped breathing, and had no pulse. When the El Segundo Fire Department personnel arrived on the scene, they found United States Air Force Staff Sergeant Chris Soegono performing first-aid and Cardio Pulmonary Resuscitation (CPR) on the male victim. Fire Department personnel initiated and administered advance life support measures to the victim. During their treatment, Staff Sergeant Chris Soegono continued to provide CPR and assisted Fire Department personnel with moving the victim to the rescue unit; and

WHEREAS, While the victim was being transferred to the rescue unit, he began to breathe on his own and his heart started to beat on its own. Supportive measures were continued during the transport to the hospital. The victim was transferred to the Emergency Room staff still breathing on his own and with a heartbeat; and

WHEREAS, It is clearly evident that without the quick intervention and administration of CPR by Staff Sergeant Chris Soegono, the victim would have had virtually no chance of survival. It was very apparent that Staff Sergeant Chris Soegono’s training from the United States Air Force in First-Aid and CPR made a significant impact on the victim’s survivability profile. Staff Sergeant Chris Soegono’s calm demeanor and professionalism during this very high stressed emergency situation, allowed the Fire Department personnel to perform their advance life support treatment and skills effectively and seamlessly; and

WHEREAS, The quick actions taken by Staff Sergeant Chris Soegono resulted in saving the life of a neighbor that collapsed and stopped breathing.

NOW, THEREFORE, on this 4th day of August, 2015, the Mayor and Members of the City Council of the City of El Segundo, California hereby commend Staff Sergeant Chris Soegono for his selfless efforts and heroic action that saved the life of a victim in immediate need of medical assistance.

Mayor Suzanne Fuentes
Mayor Pro Tem Carl Jacobson
Council Member Dave Atkinson
Council Member Marie Fellhauer
Council Member Michael Dugan
AGENDA DESCRIPTION:

Consideration and possible action to conduct a Public Hearing regarding operating and capital outlay requests of $100,000 from the existing Citizens Option for Public Safety (COPS) Supplemental Law Enforcement Services Fund (SLESF) account by the Chief of Police. The grant requires that expenditures be utilized to supplement “front line law enforcement.” Front line law enforcement includes funding special enforcement details, and purchasing equipment. (Fiscal Impact: $100,000 from COPS grant fund)

RECOMMENDED COUNCIL ACTION:

1. Open Public Hearing to consider funding requests from the Chief of Police;
2. Adopt Resolution approving the use of COPS grant funds to purchase equipment related to supplementation of "front line law enforcement."
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution

FISCAL IMPACT: Included in Adopted Budget

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<td>Account Number(s):</td>
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ORIGINATED BY: Brian Evanski, Captain

REVIEWED BY: Mitch Tavera, Chief of Police

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

In 1996, the Legislature adopted Government Code §§ 30061 to 30064 to provide a block grant for law enforcement purposes. This legislation, known as the Citizens Option for Public Safety (COPS), requires a public hearing to consider the expenditure of funds.

In March 2015, the City was awarded $100,000 in COPS grant funds. All funds received under this grant must be utilized to supplement law enforcement activities and cannot be used to supplant existing funding. In the past, the funds have been used to purchase equipment directly used in “front line law enforcement” including replacement handguns, less-than-lethal shotguns, electronic control devices, DUI enforcement, and mobile data computers.
It is anticipated that these monies will be utilized during the upcoming fiscal year to purchase similar equipment and fund specialized enforcement plans. Proposed purchases of equipment or use of these funds must be approved by Council. Staff recommends the following items for approval by Council as possible utilizations to be made with the COPS grant funds. Any single equipment purchase that exceeds $25,000 will be submitted to Council for consideration and approval.

1. Overtime funding for special enforcement details.
2. Fund city-wide police camera system.
3. Fund mobile medical services, pre-book exams and blood draws.
4. Purchase remote robot for building and area searches.
5. Tactical transportation vehicle.
RESOLUTION NO. ___

A RESOLUTION PROVIDING FOR THE IMPLEMENTATION OF THE CITIZENS OPTION FOR PUBLIC SAFETY (COPS) PROGRAM.

BE IT RESOLVED by the Council of the city of El Segundo as follows:

SECTION 1: The City Council finds as follows:

A. Senate Bill 823 (SB 823) (Poochigian – Local law enforcement funding) was chaptered into law on April 6, 2002 for supplemental local law enforcement funding pursuant to the bill;

B. SB 823 provides $100,000,000 statewide for the Citizens for Public Safety (COPS) Program;

C. The County of Los Angeles has established a Supplemental Law Enforcement Service Fund (SLESF) in accordance with Section 30061 of the Government Code to receive SB 823 funds which have been allocated for use in Los Angeles County;

D. The City of El Segundo participates in the COPS Program and receives its share of any funds available for the purpose of ensuring public safety; and

E. The City has established its own Supplemental Law Enforcement Service Fund (SLESF) in accordance with Section 30061 of the Government Code;

F. The City Council has conducted a public hearing to consider funding requests from the Chief of Police and shall determine the submitted requests as required by SB 823.

SECTION 2: The City Council directs that the City maintain its own Supplemental Law Enforcement Service Fund (SLESF) as required pursuant to Government Code §§ 30061 and 30063.

SECTION 3: The City Council requests that the City’s share of the funding be allocated to SLESF for purposes of front-line law enforcement.

SECTION 4: 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 the adoption of the Resolution in the City Council’s records and the minutes of this meeting.
SECTION 5: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ___ day of ____________, 2015.

Suzanne Fuentes,
Mayor

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, hereby certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. ________ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the 6th day of August, 2013, and the same was so passed and adopted by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Tracy Weaver,
City Clerk

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

By: _________________________
     Karl H. Berger
     Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action to open a Public Hearing, consider testimony, and adopt a Resolution finding that the City conforms with the annual Congestion Management Program (CMP) and adopting the annual CMP Local Development Report, in accordance with California Government Code § 65089. (Fiscal Impact: None).

RECOMMENDED COUNCIL ACTION:
1. Open Public Hearing;
2. Discussion;
3. Adopt Resolution; and/or
4. Alternatively, discuss and take other possible related action to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Draft Resolution
2. 2015 Local Development Report

FISCAL IMPACT: None

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</tbody>
</table>

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

BACKGROUND AND DISCUSSION:

I. Background

The Congestion Management Program (CMP) became effective with voter approval of Proposition 111 in June 1990. The CMP is a tool to facilitate coordination between transportation and land use decisions. It requires agencies to weigh the impacts of traffic generated by developments and requires the mitigation of additional congestion. In accordance with State law the Los Angeles County Metropolitan Transportation Authority (MTA) Board has adopted the CMP for Los Angeles County. Cities within the County are required to comply with the adopted CMP or risk the loss of Gas tax revenues received pursuant to Proposition 111. The City received $525,110.11 of tax revenue for this reporting period.
The MTA requires that by September 1st of each year, local agencies submit a self-certification Resolution and a Local Development Report pursuant to a noticed public hearing as required by State law.

The self-certification Resolution consists of the following:

1. A finding that the City is in conformance with the CMP.
2. Certification that the City will continue to implement the Transportation Demand Management Ordinance. (ESMC Chapter 15-16).
3. Certification that the City will continue to implement a Land Use Analysis Program. (City Council Resolution No. 3805).

In previous years, the CMP required the City to calculate the total debits and credits accruing from building and demolition permits and transportation improvement strategies and to maintain a positive credit balance. The City’s credit balance as of May 31, 2003 was 6,642. On February 18, 2004, MTA suspended the requirement that cities maintain a positive credit balance and suspended the requirement to calculate credits and debits resulting from construction activity and transportation improvements strategies to explore the feasibility of implementing a “Congestion Mitigation Fee” to meet local requirements of the CMP Deficiency Plan. The City’s current credit balance remains frozen until the MTA adopts the fee.

On October 28, 2010 the MTA Board adopted the 2010 CMP for Los Angeles County. The 2010 CMP summarizes the results of 18 years of CMP highway and transit monitoring and 15 years of monitoring local growth. CMP implementation guidelines for local jurisdictions are also contained in the 2010 CMP.

In 2013, MTA staff and their consultants completed a sub-regional pilot nexus study report to examine the feasibility of implementing a “Congestion Mitigation Fee” for the MTA Board. In June 2013, the MTA Board directed the CEO to work with the Sacramento legislative delegation to conduct a hearing as to whether the CMP is still an appropriate and useful program. The MTA Board directed the CEO to report back any State findings and legislative changes to CMP statute, in consultation with the business and development community, local jurisdictions, the Southern California Association of Governments (SCAG), and others. A local CMP Stakeholder Workshop was held on March 4, 2014. Ninety-five stakeholders attended, including representatives of the business and development community, jurisdictions, Councils of Governments, active transportation representatives, SCAG, and others. A number of stakeholders proposed that MTA should be using new metrics such as those proposed by SB 743 to measure the performance of transportation investment. The MTA staff will conduct a thorough evaluation of options, with a special focus on the emerging multi-modal performance measures proposed under SB 743 that were released by the Governor’s Office of Planning and Research (OPR) in the summer of 2014. At this time, the MTA Board has not taken further action on this issue.

The Congestion Mitigation Fee would be a one time fee applied to all types of new development.
If adopted by the MTA, locally adopted Congestion Mitigation Fee Programs that meet the CMP compliance requirements would replace the currently suspended Debit-Credit Methodology of the CMP Deficiency Plan. Cities that complied would retain their annual Section 2105 gas tax revenue and would ensure their future eligibility with MTA. El Segundo has a locally adopted traffic mitigation fee that is a one time fee applied to new development. Planning and Public Works staff have been coordinating with MTA staff to ensure the eligibility and CMP compliance of its existing traffic mitigation fees. The proposed program would: 1) require approval by MTA and local jurisdictions; 2) provide cities credit for existing fee programs; and 3) delegate local control to each jurisdiction to collect fees and control the revenue to implement projects while maintaining annual reporting to MTA.

In odd-numbered years the City is required to submit traffic count data to MTA for one selected arterial intersection (Sepulveda Boulevard/El Segundo Boulevard). In even-numbered years the City is not required to submit traffic counts. This year the City is required to submit the traffic count data, which has been collected and submitted to MTA. The City is required to report the number of new dwelling units permitted and the floor area of new non-residential buildings and demolitions. The attached Local Development Report summarizes the development activity for the June 1, 2014 to May 31, 2015 reporting year.

The development activity for this reporting year added 16,790 total square feet of non-residential building area to the City (after the demolition of 12,030 square feet of non-residential building area). The two major commercial developments for this year’s reporting period were a 6,640 square-foot addition for Aloft Hotel and a 9,635 square-foot office addition for Dynasty Footwear.

The residential projects for this year included 4 new single-family residential dwelling units.
RESOLUTION NO. ______

A RESOLUTION FINDING THE CITY OF EL SEGUNDO, CALIFORNIA TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE § 65089.

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

SECTION 1: The City Council finds that:

A. The Los Angeles County Metropolitan Transportation Authority ("LACMTA"), acting as the Congestion Management Agency for Los Angeles County, adopted the 2010 Congestion Management Program ("CMP") on October 28, 2010;

B. As adopted, the CMP statute requires that LACMTA annually determine that Los Angeles County and cities within the County conform with all CMP requirements;

C. The CMP requires municipalities within Los Angeles County to submit Local Development Reports to the LACMTA by September 1 of each year;

D. The City Council held a noticed public hearing on August 4, 2015 during which it considered the evidence presented by staff and the public regarding how the City has implemented measures designed to mitigate the impacts of traffic congestion resulting from new development;

E. Based upon the August 4, 2015 public hearing, the City Council determined that:

1. The City has taken all of the following actions in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010;

2. By June 15 of odd-numbered years the City conducts annual traffic counts and calculated levels of service for selected arterial intersections, consistent with the requirements identified in the CMP Highway and Roadway System Chapter;

3. The City adopted and continues to implement a transportation demand management ordinance consistent with the minimum requirements identified in the CMP Transportation Demand Management Chapter;

4. The City adopted and continues to implement a land use analysis program consistent with the minimum requirements identified in the CMP Land Use Analysis Program chapter; and
5. The City adopted a Local Development Report, which is attached as Exhibit "A," and incorporated by reference, consistent with the requirements identified in the 2010 CMP. This report balances traffic congestion impacts due to growth within the City with transportation improvements, and demonstrates that the City is meeting its responsibilities under the County-wide Deficiency Plan consistent with the LACMTA Board adopted 2014 Short Range Transportation Plan.

SECTION 2: In accordance with its findings, the City Council determines that the City of El Segundo is in compliance with all requirements of the CMP adopted by the LACMTA Board on October 28, 2010.

SECTION 3: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 4: This Resolution will take effect immediately upon adoption.

PASSED AND ADOPTED this 4th day of August, 2015.

Suzanne Fuentes, Mayor
City of El Segundo

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

By: David King, Assistant City Attorney
ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. __________ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the 4th day of August 2015, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
Tracy Weaver, City Clerk
## 2015 DEFICIENCY PLAN SUMMARY

*IMPORTANT: All "#value!" cells on this page are automatically calculated. Please do not enter data in these cells.*

### DEVELOPMENT TOTALS

#### RESIDENTIAL DEVELOPMENT ACTIVITY

<table>
<thead>
<tr>
<th>Type</th>
<th>Dwelling Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
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<tr>
<td>Multi-Family Residential</td>
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</tr>
<tr>
<td>Group Quarters</td>
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#### COMMERCIAL DEVELOPMENT ACTIVITY

<table>
<thead>
<tr>
<th>Type</th>
<th>1,000 Net Sq.Ft.$^2$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial (less than 300,000 sq.ft.)</td>
<td>(0.98)</td>
</tr>
<tr>
<td>Commercial (300,000 sq.ft. or more)</td>
<td>0.00</td>
</tr>
<tr>
<td>Freestanding Eating &amp; Drinking</td>
<td>2.77</td>
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#### NON-RETAIL DEVELOPMENT ACTIVITY

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<tr>
<td>Government</td>
<td>0.00</td>
</tr>
<tr>
<td>Institutional/Educational</td>
<td>0.00</td>
</tr>
<tr>
<td>University (# of students)</td>
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### OTHER DEVELOPMENT ACTIVITY

<table>
<thead>
<tr>
<th>Type</th>
<th>Daily Trips</th>
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<tbody>
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<td>0.00</td>
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<tr>
<td>ENTER IF APPLICABLE</td>
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### EXEMPTED DEVELOPMENT TOTALS

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<tr>
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<tr>
<td>Exempted Non-residential sq. ft. (in 1,000s)</td>
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</table>

2. Net square feet is the difference between new development and adjustments entered on pages 2 and 3.
**2014 CMP Local Development Report**  
**Reporting Period:** JUNE 1, 2013 - MAY 31, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

## PART 1: NEW DEVELOPMENT ACTIVITY

### RESIDENTIAL DEVELOPMENT ACTIVITY

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<thead>
<tr>
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### COMMERCIAL DEVELOPMENT ACTIVITY

<table>
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<th>Category</th>
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### NON-RETAIL DEVELOPMENT ACTIVITY

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<thead>
<tr>
<th>Category</th>
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<tr>
<td>Institutional/Educational</td>
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<tr>
<td>University (# of students)</td>
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## OTHER DEVELOPMENT ACTIVITY

<table>
<thead>
<tr>
<th>Description</th>
<th>Daily Trips</th>
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</thead>
<tbody>
<tr>
<td>(Attach additional sheets if necessary)</td>
<td>(Enter &quot;0&quot; if none)</td>
</tr>
</tbody>
</table>

**ENTER IF APPLICABLE**

| ENTER IF APPLICABLE                        | 0.00        |
| ENTER IF APPLICABLE                        | 0.00        |
## PART 2: NEW DEVELOPMENT ADJUSTMENTS

**IMPORTANT:** Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

### RESIDENTIAL DEVELOPMENT ADJUSTMENTS

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<thead>
<tr>
<th>Category</th>
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<td>Group Quarters</td>
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### COMMERCIAL DEVELOPMENT ACTIVITY

<table>
<thead>
<tr>
<th>Category</th>
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</thead>
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<td>Freestanding Eating &amp; Drinking</td>
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### NON-RETAIL DEVELOPMENT ACTIVITY

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<tr>
<th>Category</th>
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<td>Institutional/Educational</td>
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<td>University (# of students)</td>
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### OTHER DEVELOPMENT ACTIVITY

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<thead>
<tr>
<th>Description</th>
<th>Daily Trips (Enter &quot;0&quot; if none)</th>
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</thead>
<tbody>
<tr>
<td>(Attach additional sheets if necessary)</td>
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</tr>
<tr>
<td>ENTER IF APPLICABLE</td>
<td>0.00</td>
</tr>
<tr>
<td>ENTER IF APPLICABLE</td>
<td>0.00</td>
</tr>
</tbody>
</table>
### Exempted Development Definitions:

1. **Low/Very Low Income Housing:** As defined by the California Department of Housing and Community Development as follows:
   - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
   - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.

2. **High Density Residential Near Rail Stations:** Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.

3. **Mixed Uses Near Rail Stations:** Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.

4. **Development Agreements:** Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.

5. **Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed,** to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.

6. **Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority.** These locally precluded projects do not have to be reported in the LDR.
AGENDA DESCRIPTION:
Rescission of Brown Act Commitment - In Accordance with Government Code Section 54960.2 (e), consideration and possible action to rescind the commitment made by the City Council on November 5, 2013, not to hold further closed session meetings regarding real property negotiations with regard to ESCenterCal, LLC’s (“CenterCal”) proposal to enter into a Due Diligence and Ground Lease Agreement (“Agreement”) to lease the driving range portion of the Lakes Golf Course from the City for the purpose of developing a Top Golf facility. (Fiscal Impact: unknown – depends on whether legal proceedings are commenced.)

RECOMMENDED COUNCIL ACTION:

1. Consideration and possible action to rescind the commitment made by the City Council on November 5, 2013, to not hold further closed session meetings regarding real property negotiations with regard to CenterCal’s proposal to enter into an Agreement to lease the driving range portion of the Lakes Golf Course from the City for the purpose of developing a Top Golf facility; or
2. Delay consideration of this item to a future date and give notice of such delay to Ms. Geist in accordance with Government Code Section 54960.2; or
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

November 5, 2013, Staff Reports (with attachments); and,
Letter of May 8, 2015 to Ms. Geist

FISCAL IMPACT: $

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

PREPARED BY: Mark D. Hensley, City Attorney
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

This item is being brought back for Council consideration based upon direction given by Council at its May 5, 2015, regular City Council meeting (Staff Report Attached). At that time, staff provided background information to Council including the fact that the City Council had approved the Agreement on November 5, 2013 and subsequently approved minor amendments to the Agreement as well as a reimbursement agreement on March 18, 2014. Staff reported that Center Cal had not signed and returned the Agreement and that the Council then subsequently withdrew the option for CenterCal to execute the Agreement. CenterCal on April 28, 2015 sent a new communication to the City proposing new terms. On May 5, 2015,
the City Council directed the City Attorney's office to notify Ms. Deborah Geist that the Council would consider rescinding its 2013 commitment not to hold closed sessions regarding this matter. At its May 5th meeting, the Council noted that it would need to consider whether a closed session was needed to discuss CenterCal's new terms and conditions.

Council was reminded that Ms. Geist would need to be provided 30 days written notice that the Council will be holding a public session meeting to consider rescinding its commitment to not have further closed session discussions regarding the Agreement (Staff Report Attached). The Council would then need to meet thirty or more days after the notice date and consider a public agenda item which, if passed by a majority of the members of the City Council, would rescind the prior commitment made by Council and the Council could then schedule a closed session meeting to discuss different lease payments or payment terms. If the Council does rescind the letter it would restore Ms. Geist's rights (as well as any other interested party's right, including the District Attorney's), if any, to commence a legal action for alleged Brown Act violations.

On May 8, 2015, a letter was transmitted to Ms. Geist (with a copy to the District Attorney's Office as required by the Brown Act), informing her that the Council on June 16, 2015 would be meeting to discuss the potential of rescinding it prior action regarding closed session negotiations relating to the Top Golf Agreement.

The November 5, 2013, staff report and attachments provide the details regarding Ms. Geist's allegations of Brown Act violations and the City's response to same. It did not appear that there were any Brown Act violations, but in order to avoid unnecessary legal actions, particularly since the City understood the negotiations were completed, the Council approved staff's recommendation to issue the commitment that it would not hold further closed session meetings regarding the Agreement. However, the action referenced, and the Brown Act provides that the Council may rescind such a commitment at a public meeting.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: November 5, 2013
AGENDA HEADING: New Business

AGENDA DESCRIPTION:
Consideration and possible action to authorize the Mayor to execute a letter in response to a “cease and desist” letters received on October 1, 2013 and October 17, 2013 from Debra Geist alleging various violations of the Ralph M. Brown Act relating to City’s negotiations to lease out a portion of “the Lakes” golf course. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Receive and file the letters dated October 1, 2013 and October 15, 2013 alleging various violations of the Ralph M. Brown Act;
2. Authorize the Mayor to execute the draft response letter;
3. Take such additional, related, action that may be desirable.

ATTACHED SUPPORTING DOCUMENTS:
1. Letter dated October 15, 2013 (received October 17, 2013);

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

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

BACKGROUND AND DISCUSSION:
On October 1, 2013 and October 17, 2013, the City Clerk’s office received letters alleging that the City Council violated various provisions of the Ralph M. Brown Act when it considered the future of “the Lakes” municipal golf course (see attached Exhibit A – the letters are identical except for with respect to the dates set forth on the letters). These are referred to as the “October 2013 Letters.”

As the City Council is aware – and is quite public – the City was approached by two private companies in 2012 regarding a proposal for the Lakes municipal golf course. In general, the proposal is for Centercal, LLC to make various improvements to the golf course and the driving range; for Top Golf to operate the golf course; and for the City to receive a significant increase in rent over a period of potentially fifty years. The details of this deal is set forth in the due diligence and lease agreement that is being considered by the City Council as a separate agenda item for November 5, 2013.

Since first being approached by these companies, the City Council undertook a number of actions to not only negotiate potential deal points to implement a proposal (as set forth in the
draft lease agreement), but also to solicit public input and dialogue regarding the desirability of undertaking such an arrangement. Such activities include, without limitation:

- Public meetings by the City Council and Golf Course Subcommittee in August 2012 regarding the Lakes including a Powerpoint presentation regarding the proposal and direction from the City Council to seek public input.

- Meetings in September 2012 between City staff and various community organizations including the El Segundo Chamber of Commerce and Kiwanis Club.

- Multiple meetings before the City’s Recreation and Parks Commission in September and December 2012.


- Posting the Powerpoint® presentation, draft schematics, and other matters on the City’s website (elsegundo.org/news/displaynews.asp?NewsID=1149&TargetID=1).

- Posting all disclosable public communications regarding the Lakes matter on the City’s website (www.elsegundo.org/depts/cityclerk/documents.asp).

Moreover, these proposals were widely publicized in the media and on various social networks (e.g., Facebook). And, as a result, there was significant public participation in the process including regular public comment during City Council meetings.

The October 2013 Letters do not acknowledge the City Council’s effort to solicit public input regarding the Lakes or the widespread public interest in the subject. Rather, the October 2013 Letters allege that the City Council violated the Brown Act when it discussed the matter in closed session on several occasions in 2012 and 2013.

As you are aware, the California Legislature enacted the Ralph M. Brown Act (Government Code1 §§ 54950-54963) in 1953. The Legislature adopted the Brown Act to ensure that deliberations and actions of local public agencies are performed at meetings open to the public and free from any veil of secrecy.2 To further this overall goal, the Brown Act requires that the City’s meetings be properly noticed and generally open to the public.

There are certain exceptions to the general requirement that all meetings be held in public. These are referred to as “closed session” matters. One of these is the ability for the City Council to meet

“with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease.”3

---

1 Further references to an unspecified code are to the Government Code.
2 § 54950.
3 § 54956.8 (emphasis added).
The October 2013 Letters makes various complaints regarding the City Council exercising its ability to discuss price and terms of leasing the Lakes during closed session. In summary, these allegations are: (1) failure to appoint real property negotiators in open session as required by the Brown Act; (2) incorrect agenda descriptions as to closed session items; and (3) discussing items in closed session beyond the scope of what the Brown Act allows.

The October 2013 Letters is the first step needed to file a lawsuit against the City for alleged violations of the Brown Act. In sum, the law requires a persons seeking to enforce the Brown Act to first send a “cease and desist” letter to a public agency within nine months of the alleged violations before filing a lawsuit. Upon receiving a “cease and desist” letter, the public agency has thirty days within which to consider the matter and, if it chooses, respond with “with an unconditional commitment to cease, desist from, and not repeat the past action that is alleged to violate” the Brown Act. Such a response must be approved by the legislative body in open session and be substantially in a form required by law. If the legislative body opts to undertake such a response, it removes the ability of a person to file a lawsuit.

As noted more completely in the draft letter attached to this staff report, several of the alleged violations occurred more than nine months ago and are therefore time-barred from litigation. Moreover, all of the closed session agenda descriptions correctly identified the City’s real property negotiators and described what was being discussed. Most importantly, however, the City Council has not yet committed to taking any action – the draft lease agreement properly contemplated during closed session is a separate agenda item for this meeting. And, as set forth in that draft agreement, there are multiple matters that must be resolved – in open session – before the City (or any other party) is obligated to undertake any real property transaction.

However, in order to avoid potentially unnecessary and costly litigation, it is recommended that the City Council authorize the Mayor to execute the draft letter attached to this staff report (Exhibit B). As may be read, the draft letter constitutes the City Council’s “unconditional commitment” not to undertake the actions identified by the October 2013 Letters. Under the Brown Act it is specifically recognized that sending this type of response is not an admission of guilt and it cannot be used against the City in any future legal proceedings. Given that this matter, as described above, has been a very public process and since the draft agreement is on the agenda for public consideration by the Council, it seems very prudent to simply agree, without admitting fault or that such occurred, to not undertake any further alleged action that violates the Brown Act. This will ensure that the City avoids the need to defend against a lawsuit alleging that the City Council violated the Brown Act.

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4 § 54960.2.
5 The City Council may also provide such a response after thirty days, and even during litigation, which would cause a lawsuit to be dismissed. However, the court could under such circumstances award attorneys fees and costs (§ 54960.2(b)).
6 § 54960.2(c).
7 Id.
8 Id.
THE AUGUST 4, 2015 CITY COUNCIL MEETING AGENDA ITEM #3
IS
CONTINUED ITEM #2 FROM JUNE 16TH, JULY 7TH AND ITEM #1 FROM JULY 21ST

Exhibit A

October 1, 2013 and October 15, 2013 Letters
Via Personal Delivery
Hon. Bill Fisher, Mayor
Mr. Carl Jacobson, Mayor Pro Tem
Ms. Suzanne Fuentes
Mr. Dave Atkinson
Ms. Marie Felhauer

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

Re: Demand to Cease and Desist from Practices Violating the Ralph M. Brown Act

Mr. Fisher and Members of the El Segundo City Council:

This notice is to caution you that the El Segundo City Council (the "ESCC") has violated the Ralph M. Brown Act (California Government Code Sec. 54050 et seq.), which mandates open and publicized meetings of local government at which the public may be present and comment on relevant matters. ESCC is abusing the "safe harbor" provisions of Government Code Section 54955.6, which allow a limited exception to the general mandate of open meetings only "to grant authority to its negotiator regarding the price and terms of payment for... (a real property lease)." The specific violations are as follows:

1. Conducting Closed Sessions On The Proposed Lease of The Lakes Prior to a Public Hearing

On three separate occasions, June 19, 2012, June 25, 2012 and June 17, 2012, the ESCC conducted closed sessions for the stated purpose of discussions with Greg Carpenter, City Manager, concerning The Lakes, a municipal golf course owned by the City of El Segundo. Although the stated purpose of such meetings, as noted on the relevant Agendas, was "discussion with Real Property Negotiator", ESCC had not yet conducted a public session as required by Government Code Section 54955.6 as follows:

   However, prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies the real property...which the negotiations may concern and the person or persons with whom its negotiator may negotiate.

Additionally, the relevant Agendas fail to identify the persons or entities Mr. Carpenter would negotiate with. These meetings patently fail outside the "safe harbor" and are illegal.

2. Conducting Closed Sessions with Top Golf on Related Issues

On two separate occasions, February 5, 2013, February 19, 2013, the ESCC conducted closed sessions with Mr. Carpenter relating to Top Golf and Centercal Properties as "negotiating parties." However, the proposed lease is with Centercal only. The City of El Segundo will have no contractual privity with Top Golf, who will sublet from Centercal to operate a golf entertainment business at The Lakes. ESCC was not negotiating a real property lease with Top Golf but rather consulting with Top Golf regarding lease issues. The Brown Act mandates that ESCC conduct any such consultations in public meeting because the "safe harbor" provision pertains only to the proposed leases on price and terms of payment. Consultations with other parties on "related issues" or "background issues" are outside the scope of the exception. See, Shapiro v. City Council of San Diego, 68 Cal.App. 4th 904 (2002).

3. Conducting Serial Closed Sessions on Matters Outside Payment and Terms of Payment

On eight separate occasions, February 5, 2013, February 19, 2013, May 7, 2013, August 6, 2013, August 20, 2013, September 3, 2013, September 17, 2013, and October 1, 2013, the ESCC conducted closed sessions with Mr. Carpenter relating to the lease with Centercal Properties as the negotiating party. The number of closed sessions done is excessive and proves that the ESCC has trespassed beyond the "safe harbor" of price and terms of payment. This situation is analogous to Shapiro v. City Council of San Diego.
88 Cal. App. 4th 604 (2002), where the Court of Appeal held that the San Diego Council had violated the Brown Act in including discussion of a variety of "related issues" in a series of closed sessions held to consult with its agent in real property negotiations concerning a large redevelopment project to create a new baseball park. The Fourth District faulted the San Diego Council's expansive interpretation of the "safe harbor" as follows:

We believe the City Council's view that no detailed disclosures should be required before closed sessions may be held to discuss a complex overall real estate based transaction is inconsistent with the express statutory requirements of section 54249.6

The Fourth District stressed that the "safe harbor" must be narrowly and not expansively construed as follows:

If we were to accept the City's interpretation of the Brown Act in this respect, we would be turning the Brown Act on its head, by narrowly construing the open meeting requirements and broadly construing the statutory exceptions to it. That would be incorrect. We do not downsize the important consideration of confidentiality in negotiations. However, we believe that in this case, the City Council is attempting to use the Brown Act as a shield against public disclosure of its consideration of important public policy issues, of the type that are inevitably raised whenever such a large public redevelopment real estate based transaction is contemplated. The important policy consideration of the Brown Act, however, must be enforced, even where particular transactions do not fit neatly within its statutory categories.

Id. at 924. Here, as in Shapero, ESCC is using closed sessions to shield important development considerations from public view. The sheer number of closed sessions, in contrast to the single open session on the proposed lease, proves that ESCC is shirking its duty to conduct open sessions on matters of public interest that will substantially affect The Lakes future. Indeed, ESCC has disclosed relatively nothing in open sessions regarding its relationship with Centrecal, Centrecal's relationship with Top Golf, proposed physical changes to the golf course, proposed physical changes to the driving range, price increases, public programs, changes to the liquor license and more. Members of the public are demanding to be heard on these issues but have been relegated to bystanders in a closed process zealously guarded by ESCC against its public responsibilities under the Brown Act.

4. Substantively Misleading Agenda Description

On August 21, 2012, the ESCC conducted a single public session on the proposed lease of The Lakes which generally describes the Agenda as directed to staff as follows:

Consideration and possible action to direct staff to take steps necessary to seek input from various City Committees regarding a potential agreement with Centrecal Properties, LLC for enhancing the driving range and dining facilities at The Lakes Golf Course which would be operated by Top Golf. The agreement would be negotiated by the City Manager and City Attorney and presented for review and potential approval by the City Council at a future date. This description is inaccurate because it states that the ESCC was to direct staff regarding future action when, in fact, the ESCC contemplated and took immediate action to direct Mr. Carpenter to enter into negotiations with Centrecal regarding a lease of The Lakes. While the Brown Act requirements for agenda item descriptions are quite lenient, this item just fails to describe the action taken by ESCC to immediately enter into a proposed lease. It's just wrong. The significance of the misdescription is magnified by the fact that this was the only open discussion on the proposed lease and therefore, it was imperative that the ESCC accurately convey notice to the public of what ESCC intended to do. Without a clear notice, the members of the public who might well have attended the meeting to address a proposed deal on immediately to proceed with lease negotiations were misled into believing that there would be adequate opportunities to do so later, at meetings of either the "City Committees," the City Council or both. The ESCC failed its duties under the Brown Act and should be enjoined from proceeding further absent a material cure.
THE AUGUST 4, 2015 CITY COUNCIL MEETING AGENDA ITEM #3
IS
CONTINUED ITEM #2 FROM JUNE 16TH, JULY 7TH AND ITEM #1 FROM JULY 21ST

The El Segundo City Council has thirty days from receipt of this letter to provide me with an unconditional commitment to cease, desist from, and not repeat the practices noted above, compliant with Government Code Section 54980.2, subdivision (c). Its failure to do so will entitle me to file an action for declaratory judgment and injunctive relief and for attorney's fees and costs.

Respectfully,

[Signature]

Debra V. Gelst
(310) 489 7751
citgelst@verizon.net
October 15, 2013

Via U.S. Mail

Tracy Sherrill Weaver
City Clerk
City of El Segundo
350 Main Street,
El Segundo, CA 90245

Hon. Bill Fisher, Mayor
Mr. Carl Jacobson, Mayor Pro Tem
Ms. Suzanne Fuentes
Mr. Dave Atkinson
Ms. Marie Fellhauer

Re: Demand to Cease and Desist from Practices Violating the Ralph M. Brown Act

Mr. Fisher and Members of the El Segundo City Council:

This notice is to caution you that the El Segundo City Council (the "ESCC") has violated the Ralph M. Brown Act (California Government Code Sec. 54050 et seq.), which mandates open and publicized meetings of local government at which the public may be present and comment on relevant matters. ESCC is abusing the "safe harbor" provisions of Government Code Section 54956.8, which allow a limited exception to the general mandate of open meetings only "to grant authority to its negotiator regarding the price and terms of payment for... (a real property lease)." The specific violations are as follows:

1. Conducting Closed Sessions On The Proposed Lease of The Lakes Prior to a Public Hearing

On three separate occasions, June 19, 2012, June 28, 2012 and July 17, 2012, the ESCC conducted closed sessions for the stated purpose of discussions with Greg Carpenter, City Manager, concerning The Lakes, a municipal golf course owned by the City of El Segundo. Although the stated purpose of such meetings, as noted on the relevant Agendas, was "discussion with Real Property Negotiator," ESCC had not yet conducted a public session as required by Government Code Section 54956.8 as follows:

However, prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies the real property, which the negotiations may concern and the person or persons with whom its negotiator may negotiate.

Additionally, the relevant Agendas fail to identify the persons or entities Mr. Carpenter would negotiate with. These meetings patently fall outside the "safe harbor" and are illegal.

2. Conducting Closed Sessions with Top Golf on Related Issues

On two separate occasions, February 5, 2013, and February 19, 2013, the ESCC conducted closed sessions with Mr. Carpenter relating to Top Golf and Centercal Properties as "negotiating parties." However, the proposed lease is with Centercal only. The City of El Segundo will have no contractual privity with Top Golf, who will sublet from Centercal to operate a golf entertainment business at The Lakes. ESCC was not negotiating a real property lease with Top Golf but rather consulting with Top Golf regarding lease issues. The Brown Act mandates that ESCC conduct any such consultations in public meeting because the "safe harbor" provision pertains only to the proposed lease on price and terms of payment. Consultations with other parties on "related issues" or "background issues" are outside the scope of the exception. See, Shaprio v. City Council of San Diego, 96 Cal.App. 4th 604 (2002).

3. Conducting Serial Closed Sessions on Matters Outside Payment and Terms of Payment

On eight separate occasions, February 5, 2013, February 19, 2013, May 7, 2013, August 5, 2013, August 20, 2013, September 3, 2013, September 17, 2013, and October 1, 2013, the ESCC conducted closed
sessions with Mr. Carpenter relating to the lease with Centercal Properties as the negotiating party. The number of closed sessions alone is excessive and proves that the ESCC has trespassed beyond the “safe harbor” of price and terms of payment. This situation is analogous to Shapiro v. City Council of San Diego, 96 Cal. App. 4th 804 (2002), where the Court of Appeal held that the San Diego Council had violated the Brown Act in including discussion of a variety of “related issues” in a series of closed session held to consult with its agent in real property negotiations concerning a large redevelopment project to create a new baseball park. The Fourth District faulted the San Diego Council’s expansive interpretation of the “safe harbor” as follows:

We believe the City Council’s view that no detailed disclosures should be required before closed sessions may be held to discuss a complex overall real estate based transaction is inconsistent with the express statutory requirements of section 54946.8.

The Fourth District stressed the “safe harbor” must be narrowly and not expansively construed as follows:

If we were to accept the City’s interpretation of the Brown Act in this respect, we would be turning the Brown Act on its head, by narrowly construing the open meeting requirements and broadly construing the statutory exceptions to it. That would be incorrect. We do not denigrate the important consideration of confidentiality in negotiations. However, we believe that in this case, the City Council is attempting to use the Brown Act as a shield against public disclosure of its consideration of important public policy issues, of the type that are inevitably raised whenever such a large public redevelopment real estate based transaction is contemplated. The important policy consideration of the Brown Act, however, must be enforced, even where particular transactions do not fit neatly within its statutory categories.

Id. at 924. Here, as in Shapiro, ESCC is using closed sessions to shield important development considerations from public view. The sheer number of closed sessions, in contrast to the single open session on the proposed lease, proves that ESCC is shirking its duty to conduct open sessions on matters of public interest that will substantially impact The Lakes future. Indeed, ESCC has disclosed relatively nothing in open sessions regarding its relationship with Centercal, Centercal’s relationship with Top Golf, proposed physical changes to the golf course, proposed physical changes to the driving range, price increases, public programs, changes to the liquor license and more. Members of the public are demanding to be heard on these issues but have been relegated to bystanders in a closed process zealously guarded by ESCC against its public responsibilities under the Brown Act.

4. Substantively Misleading Agenda Description

On August 21, 2012, the ESCC conducted a single public session on the proposed lease of The Lakes which generally describes the Agenda as a direction to staff as follows:

Consideration and possible action to direct staff to take steps necessary to seek input from various City Committees regarding a potential agreement with Centercal Properties, LLC for enhancing the driving range and dining facilities at The Lakes Golf Course which would be operated by Top Golf. The agreement would be negotiated by the City Manager and City Attorney and presented for review and potential approval by the City Council at a future date.

This description is inaccurate because it states that the ESCC was to direct staff regarding future action when, in fact, the ESCC contemplated and took immediate action to direct Mr. Carpenter to enter into negotiations with Centercal regarding a lease of The Lakes. While the Brown Act requirements for agenda item descriptions are quite lenient, this item just fails to describe the action taken by ESCC to immediately enter into a proposed lease. It’s just wrong. The significance of the misdescription is magnified by the fact that this was the only open discussion on the proposed lease and therefore, it was imperative that the ESCC accurately convey notice to the public of what ESCC intended to do. Without such clear notice, those members of the public who might well have attended the meeting to address a proposed decision immediately to proceed with lease negotiations were misled into believing that there would be adequate opportunities to do so later, at meetings of either the “City Committees,” the City Council or both. The ESCC failed its duties under the Brown Act and should be enjoined from proceeding further absent a material cure.
The El Segundo City Council has thirty days from receipt of this letter to provide me with an unconditional commitment to cease, desist from, and not repeat the practices noted above, compliant with Government Code Section 64060.2, subdivision (c). Its failure to do so will entitle me to file an action for declaratory judgment and injunctive relief and for attorney’s fees and costs.

Respectfully,

Debra V. Gelet
(310) 469 7761
citigelet@verizon.net
THE AUGUST 4, 2015 CITY COUNCIL MEETING AGENDA ITEM #3
IS
CONTINUED ITEM #2 FROM JUNE 16TH, JULY 7TH AND ITEM #1 FROM JULY 21ST

Exhibit B
Draft Response Letter
October 30, 2013

Debra V. Gelst
121 16th St
Manhattan Beach, CA 90266

Re: Letter dated October 15, 2013

Dear Ms. Gelst:

Thank you for your letter dated October 15, 2013 (received by the City on October 17, 2013). As you are aware, that letter (the "October 15th Letter") alleges that the City Council violated the Ralph M. Brown Act and constitutes a "cease and desist" letter in accordance with Government Code § 54960.2.

Specifically, the October 15th letter accuses the City Council of violating the Brown Act on the following dates: June 19, 2012; June 25, 2012; July 17, 2012; August 21, 2012; February 5, 2013; February 19, 2013; May 7, 2013; August 6, 2013; August 20, 2013; September 3, 2013; September 17, 2013; and October 1, 2013. In sum, the October 15th letter alleges that the City Council's actions relating to the municipal golf course known as "the Lakes" violated the Brown Act as follows: (1) failure to appoint real property negotiators in open session; (2) incorrect agenda descriptions as to closed session items; and (3) discussing items in closed session beyond the scope of statutory authority. In short, the City Council disagrees with the October 15th letter for several different reasons.

First, as to alleged violations occurring in 2012, these matters are time-barred pursuant to Government Code § 54960.2(a)(2). That section requires actions to be undertaken within nine months of the alleged violation.

Second, (as stated in the October 15th letter at p.2) the City Council (at the latest) did appoint real property negotiators in open session on August 21, 2012 pursuant to Agenda Item No. F9:

"Direct the City Manager and City Attorney to negotiate terms
of a [sic] agreement with Centercal Properties, LLC for a new TopGolf facility to be located at The Lakes in place of the existing driving range.”

Moreover, the City Manager was identified on every agenda as the property negotiator for these negotiations. The City Manager has general authority pursuant to El Segundo Municipal Code § 1-5A-7 to “exercise general supervision over all public buildings, public parks and all other public property which is under the control and jurisdiction of the city council.” The City Council believes this would include (at a minimum) initial negotiations regarding potentially leasing the Lakes. As previously noted, however, these matters are time barred in any event.

Third, as explained below, it is plain that the City Council’s considerations regarding the Lakes were (and are) quite public. Even a cursory glance at the City’s webpage, staff reports, and other public outreach documents demonstrate that the City Council sought (and continues to seek) public input regarding what should happen with the municipal golf course. Allegations, therefore, that the City Council was misleading or has somehow attempted to avoid transparency as to the Lakes matter cannot be reconciled with the City’s efforts at encouraging public discourse regarding this important matter.

As you know, the City Council is considering whether to lease a portion of the Lakes municipal golf course to a private company or companies. As part of this process, the City is engaged in an extensive public outreach program seeking public participation. Among other things, the City undertook the following actions:

- August 21, 2012: the City Council heard a presentation regarding the Lakes during open session and then directed the City Manager, or designee, to seek public input regarding a potential agreement with Centercal and Top Golf.

- August 29, 2012: the City Council’s Golf Course Subcommittee met in public to discuss the matter.

- September 13, 2012: City staff made a presentation to the El Segundo Chamber of Commerce.

- September 18, 2012: City staff met at the El Segundo Public Library with golf industry stakeholders.

- September 19, 2012: City staff made a presentation to the City’s Recreation and Parks Commission during its regular meeting.

- September 25, 2012: City staff made a presentation to the Kiwanis Club.

- October 3, 2012: City staff provided a progress update to the City Council’s Golf Course Subcommittee.
October 4, 2012: City staff made a presentation at the Rotary Club meeting.

October 11, 2012: a presentation regarding the matter was made to the City's Planning Commission during its regular meeting.

October 11, 2012: City staff made a presentation to the City's Economic Development Advisory Council.

November 18, 2012: the El Segundo Chamber of Commerce voted to endorse/support the Top Golf matter.

December 5, 2012: the City Council's Golf Course Subcommittee reviewed the matter.

December 19, 2012: the Recreation and Parks Commission reviewed the findings and analysis.

Between October and November 2012, City staff met with most business oriented hotels within the City of El Segundo.

The City posted the Powerpoint® presentation, draft schematics, and other matters on the City's website (elsegundo.org/news/displaynews.asp?NewsID=1149&TargetID=1).

The City has posted and (continues to post) all disclosable public communications regarding the Lakes matter on the City's website (www.elsegundo.org/depts/cityclerk/documents.asp).

Such proactive actions are in addition to the multiple opportunities taken by interested citizens to provide public comment to the City Council during its regular meetings. This matter is also being extensively scrutinized by media coverage (see e.g., www.easyreadernews.com/74699/residents-assail-topgolf/; www.dailybreeze.com/20121105/local-golfers-balk-at-proposed-changes-to-the-lakes-in-el-segundo-course) and various social media outlets.

Based upon the foregoing, the City Council respectfully disagrees with the allegations set forth in the October 15th Letter as to purported violations of the Brown Act. Moreover, as you can see from the Due Diligence and Lease Agreement ("Agreement") that the Council will consider approving at its November 5, 2013 regular meeting, the alleged Brown Act violations set forth in the October 15th Letter are without merit. There are twelve specific conditions precedent that must be accomplished before a leasehold interest could be created. Accordingly, the City is not committed to entering into the draft Agreement since there are numerous issues that must be resolved in public meetings before the Planning Commission and City Council before any leasehold could be established. Such matters include review and potential approval of a conceptual plan for the golf course and the driving range improvements; review and potential approval of
a recommended action under the California Environmental Quality Act; review and potential approval of the land use entitlements that would be needed to allow for the uses contemplated by the draft Agreement; and many other items that identified in the draft Agreement.

However, in an abundance of caution, to avoid unnecessary litigation, and without admitting any violation of the Ralph M. Brown Act, the El Segundo City Council unconditionally commits that it will cease, desist from, and not repeat the actions challenged in the October 15th Letter and briefly described above.

Note that the El Segundo City Council may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to Government Code § 54960(a). That notice will be delivered to you by the same means as this commitment, or may be mailed to an address that you have designated in writing.

Very truly yours,

Bill Fisher,
Mayor
May 8, 2015

Debra V. Geist
121 16th St
Manhattan Beach, CA 90266

Re: Notice of Rescission per Government Code § 54960.2(e)

Dear Ms. Geist:

On November 5, 2013, the City Council committed to refrain from utilizing closed session to discuss real property negotiations concerning its municipal golf course known as “the Lakes.” The reasons for such commitments are set forth in the enclosed letter (the “Letter”).

As you know, on May 5, 2015, the City Council directed our office to provide you thirty day notice that the City Council would consider rescinding the commitment set forth in the Letter in accordance with Government Code § 54960.2(c). Accordingly, take notice that the City Council will consider a “Rescission of Brown Act Commitment” as a regular agenda item at its regular meeting held on June 16, 2015. Should the City Council decide to rescind its commitment in the Letter, you will have the right to commence legal action in accordance with the Ralph M. Brown Act.

Please note that the City reaffirms its position as set forth in the Letter: this matter is thoroughly transparent; allegations regarding Brown Act violations are without merit. Moreover, the public continues to have a vibrant dialogue regarding the City Council’s actions as to the Lakes.

Note that a copy of this letter is being provided to the Public Integrity Unit of the Los Angeles County District Attorney’s office in accordance with Government Code § 54960.2(c).

Very truly yours,

Kari H. Berger
Assistant City Attorney

c: District Attorney
   City Council
   City Manager
4. Consideration and possible action regarding receiving an update with respect to the City's negotiations with CenterCal and Top Golf regarding the draft Due Diligence Lease Agreement that provides for the leasing of the driving range at the Lake's Golf Course to CenterCal and Top Golf for purposes of operating a Top Golf facility and the reconstruction of the golf course.

(Fiscal Impact: None)

Recommendation – 1) Consideration and possible action regarding receiving an update regarding the Agreement negotiations and provide feedback to City Manager and City Attorney as appropriate; 2) Alternatively, discuss and take other action related to this item.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT
MEETING DATE: August 4, 2015
AGENDA HEADING: Unfinished Business

AGENDA DESCRIPTION:
Consideration and possible action to: 1) approve installation of a Class II bike lane on Rosecrans Ave. between Sepulveda Blvd. and Highland Ave, 2) enter into a Cooperative Agreement with Manhattan Beach for construction of the new bike path and 3) approve an Easement Agreement with Chevron for use of its property for the bike path. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Approve the installation of a Class II bike lane on Rosecrans Ave. between Sepulveda Blvd. and Highland Ave.
2. Authorize the City Manager to sign an Cooperative Agreement with the City of Manhattan Beach, in a form approved by the City Attorney, for construction of the new bike path;
3. Authorize the City Manager to sign an Easement Agreement, in a form approved by the City Attorney, with Chevron for use of its property for the bike path; or
4. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Location Map

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

ORIGINATED BY: Stephanie Katsouleas, Public Works Director
REVIEWED BY: David King, Assistant City Attorney
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
On September 21, 2010, City Council adopted a resolution authorizing City staff to participate in the South Bay Regional Bicycle Master Plan planning with the South Bay Bicycle Coalition. The goal of the plan was to create a master plan that would regionally connect South Bay cities through a bicycle network and to encourage the allocation of transportation and grant funds to pedestrian and bicycle networks as they became available. The Bicycle Master Plan was completed in summer 2011 and was subsequently accepted/approved by the Metropolitan Transportation Authority (Metro) on September 19, 2011. The Plan identifies streets throughout the South Bay that are desirable for installation of bicycle routes, ranging from Class I dedicated routes down to shared road routes. One of the designated routes in El Segundo includes Rosecrans Ave. between the Green Line Station and Highland Ave.
Rosecrans Bikeway Concept
In January, 2014, Manhattan Beach’s City Council approved a motion to install a Class II bike lane on the eastbound side of Rosecrans Ave between Highland Ave. and Sepulveda Blvd. and directed its staff to reach out to El Segundo about the possibility of installing a corresponding westbound bike lane. Following concept meetings with the City of Manhattan Beach and Chevron, last fall staff proposed to City Council the installation of a Class II bike path along Rosecrans Ave. through a partnership with these organizations. The partnership would entail El Segundo redesignating one of three westbound traffic lanes as a bike lane, Chevron providing land for the “pinch point” (as described below) and Manhattan Beach paying for the overall cost of the installation.

This proposed bikeway segment will provide a safe path of travel for South Bay residents patronizing The Point development as well as for those who use Rosecrans Ave. as a bicycle commuter route. It will also compliment the eastbound segment recently installed by Manhattan Beach. On a side note, staff negotiated with The Point development to provide land for a westbound, Class I, dedicated bikeway, that will continue the Rosecrans bikeway eastward to Village Drive. Planning for that segment will begin later this fall.

The Proposed Bike Way
The proposed installation on the westbound side of Rosecrans Ave. requires 1) an eight (8) foot easement from Chevron for the first 150 ft west of Sepulveda Blvd. to ensure that cyclist are completely separated from traffic, and 2) conversion of the #3 traffic lane from a vehicular lane to a dedicated, separated Class II bike lane between Oak St. and Alma Ave. The transition from the Chevron section to the street will occur just west of the bus shelter so that no relocation is needed.

Separveda Blvd. to Oak St.
The first 150 ft of Rosecrans Ave., just west of Sepulveda Blvd. has only two lanes and is the “pinch point” for the Class II route. By locating the bike path behind the curb at this location through an easement agreement with Chevron, we are able to ensure an uninterrupted safe path of travel for cyclist (see attached map). After review of the proposed configuration, Chevron has approved the City’s request to utilize an 8ft x 150ft area of land adjacent to the sidewalk. The “behind the curb” dedicated bike lane would extend to just past the existing bus stop and then segway into the converted #3 traffic lane at approximately Oak St. Rosecrans Ave. would remain two lanes from Sepulveda Blvd. westward.

Oak St. to Alma Ave.
Based on the City’s most recent Speed Survey and associated traffic counts, staff has determined that there would be no significant Level of Service (LOS) reduction on Rosecrans Ave. by converting one of the three westbound lanes to a dedicated bike lane between Oak St. and Alma Ave. Even with only two westbound traffic lanes, the street retains its classification as an “A” LOS (the most desirable classification) based on existing traffic volumes (15,900 vehicles per day, with a peak hourly rate of 953 for all three lanes). For this roadway segment, an “A” LOS is designated when each lane does not exceed 600 vehicles per hour, or 1200 vehicles for two lanes. Lastly, the turn movement for the large trucks entering Chevron is actually improved by the elimination of the #3 curbside lane.
Please note that conversion of one traffic lane to a bike lane is categorically exempt from CEQA per 14CCR 15301 Class 1(c) for minor alterations to existing roadways and federally categorically excluded per 23CFR 771.117(C)3 – Bicycle and Pedestrian lanes and facilities.

Therefore staff requests that City Council: 1) approve conversion of the westbound #3 lane from a traffic lane to a dedicated Class II bike lane on Rosecrans Ave. between Oak St. and Bell Ave. and direct staff to undertake the steps necessary for implementation, 2) approve a Cooperative Agreement with the City of Manhattan Beach, in a form approved by the City Attorney, to pay for the installation of the bikeway and 3) approve an Easement Agreement with Chevron, in a form approved by the City Attorney, for use of its land to complete the bikeway segment between Sepulveda Blvd. and Oak St..

Once the agreements are finalized, we hope to have the work bid, constructed and completed by the end of March, 2016.
Proposed Class II Bike Lane.

Construct PCC Curb Ramp.

8' Wide Public Access Easement.

2' Wide Landscape Buffer.

Reconstruct Curb Ramp for Peds and Bikes.

Construct 6' Wide PCC Class I Bike Path.

Relocate fence.

Rosecrans Avenue
West of Sepulveda Boulevard
Bike Lane Concept Sketch
AGENDA DESCRIPTION:

Consideration and possible action to announce the appointments to the Planning Commission, Recreation and Parks Commission, Library Board of Trustees. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Announce the appointees to the Planning Commission, Recreation and Parks Commission, Library Board of Trustees, if any;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Included in Adopted Budget

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ORIGINATED BY: Mishia Jennings, Executive Assistant

REVIEWED BY:

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

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<td>FACILITIES MAINTENANCE</td>
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<td>WATER UTILITY FUND</td>
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<td>WASTEWATER FUND</td>
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<td>WORKERS COMP. RESERVE INSURANCE</td>
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<td>EXPENDABLE TRUST FUND - OTHER</td>
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<td>OUTSIDE SERVICES TRUST</td>
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TOTAL WARRANTS $726,219.12

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/urgence payments for materials, supplies and  
services in support of City Operations

VOID CHECKS DUE TO ALIGNMENT: N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES

FINANCE DIRECTOR: [Signature]  
DATE: 7-16-15

CITY MANAGER: [Signature]  
DATE: 7-20-15
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
7/6/15 THROUGH 7/12/15

<table>
<thead>
<tr>
<th>Date</th>
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<td>7/6/2015</td>
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<td>Workers Comp Activity</td>
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DATE OF RATIFICATION: 7/13/15
TOTAL PAYMENTS BY WIRE: 2,848,535.29

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer I  
Date 7/14/15

Director of Finance  
Date 7-16-15

City Manager  
Date 7-20-15

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, JULY 21, 2015 – 5:00 PM

(THE 5:00 PM MEETING WAS ADJOURNED TO 6:00 PM DUE TO LACK OF QUORUM)

5:00 P.M. SESSION

CALL TO ORDER- Mayor Fuentes at 6:00 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) None

SPECIAL ORDER OF BUSINESS:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d) (3): -2- 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. BC523072

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d) (2) and (3): -1- matter.


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

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

PUBLIC EMPLOYMENT (Gov’t Code § 54957) -0- matter

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
JULY 21, 2015

1

8
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

Adjourned at 6:55 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, JULY 21, 2015 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER - Mayor Fuentes at 7:00 PM

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

PLEDGE OF ALLEGIANCE – Council Member Dugan

PRESENTATIONS - None

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 – 3 minute limit per person, 30 minute limit total)
Scott Houston, resident and Water Board District 4 Director, spoke on the upcoming Special Olympics World Games that will take place from July 22 – August 2, 2015. The West Basin Water Board donated $1000.00 to Host Town El Segundo.
Sally Martin, resident and a Committee Chair for the Special Olympics World Games, presented the City with a Commendation from the City of Los Angeles as a Host Town for the athletes.
Spence Bauer, resident, commented on the Richmond Street Improvement Project, mainly the 300 block.
Amanda Dupay, resident, commented on an upsurge in the homelessness in El Segundo and the inconsistencies in dealing with the situation.
Chad Steven, resident, commented on the Richmond Street Improvement Project, mainly the 300 block.
Victoria Steven, resident, commented on the Richmond Street Improvement Project, mainly the 300 block.
Amy Albin, resident, commented on the Richmond Street Improvement Project, mainly the 300 block.
Chris Terrins, resident, commented on the Richmond Street Improvement Project, mainly the 300 block.
Andy Powell, President El Segundo Fire Fighter Association, spoke concerning the ongoing labor negotiations.
Brandon Browning, President El Segundo Police Officers Association, spoke concerning the ongoing labor negotiations.
Melissa Brankovic, resident, not in favor of making salary cuts to the Fire and Police Departments.
Elizabeth Russell, resident, commented on the drought restrictions and how it pertains to the City of El Segundo. Thanked the Council for their handling of the water shortage.
Rev. Dina Ferguson, St. Michael’s Episcopal Church, commented on the Richmond Street Improvement Project, mainly the 300 block and how it relates to the St. Michael’s daycare center and church.
Ryan Ferris, resident and parent of children who attend St. Michael’s Daycare Center, commented on the Richmond Street Improvement Project, mainly how the project will relate to the St. Michael’s Daycare Center.

CITY COUNCIL COMMENTS – (Related to Public Communications)

Chief Tavera commented on the homeless question raised during Public Communication.

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)

C. UNFINISHED BUSINESS

OPENED ITEMS C2 AND C3 CONSECTIVELY

1. [CONTINUED ITEM #C2 FROM JULY 7, 2015 CITY COUNCIL MEETING] Rescission of Brown Act Commitment - In Accordance with Government Code Section 54960.2 (e), consideration and possible action to rescind the commitment made by the City Council on November 5, 2013, not to hold further closed session meetings regarding real property negotiations with regard to ESCenterCal, LLC’s (“CenterCal”) proposal to enter into a Due Diligence and
Ground Lease Agreement ("Agreement") to lease the driving range portion of the Lakes Golf Course from the City for the purpose of developing a Top Golf facility. (Fiscal Impact: unknown – depends on whether legal proceedings are commenced.)

MOTION by Council Member Dugan, SECONDED by Mayor Pro Tem Jacobson to continue item C1 to the regular meeting on August 4, 2015. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

2. Consideration and possible action regarding receiving an update with respect to the City’s negotiations with CenterCal and Top Golf regarding the draft Due Diligence Lease Agreement that provides for the leasing of the driving range at the Lake’s Golf Course to CenterCal and Top Golf for purposes of operating a Top Golf facility and the reconstruction of the golf course. (Fiscal Impact: None)

Mark Hensley, City Attorney, presented to the Council, the revised Due Diligence and Ground Lease Agreement for item C2. The item will be brought back to the August 4, 2015 City Council Meeting.

Council Discussion

Mark Hensley, City Attorney, answered and clarified questions from Council.

3. Consideration and possible action to 1) review the proposed designs for the Richmond St. Rehabilitation Arterial Improvement Project between El Segundo Blvd. and Holly St., 2) provide direction to staff on possible revisions and 3) direct staff to proceed with preparation of construction plans and specifications. (Fiscal Impact: $800,000.00)

Greg Carpenter, City Manager, introduced the item.

Stephanie Katsouleas, Public Works Director, gave a presentation and answered Council questions.

Council Discussion

MOTION by Council Member Atkinson, SECONDED by Council Member Fellhauer to approve the design as presented for the 100 and 200 blocks of Richmond Street, approve the design and provisions for the 300 block of Richmond Street, approve pilot testing 2-hour parking limit on the middle level of the Grand Avenue parking structure and approve adding parking on north side of El Segundo Blvd (between Main St. and Richmond St.). MOTION PASSED BY VOICE VOTE. 4/1 YES: ATKINSON, FELLHAUER, FUENTES, JACOBSON NO: DUGAN

MINUTES OF THE REGULAR CITY COUNCIL MEETING
JULY 21, 2015
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.

4. Warrant Numbers 3006734 through 3006895 on Register No. 19 in the total amount of $1,344,326.90 and Wire Transfers from 6/15/2015 through 7/5/2015 in the total amount of $2,597,993.00. 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.

5. Approve Regular City Council Meeting Minutes of July 7, 2015.

6. PULLED BY STAFF

7. PULLED BY STAFF

8. Authorize an increase of $30,000 to the blanket purchase order #71-00209 to Metron-Farnier, LLC from $100,000 to $130,000 for the purchase of water meters.
   (Fiscal Impact: None)

9. Authorize the City Manager to execute a contract no. 4883 with an executive search firm for purposes of recruiting a new Director of Finance and Fire Chief, to commence work on or about August 1, 2015.
   (Fiscal Impact: $41,800)

10. 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)

11. Authorize the City Manager to enter into a one-year lease no. 4884 with a three one-year options with Davis & DeRosa Physical Therapy, Inc., for the continuous use of approximately 1,620 square feet of space located at 333 Main Street to house the City of El Segundo's Residential Sound Insulation (RSI) Program Office.
(Fiscal Impact: Approximately $80,000.00: $8,000.00 for FY2014-2015 budget and $72,000.00 for FY2015-2016 budget)

12. Waive second reading and adopt Ordinance No. 1509 amending ESMC Title 10, Chapter 5, Water Conservation.
   (Fiscal Impact: None)

13. Authorize City Manager to execute a contract amendment no. 4810A, in a form approved by the City Attorney, with Robert Half International Inc., for additional temporary staffing in Building and Safety for License / Permit Specialist I.
   (Fiscal Impact: $20,000.00) Contract Number: 4810

13A. Authorize the City Manager to enter into two agreement numbers 4881 and 4882, approved as to form by the City Attorney, with AT&T for telephone, data, and managed services by piggybacking off of the State of California Calnet 3 Statewide Contracts A & B (C3-A-12-10-TS-01 & C3-B-12-10-TS-01) at an estimated cost of $218,325 per year.
   (Fiscal Impact: $218,325)

MOTION by Council Member Atkinson, SECONDED by Council Member Fellhauer to approve Consent Agenda items 4, 5, 8, 9, 10, 11, 12, 13, and 13A. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

14. Consideration and possible action to adopt an ordinance updating the El Segundo Municipal Code amending Title 13 of the El Segundo Municipal Code by adding Chapter 18 to provide an expedited, streamlined permitting process for small residential rooftop solar systems.
   (Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item.

Council Discussion

Mark Hensley, City Attorney, read by title only:

ORDINANCE NO. 1510

AN ORDINANCE AMENDING TITLE 13 OF THE EL SEGUNDO MUNICIPAL CODE BY ADDING CHAPTER 18 TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS.

MINUTES OF THE REGULAR CITY COUNCIL MEETING
JULY 21, 2015
Council Member Fellhauer introduced the Ordinance.

The second reading will be August 4, 2015.

15. Consideration and possible action regarding potential amendments to the Downtown Specific Plan (DSP) regarding: (1) tinting or reflective glass on storefront windows; (2) signs for non-street front uses; (3) building height limit along street-side property lines; (4) design review process of projects relating to existing design review standards in the DSP; (5) parking requirements for Non-Profit Museums in the DSP area; and/or (6) parking and the Parking-In-Lieu Fee Program in the DSP and review and potential formulation of recommendations relating to parking issues in the DSP.
   (Fiscal Impact: None)

Mayor Pro Tem Jacobson excused himself from item #F15 due to his employment. Greg Carpenter, City Manager, introduced the item.

Kimberly Christensen, AICP, Planning Manager, gave a presentation

Council Discussion

Council consensus to move forward and work with the Planning Commission and subcommittee on the Design Standards for the Downtown Specific Plan and report back at a later date with recommendations.

Mayor Pro Tem Jacobson returned to the dais.

G. REPORTS – CITY MANAGER – Mentioned the City is conducting a survey on downtown parking. The survey can be found on the City’s website.

H. REPORTS – CITY ATTORNEY – None

I. REPORTS – CITY CLERK - None

J. REPORTS – CITY TREASURER – Not Present

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer – Attended the Independent Cities Association Summer Conference and mentioned she was voted in as President of the ICA.

Council Member Atkinson – Mentioned the Torch Run today was well attended for the Special Olympics World Games and gave an outline of what the athletes will be...
attending this week in our City. Also, thanked everyone who has helped on the committee.

Council Member Dugan – Commented, as a Council Member, he has a responsibility to listen to the residents and feels obligated to act in the best interest of the City and residents define the best interests. Mentioned when weighing your options, doing nothing can still be successful.

Mayor Pro Tem Jacobson – None

Mayor Fuentes – Mentioned the Council offered to post the offers and counter offers of the offers made to each bargaining unit. At this time, the Council has not received permission to publish the offers on the City's website from any bargaining unit. Mentioned all Council members attended a wonderful event at Mattel welcoming the Special Olympic World Games athletes from Barbados and Macedonia (the Countries El Segundo is hosting) and the final leg team of the Torch Run.

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

MEMORIALS – None

ADJOURNMENT at 9:44 PM

Tracy Weaver, City Clerk
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: August 4, 2015
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action to adopt a Resolution approving Plans and
Specifications for Life Guard Sewer Force Main, Project No. PW15-14. (Fiscal Impact:
unknown)

RECOMMENDED COUNCIL ACTION:

1. Adopt the attached Resolution approving Plans and Specifications for the Life Guard
   Sewer Force Main, Project No. PW15-14.
2. Alternatively, discuss and take other possible actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution
Map of Project Area

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $450,000
Additional Appropriation: N/A
Account Number(s): 502-400-8204-8635 (Sewer Enterprise Fund)

ORIGINATED BY: Lifan Xu, Principal Civil Engineer
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

El Segundo’s Lifeguard Station and Beach Bathroom facility opened two years ago in the
summer of 2013. However, due to its remote location, the facility was not able to connect to a
municipal sewer connection prior to completion and instead relies on sewer pump-out services
to transport and dispose wastewater. The final plans accounted for this connection delay by
designing a holding tank for waste that could eventually be converted to a pump station and force
main, pending securing a viable connection. Since that time and recognizing that long term
mobile service is not ideal, staff began investigating all possible solutions to connect the beach
bathroom to a municipal system, including considering connections at Grand Ave., Hyperion,
Chevron and NRG. Most are either technically infeasible or undesirable, or too cost-prohibitive
to pursue.

- The nearest City sewer connection point is nearly ½ mile away at 110 ft above the
  lifeguard station (top of Grand Ave.), making a possible connection very difficult to
  construct and maintain.
- The closest connection within Chevron’s property does not have the capacity to carry
  waste generated by this facility.
A connection to Hyperion a significant distance away because there are no City of Los Angeles sewer pipes along Vista del Mar that could be tapped.

The most viable option is construct a force main across Chevron’s property to a connection point within NRG’s sewer system, which then connects to the County sewer system at 45th Street and the Strand in Manhattan Beach. Staff worked on this option for more than one year with both Chevron and NRG and has now finalized a design that will allow the beach bathroom facility to connect to NRG’s system. Those plans and specifications are now completed and ready for adoption.

The proposed plan calls for installing a force main sewer pipe across the western edge of Chevron’s property. Because work occurs on Chevron property. It is considered within the Transportation Worker Identification Credential (TWIC) security area, which is co-administrated by the Transportation Security Administration (TSA) and Coast Guard. Only personnel with both the Chevron security clearance and TWIC security clearance may access the area, which includes those performing construction work. Staff is only aware of two companies that meet this criteria and area qualified to bid.

In addition, there are also substantial coordination issues with Chevron due to its own ongoing internal operations at the job site. To avoid operational and construction conflicts, Chevron prefers to manage the contractor and deliver the project to the City through a reimbursement agreement. Public Works is working with the City Attorney’s office and negotiating with Chevron on the legal framework for such an agreement given the unique complexity of this situation. The work to connect at NRG was substantially completed by NRG during its facility upgrades two years ago. Additional work needed at the beach bathroom to design a pump station and prepare the facility for connecting to the sewer pipe will be handled by staff separate from Chevron’s portion of the project.

Additionally, despite the limited number of companies qualified to submit bids, staff recommends the project go through the public bidding process to establish a clear responsible low bidder for the work. That bidder will then enter a contract with Chevron to complete the work, with the City reimbursing Chevron for the construction-related expenses per the low bid. Once bids are actually received, staff will seek City Council approval for the reimbursement agreement with Chevron for construction activities, as well as approval to enter into a long term easement agreement for the sewer pipe across Chevron’s property.

Therefore, staff recommends that City Council: 1) adopt the attached resolution approving the plans and specifications for Lifeguard and Beach Bathroom Facility Sewer Force Main (Project No. PW15-14) and 2) authorize staff to advertise the project for receipt of construction bids.

Staff estimates the following timeline for the project:

- August, 2015
  - Advertise the Project
- September, 2015
  - Project Award by City Council/ Enter agreement with Chevron
- October, 2015
  - Start Construction
- April, 2016
  - Complete Construction
RESOLUTION NO. __

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF LIFEGUARD SEWER FORCE MAIN, PW15-14 PURSUANT TO GOVERNMENT CODE SECTION 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. The City retained AKM Consulting Engineer. ("Consultant") as the engineer to design and prepare the plans and specifications for Lifeguard Sewer Force Main, PW 15-14 ("Project");

B. The Consultant informed the City Engineer that these plans and specifications are complete and that construction of the Project may begin;

C. The City Engineer reviewed the completed plans and specifications for the Project and agrees with the Consultant that the plans and specifications are complete and the Project may be constructed;

D. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: Design Immunity; Authorization.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

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

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

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

PASSED AND ADOPTED this ___ day of ______________, 20__.

______________________________
Mayor

ATTEST:

______________________________
Tracy Weaver, City Clerk

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

By: __________________________
Karl H. Berger, Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action to waive the bidding process per El Segundo City Code §1-7-10 and authorize the Fire Department purchase the electronic patient care reporting (ePCR) software from Digital EMS Solutions, Inc. (Fiscal Impact: $20,650)

RECOMMENDED COUNCIL ACTION:
1) Authorize the purchase of digital emergency medical services electronic Patient Care Reporting (ePCR) software from Digital EMS Solutions, Inc.
2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Non-Competitive (Sole Source) Procurement Request
2. Digital EMS Solutions, Inc. quote

FISCAL IMPACT: $20,650 Included in Adopted Budget

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ORIGINATED BY: Carol Lynn Anderson, Management Analyst
REVIEWED BY: Kevin S. Smith, Fire Chief
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The City of El Segundo Fire Department is currently an approved paramedic provider agency and currently provides manual patient care reporting to the Los Angeles County Emergency Medical Services Agency. The City of El Segundo Fire Department seeks to comply with the Los Angeles County Emergency Medical Services Agency’s January 2016 electronic data submission requirements by implementing an electronic patient care reporting (ePCR) software system from Digital EMS Solutions, Inc.

The City of El Segundo Fire Department has chosen Digital EMS Solutions, Inc. to provide the software necessary to meet the mandated requirements as this vendor is an approved Los Angeles County vendor and has been authorized by Los Angeles County to replicate the existing emergency services report through its MedicClipboard software. This software mimics the Department's current manual EMS report, making the transition from paper format to electronic submittal seamless. The efficiency and reduction in training costs for transition will assist the Fire Department in complying with the January 1, 2016 mandate. Likewise, this system secures the documentation and submission of Personal Health Information (PHI).
NON-COMPETITIVE PROCUREMENT REQUEST

Date: 07/22/2015
Vendor/Brand Name: Digital EMS Solutions, Inc.
Requisition #: 
Estimated Dollar Amount: $20,650

When a request is made for a non-competitive purchase and the specifications limit the bidding to one source and/or one brand or trade name, the requesting department must complete the following. The form should be authorized by the next highest signature authority for the dollar value of the purchase. Also, please include a description of the good(s) or service(s) requested.

I. Please check one of the following:

1. ☒ SOLE SOURCE: Goods or services are available from one source only.

   What are the unique performance features of the product/brand requested that are not available in any other product/brand? For services: What unique qualifications, rights, licenses, etc. does this vendor possess?

   The City of El Segundo Fire Department is currently an approved paramedic provider agency. We are authorized to administer emergency medical treatment and provide transport services. Over the last four years the Fire Department has responded, on average, to 1537 medical responses. The City of El Segundo currently provides manual patient care reporting to the Los Angeles County Emergency Medical Services Agency and seeks to comply with the County’s 2016 electronic data submission requirements.

   The City of El Segundo Fire Department seeks to purchase the electronic patient care reporting software through Digital EMS Solutions, Inc. This vendor is an approved Los Angeles County vendor and has been approved to replicate the existing emergency services report through the MedicClipboard software. This software mimics the Department’s current manual EMS report, making the transition from paper format to electronic submittal seamless. The efficiency and reduction in training costs for transition will assist the department in complying with the January 1, 2016 mandate. Likewise, this system meets the following Prehospital Care policies: 602, (Confidentiality of Patient Information), 606, (Documentation of Prehospital Care), and 607 (Electronic Submission of Prehospital Data), and secures the documentation and submission of Personal Health Information (PHI).

2. ☐ SOLE BRAND: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only.

   Why are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular good/service?

3. ☐ STANDARDIZATION REQUEST: The City requires the item(s) to standardize parts, design, quality, etc...

   If justification is based on matching with existing equipment, list the quantity, manufacturer, brand, and model of the existing equipment, and why the matching is required.

4. ☐ NON-COMPETITIVE RECOMMENDATION: Examples include time constraints, pre-qualified suppliers/contractors, and quality/reliable performance history.

   What are the special reasons, circumstances, or conditions that make a competitive purchase unfeasible and outside of the City’s policies and procedures?
I am aware of City of El Segundo’s policy for competitive bidding and the established criteria for a new Competitive Purchase Request.

Requestor: ______________________  Date: 7-21-15

Director: ______________________  Date: 7-21-15

Supervisor: ______________________  Date: 7-21-15

Finance: ______________________  Date: ______________________

Manager: ______________________  Date: 7-21-15

City Mgr.: ______________________  Date: ______________________
Digital EMS Subscription Agreement

SUBSCRIPTION AGREEMENT

This Medic Clipboard Subscription Agreement ("Agreement") is between Digital EMS Solutions Incorporated ("Digital EMS") and the undersigned customer ("Customer").

1. Medic Clipboard ("System")

1.1. Licensed Software. The licensed software is the Medic Clipboard system, a system comprising of multiple parts: an iOS (Apple's mobile operating system) application ("Front-End") that performs reporting of patient information, a web-based administrative support back-end ("Back-End") that performs data collection, analysis, and reporting over the Internet (the "Licensed Software") for the Emergency Medical Services (EMS) industry. Digital EMS Solutions Inc. owns all the rights to this software.

1.2. Professional Services. Digital EMS makes available many professional services ("Professional Services") per Section 4 to help maximize your investment in Digital EMS. Services include, but may not be limited to, Application Support, Classroom Training, Educational Resources, and Custom Programming to the System.

1.3. System Integration Services. Digital EMS integrates the System with many third-party systems, such as CAD (Computer-Aided-Dispatch), medical devices, billing, and local reporting systems. These integration services may be provided on a fee-for-services basis or may be included in the Subscription Fees, and/or evaluated on a case-by-case basis.

1.4. Data Collection Services. Digital EMS provides the System as a flexible data collection solution for the Customer using the proprietary electronic Patient Care Report ("ePCR") using mobile hardware and a secure file transfer that uploads data via the Internet (the "Data Collection Services"). Certain Data Collection Services require the Customer to procure and support hardware that meets the specifications set forth by Digital EMS. Digital EMS shall not be responsible for any loss or damages caused by the failure or nonperformance of any of the System described herein, and license fees due pursuant to Section 2 of this Agreement shall continue to accrue notwithstanding any period of downtime caused thereby.

1.5. Data Center Services. The Data Center ("Data Center") is comprised of infrastructure and services that host, manage, and support the System. Digital EMS is responsible for the Data Center as defined in Section 5.2 up to the point of eternal Internet access. It is the responsibility of the Customer to procure applicable hardware, software, and Internet Connectivity with sufficient bandwidth to meet the user demands. Digital EMS uses a third party Business Associate to handle the Data Center and hardware that support the Back-End part of the System. Digital EMS will do its due diligence to uphold this Agreement as defined herein.

2. INITIAL SETUP

2.1. Customer's Responsibilities for Setup. Customer must provide Internet connectivity to the System with sufficient bandwidth to meet the Customer's utilization demands. System performance is a function of bandwidth and latency time from client hardware to the System. Customer must connect to Back-End with a web browser that will support the latest web technologies. If the Customer is using Internet Explorer, the Customer must use version 8.0 or greater.

2.2. Customer Passwords. Both a login identity and a password are necessary to access the System Back-End through a web browser. The password provides a vital security in preventing unauthorized access to the Customer's Data and Confidential Information. Customer is responsible for keeping and maintaining the security of the passwords that are assigned to the Customers employees. Digital EMS
shall have no responsibility for the unauthorized access to the Customer’s Data or Confidential Information that results from the Customer’s Failure to keep secure the assigned passwords.

2.3. System Activation Date. The System Activation Date ("Activation Date") is defined in Schedule P. The System Activation Date is the date at which Digital EMS will activate the System to allow for Customer set-up of the Licensed Software via the Data Center.

2.4. System Go-Live Date. The System Go-Live Date ("Go-Live") is defined in Schedule P. The Go-Live date is the date at which the Customer has properly set up their Back-End, the Customers employees have been trained in the use of the System, and the Customer is ready for live field use of the System.

3. LICENSE AND FEES

3.1. License. Digital EMS hereby grants the Customer a non-exclusive, non-transferable, license to access the System on their iOS hardware and over the Internet, based on the payment of the Customer’s subscription fees as set forth in Schedule P.

3.2. Fees.

3.2.1. System Set-Up Fees. System Set-Up Fees are the one-time per Provider initial System Activation and Provider Set-up as set forth on Schedule P.

3.2.2. Subscription Fees. Customer agrees to pay Subscription Fees as set forth on Schedule P, which forms a part of this Subscription. Fees include: Data Center Services, Data Collection Services, Application Licensing, System Maintenance, and Application Support. System Upgrades are the sole prerogative of Digital EMS.

3.2.3. Invoicing. Following the identification of Customer’s System Go Live Date as set forth in Schedule P, Digital EMS will invoice the Customer for Subscription Fees in subsequent years on the Go Live anniversary date.

3.2.4. Payment. Year-One initial payment from Customer is due upon acceptance of this Agreement and all fees must be paid as set forth on Schedule P. For subsequent years, payment is due upon receipt of invoice and payment shall be made no later than 45 calendar days from the Go Live anniversary date.

3.2.4.1. Year-One pricing will be based on the average emergency medical reports for the preceding year. At the conclusion of Year-One, the difference between the estimate and the actual electronic Patient Care Reports ("ePCRs") uploaded will be calculated and the difference resolved at the agreed rate for Year-One. The difference shall be credited or paid to the respective party within 30 calendar days.

3.2.4.2. Year-Two pricing will be based on the actual electronic Patient Care Reports ("ePCRs") that are uploaded to the server during Year-One. At the conclusion of Year-Two, the difference between the estimate and the actual reports uploaded will be calculated and the difference resolved at the agreed rate for Year-Two. The difference shall be credited or paid to the respective party within 30 calendar days.

3.2.4.3. Year-Three pricing will be based on the actual electronic Patient Care Reports ("ePCRs") that are uploaded to the server during Year-Two. At the conclusion of Year-Three, the difference between the estimate and the actual ePCRs uploaded will be calculated and the difference resolved at the agreed rate for Year-Three. The difference shall be credited or paid to the respective party within 30 calendar days.

3.2.5. Taxes. In the future, Digital EMS may be required to collect sales tax from products and services provided to customers in the state of California. Digital EMS reserves the right to invoice the Customer those taxes that are imposed by any governmental authority upon the sale or delivery of items purchased or licensed. Customer shall only be responsible for any penalties or accruing interest respective to non-payment of Customer sales tax fees. Customer shall be held harmless by Digital EMS from penalties or accruing interest for failure of Digital EMS to pay sales tax.

3.2.6. Interest and Costs. Amounts not paid within 45 days of due date will bear interest at the rate of 2.0% annum on the unpaid balance each month, or such lesser rate of interest as shall be the maximum amount chargeable with respect to this account under the law in the effect in the state of California. In the event of non-payment or default by the Customer, Customer agrees that Customer will pay all costs of enforcement and collection, including reasonable attorney’s fees.

4. PROFESSIONAL SERVICES
4.1. Application Support. Digital EMS provides phone and email Application Support of the System at no additional cost to Customers who have completed Train-the-Trainer Classroom Training and are active Users. Application support is defined as help with application navigation or troubleshooting arising from the use of the System, as designed. Digital EMS's phone support will provide unlimited Customer support during the hours of 8:00 am - 5:00 pm PST. After-hour System support consists of a voice-messaging system in which the Customer will be required to leave a message containing a brief synopsis of the issue, and a contact name and number. It is Digital EMS's goal to return after-hour messages within one hour of receiving them or first thing in the morning for late night calls. As to avoid many calls from the Customer's employees, the Customer will designate one to five employees who will act as the point of contact between Digital EMS and the Customer. Application Support excludes supporting Customer procured hardware, OS and Internet connectivity.

4.2. Classroom Training. Digital EMS offers training regarding the use of the System for the benefit of its Customers. Training will be offered at the rate defined in Schedule P. Should the Customer, at a later date, require additional Training, it will be the Customer's responsibility to pay for the requested additional training.

4.3. Custom Programming. If the Customer desires to have the System perform in a way that is not already included in the System, this will require Digital EMS to perform Custom Programming ("Custom Programming"). The Customer will provide Digital EMS with an outlined requirement of such Custom Programming requirements, and will be responsible for obtaining the necessary Non-Disclosure Agreements ("NDA") for any third party vendor that the Customer wishes to have the System integrate with. Digital EMS will, at the request of the Customer, provide the Customer with the estimated Custom Programming quote after Digital EMS has assessed the necessary Custom Programming time required to complete such requirements. Digital EMS will not begin work on the said Custom Programming until the Customer has agreed to enter into a Software Development Agreement ("SDA") with Digital EMS. Digital EMS will charge the customer at the standard rate as defined below. The SDA is not included within this Agreement, and is a separate Agreement that the Customer will enter into with Digital EMS should the Customer request Custom Programming to be done by Digital EMS.

4.3.1. Developer's Services. Digital EMS shall provide to Customer professional services in the area of software development, human user Interface design, graphic design, web page design, application design and development, mobile device application design or development, project management, testing & QA, research or any other consulting, development, management, software or graphic services.

4.3.1.1. HOURLY RATE. In consideration of the Services to be performed by Developer under this Agreement, Client will pay Developer for time spent on Services, at the following rates:

$100 per hour Web Development, $125 per hour Mobile Development

5. DATA CENTER SERVICES

5.1. System Maintenance. Digital EMS will provide software upgrades and system enhancements when Digital EMS determines the upgrades are essential for the Customer. Digital EMS will coordinate the installation of software upgrades and system enhancements for Customer at no charge to the Customer. Should Digital EMS decide that upgrades or enhancements to the System are needed, Digital EMS will notify the customer one week in advance if the said upgrade or enhancement will cause an interruption to any part of the System. If the said upgrade or enhancement is to be made to the Front-End, explicit instructions will be sent to the Customer on how to do the said upgrade or enhancement as to minimize impact to the Customer's business activity.

5.2. System Access Level. Digital EMS is not responsible for loss of access to the Data Center for reasons that are beyond Digital EMS's reasonable control. With the exception for loss of access that is beyond Digital EMS's reasonable control, Digital EMS shall maintain a level of access to the Data Center (excluding periods of scheduled or emergency maintenance) of 99.8% Access Availability ("Access Availability"), 24 hours a day, 7 days a week, including holidays. System Access Unavailable ("System Access Unavailable")
is defined as the reported unscheduled inability of users of the Customer to access the Data Center and verification that the problem is within the Data Center.

6. TERM AND TERMINATION

6.1. Term Initiation. This agreement takes effect on the latest signature date below and continues through the conclusion of the Subscription Term or any subsequent renewed Subscription Terms. The Subscription Term (the “Term”) begins on the System Activation Date and ends at the conclusion of the period set forth in Schedule P or any subsequent renewed Subscription Terms. Subscription Fees commence on the System Activation Date and continue throughout the Term of this Agreement. Upon acceptance of this Agreement, Digital EMS will provide Customer with the appropriate login credentials to use the Licensed Software via Digital EMS’s Data Center and the Internet.

6.2. Term Renewal. This agreement may be renewed upon such terms and for such period set forth in a new Schedule P (the “Renewal Schedule P”) provided by Digital EMS and executed by Customer within thirty (30) days before the end of the then current Term. If Customer does not execute the Renewal Schedule P, this agreement shall automatically terminate upon expiration of the then current Term. When the conclusion of the period as set forth in Schedule P is nearing ninety (90) days from the Term conclusion, Digital EMS will issue a Renewal Schedule P to the Customer.

6.3. Termination. Either party may terminate the Agreement upon the other party’s material breach of this Agreement, if within 30 days of receipt of written notification of breach (10 days in the case of non-payment), the breaching party has failed to cure its breach. Digital EMS may terminate Customer’s access to the System immediately upon Termination of the Agreement. In the event of early Termination due to material breach by the Customer, Customer shall be responsible for Early Termination Fee per Section 6.4 of this Agreement. In the event of early Termination due to material breach by Digital EMS, Customer shall not be responsible for Early Termination Fee as set forth in Section 6.4. Notwithstanding anything in this Section 6 or in this Agreement to the contrary, Customer may terminate this Agreement and Customer obligations hereunder during the Initial Term or any subsequent renewal Term, without cause, for any reason, or for no reason, and in Customer’s sole and absolute discretion by payment to Digital EMS of the Early Termination Fee as set forth in Section 6.4. Digital EMS acknowledges and agrees that payment of such Early Termination Fee shall be Digital EMS’s sole remedy therefore. Customer must notify Digital EMS of its intention for early Termination by written notification at least 90 days before the desired Termination date. Early Termination must occur on a monthly anniversary of the then current Term.

6.4. Early Termination Fee. Customer agrees to pay all fees as stipulated on the Schedule P on an annual basis throughout the term of the Agreement. Upon early Termination of the Agreement, all records uploaded to the system will be prorated at the standard fee as stipulated on Schedule P and any remaining balance will be refunded to the customer.

7. PROPRIETARY RIGHTS OF DIGITAL EMS IN THE LICENSED SOFTWARE

7.1. Nature of Rights and Title. Customer acknowledges that the System and System documentation manuals and other proprietary information, materials supplied by Digital EMS to Customer are and shall remain the property of Digital EMS and nothing in this Agreement shall be construed as transferring any aspect of such Customer or any third party. Any changes, additions, and enhancements in the form of a new or partial programs or documentation as may be provided under this Agreement shall remain the proprietary property of Digital EMS. Customer agrees with Digital EMS that the System documentation and all other proprietary information or data supplied by Digital EMS are trade secrets of Digital EMS, are protected by criminal and civil law, and by the law of copyright, are valuable to Digital EMS, and that their use and disclosure must be carefully and continuously controlled. Customer shall keep each and every item to which Digital EMS retains title free and clear of all claims, liens, and encumbrances except those of Digital EMS and any act of Customer, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.

7.2. Unauthorized Acts. Customer agrees to notify Digital EMS promptly of the unauthorized possession, use, or knowledge of any item supplied under this license and of other information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have
such possession, use, or knowledge. Customer will promptly furnish full details of such possession, use or knowledge to Digital EMS, will assist in preventing the continuation or recurrence of such possession, use or knowledge, and will cooperate with Digital EMS in any litigation against third party deemed necessary by Digital EMS to protect its proprietary rights. Customer's compliance with this subparagraph shall not be construed in any way as waiver to Digital EMS's right, if any, to recover damages or obtain other relief against Customer for its negligent or intentional harm to Digital EMS's proprietary rights, or for breach of contractual rights.

7.3. Remedies. If Customer attempts to use, copy, license, sub-license or otherwise transfer the Licensed Software or access to the System supplied by Digital EMS under this Agreement, in a manner contrary to the terms of this Agreement or in competition with Digital EMS or in derogation of Digital EMS's proprietary rights, whether these rights are explicitly stated, determined by law, or otherwise, Digital EMS shall have the right to injunctive relief enjoining such action, in addition to any other remedies available. Customer acknowledges that other remedies are inadequate.

7.4. Infringement Indemnification. Digital EMS shall indemnify, defend and hold harmless Customer from and against any and all lost, cost, damage, or liability, including reasonable attorneys' fees and expenses, arising out of or relating to any claim or cause of action for patent, copyright, and/or other intellectual property infringement. ("Infringement Claim") asserted against Customer by virtue of the System, Software or Documentation or Customer's use of possession of the System, Software or Documentation pursuant to this agreement. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. It is expressly understood and agreed that the foregoing provisions will survive termination of this order. Digital EMS shall defend and settle at its sole expense all suits and proceedings arising out of the foregoing, providing that Customer gives Digital EMS prompt written notice of any such Infringement Claim of which it learns. In the event any Infringement Claim is asserted by a third party with respect to the System or Customer's use thereof, then and in that event, Customer may terminate its use of the System and/or this Agreement without payment of any Early Termination Fee.

8. LIMITED WARRANTY

8.1. Software. For duration of this Agreement (the "Warranty Period"), Digital EMS will checkout, document and deliver any amendments or alterations to the License Software that may be required to correct errors which significantly effect performance. This warranty is contingent upon the Customer advising Digital EMS in writing of such errors. Digital EMS shall not be responsible for maintaining Customer-modified portions of the License Software. Corrections for difficulties or defects traceable to Customer errors or System changes will be billed at the standard Digital EMS time and materials rates.

THE LIMITED WARRANTY SET FORTH IN THE AGREEMENT IS THE ONLY WARRANTY MADE BY DIGITAL EMS. DIGITAL EMS EXPRESSLY DISCLAIMS, AND CUSTOMER HERBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE. DIGITAL EMS DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT, EXCEPT AS REQUIRED HEREIN TO ADDRESS ERRORS THAT SIGNIFICANTLY EFFECT PERFORMANCE, ERRORS IN THE LICENSE SOFTWARE WILL BE CORRECTED. DIGITAL EMS' LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF DIGITAL EMS FOR THE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE SYSTEM.

9. DATA

9.1. Use. Customer grants Digital EMS a perpetual, royalty-free license to compile, analyze, use and distribute de-identified aggregated data derived from information and data obtained through the Customer's use
of the System during the Term. Digital EMS represents and warrants that it will only employ methods to de-identify the data that do not involve actual disclosure or Protected Health Information to Digital EMS.

9.2. **Backups.** Customer's full data will be backed up on a daily basis with a fourteen (14) day retention of said backup. Digital EMS will maintain the copy of the full backup for a period of fourteen (14) days at which time it will be deleted to ensure space for the following fourteen (14) days of backup data. Customer's backup(s) will be maintained on a rolling basis and Digital EMS will not be responsible for archiving more than the most recent fourteen (14) days of full backup data. Digital EMS will take commercially reasonable steps to maintain data integrity of any backup, but Digital EMS is not responsible for loss of data or data integrity so long as Digital EMS has performed the backup in a commercially reasonable manner.

10. **BUSINESS ASSOCIATE AGREEMENT**

This business associate Agreement ("Agreement"), effective as of Activation Date, is entered into by and between Digital EMS ("Business Associate") and Customer (the "Covered Entity").

10.1. **DEFINITIONS**

10.1.1. **Business Associate.** "Business Associate" shall mean Digital EMS.

10.1.2. **Covered Entity.** "Covered Entity" shall mean Customer.

10.1.3. **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

10.1.4. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10.1.5. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

10.1.6. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

10.1.7. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

10.2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

10.2.1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

10.2.2. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.

10.2.3. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware.

10.2.4. Business Associate agrees to ensure that in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

10.2.5. Business Associate agrees to make available PHI in a designated record set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524

10.2.6. Business Associate agrees to make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526

10.2.7. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528
10.2.8. Business Associate agrees to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and

10.2.9. Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

10.3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

10.3.1. Business Associate may only use or disclose PHI only as permitted or required by this Agreement or as required by law

10.3.2. Business Associate may use or disclose PHI as required by law.

10.3.3. Business Associate agrees to make uses and disclosures and requests PHI consistent with Covered Entity's minimum necessary policies and procedures.

10.3.4. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

10.3.5. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

10.3.6. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

10.3.7. Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

10.4. OBLIGATIONS OF COVERED ENTITY

10.4.1. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

10.4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

10.4.3. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

10.5. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity. An exception is if the Business Associate will use or disclose protected health information for, data aggregation or management and administrative activities of Business Associate.

10.6. TERM AND TERMINATION

10.6.1. Term. The Term of this Agreement shall be effective as of Activation Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

10.6.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
10.6.2.1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
10.6.2.2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
10.6.2.3. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

10.6.3. Effect of Termination

10.6.3.1. Except as provided in paragraph 10.6.3.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

10.6.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon sixty (60) days that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

10.7. MISCELLANEOUS

10.7.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

10.7.2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

10.7.3. Survival. The respective rights and obligations of Business Associate under Section 10.6.3 of this Agreement shall survive the termination of this Agreement.

10.7.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

11. GENERAL

Section 11 sometimes refers to Digital EMS and Customer as each a “Party” and collectively the “Parties”.

11.1. Amendment. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and of Digital EMS, and variance from the terms and conditions of this Agreement in any order or other written notification from the Customer will be of no effect.

11.2. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or imparted thereby.

11.3. Applicable Law. This Agreement shall, in all respects, be interpreted, construed, and governed by and under the domestic laws of the State of California. Any judicial or arbitral proceedings brought to interpret or enforce this Agreement shall be brought in the County of Los Angeles, State of California.

11.4. Entirety of Agreement. Digital EMS and Customer hereto acknowledge and agree that this instrument and other instruments specifically referred to herein, if any, constitute and contain the entire Agreement.
and understanding concerning the subject matter between Digital EMS and Customer and supersede and replace all prior negotiations and proposed agreements, whether written or oral. Each of the parties warrants that no other party or any agent or attorney of any other party has made any promise, representations, or warranty whatsoever not contained herein to induce it to execute the Agreement and the other documents referred to herein, if any. Each of the Parties represents that they have not executed this Agreement in reliance on any promise, representation, or warranty whatsoever not contained herein, to induce them to execute this Agreement and the other documents referred to herein, if any. Each of the Parties represents that he has not executed this Agreement or the other documents, if any, in reliance on any promise, representation, or warranty not contained herein.

11.5. **Headings.** The various headings used in this Agreement are inserted for convenience only, and do not vary the meaning of the Agreement.

11.6. This Agreement may be executed in counterparts, and any signature evidenced by facsimile or scanned and emailed shall have the same validity as an original ink signature.

IN WITNESS HEREOF, Digital EMS and Customer execute this Agreement by their signatures on the dates listed herein below.

**CITY OF EL SEGUNDO**

Greg Carpenter,
City Manager

**DIGITAL EMS SOLUTIONS INC.**

Ricky Olivarez
07-21-2015
Date

**ATTEST:**

Tracy Weaver,
City Clerk

Taxpayer ID No. 27-2674189

**APPROVED AS TO FORM:**

MARK D. HENSLEY, City Attorney

By: 

David King, Assistant City Attorney
- SCHEDULE P -  
City of El Segundo Fire Department

Proposal Valid: March 11, 2015 to August 31, 2015  
Contract Term: Three (3) Years

YEAR ONE FEES  
*Medic Clipboard Subscription Fees*

<table>
<thead>
<tr>
<th>Description</th>
<th>Standard Fee</th>
<th>Discount Fee</th>
<th>Projected PPU Uploads</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price per incident uploaded (PPU)</td>
<td>$5.00 per PPU</td>
<td>$3.00 per PPU</td>
<td>1,500</td>
<td>$4,500.00</td>
</tr>
</tbody>
</table>

Subtotal Subscription Fees $4,500.00

**Note:**
1. Discount is provided for agencies choosing the annual fee option.
2. Price per incident uploaded, (PPU) are ePCRs that have been uploaded to the Back-End System for storage.
3. PPU for Year-One is estimated from the department’s EMS medical incidents from the previous fiscal year.
4. Discount annual fee option for Year Two @ $3.25 per PPU and Year Three @ $3.75 per PPU.

See Subscription Agreement for terms of contract.

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Term</th>
<th>Qty</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faxing (Optional)</td>
<td>$0.10 per PPU</td>
<td>Yearly</td>
<td>1,500</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

SYSTEM SET-UP FEES  
*Activation/Implementation Fees*

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Discount</th>
<th>Qty</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Medic Clipboard System Activation</em></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>$0</td>
</tr>
</tbody>
</table>

Subtotal Activation/Implementation Fees $0

Interface Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Term</th>
<th>Qty</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAD / RMS</td>
<td>$4,500.00</td>
<td>3 Year</td>
<td>1</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Billing</td>
<td>Included</td>
<td>3 Year</td>
<td>1</td>
<td>$0</td>
</tr>
<tr>
<td>DHS Reporting</td>
<td>Included</td>
<td>3 Year</td>
<td>1</td>
<td>$0</td>
</tr>
</tbody>
</table>

Subtotal Interface Fees $4,500.00

**Note:** The cost of any CAD/RMS system changes effecting integration with the Medic Clipboard are the responsibility of the client.

Training Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Term</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Onsite Training</td>
<td>$700.00</td>
<td>Four Sessions</td>
<td>$700.00</td>
</tr>
</tbody>
</table>

Subtotal Training Fees $700.00

**Note:** Digital EMS provides four training sessions consisting of three drills for Train-The-Trainer platoon-based personnel and an administrative training session for managers and nurse educators. Training can be up to three hours for each session.
- SCHEDULE P -
City of El Segundo Fire Department

Proposal Valid: March 11, 2015 to August 31, 2015  
Contract Term: Three (3) Years

Proposed System Costs and System Dates

| YEAR ONE FEES |  
|---|---|
| *Medic Clipboard* Subscription Fees | $4,500.00 |

| SYSTEM SET-UP FEES |  
|---|---|
| Activation/Implementation Fees | $0 |
| Interface Fees | $4,500.00 |
| Training Fees | $700.00 |
| **Total** | **$9,700.00** |

Faxing Option  
**$150.00**

Grand Total  
**$9,850.00**

**System Dates**

| Activation Date (TBD By Customer) |  
|---|---|
| Estimated Go-Live Date (TBD By Customer,) |  
| Contract terminates 3 years from the “Go Live” Date |  

Schedule P is a component of the Subscription Agreement. All fees are due upon acceptance of this Agreement and must be paid in full five (5) days before the Activation Date. The undersigned agrees to the terms identified in the Schedule P Activation/Implementation agreement.

**City of El Segundo Department**

---

Authorized Customer Signature / Date

---

Printed Name / Title

**Digital EMS Solutions Inc.**

---

Authorized Digital EMS Solutions Inc. Signature / Date

---

Ricky Olivarez, CEO

---

Printed Name / Title
# SCHEDULE P
City of El Segundo Fire Department

## Estimated Costs for Annual Budgeting

### YEAR TWO FEE (Projected)

**Medic Clipboard Subscription Fees**

<table>
<thead>
<tr>
<th>Description</th>
<th>Standard Fee</th>
<th>Discount Fee</th>
<th>Projected PPU Uploads</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price per incident uploaded (PPU)</td>
<td>$5.00 per PPU</td>
<td>$3.25 per PPU</td>
<td>1,500</td>
<td>$4,875.00</td>
</tr>
</tbody>
</table>

Subtotal Subscription Fees $4,875.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Term</th>
<th>Qty</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faxing (Optional)</td>
<td>$0.10 per PPU</td>
<td>Yearly</td>
<td>1,500</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

**YEAR TWO FEES**

- Medic Clipboard Subscription Fees $4,875.00
- Faxing Option $150.00
- Grand Total $5,025.00

### YEAR THREE FEE (Projected)

**Medic Clipboard Subscription Fees**

<table>
<thead>
<tr>
<th>Description</th>
<th>Standard Fee</th>
<th>Discount Fee</th>
<th>Projected PPU Uploads</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price per incident uploaded (PPU)</td>
<td>$5.00 per PPU</td>
<td>$3.75 per PPU</td>
<td>1,500</td>
<td>$5,625.00</td>
</tr>
</tbody>
</table>

Subtotal Subscription Fees $5,625.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Term</th>
<th>Qty</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faxing (Optional)</td>
<td>$0.10 per PPU</td>
<td>Yearly</td>
<td>1,500</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

**YEAR THREE FEES**

- Medic Clipboard Subscription Fees $5,625.00
- Faxing Option $150.00
- Grand Total $5,775.00

The Estimated Costs For Annual Budgeting are based on information that was provided to Digital EMS Solutions and is provided in good faith. These figures are not in any way, shape or form intended to be the actual costs of the software program.
AGENDA DESCRIPTION:

Consideration and possible action to 1) award a standard Public Works Contract to the lowest responsible bidder, CLS Constructors, for the 2014-2015 Curb, Gutter, Sidewalk, and other Concrete Improvements Project, 2) amend the Maintenance Agreement with West Coast Arborist for tree removal and replacement at locations associated with the Project, 3) authorize additional work up to the budgeted amount. Project No. PW 14-16 (Fiscal Impact: $500,000.00)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute a standard Public Works Contract, in a form as approved by the City Attorney, with CLS Constructors in the amount of $216,701.25 for the 2014-15 Curb, Gutter, Sidewalk and other Concrete Improvements Project;

2. Authorize the City Manager to amend the Maintenance Agreement with West Coast Arborist, in a form approved by the City Attorney, for tree removal and replacement services associated with the concrete repairs for an amount not to exceed $55,000.00

3. Authorize an additional contingency of $28,298.75 for unforeseen conditions;

4. Authorize an additional $200,000.00 for additional Project locations based on the Contractor’s unit bid price.

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

ATTACHED SUPPORTING DOCUMENTS:

Concrete Repair Locations List

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $500,000.00
Additional Appropriation: No
Account Number(s): 301-400-8203-8705 (Capital Improvement Fund)

ORIGINATED BY: Arianne Bola, Senior Engineer Associate
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The Public Works Department administers an annual concrete improvements program to repair defective sidewalks, curbs and gutters throughout the City. The program is intended to eliminate tripping hazards, ensure public safety, and restore proper drainage flows affected by the defective areas.
This year, the City allocated $500,000 to address many of the highest priority concrete repair locations within the City (many in the upcoming slurry area), provided that no other work is required first on any private property adjacent to the area to be repaired. Staff prepared plans for 258 locations (see attached list), estimating that this amount of work would be close to the allocated budget. However, the low bids came in much lower than expected, leaving a significant amount of funding still available for additional work in this year’s budget (see bid summary below).

On May 19, 2015, the City Council adopted the plans and specifications for Project No. PW 14-16, 2014-2015 Curb, Gutter, Sidewalk, and Other Concrete Improvements Project, and authorized staff to advertise the project for receipt of construction bids. On June 30, 2015, The City Clerk received and opened nine (9) bids as follows:

<table>
<thead>
<tr>
<th></th>
<th>Base Bid</th>
<th>Alternate Bid</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>CLS Constructors, Inc.</td>
<td>$173,899.00</td>
<td>$42,802.25</td>
</tr>
<tr>
<td>2.</td>
<td>FS Construction</td>
<td>$196,189.00</td>
<td>$45,008.00</td>
</tr>
<tr>
<td>3.</td>
<td>Rojas Construction</td>
<td>$150,814.16</td>
<td>$97,957.00</td>
</tr>
<tr>
<td>4.</td>
<td>CJ Concrete Construction, Inc.</td>
<td>$248,870.00</td>
<td>$51,658.00</td>
</tr>
<tr>
<td>5.</td>
<td>Sully- Miller Contracting Co.</td>
<td>$286,845.00</td>
<td>$68,250.00</td>
</tr>
<tr>
<td>6.</td>
<td>NoBest Inc.</td>
<td>$303,858.00</td>
<td>$57,790.00</td>
</tr>
<tr>
<td>7.</td>
<td>All American Asphalt</td>
<td>$330,767.00</td>
<td>$51,823.80</td>
</tr>
<tr>
<td>8.</td>
<td>Ruiz Concrete &amp; Paving Inc.</td>
<td>$262,365.80</td>
<td>$121,084.35</td>
</tr>
<tr>
<td>9.</td>
<td>Martinez Concrete, Inc.</td>
<td>$346,620.90</td>
<td>$58,348.65</td>
</tr>
</tbody>
</table>

When considering both the Base Bid and Alternate Bid, the lowest responsible bidder was CLS Constructors. Staff verified the contractor’s references, state license(s) and DIR registration status. Its State contractor license and DIR registration are in good standing and CLS Constructors has satisfactorily completed jobs of similar size and scope for many other public agencies.

Recognizing the need to remove several trees prior to concrete repairs in some locations listed in the approved specifications (approximately 28 trees), Public Works staff coordinated with Recreation and Parks staff on the tree removal and replacement process. The City currently has an active contract with West Coast Arborist for the City’s tree maintenance service and can utilize that current contract for the additional tree removal services needed for the concrete project. Staff estimated the tree removal and replacement cost associated with the concrete repairs project to be less than $55,000. The final costs are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Construction Cost for Base Bid</td>
<td>$173,899.00</td>
</tr>
<tr>
<td>Proposed Construction Cost for Alternate Bid</td>
<td>+$42,802.25</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$216,701.25</strong></td>
</tr>
<tr>
<td>Tree Removal and Replacement Service</td>
<td>$ 55,000.00</td>
</tr>
<tr>
<td>Project Contingency</td>
<td>$ 28,298.75</td>
</tr>
<tr>
<td>Additional Concrete Repairs</td>
<td>+$200,000.00</td>
</tr>
<tr>
<td><strong>Total Construction Budget</strong></td>
<td><strong>$500,000.00</strong></td>
</tr>
</tbody>
</table>

Therefore, staff recommends that City Council:
1) Award a standard public works contract to CLS Constructors for $216,701.25;
2) Approve an amendment with West Coast Arborists for $55,000.00;
3) Authorize $28,298.75 in additional contingencies; and
4) Authorize a contract amendment for $200,000.00 for additional concrete repairs in high priority areas. The amendment would only be executed once staff has determined that CLS Constructors provides high quality work. The additional concrete work would be calculated at CLS Constructors unit bid cost.

The tentative project schedule is:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Due Date</td>
<td>June 30</td>
</tr>
<tr>
<td>Council Award</td>
<td>August 4</td>
</tr>
<tr>
<td>Construction begins</td>
<td>Mid September</td>
</tr>
<tr>
<td>Project ends</td>
<td>February 2016</td>
</tr>
<tr>
<td>Project Closeout</td>
<td>March – April 2016</td>
</tr>
</tbody>
</table>
# 2014-2015 CURB, GUTTER, SIDEWALK, AND OTHER CONCRETE IMPROVEMENTS

**PROJECT NO. PW 14-16**

## A. CONCRETE REPAIR LOCATIONS FOR BASE BID ITEMS

<table>
<thead>
<tr>
<th>NO.</th>
<th>ADDRESS</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>4&quot; SIDEWALK (SF)</td>
</tr>
<tr>
<td>1</td>
<td>Imperial - 546 W</td>
<td>48</td>
</tr>
<tr>
<td>2</td>
<td>Imperial - 428 W</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Acacia - 201 W (on Cedar)</td>
<td>116</td>
</tr>
<tr>
<td>4</td>
<td>Virginia - 963</td>
<td>48</td>
</tr>
<tr>
<td>5</td>
<td>Virginia - 925</td>
<td>80</td>
</tr>
<tr>
<td>6</td>
<td>Virginia - 805</td>
<td>32</td>
</tr>
<tr>
<td>7</td>
<td>Virginia - 826</td>
<td>16</td>
</tr>
<tr>
<td>8</td>
<td>Walnut - 503 W</td>
<td>112</td>
</tr>
<tr>
<td>9</td>
<td>Virginia - 861 (on Walnut)</td>
<td>32</td>
</tr>
<tr>
<td>10</td>
<td>Walnut - 512 W</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Walnut - 310 W</td>
<td>32</td>
</tr>
<tr>
<td>12</td>
<td>Sycamore - 124</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Yucca - 747</td>
<td>224</td>
</tr>
<tr>
<td>14</td>
<td>Palm - 521</td>
<td>25</td>
</tr>
<tr>
<td>15</td>
<td>Walnut - 205</td>
<td>16</td>
</tr>
<tr>
<td>16</td>
<td>Walnut- 202 E</td>
<td>240</td>
</tr>
<tr>
<td>17</td>
<td>Walnut - 340</td>
<td>104</td>
</tr>
<tr>
<td>18</td>
<td>Walnut - 406</td>
<td>120</td>
</tr>
<tr>
<td>19</td>
<td>Eucalyptus - 738</td>
<td>180</td>
</tr>
<tr>
<td>20</td>
<td>Mariposa - 303 on Eucalyptus</td>
<td>140</td>
</tr>
<tr>
<td>21</td>
<td>Acacia - 321 E</td>
<td>96</td>
</tr>
<tr>
<td>22</td>
<td>Eucalyptus - 850</td>
<td>80</td>
</tr>
<tr>
<td>23</td>
<td>Cypress- 922</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Sheldon- 816</td>
<td>80</td>
</tr>
<tr>
<td>25</td>
<td>Sheldon - 628</td>
<td>32</td>
</tr>
<tr>
<td>26</td>
<td>Sycamore - 411</td>
<td>56</td>
</tr>
<tr>
<td>27</td>
<td>Sheldon - 826</td>
<td>24</td>
</tr>
<tr>
<td>28</td>
<td>Sheldon - 816</td>
<td>112</td>
</tr>
<tr>
<td>29</td>
<td>Imperial - 328 on Sheldon</td>
<td>60</td>
</tr>
<tr>
<td>30</td>
<td>Sheldon - 917</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Cypress - 935 on Acacia</td>
<td>84</td>
</tr>
<tr>
<td>32</td>
<td>Sycamore - 221</td>
<td>140</td>
</tr>
<tr>
<td>33</td>
<td>Sycamore - 203</td>
<td>64</td>
</tr>
<tr>
<td>34</td>
<td>Maple - 533</td>
<td>64</td>
</tr>
<tr>
<td>35</td>
<td>Maple - 228</td>
<td>96</td>
</tr>
<tr>
<td>NO.</td>
<td>ADDRESS</td>
<td>TYPE OF WORK</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4&quot; SIDEWALK (SF)</td>
</tr>
<tr>
<td>36</td>
<td>Main - 763 (on Maple)</td>
<td>16</td>
</tr>
<tr>
<td>37</td>
<td>Maple - 115</td>
<td>8</td>
</tr>
<tr>
<td>38</td>
<td>Maple - 227</td>
<td>8</td>
</tr>
<tr>
<td>39</td>
<td>Maple - 303</td>
<td>40</td>
</tr>
<tr>
<td>40</td>
<td>Oak - 303</td>
<td>16</td>
</tr>
<tr>
<td>41</td>
<td>Oak - 227</td>
<td>32</td>
</tr>
<tr>
<td>42</td>
<td>Oak - 421</td>
<td>64</td>
</tr>
<tr>
<td>43</td>
<td>Palm - 412</td>
<td>60</td>
</tr>
<tr>
<td>44</td>
<td>Palm - 422</td>
<td>16</td>
</tr>
<tr>
<td>45</td>
<td>Palm - 510</td>
<td>148</td>
</tr>
<tr>
<td>46</td>
<td>Palm - 536</td>
<td>48</td>
</tr>
<tr>
<td>47</td>
<td>Palm - 427</td>
<td>32</td>
</tr>
<tr>
<td>48</td>
<td>Palm - 415</td>
<td>112</td>
</tr>
<tr>
<td>49</td>
<td>Virginia - 703 (on Palm)</td>
<td>80</td>
</tr>
<tr>
<td>50</td>
<td>Palm (next to library close to Main)</td>
<td>48</td>
</tr>
<tr>
<td>51</td>
<td>Palm - Library</td>
<td>320</td>
</tr>
<tr>
<td>52</td>
<td>Palm - 123</td>
<td>96</td>
</tr>
<tr>
<td>53</td>
<td>Palm - 135</td>
<td>112</td>
</tr>
<tr>
<td>54</td>
<td>Palm - 317</td>
<td>84</td>
</tr>
<tr>
<td>55</td>
<td>Virginia - 702 on Palm</td>
<td>232</td>
</tr>
<tr>
<td>56</td>
<td>Virginia - 714</td>
<td>196</td>
</tr>
<tr>
<td>57</td>
<td>Virginia - 718</td>
<td>100</td>
</tr>
<tr>
<td>58</td>
<td>Maple - 426 E</td>
<td>20</td>
</tr>
<tr>
<td>59</td>
<td>Maple - 404 E</td>
<td>18</td>
</tr>
<tr>
<td>60</td>
<td>Maple - 326 E</td>
<td>52</td>
</tr>
<tr>
<td>61</td>
<td>Maple - 322 E</td>
<td>32</td>
</tr>
<tr>
<td>62</td>
<td>Maple - 312 E</td>
<td>48</td>
</tr>
<tr>
<td>63</td>
<td>Maple - 120 E</td>
<td>80</td>
</tr>
<tr>
<td>64</td>
<td>Maple - 329 E</td>
<td>15</td>
</tr>
<tr>
<td>65</td>
<td>Eucalyptus - 732</td>
<td>100</td>
</tr>
<tr>
<td>66</td>
<td>Hillcrest - 423</td>
<td>92</td>
</tr>
<tr>
<td>67</td>
<td>Loma Vista - 413</td>
<td>16</td>
</tr>
<tr>
<td>68</td>
<td>Loma Vista - 358</td>
<td>67</td>
</tr>
<tr>
<td>69</td>
<td>Loma Vista - 358 (next door)</td>
<td>54</td>
</tr>
<tr>
<td>70</td>
<td>Pine - 615 (next door)</td>
<td>102</td>
</tr>
<tr>
<td>71</td>
<td>Valley - 427</td>
<td>98</td>
</tr>
<tr>
<td>72</td>
<td>Valley - 421</td>
<td>96.5</td>
</tr>
<tr>
<td>NO.</td>
<td>ADDRESS</td>
<td>4&quot; SIDEWALK (SF)</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>73</td>
<td>Mariposa - next to baseball cor Virginia</td>
<td>248</td>
</tr>
<tr>
<td>74</td>
<td>Hillcrest - 517</td>
<td>144</td>
</tr>
<tr>
<td>75</td>
<td>Mariposa - 544 W</td>
<td>60</td>
</tr>
<tr>
<td>76</td>
<td>Maple - 1432</td>
<td>176</td>
</tr>
<tr>
<td>77</td>
<td>California - 841</td>
<td>64</td>
</tr>
<tr>
<td>78</td>
<td>Indiana - 723 Ct</td>
<td>352</td>
</tr>
<tr>
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## 2014-2015 CURB, GUTTER, SIDEWALK, AND OTHER CONCRETE IMPROVEMENTS
PROJECT NO. PW 14-16

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EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

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 Kovacevich, Assistant City Attorney
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
On Tuesday, July 14, 2015 the Park Vista Senior Housing Board held a Special Meeting to review the bids received and walked the job site with the Director of Public Works to better understand the proposed construction project and options available. The Board then requested that the item be agendized for the regularly scheduled July 22, 2015 Board meeting. At that meeting the Board directed staff to proceed with a scaled down repair plan. Staff is now in the process of executing contract documents to complete the work, which will include installing six (6) new drains and applying new elastomeric deck coating on the balconies of three (3) units.

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.
EL SEGUNDO CITY COUNCIL  MEETING DATE:  August 4, 2015
AGENDA ITEM STATEMENT  AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action to enter into a Professional Services Agreement with Isaac Sports Group to provide consulting services related to the design, development, and construction of the new Aquatics Center at Wiseburn High School and plan for the future renovation of the Urho Saari Swim Stadium.

(Fiscal Impact: Not to Exceed $50,000 over the course of FY14/15, FY15/16, FY16/17 & FY17/18)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to enter into an agreement for consulting services in a form approved by the City Attorney for Aquatic Facility and Program Consulting Services; and,
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Aquatic Program Consulting Proposal – Isaac Sports Group

FISCAL IMPACT: Not to Exceed $50,000 (Aquatics Trust Fund – over the course of FY14/15, FY15/16, FY16/17 & FY17/18)

  Amount Budgeted:  $0
  Additional Appropriation:  $50,000
  Account Number(s):  702-400-5202-8476

PREPARED BY:  Meredith Petit, Director of Recreation & Parks
REVIEWED BY:  Greg Carpenter, City Manager
APPROVED BY:  Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

In May 2013, the City of El Segundo and Wiseburn School District entered into a Settlement Agreement that called for Wiseburn to commit $6,000,000 to the construction of an aquatics facility and the City to operate and maintain the facility into the future. According to the agreement, the City would also be responsible for any design and construction costs in excess of $6,000,000.

In August 2014, the City Council selected the Isaac Sports Group to conduct an *Aquatics Facility Program, Financial, and Sustainability Analysis*, and in February 2015 the report was presented to City Council. The report offered three potential facility design concepts offering varying degrees of amenities and pool sizes. In March 2015, the City Council voted to proceed with the “Upgrade Option” with an estimated cost of $10,600,000 and designated $1,800,000 from the Aquatics Trust Fund towards the new facility, with the desire to fundraise to be able to construct the new “Upgrade Option” pool as well as renovate the aging Urho Saari Swim Stadium.

Currently, City and Wiseburn officials are cooperatively working to amend and update the Settlement Agreement to begin the next step in facility design. In preparations for the next steps in the process, staff is recommending to continue to utilize the consulting services of Isaac Sports Group to represent the City’s interests in facility design and equipment selection. Additional services that could be provided by
Isaac Sports Group based on the evolution and timing of the project include: Action Plan and Timeline, Renovation of the Urho Saari Swim Stadium, Facility and Program Marketing and Fundraising, Program Preparation, Facility Management Plans, and Financial Analysis.

The services would be provided on an as needed basis and billed at hourly rates of $175 or $150 per hour depending on the task assignment. The term of agreement is suggested to be approved for three years, from August 2015 through July 2018, with a not to exceed amount of $50,000. Should additional services be requested beyond the initial amount, staff will request an additional appropriation of funds at that time.

City staff, stakeholders, and elected officials provided positive feedback about their interactions with the Isaac Sports Group on their previous assignment. The *Aquatics Facility Program, Financial, and Sustainability Analysis* was thorough and provided the City Council with pertinent information to move forward in this project. While professional service agreements generally are required to go through a request for proposal process, given the prior related work performed by the consultant and its past performance and familiarity with the project, staff recommends that Council waive the request for proposal process and select Isaac Sports Group for this consulting project and approving funds to be used from the Aquatics Trust Fund Account.
City of El Segundo  
El Segundo Recreation and Parks Department  

Aquatic Program Consulting Proposal  
July 1, 2015  

OVERVIEW  
The Isaac Sports Group ("ISG") has recently completed a Programming, Design, and Financial Analysis of the El Segundo Wiseburn High School Aquatic Center project. The joint project between the City and the School District has been approved and the funding and design process is well underway. During the development of the new aquatic center leading up to the opening of the facility the El Segundo Recreation and Parks Department and the City will be facing many issues in their overall aquatic programs; including the renovation and plan for the existing Uhro Saari Swim Stadium and many program, design, management, marketing, and operational issues with both pools.  

The City wishes to explore an ongoing consulting relationship with the Isaac Sports Group to provide key services during the development process of the new Aquatic Center and the transition and integration of existing City aquatic facilities and programs.  

ISG SCOPE OF SERVICES  
Based on discussions with the City, Recreation and Parks leadership, project stakeholders, and ISG experience, ISG proposes to provide a broad scope of Services which can include the following. ISG understands that not all of the Services may be utilized by the City based on the evolution and timing of the project and additional resources the City may bring to the project.  

Action Plan and Timeline  
It will be very important to develop a management, programming development, and action timeline to parallel the design, development, and construction timeline to insure the initial success of both the Aquatic Center and the Uhro Saari Swim Stadium  
- Develop facility action plan and timeline working back from facility opening  
  - Any additional private funding needed to fully fund project  
  - Management model-reorganization of Plunge model integrated with new Aquatic Center  
  - Hiring of any new key staff in advance of opening  
    - Management  
    - Staff
- Training
  - Development of programs for both facilities prior to opening
  - Partnership programs prior to opening
    - Commitments from outside user groups
  - Marketing of facility and programming
  - Countdown to opening and Grand Opening
- Integrate facility action timeline with Aquatic Center design and construction timeline
- Develop renovation timeline and action plan for The Plunge integrated with timeline for the Aquatic Center

Renovation of the Uhro Saari Swim Stadium
- Expand on evaluation of The Plunge and recommendations already completed by ISG
- Work with City and Recreation and Parks to further develop the renovation plan for the Plunge including:
  - Prioritize needs and code requirements
  - Timeline
  - Costing
  - Funding
  - Analysis of return on investment
    - Annual operating costs
    - Annual and long term maintenance
    - Future cost savings
  - Impact on programming
- Coordinate renovation plan with Aquatic Center Timeline

Design and Construction
- Work with and on behalf of the City to help coordinate the design, development, and construction process with the School District, Architects, Engineers, and General Contractor
  - Ensure the facility design and execution supports the goals and objectives of the City and the El Segundo School District in the most cost effective manner
  - Work with Architects and Engineers to ensure that the most energy efficient and cost savings technology is used to reduce annual operating and long term maintenance costs that will be borne by the City
- Identify and explore cost savings options and cost control to protect against any escalation of project costs to the City

Facility and Program Marketing and Fundraising
- Assist with strategy and provide support, information, and back-up for any outside private fundraising for the Aquatic Center or the Plunge renovation as needed
  - Work with City of El Segundo and aquatic stakeholders to develop capital fundraising campaign
  - Participate as needed in any fundraising efforts
- Develop and build relationships with national and regional network of sports governing bodies and aquatic and youth organizations in support of the project.
  - Active support and participation of key leaders
Explore annual program support
Target and attract competitive events to facility in advance of opening

- Assist where needed in key presentations and/or meetings
- Assist in developing marketing materials in support of the facility and its programs
- Help develop sponsorship, advertising, and grant opportunities to help fund the facilities
  and programming (within City and School District guidelines)

Partnerships

- Work with City to identify potential partners and outside user groups
- Work with City to develop partnerships with local user groups and community
  organizations which will use the facility
  - Work to bring in new users groups and expand use of both facilities without
    interfering with resident access or programs
  - Help structure the nature of these partnerships
    - Rental rates and fees
    - Review and update user contract templates as needed
  - Help obtain commitments from partners in advance of opening

Programming

- Begin to develop and expand current aquatic programming transitioning to new and
  enhanced programs once the Aquatic Center is open
- Work with Recreation and Parks in developing program model, schedule, and execution
  of programs at both facilities leading up to opening of the Aquatic Center
  - Membership, Class, Program, and Rental fees and rates
- Help coordinate program development and integration with Wiseburn School District and
  El Segundo School District

Facility Management

- Work with current City and Recreation and Parks management to develop management
  model for aquatic department and both facilities
  - Staff org chart
  - New job descriptions as needed
- Help identify and secure additional staff as identified and needed within the action plan
  timeline
- Assist in staff training as needed
- Work with Recreation and Parks to develop and/or update current operational procedures
  and manuals
  - Emergency manuals and procedures
  - Safety manuals and procedures
  - Priority use documents
  - Operational manuals
  - Staff training and evaluation programs
Financial Analysis
- Update financial projections as design, partnership models, and other programming and joint use details develop, keeping financial projections up to date and accurate as project nears completion
  - Financials for both the Plunge and the Aquatic Center
- Help develop actual budgets for Year Zero and Year One
- Work with City, Public Works, and Recreation and Parks to explore ways to lower operating costs and increase revenue

Overall Consulting
- Provide general project consulting throughout the development of the Aquatic Center and the transitioning of aquatic programs; including questions, suggestions, and feedback on project as needed by City and the project design and construction team
- Help look out for and protect the interests of the City in the Aquatic Center project and the joint use agreement with the WUSD
- Attend key meetings and participate in presentations on the Aquatic Center and overall El Segundo aquatic facilities and programs as needed

First Year Audit
Once the Aquatic Center has opened and renovation of the Plunge has begun, ISG will conduct a review of Aquatic Center and Plunge operations, budget, programming, and management during the first year of operation.
- Quarterly review
- Annual Audit and report
- Operational review to include:
  - Budget actuals versus projections
  - Programming participation and success
  - Pool operational efficiency
  - Review of staffing
  - Review and analysis of any facility issues
  - Review and analysis of events
- Ongoing recommendations and guidance for facility and program management and operation

ISG Project Staff
Stuart Isaac will continue to be the lead on these services for ISG. As facility management and operations develop, Duane Proell of ISG will also become more directly involved with the project, bringing his years of experience in facility and program management in support of the Aquatic Center and El Segundo aquatic facilities and programs.

SERVICES TIMELINE
The full Scope of Services begins immediately upon acceptance of the Agreement as the Aquatic Center development continues. Developing of a more specific Services timeline is actually part of the first task in the scope of Services as consulting services are integrated into the key facility action timeline and the development and construction timeline. Services will be linked to completion of milestones in the overall funding, design, and construction process.
The Term of the Agreement can begin immediately and continue to the opening of the Aquatic Center with the option to continue through one year of Aquatic Center operation to include the First Year Audit.

TERM OF AGREEMENT
- Term of Agreement will begin immediately upon acceptance of Agreement.
- Agreement will continue through the opening of the Aquatic Center.
- Either party may terminate the Agreement upon sixty (60) days notice. Upon termination City will still be responsible for any expenses still due or any unpaid past due consulting fees.
- If the Aquatic Center project encounters delays or a change in the project timeline or a significant change in the scope of the project the parties may renegotiate the financial terms and the Term of the Agreement.

CONSULTING FEE and COSTS
The City will pay ISG on an hourly basis plus expenses for the Services provided. ISG will provide to the City documentation of the time utilized and the work accomplished. ISG hourly rates are:

Stuart Isaac: $175/hour
Duane Proell: $150/hour

Payable as follow:
ISG will bill the City at the end of each month for the services performed each month. The invoices will be due in thirty (30) days.

At any time during the Term of the Agreement as the project develops and services utilized become more defined the parties may switch to a retainer based payment structure or project based structure by mutual agreement.

Additional Services
In the event that additional Services are requested by the City, ISG shall present a written estimate of the expected charges and expenses for such services. The additional services shall not be deemed authorized by the City until an authorized City representative authorizes in writing the performance of such additionally requested services by signing the written estimate, which shall then be considered a part of this Agreement.

Expenses:
Travel would be as needed and approved by the City with efforts made to coordinate ISG travel to El Segundo with other west coast trips to try to share costs. The City will be responsible for any travel expenses incurred by ISG for travel deemed necessary and approved in advance by the City to fulfill the services. Covered travel expenses include economy airfare, hotel, meals, ground transportation and any reasonable and documented miscellaneous travel expenses.
ISG anticipates a minimum of two visits per year as part of the Services with any additional trips as deemed necessary by the City. Projected expenses for each trip are estimated at $1,400 to $1,700/trip.

The City will also be responsible for any specialty printing, photography or shipping costs incurred in the production of presentations requested by the City.

CONFIDENTIALITY
All studies, findings, and work created by ISG for the City and communication between the City and ISG will be kept confidential unless the project requires any disclosure and the disclosure is approved by the City.
AGENDA DESCRIPTION:

Consideration and possible action regarding adoption of a Resolution to amend the Park Vista Senior Housing Board Corporation’s bylaws to reduce its authorized number of directors from seven to five.

(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Adopt the Resolution amending the bylaws of the Senior Citizen Housing Board Corporation to reduce the authorized number of Directors from seven to five.

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

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution to amend Senior Citizen Housing Board Corporation Bylaw

2. Updated Senior Housing Board Corporation Bylaws

FISCAL IMPACT: None

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

ORIGINATED BY: Jesse Bobbett, Recreation Superintendent

REVIEWED BY: Meredith Petit, Director of Recreation and Parks

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The Senior Citizen Housing Board Corporation was established on October 23, 1984 by City Council after funding for the Park Vista Housing Facility received voter approval on November 8, 1983. This 501(c)3 non-profit corporation was created to administer the operation of Park Vista at 615 E. Holly and to encourage affordable housing for senior residents within the City’s jurisdiction. The Board is comprised of seven Board of Directors designated by City Council and hold offices for four years.

On March 26, 2015, one board member whose term was set to expire on June 30, 2015, resigned her position effective immediately due to personal reasons. With a second board member’s term also expired as of June 30, 2015, and no desire to return to the board, the board voted to agendize and discuss a possible reduction in the total number of board members from seven to five at the June 2015 meeting.

At the regular monthly meeting on June 24, 2015, the Board of Directors voted 4-1 in favor of amending the bylaws and reducing the number of authorized directors from seven to five members. The Board’s reasoning for the reduction was to make meetings more efficient by reducing the length of monthly meetings and the amount of discussion on each item due to the number of directors. Additionally, most of the City’s Commissions, Committees, and Boards are comprised of five positions; therefore, this modification would make the Senior Housing Board more consistent with the other City Council-appointed bodies. Per the Senior Housing Board Corporation Bylaws, amendments may be adopted by the vote of a majority of the members of the Board of Directors with final approval by City Council.
On July 7, 2015, City Council voted in favor of approving the recommended changes to the bylaws by a vote of 5-0. City Staff recommends that the City Council adopt the proposed Resolution amending the bylaws.
RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO APPROVING AN AMENDMENT TO THE BYLAWS OF THE EL SEGUNDO SENIOR CITIZEN HOUSING CORPORATION

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

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

A. The El Segundo Senior Citizen Housing Corporation (the “Corporation”) was formed by the City of El Segundo in 1984 for purposes of operating the Park Vista senior citizen housing facility and providing affordable housing opportunities for El Segundo seniors.

B. The Corporation’s Bylaws provide for a Board of Directors consisting of seven members. The Bylaws further provide that any amendment thereto adopted by the Board of Directors is not effective without the approval of the City Council.

C. On June 24, 2015, the Corporation’s Board of Directors approved an amendment to the Bylaws reducing the number of authorized Directors from seven to five.

D. On July 7, 2015, the City Council heard and considered the Board’s proposed amendment to the Corporation’s Bylaws.

SECTION 2. AMENDMENT OF THE HOUSING CORPORATION BYLAWS.

Section 4(C)(1) of the Bylaws of the El Segundo Senior Citizen Housing is hereby amended to read as follows:

“(1) Authorized Number. The authorized number of Directors shall be five.”

SECTION 3. The City Clerk will certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

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

PASSED AND ADOPTED this 4th day of August, 2015.

Suzanne Fuentes, Mayor
ATTEST:

Tracy Sherrill Weaver, City Clerk

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

By: ______________
   Karl H. Berger, Asst. City Attorney
Section 1. Principal Office.

The principal office for the transaction of the activities and affairs of the El Segundo Senior Citizen Housing Corporation (hereinafter "Corporation") is located at the City Hall (350 Main Street) of the City of El Segundo, California, 90245. The Board of Directors (hereinafter "Board") may change the principal office from one location to another. Any change of location of the principal office shall be noted by the Secretary on these bylaws opposite this Section, or this Section may be amended to state the new location.

Section 2. Purposes and Limitations.

A. The purposes for which this Corporation is formed are:

(1) To establish policies for the operation of and to operate the City of El Segundo Senior Citizen Housing Project.

(2) To provide affordable housing opportunities for El Segundo senior Residents.

(3) To promote the common good and general welfare of the senior Residents of the City of El Segundo and,

(4) Any other purposes beneficial to the public.

B. The limitations of the activities of this Corporation are as follows:

(1) No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, nor shall this Corporation participate or intervene directly or indirectly, in any political campaign (including publishing or distribution of statements) on behalf of or against any candidate for public office.

(2) This Corporation is organized and operated exclusively for social welfare purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, carry on or engage in any other activities or exercise any powers not permitted to be carried on or exercised by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.
Section 3. Members.

This corporation shall have no members.

Section 4. Directors.

A. Powers:

Subject to the provisions and limitations of the California Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation, the Operating Agreement between the City of El Segundo and the Corporation and these Bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

B. Specific Powers:

Without prejudice to the general powers set forth above, but subject to the same limitations, the Directors shall have the power to:

(1) Change the principal office or the principal business office in California from one location to another, and designate any place for holding any meeting of the Board.

(2) Adopt and use a corporate seal and alter the form of the seal.

(3) Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes in the Corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

C. Number and Qualifications of Directors:

(1) Authorized Number and Qualifications - The authorized number of Directors shall be five (5).

(2) All directors shall be Residents of El Segundo.
(3) All Directors shall be designated by the City Council of El Segundo. Each Director shall hold office for four years, except that the initial Directors shall hold office for staggered terms of one, two, three or four years, as designated by the City Council. Any Director may repeat consecutive terms if recommended by the remaining Directors and approved by City Council.

D. Vacancies on Board:

(1) Events Causing Vacancy - A vacuum or vacancies on the Board shall exist on the occurrence of the following: (a) the death of resignation of any Director; (b) the declaration by resolution of the Board of a vacancy in the office of a Director who has been declared of unsound mind by order of court, convicted of a felony, or found by final order or judgment of any court to have breached a duty under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law; (c) the declaration by resolution of the Board of a vacancy in the office of a Director who has failed to attend and participate in three (3) consecutive regular meetings of the Board or who has failed to attend and participate in five (5) meetings of the Board over the course of one year. This provision shall be reviewed annually by the Board at its annual meeting and revised as necessary.

(2) Resignations - Except as provided below, any Director may resign by giving written notice to the President or the Secretary. The resignation shall be effective when the notice is given unless it specifies a later time (not to exceed sixty days) for the resignation to become effective. Except on notice to the Attorney General of California, no Director may resign if the Corporation would be left without a duly elected Director or Directors.

(3) Filling Vacancies - Within thirty (30) days of the occurrence of a vacancy or vacancies pursuant to Sections 4D(1) or (2) above, the Board shall identify the area(s) of expertise needed by a replacement Director or Directors and shall advise City Council, in writing, of the existence of a vacancy and the criteria to be evaluated in filling the vacancy. The City Council shall actively advertise any vacancy. Utilizing the criteria identified by the Board, City Council shall appoint a replacement Director or Directors to fill the unexpired term or terms within sixty (60) days after receiving notice of the existence of such vacancy or vacancies.
(4) No Vacancy on Reduction of Number of Directors -- No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

D. Directors' Meetings:

(1) Place of Meetings - Meetings of the Board shall be held at any place that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the principal office of the Corporation.

(2) Annual Meeting - Immediately after each annual meeting, the Board shall hold a regular meeting for purposes of organization, election of officers, and transaction of other business. The annual meeting is designated as the July meeting.

(3) Other Regular Meetings - Other regular meetings of the Board may be held at such time and place as the Board may fix. Meeting dates and times are posted three days in advance of each meeting.

(4) Special Meetings - Authority to Call - Special meetings of the Board for any purpose may be called at any time by the President or Vice President, or the Secretary or any two Directors.

(5) Notice - Notice of the time and place of special meetings shall be given to each Director by one of the following methods: (a) by personal delivery of written notice; (b) by first-class mail, postage prepaid return receipt requested; (c) or by telephone, either directly to the Director or to a person at the Director's office or residence who would reasonably be expected to communicate that notice promptly to the Director. All such notices shall be given or shown on the records of the Corporation. Notices sent by first-class mail shall be deposited in the United States mail at least six days before the time set for the meeting. Notices given by personal delivery or telephone shall be delivered or telephoned at least 48 hours before the time set for the meeting. The notice shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation. It need not specify the purpose of the meeting.
(6) Quorum - A majority of the authorized number of Directors (or such reduced number, if a vacancy or vacancies exist) shall constitute a quorum for the transaction of business.

(7) Waiver of Notice - Notice of a meeting need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and does not protest, before or of the commencement of the meeting, the lack of notice to him or her.

(8) Adjournment - A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

(9) Notice of Adjourned Meeting - Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the Directors who were not present at the time of the adjournment.

Section 5. Officers.

A. Officers of the Corporation:

The officers of the Corporation shall consist of the President, Vice President, the Secretary, and the Chief Financial Officer. No two offices may be concurrently held by the same person. Should both the President and Vice President be absent from a meeting, the most senior Director who is neither Secretary nor Chief Financial Officer shall be acting President.
B. Election of Officers:

The Board of Directors shall elect all officers of the Corporation for terms of one year, or until their successors are elected and qualified. Officers shall be elected at the annual meeting.

C. Responsibility of Officers:

(1) President - The President shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers. The President shall preside at all Board meetings. The President shall be responsible for representing the Corporation, before other governmental agencies. The President shall have such other powers and duties as the Board or the bylaws may prescribe.

(2) Vice President - If the President is absent or disabled, the Vice President shall perform all duties of the President. When so acting, the Vice President shall have all powers of and be subject to all restrictions of the President. The Vice President shall have such other powers and perform such other duties as the Board or the bylaws may prescribe.

(3) Secretary - The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized, the notice given, the names of those present at Board and committee meetings. The Secretary shall keep or cause to be kept, at the principal office in California, a copy of the Articles of Incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board required by these bylaws to be given. The Secretary shall keep the Corporate seal in safe custody and shall have such other powers and perform such other duties as the Board or the bylaws may prescribe.
(4) Chief Financial Officer -

a. Books of Accounts - The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books of accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the Directors such financial statements and reports as they are required to be given by law, by these bylaws, or by the Board. The books of accounts shall be open to inspection by any Director at all reasonable times.

b. Deposit and Disbursement of Money and Valuables - The Chief Financial Officer shall deposit, or cause to be deposited all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; shall disburse the Corporation's funds as the Board may order; shall render to the President and the Board, when requested, an account of all transactions as the Chief Financial Officer and of the financial condition of the Corporation; and shall have such other powers and perform such other duties as the Board or the bylaws may prescribe.

c. Bond - If required by the Board, the Chief Financial Officer shall, at the expense of the Corporation, give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

Section 6. Indemnification.

A. Right of Indemnification:

To the fullest extent permitted by law, this Corporation shall indemnify its Directors, Officers, employees, and other persons described in Section 5238(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fees, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding", as that term is used in that Section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. "Expenses", as used in this bylaw, shall have the same meaning as in Section 5238(a) of the California Corporation Code.
B. Approval of Indemnity:

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporation Code, the Board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of Directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, the Board shall promptly call a meeting of City Council. At that meeting, the Council shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Council members present at the meeting in person or by proxy shall authorize indemnification.

C. Advancement of Expenses:

To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Section 6 of these bylaws in defending any proceeding covered by those Sections shall be advanced by the Corporation before final disposition of the proceeding. On receipt of the Corporation of an undertaking by or on behalf of that person, the advance will be repaid, unless it is ultimately determined that the person is entitled to be indemnified by the Corporation for those expenses.

Section 7. Insurance.

The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, against any liability asserted against or incurred by any Officer, Director, employee, or agent in such capacity or arising out of the Officer's Director's, employee's, or agent's status as such.

Section 8. Amendments.

These bylaws may be amended or repealed and new bylaws adopted by the vote of a majority of the members of the Board of Directors. No bylaw shall be amended or repealed and new bylaws shall not be adopted, without the prior approval of the City Council.
AGENDA DESCRIPTION:
Consideration and possible action to adopt No. 1510, updating the El Segundo Municipal Code amending Title 13 of the El Segundo Municipal Code by adding Chapter 18 to provide an expedited, streamlined permitting process for small residential rooftop solar systems. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Waive second reading and adopt Ordinance No. 1510, enacting Municipal Code amendments to provide an expedited, streamlined permitting process for small residential rooftop solar energy systems.
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. 1510

FISCAL IMPACT: None

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ORIGINATED BY: Paige Vaughan, Building and Safety Manager
REVIEWED BY: Sam Lee, Planning and Building Safety Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On Tuesday, July 21, 2015, the City Council introduced an Ordinance to approve and adopt the proposed ordinance amending Title 13 of the El Segundo Municipal Code. The Council may waive second reading and adopt the Ordinance. If adopted, Ordinance No. 1510 will become effective in 30 days.
ORDINANCE NO. 1510

AN ORDINANCE AMENDING TITLE 13 OF THE EL SEGUNDO MUNICIPAL CODE BY ADDING CHAPTER 18 TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS.

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

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

A. The City Council of the City of El Segundo recognizes the importance of green technology and wishes to advance the use of solar energy by its citizens, businesses and industries;

B. By this ordinance, the City Council seeks to implement Assembly Bill 2188 by creating an expedited, streamlined permitting process for small residential rooftop solar energy systems.

SECTION 2: Environmental Assessment. Adoption of this Ordinance is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; minor alterations in land use; new construction of small structures; and minor structures accessory to existing commercial facilities. This Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, the adoption of this Ordinance is also exempt from review under CEQA pursuant to CEQA Guidelines § 15061(b)(3) because the Ordinance is for general policies and procedure-making. This Ordinance does not authorize any new development entitlements, but simply establishes policies and procedures for allowing the previously approved project to be constructed. Any proposed project that will utilize the changes set forth in this Ordinance will be subject to CEQA review as part of the entitlement review of the project. The Ordinance will not adversely impact the environment and is therefore exempt from the provisions of CEQA.

SECTION 3: Title 13 (Building Regulations) of the El Segundo Municipal Code (“ESMC”) is amended to add a new Chapter 18 to read as follows:

"Chapter 18 - EXPEDITED PERMIT PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS"

Section 13-18-1: Purpose.

This chapter implements the Solar Rights Act as codified at Government Code § 65850.5 to achieve timely and cost-effective installations of small residential rooftop
solar energy systems.

Section 13-18-2: Definitions.

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter. Words and phrases not defined by this chapter have the meaning set forth in this Code, the Act, or regulations promulgated in accordance with applicable law.


“Director” means the city manager, or designee. In the absence of a different designation by the city manager, the Director of Planning and Building Safety, or designee, is the Director.

“Electronic submittal” means utilization of office equipment and software used for communicating including, without limitation, telephone, facsimile machine, office automation equipment (computer terminals or personal computers, including laptops) and communications software applications such as electronic mail and Internet browsers.

“Information Technologies” or “IT” means any system, device, hardware, software, or other equipment designed and used for transmitting or receiving communications by any form of electronic mail (e-mail) or any network of interconnected computers, including, without limitation, the Internet, as used for such purposes.

“Internet” or “world wide web” means a global network connecting multiple information technologies from schools, libraries, businesses, or private homes, using a common set of communication protocols.

“Reasonable restrictions” on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

“Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance” means:

A. For Water Heater Systems or Solar Swimming Pool Heating Systems: an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars ($1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.

B. For Photovoltaic Systems: an amount not to exceed one thousand dollars ($1,000) over the system cost as originally specified and proposed, or a
decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

"Small residential rooftop solar energy system" means all of the following:

A. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

B. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and all state and local health and safety standards.

C. A solar energy system that is installed on a single or duplex family dwelling.

D. A solar panel or module array that does not exceed the maximum legal building height as defined by the city.

"Solar Energy System" means either of the following:

A. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.

B. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

Section 13-18-3: Applicability.

A. This chapter applies to the permitting of all small residential rooftop solar energy systems in the city.

B. Small residential rooftop solar energy systems legally established or permitted before the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements do not require a permit.


A. All solar energy systems must meet applicable legal health and safety standards and requirements.

B. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications must be certified
by an accredited listing agency as defined by the California Plumbing and Mechanical Code, as adopted by this Code.

C. Solar energy systems for producing electricity must meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

Section 13-18-5: Duties of the Director.

A. All documents required for the submission of an expedited solar energy system application must be made available on the internet.

B. Electronic submittal of the required permit application and documents by information technologies is available to all small residential rooftop solar energy system permit applicants. All forms, applications, and other documents may be signed electronically in accordance with Government Code § 16.5.

C. The Director must develop a standard plan and checklist of all requirements with which small residential rooftop solar energy systems must comply to be eligible for expedited review.

D. The small residential rooftop solar system permit process, standard plan(s), and checklist(s) must substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor’s Office of Planning and Research.

E. All fees prescribed for the permitting of small residential rooftop solar energy system must comply with Government Code §§ 65850.55, 66015, and 66016; along with Health and Safety Code § 17951.

Section 13-18-6: Permit review and inspection requirements.

A. The Director must implement an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems. The Director must issue a ministerial building permit on the same day for over-the-counter applications or within three business days for electronic submittals, upon receipt of a complete application that meets the requirements of the approved checklist and standard plan. The Director may require an applicant to apply for an administrative use permit if the Director finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions must be in writing and may be appealed to the Planning Commission in accordance with this Code.
B. Review of the application is limited to whether the application meets applicable law.

C. If an administrative use permit is required, the Director may deny an application for the use permit if the Director makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings must include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the Planning Commission in accordance with this Code.

D. Any condition imposed on an application must be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

E. The Director cannot condition approval of an application on by requiring formation of an association.

F. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for issuing an expedited permit must be sent to the applicant for resubmission.

G. Only one inspection is required and must be performed by the Director for small residential rooftop solar energy systems eligible for expedited review.

H. The inspection must be done in a timely manner and should include consolidated inspections.

I. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this chapter.”

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

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

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

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

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

SECTION 9: This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of ________________, 2015.

Suzanne Fuentes,
Mayor

ATTEST:

By: ____________________________
    Tracy Weaver,
    City Clerk

APPROVED AS TO FORM:

By: ______________________________
    Mark D. Hensley,
    City Attorney