AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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

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

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

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

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

MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JANUARY 17, 2017 – 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): -0- matters

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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


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

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, Professional Employees Association; City Employee Association and Executive and Management/Confidential Employees.

Agency Designated Representative: Steve Filarsky and City Manager, Greg Carpenter

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0-matters
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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JANUARY 17, 2017 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor John Svendsen, First Baptist Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Boyles
PRESENTATIONS

a) Proclamation – Centennial Celebration 2017

b) Presentation – Police Department’s Introduction of recent Academy Graduate

ROLL CALL

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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 regarding Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01 regarding the proposed conversion of an existing single lane restaurant drive-thru to a double lane drive-thru at 101 South Sepulveda Boulevard in the Heavy Industrial (M-2) Zone. Applicant: McDonald’s Corporation. The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 which identifies the project as a Class 1 exemption (Existing Facilities) and §15304 as a Class 4 categorical exemption (Minor Alterations to Land) (Fiscal Impact: N/A)

Recommendation – 1) Open the public hearing and take testimony; 2) Close public hearing and discuss item; 3) Adopt Resolution No. ____ approving Environmental Assessment No. 1158 and Precise Plan Amendment No. PPA 16-01; 4) Alternatively, discuss and take other possible action related to this item.
C. UNFINISHED BUSINESS

2. Consideration and possible action to review and provide additional direction of the three-year strategic plan (FY 2016-17 through FY 2018-19). (Fiscal Impact: $0)

Recommendation – 1) City Council review and provide additional direction on the three-year Strategic Plan (FY 2016-17 through FY 2018-19); 2) Alternatively, discuss and take other possible action related to this item.

3. Consideration and possible action related to the design and construction of the new Aquatics Center at Wiseburn High School. (Fiscal Impact: $0)

Recommendation – 1) Discuss the projected project budget and provide direction to proceed with the project as designed; 2) Alternatively, discuss and take other possible action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

4. Consideration and possible action to increase the Technology Committee from five (5) to seven (7) members, and adopt a resolution, formally establishing the Technology Committee and adopting the Technology Committee Bylaws. (Fiscal Impact: $0)

Recommendation – 1) Authorize the Technology Committee to increase their members from five (5) to seven (7); 2) Adopt a resolution establishing the Technology Committee and adopting its proposed Bylaws; 3) Alternatively, discuss and take other possible 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.
5. Warrant Numbers 3014344 through 3014593 on Register No. 6 in the total amount of $795,448.98 and Wire Transfers from 12/12/16 through 12/25/16 in the total amount of $2,987,398.36 and Warrant Numbers 3014594 through 3014762 on Register No. 7 in the total amount of $731,444.83 and Wire Transfers from 12/26/16 through 1/8/17 in the total amount of $1,444,667.76

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

7. Consideration and possible action by City Council to adopt a resolution for approval of the City of El Segundo Coyote Management Plan, which provides guidelines for City staff in dealing with coyotes with an emphasis on education and hazing.

(Fiscal Impact: N/A)

Recommendation – 1) Adopt a resolution to approve and enact the attached El Segundo Coyote Management Plan; 2) Alternatively, discuss and take other possible action related to this item.

8. Consideration and possible action regarding the acceptance of grant funding from the U.S. Department of Homeland Security, through the Office of Grants and Training, under Fiscal Year 2015 State Homeland Security Grant Program (SHSGP) to procure necessary Urban Search and Rescue (USAR) equipment.

(Fiscal Impact: $3,440.00)

Recommendation – 1) Authorize the acceptance of $3,440 in grant funds from the SHSGP 2015 grant program; 2) Authorize the City Manager to sign an Agreement with the County of Los Angeles who will serve as the grant administrator for the grant; 3) Alternatively, discuss and take other possible action related to this item.
9. Consideration and possible action to authorize the City Manager to execute a 1-year License Agreement with Jaguar Tennis Academy in a form approved by the City Attorney to operate tennis programs at Recreation Park (Fiscal Impact: None)
     Recommendation – 1) Authorize the City Manager to execute an agreement with Jaguar Tennis Academy in a form approved by the City Attorney; 2) Alternatively, discuss and take other possible action related to this item.

10. Consideration and possible action to authorize the City Manager execute an agreement relating to First Amendment to Development Agreement relating to the 540 East Imperial Avenue project.
    (Fiscal Impact: None with this action)
     Recommendation – 1) Authorize the City Manager to execute an agreement relating to the First Amendment to Development Agreement, in a form approved by the City Attorney’s office, and direct the City Clerk’s office to record the agreement in the County Recorder’s office; 2) Alternatively, discuss and take other possible action related to this item.

11. Consideration and possible action regarding 1) the second reading and adoption of an Ordinance amending El Segundo Municipal Code § 1-6-3, § 1-6-4, and § 1-6-5 Regarding City Departments, Exclusions from Civil Service, and Department Heads.
    (Fiscal Impact: N/A)
     Recommendation – 1) Second reading by title only and adoption of Ordinance regarding City Departments, Exclusions from Civil Service, and Department Heads; 2) Alternatively, discuss and take other possible action related to this item.

12. Consideration and possible action regarding 1) Adoption of a Resolution establishing the basic monthly salary range for Information Systems Director.
    (Fiscal Impact: $225,700.00)
     Recommendation – 1) Adopt the resolution establishing the Basic Monthly Salary Range of the job classification of Information Systems Director (At-Will); 2) Alternatively, discuss and take other possible action related to this item.

F. NEW BUSINESS
13. Report back from El Segundo Police Chief Tavera on commercial parking issues in the 1300 block of East Grand Avenue.
(Fiscal Impact: $)

Recommendation – 1) Discussion regarding ESPD’s actions related to ongoing parking and noise complaints; 2) Alternatively, discuss and take other possible action related to this item.

14. Consideration and possible action to receive and file an informational report regarding Transient Occupancy Tax (T.O.T.) Compliance Audit to be conducted by the City beginning February 2017.
(Fiscal Impact: undetermined - possible uncollected revenue findings)

Recommendation – 1) Receive and file information regarding the TOT Audit and Management project; 2) Alternatively, discuss and take other possible action related to this item.

15. Consideration and possible action to adopt a resolution authorizing the Mayor to sign a temporary employment agreement with Martha Dijkstra, former Human Resources Director, in conformance with California Public Employees Retirement System and state law requirements providing for Ms. Dijkstra to provide specialized duties related to labor negotiations.
(Fiscal Impact: $8,000.00)

Recommendation – 1) Consideration and possible action to adopt a resolution authorizing the Mayor to sign a temporary employment agreement with Martha Dijkstra; 2) Alternatively, discuss and take other possible action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann –
Council Member Pirsztuk –

Council Member Dugan –

Mayor Pro Tem Boyles –

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 seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators.

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 1/12/17

TIME: 7:32am

NAME: [Signature]
Proclamation

City of El Segundo, California

WHEREAS, On this day in history, in the year 1917, the City of El Segundo was incorporated, with a population of approximately one thousand, on one thousand acres of dunes, open fields and a fledgling refinery; and

WHEREAS, El Segundo's founders were families of stalwart stock who came from far and wide to Southern California in search of work at Standard Oil’s Payroll City. In the true Pioneer spirit, they lived in tents, worked, worshiped, taught and pulled together to build their homes, churches and schools; and

WHEREAS, From these humble beginnings of dunes, tents, mule plows and hard workers came the bustling industrial City of El Segundo. Ten decades later, El Segundo would evolve into a national aerospace and technological Mecca; and

WHEREAS, Today, our community continues to grow with new families coming to our town, coming for the same important values that past generations have taken care to nurture; values brought to the community by its founding families, who were characterized as strong in faith, law abiding, family oriented and neighborly, qualities which still comprise the small-town, mid-western flavor and gives our community its unique appeal.

NOW, THEREFORE, the Mayor and Member of the City Council of the City of El Segundo, California, hereby proclaim the 18th day of January, 2017 as El Segundo's 100th Anniversary and Centennial Celebration, salute our former elected officials who along with residents and businesses have made and continue to make our city a unique place to live and work, and invite the community to join in the fun, beginning with a Centennial Birthday Bash in Library Park on Wednesday, January 18th, from 3:00 p.m. - 5:00 p.m., kicking off a year-long celebration of Centennial events for all ages, including the Centennial Ball, Chevron Carnival, a Fireworks Projection show, Historic Displays, along with annual City events designed with special Centennial Flair, all honoring El Segundo's past, celebrating its present and looking forward to the future.

Mayor Suzanne Fuentes
Mayor Pro Tem Drew Boyles
Council Member Michael Dugan
Council Member Carol Pirisztuk
Council Member Don Brann
Presentation

Police Department’s Introduction of recent Academy Graduate
EL SEGUNDO CITY COUNCIL
MEETING DATE: January 17, 2017
AGENDA STATEMENT
AGENDA HEADING: Public Hearing

AGENDA DESCRIPTION:
Consideration and possible action regarding Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01 regarding the proposed conversion of an existing single lane restaurant drive-thru to a double lane drive-thru at 101 South Sepulveda Boulevard in the Heavy Industrial (M-2) Zone. Applicant: McDonald’s Corporation. (Fiscal Impact: N/A)

The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 which identifies the project as a Class 1 exemption (Existing Facilities) and § 15304 as a Class 4 categorical exemption (Minor Alterations to Land)

RECOMMENDED COUNCIL ACTION:
1. Open public hearing and take testimony;
2. Close public hearing and discuss item;
3. Adopt Resolution No. ___ approving Environmental Assessment No. 1158 and Precise Plan Amendment No. PPA 16-01; and/or,
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Planning Commission Staff Report (December 8, 2016)
3. Draft Planning Commission Minutes (December 8, 2016)
4. Project Plans
5. Draft City Council Resolution No. ___
6. Resolution No. 2372, adopted by the City Council on March 8, 1971, adopting Precise (Specific) Plan No. 8

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

STRATEGIC PLAN:
Goal: N/A
Objective: N/A

ORIGINATED BY: Gregg McClain, Planning Manager
REVIEWED BY: Sam Lee, Planning and Building Safety Director
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

I. Background

In 1971, a Precise Plan for the subject property, PP-8 (later renumbered Precise Plan 71-2 and 71-3) was adopted by the City Council. The Precise Plan allowed for the redevelopment of an older service station, a cashier kiosk, and the construction of a training center adjacent to the service station. The Precise Plan was amended on August 5, 1997 (EA-394 and PP 97-2) which allowed for the construction of a fast food restaurant with a single-lane drive-thru and a food mart that was integrated into the restaurant building.

The project site is currently developed with a 12 pump Chevron service station, a 3,342 square foot McDonald’s restaurant, and a 1,736 square foot Chevron food mart integrated into the restaurant building.

On August 17, 2016, the Planning and Building Safety Department received an application for an environmental assessment (EA-1158) for the second amendment to Precise Plan 71-2/71-3 (originally referred to as Precise Plan 8) to allow the conversion of an existing single lane restaurant drive-thru to a double lane drive-thru at 101 Sepulveda Boulevard. The present action would amend the precise plan to allow the proposed double lane drive-thru.

II. Discussion

The 1997 Amendment specified that “[t]he development standards for Precise Plan 8 are those set forth in the plans for the proposed project,” which depicted a single-lane drive-thru. Because a double-lane drive thru is now being proposed, a Second Amendment to the Precise Plan is required. Due to the legislative nature of precise plan amendments, staff recommends that this amendment be approved by the City Council.

The term “precise plan” is commonly used to refer to a plan for a specific project for a particular area within the city, which is to be developed with specific development standards. The adoption (and amendment) of a precise plan is a legislative act by the City Council. Therefore, there are no specific required findings that must be made for the uses or development standards, other than the facts and findings as to why the precise plan is necessary to implement the General Plan within a particular area.

The proposed modification to the drive-through and other exterior site modifications are intended to alleviate congestion in the drive-through lane and improve on-site circulation. On December 8, 2016, the Planning Commission conducted a public hearing, reviewed the facts and required findings related to the precise plan amendment. A complete background, discussion, and justification for the proposed project is contained in the staff report presented to the Planning Commission at its December 8, 2016 meeting. (Attachment 1)

At the December 8, 2016 Planning Commission public hearing, the Commission raised concerns about the project with respect to the improved efficiency of the proposed double lane drive-through. While the project proceeded through the development review process, the restaurant
initiated the use of a drive-through attendant who takes food orders when cars start to back-up at the drive-through entrance. The Commission questioned if the double lane drive-through would be sufficient to alleviate congestion without the continued use of a drive-through attendant.

The applicant affirmed that other fast food restaurants that have implemented the use of a double lane drive-through experienced an increased efficiency of 20% with regard to speed of service. The double lane drive-through has also resulted in increased volume of business as more customers are able to be served. The double lane drive-through is effective at improving on-site circulation for restaurants that implemented a similar design. The applicant also clarified that the drive-through has two points of contact after food orders are placed: the first where orders are confirmed and cash is taken, and the second when food orders are presented to customers. The Planning Commission was satisfied by the restaurant proactively providing a solution to issues related to on-site circulation. No conditions other than those in the draft resolution were recommended. Accordingly, the Commission unanimously adopted Resolution No. 2808, recommending the City Council approve the project.

III. Environmental Review

The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 which identifies the project as a Class 1 exemption (Existing Facilities) and § 15304 as a Class 4 categorical exemption (Minor Alterations to Land). The project consists of the reconfiguration of an existing drive-thru. The project also includes minor alterations to the parking lot, resulting in a reduction of 6 parking spaces, installation of additional landscaping and other exterior site modifications to comply with the Americans with Disabilities Act. The proposed project would result in negligible expansion of the existing use and includes minor alterations to landscaping that do not involve removal of healthy, mature, and/or scenic trees. Furthermore, the site has no value as a habitat for endangered, rare, or threatened species. There are adequate utilities and public services to serve the project. The project is consistent with the City’s General Plan and Zoning Code, and is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality.

IV. Conclusion

Staff recommends that the Council adopt Resolution No. ___, approving Environmental Assessment No. 1158, adopting Precise Plan Amendment No. PPA 16-01.
AGENDA DESCRIPTION:
Consideration and possible action regarding Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01 amending Precise Plan 8 to allow a “side-by-side”/double lane drive-thru, including new menu boards, customer ordering display, and directional signage, at a drive-thru restaurant. The project site is located at 101 South Sepulveda Boulevard in the Heavy Industrial (M-2) Zone. Applicant: McDonald’s Corporation.

RECOMMENDED PLANNING COMMISSION ACTION:
It is recommended that the Planning Commission open the public hearing, receive testimony, consider the evidence, and then adopt Resolution No. 2808 recommending the City Council approve Environmental Assessment No. EA-1158 and adopt Precise Plan Amendment No. PPA 16-01.

ATTACHED SUPPORTING DOCUMENTS:
1. Draft Planning Commission Resolution No. 2808
2. Resolution No. 2372, adopted by the City Council on March 8, 1971, adopting Precise (Specific) Plan No. 8
4. Plans

ORIGINATED BY: Raneika Brooks, Assistant Planner
REVIEWED BY: Paul Samaras, Principal Planner
REVIEWED BY: Gregg McClain, Planning Manager
APPROVED BY: Sam Lee, Director of Planning and Building Safety

I. INTRODUCTION:
The Planning and Building Safety Department received an application for an environmental assessment (EA-1158) for a second amendment to Precise Plan No. 8 (later renumbered Precise Plan 71-2 and 71-3) to allow the conversion of an existing single lane drive-thru to a “side-by-side”/double lane drive-thru, including new menu boards, customer ordering display, and directional signage. The project site is located at 101 South Sepulveda Boulevard.
II. BACKGROUND AND DISCUSSION:

Background

The project site is located in the Heavy Industrial (M-2) Zone on the block bounded by El Segundo Boulevard to the north, Rosecrans Avenue to the south, Vista Del Mar to the west, and Sepulveda Boulevard to the east.

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<thead>
<tr>
<th>Direction</th>
<th>Land Use</th>
<th>Zone</th>
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<tbody>
<tr>
<td>North</td>
<td>Office / Industrial</td>
<td>Medium Manufacturing (MM)</td>
</tr>
<tr>
<td>East</td>
<td>Commercial / Parking /</td>
<td>General Commercial (C-3)</td>
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<td></td>
<td>Recreation</td>
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<tr>
<td>South</td>
<td>Oil Refinery</td>
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<tr>
<td>West</td>
<td>Oil Refinery</td>
<td>Heavy Industrial (M-2)</td>
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Discussion

Site Description

The subject property is a 1.27-acre portion of a larger 625.24-acre section of the Chevron Oil Refinery at the southwest corner of Sepulveda Boulevard (State Highway 1) and El Segundo Boulevard. The project site is currently developed with a 12 pump Chevron service station, a 3,341.5-square foot McDonald’s fast food restaurant with a single-lane drive thru, and a 1,735.5-square foot Chevron foodmart integrated into the restaurant building.

Project Description

The applicant seeks a second amendment to Precise Plan 71-2 and 71-3 that would allow for the conversion of an existing single lane drive-thru to a “side-by-side”/double lane drive-thru, including new menu boards, customer ordering display, and directional signage. The proposed modification to the drive-thru and other exterior site modifications are intended to alleviate existing drive-thru congestion in the drive-thru lane and improve on-site circulation.

Precise Plan

Adopted in 1971, the Precise Plan for the subject property, PP-8 (later renumbered Precise Plan 71-2 and 71-3) allowed for the redevelopment of an older service station and the construction of new 240-square foot cashier kiosk and training center adjacent to the service station. The training center building was used as a fitness center by Chevron employees and was located directly west of the parking lot at the south end of the project site.
The adoption (and amendment) of a Precise Plan is a legislative act by the City Council. Therefore, there are no specific required findings that must be made for the uses or development standards, other than the facts and findings as to why the Precise Plan is necessary to carry out the general purpose of the Zoning Code.

The Precise Plan was amended on August 5, 1997 (EA-394 and PP 97-2) which allowed for the construction of 3,341.5-square foot McDonald’s fast food restaurant with a single-lane drive-thru and a 1,795.5-square foot Chevron food mart that was integrated into the restaurant building. The Amendment specified that “[t]he development standards for Precise Plan 8 are those set forth in the plans for the proposed project,” which depicted a single-lane drive-thru. Because a double-lane drive thru is now being proposed, a Second Amendment to the Precise Plan is required. Although the 1997 Amendment does allow the Director of Planning and Building Safety authority to approve modifications to the project as approved in 1997 (Section 3, Condition #1), due to the legislative nature of precise plan amendments, staff recommends that this amendment be approved by the City Council.

General Plan and Zoning Consistency

The General Plan Land Use designation for the site is Heavy Industrial. This designation allows heavy manufacturing uses such as construction yards, factories, generation stations, and refineries at a maximum floor area ration (FAR) of 0.6. The project is consistent with the goals, objectives, and policies of the General Plan, which are discussed in detail in the attached resolution.

The site is zoned Heavy Industrial (M-2), which permits drive-thru restaurants, service stations, and foodmarts with the approval of a Conditional Use Permit (CUP). However, because Precise Plan Amendment 97-2 made drive-thru restaurants and retail sales permitted uses, a CUP is no longer required. Instead, because the amendment to the Precise Plan established development standards in the form of the 1997 plans submitted to the City, an amendment is required to modify the previously-approved development. The Precise Plan Amendment requires a public hearing by the Planning Commission. Conditions of approval may be imposed through the Precise Plan Amendment process in order to minimize potential impacts to noise, traffic, lighting, etc.

The proposed conversion of the single-lane drive-thru to a “side-by-side”/double lane drive-thru and other site modifications are consistent with the zoning standards for drive-thru lane dimensions. The project does not propose a change to the FAR of the existing building nor does it result in a reduction of required parking spaces.

III. Inter-Departmental Comments

The project application and plans were circulated to all departments for review and comment. Staff incorporated those comments that have a legal nexus as conditions of approval.

IV. Environmental Review

The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 which identifies the project as
RESOLUTION NO. 2808

A RESOLUTION RECOMMENDING THE CITY COUNCIL APPROVE ENVIRONMENTAL ASSESSMENT NO. EA-1158 AND ADOPT PRECISE PLAN AMENDMENT NO. PPA 16-01 TO AMEND PRECISE PLAN 71-2 AND 71-3 TO ALLOW A “SIDE-BY-SIDE”/DOUBLE LANE DRIVE-THROUGH AT A DRIVE-THROUGH RESTAURANT LOCATED AT 101 SOUTH SEPULVEDA BOULEVARD IN THE HEAVY INDUSTRIAL (M-2) ZONE.

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

SECTION 1: The Planning Commission finds and declares that:

A. On August 17, 2016, McDonald’s Corporation filed an application for Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01 for a second amendment to Precise Plan 8 (later renumbered as Precise Plan 71-2 and 71-3) to allow the conversion of an existing single lane drive-through to a “side-by-side”/double lane drive-through at a McDonald’s fast food restaurant within the Heavy Industrial (M-2) Zone located at 101 South Sepulveda Boulevard.

B. The application was reviewed by the City’s Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code (“ESMC”);

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

D. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before this Commission for December 8, 2016;

E. On December 8, 2016, the Commission held a public hearing to receive public testimony and other evidence regarding the application including, without limitation, information provided to the Commission by representatives of McDonald’s Corporation and Chevron USA Inc.; and

F. The Commission considered the information provided by City staff, public testimony, and representatives of McDonald’s Corporation and Chevron -1-
USA Inc. This Resolution and its findings are made based upon the
evidence presented to the Commission at its December 8, 2016 hearing
including, without limitation, the staff report submitted by the Planning and
Building Safety Department.

SECTION 2: Factual Findings. The Commission finds that the following facts exist:

A. The subject site is located in the Heavy Industrial (M-2) Zone on a 1.27-acre
portion of a larger 625.24-acre section of the Chevron Oil Refinery located
at 101 South Sepulveda Boulevard.

B. The surrounding land uses consist of a three-story office/research and
development building across El Segundo Boulevard to the northwest, the
22 story Pacific Corporate Towers, containing approximately 1,683,056
square feet of office uses, to the northeast, a single-story commercial
shopping center across Sepulveda Boulevard to the east, and the
surrounding area to the west and south is developed as the Chevron Oil
Refinery, with an employee park and fitness center adjacent to the project.

C. The existing development and uses were approved in 1971 under Precise
Plan 71-2 and 71-3 and an amendment in 1997 (EA-394 and PP 97-2).

D. The subject site is developed with a 12-pump Chevron service station, a
3,341.5-square foot McDonald’s fast food restaurant with a single lane
drive-through, and a 1,735.5-square foot Chevron foodmart integrated into
the restaurant building.

E. Vehicular access for the project site is provided by three existing driveways
on Sepulveda Boulevard and one existing driveway on El Segundo
Boulevard. A 13’ x 50’ loading zone will is located on the east side of the
building. A previously approved parking demand study determined 45
parking spaces would be required for the restaurant and foodmart. The
project will provide 62 parking spaces, including 59 standard parking spaces
and 3 accessible parking spaces.

F. The proposed project would amend the existing Precise Plan to allow a
“side-by-side”/double lane drive-through at drive-through restaurants,
including new menu boards, customer ordering display, and directional
signage.
SECTION 3: Environmental Assessment. Based upon the facts identified in Section 2 of this Resolution and the evidence presented to the Planning Commission at its December 8, 2016 hearing, the proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 which identifies the project as a Class 1 exemption (Existing Facilities) and § 15304 as a Class 4 categorical exemption (Minor Alterations to Land). The project consists of a Precise Plan Amendment that will allow the conversion of an existing single lane drive-through to a “side-by-side”/double lane drive-through at drive-through restaurants, including new menu boards, customer ordering display, and directional signage in the Heavy Industrial (M-2) Zone. The proposed project would result in negligible expansion of the existing use and includes minor alterations to landscaping that do not involve removal of healthy, mature, and/or scenic trees. Furthermore, the site has no value as a habitat for endangered, rare, or threatened species. There are adequate utilities and public services to serve the project. The project is consistent with the City’s General Plan and Zoning Code, and is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality.

SECTION 4: General Plan and Zoning. The proposed project conforms with the City’s General Plan or the zoning regulations in the ESMC as follows:

A. The General Plan Land Use Designation of the project site is Heavy Industrial. The proposed project is consistent with the following General Plan Economic Development objectives and policies: Objective ED1-1 and Policies ED1-2.1 and ED 1-2.3, which relate to the maintenance and expansion of El Segundo’s economic base.

B. The proposed project is consistent with the following General Plan Land Use policies: LU 1-5.6, LU 4-1.1, and LU 4-1.2, which relate to conformance with City zoning standards and guidelines for the implementation of CEQA, requiring landscaping and its maintenance for commercial projects, and compliance with Health and Safety Code requirements.

C. The proposed project is consistent with the following General Plan Circulation goals, objectives, and policies: C 1-2 and C 2-1, C 3-1, Goal C-1, and Policy C 3-2.1, which relate to the provision of a circulation system to ensure safety of residents, workers, and visitors of El Segundo and the consideration of circulation impacts.

D. The proposed project is consistent with the General Plan Air Quality Objective AQ-10-1 which relates to the control of particulate emissions.

E. The site is zoned Heavy Industrial (M-2), which permits drive-through restaurants, service stations, and foodmarts with the approval of a Conditional Use Permit (CUP). However, because Precise Plan
Amendment 97-2 established a drive-through restaurant as a permitted use by right, an amendment to the Precise Plan is required to modify the previously approved development.

SECTION 5: Recommendation. The Planning Commission hereby recommends the City Council adopt the following amendments to Precise Plan 8 subject to the attached Conditions of Approval:

A. To convert the existing single lane drive-through to a "side-by-side"/double lane drive-through. Precise Plan 97-2 established a fast food drive-through restaurant as a permitted use by right at the project site. ESMC § 15-5-5(Q) allows drive-through lanes to encroach into required landscaped setbacks up to a maximum of 50% of the required setback. Drive-through lanes must not interfere with on-site and off-site circulation and must maintain a minimum continuous length of 150 feet for an eating and drinking establishment. The proposed modification to the existing single-lane drive-through is consistent with these standards.

SECTION 6: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 7: The Commission Secretary is directed to mail a copy of this Resolution to Chevron USA, Inc., McDonalds' Corporation, and to any other person requesting a copy.
SECTION 8: Except as provided in Section 6, this Resolution is the Planning Commission's final decision and will become effective immediately upon adoption.

PASSED AND ADOPTED this 8th day of December 2016.

Ryan Baldino, Chairperson
City of El Segundo Planning Commission

ATTEST:

Sam Lee, Secretary

Baldino - Aye
Newman - Aye
Nicol - Aye
Nisley - Aye
Wingate - Aye

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

By: __________________________
David King, Assistant City Attorney
PLANNING COMMISSION RESOLUTION NO. 2808

Exhibit A

CONDITIONS OF APPROVAL

In addition to all applicable provisions of the El Segundo Municipal Code ("ESMC"), McDonald’s Corporation and Chevron USA Inc. agree to comply with the following provisions as conditions for the City of El Segundo’s approval of Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01, ("Project Conditions"): 

Planning Division Conditions

1. Before the City issues a building permit, the applicant must submit plans which show that the Project substantially complies with plans and conditions approved and on file with the Planning and Building Safety Department. Any subsequent modification to the approved Project must be referred to the Planning and Building Safety Director to determine whether Planning Commission approval is required for the proposed modification.

2. Any subsequent modification to the project as approved must be referred to the Director of Planning and Building Safety for approval and a determination regarding the need for Planning Commission review of the proposed modification.

3. A complete Landscape Plan and Irrigation Plan must be submitted for the review and approval of the Director of Planning and Building Safety. The Landscape and Irrigation Plan must have a planting schedule and description of the proposed irrigation system. The proposed Landscape and Irrigation Plan must meet the requirements of ESMC §§ 15-4C-6 and 15-4C-5(l) regarding Open Space and Landscaping. The Landscape Plan and Irrigation Plan must also meet the Water Conservation in Landscaping requirements in ESMC §§15-1-6, 15-2-14, and 15-15A (Ordinance No. 1515).

4. Prior to the issuance of a Certificate of Occupancy, the applicant must submit a Master Sign Program to ensure compatibility with the surrounding area and the aesthetic objectives of the General Plan, as well as ensure sign do not impede traffic or pedestrian safety. The Master Sign Program is subject to approval of the Director of Planning and Building Safety, or their designee.

5. All conditions of approval contain in Resolution No. 4028, adopted by the City Council on July 24, 1997, will remain in effect.
Building Safety Division Conditions

6. The applicant must comply with the ESMC, the applicable State Water Conservation requirements, the 2013 edition of the California Building Code (CBC), as amended by the City of El Segundo, the California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards and Building Energy Efficiency Standards.

7. Before the City issues building permits, the applicant must submit plans stamped by a State-licensed architect or engineer to the Planning and Building Safety Division for review and approval. Building Safety Division staff will determine if the plans must include demolition, complete structural calculations, details, notes and material specifications.

Fire Department Conditions

8. The applicant must comply with the applicable requirements of the 2013 California Building and Fire Codes and the 2013 International Fire Code as adopted by the City of El Segundo and El Segundo Fire Department Regulations. On January 1, 2017, the City will be adopting the 2016 California Building Standards. For projects submitted for plan review after January 1, 2017, the 2016 California Editions apply.

Construction Conditions

9. The applicant must keep soil stockpiled for two days or more covered, moist, or treated with soil binders to prevent dust generation.

10. The applicant must cover or maintain two feet of free board on any stock pile of debris, dirt or rusty materials on-site.

11. All haul trucks hauling soil, sand, and other loose materials must either be covered or maintain two feet of freeboard.

12. The owner or contractor must conduct daily street sweeping and truck wheel cleaning to prevent dirt in the storm drain system.

13. All diesel equipment must be operated with closed engine doors and must be equipped with factory-recommended mufflers.

14. The applicant must provide a telephone number for local residents to call to submit complaints associated with the construction noise. The number must
be posted on the project site and must be easily viewed from adjacent public areas.

15. All construction-related parking must be accommodated on-site. No construction related parking is permitted off-site.

Miscellaneous Conditions

16. McDonald's Corporation c/o Lorraine Fortelka, Senior Counsel, and Chevron USA Inc. c/o Jacqueline McGinnis, Real Property Officer, agree to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01. Should the 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 City approval of Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01, McDonald's Corporation c/o Lorraine Fortelka, Senior Counsel, and Chevron USA Inc. c/o Jacqueline McGinnis, Real Property Officer agree to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of El Segundo's elected officials, appointed officials, officers, and employees.

By signing this document, McDonald's Corporation c/o Lorraine Fortelka, Senior Counsel, and Chevron USA Inc. c/o Jacqueline McGinnis, Real Property Officer certify that they have read, understood, and agrees to the Project Conditions listed in this document.

________________________________________________________________________
McDonald's Corporation c/o Lorraine Fortelka, Senior Counsel

________________________________________________________________________
Chevron USA Inc. c/o Jacqueline McGinnis, Real Property Officer

{If Corporation or similar entity, needs two officer signatures or evidence that one signature binds the company}
MINUTES OF THE MEETING
OF THE PLANNING COMMISSION
OF THE CITY OF EL SEGUNDO, CALIFORNIA

December 08, 2016

Chair Baldino called the El Segundo Planning Commission meeting to order at 5:30 p.m. in the El Segundo City Hall’s Council Chambers, 350 Main Street, El Segundo, California.

CALL TO ORDER

Commissioner Wingate led the Pledge of Allegiance.

PLEDGE TO FLAG

PRESENT: NICOL, NEWMAN, BALDINO, NISLEY, WINGATE

ROLL CALL

None.

PUBLIC

COMMUNICATIONS

CONSENT
CALENDAR

CONSENT

CALL ITEMS FROM

MOTION

COMMUNICATIONS

NEW BUSSINESS for

EA-1158; PPA 16-01

Chair Baldino presented the Consent Calendar.

None.

Ms. Wingate moved, seconded by Commissioner Newman, for the Planning Commission to approve the September 22, 2016 and October 13, 2016 minutes. Motion carried (5-0).

None.

Chair Baldino presented Agenda Item H-3, Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PP 16-01. Address: 101 South Sepulveda Boulevard. Property Owner Chevron USA Inc. c/o Jacqueline McGinnis, Real Property Officer. Applicant: McDonald’s Corporation c/o Lorraine Fortelka, Senior Counsel.

Assistant Planner Raneika Brooks presented presentation of the staff report.

Zorah Mariano, Stantec Architecture, applicant

Mr. Baldino asked Ms. Mariano if the proposed additional drive-through lane would resolve the issue.

Mrs. Mariano stated that she believed that it would. She said that past projects show that adding a lane improves efficiency by 20%. She added that technological improvements also help the line move quicker.

Mr. Baldino stated that since the overflow is into their own property, rather than into the street, they have the incentive to address such issues on their own.

Ms. Wingate moved, seconded by Commissioner Nicol, for the Planning Commission to approve Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PP 16-01. Motion carried (5-0).
Chair Baldino presented Agenda Item J-4, Scoping Meeting for the proposed Park Place Extension.

Alan Ashimine of Michael Baker International gave a brief overview of the project options and the environmental documents that his firm would be preparing.

Mr. Baldino asked if the Environmental Impact Report would look at all of the presented options, and asked who ultimately chooses which option will be taken.

Principal Planner Paul Samaras stated that the document would analyze the impacts of all options. He also stated that the City Council makes the final decision.

Commissioner Newman asked why some of the options take the street right into the Arc Light Cinemas property rather than going straight through.

Mr. Samaras responded that since this project directly impacts access to their property, the said configuration of the street is a way to make up for that.

Mr. Baldino questioned whether a future southward leg to Rosecrans Avenue would need a separate EIR.

Mr. Nicol asked why the City would pay for two EIRs rather than include the present and future projects into the one being prepared now.

Mr. Samaras said that our application for grant funding states that we will use the money for the City to complete its road network as outlined in the Circulation Element of the General Plan. A street connecting S. Allied Way to E. Rosecrans Avenue is not proposed in the General Plan.

Mr. Newman asked if we could amend the General Plan.

Mr. Samaras stated that we could, but that it is not the project before the Commission at present.

Ms. Wingate asked if the railroad companies would be willing to move their tracks.

Mr. Ashimine stated that they have only had preliminary meetings with the companies, and that they have not made any statements about moving their tracks. He said that they will be in contact with them throughout the CEQA process.

Ms. Wingate asked if the railroad companies are unwilling to move their tracks, the City’s only option would be subgrade roads.

Mr. Hishinsh stated that to get them to move their tracks would require a significant amount of coordination between the companies.

Allan Mackenzie, Rosecrans Sepulveda Partners
Mr. Mackenzie stated that it is their intention to eventually continue S. Allied way south.
Mr. Baldino asked for an explanation as to why such a connection cannot be included in the current EIR.

City Attorney David King stated that this could be done, but that General Plan Amendment would have to first be approved, and the current project would have to start over, since the project description would have to be modified.

Ms. Wingate asked how long a General Plan Amendment would take.

Mr. King replied that it would take several months.

Mr. Mackenzie counseled that staff continue current project without amending the General Plan.

Ken Berkman, Interim Public Work Director

Mr. Berkman stated that the project is partially funded by Measure R, and that stopping to amend the General Plan in order that a future addition to the project be included in the current EIR may impact funding.

Rod Spackman, Manager of Govt. Affairs for Chevron in the South Bay

Mr. Spackman said that Chevron is not opposed to the reconfiguration of the railroads, but said that they are also interested in their ability to continue to operate as they do today. He stated that much of the crude oil that comes into the refinery for processing comes through a pipeline infrastructure that would have to be reconfigured along with the railroads. An interruption of this flow for such a reconfiguration would constitute a significant impact that would have to be addressed in the EIR.

He stated that the ideal choice from Chevron's perspective would be the option with grade separation at each track, which requires no reconfiguration of the tracks or pipelines, thus allowing them to continue to operate normally.

He added that at-grade rail crossings for the new streets are a "non-starter", and that he did not believe them to be workable or safe, and that they would raise safety and security concerns that they would rather not have.

Michael Strahs, Federal Realty Investment Trust

Mr. Strauss expressed support for the project, stating that it would increase connectivity and reduce traffic congestion. He stated that the element of the project that his company is most concerned about is: if there is a grade separation at the railroad tracks, whether the road will rise to street grade again in time for cars to conveniently get into The Point's parking lot.

Planning & Building Safety Director Sam Lee gave a brief overview of the progress that the Department has made over the last year and the goals for 2017. He thanked the Commission and staff for a wonderful year and for everyone's hard work.

Mr. Nicol asked why the R-1 update was not on the agenda, and if staff was behind schedule.
Planning Manager Gregg McClain stated that staff found it necessary to make changes to the Definitions section of the Code in tandem with the R-1 changes. He stated that this has caused a slight delay, but that staff is still on schedule and that the item will be before the Commission for the next meeting.

Chair Baldino adjourned the meeting.

The meeting adjourned at 6:41 p.m.

PASSED AND APPROVED ON THIS 8TH DAY OF DECEMBER 2016.

Sam Lee, Secretary of the Planning Commission and Director of the Planning and Building Safety Department

Ryan Baldino, Chairman Planning Commission City of El Segundo, California
RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA, APPROVING ENVIRONMENTAL ASSESSMENT NO. EA-1158 AND ADOPTING PRECISE PLAN AMENDMENT NO. PPA 16-01 TO AMEND PRECISE PLAN 71-2 AND 71-3 TO ALLOW A DOUBLE LANE DRIVE-THROUGH AT 101 SOUTH SEPUVEDA BOULEVARD IN THE HEAVY INDUSTRIAL (M-2) ZONE. PETITIONED BY MCDONALD'S CORPORATION.

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

SECTION 1: The City Council finds and declares that:

A. On August 17, 2016, McDonald's Corporation filed an application for Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01 for a second amendment to Precise Plan 71-2/71-3 (originally referred to as Precise Plan 8) to allow the conversion of an existing single lane drive-through to a double lane drive-through at a McDonald's restaurant within the Heavy Industrial (M-2) Zone located at 101 South Sepulveda Boulevard.

B. The application was reviewed by the City's Planning and Building Safety Department for consistency with the General Plan and conformity with the El Segundo Municipal Code ("ESMC");

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

D. On December 8, 2016, the Commission held a public hearing to receive public testimony and other evidence regarding the application including, without limitation, information provided to the Commission by City staff and public testimony, and representatives of McDonald's Corporation. Following the public hearing, the Planning Commission adopted Resolution No. 2808 recommending that the City Council approve the project;

E. On January 17, 2017, the City Council held a duly advertised public hearing to receive public testimony and other evidence regarding the application including, without limitation, information provided to the City Council by City Staff and public testimony;
F. The City Council considered the information provided by City Staff and public testimony. This Resolution, and its findings, are made based upon the evidence presented at the Planning Commission at its January 17, 2017 hearing including the staff reports submitted by the Planning and Building Safety Department.

SECTION 2: Factual Findings and Conclusions. The City Council finds that the following facts exist:

A. The subject site is located in the Heavy Industrial (M-2) Zone on a 1.27-acre portion of a larger 625.24-acre section of the Chevron Oil Refinery located at 101 South Sepulveda Boulevard.

B. The surrounding land uses consist of a three-story office/research and development building across El Segundo Boulevard to the northwest, the 22 story Pacific Corporate Towers, containing approximately 1,683,056 square feet of office uses, to the northeast, a single-story commercial shopping center across Sepulveda Boulevard to the east, and the surrounding area to the west and south is developed as the Chevron Oil Refinery, with an employee park and fitness center adjacent to the project.

C. The existing development and uses were approved in 1971 under Precise Plan 71-2 and 71-3 and an amendment in 1997 (EA-394 and PP 97-2). The 1997 Amendment specified that "[t]he development standards for Precise Plan 8 are those set forth in the plans for the proposed project," which depicted a single-lane drive-through.

D. The subject site is developed with a 12-pump Chevron service station, a 3,342-square foot McDonald’s fast food restaurant with a single lane drive-through, and a 1,736-square foot Chevron foodmart integrated into the restaurant building.

E. Vehicular access for the project site is provided by three existing driveways on Sepulveda Boulevard and one existing driveway on El Segundo Boulevard. A previously approved parking demand study determined 45 parking spaces would be required for the restaurant and foodmart. The project will provide 62 parking spaces, including 59 standard and 3 accessible spaces.

F. The proposed project would amend the existing Precise Plan to allow a double lane drive-through.
SECTION 3: Environmental Assessment. Based upon the facts identified in Section 2 of this Resolution and the evidence presented, the City Council finds that the proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 which identifies the project as a Class 1 exemption (Existing Facilities) and § 15304 as a Class 4 categorical exemption (Minor Alterations to Land). The project consists of a Precise Plan Amendment that will allow the conversion of an existing single lane drive-through to a double lane drive-through at drive-through restaurants in the Heavy Industrial (M-2) Zone. The proposed project would result in negligible expansion of the existing use and includes minor alterations to landscaping that do not involve removal of healthy, mature, and/or scenic trees. Furthermore, the site has no value as a habitat for endangered, rare, of threatened species. There are adequate utilities and public services to serve the project. The project is consistent with the City's General Plan and Zoning Code, and is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality.

SECTION 4: General Plan and Zoning. The proposed project conforms with the City's General Plan and the zoning regulations in the ESMC as follows:

A. The General Plan Land Use Designation of the project site is Heavy Industrial. The proposed project is consistent with the following General Plan Economic Development objectives and policies: Objective ED1-1 and Policies ED1-2.1 and ED 1-2.3, which relate to the maintenance and expansion of El Segundo's economic base.

B. The proposed project is consistent with the following General Plan Land Use policies: LU 1-5.6, LU 4-1.1, and LU 4-1.2, which relate to conformance with City zoning standards and guidelines for the implementation of CEQA, requiring landscaping and its maintenance for commercial projects, and compliance with Health and Safety Code requirements.

C. The proposed project is consistent with the following General Plan Circulation goals, objectives, and policies: C 1-2 and C 2-1, C 3-1, Goal C-1, and Policy C 3-2.1, which relate to the provision of a circulation system to ensure safety of residents, workers, and visitors of El Segundo and the consideration of circulation impacts.

D. The proposed project is consistent with the General Plan Air Quality Objective AQ-10-1 which relates to the control of particulate emissions.

E. The site is zoned Heavy Industrial (M-2), which permits drive-through restaurants, service stations, and foodmarts with the approval of a Conditional Use Permit (CUP). However, because the 1997 Amendment to the Precise Plan specified that "[t]he development standards for Precise
Plan 8 are those set forth in the plans for the proposed project," which depicted a single-lane drive-through, an amendment to the precise plan is required.

SECTION 5: Approval. The City Council hereby approves and adopts the following amendments to Precise Plan 8 subject to the attached Conditions of Approval:

That double lane drive-throughs are permitted under the Precise Plan. Any proposed modification to the existing single-lane drive through must comply with ESMC § 15-15-5(Q) which (1) allows drive-through lanes to encroach into required landscaped setbacks up to a maximum of 50% of the required setback; (2) provides that drive-through lanes must not interfere with on-site and off-site circulation and (3) requires drive-throughs maintain a minimum continuous length of 150 feet for an eating and drinking establishment.

SECTION 6: Reliance on Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: Summaries of Information. All summaries of information in the findings which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from such summary is not an indication that a particular finding, is not based in part on that fact.

SECTION 8: This Resolution will become effective immediately upon adoption and will remain effective until superseded by a subsequent resolution.

SECTION 9: A copy of this Resolution must be mailed to McDonald's Corporation and Chevron USA Inc., and to any other person requesting a copy.
PASSED, APPROVED AND ADOPTED this ___ day of January, 2017.

ATTEST:

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, 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, approved and adopted by said City Council at a regular meeting held on the ___ day of January, 2017, approved and signed by the Mayor, and attested to by the City Clerk, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
CITY COUNCIL RESOLUTION NO. ____

Exhibit A

CONDITIONS OF APPROVAL

In addition to all applicable provisions of the El Segundo Municipal Code ("ESMC"), McDonald's Corporation and Chevron USA Inc. agree to comply with the following provisions as conditions for the City of El Segundo's approval of Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01, ("Project Conditions"): 

Planning Division Conditions

1. Before the City issues a building permit, the applicant must submit plans which show that the Project substantially complies with plans and conditions approved and on file with the Planning and Building Safety Department. Any subsequent modification to the approved Project must be referred to the Planning and Building Safety Director to determine whether Planning Commission approval is required for the proposed modification.

2. Any subsequent modification to the project as approved must be referred to the Director of Planning and Building Safety for approval and a determination regarding the need for Planning Commission review of the proposed modification.

3. A complete Landscape Plan and Irrigation Plan must be submitted for the review and approval of the Director of Planning and Building Safety. The Landscape and Irrigation Plan must have a planting schedule and description of the proposed irrigation system. The proposed Landscape and Irrigation Plan must meet the requirements of ESMC §§ 15-4C-6 and 15-4C-5(l) regarding Open Space and Landscaping. The Landscape Plan and Irrigation Plan must also meet the Water Conservation in Landscaping requirements in ESMC §§ 15-1-6, 15-2-14, and 15-15A (Ordinance No. 1515).

4. Prior to the issuance of a Certificate of Occupancy, the applicant must submit a Master Sign Program to ensure compatibility with the surrounding area and the aesthetic objectives of the General Plan, as well as ensure sign do not impede traffic or pedestrian safety. The Master Sign Program is subject to approval of the Director of Planning and Building Safety, or their designee.

5. All conditions of approval contain in Resolution No. 4028, adopted by the City Council on July 24, 1997, will remain in effect.
Building Safety Division Conditions

6. The applicant must comply with the ESMC, the applicable State Water Conservation requirements, the 2013 edition of the California Building Code (CBC), as amended by the City of El Segundo, the California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards and Building Energy Efficiency Standards.

7. Before the City issues building permits, the applicant must submit plans stamped by a State-licensed architect or engineer to the Planning and Building Safety Division for review and approval. Building Safety Division staff will determine if the plans must include demolition, complete structural calculations, details, notes and material specifications.

Fire Department Conditions

8. The applicant must comply with the applicable requirements of the 2013 California Building and Fire Codes and the 2013 International Fire Code as adopted by the City of El Segundo and El Segundo Fire Department Regulations. On January 1, 2017, the City will be adopting the 2016 California Building Standards. For projects submitted for plan review after January 1, 2017, the 2016 California Editions apply.

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9. The applicant must keep soil stockpiled for two days or more covered, moist, or treated with soil binders to prevent dust generation.

10. The applicant must cover or maintain two feet of free board on any stock pile of debris, dirt or rusty materials on-site.

11. All haul trucks hauling soil, sand, and other loose materials must either be covered or maintain two feet of freeboard.

12. The owner or contractor must conduct daily street sweeping and truck wheel cleaning to prevent dirt in the storm drain system.

13. All diesel equipment must be operated with closed engine doors and must be equipped with factory-recommended mufflers.

14. The applicant must provide a telephone number for local residents to call to submit complaints associated with the construction noise. The number must
be posted on the project site and must be easily viewed from adjacent public areas.

15. All construction-related parking must be accommodated on-site. No construction related parking is permitted off-site.

Miscellaneous Conditions

16. McDonald's Corporation c/o Lorraine Fortelka, Senior Counsel, and Chevron USA Inc. c/o Jacqueline McGinnis, Real Property Officer, agree to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01. Should the 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 City approval of Environmental Assessment No. EA-1158 and Precise Plan Amendment No. PPA 16-01, McDonald's Corporation c/o Lorraine Fortelka, Senior Counsel, and Chevron USA Inc. c/o Jacqueline McGinnis, Real Property Officer agree to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of El Segundo's elected officials, appointed officials, officers, and employees.

By signing this document, McDonald's Corporation c/o Lorraine Fortelka, Senior Counsel, and Chevron USA Inc. c/o Jacqueline McGinnis, Real Property Officer certify that they have read, understood, and agrees to the Project Conditions listed in this document.

McDonald's Corporation c/o Lorraine Fortelka, Senior Counsel

Chevron USA Inc. c/o Jacqueline McGinnis, Real Property Officer

{If Corporation or similar entity, needs two officer signatures or evidence that one signature binds the company}
RESOLUTION NO. 2372

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA, ADOPTING WITH CERTAIN CONDITIONS SPECIFIC (PRECISE) PLAN NO. 8. (SERVICE STATION)

WHEREAS, under the provisions of Title 20 (The Comprehensive Zoning Ordinance) of the "El Segundo Municipal Code" and the laws of the State of California, applicable to such matters, Standard Oil Company of California, Western Operations, Inc., has filed its petition for the adoption of Specific (Precise) Plan No. 8; and

WHEREAS, said Plan is for property located in the City of El Segundo, County of Los Angeles, State of California, more particularly described as follows:

A portion of Lot 3, Tract No. 1314, in the City of El Segundo as recorded in Book 20, Page 61 of Maps, Records of Los Angeles County, California, described as follows:

BEGINNING at the Northeast corner of said Lot 3 said point also being the Northeast corner of Section 13, Township 3 South, Range 15 West, S.B.B. & M.; thence due West along the northerly line of said Lot 3 a distance of 225.00 feet to a point; thence South 0° 01' 00" East along a line parallel with and 225 feet westerly of the easterly line of said Lot 3 a distance of 50 feet to the true point of beginning; thence continuing South 0° 01' 00" East along said parallel line a distance of 200 feet to a point; thence North 89° 59' 30" East along a line a distance of 217 feet to a point in a line parallel with and 8.00 feet westerly of the easterly line of said Lot 3; thence North 0° 01' 00" West along said parallel line a distance of 160.01 feet to a point of tangency with a circular curve concave to the Southwest with central angle of 89° 59' 00" and radius of 40 feet; thence along an arc of said curve a distance of 62.82 feet to a point of tangency with a line parallel with and 50 feet southerly of the said northerly line of Lot 3; thence due West along said parallel line a distance of 177.01 feet to the point of beginning;

and said Plan was submitted to the Planning Commission of the City of El Segundo, and after a hearing duly and regularly held, was approved and recommended for adoption by the City Council; and

WHEREAS, the City Council of the City of El Segundo has duly and regularly held a public hearing on said Plan; and

WHEREAS, the City Council of the City of El Segundo has now acquired jurisdiction to adopt this resolution;
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF
EL SEGUNDO, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETER-
MINE AND ORDER AS FOLLOWS:

SECTION 1. That said Specific (Precise) Plan No. 8 herein-
above referred to as approved by the Planning Commission of the City of
El Segundo in its Resolution No. 730, be and the same is hereby approved
and adopted upon the following conditions:

(1) That Alameda brick veneer shall be added to the main build-
ing as indicated on the right and left elevations on the drawing as submitted.

(2) That the exterior trash storage area shall be screened from
view regardless of the location of the storage area.

(3) That a sidewalk shall be constructed to City specifications
from the South property line to the North property line paralleling Sepulveda
Boulevard.

(4) That street trees shall be planted and maintained between
the driveways on Sepulveda Boulevard in accordance with the City's master
plan of street trees.

(5) That all utilities providing services to the new building nor-
mally placed above ground, including without limitation electrical service
lines and telephone service lines, shall be placed underground, except that
if it is not possible to place said lines underground, overhead services may
be approved by the City Council.

(6) That signs shall not be permitted to overhang the street right-
of-way.

(7) That plants shall not exceed 24 inches in height and the park-
ing of automobiles, and the placement of sign poles, or lighting standards, shall
not be permitted in the 15 foot corner vision clearance triangle (Section 20.58.000
of the "El Segundo Municipal Code").

(8) That the roof line as indicated on the elevation sheet be
changed to a suburban style station with a low pitch roof.

(9) That no building or structure shall be constructed that will
interfere with the use of the existing free right turn until the right turn at
El Segundo and Sepulveda Boulevards is completed.

(10) That construction shall commence within one year from March 8, 1971; this request becomes null and void if construction has not commenced within said time.

SECTION 2. That the applicant is informed that the City Council does not, by this action, intend to impair its authority to modify the traffic and circulation restrictions in the neighborhood of applicant's property if the need arises to make such modification.

SECTION 3. That the City Clerk is hereby authorized and directed to endorse the said plan as hereby approved and adopted by the City Council. Said plan is on file in the office of the City Clerk for public inspection and by this reference incorporated in this resolution and made a part hereof.

SECTION 4. That this resolution shall become effective upon adoption.

SECTION 5. That the City Clerk shall certify to the passage and adoption of this resolution; shall enter the same in the book of original resolutions of said City, and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED and ADOPTED this 8th day of March 1971.

Mayor of the City of El Segundo, California.

ATTEST:

City Clerk

(SEAL)
STATE OF CALIFORNIA,  
COUNTY OF LOS ANGELES,  
CITY OF EL SEGUNDO.

I, JANE D. HOUGH, City Clerk of the City of El Segundo, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing Resolution, being Resolution No. 2372 was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the 8th day of March, 1971 and that the same was so passed and adopted by the following vote:

AYES: Councilmen Frederick, McGill, Nagel and Mayor Stephens;

NOES: Councilmen None;

ABSENT: Councilmen None;

ABSTAINING: Councilman Balmer,

WITNESS my hand and the official seal of said City this 15th day of March, 1971.

JANE D. HOUGH
City Clerk of the City of El Segundo
California

(SEAL)
RESOLUTION NO. 4028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA, APPROVING PRECISE PLAN AMENDMENT 97-2 TO AMEND PRECISE PLAN 8, CERTIFYING A MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACTS FOR ENVIRONMENTAL ASSESSMENT EA-394 AND ADOPTING A MITIGATION MONITORING PROGRAM, TO ALLOW A MCDONALD'S DRIVE-THRU RESTAURANT, A REBUILT CHEVRON SERVICE STATION AND A FOODMART AT 101 SOUTH SEPULEVEDA BOULEVARD. PETITIONED BY CHEVRON USA PRODUCTS COMPANY.

WHEREAS, an application has been received from Chevron USA Products Company, requesting approval of an Environmental Assessment and an Amendment to a Precise Plan to allow the development of a McDonald's drive-thru restaurant, a Chevron Service station with 12 fueling positions, and a Chevron foodmart on 1.27 acres located at 101 South Sepulveda Boulevard in the Heavy Industrial (M-2) Zone; and

WHEREAS, an Environmental Assessment (EA-394), including a Draft Initial Study and Mitigated Negative Declaration of Environmental Impacts for the proposed use, has been prepared and circulated to all interested parties, staff, and affected public agencies for review and comment in the time and manner prescribed by law; and

WHEREAS, the Planning Commission has reviewed the application and supporting evidence with the authority and criteria contained in the California Environmental Quality Act, State CEQA Guidelines and the City of El Segundo Guidelines for the Implementation of the California Environmental Quality Act (Resolution No. 3805); and

WHEREAS, a Traffic Impact Study was conducted to evaluate all transportation and circulation impacts associated with the project and submitted with the application; and

WHEREAS, a Parking Demand Analysis was conducted to evaluate all parking impacts associated with the project and submitted with the application; and

WHEREAS, an Air Quality Assessment was conducted to estimate the air pollution emissions which will be generated by the project to evaluate any potential air quality impacts associated with the construction and operation of the facility and submitted with the application; and

WHEREAS, a Fiscal Impact Analysis to evaluate the project costs versus project revenues and the project's impact on City services was conducted by City Staff; and

WHEREAS, and Environmental Site Investigation was submitted by the applicant, which examined potential subsurface soil contamination on the property; and

WHEREAS, on July 24, 1997, the Planning Commission did hold, pursuant to law, a duly advertised public hearing on such matter in the Council Chamber of the City Hall, 350 Main Street, and notice of the public hearing was given in the time, form and manner prescribed by law; the Planning Commission adopted Resolution No. 2397, recommending approval of the Precise Plan Amendment and Environmental Assessment; and

1
WHEREAS, on August 5, 1997, the City Council did hold, pursuant to law, a duly advertised public hearing on such matter in the Council Chamber of the City Hall, 350 Main Street, and notice of the public hearing was given in the time, form and manner prescribed by law; and

WHEREAS, opportunity was given to all persons present to speak for or against the findings of Environmental Assessment EA-394 and Precise Plan Amendment 97-2; and

WHEREAS, at said hearing the following facts were established:

1. The applicant is proposing to construct a new 3,341 square foot McDonald's drive-thru restaurant, a 1,795.5 square foot Chevron Foodmart, and Chevron Service Station with 12 fueling positions at 101 South Sepulveda Boulevard. No outdoor dining or alcohol sales are proposed. The restaurant is proposed to operate from 5:00 am to 12:00 am (midnight) Sunday through Thursday and 5:00 am to 1:00 am on Friday and Saturday. The drive-thru is proposed to operate twenty-four (24) hours a day, seven (7) days a week. While there are three windows deigned to allow “face-to-face” ordering payment and pick-up, ordering will usually take place from menu board/speaker box located west side of the building with the drive-thru queue on the west and south side, and pick-up window on the south side of the building. The building is one story and 22 feet maximum in height.

2. The lot currently has a Chevron Service Station with 14 fueling positions, a four-bay automobile service center, and a 240 square foot cashier kiosk. The existing structures will be demolished.

3. Access to the site would be provided by two existing driveways on Sepulveda Boulevard, one existing driveway on El Segundo Boulevard and one new 37 foot wide driveway on Sepulveda Boulevard. Additionally, a 30 foot wide existing driveway on El Segundo Boulevard closest to Sepulveda Boulevard would be eliminated. A 13 foot wide by 50 foot long loading zone is proposed on the east side of the building and 45 total parking spaces would be provided including 43 standard spaces and 2 handicapped spaces.

4. No new fences or walls are proposed; the existing 6 foot high chain link fence on the south and west sides of the property are proposed to remain. The total site landscaping would be approximately 11,110 square feet in area, covering 20% of the total site.

5. A total of sixty (60) to seventy (70) employees would occupy the site; with a total of ten (10) to twenty (20) employees per shift.

6. The proposed FAR would be 0.09, well below the 0.6 FAR limit. All development standards required by the Heavy Industrial (M-2) Zone would be met with the exception of the width of the new parking lot driveway, the number of parking spaces provided, and the number of trees in the Vehicular Use Area and street side setbacks. The proposed development is on a 1.27 acre portion of a larger 625.24 acre section of the Chevron Oil Refinery. The property would be leased to the operators of the McDonald's/ Chevron. No division of land is proposed or required by the Subdivision Map Act.

7. The surrounding area to the west and south is developed as the Chevron Oil Refinery, with an employee park and a fitness center adjacent to the project. A landscape strip approximately five (5) feet to nine (9) feet in width would then separate the project parking lot from adjacent portions of the Chevron Oil Refinery. To the east is a single-story
commercial shopping center across Sepulveda Boulevard, and there is a vacant three story office, research and development building across El Segundo Boulevard to the north. To the northeast are the 22 story Pacific Corporate Towers, containing 1,683,056 square feet of office uses. The properties to the north across El Segundo Boulevard are zoned Medium Manufacturing (MM), Public Facilities (PF), and General Commercial (C-3), to the south and west is zoned Heavy Industrial (M-2), to the east across Sepulveda Boulevard is zoned Open Space (OS), Parking (P), and General Commercial (C-3), and to the northeast across El Segundo and Sepulveda Boulevards is zoned Corporate Office (CO).

8. The project site is located within the southwest portion of the City of El Segundo, approximately one mile west of the San Diego (I-405) Freeway and two miles south of the Glenn Anderson (I-105) Freeway and Los Angeles International Airport (LAX). The Metro Green Line Light Rail and the closest station at El Segundo Boulevard and Nash Street is located approximately one-half mile to the east of the project site.

9. The existing buildings, uses and development standards were approved under a Precise Plan (PP-8) in 1971, later renumbered as Precise Plan 71-12 and 71-13 for the redevelopment of an older service station and the construction of a training center adjacent to the service station. The training center building is currently used as a fitness center by Chevron employees and is located directly west of the proposed parking lot at the south end of the project.

10. The proposed project is subject to the California Environmental Quality Act (CEQA). In accordance with State guidelines and local requirements, a Draft Initial Study and Mitigated Negative Declaration was prepared and circulated for interdepartmental and affected agency review. No significant adverse impacts were identified which could not be mitigated to an insignificant level, including impacts to traffic/circulation, risk of upset, air quality and public services.

11. The Fiscal Impact Analysis, utilizing the City's Fiscal Impact Model, indicates that the project will generate a fiscal surplus for the City of approximately $375,400 during its first five years, after consideration of City service costs.

SECTION 1. AFTER CONSIDERING THE ABOVE FACTS, TESTIMONY AND EVIDENCE PRESENTED AT THE HEARING, AND STUDY OF PROPOSED ENVIRONMENTAL ASSESSMENT EA-394 AND PRECISE PLAN AMENDMENT 97-2, THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS FOR THE PROPOSED PROJECT AND AMENDMENT TO PRECISE PLAN 8:

ENVIRONMENTAL ASSESSMENT

1. The Draft Initial Study was made available to all local and affected agencies and for public review and comment in the time and manner prescribed by law. The Initial Study concluded that the proposed project will not have a significant, adverse effect on the environment, and a Mitigated Negative Declaration of Environmental Impact will be prepared pursuant to the California Environmental Quality Act (CEQA); and

2. That when considering the whole record, there is no evidence that the project will have the potential for an adverse effect on wildlife resources or the habitat on which the wildlife depends, because the project is in a built-out urban environment; and
3. That the City Council authorizes and directs the Director of Planning and Building Safety to file with the appropriate agencies a Certificate of Fee Exemption and de minimus finding pursuant to AB 3158 and the California Code of Regulations. Within ten (10) days of the approval of the Mitigated Negative Declaration of Environmental Impacts, the applicant shall submit to the City of El Segundo a fee of $25.00 required by the County of Los Angeles for the filing of this certificate along with the required Notice of Determination. As approved in AB 3158, the statutory requirements of CEQA will not be met and no vesting shall occur until this condition is met and the required notices and fees are filed with the County.

PRECISE PLAN

1. That the proposed location of the project is in accord with the purposes of the zone in which the site is located. The proposed project is consistent with the intent of the Heavy Industrial (M-2) Zone which refining, construction yards, factories, and heavy manufacturing uses. The proposed project adds restaurants with drive-thru operations, and retail sales to the permitted uses stated in Precise Plan 8 (PP 71-12 & 71-13).

2. Precise Plan 8 (PP 71-12 & 71-13), which established the design of the existing facilities and the placement of essential related facilities such as parking, traffic circulation, and loading, is not significantly altered by the proposed amendment. The traffic will still access the site from three of the four original locations with an additional driveway at the south end of the project site.

3. The amendment to allow the proposed restaurant and foodmart to provide 45 parking spaces instead of 51 parking spaces as required by the current Zoning code, based on the submitted Parking Demand Analysis, the amendment to allow the placement of 7 trees in the 36,218 square foot Vehicular Use Area (VUA) instead of the 12 trees required by the Zoning Code, the amendment to provide 5 and 8 trees in the in the El Segundo Boulevard and Sepulveda Boulevard street side setbacks, respectively, instead of 7 and 11 trees in the respective setbacks, and the amendment to allow the new driveway to exceed the required 30 foot maximum width by 7 feet are consistent with the purposes of a Precise Plan which, like a Specific Plan or a Planned Residential Development, provides the flexibility to allow for deviation from specific site development standards to achieve the overall design for the site.

GENERAL PLAN CONSISTENCY

1. That the proposed use is consistent with the following General Plan Economic Development objectives and policies: ED 1-1.1, ED 1-2.1, ED 1-2.2, and ED 1-2.3, which relate to prioritizing economic development, diversification of an economic base, expanding the retail and commercial base, targeting industries that balance economic development and quality of life goals, and balancing development with resource and infrastructure capacity.

2. That the proposed use is consistent with the following General Plan Land Use Goals, Policies and Objectives: LU 1-5.6, LU 1-5.7, LU 3-2.3, LU 4-1, LU 4-1.1, LU 4-1.2, LU 4-1.4, LU 7-1.2 and LU 7-2.3. These issues relate to providing a stable tax base, providing landscaping, providing high quality retail facilities in proximity to employment centers, insuring seismic safety, providing good accessibility to transportation routes, encouraging
alternative transportation modes, and requiring adequate public facilities and underground utilities.

3. The proposed use is consistent with the following General Plan Goals, Policies and Objectives related to circulation: C-1, C 1-2, C 1-1.8, C 1-1.13, C 1-1.15, C 1-1.16, C 2-1, C 2-1.6, C 2-2.2, C 3-1.1, C 3-1.2, C 3-1.5, C 3-1.7, C 3-2.1, and C 4-1.2. These issues identify the need for full examination the providing for the present and future circulation needs of the City, implementation of Master Plan roadway improvements, evaluation of project impacts, protecting right-of-way to accommodate future growth, upgrading substandard streets, provide a safe and convenient pedestrian circulation system, encouraging facilities designed for easy pedestrian access, bicycle facilities, full mitigation of all project-related circulation impacts, requiring developers to pay for mitigation measures, integration of transportation with land uses and surrounding environments, adequate pedestrian and bicycle access, adequate parking, evaluation of project impacts on CMP routes, and evaluation of circulation system impacts.

4. The proposed use is consistent with the following General Plan Goals, Policies and Objectives related to air quality: AQ 6-1.1, AQ 10-1, AQ 10-1.2, and AQ 10-1.3, which relate to truck delivery schedules, paving parking lots, encouraging energy conservation features in the design of new projects, and requiring conformance with the SCAQMD PM10 standards.

SECTION 2. THE CITY COUNCIL HEREBY APPROVES AND ADOPTS THE FOLLOWING AMENDMENTS TO PRECISE PLAN 8 SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 OF THIS RESOLUTION:

1. Drive-thru restaurants and retail sales are permitted uses under Precise Plan 8.

2. The development standards for Precise Plan 8 are those set forth in the plans for the proposed project, dated July 1, 1997, including any revisions to said plans pursuant to Condition 1 of Section 3 of this Resolution. In particular, there shall be a minimum of 7 trees in the Vehicular Use Area and a minimum of 5 and 8 trees in the El Segundo Boulevard and Sepulveda Boulevard street side yard setbacks, respectively.

3. The design of the existing facilities and the placement of essential facilities such as parking, traffic circulation and loading are as set forth in said plans and pursuant to Condition No. 9 of Section 3 of this Resolution. In particular, the required parking for the Precise Plan includes reduced parking, based on a Parking Demand Analysis, as set forth in Condition No. 23 of Section 3 of this Resolution. The width of the proposed driveway at the south end of the proposed parking lot may be maximum of 37 feet wide, as set forth in Condition No. 23 of Section 4 of this Resolution.

SECTION 3. THE CITY COUNCIL HEREBY APPROVES ENVIRONMENTAL ASSESSMENT EA-394, AND ADOPTS AND CERTIFIES A MITIGATED NEGATIVE DECLARATION OF THE PROPOSED PROJECT SUBJECT TO THE FOLLOWING CONDITIONS AND MITIGATION MEASURES:

1. Prior to approval of the building plans, the applicant shall develop plans which indicate that the project is in substantial conformance with plans approved and on file with the Department of Planning and Building Safety. Any subsequent modification to the project as approved shall be referred to the Director of Planning and Building Safety for a
determination regarding the need for Planning Commission review of the proposed modification.

2. Prior to issuance of a Certificate of Occupancy, the applicant shall pay a one-time library services mitigation fee of $0.03 per gross square foot of building floor area for each building.

3. Prior to issuance of a Certificate of Occupancy, the applicant shall pay a one-time Fire Services Mitigation Fee of $0.14 per gross square foot of building floor area for each building.

4. Prior to issuance of a Certificate of Occupancy, the applicant shall pay a one-time Police Services Mitigation Fee of $0.11 per gross square foot of building floor area for each building.

5. Prior to issuance of a Certificate of Occupancy, the applicant shall pay a Traffic Impact Mitigation Fee, pursuant to City Council Resolution No. 3969, to the Department of Public Works.

6. Prior to approval of the building plans, the applicant shall submit a Security Plan, including a complete exterior lighting plan, to the Police Department for review and approval. The security measures shall be installed prior to issuance of a Certificate of Occupancy or implemented prior to operation, as appropriate.

7. A Landscaping and Irrigation Plan shall be submitted by the applicant to the Directors of Planning and Building Safety and Recreation and Parks and the Police Chief prior to approval of the building plans. All landscaped areas shall be provided with a permanent automatic watering or irrigation system and shall be permanently maintained in a neat and clean manner. The Landscape Plans shall be revised to include 1 shade tree for every 5,174 square feet of Vehicular Use Area (VUA). A minimum of 5 shade trees must be located along the El Segundo Boulevard street frontage and 8 shade trees must be located along the Sepulveda Boulevard street frontage. The applicant, if feasible, shall incorporate provisions for the use of reclaimed water in the Landscaping and Irrigation Plan. The Plan shall be reviewed and approved by the Director of Planning and Building Safety and Director of Recreation and Parks and installed per the approved plans by the applicant prior to the issuance of a Certificate of Occupancy.

8. Prior to the issuance of a Certificate of Occupancy, the applicant shall submit a Master Sign Plan to ensure compatibility with the surrounding area and the aesthetic objectives of the General Plan, as well as to ensure that signs do not impede traffic or pedestrian safety. The Master Sign Plan shall be subject to the approval of the Director of Planning and Building Safety and all signs shall be installed per the approved plan prior to issuance of a Certificate of Occupancy.

9. The applicant shall submit a Circulation Plan, prior to approval of the building plans, to be reviewed and approved by the Directors of Public Works and Planning and Building Safety which contains, but is not limited to, the following provisions:

A. The eastern most driveway on the El Segundo Boulevard side of the property shall be removed and replaced with sidewalk, curb and gutter;
B. Signs which limit left-turn ingress to the project from westbound El Segundo Boulevard and left-turn egress onto westbound El Segundo Boulevard from the existing driveway at the west end of the site shall be prohibited from 6:00 a.m. to 6:00 p.m. Monday through Friday, excluding Holidays shall be installed;

C. The area in front of the drive-thru, within the 25 foot wide drive aisle, shall be striped and labeled as "keep clear" to prevent vehicles from blocking the area which could create a traffic safety hazard; and,

D. Caltrans approval for all work to be performed in the Sepulveda Boulevard (State Route 1) right-of-way.

All required Circulation Plan elements shall be installed prior to issuance of a Certificate of Occupancy.

10. A circulation and traffic review will be required a minimum of six (6) months to a maximum of twelve (12) months after the issuance of the Certificate of Occupancy for the site. The definition of a “review” involves the preparation of a study for the actual operating restaurant, foodmart, and service station identical to that performed for the development of the site. Additionally, the review shall include reporting of any accidents or other vehicular conflicts related to the fuel delivery operations and/or any other on-site circulation problems. The findings shall be submitted to the Departments of Planning and Building Safety, Public Works, Police and Fire for review and approval. If necessary, the drive-thru and other operations will be modified to maintain clear circulation and access at all times or other mitigation that the City deems appropriate will be required.

11. During construction, the entire project site shall be enclosed by a six-foot high chain link fence. Gates for site fencing shall be located at driveways and shall not open over sidewalk/public right-of-way. A fencing plan shall be submitted by the applicant and reviewed and approved by the Director of Planning and Building Safety prior to installation.

12. All work within the City public right-of-way shall be in accordance with the latest edition of the Standard Specifications for Public Works Construction and City of El Segundo Standard Specifications. No work shall be performed in the public right-of-way without first obtaining a Public Works permit.

13. Prior to approval of the building plans, plans shall indicate that all existing and proposed utilities shall be placed underground to the satisfaction of the City Engineer. The applicant shall assume the costs for the relocation of all utilities, including but not limited to, light poles, electrical vaults, and fire hydrants which are affected by the proposed project.

14. Encroachment permits must be obtained from the Engineering Division Public Works Department for demolition haul-off. Permit must be obtained at the same time the permit for demolition is issued. An encroachment permit for grading is also required when import or export of dirt exceeds fifty (50) cubic yards. Demolition and grading may be listed on one encroachment permit.

15. If new sewer laterals are required and constructed in the public right-of-way they shall be a minimum of six (6) inches inside diameter. Material shall be "vitreous clay pipe". Each lateral shall have a six (6) inch clean-out brought to grade at the property line and securely
capped. A B9 size box shall be placed around the C.O. for protection. The box shall have a cover emblazoned with the word "sewer". If in a traffic area, cover shall be traffic approved. All planned sewer connections shall be checked for elevation prior to starting construction. Existing sewer laterals shall be plugged at the sewer mainline and capped at the property line. Existing six (6) inch wyes may be reused if approved by the Director of Public Works.

16. No material storage is allowed in the public right-of-way except by permit issued by the Engineering Division of the Public Works Department. If material storage is allowed in the public right-of-way it shall be confined to parkway areas and street parking areas, as long as safe and adequate pedestrian and vehicular passage is maintained at all times. Storage beyond these areas in the public right-of-way requires prior approval of the Public Works Department and shall be limited to a maximum period of 24 hours.

17. Prior to Certificate of Occupancy, new curbs, sidewalk, driveway approaches, wheelchair ramps and A.C. pavement, including alleys, shall be constructed/reconstructed as required by the Director of Public Works. Existing driveways and other concrete work not to be incorporated into the construction shall be removed and replaced with standard curb and sidewalk.

18. The applicant shall submit the appropriate documentation to show conformance with or exemption from the state Water Quality Control Board's National Pollution Discharge Elimination System (NPDES) Permit for construction related stormwater run-off to the Director of Public Works prior to the approval of the building plans.

19. The applicant shall develop the property pursuant to applicable provisions of the City's Water Conservation Ordinance.

20. The removal and relocation of any underground storage tanks (UST's) shall be required to comply with all applicable State and Federal requirements for UST's, which will include additional soil sampling around the existing tanks and associated piping to the dispensing islands. If additional soil contamination is discovered, remediation may be required.

21. Should any previously un-recorded archeological or cultural resources be encountered during construction of the project, all work will be stopped and the Department of Planning and Building Safety will be notified immediately. At the owner's expense a qualified archeologist will be consulted to determine the potential significance of the find, and his findings shall be submitted to the Director of Planning and Building Safety prior to the commencement of work.

22. During construction dust control measures shall be required in accordance with the City's Dust Control Ordinance. Grading will be discontinued during first-stage smog alerts and suspended during periods of high wind (i.e. over 15 miles per hour). All hauling trucks shall have loads covered or wetted and loaded below the sideboards to minimize dust.

23. The proposed restaurant and foodmart shall be allowed to have a minimum of 45 parking spaces, based on a total floor area of 5,137 square feet.

24. The proposed driveway at the south end of the proposed parking lot shall be a maximum width of 37 feet.
25. The applicant shall indemnify, defend, protect, and hold harmless the City, its elected and appointed officials, officers, agents and employees from and against any and all claims, actions, causes of action, proceedings or suits which challenge or attack the validity of the City's approval of Environmental Assessment EA-394 and Precise Plan Amendment 97-2.

SECTION 4: The City Clerk shall certify to the passage and adoption of this Resolution; shall entered the same in the book of original resolutions of said city; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED this 5th day of August 1997.

Sandra Jacobs, Mayor
of the City of El Segundo,
California

ATTESTED:

Cindy Mortensen, City Clerk
(SEAL)

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
CERTIFICATION

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

I, Lora Freeman, Deputy City Clerk of the City of El Segundo, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. 4028 was duly passed and adopted by the said City Council, approved and signed by the Mayor or said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the 5th day of August, 1997, and the same was so passed and adopted by the following vote:

AYES: Mayor Jacobs, Mayor ProTem Wernick, Councilwoman Friedkin, Councilman Weston, and Councilman Gordon

NOES: None

ABSENT: None

ABSTENTION: None

NOT PARTICIPATING: None

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 7th day of August, 1997.

Lora Freeman, Deputy City Clerk of the City of El Segundo, California
(SEAL)
AGENDA DESCRIPTION:
Review and provide additional direction of the three-year strategic plan (FY 2016-17 through FY 2018-19). (Fiscal Impact $0)

RECOMMENDED COUNCIL ACTION:
1. City Council review and provide additional direction on the three-year Strategic Plan (FY 2016-17 through FY 2018-19).
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Draft Strategic Plan
2. Example of Community Survey

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

STRATEGIC PLAN:
Goal: 5(b) Champion Economic Development and Fiscal Sustainability:
El Segundo approaches its work in a financially disciplined and responsible way

Objective: 2 The City will maintain a stable, efficient, and transparent financial environment

PREPARED BY: Joseph Lillio, Director of Finance
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:
The City started the strategic planning process by holding its first Strategic Planning session on June 22, 2016. A second meeting was held on August 3, 2016. The community and staff were encouraged to attend and participate in the sessions. During these open sessions, City Council and staff discussed the City’s strengths and weaknesses as well as opportunities and threats (SWOT analysis). This analysis was used to help identify the City’s vision and goals. Based on decisions at these planning sessions, the goals, objectives and activities were developed and incorporated into the draft strategic planning document. On November 7, 2016, a third Strategic Planning session was held. This meeting focused on further developing the objectives and activities, as well as introducing the metrics. Also, during the November 7th meeting, City Council asked staff to provide an example of a citizen and/or business survey. Staff has developed a draft survey (see attached community survey) for Council’s review. An employee
satisfaction survey and questionnaire is in the process of being developed and will be presented to City Council at a future Council meeting.

The attached draft strategic plan incorporates the direction City Council provided to staff during the November 7th meeting. The draft strategic plan begins with a message from the City Manager and includes the following sections:

- Executive Summary
- Mission, Vision & Values
- Strategic Direction
- Goals, Objectives, Activities & Key Performance Indicators
- Appendix: Work Plan for FY 2016-2019

The Goals are general topics that are likely to involve multiple departments and encompass many objectives. Combining objectives within goals helps to ensure that activities covering similar areas are aligned to produce effective and efficient results.

The Objectives are multi-year in nature. The timeframe for achieving an objective is typically three to five years, although some may take longer to accomplish.

The Activities are the means to achieve the goals. The timeframe for implementing activities can be within a single budget year and may span several years depending on the specific program or projects undertaken.

The Mayor and City Council, the City Manager, and staff worked diligently to develop a three-year Strategic Plan. The mission, "Provide a great place to live, work and visit," serves as the foundation for the City's five major goals. These goals are:

1. Enhance Customer Service and Engagement;
2. Support Community Safety and Preparedness;
3. Develop as a Choice Employer and Workforce;
4. Develop Quality Infrastructure and Technology; and

Identifying these goals will enable the City to align its efforts and resources to accomplish the goals and achieve positive progress for the community of El Segundo. This plan sets the course for the City of El Segundo to ensure the City’s mission is accomplished.

The three-year Strategic Plan is a living document and should not be considered static by any means. The strategic plan features a framework that can be adjusted based on the current needs of the community. The goals, objectives, activities, and metrics will be reviewed annually and Council can modify these if necessary. On a quarterly basis, the City will provide updates on the progress and performance of each goal, objective, and activity. As such, the plan may be modified to ensure that stated goals are aligned with the needs of the community.
The City’s quarterly updates will include a status column that delineates whether there is compliance with each activity.

**Green** : **Current compliance with stated activity:** City has fully implemented the stated activity.

**Yellow** : **Current non-compliance with stated activity:** City activity is not fully implemented as identified in the Strategic Plan but the estimated date to achieve full implementation is delineated in “Next Steps to Compliance”.

**Red** : **Current non-compliance and cannot comply with stated activity:** City activity is not currently attainable as identified in the Strategic Plan and staff recommends suspending attempts to pursue implementation at this time. This may necessitate a change in the activity in the future.

Since assumptions, community needs, the economy, legislation and other factors upon which this plan is based continue to change, it is necessary that this be considered as the beginning, rather than an end, to managing the organization and serving El Segundo’s community. Furthermore, with the adoption of the 3-year strategic plan, the strategic planning and budgeting process are now linked to assure that the City’s budget reflects City Council and community priorities. Also, the City’s staff report template has been modified to include a reference to a strategic goal and objective with the associated agenda description. All staff reports that appear on the City Council agenda packet will have this reference.

With the development and implementation of the strategic plan, the City of El Segundo reaffirms its commitment to continue to provide exceptional services and programs to its community.
CITY OF EL SEGUNDO  
350 Main Street El Segundo, California (310) 524-2302

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Michael Dugan
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Strategic Plan
2016-2019

Table of Contents

Message from the City Manager
Executive Summary
Mission, Vision & Values
Strategic Direction
Goals, Objectives, Activities & Key Performance Indicators
Appendix: Work Plan for FY 2016-2019
Message from the City Manager

January 17, 2017

Honorable Mayor Fuentes and Members of the City Council:

I am pleased to present the City of El Segundo’s 2016-2019 Three-Year Strategic Plan. The plan will serve as a roadmap of El Segundo’s vision for the future through a number of goals, objectives and strategies.

With this Strategic Plan, the City will continue to work towards making El Segundo the best place to live, work, and visit. The citizens and the business community continue to expect the City to provide a high level of service by keeping the City safe at all times and by providing programs and services that enhance the quality of life.

As the City implements the various projects and programs outlined in the Strategic Plan, City Staff will continue to work with our community to build upon the partnerships we have established.

I look forward to many years of progress and important developments within our City, and extend my personal appreciation to the Department Heads and City Staff for their hard work and cooperation while completing this Three-Year Strategic Plan.

Respectfully,

Greg Carpenter
City Manager
Executive Summary

A Strategic Plan is a living document, which features a comprehensive framework that can be adjusted based on the current needs of the community; and to ensure that the priorities set by the City Council are clear, concise, and are being met by City staff. On a periodic basis, the City will provide updates on the progress and performance of each goal. As such, the plan may be modified to ensure that stated goals are aligned with the needs of the community.

Through a series of outreach efforts, the City identified key goals that will advance El Segundo as the City “Where Big Ideas Take Off” and a hub for innovation.

1. **Enhance Customer Service and Engagement**
   - El Segundo provides unparalleled service to internal and external customers
   - El Segundo’s engagement with the community ensures excellence

2. **Support Community Safety & Preparedness**
   - El Segundo is a safe and prepared city

3. **Develop as a Choice Employer & Workforce**
   - El Segundo is a City employer of choice and consistently hires for the future
   - The El Segundo workforce is inspired, world-class, engaged – increasing stability and innovation

4. **Develop Quality Infrastructure & Technology**
   - El Segundo’s physical infrastructure supports an appealing, safe, and effective City
   - El Segundo’s technology supports effective, efficient, and proactive operations

5. **Champion Economic Development & Fiscal Sustainability**
   - El Segundo promotes community engagement and economic vitality
   - El Segundo approaches its work in a financially strategic and responsible way

Each of these goals has specific objectives and activities identified and outlined in order to support, implement, and accomplish these goals. The strategies are essentially the series of steps leading to the action plans to fully and successfully execute the completion of these goals. The Strategic Plan also incorporates an Action Plan Worksheet. This section takes the Goals, Objectives, and Activities and assigns the responsible department and division.
Mission, Vision & Values

Mission – What is our purpose?
The Mission of the City of El Segundo is to “Provide a great place to live, work and visit.”

This serves as the “destination” that our strategies should lead towards and provides the context for our decisions.

Vision – Where do we want to be in the future?
El Segundo has continued to be the City “Where Big Ideas Take Off” and a hub for innovation.

El Segundo residents enjoy a high quality of life as evidenced by reduced crime, improved schools, and a sense of vibrant community – of fun! It is a tolerant, kind and compassionate community. It is recognized as a best place to raise a family and a center of innovation. The appeal of working for the City is such that there are application backlogs for jobs in the area. It has engaging, sophisticated, capitalized events that showcase tradition and match the City’s evolving demographics. We also have a robust network and service structure in place to support aging in place.

The City has transformed. We are leading the way with innovation and environmental responsibility. With fewer people driving cars, we have adapted our street, parking and land use plans. We have high-speed fiber optics as a utility to support more work from home and fewer brick and mortar businesses. The downtown is vibrant with successful businesses and day and evening pedestrian activity. The east side of town has become denser (especially near the rail lines) including a high level of service with retail and a school to support it. While our revenue base has shifted to changing businesses, we are financially sustainable and growing because we have capitalized on the changes. In fact, we have more invested capital per square mile (commercial) than any other California city. All of that said, we still have the Air Force base in part because we fought for it.

The City has also changed as a service provider. Customer service has increased. There is easy access to City information (1-click to answer and/or a single point of entry/contact for services) and an ability to do virtually everything online for real time access to services. Pathways for citizen and business feedback are easy and comfortable. The City is seen as a nimble partner to businesses and residents with cutting edge infrastructure and scalable processes/systems. At the same time, interactions are personal to keep the small town feel.

Values & Culture – How will we serve and manage our city

El Segundo Values
- Accountability
- Productivity
- Ethics
- Stewardship
- Service
- Challenging ourselves
- Continuous improvement and reflection

El Segundo works to create a working culture of
- Innovation
- Support and recognition
- Leadership by example
- Proactive action
- Problem-solving – getting to yes
Strategic Direction

Goal: Enhance Customer Service & Engagement

Goal 1(a): El Segundo provides unparalleled service to internal and external customers
- City operations are unified and integrated
  - Staff know about the whole City and can:
    - Problem-solve
    - Offer solutions to the underlying need – even if facilitating a referral
    - Anticipate the potential impact of an action on the work of others
- City services are convenient, efficient and user-friendly for all residents, businesses, and visitors
  - There are multiple points of entry for services, whether one-click or one-call away
  - The public is educated on who to call, when, and what to expect
  - It is also available as a virtual city with virtual services (i.e., online, paperless, 24/7)
  - It has centralized, searchable information repositories for internal and external access
  - Services are delivered pro-actively with outreach to ensure all can access them
  - There is continuous improvement and innovation is encouraged across the City

Goal 1(b): El Segundo’s engagement with the community ensures excellence
- The City is transparent regarding services and performance
  - Communication is two-way, multi-channel, accessible to all, and targeted to specific community segments and to specific activities / services
  - Constituent expectations are aligned with service delivery
- The City engages in regular, intentional information gathering
- City communication is comprehensive and integrated

Goal: Support Community Safety & Preparedness

Goal 2: El Segundo is a safe and prepared city
- The City has a proactive approach to risk and crime that is outcome focused
  - All hazard mitigation and emergency services:
    - Have appropriate plans and industry accreditations in place
    - Are prepared to respond and pro-actively work to prevent incidents
    - Respond appropriately when called upon with positive outcomes
    - Are able to recover within industry standards
  - El Segundo focuses metrics on prevention and positive outcomes as well as frequency and response
  - El Segundo approaches preparation and safety in a financially responsible way
- Proactive communication and community engagement align perceptions of safety with reality
  - Constituent perceptions of safety are aligned with service delivery

Goal: Develop as a Choice Employer & Workforce

Goal 3(a): El Segundo is a City employer of choice and consistently hires for the future
- The City has a strong culture of customer service, employee retention, and internal feedback
  - The City has and inspired, engaged workforce
  - The City publicly recognizes and rewards outstanding employee achievements
- The City provides a competitive environment and nimble hiring / on-boarding process for its employees
  - Departments are, to the extent possible, at full staffing levels
- The City has a comprehensive, intentional approach to staff development, training and succession
  - The City has a robust and meaningful training and development program
  - The City has a Succession Planning Program

Goal 3(b): The El Segundo workforce is inspired, world-class, engaged – increasing stability and innovation
- The City has a culture of innovation, trust and efficiency in which all aboard rise together
  - The Staff rise when:
- Innovations are shared across the City
- The City comes ahead of resource competition
- Centralization and consistency is valued
- Success is celebrated
  - City staff enjoy mastery, autonomy and purpose in their work – pride
    - El Segundo realizes that success in this area is a pre-requisite for success in its other goals

**Goal: Develop Quality Infrastructure & Technology**

**Goal 4(a):** El Segundo’s physical infrastructure supports an appealing, safe, and effective City
  - The City optimizes its physical resources
    - The City maintains its physical assets for the safety, beauty, and function of the City
    - The City improves and replaces existing assets as appropriate for efficiency
    - The City engages in new initiatives that continue to move the City forward
      - The City engages in prospective thinking that allows the City to do more than keep up

**Goal 4(b):** El Segundo’s technology supports effective, efficient, and proactive operations
  - The City has an integrated focus on technology
    - Align staff to support technology goals
    - Ensure City employees receive appropriate training to use systems effectively
    - Improve departmental synergies
  - The City has an effective structure to meet the technology needs of the City and its constituents
    - Regularly assess technology in place and market trends in order to meet goals
    - Continue to optimize systems already in use, and maintain their capabilities with timely upgrades
  - The City invests in systems as necessary in order to add citizen value, provide access to information that is easily available, engage residents in civic participation, and provide mass notification
    - Increase paperless function of the City for ease of access and transparency of process
    - Add citizen value (e.g., allow for online transactions with the City across departments)
    - Ensure secure, reliable, disaster resilient function and data access at all times

**Goal: Champion Economic Development & Fiscal Sustainability**

**Goal 5(a):** El Segundo promotes economic growth and vitality for businesses and the community
  - Implement a comprehensive economic development strategy to ensure the City encourages a vibrant business climate that is accessible, user-friendly and welcoming to all residents and visitors
    - The City promotes economic growth through a range of programs, PR, marketing and communication strategies
    - The City of El Segundo offers modern creative office developments, low tax rates, a highly-skilled workforce, and a range of corporate office and manufacturing space in a well-planned business community

**Goal 5(b):** El Segundo approaches its work in a financially strategic and responsible way
  - The City will maintain a structurally balanced budget with appropriate reserve levels
    - The City will provide citizens, businesses, staff, and all other stakeholders with a balanced budget and prudent reserves
  - The City will maintain a stable, efficient, and transparent financial environment
    - The City promotes financial transparency and accountability
Goals, Objectives, Activities & Key Performance Indicators

Goal: Enhance Customer Service & Engagement

1(a): El Segundo provides unparalleled service to internal and external customers

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Activities</th>
<th>Key Performance Indicators (KPIs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• City operations are unified and integrated</td>
<td>▪ Cross-training and cross-communication</td>
<td>▪ Average time to process various plan check reviews</td>
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<td></td>
<td>▪ Enhance collaborative capacity Citywide (e.g., teleconferencing)</td>
<td>▪ Average time to process film permits</td>
</tr>
<tr>
<td>• City services are convenient, efficient and user-friendly for all residents, businesses, and visitors</td>
<td>▪ Build a one-stop business center</td>
<td>▪ Quarterly report on Resident/Business satisfaction surveys</td>
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<td>▪ Provide online business transactions for residents and business community</td>
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<td>▪ Replace, streamline and optimize website with mobile app and robust intranet</td>
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<td>▪ Provide a user-friendly digital file cabinet for public to access online</td>
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<td>▪ Provide GIS software access to basic property information and relevant documents</td>
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<td></td>
<td>▪ <em>Each department will set goals for outreach and access</em></td>
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<td></td>
<td>▪ <em>Implement year-long festivities and celebration of the City’s Centennial</em></td>
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<td>▪ <em>Each department will set goals for improvement</em></td>
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<td></td>
<td>▪ Identify areas of internal service improvement from Human Resources</td>
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<td>▪ Amend zoning code in response to emerging issues discovered by staff and customers</td>
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1(b): El Segundo’s engagement with the community ensures excellence – it understands and exceeds customer expectations

<table>
<thead>
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<th>Key Performance Indicators (KPIs)</th>
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</thead>
<tbody>
<tr>
<td>• The City is transparent regarding services and performance</td>
<td>▪ Report Citywide performance indicators to City Council</td>
<td>▪ Quarterly status report to City Council on the strategic plan</td>
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<td></td>
<td>▪ Assess customer satisfaction via</td>
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<td></td>
<td>▪ An annual resident and business survey</td>
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<td>▪ Post service and event questionnaires</td>
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<td>▪ Personal outreach throughout the year</td>
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<td>• The City engages in regular, intentional information gathering</td>
<td>▪ Expand use of social media as communication tool</td>
<td>▪ Quarterly report on Resident/Business satisfaction surveys</td>
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<td></td>
<td>▪ Expand use of E-newsletters as communication tool</td>
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<td></td>
<td>▪ Provide inter-departmental tours and brief overview of services provided</td>
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<tr>
<td>• City communication is comprehensive and integrated</td>
<td>▪ Expand use of social media as communication tool</td>
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<tr>
<td></td>
<td>▪ Expand use of E-newsletters as communication tool</td>
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<tr>
<td></td>
<td>▪ Provide inter-departmental tours and brief overview of services provided</td>
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Goal: Support Community Safety & Preparedness
Goal 2: El Segundo is a safe and prepared city

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<tbody>
<tr>
<td>▪ The City has a proactive approach to risk and crime that is outcome</td>
<td>▪ Ensure equipment, systems and staffing remain up to date with standards and local needs (e.g.,</td>
<td>▪ Quarterly report on Crime Statistics</td>
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<td>focused</td>
<td>▪ Institute proactive plans to mitigate hazards within the City with community involvement</td>
<td>▪ Quarterly report on Priority 1 response times</td>
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<td></td>
<td>▪ Ensure redundancies are in place</td>
<td>▪ Number of CERBT members trained annually</td>
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<td></td>
<td>▪ Prepare via planning, training and mock activities</td>
<td>▪ Number of service calls per sworn FTEs</td>
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<td>▪ Ensure ordinances are current with new/emerging risks</td>
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<td></td>
<td>▪ Proactive communication and community engagement</td>
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<td></td>
<td>▪ Inform owners regarding retro-fit for earthquakes</td>
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<td></td>
<td>▪ Use social media to keep community &amp; staff informed &amp; engaged</td>
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<td></td>
<td>▪ Citizen surveys &amp; questionnaires</td>
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Goal: Develop as a Choice Employer & Workforce
Goal 3(a): El Segundo is a City employer of choice and consistently hires for the future

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<tbody>
<tr>
<td>▪ The City has a strong culture of customer service, employee retention,</td>
<td>▪ Implement an employee wellness program to enhance the wellbeing and morale</td>
<td>▪ Average time to fill recruitments</td>
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<td>and internal feedback</td>
<td>▪ Implement a formal Employee Recognition Program</td>
<td>▪ Number of vacancies</td>
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<td></td>
<td>▪ Review online platforms, such as Glassdoor.com, that report on employee satisfaction and salary &amp;</td>
<td>▪ Turnover percentage</td>
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<td></td>
<td>▪ benefits</td>
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<td></td>
<td>▪ The City provides a competitive environment and nimble hiring / on-boarding process for its</td>
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<td>▪ Ensure process excellence to attract qualified applicants</td>
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<td></td>
<td>▪ Applicant surveys (to be developed)</td>
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<td></td>
<td>▪ The City has a comprehensive, intentional approach to staff development, training and succession</td>
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<td></td>
<td>▪ Train employees to effectively and efficiently perform their jobs</td>
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<td>▪ Develop employees so they are prepared to progress in the organization &amp; be able to fill critical</td>
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<td></td>
<td>▪ Number of internal promotions</td>
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<td></td>
<td>▪ Number of vacancies</td>
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</table>
Goal 3(b): The El Segundo workforce is inspired, world-class, engaged – increasing stability and innovation

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<tbody>
<tr>
<td>▪ The City has a culture of innovation, trust and efficiency in which all aboard rise together</td>
<td>▪ Each department will develop plans for advancing these items</td>
<td>▪ <em>Annual Employee satisfaction surveys</em> (to be developed)</td>
</tr>
<tr>
<td>▪ City staff enjoy mastery, autonomy and purpose in their work – pride</td>
<td>▪ Department leaders as a group will develop plans for reinforcing these items</td>
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Goal: Develop Quality Infrastructure & Technology

Goal 4(a): El Segundo’s physical infrastructure supports an appealing, safe, and effective City

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<tbody>
<tr>
<td>▪ The City optimizes its physical resources</td>
<td>▪ Regularly assess Citywide facility needs meet safety standards and best practices</td>
<td>▪ Quarterly report on status of capital improvement plan implementation</td>
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<td></td>
<td>▪ Identify funding and commitment to future infrastructure needs</td>
<td>▪ Quarterly report on number of pothole repairs and sidewalk repairs completed</td>
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<td>▪ Coordinate multi-agency CIP</td>
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<td>▪ Maintain park equipment and fixtures to meet safety standards and best practices</td>
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<td>▪ Enhance trimming schedule to mitigate risk</td>
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</table>

Goal 4(b): El Segundo’s technology supports effective, efficient, and proactive operations

<table>
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<th>Objectives</th>
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<th>Key Performance Indicators (KPIs)</th>
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</thead>
<tbody>
<tr>
<td>▪ The City has an integrated focus on technology</td>
<td>▪ Improve efficiency and effectiveness of staffing and leave replacement, with public safety focus</td>
<td>▪ Status update of IS master plan implementation</td>
</tr>
<tr>
<td></td>
<td>▪ The City has an effective structure to meet the technology needs of the City and its constituents</td>
<td>▪ Number of online transactions conducted from residents, businesses and employees</td>
</tr>
<tr>
<td></td>
<td>▪ Use the full potential of software</td>
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<td></td>
<td>▪ The City invests in systems as necessary in order to add citizen value, provide access to information that is easily available, engage residents in civic participation, and provide mass notification</td>
<td>▪ Monthly analytical analysis of City website traffic: number of visitors (hits), what webpage was most viewed, and how many inquiries were made from community via web tools (pending implementation of new website)</td>
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<td></td>
<td>▪ Each department will set paperless goals</td>
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<td>▪ Each department will set value goals</td>
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<td></td>
<td>▪ Wi-Fi in all critical City facilities</td>
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<tr>
<td></td>
<td>▪ Purchase equipment and systems</td>
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</tbody>
</table>
Goal: Champion Economic Development & Fiscal Sustainability

Goal 5(a): El Segundo promotes economic growth and vitality for businesses and the community

<table>
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<tbody>
<tr>
<td>Implement a comprehensive economic development strategy to ensure the City encourages a vibrant business climate that is accessible, user-friendly and welcoming to all residents and visitors</td>
<td>● Promote business attraction and industry diversification.</td>
<td>● Tracking of economic indicators and tax revenue annually</td>
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<tr>
<td></td>
<td>● Business retention through proactive outreach</td>
<td>● Business retention / attraction/satisfaction surveys (to be developed)</td>
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<td></td>
<td>● Enhance marketing and branding efforts through public relations and advertising</td>
<td></td>
</tr>
<tr>
<td></td>
<td>● Advocate and promote local arts</td>
<td></td>
</tr>
</tbody>
</table>

Goal 5(b): El Segundo approaches its work in a financially strategic and responsible way

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Activities</th>
<th>Key Performance Indicators (KPIs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The City will maintain a structurally balanced budget with appropriate reserve levels</td>
<td>● Annual adoption of a balanced budget</td>
<td>● Monthly OpenGov status reports on budget versus actuals (accessed via City website)</td>
</tr>
<tr>
<td></td>
<td>● Develop revenue streams and reserve fund to keep infrastructure advancing</td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>The City will maintain a stable, efficient, and transparent financial environment</td>
<td>● Review and refine the budget / strategic plan process</td>
<td>● Quarterly status report to City Council on the strategic plan progress</td>
</tr>
<tr>
<td></td>
<td>● Develop a comprehensive master fee schedule and cost recovery policy to support City needs</td>
<td>● Percent of costs recovered for services provide</td>
</tr>
<tr>
<td></td>
<td>● Review of Business License Tax structure</td>
<td>● Develop metrics to measure each Department’s productivity output (To be developed – i.e. number of service calls per FTE, # of online transaction per FTE)</td>
</tr>
<tr>
<td></td>
<td>● Annual review of financial policies</td>
<td></td>
</tr>
<tr>
<td></td>
<td>● Quarterly financial status report to Community and Council</td>
<td></td>
</tr>
<tr>
<td></td>
<td>● Annual status update on financial policies and master fee schedule</td>
<td></td>
</tr>
</tbody>
</table>
Enhance Customer Service and Engagement

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) City operations are unified and integrated</td>
<td>Cross-training and cross-communication</td>
<td>HR</td>
<td>City-wide vacant positions filled</td>
<td>Develop training plan &amp; survey</td>
</tr>
<tr>
<td></td>
<td>Enhance collaborative capacity Citywide (e.g., teleconferencing)</td>
<td>IS</td>
<td>IS fully staffed</td>
<td>Develop approach</td>
</tr>
<tr>
<td></td>
<td>Build a business center for the development team and customers</td>
<td>P&amp;BS</td>
<td>PW support</td>
<td>Finalize design for one-stop business center and West Conference Room</td>
</tr>
<tr>
<td></td>
<td>Replace, streamline and optimize website with mobile app and robust intranet</td>
<td>IS</td>
<td>Internal Working Group (WG) &amp; Tech Committee (TC)</td>
<td>Pending IS Director recommendation to TC</td>
</tr>
<tr>
<td>2) City services are convenient, efficient and user-friendly for all residents and businesses</td>
<td>Provide online business transactions for residents and business community</td>
<td>Planning Finance</td>
<td>IS Support Additional funding TC and WG input</td>
<td>Research options Upgrade (supplement) software</td>
</tr>
</tbody>
</table>

**Appendix: Work Plan for FY 2016-19**

**Goal 1(a):** El Segundo provides unparalleled service to internal and external customers
### Enhance Customer Service and Engagement

#### Goal 1(a): El Segundo provides unparalleled service to internal and external customers

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
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</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>FY 2016-17</td>
<td>FY 2017-18 thru 18-19</td>
<td></td>
</tr>
<tr>
<td>2) City services are convenient, efficient and user-friendly for all residents and businesses</td>
<td>▪ Provide a user-friendly digital file cabinet for public to access online</td>
<td>City Clerk</td>
<td>IS support</td>
<td>Plan</td>
</tr>
<tr>
<td></td>
<td>▪ Provide GIS software access to basic property information and relevant documents</td>
<td>P&amp;BS</td>
<td>IS support &amp; Funding</td>
<td>N/A</td>
</tr>
</tbody>
</table>

#### Each department will set goals for improvement

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
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<th>Resources Required</th>
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<tr>
<td></td>
<td></td>
<td>FY 2016-17</td>
<td>FY 2017-18 thru 18-19</td>
<td></td>
</tr>
<tr>
<td>2) City services are convenient, efficient and user-friendly for all residents and businesses</td>
<td>▪ Create a citizens’ training academy</td>
<td>PD</td>
<td>Funding</td>
<td>Develop curriculum</td>
</tr>
<tr>
<td></td>
<td>▪ Expand Library hours, search access, programs, etc.</td>
<td>Library</td>
<td>IS support</td>
<td>Investigate extended hours</td>
</tr>
<tr>
<td></td>
<td>▪ Expand Parks &amp; Rec programs to (a) meet the customer demand of affordable, safe, and fun programs for youth</td>
<td>Parks &amp; Rec</td>
<td>Volunteers, sponsors</td>
<td>Replace Adult Stations (16)</td>
</tr>
<tr>
<td></td>
<td>▪ Implement year-long festivities and celebration of the City’s Centennial</td>
<td>Parks &amp; Rec</td>
<td>PT salaries</td>
<td>Install Encore enhancement</td>
</tr>
<tr>
<td></td>
<td>▪ Amend codes in response to issues discovered by staff and customers</td>
<td>P&amp;BS</td>
<td>Complete 4-6 amendments</td>
<td>Complete additional amendments as identified</td>
</tr>
<tr>
<td></td>
<td>▪ Identify areas of internal service improvement from Human Resources</td>
<td>HR</td>
<td>Support staff in HR</td>
<td>Solicit department feedback to clarify service expectations</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Initiate planning &amp; processes</td>
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<td></td>
<td></td>
<td>Enhance Media Services</td>
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</tbody>
</table>
## Enhance Customer Service and Engagement

**Goal 1(b):** El Segundo’s engagement with the community ensures excellence—it understands and exceeds customer expectation.

<table>
<thead>
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<th>Projected Milestones</th>
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</thead>
<tbody>
<tr>
<td>3) The City is transparent regarding services and performance</td>
<td>Report Citywide performance indicators</td>
<td>City Manager</td>
<td>Department support</td>
<td>Develop tracking systems Begin quarterly reports</td>
</tr>
<tr>
<td>4) The City engages in regular, intentional information gathering</td>
<td>Assess customer satisfaction via</td>
<td>City Manager</td>
<td>Finance</td>
<td>Develop</td>
</tr>
<tr>
<td></td>
<td>Annual resident and business surveys</td>
<td></td>
<td>City Manager &amp; Department support</td>
<td></td>
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<tr>
<td></td>
<td>Post service or event questionnaires</td>
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<td></td>
<td>Personal outreach throughout year</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5) City communication is comprehensive and integrated</td>
<td>Provide inter-departmental tours and brief overview of services provided</td>
<td>Director of Parks/Rec</td>
<td>PD to assist with social media policy</td>
<td>Quarterly or bi-annual</td>
</tr>
<tr>
<td></td>
<td>Expand use of social media as communication tool</td>
<td>Citywide</td>
<td>Social media policy</td>
<td>Develop Social Media Policy</td>
</tr>
<tr>
<td></td>
<td>Expand use of E-newsletters as communication tool</td>
<td>City Manager</td>
<td></td>
<td>Notify public of surveys and meetings via social media</td>
</tr>
<tr>
<td></td>
<td></td>
<td>City Attorney</td>
<td></td>
<td>Launch bi-monthly newsletter to disseminate service updates, milestones achieved, pending goals</td>
</tr>
</tbody>
</table>
## Support Community Safety and Preparedness

### Goal 2: El Segundo is a safe and prepared city

<table>
<thead>
<tr>
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<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The City has a proactive approach to risk and crime that is outcome focused</td>
<td>Ensure equipment, systems and staffing remain up to date with standards and local needs (e.g., high-density construction and increased service demands, changed crime rates, State laws and funding)</td>
<td>Fire PD</td>
<td>Additional funding &amp; HR review</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Replace Public Safety equipment per standards and end-of-life demands</td>
<td>Monitor BMPs &amp; replace PPE and Ballistic vests &amp; helmets in per BMP. Implement current NFPA standards</td>
</tr>
<tr>
<td></td>
<td>Concurrent with RCC &amp; IS support</td>
<td>Finance</td>
<td>Contingent on staffing</td>
<td>Analyze / review each fiscal year</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Update Depreciation Schedule</td>
<td>Continue general equipment &amp; Capital Equipment Depreciation Schedule</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HR</td>
<td>City Manager support, staff in HR</td>
<td>Ongoing hazard mitigation Implement hazard mitigation program with community support</td>
</tr>
<tr>
<td></td>
<td>Institute proactive plans to mitigate hazards within the City with community involvement</td>
<td>Emergency Services Coordinator (ESC)</td>
<td>Department input &amp; support, community involvement</td>
<td>Update plans, continue inspections, professionals list, program outline</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Update plans, continue inspections, professionals list, program outline</td>
<td>Ongoing hazard mitigation Implement hazard mitigation program with community support</td>
</tr>
<tr>
<td></td>
<td>Ensure redundancies are in place</td>
<td>PW, Fire, PD support</td>
<td>Evaluate equipment, personnel and systems; upgrade as appropriate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prepare via planning, training and mock activities</td>
<td>Department input &amp; support</td>
<td>Expand disaster personnel via Citywide cross-training program</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Update evacuation plans Drills, training, exercises</td>
<td>Approve evacuation plan Drills, training, exercises</td>
</tr>
<tr>
<td></td>
<td>Ensure ordinances are current with new/emerging risks</td>
<td>P&amp;BS Fire PD</td>
<td>City Attorney</td>
<td>Adopt drone ordinance</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fire/PD support</td>
<td>Update code to align with high risk of seismic activity</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fire support</td>
<td>Develop a list - emergency operations requiring TFRs</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P&amp;BS Fire PD</td>
<td>List critical Geo fence locales</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P&amp;BS Fire PD</td>
<td></td>
</tr>
</tbody>
</table>
## Support Community Safety and Preparedness

**Goal 2:** El Segundo is a safe and prepared city

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>2) Proactive communication and community engagement</td>
<td>▪ Inform owners re retro-fit for earthquakes</td>
<td>P&amp;B</td>
<td>Add voluntary seismic retrofit standards to code</td>
<td>Study/survey and inform retrofit programs</td>
</tr>
<tr>
<td></td>
<td>▪ Use social media to keep community &amp; staff informed &amp; engaged</td>
<td>PD</td>
<td>Implementa- tion of social media policy</td>
<td>Enhance mass notifications via social media</td>
</tr>
</tbody>
</table>

## Develop as a Choice Employer and Work Force

**Goal 3(a):** El Segundo is a City employer of choice and consistently hires for the future

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Parties</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) The City has a strong culture of customer service, employee retention, and internal feedback</td>
<td>▪ Institute a wellness program to enhance wellbeing and morale</td>
<td>Department support Funds for a consultant</td>
<td>N/A</td>
<td>Use a consultant to determine how to best implement and administer</td>
</tr>
<tr>
<td></td>
<td>▪ Institute a formal Employee Recognition Program</td>
<td>Department support Staff</td>
<td>N/A</td>
<td>Research and collect information on the programs in place in other agencies</td>
</tr>
<tr>
<td>2) The City provides a competitive environment and nimble hiring/on-boarding process for its employees</td>
<td>▪ Ensure process excellence to attract qualified applicants</td>
<td>HR staff to handle the high recruitment and selection workload</td>
<td>Prioritize vacancies so staff can focus efforts on most critical positions</td>
<td>Implement a remote video conference system for use in hiring</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Survey applicants</td>
<td>Hire staff dedicated to recruitment and selection</td>
<td>Survey applicants</td>
</tr>
<tr>
<td>3) The City has a comprehensive, intentional plan for staff development, training and succession</td>
<td>▪ Train employees to effectively and efficiently perform their jobs</td>
<td>Funds for a consultant Consultant assessments</td>
<td>Develop ongoing training programs for all</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Develop employees so they are prepared to progress in the organization</td>
<td>Staff to oversee program</td>
<td>Prepare staff to compete with leadership, supervisory and management skills</td>
<td></td>
</tr>
</tbody>
</table>
### Develop as a Choice Employer and Work Force

**Goal 3(a):** El Segundo is a City employer of choice and consistently hires for the future

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Parties</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Develop employees to be able to fill critical vacancies from within</td>
<td></td>
<td></td>
<td>FY 2016-17 FY 2017-18 thru 18-19 Implement Succession Plan to retain talent and expertise.</td>
</tr>
</tbody>
</table>

### Develop as a Choice Employer and Work Force

**Goal 3(b):** The El Segundo workforce is inspired, world-class, engaged – increasing stability and innovation

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>4) The City has a culture of innovation, trust and efficiency</td>
<td></td>
<td></td>
<td></td>
<td>FY 2016-17 FY 2017-18 thru 18-19 See Goal 3(a)</td>
</tr>
<tr>
<td>5) City staff enjoy mastery, autonomy and purpose in their work – pride</td>
<td></td>
<td></td>
<td></td>
<td>Each department will develop plans for advancing these items Department leaders as a group will develop plans for reinforcing these items</td>
</tr>
</tbody>
</table>
## Develop Quality Infrastructure & Technology

### Goal 4(a): El Segundo’s physical infrastructure supports an appealing, safe, and effective City

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
</table>
| 1) The City optimizes its physical resources | ▪ Regularly assess Citywide facility needs meet safety standards and best practices | PW | Funding for Citywide Facility Assessment | Identify and develop list of projects (see schedule) | Citywide facility assessment study
▪ Identify funding and commit to future infrastructure needs | | | | Develop policy to fund needs
▪ Coordinate multi-agency CIP | PW (construction) | Aquatic Center Little league miracle field Top Golf/The Lakes | Ongoing
▪ Maintain park equipment and fixtures to meet safety standards and best practices | Parks & Rec | PW support Council approval/funds | Replace synthetic turf at Campus El Segundo Playground resurface & shade structures | Repair or replace playgrounds, fences, sidewalks, guardrails, bleachers and other parks related infrastructure
▪ Enhance trimming schedule to mitigate risk | Increased funding | Routine pruning, removal of undesirable and hazardous street trees, and planting approved species | Ongoing

### Develop Quality Infrastructure & Technology

### Goal 4(b): El Segundo’s technology supports effective, efficient, and proactive operations

<table>
<thead>
<tr>
<th>Objective</th>
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<th>Responsible Party</th>
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</tr>
</thead>
</table>
| 2) The City has an integrated focus on technology | ▪ Improve efficiency and effectiveness of staffing and leave replacement, with safety focus | IS | Fire Support TC input Council approval/funds | Implement Automated Staffing Technology for Safety | Research Citywide opportunities
▪ Implement Automated Staffing Technology for Safety | Department input | Research options for EDEN & building and vehicle maintenance tracking | Implement (replace manual to streamline / increase efficiency) |
| 3) The City has an effective structure to meet the technology needs of the City and its constituents | ▪ Use the full potential of software | Fire | Limited IS Support TC input | Implement online policy software to ensure compliance with laws and best management practices regarding personnel supervision and policy administration | Maintain online policy software to ensure compliance with laws and best management practices regarding personnel supervision and policy administration |
## Develop Quality Infrastructure & Technology

**Goal 4(b):** El Segundo’s technology supports effective, efficient, and proactive operations

<table>
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<tr>
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<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>4)</td>
<td>Use mobile app to allow residents to easily report ROW problems and issues</td>
<td>IS, PW support</td>
<td>Evaluate apps available</td>
<td>Implement apps</td>
</tr>
<tr>
<td></td>
<td>Implement paperless: Payroll, Purchasing &amp; A/P</td>
<td>Finance, IS support</td>
<td>Replace printing direct deposit paystubs with secure email</td>
<td>Add modules to Eden that process purchasing and a/p digitally</td>
</tr>
<tr>
<td></td>
<td>Scan historical documents</td>
<td>P&amp;B, Dependent on funding</td>
<td>TC review</td>
<td>Scan microfilm/microfiche plans and permits</td>
</tr>
<tr>
<td></td>
<td>Develop an updated and user friendly website that is easily navigated; communicating City’s ability to meet citizen and business service expectations; attracts new business; and is feature-rich</td>
<td>IS</td>
<td>Public access online catalog, word processing, EBook, music, downloadable apps; Convert reference into Wi-Fi stations</td>
<td>Based on TC priorities and scheduling with IS Upgrade A/V system in the Friends’ meeting room and Rose Garden meeting room</td>
</tr>
<tr>
<td></td>
<td>Expand Library access to internet</td>
<td>Library, IS support</td>
<td>Research, present and select</td>
<td>Implement</td>
</tr>
<tr>
<td></td>
<td>Agenda Management System(s)</td>
<td>City Clerk, All Departments</td>
<td>Research options, discuss with TC, make selection</td>
<td>Council approve Implementation</td>
</tr>
<tr>
<td></td>
<td>Replace Online classes &amp; reservations system (CLASS)</td>
<td>Parks &amp; Rec, IS support</td>
<td>Public access online catalog, word processing, EBook, music, downloadable apps; Convert reference into Wi-Fi stations</td>
<td>Based on TC priorities and scheduling with IS Upgrade A/V system in the Friends’ meeting room and Rose Garden meeting room</td>
</tr>
<tr>
<td></td>
<td>Plan and implement self-checkout</td>
<td>Library, IS support</td>
<td>Explore cost/funding, TC review</td>
<td>Implement compatible with SIERRA</td>
</tr>
<tr>
<td>4)</td>
<td>The City invests in systems as necessary in order to add citizen value, provide access to information that is easily available, engage residents in civic participation, and provide mass notification</td>
<td>IS, Fiber Optic Network project in Data Center</td>
<td>TC review</td>
<td>Observe cost and funding source Begin installation</td>
</tr>
<tr>
<td></td>
<td>Wi-Fi in all critical City facilities</td>
<td>IS, PD</td>
<td>Radios, license plate readers, citywide camera system, Fiber E of Sepulveda</td>
<td>Purchase equipment and systems</td>
</tr>
<tr>
<td></td>
<td>Purchase equipment and systems</td>
<td>IS, PD</td>
<td>Depend on CAD/RMS</td>
<td>Work with RCC Dispatch, Monitor CAD Upgrade</td>
</tr>
</tbody>
</table>
## Develop Quality Infrastructure & Technology

**Goal 4(b):** El Segundo’s technology supports effective, efficient, and proactive operations

<table>
<thead>
<tr>
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<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
<td>FY 2016-17   FY 2017-18 thru 18-19</td>
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<td></td>
<td>TC input</td>
</tr>
</tbody>
</table>

## Champion Economic Development & Fiscal Sustainability

**Goal 5(a):** El Segundo promotes community engagement and economic vitality

1) **Implement a comprehensive economic development strategy to ensure the City encourages a vibrant business climate that is accessible, user-friendly and welcoming to all residents, businesses and visitors**

<table>
<thead>
<tr>
<th>Objective</th>
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<th>Resources Required</th>
<th>Projected Milestones</th>
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</thead>
<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
<td>FY 2016-17   FY 2017-18 thru 18-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Committee mission &amp; vision</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Parks &amp; Rec</td>
<td></td>
<td>Recommend business development opportunities to Council</td>
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<tr>
<td></td>
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<td></td>
<td>Proactively attract new businesses, and high-quality jobs through</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ec. Dev. Manager</td>
<td></td>
<td>Meet with businesses regarding challenges, assistance programs,</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td>Survey all licensed businesses through the business license renewal mailing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Annual event to recognize economic development achievements,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Annual regional brokers’ event to build awareness and showcase</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Digital Campaign; Print Campaign; Outdoor</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Develop micro-sites to promote local hotels, retailers and</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Distribute monthly SOAR e-newsletter to business leaders, real</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Guide, Brochures, &amp; Promotional Items to promote B2B review</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Highlight competitive advantages, newsworthy stories</td>
</tr>
</tbody>
</table>
## Champion Economic Development & Fiscal Sustainability

**Goal 5(b):** El Segundo approaches its work in a financially disciplined and responsible way

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Responsible Party</th>
<th>Resources Required</th>
<th>Projected Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>2) The City will maintain a structurally balanced budget with appropriate reserve levels</td>
<td>▪ Annual adoption of a structurally balanced budget</td>
<td>Finance</td>
<td>City Manager &amp; Department Support</td>
<td>Present plan to Council Review FY 17-18 Strategic Plan (Spring 2017), Budget (Feb-Aug)</td>
</tr>
<tr>
<td></td>
<td>▪ Develop revenue streams and reserve fund to keep infrastructure advancing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3) The City will maintain a stable, efficient, and transparent financial environment</td>
<td>▪ Review and refine the budget / strategic plan process</td>
<td>Finance</td>
<td>Department Support</td>
<td>-Develop and issue RFP for City-wide fee study</td>
</tr>
<tr>
<td></td>
<td>▪ Develop a comprehensive master fee schedule and cost recovery policy to support City needs</td>
<td></td>
<td>Necessary vacant positions filled</td>
<td>-Present master fee schedule to Council for approval</td>
</tr>
<tr>
<td></td>
<td>▪ Review of Business License Tax</td>
<td></td>
<td></td>
<td>-Conduct study on business license structure</td>
</tr>
<tr>
<td></td>
<td>▪ Annual review of financial policies</td>
<td></td>
<td></td>
<td>-Maintain master fee schedule</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-Present business license options to Council in a workshop</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-Direction from Council on potential new business license structure</td>
</tr>
</tbody>
</table>
City of El Segundo
Strategic Plan Community Survey

Q1  How effective is the local government at solving problems in the City of El Segundo?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very effective</td>
<td></td>
</tr>
<tr>
<td>Effective</td>
<td></td>
</tr>
<tr>
<td>Somewhat effective</td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>0</td>
</tr>
</tbody>
</table>

Q2  How quickly does the local government respond to requests for help from people living in the City of El Segundo?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely quickly</td>
<td></td>
</tr>
<tr>
<td>Quickly</td>
<td></td>
</tr>
<tr>
<td>Somewhat quickly</td>
<td></td>
</tr>
<tr>
<td>Non-responsive</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>0</td>
</tr>
</tbody>
</table>

Q3  Do you feel the City's road maintenance, sidewalk repair, tree trimming, parks & playgrounds, and public facilities are well maintained and in good condition?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strongly Agree</td>
<td></td>
</tr>
<tr>
<td>Somewhat Agree</td>
<td></td>
</tr>
<tr>
<td>Neither agree nor disagree</td>
<td></td>
</tr>
<tr>
<td>Somewhat Disagree</td>
<td></td>
</tr>
<tr>
<td>Strongly Disagree</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>0</td>
</tr>
</tbody>
</table>
Q4  Do you feel that the City is open and transparent in how it conducts business?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highly open</td>
<td></td>
</tr>
<tr>
<td>Somewhat open</td>
<td></td>
</tr>
<tr>
<td>Needs Improvement</td>
<td></td>
</tr>
<tr>
<td>Don’t know</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>0</td>
</tr>
</tbody>
</table>

Q5  Overall, how safe do you feel in the City of El Segundo?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very safe</td>
<td></td>
</tr>
<tr>
<td>Safe</td>
<td></td>
</tr>
<tr>
<td>Somewhat safe</td>
<td></td>
</tr>
<tr>
<td>Unsafe at times</td>
<td></td>
</tr>
<tr>
<td>Not at all safe</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>0</td>
</tr>
</tbody>
</table>

Q6  Overall, how responsive is law enforcement to the needs of the City of El Segundo?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very responsive</td>
<td></td>
</tr>
<tr>
<td>Responsive</td>
<td></td>
</tr>
<tr>
<td>Somewhat responsive</td>
<td></td>
</tr>
<tr>
<td>Not at all responsive</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>0</td>
</tr>
</tbody>
</table>
Q7 Please rate your level of satisfaction with the City of El Segundo’s Recreation Services:

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Satisfied</td>
<td></td>
</tr>
<tr>
<td>Satisfied</td>
<td></td>
</tr>
<tr>
<td>Dissatisfied</td>
<td></td>
</tr>
<tr>
<td>Very dissatisfied</td>
<td></td>
</tr>
<tr>
<td>Don’t know</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

Q8 Please rate your level of satisfaction with the City of El Segundo’s Library Services:

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Satisfied</td>
<td></td>
</tr>
<tr>
<td>Satisfied</td>
<td></td>
</tr>
<tr>
<td>Dissatisfied</td>
<td></td>
</tr>
<tr>
<td>Very dissatisfied</td>
<td></td>
</tr>
<tr>
<td>Don’t know</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

Q9 Please rate your level of satisfaction with the City of El Segundo’s Planning & Building Safety Services:

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Satisfied</td>
<td></td>
</tr>
<tr>
<td>Satisfied</td>
<td></td>
</tr>
<tr>
<td>Dissatisfied</td>
<td></td>
</tr>
<tr>
<td>Very dissatisfied</td>
<td></td>
</tr>
<tr>
<td>Don’t know</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>
Q10  How would you rate El Segundo's business friendliness?

<table>
<thead>
<tr>
<th>Answer Choices</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptionally friendly</td>
<td></td>
</tr>
<tr>
<td>Friendly</td>
<td></td>
</tr>
<tr>
<td>Somewhat friendly</td>
<td></td>
</tr>
<tr>
<td>Needs improvement</td>
<td></td>
</tr>
<tr>
<td>Would not do business in El Segundo</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

Q11  Do you have any other comment, questions, or concerns?
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: January 17, 2017
AGENDA HEADING: Unfinished Business

AGENDA DESCRIPTION:
Consideration and possible action related to the design and construction of the new Aquatics Center at Wiseburn High School. (Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:
1. Discuss the projected project budget and provide direction to proceed with the project as designed; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: None

| Amount Budgeted:       | $1,800,000 |
| Additional Appropriation: | N/A       |
| Account Number(s):     | 702-400-5202-8476 (Aquatics Trust Fund) |

STRATEGIC PLAN:

| Goal:  | 1 | Develop Quality Infrastructure and Environment |
| Objective: | 1 | City infrastructure is well maintained |

ORIGINATED BY: Meredith Petit, Director of Recreation and Parks

REVIEWED BY: Greg Carpenter, City Manager

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On December 20, 2016, the City Council was updated on the progress of the Aquatics Center at Wiseburn High School. As a result of third-party analyses it was decided to proceed with the project without the inclusion of a cogeneration energy system. Preliminary results of the bid opening indicated that the project was on target of the allotted budget of $13,800,000; and, with the removal of cogeneration the budget would likely fall below that amount. City staff recommended hiring a consultant to review the bid results to validate the construction cost allocations between the high school gym scope and the aquatics center scope. The City has also received a breakdown of the “soft” costs allocated to the aquatics portion of the project as well as reviewed the pool contractor scope to ensure consistency between all documents and plans.

The Public Works Department is overseeing the third-party analysis of the project cost allocations. TG Construction was hired to complete the analysis. A meeting with TG Construction, Wiseburn, City staff, and Aquatics Consultant Stu Isaac was held on January 9, 2017. The findings of the review will be presented to the Council during this agenda item on January 17, 2017. With the City Council’s concurrence, Wiseburn is planning to award the contracts and issue a Notice To Proceed at the school board meeting on January 26, 2017.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: January 17, 2017
AGENDA HEADING: Reports of Committees, Commissions and Boards

AGENDA DESCRIPTION:
Consideration and possible action to increase the Technology Committee from five (5) to seven (7) members, and adopt a resolution, formally establishing the Technology Committee and adopting the Technology Committee Bylaws. (Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:
1. Authorize the Technology Committee to increase their members from five (5) to seven (7).
2. Adopt a resolution establishing the Technology Committee and adopting its proposed Bylaws.
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Proposed resolution with Technology Committee bylaws attached as Exhibit A

FISCAL IMPACT: $0
Amount Budgeted: $
Additional Appropriation: $
Account Number(s):

STRATEGIC PLAN:
Goal: 5. Optimize Impact of Technology
Objectives: 1. Create effective structure for integrated focus on the technology needs of the City and its constituents.

ORIGINATED BY: Brian Evaksi, Captain
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The Technology Committee has held four meetings since their inception. Together with Staff, the roles and responsibilities have been discussed, and Bylaws have been created. During these discussions, it was unanimously recommended that the Technology Committee be increased to allow more flexibility and additional expertise.
Contingent to the increase, the Technology Committee unanimously recommended the Bylaws be brought before the City Council for adoption.

Based on the recommendations of the Technology Committee, Staff recommends that City Council increase the number of Technology Committee members from five (5) to seven (7). An increase to the Technology Committee will provide additional knowledge and resources which will enhance the advice provided to the Council related to technology systems, programs and projects.

Most City commissions or standing committees have been formally adopted by resolution or ordinance. Although the City Council officially created the Technology Committee in July 2016, staff is recommending that the City Council adopt a resolution which formally memorializes that prior action. The resolution reflects the proposed increase in membership. In addition, Staff also recommends that City Council adopt the resolution which approves and adopts the Bylaws as drafted for the Technology Committee.
CITY OF EL SEGUNDO - TECHNOLOGY COMMITTEE
BYLAWS

ARTICLE I – NAME

The name of this organization shall be the Technology Committee.

ARTICLE II – PURPOSE

The Technology committee shall collaborate with City staff and the local Information technology community to help formulate responsible technology strategies that are consistent with governmental standards, and to provide suggestions for a "best practices" approach to staffing and departmental organization and implementing, using and maintaining systems involving technology. This also includes actively future-proofing of systems in place and under consideration. The Committee is a standing committee that serves at the pleasure of the City Council.

It is our expressed goal to balance the needs of all departments while recognizing that some short-term actions may need to be postponed or not addressed due to the overarching goals, needs and wants of budgets and the City’s IT organization, and constructs.

The Committee is a standing advisory committee that serves at the pleasure of the City Council.

ARTICLE III – QUALIFICATIONS

Members of the Technology Committee shall represent a cross section of the community including both residents and local industry representatives who have expert knowledge in technology, and general technological practices.

ARTICLE IV – MEMBERSHIP

The Technology Committee shall be composed of seven (7) voting members appointed by the City Council.

The City Council may appoint up to two (2) members of the City Council to serve as liaison, non-voting members to the City Council.

- Section I – Selection of members
  - The City of El Segundo shall advertise and solicit applications to fill any vacant position that might occur. After the application period has closed, the Chair and two
(2) members of the Technology Committee shall review the application with the sole purpose of making a recommendation for selection to the Mayor and members of the City Council. The Council may interview the recommended candidates and the City Council shall make the final selection and appointments.

- Section II – Term of Office
  - The term for each voting member of the Technology Committee is four (4) years.

- Section III – Compensation
  - Technology Committee members shall serve without compensation.

- Section IV – Removal
  - Members of the Technology Committee are expected to attend all meetings. When any member has three consecutive, or a total of 6 or more absences within a 12-month period, the Technology Committee shall forward this information to the City Council for review and possible removal of the member.

ARTICLE V – MEETINGS

All meetings of the Committee shall be publicly noticed, open to the public and in a publicly-accessible location as required by state law.

- Section I – Regular Meetings
  - Regular meetings of the Technology Committee shall be on the 1st and 3rd Thursday of every month at 6:00 pm. The Location shall be the Police Department Emergency Operations Center (E.O.C.).

- Section II – Special Meetings
  - Special Meetings of the Technology Committee may be held at any time upon the call of the Committee Chair, or by a majority of the voting members, or the City Council following at least forty-eight (48) hours’ notice to each Committee member. The Committee Chair or a majority of the Technology Committee shall determine the time and location of the Special Meeting.

- Section III – Study Sessions / Workshops / Seminars
  - The Technology Committee may be convened as a whole or as a sub-committee of the whole committee in the same manner as prescribed for the calling of a special meeting for the purpose of holding a study session, workshop or attending a seminar provided that no official action will be taken and no quorum shall be required.
• Section IV – Quorum
  o A majority of the voting members of the Technology Committee shall constitute a quorum. A quorum is necessary for action by the Technology Committee.

• Section V – Voting
  o Each voting member shall have one vote.

• Section VI – Meeting Procedures
  o Except as otherwise provided by these Bylaws, City Council Resolutions or state law, the Technology Committee will follow the latest edition of the Robert’s Rules of Order for the orderly conduct of meetings.

ARTICLE VI - OFFICERS

Officers of the Technology Committee shall be a Committee Chair and a Vice Chair who shall serve at the pleasure to the Technology Committee. Term of office shall be for one (1) year. Duties of the officers shall conform to the regular parliament duties set forth by the latest edition of the Robert’s Rules of Order, unless otherwise stated.

• Section I – Committee Chair
  o The Committee Chair shall preside over the meetings of the Technology Committee.

• Section II – Committee Vice Chair
  o During the absence, disability, or disqualification of the Committee Chair, the Committee Vice Chair shall perform all the duties and be subject to all the responsibilities of the Committee Chair. The Committee Vice Chair shall succeed the Committee Chair if he/she vacates the office before the term expires. If this occurs, a new Committee Vice Chair shall be elected at the next regular meeting.

• Section III – Duties of the Technology Committee Members
  o It is intended that the Technology Committee shall serve an advisory body to the City Council. Nothing herein contained shall be construed as a limitation on the powers of the City Council or the City’s administrative staff in their supervision or authority over property or personnel under their jurisdiction.
  o Members of the Technology Committee are not expected to perform any services or work that would normally be performed by City staff or contractors. In the event a member desires to access City equipment, network or technology
in order to provide advice to the City Council, such access may only be granted by the City Manager upon consultation with the City Attorney.

ARTICLE VII – OFFICIAL DOCUMENTS

- Section I – Minutes
  - Minutes of all meetings shall be prepared and maintained with the Technology Committee records. Copies shall be distributed to each Technology Committee member, City Council member, and to the City Clerk.

- Section II – Distribution of Documents
  - Preparation and distribution of Technology Committee documents to the members, City Council and City Clerk shall be the responsibility of a designated staff member from the Information Services Division/Department.

ARTICLE VIII – CONDUCT OF MEMBERS

- Section I – Personal
  - Technology Committee members shall make no personal commitment on behalf of the Technology Committee without the Committee’s majority approval.

- Section II – Conflict of Interest
  - Members of the Technology Committee shall abstain from participating in any matter to come before the Technology Committee in which he or she has any direct or indirect economic interest. Should a conflict of interest exist, the Technology Committee member shall remove himself/herself from discussions and abstain from voting. A yearly Conflict of Interest Statement shall be filed with the City Clerk.

ARTICLE IX – ASSISTANCE OF STAFF

The City Manager or his designee shall provide the Technology Committee with such information and staff assistance as the Technology Committee may request from time to time subject to the limitations imposed by the City Council. The staff member(s) designated by the City Manager shall attend meetings of the Technology Committee and submit such reports as requested by the Technology Committee and as deemed necessary or desirable, subject to limitations imposed by the City Council.
ARTICLE X – AMENDMENTS

The Committee may recommend amendments to these Bylaws. Such recommendations may be made by simple majority of the voting members at any legal meeting of the Technology Committee. Such amendments must be approved by the City Council.

PASSED AND ADOPTED by the Technology Committee – January 5, 2017

PASSED AND ADOPTED by the El Segundo City Council – January 17, 2017
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO ESTABLISHING THE EL SEGUNDO TECHNOLOGY COMMITTEE AND ADOPTING THE COMMITTEE’S BY-LAWS

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

SECTION 1: Recitals:

A. On March 16, 1999, the City Council adopted a “Technology and Information Systems Master Plan”, the plan, in part, created an Executive Technology Review Committee, which was comprised of the City Manager, department heads, and the Information Systems Manager. The ERTC, as a standing committee, was tasked with reviewing the plan and making recommendations to the City Manager as to purchases of hardware and software systems, and prioritize projects for the Information Systems Department;

B. Over the years, this committee assisted in the evaluation, prioritization and planning of technology projects and purchases, and provided useful recommendations and offered suggestions for a “best practices” approach to implementing, using and maintaining new systems involving technology;

C. On July 19, 2016, the City Council established a new El Segundo Technology Committee which would be comprised of five members of the El Segundo business and residential community, and two members of the City Council, to advise the City on its technology systems;

D. Since July 19, 2016, the Technology Committee has met and drafted proposed by-laws; the Committee also desires to increase its membership from five to seven;

E. The City Council desires to adopt the Technology Committee’s proposed by-laws and increase its membership; in addition, the City Council desires to memorialize its prior action by adopting this resolution formally establishing the Committee.

SECTION 2: Establishment of the Committee. The City Council does hereby establish the El Segundo Technology Committee (“Committee”). The structure and action of the Committee are governed by the terms of this resolution as it may be revised from time to time. To the extent any part of the “Technology and Information Systems Master Plan,” adopted by the City Council on March 16, 1999 conflicts with this newly formed Committee, such part of the plan is hereby repealed.

SECTION 3: Number and Composition of Committee Members. The Committee shall
have five to seven voting members appointed by the City Council to serve at the discretion of the City Council. The voting members shall be City residents or members of the City’s business community with expertise to advise the City on its technology systems. The Committee shall also be comprised of up to two members of the City Council, who shall serve as non-voting members of the Committee.

SECTION 4: Term. The voting members of the Committee shall serve a term of four years, with the exception of the initial voting members, whose terms may be shortened or lengthened so that the terms are staggered. There are no term limits for Committee members.

SECTION 5: Compensation. The members of the Committee shall not receive any compensation for their service on the Committee.

SECTION 6: Meetings. The Committee shall hold regular meetings at least twice annually.

SECTION 7: Functions and Duties.

(a) The Committee shall make recommendations to City staff and the City Council regarding the implementation of technological systems and software; advise on the development of long-term technology strategies; and recommend annual priorities as part of the City’s budget development process. Notwithstanding the foregoing, the formation of this Committee must not be construed as a limitation on the powers of the City Council or the City’s administrative staff in their supervision or authority over property or personnel under their jurisdiction.

(b) The Committee may recommend to either the City Council or the City Manager that the City hire consultants or contractors, or purchase equipment or products. However, the procurement of services, supplies and equipment must comply with the El Segundo Municipal Code and members of the Committee must abstain from participating in any matter to come before the Committee in which he or she has any direct or indirect economic interest, as required by law.

(c) The Committee is formed to engage the community for idea sharing, to develop long term strategies and to vet systems, projects and ideas related to City technologies. Members of the Committee are not expected to perform any services or work that would normally be performed by City staff or contractors. In the event a member desires to access the City’s equipment, network or technology to fulfill his or her duties as a Committee member, such access must be approved by the City Manager upon consultation with the City Attorney.

SECTION 8: Adoption of By-laws. The by-laws recommended for adoption by the Committee on January 6, 2017, and attached as Exhibit A are hereby adopted. Any amendments to the by-laws must be approved by the City Council.

SECTION 9: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.
PASSED, APPROVED AND ADOPTED this 17th day of January, 2017.

Suzanne Fuentes, Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ____ was duly passed, approved and adopted by said City Council at a regular meeting held on the 17th day of January, 2017, approved and signed by the Mayor, and attested to by the City Clerk, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
| Warrant Number | Description | Amount
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>GENERAL FUND</td>
<td>$420,744.55</td>
</tr>
<tr>
<td>104</td>
<td>TRAFFIC SAFETY FUND</td>
<td>-</td>
</tr>
<tr>
<td>106</td>
<td>STATE GAS TAX FUND</td>
<td>-</td>
</tr>
<tr>
<td>108</td>
<td>ASSOCIATED RECREATION ACTIVITIES FUND</td>
<td>-</td>
</tr>
<tr>
<td>109</td>
<td>ASSET FORFEITURE FUND</td>
<td>$29,14</td>
</tr>
<tr>
<td>111</td>
<td>COMM. DEVEL. BLOCK GRANT</td>
<td>$3,790.00</td>
</tr>
<tr>
<td>112</td>
<td>PROP &quot;A&quot; TRANSPORTATION</td>
<td>$1,850.67</td>
</tr>
<tr>
<td>114</td>
<td>PROP &quot;C&quot; TRANSPORTATION</td>
<td>$9,999.75</td>
</tr>
<tr>
<td>115</td>
<td>AIR QUALITY INVESTMENT PROGRAM</td>
<td>-</td>
</tr>
<tr>
<td>116</td>
<td>HOME SOUND INSTALLATION FUND</td>
<td>$94.84</td>
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<td>TDA ARTICLE 3 - SB #21 BIKEWAY FUND</td>
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<td>119</td>
<td>MTA GRANT</td>
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<td>121</td>
<td>FEMA</td>
<td>-</td>
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<td>120</td>
<td>C.O.P.S. FUND</td>
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<td>122</td>
<td>L.A.W.A. FUND</td>
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<td>123</td>
<td>PSPAP PROPERTY TAX PUBLIC SAFETY</td>
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<td>FACILITIES MAINTENANCE</td>
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<td>708</td>
<td>EXPENDABLE TRUST FUND - OTHER</td>
<td>$4,177.55</td>
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**TOTAL WARRANTS:** $795,448.98

---

**STATE OF CALIFORNIA**
**COUNTY OF LOS ANGELES**

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

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

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

**CODES:**

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

**For Ratification:**

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

**FINANCE DIRECTOR:**

**CITY MANAGER:**

**DATE:** 1-3-2017

**DATE:** 1-4-17

**VOID CHECKS DUE TO ALIGNMENT:**

N/A

**VOID CHECKS DUE TO INCORRECT CHECK DATE:**

**VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:**

**NOTES**

---

*80*
# Payments by Wire Transfer

**12/12/16** through **12/25/16**

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/12/2016</td>
<td>West Basin</td>
<td>1,937,733.31</td>
<td>H2O payment</td>
</tr>
<tr>
<td>12/12/2016</td>
<td>IRS</td>
<td>101,080.21</td>
<td>Federal 941 Deposit - Holiday Payout</td>
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<tr>
<td>12/12/2016</td>
<td>Employment Development</td>
<td>1,304.63</td>
<td>State SDI payment - Holiday Payout</td>
</tr>
<tr>
<td>12/12/2016</td>
<td>Employment Development</td>
<td>21,092.99</td>
<td>State PIT Withholding - Holiday Payout</td>
</tr>
<tr>
<td>12/16/2016</td>
<td>Health Comp</td>
<td>2,023.90</td>
<td>Weekly claims</td>
</tr>
<tr>
<td>12/16/2016</td>
<td>Manufacturers &amp; Traders</td>
<td>22,074.49</td>
<td>457 payment Vantagepoint</td>
</tr>
<tr>
<td>12/16/2016</td>
<td>Manufacturers &amp; Traders</td>
<td>552.31</td>
<td>IRA payment Vantagepoint</td>
</tr>
<tr>
<td>12/16/2016</td>
<td>Nationwide NRS EFT</td>
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<td>12/16/2016</td>
<td>State of CA EFT</td>
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<tr>
<td>12/19/2016</td>
<td>IRS</td>
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<tr>
<td>12/19/2016</td>
<td>Employment Development</td>
<td>3,089.61</td>
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<td>12/22/2016</td>
<td>Lane Donovan Golf P't</td>
<td>21,405.04</td>
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<tr>
<td>12/12/16-12/18/16</td>
<td>Workers Comp Activity</td>
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<tr>
<td>12/19/16-12/25/16</td>
<td>Workers Comp Activity</td>
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<td>SCRMA checks issued</td>
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<td>12/12/16-12/18/16</td>
<td>Liability Trust - Claims</td>
<td>0.00</td>
<td>Claim checks issued</td>
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<tr>
<td>12/19/16-12/25/16</td>
<td>Liability Trust - Claims</td>
<td>0.00</td>
<td>Claim checks issued</td>
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<tr>
<td>12/12/16-12/18/16</td>
<td>Retiree Health Insurance</td>
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<td>Health Reimbursement checks issued</td>
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<td>12/19/16-12/25/16</td>
<td>Retiree Health Insurance</td>
<td>0.00</td>
<td>Health Reimbursement checks issued</td>
</tr>
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</table>

**Total Payments by Wire:** 2,987,398.36

**Date of Ratification:** 12/28/16

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II

Director of Finance

City Manager

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

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<th>Account</th>
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<td>104 TRAFFIC SAFETY FUND</td>
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<td>109 ASSOCIATED RECREATION ACTIVITIES FUND</td>
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<td>109 ASSET FORFEITURE FUND</td>
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<td>111 COMM. DEV. BLOCK GRANT</td>
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<td>112 PROP &quot;A&quot; TRANSPORTATION</td>
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<td>114 PROP &quot;C&quot; TRANSPORTATION</td>
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<td>115 AIR QUALITY INVESTMENT PROGRAM</td>
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<td>116 HOME SOUND INSTALLATION FUND</td>
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<td>119 MTA GRANT</td>
<td>-</td>
</tr>
<tr>
<td>121 FEMA</td>
<td>-</td>
</tr>
<tr>
<td>120 C.O.P.S. FUND</td>
<td>-</td>
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<td>122 L.A.W.A. FUND</td>
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<td>123 RỊSAF PROPERTY TAX PUBLIC SAFETY</td>
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<td>708 OUTSIDE SERVICES TRUST</td>
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</table>

TOTAL WARRANTS: $ 731,444.83

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:
- **R** = Computer generated checks for all non-emergency/urgent payments for materials, supplies and services in support of City Operations
- **A** = Payroll and Employee Benefit checks
- **B - F** = Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expense reimbursements, various refunds, contract employee services consistent with current contractual agreements, instances where prompt payment discounts can be obtained or when a situation arises that the City Manager approves.
- **H** = Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

**FINANCE DIRECTOR**

**CITY MANAGER**

DATE: 1-9-17

DATE: 1-10-17
**CITY OF EL SEGUNDO**  
**PAYMENTS BY WIRE TRANSFER**  
**12/26/16 THROUGH 1/8/17**

<table>
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<th>Amount</th>
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<td>IRA payment Vantagepoint</td>
<td>552.31</td>
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<tr>
<td>12/30/2016</td>
<td>State of CA EFT</td>
<td>EFT Child support payment</td>
<td>1,869.10</td>
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<tr>
<td>12/30/2016</td>
<td>Health Comp</td>
<td>Weekly claims</td>
<td>1,836.04</td>
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<tr>
<td>1/3/2017</td>
<td>Nationwide NRS EFT</td>
<td>EFT 457 payment</td>
<td>26,370.86</td>
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<tr>
<td>1/3/2017</td>
<td>IRS</td>
<td>Federal 941 Deposit</td>
<td>240,107.65</td>
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<td>1/3/2017</td>
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<td>1/4/2017</td>
<td>Cal Pers</td>
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<td>1/5/2017</td>
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<td>Payroll Transfer</td>
<td>22,080.12</td>
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<td>12/26/16-1/1/17</td>
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<td>Retiree Health Insurance</td>
<td>Health Reimbursement checks issued</td>
<td>38,417.27</td>
</tr>
</tbody>
</table>

**DATE OF RATIFICATION: 1/9/17**

**TOTAL PAYMENTS BY WIRE:**

1,444,667.76

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II  
Date  
1/9/17

Director of Finance  
Date  
1/9/17

City Manager  
Date  
1/10/17

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, DECEMBER 20, 2016 – 5:00 PM

5:00 P.M. SESSION

Due to lack of Quorum Closed Session was adjourned until 6:00PM

CALL TO ORDER – Mayor Fuentes at 5:00 PM

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Boyles - Present
Council Member Dugan - Present
Council Member Brann - Absent
Council Member Pirsztuk - 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.

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): -0- matters

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

1. Water Claim Kate Brady

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

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, Professional Employees Association; City Employee Association and Executive and Management/Confidential Employees.

   Agency Designated Representative: Steve Filarsky and City Manager, Greg Carpenter

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

Adjourned at 6:50 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, DECEMBER 20, 2016 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Fuentes

INVOCATION – Pastor Wes Harding, The Bridge

PLEDGE OF ALLEGIANCE – Council Member Pirsztuk

PRESENTATIONS

a) Commendation read by Council Member Dugan and presented to Neil Von Flue, from Recreation and Parks, commending all the volunteers, sponsors and supporters of the 2016 Community Christmas Dinner.

ROLL CALL

Mayor Fuentes - Present
Mayor Pro Tem Boyles - Present
Council Member Dugan - Present
Council Member Brann - Absent
Council Member Pirsztuk - Present

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

Elise, Industrial Lock and Security/ Representative for South Bay Workforce Investment Board, gave a brief presentation on their quarterly report enrollment for El Segundo residents in the work program/Promise Program.
Bill Wanger, resident and Peter Haver, Council for Popcornopolis, informed Council of a Public Safety Issue and suggested a not cost solution for the City.
Lee Davis, resident, committee member for the Recreation and Parks commission, commented on Item #E17
Steven Vaniwedering, El Segundo Business Owner, gave a brief presentation on sharing info between bank and accounting systems; technology information.

CITY COUNCIL COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.
MOTION by Mayor Pro Tem Boyles, SECONDED by Council Member Dugan to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to adopt an Ordinance extending the moratorium on permit issuance for marijuana-related land uses within the City to allow the City sufficient time to consider amending Title 15 of the El Segundo Municipal Code. (Fiscal Impact: None)

Mayor Fuentes stated this was the time and place to conduct a Public Hearing and receive public testimony on the proposed Ordinance extending the moratorium on permit issuance for marijuana-related land uses within the City to allow the City sufficient time to consider amending Title 15 of the El Segundo Municipal Code.

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

Mark Hensley, City Attorney, gave a presentation and answered questions.

Public Input

MOTION by Council Member Pirsztuk, SECONDED by Council Member Dugan to close the hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0

Council Discussion

Mark Hensley, City Attorney, read by title only:

ORDINANCE NO. 1545

AN INTERIM ORDINANCE OF THE CITY OF EL SEGUNDO EXTENDING THE MORATORIUM ON PERMIT ISSUANCE FOR MARIJUANA-RELATED LAND USES WITHIN THE CITY TO ALLOW SUFFICIENT TIME FOR THE CITY TO CONSIDER AMENDING TITLE 15 OF THE EL SEGUNDO MUNICIPAL CODE AND APPROVING A REPORT REGARDING THE STATUS OF THE MORATORIUM.

MOTION by Council Member Dugan, SECONDED by Council Member Pirsztuk adopting Ordinance No. 1545. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0

C. UNFINISHED BUSINESS

2. Consideration and possible action related to the design and construction of the new Aquatics Center at Wiseburn High School.
(Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item.

Meredith Petit, Recreation and Parks Director, commented on the presentation and introduced Stu Isaac.

Stu Isaac, Isaac Sports Group gave a presentation on Budget and Energy Analysis for the Wiseburn/El Segundo Aquatics Center.

Council Discussion

MOTION by Council Member Pirsztuk, SECONDED by Council Member Boyles to postpone recommendation and to bring back and provide further information. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

3. Consideration and possible action to open the recruitment process for the positions on the Committees, Commissions and Boards (“CCBs”) that expires in the year 2017.
   (Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item.

Council Discussion

Council did not motion. Entire Council consensus agreed to direct staff to open the recruitment process for the open positions on the CCB’s.

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. Approve Warrant Numbers 3014172 through 3014343 on Register No. 5 in the total amount of $872,810.94 and Wire Transfers from 11/28/16 through 12/11/16 in the total amount of $1,719,112.67. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

5. Approve the Regular City Council Meeting Minutes of December 6, 2016.

6. Accept the Water Valve Replacement Project at multiple locations on the following streets: Hillcrest St., Cedar St., Holly Ave., Walnut Ave., Mariposa
Ave. and Eucalyptus St. as complete, Project No. PW16-24 and authorize the City Clerk to file a Notice of Completion in the County Recorder's Office. (Fiscal Impact: $118,848.00)

7. Authorize the City Manager to execute a standard Public Works Contract No. 5243, in a form approved by the City Attorney, With Roberson Industries Inc. in the amount of $44,666.60 and authorize an additional $6,700.00 for construction related contingencies for George E. Gordon Clubhouse Playground Resurfacing Project, Project No. PW14-10. (Fiscal Impact: $51,366.60, Los Angeles County Regional Park and Open Space District Grant)

8. Adopt Resolution No. 5012 approving the Plans and Specifications for Police Department Kitchen Remodel, Project No. PW 17-07. (Fiscal Impact: To Be Determined)

9. Accept the City-wide Catch Basin Screen Installation Project as complete, Project No. PW16-12 and authorize the City Clerk to file a Notice of Completion in the County Recorder's Office. (Fiscal Impact: $35,240.00)

10. PULLED BY STAFF – to be brought back to next Council Meeting.

11. Adopt Resolution No. 5013 approving Plans and Specifications for Water Main Improvement on Mariposa Avenue, Project No. PW 17-03. (Fiscal Impact: To Be Determined)

12. Adopt Resolution No. 5014 approving the Plans and Specifications for Fire Station #1 Men's Bathroom Improvements, Project No. PW 17-08. (Fiscal Impact: To Be Determined)

13. Authorize the City Manager to execute a standard Public Works Contract No. 5244, in a form approved by the City Attorney, with Ace Electric, Inc. in the amount of $197,100.00 for Recreation Park Phase 4 Lighting, Project No. PW 16-26, authorize an additional $29,565.00 for construction related contingencies and authorize the purchase of lighting equipment from Musco Sports Lighting, LLC in the amount of $178,651.00. (Fiscal Impact: $405,316.00)

14. Adopt Resolution No. 5015 approving the Plans and Specifications for Fire Station #1 Kitchen Improvements, Project No. PW 17-06. (Fiscal Impact: To Be Determined)

15. PULLED BY COUNCIL MEMBER DUGAN

16. PULLED BY COUNCIL MEMBER PIRSZTUK
17. Authorize the City Manager to execute a License Agreement No. 5245 in a form approved by the City Attorney with Alpha Aquatics to operate a competitive youth swim team at the Urho Saari Swim Stadium from January 1, 2017, through June 30, 2018, at a rental rate starting at $1,300.00 per month for the first six months and increasing by 20% each six months thereafter. (Fiscal Impact: $28,392 in Recreation Reservation Revenues for term of the agreement)

18. PULLED BY COUNCIL MEMBER PIRSZTUK

19. Authorize the City Manager, in a form approved by the City Attorney, to amend the MuniTemps Agreement Number 4802, Amendment No. 4802E for temporary staffing the Public Works Department for Interim Director of Public Works. (Fiscal Impact: $105,000.00)

20. Authorize the City Manager to extend the existing contract with William Avery & Associates, Amendment No. 4883C an executive search firm, for purposes of conducting executive searches not to exceed $100,000 per fiscal year and extend the term of the agreement to September 30, 2018. (Fiscal Impact: $100,000 for FYs 2016-17, 2017-18)

21. Approve continuing appropriations from FY 2015-2016 to FY 2016-2017, thereby amending the Fiscal Year 2016-2017 Adopted Budget. (Fiscal Impact: $0 – (Appropriations of $11,352,016 from FY 2015-16 requested to be continued into FY 2016-17))

22. Accept the Richmond Street Improvement Project as complete, authorize the City Clerk to file a Notice of Completion with the County Recorder’s Office and authorize the transfer of $69,375.00 from account #001-400-4101-6206 (PW/Engineering Contractual Services) to account #301-400-8203-8703 for PW No. 15-01 (Richmond St. Improvement Project). (Fiscal Impact: $1,602,717.90)

23. Authorize City Manager to execute an Amendment No. 5226A, in a form approved by the City Attorney, with MV Cheng & Associates Inc., agreement number 5226, for temporary staffing in the Finance Department. (Fiscal Impact: $9,765.00)

MOTION by Mayor Pro Tem Boyles, SECONDED by Council Member Dugan to approve Consent Agenda items 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 17, 19, 20, 21, 22 and 23. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0
PULLED ITEMS:

15. Approve a new Class Specification for the at-will position of Information Systems Director, adopt Resolution No. XXX establishing the basic monthly salary range for Information Systems Director and introduce and waive the first reading of Ordinance No. 1546 amending El Segundo Municipal Code §1-6-3, §1-6-4, and §1-6-5 Regarding City Departments, Exclusions from Civil Service, and Department Heads.  
(Fiscal Impact: $225,700.00)

MOTION by Council Member Dugan, SECONDED by Council Member Pirsztuk to approve item #1 and #3 from staff report and remove item #2. Resolution did not pass, until next Council Meeting after more research has been done on Salary Range.  
MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0

16. Receive and file an informational report regarding the emergency purchase of computer network equipment, specifically two uninterruptible power sources (UPS).  
(Fiscal Impact: $50,000.00)

MOTION by Council Member Pirsztuk, SECONDED by Mayor Pro Tem Boyles to approve Consent Agenda item 16. Amendment No. 4637D for General Lighting and Electric, MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0

18. Authorize the City Manager to execute an Agreement No. 4246, in a form approved by the City Attorney, to purchase two (2) 2017 North Star 171-1 Ambulances on a 2017 Ford F-450 4X2 Diesel Ambulance Prep Chassis from Braun Northwest.  
(Fiscal Impact: $406,161.68) (Clerical Error, Fiscal Impact: Not to Exceed $406,796.72)

MOTION by Mayor Pro Tem Boyles, SECONDED by Council Member Pirsztuk  
MOTION PASSED BY UNANIMOUS VOICE VOTE. 3 Yes/ 1, No Dugan

F. NEW BUSINESS

24. Consideration and possible action to accept a grant award from Chevron U.S.A., Inc. in the amount of $185,000.00 to support economic development within the City of El Segundo.  
(Fiscal Impact: $185,000.00 Revenue for the Economic Development Grant Account)

Greg Carpenter, City Manager, introduced the item.

Council Discussion
MOTION by Council Member Pirsztuk, SECONDED Council Member Dugan authorizing the City Manager to accept a grant award from Chevron U.S.A., Inc., Agreement No. 5247 in the amount of $185,000.00 to support economic development within the City of El Segundo. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0

25. Consideration and possible action to adopt a resolution No. 5016 authorizing the Mayor to sign a temporary employment Agreement No. 5248 with Mitchell Tavera in conformance with California Public Employees' Retirement System and state law requirements providing for Mr. Tavera to fill the position of Interim Police Chief.
   (Fiscal Impact: Not to exceed $106,339.00)

Greg Carpenter, City Manager, introduced the item.

Mark Hensley, City Attorney, gave input.

Council Discussion

MOTION by Council Member Boyles, SECONDED by Council Member Pirsztuk adopting Resolution No. XXX authorizing the Mayor to sign a temporary employment agreement with Mitchell Tavera. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0

G. REPORTS – CITY MANAGER – Reminder that trash will be picked up after holidays, no street sweeping will be enforced. Commented on Top Golf, thanked employees, wishing everyone happy holidays, and farewell to Martha Dijkstra, Human Resources Director – on her retirement.

H. REPORTS – CITY ATTORNEY – Wished everyone a Merry Christmas and a Happy New Year.

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER – Not Present

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Brann – Absent

Council Member Pirsztuk – Congratulated Martha on her retirement, Thanked Residents at Candy Cane Lane, Kiwanis Club and Police Dept. for driving Santa around town, wished everyone a Merry Christmas, Happy Hanukah and Happy new years.

Council Member Dugan – Explained why he asks the questions he does, protecting the City.
Mayor Pro Tem Boyles – Wished everyone a Merry Christmas and a Happy New Year.

Mayor Fuentes –

26. Consideration and possible action regarding the annual request of Mr. S. Claus for variances from the Municipal Code.

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

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

MOTION by Council Member Pirsztuk, SECONDED by Mayor Pro Tem Boyles approving the request by Mr. S. Claus for a waiver of the permits required for doing business within the City of El Segundo. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0

Mayor Fuentes, Congratulated Martha for her services, thanked Chamber and Chevron for the Christmas Parade, Candy Cane Lane and Residents, Reminder on the Centennial Ball and Celebration, Thanked Torrance Fire Dept. for loan on Fire Engine. Wished everyone a Merry Christmas, Happy Hanukah and Happy New Years.

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

Coach Octavio Lessy, Alpha Aquatics Team at El Segundo Plunge, commented on Item #17

MEMORIALS – None

ADJOURNMENT at 9:14PM

Lili Sandoval, Deputy City Clerk I
AGENDA DESCRIPTION:
Consideration and possible action by City Council to adopt a resolution for approval of the City of El Segundo Coyote Management Plan, which provides guidelines for City staff in dealing with coyotes with an emphasis on education and hazing.

RECOMMENDED COUNCIL ACTION:
1. Adopt a resolution to approve and enact the attached El Segundo Coyote Management Plan; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution
2. City of El Segundo Coyote Management Plan

FISCAL IMPACT: None at this time
Amount Budgeted: N/A
Additional Appropriation:
Account Number(s):

STRATEGIC PLAN:
Goal: 2. Support Community Safety and Preparedness
Objective: 1. El Segundo has a proactive approach to risk and crime
2. El Segundo has proactive community engagement so that perceptions of safety align with reality

ORIGINATED BY: Jeff Leyman, Lieutenant
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
In the middle part of 2016, the City, along with other municipalities in Southern California, began to experience an increase in the amount of coyote encounters. These encounters included coyote attacks on pets that were on and off leash, a documented escalation of stalking and aggressive behavior displayed by coyotes, and an upsurge in sightings in areas populated by people (particularly during the day). The encounters have caused a general sense of fear by El Segundo residents and a desire to manage the increased coyote activity in our neighborhood.

The City of El Segundo is not responsible for the actions of, or damage caused by wild animals, however, we are interested in protecting people, pets and property to the extent possible.
At the recommendation of the California Department of Fish and Wildlife, staff has developed the attached City of El Segundo Coyote Management Plan. The suggested actions in the plan are designed to increase citizens’ knowledge and understanding of how coyotes behave and make clear how such behavior can be managed to reduce or eliminate conflicts with coyotes. The plan requires active participation on the part of the entire community including residents, volunteers, and City staff.

Staff recommends City Council adopt a resolution to approve and enact the attached City of El Segundo Coyote Management Plan.
RESOLUTION NO. _____

A RESOLUTION ADOPTING THE CITY OF EL SEGUNDO COYOTE
MANAGEMENT PLAN

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

SECTION 1: Recitals:

A. City of El Segundo residents have expressed concern over purported, apparent, or observed increases in the number of coyotes, sightings of coyotes, aggressive behavior of coyotes, and a general fear of harm to life and property caused by coyotes;

B. Although the City of El Segundo does not own or have any control of wild animals found within its boundaries, the City and its Police Department do respond to such concerns from its residents;

C. The City Council desires to adopt the attached City of El Segundo Coyote Management Plan to provide guidance to the El Segundo Police Department and City staff on the appropriate level of response to various types of coyote encounters; the City Council also adopts the Plan to increase residents’ knowledge and understanding of how coyotes behave to help reduce or eliminate encounters with coyotes.

SECTION 2: Adoption. The City Council adopts the City of El Segundo Coyote Management Plan attached as Exhibit A. The City Manager is authorized to take any actions necessary to implement the Plan and may approve any future amendments to the Plan.

SECTION 3: 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 minutes of this meeting.

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

PASSED, APPROVED AND ADOPTED this ____ day of January, 2017.

ATTEST:

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

Suzanne Fuentes, Mayor
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, approved and adopted by said City Council at a regular meeting held on the ____ day of January, 2017, approved and signed by the Mayor, and attested to by the City Clerk, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

______________________________
Mark D. Hensley, City Attorney
City of El Segundo
Coyote Management Plan

El Segundo Animal Control
El Segundo Police Department
348 Main Street
El Segundo, California 90245
Phone: 310-524-2231
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>2</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>3</td>
</tr>
<tr>
<td>DIFFICULTIES MANAGING WILDLIFE</td>
<td>4</td>
</tr>
<tr>
<td>WHAT ROLES DO COYOTES PLAY IN THE ENVIRONMENT?</td>
<td>5</td>
</tr>
<tr>
<td>HOW DO HUMANS PERCEIVE COYOTES?</td>
<td>5</td>
</tr>
<tr>
<td>HAVE COYOTE NUMBERS INCREASED IN CULVER CITY?</td>
<td>5</td>
</tr>
<tr>
<td>COYOTE MANAGEMENT PLAN</td>
<td>7</td>
</tr>
<tr>
<td>COYOTE ATTRACTANTS IN URBAN AREAS</td>
<td>8</td>
</tr>
<tr>
<td>HAZING AND BEHAVIORAL CHANGE</td>
<td>10</td>
</tr>
<tr>
<td>FOUNDATION OF HAZING</td>
<td>10</td>
</tr>
<tr>
<td>GOALS OF HAZING</td>
<td>10</td>
</tr>
<tr>
<td>GENERAL CONSIDERATIONS</td>
<td>10</td>
</tr>
<tr>
<td>TRAINING PROGRAM</td>
<td>12</td>
</tr>
<tr>
<td>PUBLIC HAZING TRAINING</td>
<td>12</td>
</tr>
<tr>
<td>ENFORCEMENT</td>
<td>14</td>
</tr>
<tr>
<td>RESPONSE PLAN</td>
<td>15</td>
</tr>
<tr>
<td>THREAT LEVEL TIERED RESPONSE</td>
<td>15</td>
</tr>
<tr>
<td>INCIDENT DEFINED</td>
<td>16</td>
</tr>
<tr>
<td>APPENDICES</td>
<td></td>
</tr>
<tr>
<td>APPENDIX A – DEFINITIONS ON ENCOUNTERS WITH COYOTES</td>
<td>17</td>
</tr>
<tr>
<td>APPENDIX B – COYOTE BEHAVIOR, BEHAVIOR CLASSIFICATION AND RECOMMENDED RESPONSE</td>
<td>19</td>
</tr>
<tr>
<td>APPENDIX C – OVERVIEW OF HAZING</td>
<td>20</td>
</tr>
<tr>
<td>APPENDIX D – COYOTE YARD AUDIT CHECKLIST</td>
<td>21</td>
</tr>
</tbody>
</table>
Introduction

The intent of this plan is to provide guidance for dealing with coyotes in El Segundo. Guidelines and provisions of this plan do not supersede federal, state and county regulations and policies. Furthermore, the provisions of this plan do not apply to El Segundo residents and businesses in pursuit of their legal rights in dealing with coyotes.

Background

In the middle part of 2016, the City, along with other municipalities in Southern California, began to experience an increase in the amount of coyote encounters. These encounters included attacks on pets by coyotes that were on and off leash, a documented escalation of stalking and aggressive behavior displayed by coyotes, and an upsurge in sightings in areas populated by people (particularly during the day). The encounters have caused a general sense of fear by El Segundo residents and a desire to manage the increased coyote activity in neighborhoods.

Areas within and adjacent to the City where dense brush is prevalent (LAX property, areas in and around the Dunes, etc.) also provide locales where coyotes can safely build dens and reproduce. It is also believed that the prolonged drought has limited potential food sources for the coyotes and thus drawn the coyotes to residential neighborhoods in search of food and water.

Coyotes are opportunistic, versatile carnivores that primarily eat small mammals, such as rabbits, ground squirrels, and mice, to name a few. Coyotes tend to prefer fresh meat, but will eat significant amounts of fruits and vegetables during the autumn and winter months when their prey is scarce. Part of the coyote's success as a species is its dietary adaptability. This dietary elasticity, coupled with a lack of prey and closer proximity to residents, has led the coyotes to seek alternative food sources, including small pets, pet food, and fallen fruits and vegetables found in the backyards of homes. Generally, coyotes are reclusive animals who avoid human contact. However, with the urbanization of coyotes they have realized there are few real threats in suburban environments. This has resulted in coyotes approaching people and even feeling safe visiting yards when people are present.

In response to the rise of more aggressive coyote activity in neighborhoods, City staff researched response from surrounding communities, analyzed the Coyote Guidelines from the Humane Society of the United States, and researched coyote ecology to better understand and to create an appropriate plan for El Segundo.
This Plan enables the City to manage the amplified presence of coyotes with an emphasis on education, hazing, and lastly employing lethal means of removal only when the safety of the public is at stake.

The Plan is guided by the following principles:

1. Human safety is a priority in managing human-coyote interactions.
2. Coyotes serve an important role in ecosystems by helping control the population of rodents.
3. Preventive practices such as reduction and removal of food attractants, habitat modification and responding appropriately when interacting with wildlife are key to minimizing potential interaction with coyotes.
4. Solutions for coyote conflicts must address both problematic coyote behaviors (such as aggression towards people and attacks on pets) and the problematic human behaviors (intentionally or unintentionally feeding coyotes and letting pets outside unattended) that contribute to conflicts.
5. Non-selective coyote removal programs are ineffective for reducing coyote population sizes or preventing human-coyote conflicts.
6. A community-wide program that involves residents is necessary for achieving coexistence among people, coyotes and pets.

The suggested actions in the Plan are designed to increase citizens’ knowledge and understanding of how coyotes behave and make clear how such behavior can be managed to reduce or eliminate conflicts with coyotes. The Plan requires active participation on the part of the entire community including residents, homeowner associations, volunteers, and City staff.

The City of El Segundo does not own or have any control of wild animals found within its boundaries, nor is the City responsible for the actions or damage caused by them. These animals are a common and important integral part of our ecosystem.

**Difficulties Managing Wildlife**

Although El Segundo places a high value on its wildlife, some species adapted to urban environments have the potential for problems and/or conflicts in specific situations. In addressing problems, El Segundo promotes policies supporting prevention and implementation of remedial measures that do not harm the wildlife or their habitats.

A wildlife problem is defined as any situation that causes a health or safety issue to its residents. In cases where problems with wildlife are associated with human behavior (leaving garbage exposed or intentional wildlife feeding), ordinances and enforcement may be enacted to minimize conflict. In some cases, particular or traditional management tools are ineffective. For example, relocation of animals is not ecologically sound and is not allowed in California without permission from the California Department of Fish and Wildlife (DFW). Generally, relocated animals do not survive the transfer. If they do, they rarely stay in the relocation area and tend to disperse to other locations.
where they may cause problems, be involved in territory disputes or introduce disease. In some instances, the dispersed wildlife, especially coyotes, will go to great lengths to return to its previous territory or adversely affect residents. For these reasons, the CDFW rarely allows relocation of wildlife.

As a last resort, lethal control measures, when employed, are controversial and non-selective; it is extremely difficult to ensure that problem-causing coyote(s) will be the ones located and killed. Since firearms are usually unsafe to use in urban and suburban areas, traps are generally the method used. Most traps are notoriously indiscriminate, capturing almost any animal that triggers them. Sometimes called "trash" animals by trappers, non-target species that have been found in traps include threatened and endangered species, raptors, domestic dogs and cats. These animals can sustain the same injuries as target species. Even if released, they may perish later from internal injuries or reduced ability to hunt or forage for food. If they are used, traps must be humane and in compliance with federal and state laws.

It is not economically, ecologically or in other ways efficient to attempt to remove all coyotes from the urban ecosystem. Attempts made by local, state and federal agencies as well as private organizations over the past century to eradicate coyotes have proven to be ineffective. Moreover, during the past century coyotes have expanded their territories to include every state except Hawaii.

What Role do Coyotes play in the Environment?
Coyotes play an important role in the urban ecosystem. They are predators of geese, eggs, squirrels, mice, rabbits, rats, gophers and other small animals. Rodents make up a majority of their diet.

How do Humans Perceive Coyotes?
People respond to coyotes in various ways. Some observe them with enjoyment, others with indifference and some with fear or concern. Personal experiences with coyotes may influence their perceptions. Experiences range from animal sightings without incident to stalking, killing of pets or, at the extreme, an attack on a person.

Because wild animals conjure up fear, actual sightings and perceptions may become exaggerated or misconstrued (see Appendix A for coyote description encounters). The wide range in perceptions of urban coyotes from El Segundo residents supports the need for strong and consistent educational messages to clarify management techniques.

Have Coyote Numbers Increased in El Segundo?
Without tracking and updated inventories, it is difficult to know if the number of coyotes has increased in an area. What is known is that coyotes can become habituated if they are intentionally or unintentionally fed, which can lead to bolder behavior when coyotes lose their fear of people. Coyotes - like all predators - will stabilize their populations if they are not constantly exploited. In general, coyotes regularly roam an area of about 2-5 square miles or whatever it takes to get enough food for the pack members. Normally, each pack is a territorial family group that varies in number
from 3 to 10 individuals. A portion of the area the pack inhabits is the pack’s territory, which they defend from other coyotes. The number of mature coyotes in the pack is linked to the amount of food resources in the territory. The pack system keeps coyotes from getting too numerous because the packs defend the area they need to survive.

A coyote pack usually has one breeding (or alpha) female. This female produces more pups than are ultimately wanted in the pack. Young coyotes may leave the pack at about 9-11 months of age but dispersal patterns are highly variable. These coyotes become transients. Other types of transients include older individuals that can no longer defend their role as upper level pack members and leave the pack.

Transients move all over in narrow undefended zones that exist between pack territories searching for an open habitat to occupy or group to join. They often die before they succeed (many are hit by cars). It is largely because of these transients, that coyote eradication programs are unsuccessful.

Removing a group of territorial coyotes will create an undefended area into which the transient coyotes will flow. At all times of the year, numbers of transients are immediately available to replenish any voids created by killing the resident coyotes. Further, if either the alpha male or alpha female in a pack is killed, the resulting effect may result in ovulation in other breeding-age females in the pack and an increase in the number of litters as well as the number of pups per litter.

**Monitoring and Collecting Data**

Monitoring and data collection are critical components of an effective coyote management plan. This is best accomplished with input from both residents and the El Segundo Police Department Animal Control. The El Segundo Animal Control records and tracks coyote sightings or incidents (See Appendix A for definitions). Coyote sightings/incidents can be made by calling 310-524-2231 and via e-mail at coyotesightings@elsegundo.org.

The purpose of monitoring human-coyote interactions is to document where coyotes are frequently seen and to identify human-coyote conflict hotspots. Gathering specific data on incidents will allow for targeting of educational campaigns and conflict mitigation efforts, as well as the ability to measure success in reducing conflicts over time.
Coyote Management Plan

Management Strategy
The El Segundo Police Department Animal Control strategy for managing coyotes is based on balancing respect and protection for wildlife and their habitats without compromising public safety. The main strategy is comprised of a three-pronged approach consisting of public education designed around co-existence with coyotes, enforcement of laws prohibiting the feeding of wildlife and ensuring public safety by implementing appropriate tiered responses to coyote and human interactions. This plan requires active participation on the part of the entire community including residents, city employees, volunteers and El Segundo Animal Control.

Education
Education is the key to having residents make appropriate decisions regarding their safety or managing their property and pets. Education will involve written materials in flyers. The goal of education is to decrease attractants, increase pet safety, and reshape coyote behavior through hazing and creating reasonable expectations of normal coyote behavior.

Learning how to respond to a coyote encounter empowers residents and supports reshaping undesired coyote behavior. The public should understand what normal coyote behavior is when living in close proximity with coyotes. For example, vocalization is normal acceptable behavior and does not indicate aggression.

Enforcement
The act of feeding wildlife is known to lead to an increase in wildlife activity. Feeding can attract coyotes and their prey to an area leading to an increased likelihood of creating a habituated coyote(s) resulting in increases in coyote and human interactions. California law prohibits feeding wildlife. The El Segundo Police Department Animal Control will strictly enforce the State law(s) pertaining to this activity.

Response Plan
A detailed tiered response plan has been developed to provide a mechanism for identifying and classifying different levels of human and coyote interactions. Definitions of coyote encounters is listed in Appendix A and Appendix B provides a chart detailing coyote behavior, behavior classification and recommended responses.
Coyote Attractants in Urban Areas

While human attacks are very rare, urban landscape development, habituation through intentional and unintentional feeding, pet related incidents and media attention have led some urban residents to fear coyotes. It is important to note that attacks on small pets are normal coyote behavior and do not necessarily indicate a danger for people.

Coyotes usually become habituated when they learn and associate people and/or neighborhoods with sources of food. We reinforce this behavior by not reacting appropriately when we see a coyote. Steps must be taken to address safety concerns and misconceptions and appropriate responses to potential threats to human safety. It’s important to keep in mind that coyotes have been in and around other parts of Southern California for a very long time.

Coyotes are drawn to urban and suburban areas for the following reasons:

1. **Food** – Urban areas provide a bounty of natural food choices for coyotes that primarily eat rodents such as mice and rats. However, coyotes can be further attracted into suburban neighborhoods by human-associated food such as pet food, unsecured compost or trash, and fallen fruit in yards. Intentional and unintentional feeding can lead coyotes to associate humans with sources of food, which can result in negative interactions among coyotes, people and pets. To reduce food attractants in urban and suburban areas:

   a) Never hand-feed or otherwise deliberately feed a coyote.
   b) Avoid feeding pets outside. Remove sources of pet food and water. If feeding pets outside is necessary, remove the bowl and any leftover food promptly.
   c) Never compost any meat or dairy (unless the compost is fully secured).
   d) Maintain good housekeeping, such as regularly raking areas around bird feeders, to help discourage coyote activity near residences.
   e) Remove fallen fruit from the ground.
   f) Keep trash in high-quality containers with tight-fitting lids. Only place the cans curbside the morning of collection. If you leave out overnight, trash cans are more likely to be tipped over and broken into.
   g) Bag especially attractive food wastes such as meat scraps or leftover pet food before discarding

2. **Water** – Urban areas provide a year-round supply of water in the form of storm water impoundments and channels, artificial lakes, irrigation, pet water dishes, etc., which support both coyotes and their prey. In dry conditions, water can be as alluring as food, so remove water bowls set outside for pets and make watering cans unavailable.
3. **Access to Shelter**—Parks, greenbelts, open spaces, golf courses, buildings, sheds, decks and crawl spaces, etc., increase the amount and variability of cover for coyotes. They allow coyotes to safely and easily remain close to people, pets, homes and businesses without detection. In the spring, when coyotes give birth and begin to raise young, they concentrate their activities around dens or burrows in which their young are sheltered. Coyotes may take advantage of available spaces under sheds or decks for use as a den, bringing them into close contact with people and pets.

4. **Unattended Pets**—Coyotes primarily eat small mammals such as mice and rats, but will also prey on slightly larger mammals such as rabbits and groundhogs. Approximately the same size as a groundhog or rabbit, free-roaming outdoor pets, especially cats and sometimes small dogs, may attract coyotes into neighborhoods.

   a) The best way to minimize risk to pets from coyotes (and the other dangers of outdoor life such as cars, disease, dogs and other wildlife) is to keep small pets indoors (or only let them outside in a secure enclosure or when accompanied by a person and under the control of a leash and harness).

   b) It is important to either keep dogs on a leash six feet long or shorter when outdoors or to stay within six feet of them when outside. (Coyotes may view a dog on a leash longer than six feet as an unattended pet.) Attacks on unattended, small dogs are normal coyote behavior and do not indicate a danger for people.

   c) Although attacks on larger dogs are rare, coyotes will sometimes go after a large dog when they feel that their territory is threatened. This generally occurs during the coyote breeding season, which takes place from January through March. During this time, it is especially important not to let dogs outside unattended and to keep them on leashes (six feet long or less) when in public areas.

5. **Feral Cats**—People who feed feral cats are often concerned that coyotes might prey on the cats. These concerns are well founded, as coyotes can be attracted to the outdoor pet food. Although there is no sure way to protect feral cats from coyotes, the following tips can be helpful:

   a) Feed cats only during the day and at a set time—and pick up any leftovers immediately.

   b) Provide escape routes for cats.

   c) Haze coyotes seen on the property (see Appendix C). Making them feel uncomfortable will encourage them to stay out of the area.

Other domestic animals kept outside, such as rabbits, may also be viewed as prey by coyotes. Protect outdoor animals from coyotes (and other predators) with protective fencing, by ensuring that they are confined in sturdy cages each evening.

Residents are encouraged to use the Yard Audit Checklist (Appendix D) as a tool to help recognize and remove attractants in their yards and neighborhoods.
Hazing and Behavior Change

Some coyotes have become too comfortable in the close proximity of people. To safely coexist, it’s important to modify this behavior and attitude in resident coyote populations. Habituated coyote behavior needs to be reshaped to encourage coyotes to avoid contact with humans and pets.

Hazing — also known as “fear conditioning” - is the process that facilitates this change and is by necessity a community response to negative encounters with coyotes. The more often an individual animal is hazed, the more effective hazing is in changing coyote behavior.

Hazing employs immediate use of deterrents to move an animal out of an area or discourage undesirable behavior or activity. Deterrents include loud noises, spraying water, bright lights, throwing objects, shouting. Hazing can help maintain a coyote’s fear of humans and discourage them from neighborhoods such as backyards and play areas. Hazing does not harm or damage animals, humans or property. Behavioral change also involves human activities such as how to identify and remove attractants and how to responsibly protect pets.

Foundation of Hazing

a) It is not economically, ecologically or in other ways efficient to try and eradicate coyotes from the urban ecosystem.

b) Hazing is one piece of a long-term plan in creating safe and acceptable living situations, increase understanding and reduce conflict between coyotes and people.

Goals of Hazing

a) To reshape coyote behavior to avoid human contact in an urban setting. Human behavior can shape animal behavior, in either a negative or positive manner. People living in close proximity to coyotes can remove coyote attractants, identify potentially dangerous situations for their pets and themselves, and respond in a manner designed to change coyote behavior.

b) To provide residents information and tools to actively engage in reshaping coyote behavior and to support feeling safe in their parks and neighborhoods. This can be accomplished by teaching residents hazing techniques.

c) To model hazing behavior and share accurate information about coyotes among other residents, friends and family.

d) Monitor hazing by volunteers to assess its effectiveness and determine if further action or more aggressive hazing is needed.

e) Develop long-term community based hazing programs.

General Considerations

1. Levels of hazing need to be appropriately relevant to coyote activity.
a) Coyotes live in open spaces and the best practice is to leave them alone and educate the public on personal safety. 
b) Coyotes are often out late at night when few people are present. This is normal acceptable behavior. Hazing may not be necessary. 
c) Exceptions: In early stages of hazing, programs should still engage animal. Coyotes that associate danger in the presence of people under all circumstances will be reinforced to avoid contact.

2. Hazing must be more exaggerated, aggressive and consistent when first beginning a program of hazing. As coyotes “learn” appropriate responses to hazing, it will take less effort from hazers. Early in the process, it is extremely common for coyotes not to respond to hazing techniques. Without a history of hazing, they do not have the relevant context to respond in the desired outcome (to leave).

3. Techniques and tools can be used in the same manner for one or multiple animals. Usually there is a dominant animal in a group who will respond - others will follow its lead. DO NOT ignore, turn your back or avoid hazing because there are multiple animals instead of a single individual.

4. The more often an individual coyote is hazed by a variety of tools and techniques and a variety of people, the more effective hazing will be in changing that animal’s future behavior.

5. Hazing must be directly associated with the person involved in the hazing actions. The coyote must be aware of where the potential threat is coming from and identify the person.

6. Coyotes can and do recognize individual people and animals in their territories. They can learn to avoid or harass specific individuals in response to behavior of the person and/or pet.

7. Coyotes can be routine in habit. Identifying their normal habits can help target which habits to change. For example, the coyote patrols the same bike path at the same time in the morning three to five days a week. Hazers should concentrate on that time and place to encourage the animal to adapt its routine to decrease contact with people.

8. Certain levels of hazing must always be maintained so that future generations of coyotes do not learn or return to unacceptable habits related to habituation to people.

9. Human behavior must change to support hazing and continued identification and, if necessary, remove possible attractants.

10. Education about exclusion techniques including how to identify and remove attractants, personal responsibility in pet safety and having reasonable expectations are critical parts of a coyote hazing plan.
11. Coyotes are skittish by nature. Habituated behavior is learned and reinforced by human behavior. Coyotes as a rule DO NOT act aggressively towards aggressive people. The one exception is a sick or injured animal. Engaging a sick or injured animal can result in unpredictable behavior. If this is suspected, people should not engage and remove themselves from the situation, then immediately contact El Segundo Police Department Dispatch at 310-524-2760.

12. Individuals involved in hazing need to be trained in explaining hazing to residents who witness the process. They also need to explain the difference between hazing and harassment of wildlife and goals of appropriate behavior for coexistence.

Training Program
Because coexisting with wildlife involves the community, initiating the hazing training programs and hazing activities by volunteers must be supervised by experts. Without this support, the programs will ultimately fail. Information should include basic training on background, coyote ecology information, and overview of hazing, examples of techniques. Materials should be provided such as handouts, contact information and resources when questions, comments and concerns come up relating to coyotes.

Volunteers need to learn about coyote behavior and be aware of realistic expectations, understanding normal versus abnormal coyote behavior and having a consistent response to residents’ concerns and comments.

Behavioral change and hazing includes the following:

a) Pet owners need to protect pets. Off-leash and unattended dogs and unattended outside cats attract coyotes (as well as pet food).

b) Residents need to learn hazing effectiveness and techniques. A hazing program must be instituted and maintained on a regular basis.

c) Hazing needs to be active for a sustained period of time to achieve the desired change for the highest possible long-term success.

d) Hazing requires monitoring to assess its effectiveness and to determine if further action or more aggressive hazing is needed.

Public Hazing Training
Hazing requires by necessity community involvement, understanding, and support. Residents are best equipped to respond consistently and at the most opportune times in their own neighborhoods, parks and open spaces.

1. Locations of trainings offered shall be based on data accumulated from public on coyote activity in specific neighborhoods, parks or open space or proactively when requested by neighborhood community or volunteer groups.

2. Trainings are free to the public.

3. Topics to be covered include but are not limited to:
   a) basic coyote information
b) discussion on why coyotes are in the City  
c) normal and abnormal coyote behavior  
d) seasonal behavior changes-breeding season, pups, denning behavior  
e) reality of dangers towards people vs. danger towards pets  
f) children and coyotes  
g) how human behavior influences coyote behavior  
h) attractants  
i) tips on deterring animals from entering private property  
j) appropriate response when encountering a coyote  
k) what is hazing, goals, how to engage  
l) appropriate hazing techniques and tools  
m) pet safety tips  

4. Updates, additional coyote information, electronic flyers and handouts distributed to participants. Information is encouraged to be passed on to others.  
5. Participants shall be notified of “hot spots” and asked to haze in the area.  
6. Ask for feedback on hazing training and use of hazing techniques.  
7. Participants shall email detailed accounts of encounters and hazing (Hazing interaction reports, to volunteer hazers for evaluation of program, progress, successful tools and techniques being used, techniques and tools needed.  
   a) Date, location, time of day, number of coyotes  
   b) Initial coyote behavior, hazing behavior, coyote response  
   c) Effectiveness ratings  
   d) Tools and techniques used  
   e) Additional details/comments
The act of feeding wildlife is known to lead to an increase in wildlife activity. Feeding can attract coyotes and their prey to an area leading to an increased likelihood of creating a habituated coyote(s) resulting in increases in coyote and human interactions. California law prohibits feeding wildlife. The El Segundo Police Department will strictly enforce the State law(s) pertaining to this activity.

CALIFORNIA CODE OF REGULATIONS TITLE 14
§251.1. Harassment of Animals.
Except as otherwise authorized in these regulations or in the Fish & Game Code, no person shall harass, herd or drive any game or nongame bird or mammal or furbearing mammal. For the purposes of this section, harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding or sheltering.

LOS ANGELES COUNTY CODE TITLE 10
§10.84.010. Providing Food for Certain Rodents or Predator Animals Prohibited.
A. Except as otherwise provided for herein, no person shall feed or in any manner provide food to a nondomesticated rodent or a nondomesticated mammalian predator.
B. For purposes of this chapter:
1. “Rodent” includes ground squirrels;
2. “Mammalian predators” includes coyote, raccoon, fox and opossum.
Response Plan

A detailed tiered response plan has been developed to provide a mechanism for identifying and classifying different levels of human and coyote interactions. Definitions of coyote encounters are provided in Appendix A and Appendix B, detailing coyote behavior, behavior classification and recommended responses.

The El Segundo Police Department’s Animal Control will respond to calls which involve a sick or injured coyote(s) or if there is a public safety issue, such as a coyote(s) threatening people or resting in an area frequented by people, such as a yard, park, playground, school, etc.

If a human is attacked and physically injured by a coyote, the El Segundo Police Department will work with the California Department of Fish and Wildlife, which will be the lead investigating agency, to thoroughly investigate the incident, identify and lethally remove the responsible coyote(s). Lethal removal will also be considered as a last resort if there is a public safety issue (such as a coyote(s) threatening people or resting in an area frequented by people, such as a yard, park, playground, school, etc.) only after a thorough investigation and identification of the offending coyote(s).

Threat Level Tiered Response

**Level Green**: Behavior - A coyote is seen or heard in an area. Sighting may be during the day or night. Coyote may be seen moving through the area. Response - Education and hazing needed.

**Level Yellow**: Behavior - A coyote appears to frequently associate with humans or human related food sources, and exhibits little wariness of human presence. Coyote is seen during the day resting or continuously moving through an area frequented by people. Response - Education and aggressive hazing needed, volunteer hazing team created.

**Level Orange**: Behavior - A coyote is involved in an incident(s) where there is an attended domestic animal loss. Several level orange incidents in the same general area may indicate the presence of a habituated coyote(s). Response - Education and aggressive hazing needed, volunteer hazing team created, and public awareness of incident(s) and circumstances discussed. If multiple level orange incidents have occurred in the same vicinity within a short amount of time, lethal removal may be recommended.

**Level Red**: Behavior - A coyote that has been involved in an investigated and documented provoked or unprovoked close encounter or attack on humans. Response – El Segundo staff may work to lethally remove the responsible coyote(s) after a thorough investigation of the incident(s).
Incident Defined

An incident is described as a conflict between a human and a coyote where the coyote exhibits the following behavior: coyote approaches a human and growls, bares teeth, or lunges; injures or kills an escorted/on-leash pet. This includes attended pet loss, but not human injury. When human injury occurs, it is defined as an “attack.” The California Department of Fish and Game will investigate the incident if a human is physically injured.

Circumstances Determine the Response

If an attack is unprovoked indicating a continued threat to human safety, El Segundo Police Animal Control will determine a course of action, potentially including a permit for trapping. El Segundo Animal Control will not engage in any attempts of general culling. Only specific animals will be targeted.

In a provoked attack, El Segundo Police Animal Control will determine if circumstances indicate a continued threat to human safety. El Segundo Animal Control will determine initial response which may range from targeted education up to lethal removal of the involved animal.

Continued response will depend on specific details of the attack. The level of threat to human safety will determine if continued action is needed. Continued activity may include increased educational materials such as flyers, mailers or press releases, public meetings, and/or potentially applying for a trapping permit.

If leg hold traps or snares are determined to be necessary, El Segundo Police will coordinate with the California Department of Fish and Wildlife on location, duration and details of trapping attempts.

Trapping will not extend beyond one month. While the use of live traps is legal, they are proven to be ineffective at capturing a targeted coyote and generally will not be considered. Leg hold traps or snares will be used only as a last resort.

If there is immediate danger that requires shooting, El Segundo Police Animal Control will support and coordinate with the El Segundo Police Department first responders. No private individual will be authorized to discharge a firearm within the City of El Segundo.

If a coyote is lethally removed, El Segundo Police Animal Control will evaluate and determine what educational measures and hazing techniques need to be modified in order to decrease any reoccurrence.
Appendix A

Definitions of Encounters with Coyotes

**Active coexistence:** Humans and coyotes exist together. Communities decide on community space, such as open spaces, where coyotes are appropriate and do not haze, feed, or interact with them in these areas. Humans take an active role in keeping coyotes wild by learning about coyote ecology and behavior, removing attractants, taking responsibility for pet safety, and hazing coyotes in neighborhood or community spaces (except for predetermined coyote appropriate areas).

**Attack:** – A human is injured or killed by a coyote.

- **Provoked** - A human-provoked attack or incident where the human involved encourages the coyote to engage. Examples include dog off-leash in an on-leash area; dog on leash longer than 6’ in length, or a human intentionally approaches or feeds the coyote.
- **Unprovoked** - An unprovoked attack or incident where the human involved does not encourage the coyote to engage.

**Pet Attack:**

- **Attended animal loss or injury** - When a person is within 6’ of the pet and the pet is on leash and is attacked and injured by a coyote.
- **Domestic animal loss or injury** - A coyote injures or kills a pet. Also includes “depredation” - predation on domestic pets. Unattended animal loss or injury is normal behavior for a coyote.

**Suspected Pet Attack:** A coyote is an opportunistic feeder and may feed on animals, especially cats that were previously killed by cars or other means. The remains may be found and indicate that the animal was attacked by a coyote. In cases where Animal Control Officers respond to these calls, without knowledge of an actual attack, the incident will be recorded as a suspected attack.

**Encounter:** An unexpected, direct meeting between a human and a coyote that is without incident.

**Feeding:**

- **Intentional feeding** - A resident or business actively and intentionally feeds coyotes including intentionally providing food for animals in the coyote food chain.
- **Unintentional feeding** - A resident or business is unintentionally providing access to food. Examples such as accessible compost, fallen fruit from trees, left open sheds and doors, pet food left outdoors, among others.
- **Unintentional feeding – bird feeders:** A resident or business with bird feeders that may provide food for coyotes, e.g. birds, bird food, rodents, squirrels. Bird feeders must be kept high enough from the ground so a coyote is unable to reach the feeding animals. The area under the bird feeder must be kept clean and free of residual bird food.
**Hazing:** Training method that employs immediate use of deterrents to move an animal out of an area or discourage an undesirable behavior or activity. Hazing techniques include loud noises, spraying water, bright lights, throwing objects, shouting. Hazing can help maintain a coyote’s fear of humans and deter them from neighborhood spaces such as backyards and play spaces. Hazing does not damage animals, humans or property.

**Threat Incident:** A conflict between a human and a coyote where the coyote exhibits the following behavior: approaches a human and growls, bares teeth, or lunges; injures or kills an attended domestic animal. A human is not injured.

**Stalking Incident:** A conflict between a human and a coyote where the coyote exhibits the following behavior: follows a person with or without an attended pet on leash. A human is not injured.

**Observation:** The act of noticing or taking note of tracks, scat or vocalizations.

**Sighting:** A visual observation of a coyote(s). A sighting may occur at any time of the day or night.

**Unsecured Trash:** - Trash that is accessible to wildlife, e.g. individual garbage cans, bags or uncovered or open dumpsters or trash cans over-flowing or where scattered trash is outside the receptacle.
# Appendix B

## Coyote Behavior, Behavior Classification and Recommended Response

<table>
<thead>
<tr>
<th>Coyote Action</th>
<th>Classification</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coyote heard</td>
<td>Observation</td>
<td>Provide educational materials and info on normal coyote behavior</td>
</tr>
<tr>
<td>Coyote seen moving in area</td>
<td>Sighting</td>
<td>Provide education materials and info on normal coyote behavior</td>
</tr>
<tr>
<td>Coyote seen resting in area</td>
<td>Sighting</td>
<td>Educate on hazing techniques, what to do tips</td>
</tr>
<tr>
<td>Coyote seen resting in area with people present</td>
<td>Sighting</td>
<td>If area frequented by people, educate on normal behavior and haze to</td>
</tr>
<tr>
<td></td>
<td>Level Green</td>
<td>encourage animal to leave. Look for and eliminate attractants.</td>
</tr>
<tr>
<td>Coyote entering a yard without pets</td>
<td>Sighting</td>
<td>Educate on coyote attractants, yard audit, provide hazing info</td>
</tr>
<tr>
<td>Coyote entering a yard with pets</td>
<td>Encounter</td>
<td>Educate on coyote attractants, yard audit, hazing info, pet safety</td>
</tr>
<tr>
<td>Coyote entering yard and injuring or killing pet w/o people present</td>
<td>Pet Attack</td>
<td>Develop hazing team in area, gather info on specific animals involved,</td>
</tr>
<tr>
<td></td>
<td>Level Orange</td>
<td>report on circumstances, educate on coyote attractants, yard and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>neighborhood audits, pet safety</td>
</tr>
<tr>
<td>Coyote biting or injuring unattended pet/pet on leash longer than 6'</td>
<td>Pet Attack</td>
<td>Gather info on specific animals involved, report circumstances, educate</td>
</tr>
<tr>
<td></td>
<td>Level Orange</td>
<td>on coyote attractants, yard/neighborhood audits, hazing, pet safety</td>
</tr>
<tr>
<td>Coyote following or approaching a person w/o pet (Stalking)</td>
<td>Encounter</td>
<td>Educate on hazing techniques and what to do tips. Lethal removal will be</td>
</tr>
<tr>
<td></td>
<td>Level Red</td>
<td>considered</td>
</tr>
<tr>
<td>Coyote following or approaching a person &amp; pet (Stalking)</td>
<td>Sighting</td>
<td>Educate on hazing techniques and what to do tips and pet safety. Lethal</td>
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<tr>
<td></td>
<td>Encounter</td>
<td>removal will be considered</td>
</tr>
<tr>
<td></td>
<td>Level Red</td>
<td></td>
</tr>
<tr>
<td>Coyote entering yard or home with people &amp; pets, no injury occurring</td>
<td>Encounter</td>
<td>Gather info on specific animals involved, document circumstances,</td>
</tr>
<tr>
<td></td>
<td>Level Red</td>
<td>educate on coyote attractants, yard/neighborhood audits, hazing, pet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>safety. Lethal removal will be considered</td>
</tr>
<tr>
<td>Coyote biting or injuring attended pet / pet on leash 6' or less</td>
<td>Pet Attack</td>
<td>Gather info on specific animals involved, document circumstances,</td>
</tr>
<tr>
<td></td>
<td>Level Red</td>
<td>educate on coyote attractants, yard/neighborhood audits, hazing, pet</td>
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<tr>
<td></td>
<td></td>
<td>safety. Lethal removal will be considered</td>
</tr>
<tr>
<td>Coyote aggressive, showing teeth, back fur raised, hunching, nipping w/o contact</td>
<td>Threat</td>
<td>Gather info on specific animals involved, report circumstances, educate</td>
</tr>
<tr>
<td></td>
<td>Level Red</td>
<td>on coyote attractants, yard/neighborhood audits, aggressive hazing, pet</td>
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<tr>
<td></td>
<td></td>
<td>safety. Lethal removal recommended</td>
</tr>
<tr>
<td>Coyote biting or injuring person</td>
<td>Attack</td>
<td>Identify and gather information on specific animal involved, report</td>
</tr>
<tr>
<td></td>
<td>Level Red</td>
<td>circumstances, educate on coyote attractants, yard/neighborhood audits,</td>
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<td>hazing, and pet safety. City staff will inform the California Department</td>
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<tr>
<td></td>
<td></td>
<td>of Fish and Game. Lethal removal recommended</td>
</tr>
</tbody>
</table>

19
Appendix C

Overview of Hazing

Human behavior can shape animal behavior, in either a negative or positive manner. People living in close proximity to coyotes can remove coyote attractants, identify potentially dangerous situations for their pets and themselves, and respond in a manner designed to change coyote behavior.

**Hazing is a process** whereby individuals and volunteers respond in like manner to make a coyote uncomfortable and choose to leave a situation where their presence is unwanted.

**Basic hazing** consists of standing your ground, never ignoring or turning your back to a coyote(s), yelling and making unpleasant and frightening noises until the animal(s) choose to leave.

**More aggressive hazing** consists of approaching an animal quickly and aggressively, throwing projectiles, spraying with a hose or water gun, or creating fear of contact so the animal leaves the situation. For more options see Appendix C on hazing.

**Hazing must continue once it begins until the animal leaves**, otherwise, the coyote will learn to “wait” until the person gives up. Not following through with hazing will create an animal more resistant to hazing instead of reinforcing the image that “people are scary.”

**Hazing should never injure the animal.** An injured animal becomes less predictable versus a normal, healthy one who responds in a consistent and predictable manner to hazing.

**Hazing should be conducted in a manner that allows the coyote to return to its normal habitat** in a direction that would minimize harm to the animal. Hazing the animal in the direction of other houses and busy streets should be avoided.

**Hazing uses a variety of different hazing tools.** This is critical as coyotes get used to individual items and sounds.

- Noisemaker: Voice, whistles, air horns, bells, “shaker” cans, pots, pie pans
- Projectiles: sticks, small rocks, cans, tennis balls, rubber balls
- Deterrents: hoses, spray bottles with vinegar, pepper spray, bear repellant, walking sticks

A common concern with hazing involves potential danger to the hazer. A coyote’s basic nature is very skittish and the nature of the species is what makes this technique successful. A normal, healthy coyote will not escalate a situation with an aggressive person. Hazing is NOT successful with every species of wild animal because different types of animals have different traits.
# Appendix D

## Coyote Yard Audit Checklist

(For homeowner use) | OK | FIX | WAYS TO MITIGATE
--- | --- | --- | ---
**FOOD** | | | NEVER hand-feed or intentionally feed a coyote!
  Pet Food | | | Never feed pets outdoors; store all pet food securely indoors.
  Water Sources | | | Remove water attractants (such as pet water bowls) in dry climates.
  Bird Feeders | | | Remove bird feeders or clean fallen seed to reduce the presence of small mammals that coyotes prefer to eat.
  Fallen Fruit | | | Clean up fallen fruit around trees.
  Compost | | | Do not include meat or dairy among compost contents unless fully enclosed.
  BBQ Grills | | | Clean up food around barbeque grills after each use.
  Trash | | | Secure all trash containers with locking lids and place curbside the morning of trash pickup. Periodically clean cans to reduce residual odors.
**LANDSCAPING** | | | Trim vegetation to reduce hiding places and potential denning sites.
  Structures/ Outbuildings | | | Restrict access under decks and sheds, around woodpiles, or any other structure that can provide cover or denning sites for coyotes or their prey.
**FENCING** | | | Enclose property with a 6-foot fence with an additional extension or roller-top) to deter coyotes. Ensure that there are no gaps and that the bottom of the fence extends underground 6 inches or is fitted with a mesh apron to deter coyotes from digging underneath. *Must comply with El Segundo Municipal Codes*
**PETS** | | | Never leave pets unattended outside.
  | | | Never allow pets to “play” with coyotes.
  | | | Fully enclose outdoor pet kennels.
  | | | Walk pets on a leash no longer than 6 feet in length.

We encourage you to take steps to eliminate attractants on your property in order to minimize conflicts with coyotes. We also urge you to share this information with friends and neighbors because minimizing conflicts is most effective when the entire neighborhood works together.
AGENDA DESCRIPTION:
Consideration and possible action regarding the acceptance of grant funding from the U.S. Department of Homeland Security, through the Office of Grants and Training, under Fiscal Year 2015 State Homeland Security Grant Program (SHSGP) to procure necessary Urban Search and Rescue (USAR) equipment. (Fiscal Impact: $3,440)

RECOMMENDED COUNCIL ACTION:
1. Authorize the acceptance of $3,440 in grant funds from the SHSGP 2015 grant program.
2. Authorize the City Manager to sign an Agreement with the County of Los Angeles who will serve as the grant administrator for the grant;
3. Alternately, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Sub-recipient Agreement.

FISCAL IMPACT: None
Amount Budgeted: $3,440
Additional Appropriation: N/A
Account Number(s): 124-300-3202-3766 (SHSGP)
124-400-3785-8104 (Equipment)

STRATEGIC PLAN:
Goal: 2 Support Community Safety and Preparedness
Objective: 1 The City is prepared to respond appropriately when called upon with positive outcomes.

ORIGINATED BY: Carol Lynn Anderson, Senior Management Analyst
REVIEWED BY: Christopher Donovan, Fire Chief
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The City of El Segundo has been allocated $3,440 in State Homeland Security Grant Program (SHSGP) funding, which is passed to the local area through Los Angeles County via a Sub-Recipient agreement. Funding was carved out for the City of El Segundo to provide federal funding to cover expenses associated with Urban Search and Rescue (USAR) equipment.
In accordance with the City Council Policy regarding grant submissions:
1. The grant award is made by the U.S. Department of Homeland Security, through the Office of Grants and Training. The grant is administered by the County of Los Angeles.
2. The total amount being requested is: $3,440
3. Matching Funds Cost-Share: N/A
4. Source of Matching Funds Cost Share: N/A
5. The grant does not provide up-front funding. Municipalities submit reimbursement requests to the grant administrator after expenditures are made and processed for payment. Approved requests are reimbursed by the County of Los Angeles.
November 30, 2016

Christopher Donovan, Fire Chief
El Segundo Fire Department
314 Main Street
El Segundo, CA 90245

Dear Chief Donovan:

2015 STATE HOMELAND SECURITY PROGRAM
SUBRECIPIENT AGREEMENT

The County of Los Angeles Board of Supervisors has accepted the 2015 State Homeland Security Program (SHSP) for the Los Angeles County Operational Area, and received the requisite State approvals to proceed with the allocation of funds to program participants. In order to facilitate this effort, the County of Los Angeles requires a formal Subrecipient Agreement (SA) with your City, El Segundo, which outlines the requirements of the grant and provides the guidelines to follow for SHSP reimbursement of eligible expenses.

Enclosed please find two copies of the (SA) between the City of El Segundo and the County of Los Angeles. Each copy of the SA requires original signatures (in blue ink), with complete contact information listed in Section 1, Paragraph 102.A.2 and signed Exhibit pages A, B, C and D by the appropriate staff of your city. Details of your 2015 approved project(s) can be found under Exhibit E. Please return both signed agreements to:

Chief Executive Office
Attn: Craig Hirakawa / Sandra Carrera
Homeland Security Grant Administration
500 West Temple Street, Room 785
Los Angeles, CA 90012

"To Enrich Lives Through Effective And Caring Service"
Our office will obtain the required County signatures and return a fully executed original of the SA to you. Please be aware that any sole source, aircraft, watercraft, and/or environmental clearances must be approved by the State prior to your jurisdiction incurring any costs related to the item(s) requiring such clearances.

If you have any questions, your staff may contact Mr. Hirakawa at (213) 974-1127 or by email at chirakawa@ceo.lacounty.gov.

Sincerely,

SACHI A. HAMAI
Chief Executive Officer

Alvia Shaw
Interim Director

AS:CH:sc

Enclosures

c: Greg Carpenter, City Manager, City of El Segundo (w/o enclosure)
State Homeland Security Program
Subrecipient Agreement
Grant Year 2015

Between the
County of Los Angeles

and the
City of El Segundo
SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF EL SEGUNDO

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of El Segundo, a public agency (the "Subrecipient").

WITNESSETH

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Catalog of Federal Domestic Assistance (CFDA) 97.067 – Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2015 SHSP, FAIN #EMS-2015-SS-0078, Federal Award date July 28, 2015; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles (DUNS #052238763) as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2015 SHSP grant from Cal OES in the total amount of $10,302,291; and

WHEREAS, the CEO now wishes to distribute 2015 SHSP grant funds to the Subrecipient in the amount of $3,440, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on December 8, 2015 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:
SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and

B. City of El Segundo, a public agency, having its principal office at 350 Main Street, El Segundo, CA 90245.

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:

1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

   Alvia Shaw, Interim Director
   Chief Executive Office, Los Angeles County (LAC)
   500 West Temple Street, Room 785
   Los Angeles, CA 90012
   Phone: (213) 974-7315
   Fax: (213) 687-3765
   ashaw@ceo.lacounty.gov

   With a copy to:
   Craig Hirakawa, Grants Manager
   Chief Executive Office, LAC
   500 West Temple Street, Room 785
   Los Angeles, CA 90012
   Phone: (213) 974-1127
   Fax: (213) 687-3765
   chirakawa@ceo.lacounty.gov

[Remainder of this page intentionally left blank]
2. The representative of Subrecipient is:

<table>
<thead>
<tr>
<th>Name and Title:</th>
<th>Greg Carpenter, City Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization/DUNS #</td>
<td>077–264679</td>
</tr>
<tr>
<td>Address:</td>
<td>350 Main Street</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>El Segundo, CA 90245</td>
</tr>
<tr>
<td>Phone:</td>
<td>310-524-2301</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:gcarpenter@elsegundo.org">gcarpenter@elsegundo.org</a></td>
</tr>
</tbody>
</table>

With a copy to:

<table>
<thead>
<tr>
<th>Name and Title:</th>
<th>Carol Lynn Anderson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization</td>
<td>Sr. Management Analyst</td>
</tr>
<tr>
<td></td>
<td>City of El Segundo</td>
</tr>
<tr>
<td></td>
<td>Fire Department</td>
</tr>
<tr>
<td>Address:</td>
<td>314 Main Street</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>El Segundo, CA 90245</td>
</tr>
<tr>
<td>Phone:</td>
<td>310-524-2235</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:canderson@elsegundo.org">canderson@elsegundo.org</a></td>
</tr>
</tbody>
</table>

B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

A. Certifications and Disclosures Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.

B. Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.

C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.

D. Certification of Grant Assurances – Non-Construction Programs, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2015 to March 31, 2018, unless the County of Los Angeles, with Cal OES approval,
provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter “Budget,” for the 2015 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

C. Subrecipient must review the Federal Debarment Listing at https://www.sam.gov/portal/SAM/#1 prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.

D. Prior to the purchase of equipment or services utilizing a sole source contract of $150,000 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.

E. Subrecipient must provide any reports requested by the County of Los Angeles to the CEO indicating Subrecipient’s performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the 15th of the following month. Subrecipient must submit claims for reimbursement in a timely manner.
F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by 2 CFR Part 200, to CEO no later than March 31\textsuperscript{st} of the year following the reporting period.

G. Subrecipient will be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring will include, at a minimum, one on-site visit during the term of this Agreement.

H. Subrecipient must provide a Corrective Action Plan to CEO within 30 days of any audit finding.

I. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at https://www.fema.gov/zh-hans/media-library/assets/documents/101566 and the Funding Guidelines of the 2015 SHSP, Funding Opportunity Announcement, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the 2015 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;

3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

J. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, “Equipment” is defined as tangible nonexpendable property, having a useful life of more than one year which costs $5,000 or more per unit. Items costing less than $5,000, but acquired under the “Equipment” category of the Grant must also be listed on any required Equipment Listing.

1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer
needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.

3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.

5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Listing to the CEO, in the frequency as above.

K. Any planning paid pursuant to this Agreement must conform to the guidelines as listed in 2015 SHSP, Funding Opportunity Announcement or subsequent grant year programs.

L. Any training paid pursuant to this Agreement must conform to the guidelines as listed in 2015 SHSP, Funding Opportunity Announcement, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at https://www.firstrespondertraining.gov/catalog.do?a=federal.

M. Any exercise paid pursuant to this Agreement must conform to the guidelines as listed in 2015 SHSP, Funding Opportunity Announcement. Detailed Homeland
Security Exercise and Evaluation Program Guidance is available at https://hseep.preptoolkit.org/.

N. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.

O. Any organization activities paid pursuant to this Agreement must conform to the guidelines as listed in 2015 SHSP, Funding Opportunity Announcement.

P. Any personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in 2015 SHSP, Funding Opportunity Announcement.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of $3,440 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2015 SHSP Grant Award Letter from Cal OES.

B. Subrecipient must submit reimbursement requests to the County of Los Angeles Auditor-Controller Shared Services Division requesting payment as soon as expenses are incurred and paid, and the required supporting documentation is available. Said timeframe should be within ten (10) business days of Subrecipient’s payment to vendors and/or prescribed due dates by CEO and/or Cal OES. Each reimbursement request must be accompanied by the Reimbursement Form (attached hereto as Exhibit G). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, purchase orders, invoices, report of goods received, and proof of payment.

For training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES tracking number has been assigned to the course, and timesheets and payroll registers for all training attendees.
For exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For planning reimbursements, Subrecipient must include a copy of the final tangible product as a result of the planning project.

C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.

E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.

F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.
§402. Applicable Law, Interpretation and Enforcement

Each party’s performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

[Remainder of this page intentionally left blank]
§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).


Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of
the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administering, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq, if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" means:
   a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

[Remainder of this page intentionally left blank]
b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The Subrecipient may not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.

E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).
§411. Statutes and Regulations Applicable To All Grant Contracts

A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.
Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. **Records Inspection**

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. **Records Maintenance**

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. **Subcontracts and Procurement**

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.
Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public
Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. **Environmental**

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation’s waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency’s (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.
13. **Drug-Free Workplace**

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. **Lobbying Activities**

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. **Miscellaneous**

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

**B. Statutes and Regulations Applicable To This Particular Grant Agreement**

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program.

Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in
State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient’s reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient’s total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient’s administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient’s reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2015 Funding Opportunity Announcement and in the “Grant Assurances”, attached hereto as Exhibit D. By signing these Grant Assurances and accepting the Funding Opportunity Announcement, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. Subrecipient will be liable to the Grantor for any funds the State determines that Subrecipient used in violation of these Grant Assurances. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any
sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.
C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

[Remainder of this page intentionally left blank]
§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient’s contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient’s contractors and sub-contractors.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

[Remainder of this page intentionally left blank]
SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes (25) pages and (7) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]
IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY ___________________________ ___________________________
SACHI A. HAMAI Date
Chief Executive Officer

BY ___________________________ ___________________________
LORI GLASGOW Date
Executive Officer, Board of Supervisors

BY ___________________________ ___________________________
JOHN NAIMO
Auditor-Controller

APPROVED AS TO FORM

MARY C. WICKHAM
County Counsel

BY ___________________________
Senior Deputy County Counsel

BY ___________________________ ___________________________
Greg Carpenter, City Mgr. Date
City Representative/Title (Signature) (Print Name)

APPROVED AS TO FORM

BY ___________________________ ___________________________
City Attorney (Signature) Date
(Print Name)

ATTEST

BY ___________________________ ___________________________
Tracy Weaver Date
City Clerk (Signature) (Print Name)
<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Certification and Disclosures Regarding Lobbying</td>
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<tr>
<td>B</td>
<td>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions</td>
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<td>C</td>
<td>Certification Regarding Drug-Free Workplace</td>
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<td>D</td>
<td>Certification of Grant Assurances</td>
</tr>
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<td>E</td>
<td>Final Grant Award Letter and Worksheet</td>
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<tr>
<td>F</td>
<td>Funding Guidelines</td>
</tr>
<tr>
<td>G</td>
<td>Reimbursement Form and Instructions</td>
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</tbody>
</table>
DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:  
   a. contract  
   b. grant  
   c. cooperative agreement  
   d. loan  
   e. loan guarantee  
   f. loan insurance

2. Status of Federal Action:  
   a. bid/offer/application  
   b. initial award  
   c. post-award

3. Report Type:  
   a. initial filing  
   b. material change  
   For Material Change Only:  
   Year _______ Quarter _______ date of last report _______

4. Name and Address of Reporting Entity:  
   City of El Segundo  
   350 Main Street, El Segundo, CA 90245
   [ ] Prime  [X] Subawardee
   Tier, if known: ________________________________
   Congressional District, if known: 4C

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  
   County of Los Angeles  
   500 W. Temple Street, Rm. 785  
   Los Angeles, CA 90012  
   Congressional District, if known: ______________

6. Federal Department/Agency:  
   Department of Homeland Security

8. Federal Action Number, if known: ________________________________

10. a. Name and Address of Lobbying Entity  
   (if individual, last name, first name, MI):  
   (attach Continuation Sheet(s) SF-LLL-A, if necessary)
   N/A

12. Form of Payment (check all that apply):  
   a. cash
   b. in-kind; specify:
   nature ___________ value ___________

13. Type of Payment (check all that apply):  
   a. retainer
   b. one-time fee
   c. commission
   d. contingent fee
   e. deferred
   f. other; specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:  
   (attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached:  
   [ ] Yes  [ ] No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Federal Use Only:

Disclosure of Lobbying Activities - Cal OES 2-232 (Revised 7/8/2013)

Signature:  
Name: Greg Carpenter  
Title: City Mgr.  
Telephone: 310-524-2301  
Date: ________________

Authorized for Local Reproduction  
Standard Form – LLL
DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET

Continuation of 10 a-b: additional sheets may be added if necessary
Reporting Entity:

Last Name ____________________________ First Name ____________________________ MI ______
Address ______________________________ City ____________________________ Zip ______

Last Name ____________________________ First Name ____________________________ MI ______
Address ______________________________ City ____________________________ Zip ______

Last Name ____________________________ First Name ____________________________ MI ______
Address ______________________________ City ____________________________ Zip ______

Continuation of 14: (additional sheets may be added if necessary)
Brief Description of Services and Payments indicated in Item 11:

Authorized for Local Reproduction
Standard Form – LLL-A

Disclosure of Lobbying Activities - Cal OES 2-232 (Revised 7/8/2013)
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Disclosure of Lobbying Activities - Cal OES 2-232 (Revised 7/8/2013)
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

City of El Segundo

CONTRACTOR/BORROWER/AGENCY

Greg Carpenter, City Manager

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE       DATE
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.


5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded form participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION
STD. 21

COMPANY/ORGANIZATION NAME:

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or subgrant:

   (a) Will receive a copy of the company's drug-free policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Greg Carpenter, City Manager

OFFICIAL'S NAME

Los Angeles

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECIPIENT SIGNATURE

City Manager

TITLE

FEDERAL I.D. NUMBER

Drug-Free Workplace Certification STD. 21 (Revised 7/2015)
STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, (Chapter 1170, Statutes of 1990), which established the City of El Segundo accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees [Section 8355(a) of the Government Code]. Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The City of El Segundo (your agency), an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. [Section 8355(b)(1)]

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees. [Section 8355(a)]

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee’s worksite, shall report the conviction to the granting and monitoring State agency upon conviction. [Section 8356(a)(1)(2)]

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. [Section 8355(b)(4)]

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the City of El Segundo (your agency) to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. [Section 8355(c)]
County of Los Angeles  
2015 Grant Assurances

As the duly authorized representative of the City of El Segundo (the "Applicant" or "Subrecipient"), I hereby certify that the Applicant has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) California Supplement to the NOFO; and
(d) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on http://www.whitehouse.gov/omb/.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are called out below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority
   The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board or authorized body agree:
   
   (a) To provide all matching funds required for said project and that any cash match will be appropriated as required.
   (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
   (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
   (d) That the official executing this agreement is, in fact, authorized to do so.

   This Proof of Authority must be maintained on file and readily available upon demand.

2. Period of Performance
   The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.
3. Lobbying and Political Activities
As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Finally, the Applicant agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor’s Office of Emergency Services (Cal OES) or the Federal awarding agency.

4. Debarment and Suspension
As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. The Applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in
connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to, the following:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;

(b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

(d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);

(e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

(f) Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;

(g) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(h) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

(j) EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
(k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
(l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California’s Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace
As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards
The Applicant will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000-15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
(d) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
(e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
(f) Protection of wetlands pursuant to EO 11990;
(g) Evaluation of flood hazards in floodplains in accordance with EO 11988;
(h) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
County of Los Angeles  
2015 Grant Assurances

(i) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
(j) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
(k) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

Finally, the Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to §13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of federal law relating to air or water pollution.

8. Audits
For subrecipients expending $750,000 or more in Federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records
In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest
The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management
The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability
The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at


13. Human Trafficking
The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

14. Labor Standards
The Applicant will comply with the following federal labor standards:

(b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. §201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

15. Worker's Compensation
The Applicant must comply with provisions which require every employer to be insured against liability for Worker's Compensation before commencing performance of the work of this Agreement, as per California Labor Code §3700.

16. Property-Related
If applicable to the type of project funded by this Federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Certifications Applicable Only to Federally-Funded Construction Projects
For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

18. Freedom of Information Act
The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. The Applicant should also consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

19. California Public Records Act
The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

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20. Personally Identifiable Information
Subrecipients collecting Personally Identifiable Information (PII) must have a publicly-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

21. Disposition of Equipment
When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security (DHS)/Federal Emergency Management Agency, Subrecipients must request instructions from the County of Los Angeles on proper disposition of equipment.

22. Reporting Accusations and Findings of Discrimination
If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the County of Los Angeles for reporting to Cal OES and the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

If any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion or familial status against the Subrecipient, or the Subrecipient settles a case or matter alleging such discrimination, Subrecipients must forward a copy of the complaint and findings to the County of Los Angeles for forwarding to Cal OES and the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

23. Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags
All Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

All Subrecipients must obtain DHS's approval prior to using DHS seal(s), Logos, crests or reproductions of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

24. Copyright
All Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).
25. Energy Policy and Conservation Act
All Subrecipients must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

All Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

27. Terrorist Financing E.O. 13224
All Subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the E.O. and laws.

28. USA Patriot Act of 2001
All Subrecipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

IMPORTANT
The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for the County of Los Angeles, Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

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The undersigned represents that he/she is authorized by the above named Applicant to enter into this agreement for and on behalf of the said Applicant. Applicant shall abide by all assurances and requirements set forth herein.

Applicant Name: City of El Segundo

Signature of Authorized Agent:

Printed Name of Authorized Agent: Greg Carpenter

Title: City Manager Date:

[Remainder of this page intentionally left blank]
September 25, 2015

Sachi A. Hamai, Interim CEO
Los Angeles County
CEO/CDAT
222 S. Hill Street, 2nd Floor
Los Angeles, CA 90012

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
FY 2015 Homeland Security Grant Program
Grant # 2015-0078  Cal OES ID# 037-00000
Subrecipient Performance Period: September 1, 2015, to May 31, 2018

Dear Ms. Hamai:

The California Governor’s Office of Emergency Services (Cal OES) approved your FY15 Homeland Security Grant Program (HSGP) award in the amount of $10,302,291. Once your completed application is received and approved, you may request reimbursement of eligible grant expenditures using the Cal OES Financial Management Forms Workbook available at www.caloes.ca.gov.

During the review process, a Cal OES Program Representative will examine and evaluate your FY15 HSGP grant application. Throughout the grant cycle, Cal OES will use performance milestones set in your HSGP application as indicators of performance and grant management capacity and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the subrecipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center projects, projects requiring EHP review, and sole source procurement requests require additional approvals from Cal OES. Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Subrecipients are also required to obtain a performance bond prior to the purchase of any equipment item over $250,000, including any aviation or watercraft financed with homeland security dollars. Performance bonds must be submitted to your Program Representative no later than the time of reimbursement.
Ms. Sachi Hamai  
September 25, 2015  
Page 2 of 2

Following acceptance of this award, you must enter your grant information into the Department of Homeland Security/FEMA Grants Reporting Tool (GRT) for the Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at https://www.reporting.odp.dhs.gov/. Your agency must prepare and submit the BSIR to Cal OES via the GRT semi-annually for the duration of the grant period or until you complete all activities and the grant is formally closed. You must also submit a copy of the performance reports to your Cal OES Program Representative. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 days of receipt and keep a copy for your files. For further assistance, please feel free to contact your Cal OES Program Representative or the Homeland Security Grants Unit at (916) 845-8186.

Sincerely,

MARK S. GHILARUDCCI  
Director

Ms. Sachi A. Hamai, Interim CEO  
Los Angeles County

Date  
10-8-15
Appendix C - Funding Guidelines

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

In general, recipients should consult with their Headquarters Program Analyst prior to making any investment that does not clearly meet the allowable expense criteria established by the NOFO. Funding guidelines established within this section support the five mission areas—Prevention, Protection, Mitigation, Response, and Recovery—and associated core capabilities within the Goal.

Allowable investments made in support of the HSGP priorities as well as other capability-enhancing projects must fall into the categories of planning, organization, exercises, training, or equipment.

Continuity of Operations
FEMA is designated as the Department of Homeland Security's lead agency for managing the nation's Continuity Program. To support this role, FEMA provides direction and guidance to assist in developing capabilities for continuing the Federal and state, territorial, Tribal, and local (STTL) government jurisdictions and private sector organizations' essential functions across a broad spectrum of emergencies.

National Security Presidential Directive 51, National Security Presidential Directive 20, the National Continuity Policy Implementation Plan (NCPIP), the Federal Continuity Directive 1 (FCD 1), and Continuity Guidance Circular 1 (CGC 1), and CGC 2 outline the following overarching continuity requirements for agencies and organizations and provide guidance, methodology, and checklists. For additional information on continuity programs, guidance, and directives, visit [http://www.fema.gov/guidance-directives](http://www.fema.gov/guidance-directives) and [http://www.fema.gov/continuity-operations](http://www.fema.gov/continuity-operations) or you may contact your Regional Continuity Manager.

Planning (SHSP and UASI only)
SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities and such as those associated with the development of the THIRA, SPR, continuity of operations plans and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in CPG 101 v 2.0.

Organization (SHSP and UASI Only)
Organizational activities include:

- Program management;
- Development of whole community partnerships, through groups such as Citizen Corp Councils;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives to address ideologically-inspired radicalization to violence in the homeland;
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event; and
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission. All SAAs are allowed to utilize up to 50 percent (50%) of their SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Requests for waivers to the personnel cap must be submitted by the authorized representative of the SAA (or recipient agency) to GPD in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity.

Organizational activities under SHSP and UASI include:

- **Intelligence analysts.** Per the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Pub. L. No. 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
  - Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
  - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

As identified in the priority entitled, Maturation and Enhancement of State and Major Urban Area Fusion Centers, all fusion center analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for State, Local, and Tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA.
and must be made available to the recipient’s respective Headquarters Program Analyst upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps in analytic capability identified during the fusion center’s annual assessment.

- **Overtime costs.** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with Federally requested participation in eligible fusion activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted. Under no circumstances should DHS/FEMA grant funding be used to pay for costs already supported by funding from another Federal source.

- **Operational overtime costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased security measures at critical infrastructure sites. SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
  - Backfill and overtime expenses for staffing state or Major Urban Area fusion centers;
  - Hiring of contracted security for critical infrastructure sites;
  - Participation in Regional Resiliency Assessment Program activities;
  - Public safety overtime;
  - Title 32 or state Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); and
  - Increased border security activities in coordination with CBP

SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator per the instructions in *[8379]*.

Note: States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations and up to a maximum of 50 percent (50%) of the state share of the UASI grant). Any UASI funds retained by the state must be used in direct support of the Urban Area. States must provide documentation to the UAWG and DHS/FEMA upon request demonstrating how any UASI funds retained by the state would directly support the Urban Area.
Equipment (SHSP and UASI)
The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the Authorized Equipment List (AEL). The AEL is available in PDF format at https://www.fema.gov/media-library/assets/documents/101566. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with state/city/local health departments who administer Federal funds from HHS for this purpose and with existing MMRS committees where available, in order to sustain their long term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, recipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Recipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year’s period of performance for HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

Training (SHSP and UASI)
Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have or access and functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation model of instructional design using the Course Development Tool.

Exercises (SHSP and UASI)
Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at https://www.fema.gov/exercise.

Maintenance and Sustainment (SHSP, UASI, and OPSG)
The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in FEMA Policy FP.205.
402-125-1 under all active and future grant awards, unless otherwise noted. With the exception of maintenance plans purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the period of performance of the specific grant funds used to purchase the plan or warranty.

Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in GPD’s IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Law Enforcement Terrorism Prevention Allowable Costs (SHSP and UASI)
Activities eligible for use of LETPA focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) and include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts;
- Coordination between fusion centers and other analytical and investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, and real-time crime analysis centers;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities;
- Implementation of the “If You See Something, Say Something™” campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations. Note: DHS/FEMA requires that the Office of Public Affairs be given the opportunity to review and approve any public awareness materials (e.g., videos, posters, tri-folds, etc.) developed using HSGP grant funds for the “If You See Something, Say Something™” campaign to ensure these materials are consistent with the Department’s messaging and strategy for the campaign and the initiative’s trademark;
- Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities that may be targeted by violent extremist radicalization; and the development and implementation of projects to partner with local communities to prevent radicalization to violence, in accordance with the Strategic

Appendix C—FY2015 HSGP Funding Guidelines
Implementation Plan (SIP) to the National Strategy on Empowering Local Partners to Prevent Violent Extremism in the United States; and

- Increase physical security, through law enforcement personnel and other protective measures by implementing preventive and protective measures at critical infrastructure site or at-risk nonprofit organizations.

**Critical Emergency Supplies (SHSP and UASI)**

In order to further DHS/FEMA’s mission, critical emergency supplies, such as shelf stable products, water, and basic medical supplies are an allowable expense under SHSP and UASI. Prior to the allocation of grant funds for stockpiling purposes, each state must have DHS/FEMA’s approval of a five-year viable inventory management plan which should include a distribution strategy and related sustainment costs if planned grant expenditure is over $100,000.

If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed by the recipient and monitored by FEMA GPD with the assistance of the FEMA Logistics Management Directorate (LMD). FEMA GPD will coordinate with LMD and the respective FEMA Region to provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. FEMA GPD and LMD will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the state’s inventory management plan.

States (through their Emergency Management Office) are strongly encouraged to consult with their respective FEMA Regional Logistics Chief regarding disaster logistics-related issues. States are further encouraged to share their DHS/FEMA approved plan with local jurisdictions and Tribes.

**Construction and Renovation (SHSP and UASI)**

Project construction using SHSP and UASI funds may not exceed the greater of $1,000,000 or 15 percent (15%) of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, recipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of Federal interest. Additionally, recipients are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, recipients and sub-recipients must submit evidence that the FCC’s Section 106 review process has been completed and submit all documentation resulting from that review to GPD using the guidelines in EHP Supplement prior to submitting materials for EHP review. Completed EHP review materials for construction and communication tower projects must be submitted as soon as possible to get approved by the end of the period of performance. EHP review materials should be sent to gpdehpinfo@fema.gov.

HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for

55

Appendix C—FY2015 HSGP Funding Guidelines
laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available from the following website


OPSG funds may not be used for any type of construction.

**Personnel (SHSP and UASI)**

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but are not limited to: training and exercise coordinators, program managers for activities directly associated with SHSP and UASI funded activities, intelligence analysts, and statewide interoperability coordinators (SWIC).

For further details, SAAs should refer to IB # 358, http://www.fema.gov/pdf/government/grant/bulletins/info358.pdf, or contact their Headquarters Program Analyst.

HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

The following are definitions as it relates to personnel costs:

- **Hiring.** State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable /DHSFEMA program activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-DHS/FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.

- **Overtime.** These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of DHS/FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.

- **Backfill-related Overtime.** Also called “Overtime as Backfill,” these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to DHS/FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.

- **Supplanting.** Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
Operational Packages (OPacks) (SHSP and UASI)
Applicants may elect to pursue operational package (OPack) funding, such as Canine Teams, Mobile Explosive Screening Teams, and Anti-Terrorism Teams, for new capabilities as well as to sustain existing OPacks. Applicants must commit to minimum training standards to be set by the Department for all Federally-funded security positions. Applicants must also ensure that the capabilities are able to be deployable, through EMAC, outside of their community to support regional and national efforts. When requesting new OPacks-related projects, applicants must demonstrate the need for developing a new capability at the expense of sustaining existing core capability.

Western Hemispheric Travel Initiative (SHSP)
In addition to the expenditures outlined above, SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant Tribal identification cards. More information on the WHTI may be found at [http://www.dhs.gov/files/programs/oej_2006933797777.shtm](http://www.dhs.gov/files/programs/oej_2006933797777.shtm) or [http://www.getyouhome.gov/html/eng_map.html](http://www.getyouhome.gov/html/eng_map.html).

Other Secure Identification Initiatives (SHSP)
SHSP funds may also be used to support the Department’s additional efforts to enhance secure identification, including driver’s license and identification security enhancements. Activities that facilitate secure identification, including IT enhancements for identification management and verification systems, are a priority. DHS/FEMA is currently developing and implementing a number of screening programs in which secure identification credentials figure prominently. These include the Transportation Worker Identification Credential (TWIC) program which promotes tamper-resistant biometric credentials for workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities, and all credentialed merchant mariners; and the credentialing of first responders which entails enhancing real-time electronic authentication of identity and attribute(s) (qualification, certification, authorization, and/or privilege) of emergency response/critical government personnel responding to terrorist attacks or other catastrophic events.

States may continue implementing activities previously funded through the Driver’s License Security Grant Program (DLSGP) that focus on securing driver’s license and identification card issuance processes. Initiatives related to securing identification should:

- Have the greatest impact upon reducing the issuance and use of fraudulent driver’s license and identification cards;
- Reduce the cost of program implementation for individuals, states, and the Federal government;
- Driver’s license identification material requirements;
- Expedite state progress toward meeting minimum security standards; and
- Plan and expedite state-specific activities to support Federal data and document verification requirements and standards.

Appendix C—FY2015 HSGP Funding Guidelines
Operations (OPSG)
The intent of OPSG is to focus on operational aspects of enhancing coordination between Federal, state, local, Tribal, and territorial law enforcement agencies to increase the security of the United States Borders.

- **Operational Overtime.** OPSG funds may be used for operational overtime costs associated with law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. At the request of a recipient, the FEMA Administrator may waive the 50 percent (50%) personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. A formal OPSG personnel waiver request should:
  - Be requested on official letterhead, include a written justification, and be signed by the local jurisdiction;
  - Include a budget and method of calculation of personnel costs both in percentage of the grant award and in total dollar amount;
  - Include an approved Operations Order from the USBP Sector office which supports the local jurisdiction's written justification; and
  - Be coordinated with the USBP Sector, SAA, and OBP.

- **Part Time Personnel.** OPSG funds may be used to pay additional current part time law enforcement personnel salaries in order to bring them to temporary full time status.

- **Travel, Per Diem, and Lodging.** Travel and per diem include costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, costs to support up to six month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities (travel costs must be in accordance with applicable travel regulations).

- **Vehicle and Equipment Rentals.**

- **Vehicle/Equipment Maintenance.**

- **Fuel Cost and/or Mileage Reimbursement.** There is no cap for reimbursement of operational activities.

- **Activate Reserve State, local, Tribal, and territorial law enforcement personnel.**

Supporting a request to the Governor to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement to increase or augment specialized/technical law enforcement elements operational activities.

- **Backfill.** Costs associated with backfill for personnel supporting operational activities.

- **Law Enforcement Readiness.** Use of OPSG funds may be used to increase operational, material, and technological readiness of state, local, Tribal, and territorial law enforcement agencies.

Unallowable Costs (OPSG)
OPSG unallowable costs include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and Federal law enforcement agencies.

Appendix C—FY2015 HSGP Funding Guidelines
Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to IB 358 or contact their Headquarters Program Analyst at (800) 368-6498 for guidance and clarification.

Due to the nature of OPSG, training and exercise expenses are not allowable costs under OPSG.

**Unallowable Costs (SHSP, UASI and OPSG)**
Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP funds.

**Additional Planning Information**
FEMA’s National Preparedness Directorate (NPD) offers technical assistance (TA) that is designed to provide recipients and sub-recipients with specialized expertise to improve their emergency plans and planning. TA deliveries are designed specifically to improve and enhance the continuing development of state and local emergency management across the five mission areas of the National Preparedness Goal and across all core capabilities. TA provides the opportunity to engage emergency managers, emergency planners, and appropriate decision-makers in open discussion of options to improve plans and planning in light of their jurisdiction’s needs. There is no cost to approved jurisdictions for DHS/FEMA TA.

TA deliveries combine current emergency management best practices with practical consideration of emerging trends, through discussion facilitated by DHS/FEMA contract specialists and with the support of FEMA Region operational specialists. While the invitation of participants is up to the requesting jurisdiction, DHS/FEMA encourages requesting jurisdictions to include the broadest practical range of its emergency managers and planners in all TA deliveries. TA deliveries should be made open to neighboring jurisdictions. As necessary, DHS/FEMA may also invite other Federal experts and practitioners to participate. Additionally, peer-to-peer representation may also be included from other jurisdictions that have recently used TA for the same planning issue.

The TA catalog, showing the full range of TA available across all five mission areas and by all providers, and the TA request form can be accessed at http://www.fema.gov/national-incident-management-system/fema-technical-assistance-division.

**Additional Training Information**
Per DHS/FEMA Grant Programs Directorate Policy *FP 207-008-064-1, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on September 9, 2013, states, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction’s Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses.

DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses
are outside the scope of this guidance, recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the NTED Responder Training Development Center (RTDC) website.

**DHS/FEMA Provided Training.** These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division’s (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

*Approved State and Federal Sponsored Course Catalogue.* This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at [http://www.firstrespondertraining.gov](http://www.firstrespondertraining.gov).

**Training Not Provided by DHS/FEMA.** These trainings includes courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or DHS/FEMA and are sponsored by the SAA or their designated TPOC.

- **Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, states, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other Federal and state training can be found at [http://www.firstrespondertraining.gov](http://www.firstrespondertraining.gov).

**Training Information Reporting System ("Web-Forms").** Web-Forms are an electronic form/data management system built to assist the SAA and its designated state, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2015 HSGP; however, the system remains available and can be accessed through the DHS/FEMA Toolkit located at [http://www.firstrespondertraining.gov/admin](http://www.firstrespondertraining.gov/admin) in order to support recipients in their own tracking of training.
Additional Exercise Information
Recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. Recipients are encouraged to invite representatives/planners involved with other Federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the state/Urban Area’s THIRA and SPR. The scenarios used in HSGP-funded exercises must focus on validating capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year TEP.

- **Special Event Planning.** If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year TEP. The state or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.

- **Regional Exercises.** States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year TEP.

- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies.

Unauthorized Exercise Costs
Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging signs).
EXHIBIT G

HOMELAND SECURITY GRANT REIMBURSEMENT FORM

SECTION A: SUBMITTING YOUR CLAIMS

Please submit legible supporting documents, files, and completed reimbursement form at:

Grants@auditor.lacounty.gov

In the event e-mail is not available, you can mail your claims to (please do not fax or send duplicates):

Department of Auditor-Controller
Shared Services Division / Attn: Grants Unit
3470 Wilshire Blvd., Suite 812
Los Angeles, CA 90010

1. Enter Grant Year:

2015

SECTION B: SUB-RECIPIENT’S INFORMATION

1. Sub-recipient’s Name: (reimbursement check will be made payable to the name enter here)

2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):

3. Taxpayer ID #:

4. Contact’s Name:

4. Contact’s phone:

4. Contact’s e-mail:

SECTION C: DETAIL CLAIM INFORMATION

<table>
<thead>
<tr>
<th>1. SOLUTION AREA (e.g. equipment, training, planning, exercise)</th>
<th>2. ITEM # (e.g. 17,020)</th>
<th>3. PROJECT ALPHA (e.g. D)</th>
<th>4. EHP required? (Environmental &amp; Historic Preservation)</th>
<th>5. VENDOR'S INVOICE #</th>
<th>6. PURCHASE METHOD</th>
</tr>
</thead>
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<td>No</td>
<td>Yes (attach prior State Approval)</td>
<td></td>
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</table>

7. CLAIM AMOUNT (indicate the amount per each line)

8. TOTAL

SECTION D: SUB-RECIPIENT’S CERTIFICATION

Under Penalty of Perjury I certify that (please use the checkbox):

☐ 1. I am the duly authorized officer of the claimant herein and this claim is in all respects true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

☐ 2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.

3. ________________________________

4. ________________________________

5. ________________________________

AUTHORIZED SIGNATURE

AUTHORIZED PRINTED NAME

AUTHORIZED TITLE

SECTION E: FOR SSD USE ONLY

ASSIGNED CLAIM TRACKING NO:

STAMP WITH RECEIVED DATE HERE:

Revised on 11/15/2016
COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

Purpose of this form:
To assist sub-recipients in completing the Homeland Security Grant Reimbursement form. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. Please do not send these instructions to us, they are to be used for your guidance only.

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF CLAIMS

In numeral 1 of this section, please enter the year of the grant program that you are submitting for reimbursement. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the reimbursement forms correctly and according to these instructions.
- Submitting your claims using our e-mail --> Grants@auditor.lacounty.gov (please do not fax documents).
- Sending your claims only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your claim form. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your claims are legible.
- Submitting claims timely. We do not guarantee the process of claims that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT’S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting the reimbursement. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.

2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.

3. Please enter the tax ID of the governmental entity requesting reimbursement. Please leave blank for L.A. County departments.

4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL CLAIM INFORMATION:

In order to expedite your claim, in this area's grid, include a maximum of five (5) Invoices or reimbursements charges (one charge or one invoice per line). The invoices or charges need to share the same solution area, project alpha and item #. In addition, invoices from one fiscal year should be claimed separate from invoices of another fiscal year. For example: an invoice dated June 2015 (FY 14/15) should not be combined with an invoice dated October 2015 (FY 15/16) in the same claim request.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.

2. Enter the item # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.

3. Enter the project alpha corresponding to the claim. This information is found in the latest budget of the grant. An example of project alpha is D.

4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State prior to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:

   a) ☐ State EHP Approval: if required by the state for your claim.
SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:

a) Copy of the invoice: Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate them on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.

b) Copy of the purchase order

c) Print out of the corresponding AEL # (Authorized Equipment List number). The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm

d) Proof of payment of the invoice: The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for other than L.A. County Department is the corresponding copy of the bank’s cleared check.

e) Calculations for use tax paid: When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.

f) Proof of payment of the use tax: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.

g) Federal Debarment Listing: Please provide a screen print out of the queried Federal Debarment Listing at http://www.sam.gov/portal/public/SAM (you will need a username and a password; if you don’t please create an account). The listing needs to be queried prior to the start of the project. This will certify that the vendor is allowed by the state.

6. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please indicate with an X the method that you used to acquire the items (do not leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.

a) Non-Competitive Bid: for single bid purchases of $150,000 or more to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State prior to the start of the project.

b) Sole Source: for non-bid purchases of $150,000 or more to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State prior to the start of the project.

c) Competitive Bid: for projects that received more than one bid. Please indicate number of bids received (must be more than one). Number of bids: ______________

7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let CDAT know of the possible need for budget modification.

8. Enter the “Total Amount” by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT’S CERTIFICATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please read and check the box provided if you are an authorized signor.

2. Please read and check the box provided if you are an authorized signor.

3. Please sign the claim if you are an authorized signor of your agency.

4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.
COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR CLAIMS (ACCORDING TO SOLUTION AREA):

For Equipment Claims:

a) [ ] Equipment Inventory Listing (Print out & Excel File): Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. *Please refer to the Instructions to Equip Intv Tab for completion procedures of Equipment Inventory.

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission:CBRNE).

You need to inform us of any changes on the items above *1. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

For Training Claims:

a) [ ] State-Sponsored Training Reporting Form (with the tracking request #): Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #’s must be obtained from the State prior to the start of the project.

b) [ ] Receipts and paid invoices: please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor’s fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including personnel cost with your training claim, please add the following:

c) [ ] Documents that certify completion of the training: please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:

   - Attendance sheets (signed by employee and instructor)
   - Sign in sheets (same as above)
   - Signed training certificates

d) [ ] Summary Listing of Charges: Please use the Training Summary Sheet form provided in this claim packet that clearly shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and date, and dated.

e) [ ] Backup for the Benefits Rate: If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.

f) [ ] Timecards: Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor’s signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.

Revised on 11/15/2016

Page 3 of 4
COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

g) □ Explanation of timekeeping codes: When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

h) □ Payroll register: The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.

i) □ Roster of backfilled positions: When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

a) □ Deliverable (or final product): Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.

b) □ Signed Certificate of Completion: The certificate of completion can be an e-mail confirming that the planning activity was completed.

c) □ Invoices: If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

d) □ Supporting Documentation for Personnel Cost: When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

a) □ Proof of State Approval of After Action Report (AAR): In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 60 days following the completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/

b) □ Invoices: If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

c) □ Supporting Documentation for Personnel Cost: When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims
STATE HOMELAND SECURITY GRANT PROGRAM  
Equipment Inventory Listing  
Procedures for Completion

**OBJECTIVE:** To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

<table>
<thead>
<tr>
<th>Field</th>
<th>Date Element</th>
<th>Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Sub-Recipient</td>
<td>Name of your agency</td>
</tr>
<tr>
<td>(2)</td>
<td>Date of Report</td>
<td>Date report completed (1)</td>
</tr>
<tr>
<td>(3)</td>
<td>Grant Year</td>
<td>Grant Year of funds used to purchase equipment</td>
</tr>
<tr>
<td>(4)</td>
<td>Project Line</td>
<td>Project Line (from SHSGP Workbook)</td>
</tr>
<tr>
<td>(5)</td>
<td>Project Alpha</td>
<td>Project Alpha character (from in SHSGP Workbook)</td>
</tr>
<tr>
<td>(6)</td>
<td>AEL No.</td>
<td>Authorized Equip Listing No (from SHSGP Workbook)</td>
</tr>
<tr>
<td>(7)</td>
<td>Description</td>
<td>Description of the equipment</td>
</tr>
<tr>
<td>(8)</td>
<td>Serial # or Other ID #</td>
<td>Serial # or Other identification # used</td>
</tr>
<tr>
<td>(9)</td>
<td>Source of Property</td>
<td>Funding source, i.e., SHSGP, etc.</td>
</tr>
<tr>
<td>(10)</td>
<td>Title Holder</td>
<td>Name of agency (City/Department)</td>
</tr>
<tr>
<td>(11)</td>
<td>Acquisition Date</td>
<td>Date equipment acquired</td>
</tr>
<tr>
<td>(12)</td>
<td>Acquisition Cost</td>
<td>Cost of the individual equipment item</td>
</tr>
<tr>
<td>(13)</td>
<td>% of Fed Part</td>
<td>Fed participation in the cost of equipment</td>
</tr>
<tr>
<td>(14)</td>
<td>Location</td>
<td>Location of equipment</td>
</tr>
<tr>
<td>(15)</td>
<td>Use &amp; Condition</td>
<td>Use &amp; condition (2)</td>
</tr>
<tr>
<td>(16)</td>
<td>Disposition data</td>
<td>Date of disposition</td>
</tr>
<tr>
<td>(17)</td>
<td>Sale Price</td>
<td>Sale price, If applicable, or N/A for not applicable</td>
</tr>
</tbody>
</table>

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

**Note (1):** This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

**Note (2):** Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

**Distribution**
Copy maintained in sub-recipient file  
Copy forwarded to Shared Services Division
AGENDA DESCRIPTION:
Consideration and possible action to authorize the City Manager to execute a 1-year License Agreement with Jaguar Tennis Academy in a form approved by the City Attorney to operate tennis programs at Recreation Park. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute an agreement with Jaguar Tennis Academy in a form approved by the City Attorney.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Draft License Agreement

FISCAL IMPACT: None

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
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</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Account Number(s):</td>
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</tr>
</tbody>
</table>

STRATEGIC PLAN:

<table>
<thead>
<tr>
<th>Goal:</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective:</td>
<td>1</td>
</tr>
</tbody>
</table>

Enhance Customer Service and Engagement
City services are convenient, efficient, and user-friendly for all residents and businesses.

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

BACKGROUND AND DISCUSSION:
The Department of Recreation and Parks has utilized Jaguar Tennis Academy as its sole contract tennis instructor for recreational tennis classes over the past six years. During this time, the tennis program has steadily grown under the direction of Owner and Tennis Pro Sergiu Boerica.

Jaguar Tennis Academy has a desire to continue to grow the program beyond traditional recreation classes. The program has many dedicated athletes who aspire to become high school and college level players. Coach Boerica’s regular students desire consistent training and instruction, team camaraderie, and tournament experience.

In late 2015, the department was approached by Boerica to discuss changing the terms of the current contract to allow more flexibility to the management of the program. Current contract
terms state that Jaguar Tennis receives 70% of all class revenues with the City collecting the other 30%. This allows Jaguar to use up to two courts at any time to teach classes while the City is responsible for administrative functions such as collecting registration fees, handling general public inquiries, and marketing programs in the quarterly recreation brochure.

After working with staff for several months to analyze court usage, program costs and revenue, the following key details of a potential new agreement were reached between the Department and Jaguar Tennis:

- Jaguar Tennis will pay $5 per hour per court (El Segundo Resident/Non-Profit Rate) for a total of $950 per month based on 190 hours of usage.
- Jaguar Tennis will handle all registration, fees and participant issues.
- Jaguar Tennis will no longer be a City of El Segundo Contract Instructor, essentially becoming a “renter” of the facility.
- Jaguar Tennis will have the ability to reserve a third court, if available, by paying the El Segundo Business Rate of $10 per hour.

These terms would be detailed in a one-year License Agreement effective April 1, 2017, with Jaguar Tennis paying $950 at the beginning of each month. License Agreements are generally used for recurring usage of facilities to agree on a reduced fee over time.

During the past year, the Department’s 30% revenue share was approximately $19,500 from Jaguar Tennis classes. This new agreement would bring in a fixed amount of $11,400 per year with the potential for additional revenue (estimated $2,500-$3,500) as the program grows and more space is reserved at the higher hourly rate for additional classes, camps, clinics and tournaments. The Department would offset the difference by adding new contract tennis instructors to meet the customer needs and offer instructor variety on a more recreational level, as well selling ad space in our seasonal brochure that is currently used by Jaguar Tennis, valued at $3,000 per year. Additionally, staff would be relieved of timely administrative functions and therefore be able to reallocate part-time staff hours to other programs. Staff believes that the contract change will be budget neutral while providing a better product to the participants.

The Recreation and Parks Commission reviewed this request on November 16, 2016, and recommends that City Council approve the License Agreement.
LICENSE AGREEMENT BETWEEN THE
CITY OF EL SEGUNDO AND
ALPHA AQUATICS

DRAFT

THIS LICENSE is made and executed this 17th day of January, 2017, between the CITY OF EL SEGUNDO, a municipal corporation ("CITY"), and Jaguar Tennis Academy ("LICENSEE").

1. LICENSE; DESCRIPTION OF PROPERTY. CITY licenses LICENSEE to use, on the terms and conditions in this License, real property located at Recreation Park, 401 Sheldon Street, El Segundo, CA ("Property"). CITY's action is not, and should not be construed to be, a conveyance of a property interest or a lease; it is a license to use property only.

2. USE OF PROPERTY.

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

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

3. TERM. Except as provided in Section 4, the term of this license will begin on April 1, 2017 and end on March 31, 2018. Upon mutual written agreement between the parties, this License may be renewed for additional time.

4. TERMINATION.

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

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

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

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

5. COMPENSATION. In exchange for the use of the facilities at Property, LICENSEE agrees to pay CITY a sum of $950.00 per month for use of up to two courts for a total of up to 190
hours of use per month from April 1, 2017 through March 31, 2018 based on the formula set forth in Exhibit A, for the term of this License. Exhibit A is incorporated as if fully set forth herein. For any additional hours beyond those included in the formula in Exhibit A, LICENSEE agrees to pay CITY a sum of $10 per hour for additional use of a third court (if available) for the term of this License.

6. CONDEMNATION. If all or part of Property is acquired by eminent domain or purchase in lieu thereof, LICENSEE acknowledges that it will have no claim to any compensation awarded for the taking of Property or any portion thereof or for loss of or damage to LICENSEE’s improvements.

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

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

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

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

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

12. INDEMNIFICATION.

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

B. For purposes of this section “CITY” includes CITY’s officers, officials, employees, agents, representatives, and certified volunteers.

C. LICENSEE expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

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

E. The requirements as to the types and limits of insurance coverage to be maintained by LICENSEE as required by Section 13 below, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LICENSEE pursuant to this License, including but not limited to the provisions concerning indemnification.

13. INSURANCE.

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

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

B. Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto.
Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable except upon thirty (30) days prior written notice to CITY except for nonpayment of premiums which may be cancelable upon ten (10) day notice.

C. LICENSEE will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this License and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Certificate(s) must reflect that the insurer will provide thirty (30) days notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

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

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

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

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

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

18. INSOLVENCY; RECEIVER. Either the appointment of a receiver to take possession of all or substantially all of the assets of LICENSEE, or a general assignment by the LICENSEE for the benefit of creditors, or any action taken or offered by LICENSEE under any insolvency or bankruptcy action, will constitute a breach of this License by LICENSEE, and in such event said License will automatically cease and terminate.
19. NOTICES. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this License or by law to be served on or given to either party to this License by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to LICENSEE at:

Jaguar Tennis Academy
900 East Imperial Avenue #1
El Segundo, CA 90245

or to CITY at:

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

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

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

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

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

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

24. CONSTRUCTION. The language of each part of this License will be construed simply and according to its fair meaning, and this License will never be construed either for or against either party.
25. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this License and to engage in the actions described herein. This License may be modified by written agreement. CITY’s city manager, or designee, may execute any such amendment on behalf of CITY.

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

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

CITY OF EL SEGUNDO

Greg Carpenter,  
City Manager

____________________________

ATTEST:

____________________________  Taxpayer ID No. ______________________

Tracy Weaver,  
City Clerk

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

By:  
David King, Assistant City Attorney
EXHIBIT A

- Jaguar Tennis to pay $5 per hour per court (El Segundo Resident/Non-Profit Rate) for a total of $950 per month based on 190 hours of usage.
- Jaguar Tennis to handle all registration, fees and participant issues.
- Jaguar Tennis would no longer be a City of El Segundo Contract Instructor, essentially becoming a “renter” of the facility.
- Jaguar Tennis would have the ability to reserve a third court, if available, by paying the El Segundo Business Rate of $10 per hour.
- Jaguar Tennis Academy will have the ability to host up to four tournaments per year on weekend dates. At least two months notice must be given.
- In the event of inclement weather, the City will allow Jaguar Tennis Academy to utilize missed hours within three months of that date missed without incurring an additional fee. Makeup hours cannot be used for a third court when two courts are already in use by Jaguar Tennis Academy.
AGENDA DESCRIPTION:
Consideration and possible action to authorize the City Manager execute an agreement relating to First Amendment to Development Agreement relating to the 540 East Imperial Avenue project (Fiscal Impact: None with this action.)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute an agreement relating to the First Amendment to Development Agreement, in a form approved by the City Attorney’s office, and direct the City Clerk’s office to record the agreement in the County Recorder’s office; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Proposed Agreement

FISCAL IMPACT: None. This project was approved on condition of Developer’s payment of $1 million dollars in public contributions. This action does not impact that prior approval or Developer’s obligation.

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

STRATEGIC PLAN:
Goal: N/A
Objective: N/A

ORIGINATED BY: City Attorney’s office
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
On September 28, 2016, the City Council approved various land use entitlements relating to the 540 Imperial Avenue project, a multi-family and single-family dwelling housing development on property then-owned by the El Segundo Unified School District. As part of the entitlements, the City Council introduced an Ordinance which, in part, approved a First Amendment to an existing Development Agreement between the City and the District. The First Amendment referenced the District as the party to the amendment because, at the time, the District owned the property.

Since the amendment to the Development Agreement was approved, the property was sold to developer D.R. Horton CA2, Inc., the applicant for the present project. The District assigned all of its interests in the project, including its obligations under the Development Agreement and First Amendment, to D.R. Horton CA2, Inc. The assignment took effect upon the close of escrow, September 30, 2016.
Because the District is the party listed in the amendment (and not D.R. Horton), the District requested additional assurances from D.R. Horton and the City before the District signs the First Amendment to the Development Agreement. The parties have mutually agreed-upon the attached agreement, which is scheduled to be considered by the District’s board on January 10. The agreement does not alter the project approved by the City Council on September 28 in any way; rather, the agreement simply gives the District further assurances that D.R. Horton is responsible for all of the obligations under the Amendment because it has been officially assigned to D.R. Horton.

The City Attorney has reviewed and approved of the attached agreement. Because this agreement is needed to close out the documents so that they can be recorded, staff recommend that the City Council authorize the City Manager execute the attached agreement and direct the City Clerk’s office to record the fully executed copy in the L.A. County Registrar-Recorder’s office.
AGREEMENT REGARDING
FIRST AMENDMENT OF DEVELOPMENT AGREEMENT

This Agreement Regarding First Amendment of Development Agreement ("Agreement") is entered into this ___ day of January, 2017, by and between the CITY OF EL SEGUNDO ("City"), a municipal corporation, the EL SEGUNDO UNIFIED SCHOOL DISTRICT ("District") and D.R. HORTON CA2, INC., a California corporation ("Developer").

RECITALS

A. Developer and District entered into that certain Agreement for Purchase and Sale and Joint Escrow Instructions dated July 29, 2015 ("Purchase Agreement"), pursuant to which District agreed to sell to Developer and Developer agreed to purchase from District, certain real property located in the City of El Segundo commonly referred to as the "540 E. Imperial Avenue Site", assessor's parcel number 4133-013-900 (the "Property").

B. The Property is subject to that certain Development Agreement between City and District dated May 4, 2012 ("Development Agreement"), which was adopted by the City Council of the City of El Segundo via Ordinance No. 1469 on or about April 3, 2012 and recorded on May 30, 2012, in the Official Records of Los Angeles County as Document No. 20120798461.

C. On May 16, 2016, Developer filed an application with the City to amend the Development Agreement ("DA Amendment") and other entitlements applicable to the Property (the application for the DA Amendment and other entitlements are collectively referred to as the "Application"). The Application was submitted with the consent of the District, but the District did not actively process the Application.

D. On September 28, 2016, the City Council of the City of El Segundo adopted Ordinance No. 1522 approving the DA Amendment ("DA Ordinance"). The DA Amendment identified District as a party even though the District did not negotiate the form of the DA Amendment or process the Application.
E. On September 30, 2016, the close of escrow pursuant to the Purchase Agreement was consummated and Horton acquired fee title to the Property from the District. In connection with said conveyance of the Property, District assigned all of its right, title and interest in the Development Agreement and the DA Amendment to Developer.

F. Following the Developer’s acquisition of the Property, the DA Ordinance became effective and the DA Amendment became ready for execution.

G. The parties desire that the District execute the DA Amendment because the District, not Developer, owned the Property on the date the DA Amendment was approved by the City Council.

H. The District is willing to execute the DA Amendment dated as of September 28, 2016, provided City and Developer acknowledge and agree that the District shall have no liability or obligation under the DA Amendment, which was assigned to Developer as of September 30, 2016.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. **Execution of DA Amendment.** Upon full execution of this Agreement, District agrees to cause the DA Amendment, in the form attached as Exhibit “A” hereto, to be executed and acknowledged by the District. The person executing the DA Amendment on behalf of the District shall have requisite authority to execute such instrument. The City shall concurrently or promptly thereafter execute the DA Amendment and cause the same to be recorded in the Official Records of Los Angeles County.

2. **Acknowledgement of Assignment.** City, Developer and District hereby acknowledge and agree that all of District’s right, title and interest in the Development Agreement, as amended by the DA Amendment was assigned to and assumed by Developer as of September 30, 2016, pursuant to that certain Assignment and Assumption Agreement between District and Developer, recorded in the Official Records of Los Angeles County on September 30, 2016 as Document No. 20161192111 (“Assignment Agreement”). The City acknowledged receipt of such assignment, as evidenced by the “Receipt by City” executed by Sam Lee, Director of Planning and Building Safety, contained within the Assignment Agreement.

3. **Release of District.** City, Developer and District hereby acknowledge and agree that, pursuant to Section 3.2 of the Development Agreement and the Assignment Agreement, District has been fully released of all obligations and liability under the Development Agreement, as amended by the DA Amendment. Pursuant to Section 3.2 of the Development Agreement, City shall look solely to Developer for compliance with the Development Agreement, as amended by the DA Amendment. Without limiting the foregoing, the City and Developer further agree that District shall have no rights, duties, obligations or liabilities under the DA Amendment whatsoever (whether arising before or after recordation of the Assignment Agreement), that District is hereby unconditionally and irrevocably released from obligations and liabilities arising under the DA Amendment and that the City shall look solely to Developer to perform duties and obligations required by the DA Amendment.
4. **Automatic Termination and Release.** So as to avoid an unnecessary encumbrance on title, the parties agree that this Agreement shall automatically terminate and be released from the Property upon termination of the Development Agreement, as amended by the DA Amendment.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6. **No Third Party Beneficiaries.** This Agreement shall not be deemed or construed to confer any rights, title or interest, including without limitation any third party beneficiary status or right to enforce any provision of this Agreement, upon any person or entity other than City, District and Developer.

7. **Time of the Essence.** Time is of the essence in the performance by each party of its obligations under this Agreement.

8. **Authority.** Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary approvals have been obtained.

9. **Further Assurances.** The parties each agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably request to consummate, evidence, confirm or more fully implement the agreements of the parties as contained herein.

10. **Recordation.** The City shall ensure that, within five (5) days of execution of this Agreement by the parties, this Agreement shall be recorded with the County Recorder of the County of Los Angeles.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

[Signatures on following page]
IN WITNESS WHEREOF, City, District and Developer have executed this Agreement on the date first above written.

CITY:

CITY OF EL SEGUNDO, a municipal corporation

By: ______________________________
    Greg Carpenter, City Manager

ATTEST:

______________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

______________________________
Mark D. Hensley, City Attorney
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On ____________________, before me, ____________________________, a Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________
IN WITNESS WHEREOF, City, District and Developer have executed this Agreement on the date first above written.

DISTRIBUTION:
EL SEGUNDO UNIFIED SCHOOL DISTRICT

By: ____________________________
Melissa Moore, Superintendent

APPROVED AS TO FORM:
ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Andreas C. Chialtas, Esq., legal counsel for El Segundo Unified School District
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On _________________, before me, ________________________________, a Notary Public, personally appeared ________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ________________________________
IN WITNESS WHEREOF, City, District and Developer have executed this Agreement on the date first above written.

DEVELOPER:
D.R. HORTON CA2, INC., a California corporation

By: ____________________________

Its: ____________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Los Angeles )

On __________________, before me, ____________________________, a Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________
EXHIBIT “A”

DA Amendment

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF EL SEGUNDO
350 Main Street
El Segundo, California 90245

Exempt from recorder’s fees
Pursuant to Govt. Code §6103

FIRST AMENDMENT OF
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO
AND EL SEGUNDO UNIFIED SCHOOL DISTRICT

(540 E. IMPERIAL AVENUE SITE)

This First Amendment of Development Agreement (“First Amendment”) is entered into this 28th day of September, 2016, by and between the CITY OF EL SEGUNDO (“City”), a municipal corporation and the EL SEGUNDO UNIFIED SCHOOL DISTRICT (“Developer”).

RECITALS

A. City and Developer entered into that certain Development Agreement dated May 4, 2012 (“Development Agreement”), which Development Agreement was recorded on May 30, 2012, in the Official Records of Los Angeles County as Document No. 20120798461. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Development Agreement.

B. Section 4.6.3 of the Development Agreement provides that any proposed modification to the Project that would decrease required building setbacks, increase total developable square footage or FAR, increase building heights, decrease minimum required lot areas, deviate from certain development standards or materially modify the obligation to provide LEED certification for the Project, constitutes a “Major Modification” that requires an amendment to the Development Agreement.

C. Concurrent with consideration of this First Amendment, City is processing an Amendment to the 540 East Imperial Avenue Specific Plan (“Specific Plan Amendment”) and an amendment to Vesting Tentative Map No. 71582 (“VTM Amendment”) for purposes of
modifying building setbacks, developable square footage and FAR, building height, minimum lot area, applicable development standards, and LEED certification/energy efficiency requirements, among other things. City and Developer desire to enter into this First Amendment in order to provide consistency with and to establish vested rights to develop the Project in accordance with the Specific Plan Amendment and the VTM Amendment.

AGREEMENT

1. **Amendment of Development Agreement.** The following sections and exhibits of the Development Agreement are hereby amended as follows:

   A. The definition of “Applicable Rules” set forth in Section 1 is hereby amended to also include the Specific Plan Amendment.

   B. The definition of “Project Approvals” set forth in Section 1 is hereby amended to also include the Specific Plan Amendment and the VTM Amendment.

   C. All references in subsections 2.3 and 4.6.3 to the “540 East Imperial Avenue Specific Plan” are hereby deleted and replaced with “540 East Imperial Avenue Specific Plan, as amended by the Specific Plan Amendment.”

   D. All references in subsection 4.6.4 to the “Specific Plan” are hereby deleted and replaced with “540 East Imperial Avenue Specific Plan, as amended by the Specific Plan Amendment.”

   E. A new Section 4.17 is hereby added as follows:

   “4.17 Building Inspections. The City agrees to use its best efforts to expedite the building inspection process for the Project. The Director or his designee will endeavor to schedule building inspections within two business days of Developer’s request. In the event that City is unable to perform such duties within the time frame outlined in this Agreement, the City agrees that Developer may hire and pay a consultant to perform such duties, with the express written consent of the City, not to be unreasonably withheld.”

   F. A new subsection, Subsection 5.3.3, is hereby added as follows:

   “5.3.3 To ensure that the above-referenced units designated as affordable remain affordable to low, very low and extremely low households, Developer must enter into an Affordable Housing Agreement with the City prior to the issuance of the first certificate of occupancy issued for the Project. The Affordable Housing Agreement must be recorded with the Los Angeles County Register-Recorder’s office.”

   G. Section 5.8 is hereby deleted in its entirety and replaced with the following:

   “The Project shall be developed in compliance with the energy efficiency standards set forth in the Specific Plan Amendment.”
H. A new section, Section 5.9, is hereby added as follows:

"5.9 Public Benefit Contributions. In exchange for the valuable development rights secured by this Development Agreement, Developer agrees to make the following contributions, in the aggregate amount of One Million Dollars ($1,000,000):

1. Developer will contribute Five Hundred Thousand Dollars ($500,000) to the City, with Two Hundred and Fifty Thousand Dollars ($250,000) contributed to the City before the first Certificate of Occupancy is issued for the first Single-Family Detached Unit, and Two Hundred and Fifty Thousand Dollars ($250,000) contributed to the City before the twenty-fourth Certificate of Occupancy is issued for the final Single-Family Detached Unit. Notwithstanding the foregoing, the total amount of $500,000 must be contributed to the City no later than five years from the date of the First Amendment. As used herein, “the date of the First Amendment” is November 18, 2016, the effective date of the ordinance adopting this First Amendment.

2. Developer will contribute One Hundred Thousand Dollars ($100,000) to the City’s Aquatic Fund, to be contributed to the City no later than 60 days from the date of the First Amendment.

3. Developer will contribute One Hundred Thousand Dollars ($100,000) to El Segundo Little League (Challenger Division), to be contributed to the City no later than 60 days from the date of the First Amendment.

4. Developer will contribute Three Hundred Thousand Dollars ($300,000) to reimburse the City for its estimated costs of administering and enforcing the affordable housing component of the Project, with One Hundred and Fifty Thousand Dollars ($150,000) to be contributed to the City before the first Certificate of Occupancy is issued for the first affordable unit and One Hundred and Fifty Thousand Dollars ($150,000) to be contributed to the City before the sixth Certificate of Occupancy is issued for the final affordable unit. Notwithstanding the foregoing, the total amount of $300,000 must be contributed to the City no later than five years from the date of the First Amendment.”

I. Exhibit “D” of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit “D-1” attached hereto and incorporated herein.

2. Good Faith Compliance. This First Amendment shall constitute the City’s Periodic Review pursuant to Section 8.1 of the Development Agreement and City’s determination that Developer is in substantial compliance with the terms and provisions of the Development Agreement.

3. Effect of Amendment. Except as expressly provided in this First Amendment, the Development Agreement shall not be amended or otherwise modified. In the event there is a conflict between the terms of the Development Agreement and the terms of this First Amendment, the terms of this First Amendment shall control."

3
Amendment, the terms provided in this First Amendment shall control. On and after the date hereof, each reference in the Development Agreement to “this Agreement,” “hereunder,” “hereof,” “hereto,” “herein,” or words of like import referring to the Development Agreement shall mean and be a reference to the Development Agreement as amended by this First Amendment.

4. **Recordation.** This First Amendment shall be recorded with the County Recorder of the County of Los Angeles by the City Clerk of City.

5. **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which, taken together, shall constitute one fully executed original.

[Signatures on following page]
IN WITNESS WHEREOF, Developer and City of El Segundo have executed this First Amendment on the date first above written.

CITY:

CITY OF EL SEGUNDO, a municipal corporation

By: ____________________________
    Suzanne Fuentes, Mayor

ATTEST:

______________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

______________________________
Mark D. Hensley, City Attorney

 DEVELOPER:
EL SEGUNDO UNIFIED SCHOOL DISTRICT

By: ____________________________
    Its: ____________________________
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ________________

On ________________, before me, ________________, a Notary Public, personally appeared ________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ________________

On ________________, before me, ________________, a Notary Public, personally appeared ________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________
EXHIBIT “D-1”

540 EAST IMPERIAL AVENUE SPECIFIC PLAN
HOUSING SET ASIDE – 5% Option 1/10% Option 2

<table>
<thead>
<tr>
<th>OPTION 1 (289 Total Units) 15 total</th>
<th>OPTION 2 (58 Total Units) 6 units total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assisted Living</strong></td>
<td><strong>Mixed Residential</strong></td>
</tr>
<tr>
<td>1. Extremely Low</td>
<td>1. Extremely Low</td>
</tr>
<tr>
<td>Units Required</td>
<td>Units Required</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>2. Very Low</td>
<td>2. Very Low</td>
</tr>
<tr>
<td>3. Low</td>
<td>3. Low</td>
</tr>
<tr>
<td>Total 15% Set Aside</td>
<td>Total 10% Set Aside</td>
</tr>
<tr>
<td>7 Units</td>
<td>6 Units</td>
</tr>
</tbody>
</table>

Senior Condominiums/ Apartments

<table>
<thead>
<tr>
<th>Units Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Extremely Low</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>2. Very Low</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>3. Low</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>Total 15% Set Aside</td>
</tr>
<tr>
<td>8 Units</td>
</tr>
</tbody>
</table>

The unit totals shown by income category in this table represent the proportional percentage of the City’s total Regional Housing Needs Assessment (RHNA) allocation for the lower income categories shown. In this case, the RHNA allocation for the combined lower income categories is 71 total units. The Extremely Low income category represents 31 percent of the total allocation; the Very Low income category represents 31 percent of the total allocation and the Low Income category represents 8 percent of the total RHNA allocation. These same percentages were applied to the unit totals for this project.
AGENDA DESCRIPTION:
Consideration and possible action regarding 1) the second reading and adoption of an Ordinance amending El Segundo Municipal Code §1-6-3, §1-6-4, and §1-6-5 Regarding City Departments, Exclusions from Civil Service, and Department Heads. (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:
1. Second reading by title only and adoption of Ordinance regarding City Departments, Exclusions from Civil Service, and Department Heads.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance amending El Segundo Municipal Code §1-6-3, §1-6-4, and §1-6-5 Regarding City Departments, Exclusions from Civil Service, and Department Heads.

FISCAL IMPACT: N/A

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

STRATEGIC PLAN:
Goal: 5 Engage Technology  
Objective: The City will develop and optimize its use of an infrastructure for technology.  

ORIGINATED BY: Martha A. Dijkstra, Human Resources Director  
REVIEWED BY: Mayra Houston, Interim Human Resources Director  
APPROVED BY: Greg Carpenter, City Manager  

BACKGROUND AND DISCUSSION:
At its regular meeting on December 20, 2016, City Council approved the creation of the new at-will classification of Information Systems Director which will serve as Department Head over the newly created Information Systems Department. Council requested staff compile additional salary data in order to determine the appropriate base salary schedule for this new class and will discuss this matter separately.

As the new Department Head classification is to be designated "at-will" status, it is necessary to exclude this position from the classified service in the El Segundo Municipal Code and amend the Code to include the newly created Information Systems Department. To this end, the December 20th staff report included the introduction of an Ordinance to amend Municipal Code §1-6-3, §1-6-4, and §1-6-5 Regarding City Departments, Exclusions from Civil Service, and Department Heads. Staff is now recommending that Council approve the passage and adoption of the Ordinance. The Ordinance will become effective after a thirty-day waiting period following passage and adoption.
ORDINANCE NO. ________

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE §1-6-3, §1-6-4, and §1-6-5 REGARDING CITY DEPARTMENTS, EXCLUSIONS, AND DEPARTMENT HEADS.

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

SECTION 1: The City Council finds as follows:

A. The El Segundo Municipal Code ("ESMC") provides that the City Council may from time to time by Ordinance designate departments, appointive officers, or employees of the City; and

B. It is in the best interest of the City to list all existing officers and members of departments excluded from the Personnel Merit System; and

SECTION 2: ESMC § 1-6-3 is amended in its entirety to read as follows:

Sec 1-6-3. CITY DEPARTMENTS

Effective ________, the organization of city government consists of the following departments:

City administration
Finance department
Fire department
Human resources department
Information systems department
Library services department
Planning and building safety department
Police department
Public works department
Recreation and parks department

SECTION 3: ESMC § 1-6-4 is amended in its entirety to read as follows:

"Sec 1-6-4. EXCLUSIONS

Those officers and members of departments in addition to department heads and elected officers who are expressly excluded from the merit system are:

Assistant City Manager
City Attorney
City Manager
City Engineer
Construction Coordinator
Economic Development Analyst
Economic Development Manager
SECTION 4: ESMC §1-6-5 is amended in its entirety to read as follows:

Sec 1-6-5. DEPARTMENT HEADS

For the purpose of this chapter and for the purpose of initiative ordinance 586 and for the purpose of ordinances expanding the coverage of initiative ordinance 586, and not by way of limitation, effective ___, the term “department head” includes:

Assistant city manager
Chief of police
City manager
Director of finance
Director of human resources
Director of library services
Director of planning and building safety
Director of public works
Director of recreation and parks
Fire chief
Information systems director

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

SECTION 6: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

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

SECTION 8: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.
PASSED AND ADOPTED this ___ day of ____, 2016.

Suzanne Fuentes, Mayor

CERTIFICATION

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. was duly introduced by said City Council at a regular meeting held on the 16th day of December 2014, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of ____, 2016, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT
MEETING DATE: January 17, 2017
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding 1) Adoption of a Resolution establishing the basic monthly salary range for Information Systems Director. (Fiscal Impact: $225,700)

RECOMMENDED COUNCIL ACTION:
1. Adopt the Resolution establishing the Basic Monthly Salary Range for the job classification of Information Systems Director (At-Will).
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution establishing the Basic Monthly Salary for Information Systems Director

FISCAL IMPACT:
Amount Budgeted: $225,700
Additional Appropriation: N/A
Account Number(s):

STRATEGIC PLAN:
Goal: 5 Engage Technology
Objective: The City will develop and optimize its use of an infrastructure for technology.

ORIGINATED BY: Elizabeth Hodgins, Administrative Intern, Human Resources
Mayra Houston, Interim Director of Human Resources

REVIEWED BY: Mayra Houston, Interim Director of Human Resources

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
At its regular meeting on December 20, 2016, City Council approved the creation of the new at-will classification of Information Systems Director which will serve as Department Head over the newly created Information Systems Department. Council requested staff compile additional salary data in order to determine the appropriate base salary schedule for this new class.

In the initial review, staff conducted a twofold analysis consisting on internal equity and then reviewing the external equities using the survey cities in accordance to the Administrative Code, Chapter 1A-6.250, Annual Salary Scale Report. The first part of the analysis consisted of the internal equity amongst the Executive groups. The general salary structure for the city employees is tiered. Police and Fire are at a separate tier on their own. The next tiers takes into consideration the scope of responsibility and education required for these positions. The external equities take into consideration the survey cities identified in the Administrative Code that currently employ an Information System Director or a similar position with the general scope of responsibilities.
In the previous discussion, the Information Systems Director position was placed in the salary range 64D, along with the Director of Finance, Planning & Building Safety and Public Works (Option A) taking into consideration the position’s scope of responsibility, requirements and anticipated organizational significance. As an option, staff has also provided an analysis in which 63D salary range were taken into account and included in the compensation analysis (Option B). To gain a better understanding of the relevant labor market, research was also conducted to gauge external equity by surveying comparable positions within the public and private sector. In addition, current and relevant job postings within the Los Angeles Area were also evaluated.

Public Sector Analysis
Staff understands the importance of properly benchmark the salary against similar positions in surrounding city governments. As per the Administrative Codes, the following cities that have been used for the external salary comparison in the public sector analysis were Culver City, Inglewood, Manhattan Beach, Redondo Beach, Santa Monica, and Torrance. In regards to span of control, city employee head count, and budget, El Segundo is best parallel against Manhattan and Redondo Beach (Exhibit A). The Minimum, maximum, and median monthly base salary were collected, averaged, and compared to El Segundo’s proposed 64D salary range. The differential calculation implies that the proposed minimum base is 3.45% above the average while the maximum is 8.51% below. The median salary may be a better statistical analysis for comparison, as it is less affected by any outliers. The proposed median salary is 3.43% below the average. The salary differential calculation for Option B, suggesting the 63D range, implies that the minimum base is 1.14% above the average while the maximum is 10.58% below. The median salary base was approximately 5.59% below the average. Option A is the closest comparison to the salary range for an Information Systems Director within the public sector survey cities in accordance to our Administrative Code.

Public Sector Analysis
In order to compete with the private sector, salaries were evaluated in for-profit firms located within the Los Angeles area. The following website sources proved to be helpful in providing highly coveted salary information: Payscale.com, Glassdoor.com, and Salary.com (Exhibit B). It is important to note that the reported private sector salary information does not include additional compensations awarded to the employee such as bonuses, profit-sharing, or stock options. With the tools offered by Salary.com, we collected salary information from companies with comparable Information Systems Director positions. The salary information collected was averaged and compared to the proposed options A and B. The differential calculation for Option A implies that the minimum base is 6.56% above average, maximum base is 13.17% below average, and the median base is 5.17% under the average. When evaluating Option B, the differential suggests that the minimum is 4.19% above average, maximum is 15.13% below, and median is 7.30% below the average. Based on the given information, Option A is the closest comparison to the salary range for an Information Systems Director within the private sector, based on the available information.

To further glean relevant position salary information, we have explored the current job market for comparable information systems positions (Exhibit C). The majority of the current positions are being recruited by staffing agencies who do not necessary disclose detailed salary and company information in the job postings. The differential calculation for both Option A and B both indicate that the proposed salary ranges are above the average of the current postings. For Option A, the minimum base is 19.51% above, maximum base is 18.51% above, and median is 18.86% above. For Option B, the minimum base is 16.85% above, maximum base is 15.84% above, and median is 16.30% above. While the proposed range may be above average, it is important to note that additional information including company size and span of control for each company could not be identified and therefore could skew data.
Summary
This new at-will classification will report directly to the City Manager and will be part of the Executive Management group. The Director will be responsible for organizing and leading this new department, acting as the staff liaison to the Technology Committee, implementing the Information Systems Strategic Plan, and generally modernizing the City’s use and integration of technology in order to become more efficient and responsive. The recommended salary range for this classification is based on a review of its assigned level of responsibilities, required qualifications, and its relative standing to other positions within the Executive group. Based on these factors, staff is recommending that the salary range be established at the existing salary grade of 64D which has a monthly salary range of $12,074.53 - $14,443.71.

Exhibit A

<table>
<thead>
<tr>
<th>City</th>
<th>Position Title</th>
<th>Minimum Base</th>
<th>Maximum Base</th>
<th>Median</th>
<th>Span of Control</th>
<th>IS Salary &amp; Benefits Budget</th>
<th>IS Director Salary &amp; Benefits Budget</th>
<th>Total City Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inglewood</td>
<td>Information Technology &amp; Communications Director</td>
<td>$8,651</td>
<td>$14,954</td>
<td>$11,803</td>
<td>17.5</td>
<td>$2,265,614</td>
<td>$129,464</td>
<td>808</td>
</tr>
<tr>
<td>Redondo Beach</td>
<td>Information Technology Director</td>
<td>$8,691</td>
<td>$12,291</td>
<td>$10,491</td>
<td>7.0</td>
<td>$1,140,023</td>
<td>$162,860</td>
<td>893</td>
</tr>
<tr>
<td>Torrance</td>
<td>Information Technology Director</td>
<td>$11,721</td>
<td>$16,175</td>
<td>$13,948</td>
<td>40.5</td>
<td>$6,221,849</td>
<td>$153,626</td>
<td>2001</td>
</tr>
<tr>
<td>Culver City</td>
<td>Chief Information Officer</td>
<td>$12,707</td>
<td>$15,510</td>
<td>$14,108</td>
<td>18.5</td>
<td>$2,971,984</td>
<td>$160,648</td>
<td>860</td>
</tr>
<tr>
<td>Manhattan Beach</td>
<td>Director of Information Technology</td>
<td>$13,054</td>
<td>$17,013</td>
<td>$15,034</td>
<td>9.0</td>
<td>$1,346,028</td>
<td>$149,336</td>
<td>504</td>
</tr>
<tr>
<td>Santa Monica</td>
<td>Chief Information Officer</td>
<td>$15,213</td>
<td>$18,782</td>
<td>$16,998</td>
<td>49.0</td>
<td>$7,388,177</td>
<td>$150,779</td>
<td>2940</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td><strong>$11,673</strong></td>
<td><strong>$15,787</strong></td>
<td><strong>$13,730</strong></td>
<td>23.6</td>
<td><strong>$3,555,279</strong></td>
<td><strong>$151,119</strong></td>
<td>1335</td>
</tr>
<tr>
<td><strong>PROPOSED EL SEGUNDO (64D) - OPTION A</strong></td>
<td></td>
<td><strong>$12,075</strong></td>
<td><strong>$14,444</strong></td>
<td><strong>$13,260</strong></td>
<td>8.0</td>
<td><strong>$1,193,845</strong></td>
<td><strong>$149,231</strong></td>
<td>559</td>
</tr>
<tr>
<td>Differential</td>
<td></td>
<td>3.45%</td>
<td>-8.51%</td>
<td>-3.43%</td>
<td>-66.42%</td>
<td>-1.25%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PROPOSED EL SEGUNDO (63D) - OPTION B</strong></td>
<td></td>
<td><strong>$11,806</strong></td>
<td><strong>$14,118</strong></td>
<td><strong>$12,962</strong></td>
<td>8.0</td>
<td><strong>$1,193,845</strong></td>
<td><strong>$149,231</strong></td>
<td>559</td>
</tr>
<tr>
<td>Differential</td>
<td></td>
<td>1.14%</td>
<td>-10.58%</td>
<td>-5.59%</td>
<td>-66.42%</td>
<td>-1.25%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

222
### Exhibit B

**Private Sector**

**Information Systems Director Salary Survey**

<table>
<thead>
<tr>
<th>Website Source/Company</th>
<th>Position Title</th>
<th>Minimum Annual Base Salary</th>
<th>Maximum Annual Base Salary</th>
<th>Median Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payscale.com</td>
<td>IT Director</td>
<td>$6,538</td>
<td>$15,049</td>
<td>$10,794</td>
</tr>
<tr>
<td>Payscale.com</td>
<td>Chief Information Officer</td>
<td>$9,696</td>
<td>$23,176</td>
<td>$16,436</td>
</tr>
<tr>
<td>Payscale.com</td>
<td>Director of Information Technology Services</td>
<td>$6,189</td>
<td>$17,950</td>
<td>$10,343</td>
</tr>
<tr>
<td>Glassdoor.com</td>
<td>Los Angeles Area IT Director</td>
<td>$10,583</td>
<td>$16,667</td>
<td>$13,625</td>
</tr>
<tr>
<td>Salary.com</td>
<td>IT Director</td>
<td>$12,093</td>
<td>$21,150</td>
<td>$16,621</td>
</tr>
<tr>
<td>W Promote</td>
<td>IT/IS Director</td>
<td>$9,167</td>
<td>$12,500</td>
<td>$10,833</td>
</tr>
<tr>
<td>NBC Universal*</td>
<td>IT Director</td>
<td>$11,333</td>
<td>$18,417</td>
<td>$14,875</td>
</tr>
<tr>
<td>Sony Pictures+</td>
<td>Director IT</td>
<td>$12,500</td>
<td>$16,833</td>
<td>$14,667</td>
</tr>
<tr>
<td>Edmunds.com*</td>
<td>Director IT</td>
<td>$12,333</td>
<td>$14,000</td>
<td>$13,167</td>
</tr>
<tr>
<td>Mattel*</td>
<td>IT Director</td>
<td>$12,750</td>
<td>$14,583</td>
<td>$13,667</td>
</tr>
<tr>
<td>DirectTV*</td>
<td>IT Director</td>
<td>$12,417</td>
<td>$14,500</td>
<td>$13,458</td>
</tr>
<tr>
<td>King's Hawaiian*</td>
<td>IT Director</td>
<td>$14,000</td>
<td>$17,083</td>
<td>$15,542</td>
</tr>
<tr>
<td>Kaiser Permanente*</td>
<td>IT Director</td>
<td>$17,000</td>
<td>$18,500</td>
<td>$17,750</td>
</tr>
</tbody>
</table>

**Average**

$11,331 | $16,634 | $13,983

**PROPOSED EL SEGUNDO (64D) - OPTION A**

$12,075 | $14,444 | $13,260

Differential 6.56% -13.17% -5.17%

**PROPOSED EL SEGUNDO (63D) - OPTION B**

$11,806 | $14,118 | $12,962

Differential 4.19% -15.13% -7.30%

*Sourced from Salary.com

### Exhibit C

**Current Postings**

**Information Systems Director Salary Survey**

<table>
<thead>
<tr>
<th>Company, City</th>
<th>Position Title</th>
<th>Minimum Base</th>
<th>Maximum Base</th>
<th>Median</th>
<th>Span of Control</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coast Community College District, Costa Mesa</td>
<td>Executive Director, Information Technology</td>
<td>$11,093</td>
<td>$14,462</td>
<td>$12,777</td>
<td>70%</td>
</tr>
<tr>
<td>Grafapart Corp, Los Angeles*</td>
<td>Director of Information Technology</td>
<td>$8,333</td>
<td>$10,000</td>
<td>$9,167</td>
<td>80-100%</td>
</tr>
<tr>
<td>CyberCoders, Los Angeles*</td>
<td>Director of IT</td>
<td>$10,833</td>
<td>$14,583</td>
<td>$12,708</td>
<td>N/A</td>
</tr>
<tr>
<td>CyberCoders, Irvine*</td>
<td>Director of IT</td>
<td>$9,583</td>
<td>$11,667</td>
<td>$10,625</td>
<td>N/A</td>
</tr>
<tr>
<td>Advantex Professional Services*</td>
<td>Sr Director of IT</td>
<td>$11,667</td>
<td>$12,500</td>
<td>$12,083</td>
<td>N/A</td>
</tr>
<tr>
<td>Staffmark, El Segundo*</td>
<td>IT Director</td>
<td>$11,250</td>
<td>$12,500</td>
<td>$11,875</td>
<td></td>
</tr>
</tbody>
</table>

**Average**

$10,104 | $12,188 | $11,146

**PROPOSED EL SEGUNDO (64D) - OPTION A**

$12,075 | $14,444 | $13,260

Differential 19.51% 18.51% 18.96%

**PROPOSED EL SEGUNDO (63D) - OPTION B**

$11,806 | $14,118 | $12,962

Differential 16.85% 15.84% 16.30%
RESOLUTION NO.__________

A RESOLUTION ESTABLISHING A BASIC MONTHLY SALARY FOR THE JOB CLASSIFICATION OF INFORMATION SYSTEMS DIRECTOR

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

Section 1: The City Council approves the following basic monthly salary range:

<table>
<thead>
<tr>
<th>Information Systems Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alt 1</td>
</tr>
<tr>
<td>Range 64D</td>
</tr>
<tr>
<td>Step A: $12,074.53</td>
</tr>
<tr>
<td>Step B: $12,624.21</td>
</tr>
<tr>
<td>Step C: $13,201.37</td>
</tr>
<tr>
<td>Step D: $13,807.39</td>
</tr>
<tr>
<td>Step E: $14,443.71</td>
</tr>
</tbody>
</table>

| Alt 2                        |
| Range 63D                    |
| Step A: $11,806.40           |
| Step B: $12,342.67           |
| Step C: $12,905.75           |
| Step D: $13,496.99           |
| Step E: $14,117.79           |

Section 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City’s resolutions; and make a minute of the adoption of the Resolution in the City Council’s records and the minutes of this meeting.

Section 3: This Resolution will become effective upon the effective date of Ordinance No. _____ amending El Segundo Municipal Code Sections 1-6-3, 1-6-4, and 1-6-5 City Departments, Exclusions, and Department Heads and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 17th day of January, 2017.

Suzanne Fuentes,
Mayor
CERTIFICATION

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 20th day of December, 2016, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 17th day of January, 2017.

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

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

By:

_________________________________________________________________
Karl H. Berger
Assistant City Attorney
AGENDA DESCRIPTION:
Report back from El Segundo Police Chief Tavera on commercial parking issues in the 1300 Block of East Grand Avenue.

RECOMMENDED COUNCIL ACTION:
1. Discussion regarding ESPD’s actions related to ongoing parking and noise complaints; and/or,
2. Alternatively, give direction to ESPD related to this issue.

ATTACHED SUPPORTING DOCUMENTS:
N/A

FISCAL IMPACT: None at this time
Amount Budgeted: N/A
Additional Appropriation:
Account Number(s):

STRATEGIC PLAN:
Goal:
2. Support Community Safety and Preparedness

Objective:
1. El Segundo has a proactive approach to risk and crime
2. El Segundo has proactive community engagement so that perceptions of safety align with reality.

ORIGINATED BY: Jeff Leyman, Lieutenant
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
In 2014, The El Segundo Police Department began receiving concerns and complaints related to semi-trucks parking on the 1300 block of E. Grand Avenue.

Chief Tavera will discuss the actions ESPD has taken related to these concerns and the legal issues involved in any enforcement actions.
AGENDA DESCRIPTION:

Receive and file an informational report regarding Transient Occupancy Tax (T.O.T.) Compliance Audit to be conducted by the City beginning February 2017.
(Fiscal Impact: undetermined - possible uncollected revenue findings)

RECOMMENDED COUNCIL ACTION:

1. Receive and file information regarding the TOT Audit and Management project.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. None

FISCAL IMPACT: $ (N/A)

<table>
<thead>
<tr>
<th>Amount Budgeted</th>
<th>Additional Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,500.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>

STRATEGIC PLAN:

Goal: 5(b) Champion Economic Development and Fiscal Sustainability:
El Segundo approaches its work in a financially disciplined and responsible way

Objective: 2 The City will maintain a stable, efficient, and transparent financial environment

PREPARED BY: Juliana Demers, Revenue Manager
REVIEWED BY: Joseph Lillio, Finance Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

The Finance Department-Revenue Division is the designated Tax Administrator for the City of El Segundo City Code Title 3 Chapter 4 – Transient Occupancy tax (TOT) responsible for the administration, collection, and transaction recording of the TOT revenue from hotels as defined in the code.

There are currently eleven (11) hotels operating in the City with an average of 2,300 available hotel rooms that qualify for TOT collection.

In 2016, the City of El Segundo increased the TOT rate from 8% to 12% through voter passage of Measure B. The new rate went into effect July 1st, 2016. During FY 15-16 (which received revenue
from both old and new rate) there was recorded TOT revenues of $6.5 million. The budgeted TOT revenue for FY 16-17 is $9.6 million before the audit.

The Finance Department is contracting out with HdL to analyze and identify opportunities to improve operational processes and controls in order to streamline the monthly reporting process for hotel operators and internal administrative processes.

The contracted service will also include an audit component which main objective is to determine if these hotels have properly assessed, collected and submitted all TOT owed to the City in compliance with the City of El Segundo City Chapter 4 Section 3-4-5.

Under the Finance Department direction, HdL will conduct the following:

1. **Taxpayer Notification** – Each lodging provider will receive a “welcome letter” which explains the new process, in which HdL will be representing the City in the TOT Audit Management process. The Finance Department will work with the Economic Development Manager to outreach to the hoteliers, and arrange for Finance Department staff to present an overview of the audit process at a meeting of the Chamber of Commerce Hotel Committee. The Hotel Committee includes general managers and sales directors from hotels throughout the city.

2. **Audits & Compliance** - Audits are prioritized based on analysis of TOT return data. HDL will be analyzing current plus 3 prior years of remittances. The first round of audits usually does not start until after the 3rd filing period processed by HdL, however key triggers during analysis can shorten that timeframe. The audit process typically mirrors the following process:
   a. Properties subjected to an audit are provided an “audit scheduling letter” which explains the process, establishes timelines, and informs them of the information the auditor will expect to see.
   b. Each provider will contact HdL to select a time window on a specific day, usually 2-3 hours, where the auditor will appear on site to review documentation
   c. Audit results are presented to the City with recommendations based on either a deficiency, warning, or a commendation. The City finalizes and certifies the dispensation of each audit.
   d. Upon certification of audits, each provider receives a commendation, warning, or deficiency notice, depending on the outcome of the review, and accounts and are processed accordingly.

The most recent TOT audit executed by the City of El Segundo, was conducted in 2011.
AGENDA DESCRIPTION:

Consideration and possible action to adopt a resolution authorizing the Mayor to sign a temporary employment agreement with Martha Dijkstra, former Human Resources Director, in conformance with California Public Employees Retirement System and state law requirements providing for Ms. Dijkstra to provide specialized duties related to labor negotiations.
(Fiscal Impact: Approximately $8,000.00)

RECOMMENDED COUNCIL ACTION:

1. Consideration and possible action to adopt a resolution authorizing the Mayor to sign a temporary employment agreement with Martha Dijkstra; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution
2. Employment Agreement

FISCAL IMPACT: ($8,000)

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>001-400-XXXX-XXXX</td>
</tr>
</tbody>
</table>

STRATEGIC PLAN:

<table>
<thead>
<tr>
<th>Goal:</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective:</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Mark Hensley, City Attorney
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The former Human Resources Director, Martha Dijkstra, retired on December 31, 2016. Ms. Dijkstra was employed by the City for approximately 8 years in the Human Resources Department. Over approximately the past three years she has provided direct assistance to, and attended, the labor negotiations with the numerous unions in the City. These negotiations are ongoing and the City Manager believes that Ms. Dijkstra’s continued involvement in these negotiations is necessary so that the City is properly represented in the process. She has specialized knowledge regarding the negotiations which could not be duplicated without someone being trained for months which would interfere with negotiations proceeding in an orderly and productive fashion.
Given Ms. Dijkstra retired from the California Public Employees’ Retirement System on December 31, 2016, there are a number of requirements that must be met to enable the City to employ her on a temporary basis: the City must make findings that because of Ms. Dijkstra’s specialized skills and knowledge that the requirements that she not be employed by the City for 180 days following her retirement (Government Code Section 7522.6) and that she not be re-employed by a PERS agency except to perform specialized duties (Government Code Section 21224), that she can be employed by the City. The attached resolution contains the necessary findings to allow Ms. Dijkstra to be employed by the City for carrying out the specialized duties related to labor negotiations.

Ms. Dijkstra will be paid at the hourly rate of $81.45 per hour which is allowable under PERS as the rate of pay may not be less than nor more than the amount paid for the Human Resources Director position ($68.11 to 81.45 per hour). Additionally she cannot work more than 960 hours in a CalPERS fiscal year. A draft employment agreement is attached consistent with the terms of this report. The estimated cost is based on service of four hours per week for a period of four months, serving in an as-needed advisory role to the City Manager and the Human Resources Director. This cost will be offset by the salary savings recognized during the period the Human Resources Director position was vacant.
RESOLUTION NO. 

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO, CALIFORNIA, AUTHORIZING AN EXCEPTION TO THE 180-DAY WAIT PERIOD FOR EMPLOYMENT OF A CalPERS RETIREE

WHEREAS, in compliance with Government Code section 7522.56 the City of El Segundo must provide the California Public Employees' Retirement System ("CalPERS") this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Martha Dijkstra resigned from the City of El Segundo in the position of Director of Human Resources, effective December 30, 2016, and retired with CalPERS effective December 31, 2016; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180- days after the retirement date, which is June 30, 2017; and

WHEREAS, section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentives; and

WHEREAS, the City Council of the City of El Segundo and Martha Dijkstra certify that Dijkstra has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council hereby appoints Martha Dijkstra as a retired annuitant to perform special duties of limited duration under Government Code section 21224 related to pending labor negotiations between the City of El Segundo and City employee labor organizations. The appointment shall be effective (date of appointment); and

WHEREAS, the entire employment agreement, contract or appointment document between Martha Dijkstra and the City of El Segundo has been reviewed by this body and is attached herein; and

WHEREAS, no matters issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum monthly base salary for employees performing comparable duties is $14,118 as set forth in the City's publicly available pay schedules and the hourly
equivalent is $81.45, and the minimum monthly base salary for employees performing comparable duties is $11,806.40 as set forth in the City’s publicly available pay schedules and the hourly equivalent is $68.11; and

WHEREAS, the hourly rate paid to Martha Dijkstra will be $81.45; and

WHEREAS, Martha Dijkstra has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City of El Segundo City Council hereby certifies the nature of the appointment of Martha Dijkstra as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed role of a labor negotiator for the City of El Segundo because Ms. Dijkstra has specialized knowledge of the pending complex labor negotiations between the City and several bargaining groups. Ms. Dijkstra’s experience, leadership, and knowledge are needed to provide continuity for the negotiations until the conclusion of negotiations, or until a new Human Resources Director may be able to fully undertake the complex negotiations.

APPROVED and PASSED this ___ th day of January, 2016

City of El Segundo, California

Suzanne Fuentes, Mayor

ATTEST:

Tracey Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
CITY OF EL SEGUNDO

EMPLOYMENT AGREEMENT FOR LABOR NEGOTIATION SERVICES

THIS EMPLOYMENT AGREEMENT FOR LABOR NEGOTIATION SERVICES ("Agreement") is made and entered into as of this 17th day of January, 2017 by and between the City of El Segundo, a California general law city ("City"), and Martha Dijkstra ("Dijkstra").

RECITALS

A. Pursuant to Government Code sections 7522.56 and 21224, City desires to employ Dijkstra, a California Public Employees' Retirement System (CalPERS) retiree, on an interim basis to provide labor negotiation services.

B. Pursuant to Government Code sections 7522.56 and 21224, the City Council finds that the position of providing labor negotiation services requires specialized skills and experience and that Dijkstra possesses the skills needed to perform this function.

C. Dijkstra desires to accept appointment to the position under the terms and conditions set forth below.

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

1. Duties. City hereby employs Dijkstra to provide labor negotiation services. She will take direction from the City Manager and City Council as applicable.

2. Work Schedule. Dijkstra is expected to engage in the hours of work that are necessary to fulfill the duties and obligations of the position. Dijkstra shall be available during normal City business hours and shall be available for attendance at City Council and other meetings during non-business hours as may be necessary. Dijkstra acknowledges that her duties will often require performance of services outside of normal business hours.

3. Work Restrictions. It is the understanding of the parties that Dijkstra is a retiree in the California Public Employees' Retirement System and, consequently, she may not work more than 960 hours for public agency members of CalPERS within the fiscal year occurring during the term of this Agreement without impacting her retirement benefits and having to be enrolled in CalPERS as an active employee. Accordingly, under no circumstances may Dijkstra work more than 960 hours during any City fiscal year, including any time served in other interim appointments. Dijkstra shall keep accurate time records of her hours worked to ensure that she does not exceed 960 hours within any fiscal year that occurs during the term of this Agreement and for payroll purposes. Dijkstra further represents that she will not perform work for any other public agency member of CalPERS during the term of this Agreement. If a controversy arises between Dijkstra and CalPERS regarding the impact of this Agreement and the services provided
for herein on the nature of CalPERS retirement terms or benefits, the City shall have no obligation to intervene in or to defend or prosecute such dispute.

4. **Term.** Subject to earlier termination as provided for in this Agreement, Dijkstra shall be employed for a term beginning January 17, 2017 and ending when this Agreement is terminated as provided for herein.

5. **Compensation.** For services rendered pursuant to this Agreement, City agrees to pay Dijkstra compensation of $81.45 per hour, which amount is in conformance with the requirements of Government Code section 7522.56(d). This hourly rate does not fall below the minimum or exceed the maximum or monthly base salary paid to other previous employees performing comparable duties as listed on a publicly available pay schedule for the Human Resources Director position, divided by 173.333. Dijkstra shall not receive from the City any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate set forth herein. The hourly wages paid pursuant to this Agreement are subject to all applicable tax and income withholdings and deductions in accordance with applicable law.

6. **Benefits.** Dijkstra hereby waives all benefits provided to City employees, including retirement contribution, health/medical insurance, dental insurance, life and disability insurance, sick leave, vacation, unemployment insurance and similar benefits. Dijkstra recognizes that Government Code section 21224 provides that a retired person appointed to provide specialized duties pursuant to that subdivision may not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate.

7. **Termination.** The City Manager may terminate this Agreement at any time with or without cause. Dijkstra may terminate this Agreement at any time with or without cause provided, however, he shall endeavor to provide the City Manager with at least thirty days advance written notice prior to the effective date of termination. Dijkstra agrees that she shall not be entitled to any severance pay as the result of the termination of this Agreement for any reason whatsoever.

8. **At-will Employment/FLSA Exempt.** Dijkstra shall serve at the will and pleasure of the City Manager and understands he is an “at-will” employee subject to summary dismissal without any right of notice or hearing, including any so-called “Skelly” hearing. Dijkstra will not acquire any property interest in the position of providing labor negotiation services and is employed solely on a temporary basis to perform specialized services in accordance with Government Code sections 21224. Dijkstra further understands and agrees that his position is that of an exempt employee for purposes of the Fair Labor Standards Act.

9. **Certification Regarding Prior Unemployment Benefits.** In accordance with Government Code section 7522.56(e)(1), Dijkstra certifies and warrants to City that he has not received any unemployment insurance payments for retired annuitant work for any public employer within the twelve months prior to his appointment date under this Agreement.
10. **Reimbursable Expenses.** Dijkstra shall be entitled to reimbursement for reasonable costs or expenses incurred in the performance of his duties (including but not limited to, expenses related to attending meetings on behalf of the City and attendance at professional and other governmental organizations relating to cities) that are supported by written documentation in accordance with established policies and customary practices of the City.

11. **Conflicts Prohibited.** During the term of this Agreement, Dijkstra shall not engage in any business or transaction or maintain any financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Dijkstra’s duties under this Agreement. Dijkstra shall comply with all requirements of law, including but not limited to the Political Reform Act (Gov’t Code § 87100, et seq.), Government Code sections 1090 and 1126, and all other similar statutory or administrative rules. Dijkstra represents and warrants that he has no financial, contractual or other interest or obligation that conflicts with or is harmful to the performance of his obligations under this Agreement.

12. **Indemnification.** For the purposes of indemnification and defense of legal actions that may be brought against Dijkstra in the future arising from Dijkstra’s employment with the City, Dijkstra shall be considered an employee of the City and shall be entitled to the same rights as other employees of the City as set forth in the Government Code.

13. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be personally served or sent by U.S. Mail, first class postage prepaid, to the following address:

   **To City:**
   City of El Segundo
   250 Main Street
   El Segundo, CA
   Attn: City Manager

   **To Tavera:**
   Martha Dijkstra
   250 Main Street
   El Segundo, California

   Notices shall be deemed given as of the date of personal service or upon the date of deposit in the United States Mail.

14. **Entire Agreement.** This Agreement supersedes any and all prior understandings or agreements, written or oral, between the parties, and contains all of the covenants and agreements between the parties regarding the subject matter herein. Each party acknowledges that no promises, representations, inducements or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth herein. No modification to this Agreement shall be effective unless reduced to writing and signed by both parties.

15. **Severability.** In the event any provision of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force an effect.
16. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.

17. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The exclusive venue for all disputes arising from or related to this Agreement shall be the Superior Court for the County of Los Angeles.

18. **Interpretation.** Each party and its counsel (if sought) have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

19. **Effect of Agreement on CalPERS Retirement Benefits.** City makes no representation on the impact, if any, this Agreement shall or may have upon Dijkstra’s CalPERS retirement benefits, status, duties and/or obligations. Dijkstra acknowledges that in entering into this Agreement, he has not relied upon any such representations in assessing the CalPERS-related impact of his employment. Therefore, Dijkstra releases City from any and all CalPERS-related claims or liabilities that may arise in connection with his employment pursuant to this Agreement.

20. **Independent Legal Advice.** City and Dijkstra represent and warrant to each other that each has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party’s own judgment and advice of independent legal counsel (if sought).

[SIGNATURES ON FOLLOWING PAGE]

**CITY OF EL SEGUNDO**

[Signed]

Suzanne Fuentes, Mayor

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**Martha Dijkstra**

[Signed]
ATTEST:

Trach Weaver, City Clerk

APPROVED AS TO FORM:

Mark Hensley, City Attorney