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, JULY 17, 2018 – 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): -1- matters.


DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): -1- matters

1. Public Employee Performance Evaluation
   Title: City Manager

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): -0-matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -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 (unrepresented groups).

Agency Designated Representative: Irma Moisa Rodriguez, City Manager, Greg Carpenter and Human Resources Director.
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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JULY 17, 2018 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor George Lopez, The Bridge Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Pirsztuk
PRESENTATIONS

a) Proclamation – July is Parks Make Life Better Month

b) Presentation – New Police Officer, Josh Gilberts

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. 1203, and Zone Text Amendment No. 18-02 to amend certain sections of the El Segundo Municipal Code pertaining to outdoor dining, allowed setback encroachments, and required parking for accessory uses in the Light Industrial (M-1) zone.

Pursuant to the provisions of the California Environmental Quality Act, the proposed zone text amendment is not subject to CEQA pursuant to Section 15060(c)(2) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment. Address: Light Industrial (M-1) Zone of El Segundo.
(Fiscal Impact: None with this action.)
Recommendation – 1) Conduct a public hearing; 2) Take testimony and other evidence as presented; 3) Introduce an Ordinance (Zone Text Amendment No. ZTA 18-02) amending the Light Industrial section of the El Segundo Municipal Code; 4) Schedule second reading and adoption of the Ordinance for August 7, 2018; 5) Alternatively, discuss and take other possible action related to this item.
C. UNFINISHED BUSINESS

2. Consideration and possible action to continue the discussion of the Social Host Liability Ordinance.  
(Fiscal Impact: None)  
Recommendation – 1) Postpone discussion of the proposed Social Host Liability Ordinance to the August 21, 2018, City Council meeting; 2) Alternatively, discuss and take other possible action related to this item.

3. Consideration and possible action to (1) determine the scope of services and schedule for the Residential Solid Waste Collection Request for Proposals, (2) receive an update on the development of a Proposition 218 ballot to establish a maximum $20 monthly fee upon eligible residential dwellings for solid waste collection services, and (3) authorize the City Manager to execute an amendment to the Franchise Agreement with Republic Services to continue providing services under the current Agreement on a month-to-month basis for up to six months (through April 30, 2019).  
(Fiscal Impact: To Be Determined)  
Recommendation – 1) Determine the scope of services and schedule for the Residential Solid Waste Collection Request for Proposals; 2) Receive an update on the development of a Proposition 218 ballot to establish a maximum $20 monthly fee upon eligible residential dwellings for solid waste collection services; 3) Authorize the City Manager to execute an amendment to the Franchise Agreement with Republic Services to continue providing services under the current Agreement on a month-to-month basis for up to six months (through April 30, 2019); 4) Alternatively, discuss and take other possible action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

4. Consideration and possible action to adopt a resolution revising the Environmental Committee By-Laws.  
(Fiscal Impact: None)  
Recommendation – 1) Adopt a resolution amending the Environmental Committee’s By-Laws; 2) Alternatively, discuss and take other possible action related to this item.

5. Consideration and possible action to announce the appointments to the Library Board of Trustees and Economic Development Advisory Council.  
(Fiscal Impact: None)  
Recommendation – 1) Announce the appointees; 2) 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.

6. Warrant Numbers 3021645 through 3021828 and 9000453 through 9000454 on Register No. 18 in the total amount of $1,163,386.12 and Wire Transfers from 6/11/18 through 6/24/18 in the total amount of $2,220,135.71 and Warrant Numbers 3021829 through 3021991 and 9000455 through 9000492 on Register No. 19 in the total amount of $828,040.65 and Wire Transfers from 6/25/18 through 7/8/18 in the total amount of $1,000,321.75

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.

7. Special City Council Minutes of June 13, 2018 (2 sets - Continued meeting regarding Social Host Ordinance and Strategic Planning Session) Regular City Council Meeting Minutes of June 19, 2018 and Special City Council Minutes of June 25, 2018.

Recommendation – 1) Approval

8. Consideration and possible action to adopt a Resolution approving Plans and Specifications for the Water Main Improvement on Cedar Street and Walnut Avenue, Project No. PW18-10.

(Fiscal Impact: To Be Determined)

Recommendation – 1) Adopt the attached Resolution approving Plans and Specifications for Water Main Improvements on Cedar Street and Walnut Avenue. (Project No. PW 18-10); 2) Alternatively, discuss and take other possible action related to this item.

9. Consideration and possible action to (1) adopt a Resolution approving Plans and Specifications for the Library Wi-Fi and Reading Lounge Renovation Project, (2) Authorize staff to purchase library-approved furniture in the amount not to exceed $66,246.05. Project No. PW 18-04.

(Fiscal Impact: To Be Determined)

Recommendation – 1) Adopt the attached Resolution approving Plans and Specifications for the Library Wi-Fi and Reading Lounge Renovation Project (Project No. PW 18-04) and authorize advertising for bids; 2) Pursuant to El Segundo Municipal Code 1-7-9C, waive the bidding process and authorize the City Manager to issue a purchase order with J.K. Miklin Inc. dba Yamada Enterprises piggybacking on an existing County of San Bernardino FAS Standard
Contract No. 16-153 to purchase furniture in the amount not to $66,246.05; 3) Approve transferring $46,000 from 001-400-6101-4101 (Library Salary Fulltime) to 301-400-8201-8417 (Library Wi-Fi Zone); 4) Authorize the City Manager or designee to repurpose, sell, or auction the Library's old furniture/bookshelves that will no longer apply to the project's improvement; 5) Alternatively, discuss and take other possible action related to this item.

10. Consideration and possible action to terminate the Residential Sound Insulation (RSI) Program and authorize the City Manager to take any actions needed to terminate the program, including but not limited to: 1) terminate existing agreements and notify applicable residents, 2) eliminate the RSI Manager position, and 3) direct staff to work with Los Angeles World Airport (LAWA) to transition to take over the responsibility of treating the remaining applicable homes.

(Fiscal Impact: $50,000)

Recommendation – 1) Terminate the Residential Sound Insulation (RSI) Program; 2) Authorize the City Manager to take any actions needed to effectuate the termination of the program, including but not limited to: 1) terminate existing agreements and notify applicable residents, 2) eliminate the RSI Manager position, and 3) direct staff to work with Los Angeles World Airport (LAWA) to transition to take over the responsibility of treating remaining applicable residents; 4) Alternatively, discuss and take other possible action related to this item.

11. Consideration and possible action to receive and file report on revised Scope of Work to the Los Angeles County Metropolitan Transit Authority (Metro) related to a pending Transit Oriented Development Planning Grant and Metro's response.

(Fiscal Impact: None)

Recommendation – 1) Receive and file report regarding pending Metro grant; 2) Alternatively, discuss and take other possible action related to this item.

F. NEW BUSINESS

12. Consideration and possible action to receive a presentation by both staff and a representative of the Bird Scooter Company on the impact of the Bird Scooters (motorized scooters that people pay to ride – they are operated from a standing position similar to a skateboard with handlebars) within the El Segundo Community.

(Fiscal Impact: Unknown)

Recommendation – 1) Receive and file presentation; 2) Provide direction to staff with regard to whether to continue to allow Bird to continue its operations as it affects City property; 3) Alternatively, discuss and take other possible action related to this item.
13. Consideration and possible action to adopt a policy for City elected and appointed officials regarding electronic communications related to City business.
(Fiscal Impact: $5,000.00 initial set-up fee and $5,000.00 annually)
Recommendation – 1) Consideration and possible action to adopt a resolution, adopting the Elected Officials, Committees, Commissions and Boards Electronic Communications Policy; 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 Pimentel –

Council Member Nicol –

Council Member Brann –

Mayor Pro Tem Pirsztuk –
Mayor Boyles –

14. Consideration and possible action to send a letter of support of the South Bay Cities Council of Governments’ (SBCCOG) to Metro for their planned modifications of the Green Line service.
   (Fiscal Impact: None)

   Recommendation – 1) Discuss whether or not the City Council should send a letter of support of the SBCCOG’s opposition for Metro for their planned modifications to Green Line service; 2) Alternatively, discuss and take other possible action related to this item.

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MEMORIALS –

CLOSED SESSION

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

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 7/12/18

TIME: 10:50am

NAME: [Signature]
Proclamation

City of El Segundo, California

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of El Segundo; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the City of El Segundo recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, on this 17th day of July, 2018, the Mayor and the Members the City Council of the City of El Segundo, California hereby proclaims the month of July 2018 as Parks and Recreation Month and in doing so, urges all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.

Mayor Drew Boyles

Mayor Pro Tem Carol Pirsztuk

Council Member Dr. Don Brann

Council Member Chris Pimentel

Council Member Scot Nicol
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: July 17, 2018
AGENDA HEADING: Public Hearing

AGENDA DESCRIPTION:

Zone Text Amendment to the Light Industrial Zone
Consideration and possible action regarding Environmental Assessment No. 1203, and Zone Text Amendment No. 18-02 to amend certain sections of the El Segundo Municipal Code pertaining to uses, allowed setback encroachments, and required parking for accessory uses in the Light Industrial (M-1) zone.

Pursuant to the provisions of the California Environmental Quality Act, the proposed zone text amendment is not subject to CEQA pursuant to Section 15060(c)(2) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Address: Light Industrial (M-1) Zone of El Segundo

(Fiscal Impact: None with this action)

RECOMMENDED COUNCIL ACTION:

1. Conduct a public hearing;
2. Take testimony and other evidence as presented; and,
3. Introduce an Ordinance (Zone Text Amendment No. ZTA 18-02) amending the Light Industrial section of the El Segundo Municipal Code;
4. Schedule second reading and adoption of the Ordinance for August 7, 2018; and/or
5. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Proposed Ordinance No. ...
2. Planning Commission Resolution No. 2839
3. Planning Commission Staff Report, dated June 14, 2018 (without attachments)
4. Draft plans and renderings
5. Zoning Map

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

STRATEGIC PLAN:
Goal: Champion Economic Development and Fiscal Sustainability
Objective: The City will 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.
INTRODUCTION/BACKGROUND

The proposed amendments are a result of a request by the owners of 2333 Utah Avenue, and includes amending three sections of the El Segundo Municipal Code ("ESMC") regarding the Light Industrial zone. On June 14, 2018, the Planning Commission conducted a public hearing to consider the amendments to the Zoning Code related to the requirements for outdoor dining areas; reducing the required setbacks; and, revising how parking requirements for accessory uses are tabulated. After discussing the proposed amendments, the Planning Commission on a 4-0 vote\(^1\) adopted Resolution No. 2839 (attached) recommending that the City Council approve the zone text amendments. Since the project includes amending the city’s Zoning Code, the City Council is the decision-making body. Therefore, it is now before the City Council for consideration.

DISCUSSION:

ZONE TEXT AMENDMENT

The M-1 zone is comprised of approximately 325 acres in the eastern quadrants of the City, and is primarily developed with industrial, manufacturing and office uses, as allowed by the Zoning Code. There are three sections in the Code that are proposed to be amended by this application, and are all limited to the M-1 zone.

Outdoor Dining

The first is the removal of the Conditional Use Permit requirement for outdoor dining areas that exceed 200 square feet. Approval of this code amendment would result in CUPs no longer being required for outdoor dining areas in the M-1 Zone, which Staff believes is prudent for the following reasons:

1) The City has historically approved all requests for outdoor dining areas;

2) The CUP process costs the applicant several thousand dollars in the preparation of submittal requirements and in fees;

3) Outdoor dining is generally considered to be a sign of life in an urban setting; and,

4) A relaxed allowance gives greater flexibility to property owners who wish to add on-site amenities in otherwise amenity-poor areas.

Although the M-1 zone is intended primarily for industrial uses, there is an increasing demand for office space, which carries a higher employee population. As the daytime

\(^{1}\) The Planning Commission is currently comprised of four members due to the election of Planning Commissioner Scot Nicol, to the City Council,
population increases, so does the demand for nearby amenities, including dining options. Given that both offices and restaurants are already permitted by right in the M-1 zone, staff believes that it would be a catalyst for the M-1 zone if the City were to remove hindrances for eating establishments with outdoor dining.

M-1 Setback Encroachments

The next section recommended to be amended is to the permitted setback encroachments. The recommendation includes allowing outdoor dining areas to encroach into setbacks, provided that a minimum 5-foot setback is maintained to the property line. These areas would be permitted to be covered by non-solid trellises, pergolas, retractable awnings or other similar covers. These encroachments are consistent with the development standards for the properties in the adjacent MU-S zone that were adopted in 2016 and facilitated the development of the Apollo Landing project on Rosecrans Avenue, which contains outdoor dining areas within the setbacks of the property. Thus, Staff believes that the amendment will provide for enhanced building features and amenities, which will bring more pedestrian activity outside the buildings and closer to the street, thereby improving the appearance and feel of the environment. Lastly, the amendment would provide property owners within the zone with the ability to utilize large portions of their land, thus activating their frontages and enlivening the street, resulting in improved appearance, enhanced amenities within walking distance of workplaces, and a more pedestrian-friendly environment.

Required Parking for Accessory Uses

The last section recommended to be amended is related to the permitted accessory uses and the associated required parking. In every zone, the first permitted accessory use reads “Any use customarily incidental to a permitted use.” Staff proposes that this be modified to read: “Any permitted use, or any use customarily incidental to a permitted use.” Although this is currently applied in practice, staff believes it is necessary that this be stated explicitly because the proposed amendment involves parking requirements for accessory uses. It is proposed that accessory uses be parked at the rate of the primary use of the property. Staff proposes that this reduction on parking for accessory uses be limited to an area not to exceed 20 percent of the gross floor area of the building. This would provide needed flexibility to property owners who wish to diversify the use of their buildings, as well as provide their employees with amenities without being faced with parking requirements. For example, this change would allow a building to have a small accessory use (such as a café) without the need to provide for the additional required parking.

ENVIRONMENTAL REVIEW:

The proposed zone text amendment is not subject to CEQA pursuant to Section 15060(c)(2) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment.
ORDINANCE NO. ___

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE
SECTION 15-2-7 AND CHAPTER 15-6A TO: REMOVE THE
REQUIREMENT THAT OUTDOOR DINING AREAS OBTAIN A CUP IN
THE M-1 ZONE; REDUCE THE REQUIRED SETBACKS FOR OUTDOOR
DINING AREAS IN THE M-1 ZONE; AND, REVISE HOW PARKING
REQUIREMENTS FOR ACCESSORY USES ARE TABULATED IN THE
M-1 ZONE.

ZONE TEXT AMENDMENT 18-02

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

SECTION 1: The Council finds and declares as follows:

A. On March 8, 2018, Mike Jones submitted an application to amend Title 15
of the Municipal Code in order to allow the construction of a 2,262 square-
foot outdoor dining area in the front-yard setback of 2333 Utah Avenue;

B. The project applications were 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. The City reviewed the project’s environmental impacts under the California
Environmental Quality Act (California Public Resources Code §§ 21000, et
seq., “CEQA”) and the regulations promulgated thereunder (14 California
Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”);

D. On June 14, 2018, the Planning Commission held a public hearing to
receive public testimony and other evidence regarding the application
including information provided by city staff; and, adopted Resolution No.
2839 recommending that the City Council approve the proposed
amendments;

E. On July 17th, 2018, the City Council held a public hearing and considered
the information provided by City staff and public testimony regarding this
Ordinance; and

F. This Ordinance and its findings are made based upon the entire
administrative record including testimony and evidence presented to the
City Council at the public hearing and the staff report submitted by the
Planning and Building Safety Department.

SECTION 2: Factual Findings and Conclusions. The Commission finds that the following
facts exist:
A. The property is currently developed with a 46,703 square foot industrial building that is in the process of converting almost entirely to office use.

B. The proposed café is proposed to cover 1,690 net square feet of interior and 2,262 square feet of outdoor area.

C. The zone is intended to provide for the location and grouping of light industrial activities, research, and technological processes, related offices, and auxiliary uses performing support services for existing and permitted establishments, companies or business firms within the zone.

D. "Restaurant" is a permitted primary use and a permitted accessory use. The allowance helps fulfill the purpose of the zone by providing for the possibility of auxiliary uses that perform support service for employees in the area.

E. Zone Text Amendment No. 18-02 amends Section 15-2-7 (General Provisions) by allowing outdoor dining areas be permitted to come within five feet of property lines in the M-1 Zone.

F. Zone Text Amendment No. 18-02 amends Section 15-6A (Light Industrial Zone) by 1) removing the requirement that outdoor dining areas greater than 200 square feet obtain a conditional use permit, 2) codifying staff's current practice of allowing permitted uses as accessory uses, and 3) limiting allowance of accessory uses to be parked at the rate of the primary use of the building to an area not greater than twenty percent of its gross floor area.

SECTION 3: General Plan Findings. As required under Government Code § 65454 the proposed amendment of the Light Industrial (M-1) zone is consistent with the City's General Plan as follows:

A. Goal LU-1: Maintain El Segundo’s "small town" atmosphere, and provide an attractive place to live and work.  
The proposed amendment allows the possibility for a more attractive work environment for those who work in and near the M-1 zone by facilitating outdoor dining spaces, which serve as convenient and pleasant amenities to workers and visitors. Further, these spaces result in gatherings of people in publically visible places in parts of the city that are oftentimes devoid of human activity.

B. Objective LU4-4: Provide areas where development has the flexibility to mix uses, in an effort to provide synergistic relationships which have the potential to maximize economic benefit, reduce traffic impacts, and encourage pedestrian environments.  
The allowance of dining areas within setbacks of M-1 zoned properties provides this flexibility. Currently there are very few eateries or casual
gathering areas within these parts of the City. The amendment will allow large outdoor gathering areas specifically as amenities for employees and for those who work within walking distances. Since these dining areas will cater to the workforce that is already present onsite or near the sites, there would be a reduction of vehicle trips since workers would not have to drive to other parts of the city.

C. **Policy LU5-3.1 Revitalize and upgrade industrial areas which contain aesthetic or functional deficiencies in such areas as landscaping, off-street parking, or loading areas.**

Aesthetic deficiencies persist within the M-1 zone, despite much of it being in compliance with current code. The allowance of street-front patios offers property owners a low-cost opportunity to activate their existing frontages with human activity, thus creating a more inviting environment and improving the aesthetic quality of the building and the street.

**SECTION 4: Zone Text Amendment Findings.** In accordance with ESMC § 15-26-4 and based on the findings set forth in Section 2, the proposed Zone Text Amendment is consistent with the goals, policies, and objectives of the General Plan as follows:

A. The amendments are consistent with the purpose of the ESMC, which is to serve the public health, safety, and general welfare and to provide the economic and social advantages resulting from an orderly planned use of land resources. In addition, it is consistent with the purpose of the Light Industrial (M-1) Zone in that it allows for greater flexibility for “auxiliary uses [which seek to] perform support services for existing and permitted establishments.”

B. The amendments are necessary to facilitate the development process and ensure the orderly establishment of new uses and the development of outdoor dining areas in the M-1 Zone that are compatible with surrounding properties and the public right-of-way.

**SECTION 5: Title 15, Chapter 2, Section 7 (General Provisions) of the El Segundo Municipal Code is amended as follows:**

* * *

E. **Urban Mixed Use South (MU-S) and Light Industrial (M-1) Zones:** In addition to other encroachments in nonresidential zoning districts, stairs; pedestrian ramps; and related safety guardrails; patios, decks, and similar outdoor areas used as gathering spaces; and outdoor dining areas, may be located within setback areas as follows:

1. Stairs, pedestrian ramps, and related safety guardrails must maintain at least a three foot (3') distance to a lot line.
2. Patios, decks, and similar outdoor areas used as gathering spaces, and outdoor dining areas must be enclosed by walls, fences, and/or hedges. These may be up to three feet six inches (3'6") in height and maintain at least a five foot (5') distance to a property line. Walls, fences, and/or hedges may exceed three feet six inches (3'6") in height, provided that the portion exceeding three feet six inches (3'6") in height is of a transparent or translucent material, subject to the review and approval of the Director of Planning and Building Safety. These areas may be covered by a nonsolid trellis or pergola; or by a retractable awning, large umbrella or other similar nonpermanent cover which provides protection from rain, subject to the approval by the Director of Planning and Building Safety.

* * *

SECTION 6: Title 15, Chapter 6A, Section 3 (Permitted Accessory Uses in M-1) of the El Segundo Municipal Code is amended as follows:

PERMITTED ACCESSORY USES:

A. Any permitted use, or any use customarily incidental to a permitted use.

B. Cafes.

C. Outdoor dining areas pursuant to the standards contained in Section 15-2-7E

C-D. Drive-through or walk-up services, including financial operations, but excluding drive-through restaurants.

D-E. Open storage of commodities sold or utilized on the premises.

E-F. Other similar uses approved by the Director of Community, Economic and Development Services, as provided by chapter 22 of this title.

* * *

SECTION 7: Title 15, Chapter 6, Article A, Section 5 (Conditionally Permitted Uses in M-1):

The following uses shall be allowed subject to obtaining a conditional use permit, as provided by chapter 23 of this title:

A. Any use permitted in the MU, CO, C-3, C-2 and C-RS Zones, except residential uses and sexually oriented businesses.
B. Animal boarding.

C. Dog daycare (outdoor).

D. Drive-through restaurants.

E. Freight forwarding, transfer, trucking yards or terminals.

F. Helicopter landing facilities subject to the provisions of section 15-2-13 of this title.

G. Outdoor dining areas for restaurants, except cafes, that are larger than two hundred (200) square feet.

GH. Service stations, if a five-hundred-feet-(500') minimum distance from any residential zoned property is provided. This distance criteria does not apply to properties east of Sepulveda Boulevard.

HI. Other similar uses approved by the Director, as provided by chapter 22 of this title.

SECTION 8: Title15, Chapter 6, Article A, Section 7, Part D:

* * *

1. Front Yard: 25-foot minimum. Encroachments are allowed pursuant to Sections 15-2-7 and 15-2-14B. Off-street parking and outdoor dining may encroach upon the required setback area, but may not diminish the setback area nor diminish the required amount of landscaping.

* * *

SECTION 9: Title15, Chapter 6A, Section 3

An area equivalent to 20% of the gross floor area of the building that is devoted to accessory use(s) may be parked at the rate of the building's primary use. In cases of uncertainty or ambiguity, the director will determine whether an area is accessory.

* * *

SECTION 10: 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 11: 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 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 12: This Ordinance will become effective on the 31st day following its passage and adoption.

PASSED AND ADOPTED this 17th day of July, 2018.

______________________________
Drew Boyles, Mayor

APPROVED AS TO FORM:

______________________________
Mark D. Hensley, City Attorney

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. __________ was duly introduced by said City Council at a regular meeting held on the ___ day of __________ 2018, 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 __________, 2018, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
Tracy Weaver, City Clerk
RESOLUTION NO. 2839

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE SECTION 15-2-7 AND CHAPTER 15-6A TO: REMOVE THE REQUIREMENT THAT OUTDOOR DINING AREAS OBTAIN A CONDITIONAL USE PERMIT IN THE M-1 ZONE; REDUCE THE REQUIRED SETBACKS FOR OUTDOOR DINING AREAS IN THE M-1 ZONE; AND, REVISE HOW PARKING REQUIREMENTS FOR ACCESSORY USES ARE TABULATED IN THE M-1 ZONE.

ZONE TEXT AMENDMENT 18-02

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

SECTION 1: The Planning Commission finds and declares that:

A. On March 8, 2018, Mike Jones submitted an application to amend Title 15 of the Municipal Code in order to allow the construction of a 2,262 square-foot outdoor dining area in the front-yard setback of 2333 Utah Avenue;

B. The project applications were 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. The City reviewed the project’s environmental impacts under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”);

D. The Planning Commission of the City of El Segundo held a noticed public hearing on June 14, 2018, to review and consider the staff report prepared for the Project, receive public testimony, and review all correspondence received on the Project; and,

F. This Resolution, and its findings, are made, in part, based upon the evidence presented to the Commission at its June 14, 2018 public hearing, including the staff report submitted by the Planning and Building Safety Department.

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

A. The property is currently developed with a 46,703 square foot industrial building that is in the process of converting almost entirely to office use.
B. The proposed café is proposed to cover 1,690 net square feet of interior and 2,262 square feet of outdoor area.

C. The zone is intended to provide for the location and grouping of light industrial activities, research, and technological processes, related offices, and auxiliary uses performing support services for existing and permitted establishments, companies or business firms within the zone.

D. "Restaurant" is a permitted primary use and a permitted accessory use. The allowance helps fulfill the purpose of the zone by providing for the possibility of auxiliary uses that perform support service for employees in the area.

E. Zone Text Amendment No. 18-02 amends Section 15-2-7 (General Provisions) by allowing outdoor dining areas be permitted to come within five feet of property lines in the M-1 Zone.

F. Zone Text Amendment No. 18-02 amends Section 15-6A (Light Industrial Zone) by 1) removing the requirement that outdoor dining areas greater than 200 square feet obtain a conditional use permit, 2) codifying staff's current practice of allowing permitted uses as accessory uses, and 3) limiting allowance of accessory uses to be parked at the rate of the primary use of the building to an area not greater than twenty percent of its gross floor area.

SECTION 3: General Plan Findings. As required under Government Code § 65454 the proposed amendment of the Light Industrial (M-1) zone is consistent with the City's General Plan as follows:

A. Goal LU-1: Maintain El Segundo's "small town" atmosphere, and provide an attractive place to live and work.
The proposed amendment allows the possibility for a more attractive work environment for those who work in and near the M-1 zone by facilitating outdoor dining spaces, which serve as convenient and pleasant amenities to workers and visitors. Further, these spaces result in gatherings of people in publically visible places in parts of the city that are oftentimes devoid of human activity.

B. Objective LU-4: Provide areas where development has the flexibility to mix uses, in an effort to provide synergistic relationships which have the potential to maximize economic benefit, reduce traffic impacts, and encourage pedestrian environments.
The allowance of dining areas within setbacks of M-1 zoned properties provides this flexibility. Currently there are very few eateries or casual gathering areas within these parts of the City. The amendment will allow large outdoor gathering areas specifically as amenities for employees and
for those who work within walking distances. Since these dining areas will cater to the workforce that is already present onsite or near the sites, there would be a reduction of vehicle trips since workers would not have to drive to other parts of the city.

C. Policy LU5-3.1 Revitalize and upgrade industrial areas which contain aesthetic or functional deficiencies in such areas as landscaping, off-street parking, or loading areas.
Aesthetic deficiencies persist within the M-1 zone, despite much of it being in compliance with current code. The allowance of street-front patios offers property owners a low-cost opportunity to activate their existing frontages with human activity, thus creating a more inviting environment and improving the aesthetic quality of the building and the street.

SECTION 4: Zone Text Amendment Findings. In accordance with ESMC § 15-26-4 and based on the findings set forth in Section 2, the proposed Zone Text Amendment is consistent with the goals, policies, and objectives of the General Plan as follows:

A. The amendments are consistent with the purpose of the ESMC, which is to serve the public health, safety, and general welfare and to provide the economic and social advantages resulting from an orderly planned use of land resources. In addition, it is consistent with the purpose of the Light Industrial (M-1) Zone in that it allows for greater flexibility for "auxiliary uses [which seek to] perform support services for existing and permitted establishments."

B. The amendments are necessary to facilitate the development process and ensure the orderly establishment of new uses and the development of outdoor dining areas in the M-1 Zone that are compatible with surrounding properties and the public right-of-way.

SECTION 5: Recommendation. The Planning Commission recommends that the City Council adopt the ordinance in a form substantially similar to the draft attached as Exhibit "A," which is incorporated into this resolution by reference.

SECTION 6: Environmental Assessment. Based on the facts set forth in Section 2, the zone text amendment is not subject to CEQA pursuant to Section 15060(c)(2) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment.

SECTION 7: Reliance on Record. Each of the findings and determination 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 Planning Commission in all respects; and

Page 3 of 10
SECTION 8: Limitations. The Planning Commission’s analysis and evaluation of the project is based on information available at the time of the decision. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. In all instances, best efforts have been made to form accurate assumptions.

SECTION 9: This Resolution takes effect immediately and will remain effective until superseded by a subsequent resolution.

SECTION 10: The Commission secretary is directed to mail a copy of this Resolution to any person requesting a copy.

SECTION 11: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

PASSED, APPROVED AND ADOPTED this 14th day of June 2018.

Ryan Baldino, Chairperson
City of El Segundo Planning Commission

ATTEST:

Sam Lee, Secretary

Baldino - Aye
Hoeschler - Aye
Newman - Aye
Wingate - Aye

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

By:
David King, Assistant City Attorney
EXHIBIT "A"

DRAFT ORDINANCE NO. ___

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE SECTION 15-2-7 AND CHAPTER 15-6A TO: REMOVE THE REQUIREMENT THAT OUTDOOR DINING AREAS OBTAIN A CUP IN THE M-1 ZONE; REDUCE THE REQUIRED SETBACKS FOR OUTDOOR DINING AREAS IN THE M-1 ZONE; AND, REVISE HOW PARKING REQUIREMENTS FOR ACCESSORY USES ARE TABULATED IN THE M-1 ZONE.

ZONE TEXT AMENDMENT 18-02

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

SECTION 1: The Council finds and declares as follows:

A. On March 8, 2018, Mike Jones submitted an application to amend Title 15 of the Municipal Code in order to allow the construction of a 2,262 square-foot outdoor dining area in the front-yard setback of 2333 Utah Avenue;

B. The project applications were 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. The City reviewed the project’s environmental impacts under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”);

D. On June 14, 2018, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the application including information provided by city staff; and, adopted Resolution No. 2839 recommending that the City Council approve the proposed amendments;

E. On ____________, the City Council held a public hearing and considered the information provided by City staff and public testimony regarding this Ordinance; and

F. This Ordinance and its findings are made based upon the entire administrative record including testimony and evidence presented to the City Council at the public hearing and the staff report submitted by the Planning and Building Safety Department.
SECTION 2: Factual Findings and Conclusions. The Commission finds that the following facts exist:

G. The property is currently developed with a 46,703 square foot industrial building that is in the process of converting almost entirely to office use.

H. The proposed café is proposed to cover 1,690 net square feet of interior and 2,262 square feet of outdoor area.

I. The zone is intended to provide for the location and grouping of light industrial activities, research, and technological processes, related offices, and auxiliary uses performing support services for existing and permitted establishments, companies or business firms within the zone.

J. "Restaurant" is a permitted primary use and a permitted accessory use. The allowance helps fulfill the purpose of the zone by providing for the possibility of auxiliary uses that perform support service for employees in the area.

K. Zone Text Amendment No. 18-02 amends Section 15-2-7 (General Provisions) by allowing outdoor dining areas be permitted to come within five feet of property lines in the M-1 Zone.

L. Zone Text Amendment No. 18-02 amends Section 15-6A (Light Industrial Zone) by 1) removing the requirement that outdoor dining areas greater than 200 square feet obtain a conditional use permit, 2) codifying staff's current practice of allowing permitted uses as accessory uses, and 3) limiting allowance of accessory uses to be parked at the rate of the primary use of the building to an area not greater than twenty percent of its gross floor area.

SECTION 3: General Plan Findings. As required under Government Code § 65454 the proposed amendment of the Light Industrial (M-1) zone is consistent with the City's General Plan as follows:

D. Goal LU-1: Maintain El Segundo's "small town" atmosphere, and provide an attractive place to live and work.
The proposed amendment allows the possibility for a more attractive work environment for those who work in and near the M-1 zone by facilitating outdoor dining spaces, which serve as convenient and pleasant amenities to workers and visitors. Further, these spaces result in gatherings of people in publically visible places in parts of the city that are oftentimes devoid of human activity.

E. Objective LU4-4: Provide areas where development has the flexibility to mix uses, in an effort to provide synergistic relationships which
have the potential to maximize economic benefit, reduce traffic impacts, and encourage pedestrian environments.
The allowance of dining areas within setbacks of M-1 zoned properties provides this flexibility. Currently there are very few eateries or casual gathering areas within these parts of the City. The amendment will allow large outdoor gathering areas specifically as amenities for employees and for those who work within walking distances. Since these dining areas will cater to the workforce that is already present onsite or near the sites, there would be a reduction of vehicle trips since workers would not have to drive to other parts of the city.

F. Policy LU5-3.1 Revitalize and upgrade industrial areas which contain aesthetic or functional deficiencies in such areas as landscaping, off-street parking, or loading areas.
Aesthetic deficiencies persist within the M-1 zone, despite much of it being in compliance with current code. The allowance of street-front patios offers property owners a low-cost opportunity to activate their existing frontages with human activity, thus creating a more inviting environment and improving the aesthetic quality of the building and the street.

SECTION 4: Zone Text Amendment Findings. In accordance with ESMC § 15-26-4 and based on the findings set forth in Section 2, the proposed Zone Text Amendment is consistent with the goals, policies, and objectives of the General Plan as follows:

A. The amendments are consistent with the purpose of the ESMC, which is to serve the public health, safety, and general welfare and to provide the economic and social advantages resulting from an orderly planned use of land resources. In addition, it is consistent with the purpose of the Light Industrial (M-1) Zone in that it allows for greater flexibility for "auxiliary uses [which seek to] perform support services for existing and permitted establishments."

B. The amendments are necessary to facilitate the development process and ensure the orderly establishment of new uses and the development of outdoor dining areas in the M-1 Zone that are compatible with surrounding properties and the public right-of-way.

SECTION 5: Title 15, Chapter 2, Section 7 (General Provisions) of the El Segundo Municipal Code is amended as follows:

* * *

E. Urban Mixed Use South (MU-S) and Light Industrial (M-1) Zones: In addition to other encroachments in nonresidential zoning districts, stairs; pedestrian ramps; and related safety guardrails; patios, decks, and similar
outdoor areas used as gathering spaces; and outdoor dining areas, may be located within setback areas as follows:

1. Stairs, pedestrian ramps, and related safety guardrails must maintain at least a three foot (3') distance to a lot line.

2. Patios, decks, and similar outdoor areas used as gathering spaces, and outdoor dining areas must be enclosed by walls, fences, and/or hedges. These may be up to three feet six inches (3'6'') in height and maintain at least a five foot (5') distance to a property line. Walls, fences, and/or hedges may exceed three feet six inches (3'6'') in height, provided that the portion exceeding three feet six inches (3'6'') in height is of a transparent or translucent material, subject to the review and approval of the Director of Planning and Building Safety. These areas may be covered by a nonsolid trellis or pergola; or by a retractable awning, large umbrella or other similar nonpermanent cover which provides protection from rain, subject to the approval by the Director of Planning and Building Safety.

* * *

SECTION 6: Title 15, Chapter 6A, Section 3 (Permitted Accessory Uses in M-1) of the El Segundo Municipal Code is amended as follows:

PERMITTED ACCESSORY USES:
A. Any permitted use, or any use customarily incidental to a permitted use.

B. Cafes.

C. Outdoor dining areas pursuant to the standards contained in Section 15-2-7E

C-D. Drive-through or walk-up services, including financial operations, but excluding drive-through restaurants.

D-E. Open storage of commodities sold or utilized on the premises.

E-F. Other similar uses approved by the Director of Community, Economic and Development Services, as provided by chapter 22 of this title.

* * *

SECTION 7: Title15, Chapter 6, Article A, Section 5 (Conditionally Permitted Uses in M-1):

The following uses shall be allowed subject to obtaining a conditional use permit, as provided by chapter 23 of this title:

A. Any use permitted in the MU, CO, C-3, C-2 and C-RS Zones, except residential uses and sexually oriented businesses.
B. Animal boarding.
C. Dog daycare (outdoor).
D. Drive-through restaurants.
E. Freight forwarding, transfer, trucking yards or terminals.
F. Helicopter landing facilities subject to the provisions of section 15-2-13 of this title.
G. Outdoor dining areas for restaurants, except cafes, that are larger than two hundred (200) square feet.
GH. Service stations, if a five-hundred-foot (500') minimum distance from any residential zoned property is provided. This distance criteria does not apply to properties east of Sepulveda Boulevard.
HI. Other similar uses approved by the Director, as provided by chapter 22 of this title.

SECTION 8: Title15, Chapter 6, Article A, Section 7, Part D:

1. Front Yard: 25-foot minimum. Encroachments are allowed pursuant to Sections 15-2-7 and 15-2-14B. Off-street parking and outdoor dining may encroach upon the required setback area, but may not diminish the setback area nor diminish the required amount of landscaping.

SECTION 9: Title15, Chapter 6A, Section 3

An area equivalent to 20% of the gross floor area of the building that is devoted to accessory use(s) may be parked at the rate of the building’s primary use. In cases of uncertainty or ambiguity, the director will determine whether an area is accessory.

SECTION 10: 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 11: 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 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 12: This Ordinance will become effective on the 31st day following its passage and adoption.

PASSED AND ADOPTED this ___ day of __________, 2018.

______________________________
Drew Boyles, Mayor

APPROVED AS TO FORM:

______________________________
Mark D. Hensley, City Attorney

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ______ was duly introduced by said City Council at a regular meeting held on the ___ day of ________ 2018, 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 __________, 2018, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
Tracy Weaver, City Clerk
AGENDA DESCRIPTION:

Consideration and possible action regarding Environmental Assessment No. 1203: ZTA 18-02 to:

- Amend certain sections of the El Segundo Municipal Code pertaining to uses, allowed setback encroachments, and required parking for accessory uses in the Light Industrial (M-1) zone.

Pursuant to the provisions of the California Environmental Quality Act, the proposed zone text amendment is not subject to CEQA pursuant to Section 15060(c)(2) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment.

(Applicant: Mike Jones).

RECOMMENDED PLANNING COMMISSION ACTION: It is recommended that the Planning Commission:

1. Open the public hearing and take public testimony on the project;
2. Close the public hearing and consider the evidence; and,
3. Adopt Resolution No. 2839, recommending that the City Council approve EA-1203: ZTA 18-02.

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

ATTACHED SUPPORTING DOCUMENTS:

1. Planning Commission Resolution No. 2839
   Exhibit A – Draft Ordinance
2. Draft plans and renderings
3. Zoning Map

ORIGINATED BY: Russell Toler, Contract Planning Technician
REVIEWED BY: Eduardo Schonborn, Principal Planner
REVIEWED BY: Gregg McClain, Planning Manager
APPROVED BY: Sam Lee, Director of Planning and Building Safety

I. INTRODUCTION:

The proposed project is a request to amend several sections of the City's zoning code at 2333 Utah Avenue. The amendments are limited to the M-1 zone and include: removing the requirement that outdoor dining areas obtain a CUP; reducing the required setbacks
for outdoor dining areas; and, revising how parking requirements for accessory uses are tabulated.

II. BACKGROUND AND DISCUSSION:

Background

The applicant initiating this amendment is the architect for the proposed tenant improvements at 2333 Utah Avenue. The property owners seek to make improvements to their property and to construct a café that would include an outdoor patio to the front of their existing industrial building. The improvements for this site are part of a larger project that involves five other buildings along Utah Avenue and Alaska. The improvements to these buildings are a part of an effort by the property owner to create a campus-like cluster of creative office buildings. The proposed café would serve as an on-site amenity to employees and visitors of the area.

At the end of 2017, the applicant approached staff with the idea of the café; however, the proposal did not comply with several sections of the code. Staff felt that the project would provide needed aesthetic improvements and amenities to the area, and that it was in the City’s interest to remove certain hindrances to its realization. Further, this project constituted an opportunity for staff to make some already-desired changes and clarifications to the code. As a result, on March 8, 2018, the applicant submitted applications for a code amendment to allow the project in the M-1 Zone.

Discussion

There are three sections in the Code that are proposed to be amended by this application, and all of them are limited to the M-1 zone. The first is the removal of the requirement that outdoor dining areas greater than 200 square feet must obtain a conditional use permit. The second affects permitted setback encroachments. It is proposed that outdoor dining areas be permitted to come within five feet of property lines, consistent with the development standards for the properties in the adjacent MU-S zone. The final amendment is related to permitted accessory uses and their required parking.

III. ANALYSIS

The proposed amendments are necessary for the proposed project at 2333 Utah to move forward, but staff believes the amendments are beneficial overall to the code. However, the amendments are being limited to the M-1 zone so that the change can be monitored in a limited area and either be rescinded or expanded to other zones at a later date, depending on its success. The M-1 zone is comprised of approximately 325 acres in the eastern quadrants of the City, and is primarily developed with industrial, manufacturing and office uses, as allowed by the Zoning Code. Although the zone also allows other uses, such as gyms, medical offices, hotels, restaurants, cafes, retail and personal services, such amenities are not prevalent in the zone. Thus, staff believes that a more generous allowance for the development of such support services will result in an improved area that can cater to employees of and visitors within walkable vicinities.
Zone Text Amendments

Outdoor Dining

Currently in the M-1 zone, a conditional use permit is required for outdoor restaurant dining areas that exceed 200 square feet. The CUP requirement affords the city with discretion over the allowed size of proposed dining areas on a case-by-case basis that takes into account location and parking. Approval of this code amendment would result in CUPs no longer being required for outdoor dining areas in the M-1 Zone. Staff believes this is prudent for several reasons:

1) The City has historically approved all requests for outdoor dining areas. As illustrated in Table No. 1, the outdoor dining area requested and the area approved have been identical over the last ten years. Additionally, staff is not aware of any problems arising from any of these outdoor dining areas.

<table>
<thead>
<tr>
<th>Year</th>
<th>Project</th>
<th>Address</th>
<th>Requested (sf)</th>
<th>Approved (sf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>Paul Martin’s</td>
<td>2361 Rosecrans</td>
<td>735</td>
<td>735</td>
</tr>
<tr>
<td>2009</td>
<td>Kaya Sushi</td>
<td>2251 E Maple</td>
<td>450</td>
<td>450</td>
</tr>
<tr>
<td>2009</td>
<td>Rubio’s</td>
<td>400 N Sepulveda</td>
<td>350</td>
<td>350</td>
</tr>
<tr>
<td>2010</td>
<td>Malibu Fish Grill</td>
<td>400 N Sepulveda</td>
<td>600</td>
<td>600</td>
</tr>
<tr>
<td>2010</td>
<td>Northrop Office Tower</td>
<td>101 Continental</td>
<td>3,137</td>
<td>3,137</td>
</tr>
<tr>
<td>2010</td>
<td>Arclight Cinemas</td>
<td>831 S Nash</td>
<td>725</td>
<td>725</td>
</tr>
<tr>
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<td>Hyatt Place</td>
<td>750 N Nash</td>
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</tr>
<tr>
<td>2011</td>
<td>In N Out</td>
<td>600 N Sepulveda</td>
<td>960</td>
<td>768*</td>
</tr>
<tr>
<td>2011</td>
<td>Pacific Corporate Towers</td>
<td>222 N Sepulveda</td>
<td>2,425</td>
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<tr>
<td>2011</td>
<td>Rock N Brews</td>
<td>143 Main</td>
<td>3,090</td>
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</tr>
<tr>
<td>2013</td>
<td>Specialty’s</td>
<td>2101 El Segundo</td>
<td>2,044</td>
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</tr>
<tr>
<td>2016</td>
<td>Petros (at Elevon)</td>
<td>727 N Douglas</td>
<td>665</td>
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<tr>
<td>2016</td>
<td>Apollo Landing</td>
<td>2171-2191 Rosecrans</td>
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</tr>
<tr>
<td>2016</td>
<td>Ocean Market Grill</td>
<td>735 N Douglas</td>
<td>697</td>
<td>697</td>
</tr>
<tr>
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<tr>
<td>2016</td>
<td>El Gringo</td>
<td>422 Main</td>
<td>570</td>
<td>570</td>
</tr>
<tr>
<td>2017</td>
<td>Kona Grill</td>
<td>2321 Rosecrans</td>
<td>2,147</td>
<td>2,147</td>
</tr>
</tbody>
</table>

* Area was reduced from original request to accommodate a higher capacity in the drive-thru lanes.

2) The CUP process costs the applicant several thousand dollars in the preparation of submittal requirements and in fees. This is felt disproportionately by smaller enterprises. Further, the CUP process takes about three months, which is a time of perceived risk and uncertainty for applicants who are often already taking great risks in their business ventures.
3) Outdoor dining is generally considered to be a sign of life in an urban setting. Such uses of land are what the City might consider if the facilitation of economic and pedestrian activity are its goals.

4) A relaxed allowance gives greater flexibility to property owners who wish to add on-site amenities in otherwise amenity-poor areas.

Although the M-1 zone is intended primarily for industrial uses, there is an increasing demand for office space, which carries a higher employee population. As the daytime population increases, so does the demand for nearby amenities, including dining options. Given that both offices and restaurants are already permitted by right in the M-1 zone, staff believes that it would be a catalyst for the M-1 zone if the City were to remove hindrances for eating establishments with outdoor dining.

**M-1 Setback Encroachments**

In 1982, the area that is now known as Smoky Hollow was extracted out of the M-1 zone. While new development standards were being written for Smoky Hollow, standards for what remained of the M-1 zone were modified. Since previously no front setback was required in the zone, the most notable change to the M-1 standards was a required 25-foot front yard setback, which includes a requirement that the entire front setback be landscaped. Although minor encroachments are allowed (such as parking spaces, planters and uncovered porches) the lack of allowable significant encroachments severely limit the usable area of the property, with only questionable aesthetic benefit to the street.

In 2016, Continental Development Corporation initiated an application to amend the development standards for the adjacent Urban Mixed Use South (MU-S) zone specifically to allow outdoor dining/gathering areas and related structures to encroach into setback areas along the street frontages. The amendment facilitated the development of the Apollo Landing project on Rosecrans Avenue, which contains outdoor dining areas within the setbacks of the property. The intent of the amendment was to provide for enhanced building features and amenities, which would bring more pedestrian activity outside the buildings and closer to the street, thereby improving the appearance and feel of the environment.

Most of the M-1 zone consists of low-profile and unadorned tilt-up buildings with large footprints and large setbacks. These setback areas contain either landscaping or surface parking. Along with the wide streets and lack of shade trees, this makes for a bleak and uninviting environment. The requested amendment would allow outdoor dining areas to be located within required setbacks of M-1 properties, as close as five feet from the property lines. These areas would be permitted to be covered by non-solid trellises, pergolas, retractable awnings or other similar covers, just as they are in the MU-S zone.

Staff believes the amendments that facilitated the development of the Apollo Landing was a step in the right direction for the MU-S zone, which should be replicated in the M-1 zone. The proposed amendment would provide property owners within the zone with the ability to utilize large portions of their land, thus activating their frontages and enlivening the street, resulting in improved appearance, enhanced amenities within walking distance of workplaces, and a more pedestrian-friendly environment.
Permitted Accessory Uses

In every zone, the first permitted accessory use reads “Any use customarily incidental to a permitted use.” Staff proposes that this be modified to read: “Any permitted use, or any use customarily incidental to a permitted use.” Although this is currently applied in practice, staff believes it is necessary that this be stated explicitly because the proposed amendment involves parking requirements for accessory uses. It is proposed that accessory uses be parked at the rate of the primary use of the property. Staff proposes that this break on parking for accessory uses be limited to an area not to exceed 20 percent of the gross floor area of the building. This would provide needed flexibility to property owners who wish to diversify the use of their buildings, as well as provide their employees with amenities without being faced with parking requirements that result in the abandonment of improvement ideas.

IV. GENERAL PLAN AND ZONING CONSISTENCY

Consistency with the El Segundo General Plan

ESMC § 15-1-1 (Purpose, Title) states that Title 15 is the primary tool for implementation of the goals, objectives, and policies of the El Segundo General Plan. Accordingly, the Planning Commission must find that the proposed Zone Text Amendment and is consistent with those goals, objectives, and policies. Staff believes that the necessary findings can be made to recommend City Council approval of the proposed amendment. The findings are discussed in the proposed resolution.

Consistency with the El Segundo Municipal Code

Pursuant to ESMC Title 15, Chapter 26 (Amendments), in order to recommend City Council approval of the proposed amendments, the Planning Commission must find that the amendments are necessary to carry out the general purpose of ESMC Title 15. The purpose of this Title (ESMC § 15-1-1) is to serve the public health, safety, and general welfare and to provide economic and social advantages resulting from an orderly planned use of land resources. Staff believes that the necessary findings can be made to recommend City Council approval of the proposed amendment. The findings are discussed in the proposed resolution.

V. ENVIRONMENTAL REVIEW:

The proposed zone text amendment is not subject to CEQA pursuant to Section 15060(c)(2) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment.
AGENDA DESCRIPTION: Consideration and possible action to continue the discussion of the Social Host Liability Ordinance

RECOMMENDED COUNCIL ACTION:

1. Postpone discussion of the proposed Social Host Liability Ordinance to the August 21, 2018, City Council meeting; or,
2. Alternatively, discuss and take other action related to this item

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: None.

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

STRATEGIC PLAN:

Goal: El Segundo is a safe and prepared city.
Objective: The City has a proactive approach to risk and crime.

PREPARED BY: Bill Whalen, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

INTRODUCTION:

The proposed ordinance is intended to prohibit gatherings where underage drinking and/or drug use occurs and provide a means for the City to hold responsible persons liable. As an added deterrence, the ordinances would impose civil penalties upon responsible persons.

BACKGROUND AND DISCUSSION:

During the June 13, 2018, City Council meeting staff was directed to gather additional community input on the proposed Social Host Liability Ordinance and bring the ordinance back to Council for possible action at the July 17, 2018, City Council meeting. Staff is still conducting community input, to include hosting a community meeting on July 31, 2018. Staff will bring this item back for Council consideration at the August 21, 2018, City Council meeting.
AGENDA DESCRIPTION:
Consideration and possible action to (1) determine the scope of services and schedule for the Residential Solid Waste Collection Request for Proposals, (2) receive an update on the development of a Proposition 218 ballot to establish a maximum $20 monthly fee upon eligible residential dwellings for solid waste collection services, and (3) authorize the City Manager to execute an amendment to the Franchise Agreement with Republic Services to continue providing services under the current Agreement on a month-to-month basis for up to six months (through April 30, 2019). (Fiscal Impact: TBD)

RECOMMENDED COUNCIL ACTION:
1. Determine the scope of services and schedule for the Residential Solid Waste Collection Request for Proposals;
2. Receive an update on the development of a Proposition 218 ballot to establish a maximum $20 monthly fee upon eligible residential dwellings for solid waste collection services;
3. Authorize the City Manager to execute an amendment to the Franchise Agreement with Republic Services to continue providing services under the current Agreement on a month-to-month basis for up to six months (through April 30, 2019); or,
4. Alternatively, take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
June 19, 2018 Staff Report
Republic Services Amendment Proposal

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

STRATEGIC PLAN:
Goal: 1A El Segundo provides unparalleled service to internal and external customers.
Objective: 2 City services are convenient, efficient and user-friendly for all residents, businesses, and visitors.

PREPARED BY: Ken Berkman, Director of Public Works
APPROVED BY: Mark Hensley, City Attorney
Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:
The El Segundo Municipal Code (ESMC), Title 5, Chapter 2 states that, “The City shall collect and dispose of residential and miscellaneous refuse from every residential unit within the City at least once per week...” where “residential dwelling units” are defined as “single-family and two-family unit
residences, not including condominiums or stock cooperatives.” Additionally, the State of California has several laws and regulations pertaining to solid waste disposition that are enforced by the Department of Resources, Recycling, and Recovery (CalRecycle), with which the City must comply.

In the 1980’s the City established a solid waste “franchise” for the one- and two-unit residential properties. This means that the City has the authority to mandate that either the City or its contract hauler have the exclusive right to collect solid waste from those properties. The owners or occupants of these units are required to use the services provided by the City or they can decide to “self-haul” their solid waste.

Initially the City decided that it would provide solid waste service free of charge to all residents that resided in multi-family complexes of six units or fewer and single family residential units. In 2011, the City scaled back on this free service and provide it as it is today, to multi-family units of four units or fewer and single family residences.

The residential solid waste Franchise Agreement (Agreement) with the City’s current hauler, Republic Services (Republic), will expire on October 31, 2018. On June 19, 2018, the City Council directed staff to prepare an RFP for residential solid waste collection services and commence a Proposition 218 process to assess a maximum $20 per month fee on the residential units that are eligible to receive the services.

**Residential Solid Waste Collections RFP Outline**

The last time the City released an RFP for residential solid waste collection services was February 2011. That RFP included multi-family properties of up to four units, which totals to 3,981 distinct service addresses, and Republic was selected to provide the services for seven years, through October 31, 2018.

Under the current Agreement, the City pays Republic $9.88 per unit per month for a total cost of approximately $472,000 per year. Additionally, 12 City facilities and the City’s downtown area are serviced under the Agreement, and others are listed below. They also provide asphalt and street sweeper debris collections for the City at an estimated $15,000 and $32,550 per year, respectively. The amount charged is based upon the actual tonnage collected.

The City is the only city in LA County that uses curbside, manual collection for its solid waste and the existing contract includes the following services:

- Weekly unlimited waste - residents provide containers
- Weekly Unlimited recyclables - CDS provides 2-16 or 1-32 gallon containers
- Weekly unlimited bulky items
- Green waste drop-off at the City Yard
- Two annual cleanup weeks for bulky items
- Two annual document shredding events
- Holiday tree collection
- Abandoned item collection in public right-of-way
- Five City-sponsored events/year*
- Outreach and education
The two alternative services to be considered for inclusion in the current RFP include (italics to denote changes):

**Automated Collections Bid**

**Base Bid Items:**
- *Weekly collection of Trash, Recyclables, and Green Waste with hauler-provided carts*
- *Four bulky item pick-ups per year*
- Holiday tree collection
- Abandoned item collection in public right-of-way
- Five City-sponsored events/year*
- Outreach and education

- Two annual cleanup weeks for bulky items (*Alternate Bid*)
- Two annual document shredding events (*Alternate Bid*)

* 4th of July Fireworks Show, Concerts in the Park, Hometown Fair, Richmond St. Fair, Holiday Parade

**Manual Collections Bid**

**Base Bid Items:**
- Weekly unlimited waste - residents provide containers
- *Weekly unlimited green waste – residents provide containers*
- Weekly Unlimited recyclables - hauler provides 1-32 or 2-16 gallon containers, *or equivalent*
- *Four bulky item pick-ups per year*
- Holiday tree collection
- Abandoned item collection in public right-of-way
- Five City-sponsored events/year
- Outreach and education

- Two annual cleanup weeks for bulky items (*Alternate Bid*)
- Two annual document shredding events (*Alternate Bid*)

Staff is seeking Council’s authorization to prepare the RFP as noted above and include 3- and 4-unit properties, or with changes as directed by Council. There is no legal requirement to provide automated services; however, when compared to manual service, automated services are more effective, efficient, cleaner, will inherently encourage residents to reduce their waste stream, and will provide a specific green waste container that can also accept organic material (food waste).

The services to be provided to three- and four-unit properties would be a voluntary service. That is, the owners will have the option of using the service but will not be required to do so as the City does not have the legal authority to require them to use the service. These properties have been using the City’s solid waste hauler because there was no charge for the service and may decide to use another service if the City is going to charge for the service. There are 85 three-unit and 104 four-unit properties in the City. Eliminating free service to these properties would result in an approximate annual savings of $80,000 to the General Fund at the current rate of $9.88/month/unit. With an estimated future rate of at
least $20/month/unit, the savings would be over $160,000 per year.

The lack of a residential green waste program was identified as a “gap” in the City’s Solid Waste Program by CalRecycle, who placed the City in its Jurisdictional Compliance Unit. Currently, residents can dispose of green waste by self-hauling to a container located in the Public Works Yard. Providing green waste curbside service will address that “gap” and allow the City to more accurately report on residential green waste disposal. Organics regulations have been passed into law by the State for multi-family properties of five or more. Food waste regulations are expected to eventually impact single-family residential units in the future. Having an established automated green and organics waste collection program will assist the City in regaining compliance status with CalRecycle.

Staff will return to Council on August 21, 2018 to request approval of the RFP and authorization to seek bids. The schedule going forward is estimated to be as follows:

Present RFP Package to Council for Approval August 21, 2018
Pre-Proposal Conference September 2018
Deadline for Proposer Questions September 2018
Prepare Addenda and Receive Proposals October 2018
Evaluate Proposals and Select Hauler, Commence Negotiations November 2018
Present Negotiated Agreement to Council for Approval December 2018
Execute Agreement and Order Equipment/Materials January 2019
Outreach Campaign February/March 2019
Initiate Rollout of New Service no later than May 1, 2019

**Proposition 218 Process**

The City is one of only three cities in California that pays for its residents’ solid waste collection. Residents of San Diego and Commerce do not directly pay for their waste collection services. On June 19, 2018, the City Council directed staff to commence a Proposition 218 process to assess a maximum $20 per month fee on the residential units that are eligible to receive the services.

In November 1995, the California electorate approved Proposition 218 that requires certain procedures be followed with regard to “property-related” fee increases imposed by governmental agencies. Solid waste collection fees are subject to the Proposition 218 “majority protest” ballot process, i.e. if a majority of the properties to be assessed the fee protest the fee then the City cannot impose it.

Proposition 218 protest ballots are required to be sent to property owners and customers (tenants that directly pay for the service). In El Segundo, since residents do not pay for the service, staff can only identify property owners but not customers that may be tenants. Staff could use the water customer list and guess that tenants that pay for water will also be paying for solid waste services. The City Attorney’s Office does not believe that staff should be required to guess who the customers might be, and that legally, only the property owners should be noticed of the proposed rates for the service. The City Attorney’s Office does acknowledge that a court could find otherwise and that the most conservative approach is to notify owners and tenant customers using the City’s current water customer database. In any event, only one protest per parcel is counted. Accordingly, if any tenant customer and the property owner files a protest for the property, the parcel shall be deemed “in protest” of the fee.
Staff is recommending that only property owners be noticed regarding the proposed fee since there are no known tenant customers.

Proposition 218 requires a minimum 45-day written notice prior to Council holding a public hearing on a proposed rate increase. A protest to a proposed rate increase must be filed by the close of the public hearing. If a majority of the parcels file written protests with the City prior to the close of the public hearing, Proposition 218 states that the City cannot implement the proposed fee. If a majority of the parcels do not protest the proposed increase, the Council has the authority to implement the proposed rate increase.

Staff intends to include language in the RFP and next Agreement that will require the selected hauler to collect the $20 (maximum) fee from the eligible service addresses.

Finally, the City Manager will be executing a Professional Services Agreement with the consulting firm Koppel & Gruber Public Finance (KGF) to provide all-inclusive services for this Proposition 218 effort. KGF has excellent experience and an outstanding track record of developing and executing Proposition 218 efforts for many Southern California cities. This will ensure an open, transparent, and accurate Proposition 218 process is provided to the residents without negatively impacting service delivery capabilities in the City Clerk’s Office, Public Works Department, City Attorney’s Office, and Finance Department.

Staff anticipates bringing the final ballot to Council for approval at the August 21, 2018 meeting, which will match the scope of services to be included in the RFP. With approval and the 45-day noticing requirement, staff expects to hold the Public Hearing to open the Ballots on October 16, 2018.

**Potential Fiscal Impact**

With 3,981 qualifying dwellings receiving residential solid waste collection services (with 3- and 4-unit properties included) and a monthly fee of $20, it is estimated that the General Fund liability would be reduced by approximately $955,000 on an annual basis.

**Lifeline Assistance**

Lifeline financial assistance for water and sewer fees has been in effect since 1995, when the City Council adopted Resolution No. 3922. Currently, there are 44 residential properties who qualify according to the following household size and income requirements:

1-2 $32,920 or less
3 $41,560 or less
4 $50,200 or less
5 $58,840 or less
6 $67,480 or less
7 $76,120 or less
8 $84,760 or less
$8,640 for each additional person
These participants receive a water rate reduction of 50% for the first 1,000 cubic ft/month used and a 50% reduction of their total sewer fees. Water use above 1,000 cubic ft is charged at the fully loaded rate.

Given that the Council is considering a Proposition 218 process for a residential solid waste collection fee of $20 per month, staff is seeking direction as to whether or not a 50% reduction of this proposed fee should be implemented as part of the Lifeline Program. While the City does not know if the fee will not have a majority protest of the voters, Council can indicate that it will likely implement Lifeline rates in the event that the City does impose the fee after completion of the Proposition 218 process, resulting in a $10 per month fee for eligible participants. If there is not a majority protest and the fee will be implemented, the Lifeline 50% fee reduction for qualifying households can also be implemented.

Republic Services Agreement Extension

Republic’s Agreement to provide residential solid waste collection services ends on October 31, 2018. In order to ensure enough time is provided to complete the RFP process, negotiate the new Agreement, educate the public about the upcoming services, and set up the logistics and transition of the services, staff is recommending Council authorize the City Manager to extend the Agreement with Republic for an additional six months.

Republic previously offered a continuance of the services under the existing Agreement for one year at a rate of $19.55 per month per eligible property, and a two-year offer with the rates $16.95 for the first year and $19.55 for the second year. Given the direction of the Council to commence the RFP and Proposition 218 processes at the June 19th meeting, staff requested a revised proposal from Republic. Republic has now offered a month-to-month extension of their existing Agreement with the City, to a maximum of six months, at a rate of $16.55 per month per eligible property.

Staff respectfully recommends the City Council authorize the City Manager to amend the Franchise Agreement with Republic in this manner. As the existing Agreement is in effect through October 31, 2018, staff will request the necessary funds within the Fiscal Year 2018/19 budget process.
AGENDA DESCRIPTION:
Consideration and possible action to (1) receive and file a report from Public Works on the City’s Solid Waste Program and Waste Collection Services, and (2) provide staff direction on negotiations of a contract extension with Republic Services and future solid waste collection services. (Fiscal Impact: TBD)

RECOMMENDED COUNCIL ACTION:
1. Receive and file a report from Public Works related to the City’s Solid Waste Program and Waste Collection Services; and,
2. Provide staff direction on negotiations of a contract extension with Republic and future solid waste collection services; or,
3. Alternatively, take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Solid Waste Management Program - PowerPoint

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

STRATEGIC PLAN:
Goal: 1A El Segundo provides unparalleled service to internal and external customers.
Objective: 2 City services are convenient, efficient and user-friendly for all residents, businesses, and visitors.

PREPARED BY: Ken Berkman, Director of Public Works
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:
The El Segundo Municipal Code (ESMC), Title 5, Chapter 2 states that, “The City shall collect and dispose of residential and miscellaneous refuse from every residential unit within the City at least once per week.” Additionally, the State of California has several laws and regulations pertaining to solid waste disposition that are enforced by the Department of Resources, Recycling, and Recovery (CalRecycle), with which the City must comply.

The following is provided to assist the City Council with its consideration of the residential solid waste collections contract with Republic Services that will be expiring on October 31, 2018, and to provide direction to staff on how to proceed with negotiations with Republic Services and the future of the City’s Solid Waste Program as a whole.
Residential Solid Waste Collection

The following is a chronological history of the City’s residential solid waste collection contracts to date:

- 1993 - Zakaroff Recycling Services (Zakaroff) was awarded a contract, which was extended in 1997 for an additional five years.
- 1998 - Zakaroff merged with Republic Industries, and the agreement was assigned to Consolidated Disposal Services (CDS), a subsidiary of Republic Services, Inc. (Republic).
- 2001 – CDS/Republic’s contract was extended for five years, and in 2006 it was extended another five years.
- 2010 - Prior to the expiration of the contract in 2011, the City, with assistance from the then-active Trash Subcommittee, determined it was in the City’s best interest to bid out the residential trash collection contract. The City also considered whether to include or exclude residential properties with three or four units in the new contract. The City concurrently commenced a Proposition 218 process to implement a residential trash collection fee schedule.

In February 2011, the City released the RFP with various bid options, including contracting for the same services for three or seven years, or contracting for enhanced services for a three- or seven-year term. The scope of work included multi-family properties of up to four units. The City received four proposals in response to the RFP, and the Trash Subcommittee recommended award of the contract to CDS/Republic for a seven-year period, given that all respondents were well-qualified and CDS/Republic had the lowest cost proposal.

The existing contract with CDS (Republic is providing the services), which expires on October 31, 2018, provides waste collection services to 3,981 residential units, including all single-family residences and multi-family properties up to four units. The ESMC requires the City provide services to properties of up to two units (§5-2-2-B). The City pays CDS/Republic $9.88 per unit per month, which, with the additional services provided, amounts to approximately $520,000 per year.

The City is one of only three cities in California that pays for its residents’ solid waste collection. Residents of San Diego and Commerce do not directly pay for their waste collection services.

The City is the only city in L.A. County that uses curbside, manual collection for its solid waste.

The existing contract includes the following services:

- Weekly unlimited waste - residents provide containers
- Weekly Unlimited recyclables - CDS provides 2-16 or 1-32 gallon containers
- Weekly unlimited bulky items
- Green waste drop-off at the City Yard
- Two annual cleanup weeks for bulky items
- Two annual document shredding events
- Holiday tree collection
- Abandoned item collection in public right-of-way
- Five City-sponsored events/year
- Outreach and education
Residential Trash Collection Survey

In November 2017, in consultation with the Environmental Committee, the City prepared and conducted a survey of the residents to gather opinions on the existing waste collection services and desires for future services. Out of 3,077 surveys of property owners, 1,300 responses were received (overall response rate of 42%). In summary, 87% of the respondents gave the existing service a top rating, and 62% indicated they preferred the City continue providing the current manual (hand-tossed) method of collection versus switching to an automated side-loading method. Furthermore, 78% of respondents indicated they did not want to pay $35 per month for their trash collection services. Of those who were willing to pay $35 per month, there was still a slight preference for the manual method over automated collection.

In late 2017, the City requested a proposal from CDS/Republic to continue the existing manual services for a one- or two-year period. They offered the following rates for continuing our curbside, manual service:

- 2 year extension: 1st year: $16.95/unit; 2nd year: $19.55/unit
- 1 year extension: $19.55/unit

State Regulations and CalRecycle

There are several key State regulations with which the City must maintain compliance. In addition to AB 939, the State’s mandated landfill diversion legislation from 1990, new legislation adopted over the past five years has increased the requirements for landfill diversion, recycling, and managing organics.

- AB 341, adopted in 2012, requires recycling at businesses and multi-family properties with more than five units that generate four cubic yards (CY) of solid waste, and requires reporting and monitoring by the City and its haulers.
- AB 1826, enacted in 2016, requires organics recycling at businesses and multi-family properties with more than five units that generate four CY per week of organics. In 2019, this requirement will be expanded to include all businesses and M-F properties with more than five units that generate four CY of trash per week. Under this law, the City and haulers also must report and monitor compliance.

CalRecycle’s Local Assistance and Market Development (LAMD) Branch conducts a compliance review every four years. In March 2017, under the recommendation of the LAMD, the CalRecycle Board referred the City to CalRecycle’s Jurisdiction Compliance Unit (JCU) due to the City’s program “gaps", including mandatory commercial recycling monitoring and implementation, residential green waste program effectiveness and oversight, and Construction and Demolition (C&D) debris recycling program. Staff has been working cooperatively with JCU staff to assist with their review of the City’s program. JCU staff findings are expected to be delivered to staff after a year of their review, in Summer 2018.

SB 1383, the organic waste reduction legislation, affects Residential and Commercial Generators, and establishes a 50% disposal reduction of organics by 2020 and a 75% disposal reduction of organics by 2025. Under this new legislation, the City must provide residential and commercial organic waste collection services, conduct minimum levels of education, outreach and contamination monitoring, oversee compliance of generators and haulers, and report annually to CalRecycle. Implementation and
enforcement of SB 1383 begins in 2022. The legislation allows CalRecycle to issue penalties up to $10,000 per day if the City is not in compliance, and Corrective Action Plans to consider compliance efforts, timelines, and milestones. The regulations to implement SB 1383 are presently being written, and will be finalized in Fall 2018.

The requirements of SB 1383 and ongoing compliance with AB 939 and other mandates has changed the landscape of municipal solid waste collection systems. Given the referral to the JCU and the pending expiration of CDS/Republic’s residential collections contract, in this fiscal year’s budget Council authorized the hiring of a Solid Waste Program consultant firm to ensure the City has the expertise and experience required to address these issues. The Public Works Department prepared and conducted an RFP process and selected SCS Engineers (SCS) as the most qualified and competent firm. SCS will help prepare for implementation of new policies, programs, and infrastructure to meet existing and new legislative and regulatory requirements, as well as ensure the City’s short- and long-term needs of the residential (and commercial) collection services are included in any and all contracts or franchise agreements.

The City will need to consider future options for its residential service, including automated collection using a three-cart system for Trash, Recyclables, and Organics; a two-cart system for Trash and Recyclables with organics drop-off; or mixed waste processing of residential waste. Presently, rates for automated three-cart collection programs in Los Angeles County are approximately $25-30 per month. With the additional future collection of organics, and challenges associated with markets for recyclables, the City can anticipate similar monthly costs per unit, depending on the hauler and type of services.

The City currently has 24 commercial haulers operating under business licenses with no reporting requirements, which is a significant reason staff has had difficulty obtaining their disposal data and reporting it to CalRecycle. Staff is seeking Council’s concurrence to issue the required Notice of Intent to Franchise Commercial (and thus multi-family) Collection Services with the goal of establishing Franchise Agreements with selected haulers at the end of the 5-year Notice period.

To ensure the necessary solid waste collection services are provided to the residents and business in the City, the options include:

- Extend the CDS/Republic contract with existing services for 1 or 2 years;
- Negotiate a new long-term contract with CDS/Republic, for an automated 2- or 3-cart system;
- Prepare an RFP and seek bids for a new residential collections contract, including options for automated collection and manual collection that can provide regulatory compliance;
- Issue a 5-year Notice of Intent to Franchise commercial collection services.
Solid Waste Management Program

June 19, 2018

SCS ENGINEERS
Topics

- History of solid waste in the City
- Residential waste collection survey
- Republic Services agreement
- Future Options for the City
History

- Residential Collection
- Commercial Collection
- Legislation and Compliance
Residential Services Contract

- 1993: City contracted with Zakaroff for residential and municipal trash services
- 1997: Contract Extended
- 1998: Zakaroff merged with Republic Industries, agreement assigned to Consolidated Disposal Services (CDS), a subsidiary of Republic Services, Inc.
- 2001: Contract extended 5 years
- 2006: Contract extended 5 years
- 2011: RFP distributed for new contract
  - CDS/Republic lowest bid; awarded contract
  - City no longer pays for service for M-F greater than 4 units
- Existing contract expires October 31, 2018
Residential Services

- 3,981 Residential Units
  - Single Family
  - Multi-Family up to 4 units
- $9.88/month/unit = $472,000
- City pays $520,000/year (including other services noted in next slide)
- City is one of three cities in CA where residents are not charged for waste collection (San Diego and Commerce are the other two).
- Only curbside manual collection provided by Republic in LA/Orange Counties
Residential Services

- Services include:
  - Weekly unlimited waste - residents provide containers
  - Weekly Unlimited recyclables: Republic provides 2-16 or 1-32 gal containers
  - Weekly unlimited bulky items
  - Green waste drop-off at City yard
  - 2 annual cleanup weeks for bulky items
  - 2 annual shredding events
  - Holiday tree collection
  - Abandoned item collection in public right-of-way
  - City-sponsored events (Five minimum)
  - Outreach
Commercial Services

• 24 licensed haulers
• Serve businesses and multi-family 5+ units
• Construction and demolition debris boxes
• No reporting requirements
Legislation and Compliance

• AB 939 – (1990) Mandated 50% diversion

• AB 341- (2012) Mandatory commercial recycling
  • Businesses and M-F > 5 units with 4 cy/week trash
  • Reporting and monitoring requirements for City and haulers

• AB 1826 – (2016) Mandatory commercial organics
  • 2017: Businesses and M-F >5 units with 4 cy/week organics
  • 2019: Businesses and M-F >5 units with 4 cy/week trash
  • Reporting and monitoring requirements for City and haulers
CalRecycle Compliance

- Local Assistance and Market Development Branch conducts compliance review every four years
- March 2017: referred to Jurisdiction Compliance Unit (JCU)
  - Mandatory Commercial Recycling monitoring and implementation
  - Residential green waste program effectiveness and oversight
  - C&D debris recycling program
  - City required to implement additional outreach and monitoring
  - City to provide plan to address program "gaps"
- January 2018: CalRecycle sent letters to commercial haulers requesting compliance data
- Summer 2018: CalRecycle will assess status of compliance and present findings in report
SB 1383
Organic Waste Disposal Reduction

REQUIREMENTS
• Affects Residential and Commercial Generators
• 50% disposal reduction by 2020
• 75% disposal reduction by 2025
• Recover 20% of edible food by 2025
• Must provide residential and commercial organic waste collection services
• Must conduct minimum levels of education, outreach and contamination monitoring
• Must oversee compliance of generators and haulers
• Must report annually
SB 1383
Organic Waste Disposal Reduction

IMPLEMENTATION AND ENFORCEMENT
• Begins in 2022
• Can require jurisdictions to impose requirements
• Can impose penalties up to $10,000/day
• Corrective Action Plans to consider compliance efforts, timelines, and milestones
# Residential Survey

<table>
<thead>
<tr>
<th></th>
<th>Online</th>
<th>Paper</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Surveys Sent on 11/27/2017: 3161</td>
<td>1003</td>
<td>2158</td>
</tr>
<tr>
<td>Survey Close date:</td>
<td>12/15/2017</td>
<td>12/24/2017</td>
</tr>
<tr>
<td># Surveys Delivered: 3077 *</td>
<td>978</td>
<td>2099</td>
</tr>
<tr>
<td># of Reminders:</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Response Rate: 42%</td>
<td>37%</td>
<td>45%</td>
</tr>
<tr>
<td># of Return/Respondents = 1300</td>
<td>364</td>
<td>936</td>
</tr>
</tbody>
</table>
Q1: On a scale of 1-10, how would you rate your trash collection services?

Current Trash Collection Services
Average Rating

Respondents gave the collection services a very high rating: 8.75 out of 10
Q1: On a scale of 1-10 (10 being exceptional), how would you rate your trash collection services?

Current Trash Collection Services Rating

87% of the Respondents gave their current trash collection service a top rating, and 2% gave them a poor rating.
Q2: Would you like the City to continue providing the current manual (hand-tossed) method of collection or switch to the automated side-loading method?

Preferred Collection Method

<table>
<thead>
<tr>
<th></th>
<th>Manual</th>
<th>Automated</th>
<th>No Opinion</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>21%</td>
<td>62%</td>
<td>28%</td>
</tr>
<tr>
<td>Online</td>
<td>14%</td>
<td>53%</td>
<td>33%</td>
</tr>
<tr>
<td>Paper</td>
<td>7%</td>
<td>70%</td>
<td>23%</td>
</tr>
</tbody>
</table>

62% prefer manual method compared to 11% who prefer Automated.
Q4: El Segundo currently provides unlimited bulky (large) item pick-ups for residents. How many bulky item pick-ups do you feel residents actually need per year?

Number of Bulky Item Pick-Ups Needed

<table>
<thead>
<tr>
<th></th>
<th>1 to 2</th>
<th>3 to 4</th>
<th>5 or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>23%</td>
<td>47%</td>
<td>30%</td>
</tr>
<tr>
<td>Online</td>
<td>26%</td>
<td>47%</td>
<td>27%</td>
</tr>
<tr>
<td>Paper</td>
<td>23%</td>
<td>46%</td>
<td>33%</td>
</tr>
</tbody>
</table>

77% of the respondents need "3-4" or fewer bulky item pick-ups per year.
Q4: Would you be willing to pay for this service?

Willingness to Pay $35/Month

- **Yes**: 23%  
- **No**: 78%

- **Online**: 31%  
- **Paper**: 14%

86% of respondents do not want to pay $35/month for their Trash collection services.
Q2: Would you like the City to continue providing the current manual (hand-tossed) method of collection or switch to the automated side-loading method?

Preferred Collection Method if Willing to Pay $35/month compared to Not Willing to pay $35/month

Respondents who said "YES" to $35/month

- Manual: 36%
- Automated: 28%
- No Opinion: 5%

Respondents who said "NO" to $35/month

- Manual: 73%
- Automated: 22%
- No Opinion: 5%

If respondents were willing to pay $35/month, there was a slight preference for manual service if there was a preference indicated.
Republic Residential Agreement

• Expires October 31, 2018
• Offering the following for manual service:
  2-year extension of existing manual service
    • 1st year: $16.95/unit = $810,000
    • 2nd year: $19.55/unit = $934,000
  1-year extension of existing manual service
    • 1st year: $19.55/unit
Future Residential Options

Automated Collection

- 3-cart system: Trash, Recyclables, Organics
- 2-cart system: Trash and Recyclables

<table>
<thead>
<tr>
<th>CITY</th>
<th>Monthly Rate (96 gal)</th>
<th>Hauler</th>
</tr>
</thead>
<tbody>
<tr>
<td>Culver City</td>
<td>$31.38</td>
<td>City</td>
</tr>
<tr>
<td>Gardena</td>
<td>$20.24</td>
<td>Waste Resources</td>
</tr>
<tr>
<td>Hawthorne</td>
<td>$25.09</td>
<td>Republic</td>
</tr>
<tr>
<td>Hermosa</td>
<td>$20.71</td>
<td>Athens</td>
</tr>
<tr>
<td>Redondo Beach</td>
<td>$17.06</td>
<td>Athens</td>
</tr>
<tr>
<td>Manhattan Beach</td>
<td>$21.19</td>
<td>WM</td>
</tr>
<tr>
<td>Santa Monica</td>
<td>$49.47</td>
<td>City</td>
</tr>
<tr>
<td>Torrance</td>
<td>$27.64</td>
<td>City</td>
</tr>
<tr>
<td>Long Beach</td>
<td>$24.11</td>
<td>City</td>
</tr>
<tr>
<td>Rancho Palos Verdes</td>
<td>$33.35</td>
<td>EDCO</td>
</tr>
<tr>
<td>Thousand Oaks</td>
<td>$33.83</td>
<td>WM</td>
</tr>
<tr>
<td>Pasadena</td>
<td>$34.70</td>
<td>City</td>
</tr>
<tr>
<td>Rolling Hills Estates</td>
<td>$41.17</td>
<td>WM</td>
</tr>
<tr>
<td>Los Angeles</td>
<td>$41.32</td>
<td>City</td>
</tr>
<tr>
<td>Burbank</td>
<td>$51.88</td>
<td>City</td>
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<tr>
<td>Lawndale</td>
<td>$19.85</td>
<td></td>
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<tr>
<td>Inglewood</td>
<td>$16.27</td>
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<tr>
<td>Compton</td>
<td>$21.95</td>
<td></td>
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<tr>
<td>Lennox</td>
<td>$21.88</td>
<td></td>
</tr>
<tr>
<td>Athens</td>
<td>$17.08</td>
<td></td>
</tr>
<tr>
<td>El Camino, Del Arte, Wisdom</td>
<td>$19.18</td>
<td></td>
</tr>
<tr>
<td><strong>Average all cities</strong></td>
<td><strong>$28.06</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Average So Bay Cities</strong></td>
<td><strong>$23.13</strong></td>
<td></td>
</tr>
</tbody>
</table>
Future Options

- Extend contract for existing services for 1 or 2 years
- Negotiate for new long-term contract with Republic
  - Automated, 2 or 3 cart system
- Prepare RFP and seek bids for a new residential contract
  - Automated collection
  - Manual – if regulatory compliance can be achieved
- Issue 5-year notice of intent to franchise commercial haulers
July 5, 2018

Ken Berkman, PE
Director of Public Works
City of El Segundo
350 Main St
El Segundo, CA 90245-3813

Subject: Curbside Recycle and Waste Collection

Dear Mr. Berkman,

As previously discussed, and in an effort to demonstrate good faith, Republic Services proposes a month-to-month rate of $16.55 per home good for up to six (6) months beyond our current refuse collection agreement expiration date.

We are happy to discuss this matter further as you wish. Please contact us with any questions.

Respectfully,

Dawn M. Harris-Benton
Municipal Services Manager
Republic Services – Gardena Hauling Division

Cc: Ray Grothaus, General Manager
Republic Services - Gardena Hauling Division
EL SEGUNDO CITY COUNCIL
AGENDA ITEM STATEMENT

MEETING DATE: July 17, 2018
AGENDA HEADING: Reports of Committees, Commissions and Boards

AGENDA DESCRIPTION:
Consideration and possible action to adopt a Resolution revising the Environmental Committee By-Laws. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Adopt a Resolution amending the Environmental Committee’s proposed By-Laws.
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Draft resolution adopting revised Environmental Committee By-Laws
2. Environmental Committee Revised By-Laws

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

STRATEGIC PLAN:
Goal: 1
Enhance Customer Service and Engagement
Objective: 1b
El Segundo’s engagement with the community ensures excellence

ORIGINATED BY: Jasmine Allen, Interim Management Analyst
REVIEWED BY: Ken Berkman, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The El Segundo City Council adopted the first Environmental Work Plan on January 8, 2008, and thus established the Environmental Work Council, now called the Environmental Committee. The Environmental Committee is tasked with reviewing current City environmental practices and identifying new goals and objectives for City governance over municipal, residential and business entities within its jurisdiction.

On February 20, 2018, the City Council of the City of El Segundo adopted Environmental Committee’s by-laws via Resolution No. 5075. Due to the fact that the standing Environmental Committee meeting now falls outside of standard operating hours for the City, the Committee would like to move the meeting to a new mutually agreed upon standing time, which is 12:00 noon on the first Friday of the month that City Hall is open. This will eliminate difficulty in accessing the building outside of standard City hours.
RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO ADOPTING THE BY-LAWS FOR THE ENVIRONMENTAL COMMITTEE, AS AMENDED.

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

SECTION 1: Recitals:

A. The El Segundo City Council adopted the first Environmental Work Plan on January 8, 2008, and thus established the Environmental Work Council, now called the Environmental Committee;

B. On February 20, 2018, the City Council adopted Resolution No. 5075, formally adopting the Committee's by-laws;

C. On June 18, 2018, the Environmental Committee approved an amendment to its by-laws to change its regular meeting time and day – from the third Monday of each month at 6:00 p.m. to the first Friday of each month that City Hall is open at 12:00 p.m. – and requests that the City Council adopt the Environmental Committee's revised by-laws (Article V – Meetings);

D. The City Council now desires to adopt the Environmental Committee's proposed bylaws, as amended.

SECTION 2: Adoption of the By-laws. The by-laws recommended for adoption by the Committee and attached as Exhibit A are hereby adopted.

SECTION 3: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this ___ day of ______________, 2018.

Drew Boyles, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley
City Attorney
CITY OF EL SEGUNDO - ENVIRONMENTAL COMMITTEE
BY-LAWS

ARTICLE I – NAME
The name of this organization shall be the Environmental Committee.

ARTICLE II – PURPOSE
The purpose of the Environmental Committee is to research and advise the City Council on environmental-related issues, such as any programs or business practices including but not limited to those that affect air quality, energy usage, solid waste, urban planning and development, hazardous waste, transportation and water usage. The Committee shall collaborate with City staff and the local community to help formulate responsible environmental strategies that are consistent with governmental standards, and to provide suggestions for a “best practices” approach to implementing environmentally conscious standards. The Committee is a standing advisory committee that serves at the pleasure of the City Council.

ARTICLE III – QUALIFICATIONS
Members of the Environmental Committee shall represent a cross-section of the community, including both residents and business representatives who have applicable knowledge and notable interest in Environmental issues and practices.

ARTICLE IV – MEMBERSHIP
The Environmental Committee shall be composed of six (6) voting members appointed by the City Council, three (3) to represent the residential perspective and three (3) to represent the business perspective, plus one (1) voting member appointed by ESUSD. A Public Works staff person shall support the Committee in a de facto status.

The City Council shall appoint at least one (1) member of the City Council to serve as a non-voting liaison for the Committee.

• Section I – Selection of Members
  o The City of El Segundo shall advertise and solicit applications to fill any vacant position among the six voting members appointed by the City Council that might occur. After the application period has closed, the Chair and Vice Chair of the
Environmental Committee shall review the applications 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. A candidate for a City seat on the Committee may not serve on the Committee without City Council final approval.

- Section II – Term of Office
  - The term for each voting member of the Environmental Committee is four (4) years, with the exception of the ESUSD seat, which must be reappointed by ESUSD annually. Terms are set on a rotating basis to avoid turnover of the complete Committee at any time.

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

- Section IV – Removal
  - Members of the Environmental Committee are expected to attend all meetings. When any member has three or more consecutive absences, or a total of 6 or more within a 12-month period, the member’s seat will be deemed vacant.

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 Environmental Committee shall be on the first Friday of each month that City Hall is open, commencing at 12:00 pm. The location shall be a meeting room in City Hall.

- Section II – Special Meetings
  - Special Meetings of the Environmental 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 voting members shall determine the time and location of the Special Meeting.

- Section III – Quorum
• A majority of the voting members of the Environmental Committee shall constitute a quorum. A quorum is necessary for action by the Environmental Committee.

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

• Section V – Meeting Procedures
  o Except as otherwise provided by these By-laws, City Council Resolutions or State law, the Environmental 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 Environmental Committee shall be a Committee Chair and a Vice Chair who shall serve at the pleasure of the Environmental Committee. Term of office shall be for two (2) years. 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 Environmental Committee.
  o The Committee Chair shall work with Public Works staff to draft the monthly meeting agenda.

• 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 Environmental Committee Members
  o It is intended that the Environmental 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 Environmental Committee are not expected to perform any services or work that would normally be performed by City staff or contractors.
ARTICLE VII – OFFICIAL DOCUMENTS

- Section I – Agendas
  - Agendas for all meetings shall be prepared and maintained with the Environmental Committee records by a staff member from the Public Works Department. Copies shall be distributed to each Environmental Committee member, City Council member, and to the City Clerk.

- Section II – Minutes
  - Minutes of all meetings shall be prepared and maintained with the Environmental Committee records by a staff member from the Public Works Department. Copies shall be distributed to each Environmental Committee member, City Council member, and to the City Clerk.

- Section II – Distribution of Documents
  - Preparation and distribution of Environmental Committee documents to the members, City Council and City Clerk shall be the responsibility of a designated staff member from the Public Works Department.

ARTICLE VIII – CONDUCT OF MEMBERS

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

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

- Section III – Attendance at Meetings
  - Members are expected to attend the monthly meeting. When any member has three or more consecutive absences, or a total of 6 or more within a 12-month period, the member’s seat will be deemed vacant.
ARTICLE IX – ASSISTANCE OF STAFF

The Public Works Director, or designee, shall provide the Environmental Committee with such information and staff assistance as the Environmental Committee may request from time to time subject to the limitations imposed by the City Council. The staff member(s) designated by the Public Works Director shall attend meetings of the Environmental Committee and submit such reports as requested by the Environmental 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 By-laws. Such recommendations may be made by simple majority of the voting members at any legal meeting of the Environmental Committee. Such amendments must be approved by the City Council.

PASSED AND ADOPTED by the Environmental Committee – June 18, 2018

PASSED AND ADOPTED by the El Segundo City Council – ________________
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

AGENDA DESCRIPTION:

Consideration and possible action to announce the appointments to the Library Board of Trustees and Economic Development Advisory Council. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Announce the appointees; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: None

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

STRATEGIC PLAN:

Goal: 1 Enhance Customer Service Engagement
Objective: 1(b) The City engages in regular, intentional information gathering

ORIGINATED BY: Mishia Jennings, Executive Assistant
REVIEWED BY: 
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

<table>
<thead>
<tr>
<th>Committee/Commission and Board</th>
<th>Number of Openings</th>
<th>Appointee(s)</th>
<th>Term Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library Board of Trustees</td>
<td>Two</td>
<td>David Jonta, Carol Ericson</td>
<td>Full Term Expires June 30, 2021 Partial Term Expires June 30, 2019</td>
</tr>
<tr>
<td>Economic Development Advisory Council (EDAC)</td>
<td>Four</td>
<td>Lance Giroux, Tim Harris, Corinne Murat, James McCaulley</td>
<td>No Term Expiration</td>
</tr>
</tbody>
</table>

5
### CITY OF EL SEGUNDO
#### WARRANTS TOTALS BY FUND

<table>
<thead>
<tr>
<th>GENERAL FUND</th>
<th>892,433.37</th>
</tr>
</thead>
<tbody>
<tr>
<td>104 TRAFFIC SAFETY FUND</td>
<td></td>
</tr>
<tr>
<td>106 STATE GAS TAX FUND</td>
<td>228.68</td>
</tr>
<tr>
<td>108 ASSOCIATED RECREATION ACTIVITIES FUND</td>
<td></td>
</tr>
<tr>
<td>109 ASSET FORFEITURE FUND</td>
<td>12,880.94</td>
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<tr>
<td>111 COMM DEV BLOC GRNT</td>
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</tr>
<tr>
<td>112 PROP &quot;A&quot; TRANSPORTATION</td>
<td>1,300.29</td>
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<tr>
<td>114 PROP &quot;C&quot; TRANSPORTATION</td>
<td>422.50</td>
</tr>
<tr>
<td>115 AERIALS QUALITY INVESTMENT PROGRAM</td>
<td></td>
</tr>
<tr>
<td>116 HOME SFO INSTL FUND</td>
<td>311.83</td>
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<td>117 HYPERSON MITIGATION FUND</td>
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<td>118 TDA ARTICLE 14 SB 621 BIKEWAY FUND</td>
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<td>119 MTA GRANT</td>
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<td>121 FEMA</td>
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<td>122 C.O.P.S. FUND</td>
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<td>123 L.A.W.A. FUND</td>
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<td>123 PROPAF PROPERTY TAX PUBLIC SAFETY</td>
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<td>202 ASSESSMENT DISTRICT #12</td>
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<tr>
<td>201 CAPITAL IMPROVEMENT FUND</td>
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<td>202 INFRASTRUCTURE REPLACEMENT FUND</td>
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<td>403 FACILITIES MAINTENANCE</td>
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<td>501 WATER UTILITY FUND</td>
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<td>601 EQUIPMENT REPLACEMENT</td>
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<td>603 WORKERS COMP. RESERVES INSURANCE</td>
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<tr>
<td>701 RETIRED EMP. INSURANCE</td>
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<tr>
<td>702 EXPENDABLE TRUST FUND - DEVELOPER FEES</td>
<td>30,761.11</td>
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<tr>
<td>702 EXPENDABLE TRUST FUND - OTHER</td>
<td>10,024.93</td>
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<tr>
<td>708 OUTSIDE SERVICES TRUST</td>
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</tr>
<tr>
<td><strong>TOTAL WARRANTS</strong></td>
<td><strong>$ 1,163,365.12</strong></td>
</tr>
</tbody>
</table>

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 funds for payment thereof.

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

**CODES:**

- **R =** Computer generated checks for all non-emergency 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: 6-27-2018**

**CITY MANAGER:**

**DATE: 6-27-2018**

**VOID CHECKS DUE TO ALIGNMENT: N/A**

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

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

**NOTES: 6-27-2018**

**FOR: GREY CARPENTER**
# CITY OF EL SEGUNDO
## PAYMENTS BY WIRE TRANSFER
### 6/11/18 THROUGH 6/24/18

<table>
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<tr>
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<th>Payee</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/11/2018</td>
<td>West Basin</td>
<td>1,770,643.34</td>
<td>H2O payment</td>
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<tr>
<td>6/15/2018</td>
<td>Manufacturers &amp; Traders</td>
<td>24,024.01</td>
<td>457 payment Vantagepoint</td>
</tr>
<tr>
<td>6/15/2018</td>
<td>Manufacturers &amp; Traders</td>
<td>500.00</td>
<td>IRA payment Vantagepoint</td>
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<tr>
<td>6/15/2018</td>
<td>Nationwide NRS EFT</td>
<td>30,816.48</td>
<td>EFT 457 payment</td>
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<tr>
<td>6/15/2018</td>
<td>Health Comp</td>
<td>1,911.62</td>
<td>Weekly claims</td>
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<tr>
<td>6/18/2018</td>
<td>State of CA EFT</td>
<td>1,865.10</td>
<td>EFT Child support payment</td>
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<tr>
<td>6/18/2018</td>
<td>IRS</td>
<td>232,752.93</td>
<td>Federal 941 Deposit</td>
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<tr>
<td>6/18/2018</td>
<td>Employment Development</td>
<td>52,375.68</td>
<td>State PIT Withholding</td>
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<td>3,936.45</td>
<td>State SDI payment</td>
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<tr>
<td>6/18/2018</td>
<td>Joint Council of Teamsters</td>
<td>4,635.00</td>
<td>Vision Insurance payment 6/2018</td>
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### DATE OF RATIFICATION: 6/21/18
### TOTAL PAYMENTS BY WIRE:

2,220,135.71

Certified as to the accuracy of the wire transfers by:

**Deputy City Treasurer II**

Date: 6-27-15

**Director of Finance**

Date: 6-27-15

**City Manager**

Date: 6-27-15

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

**COUNTY OF LOS ANGELES**

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

I certify as to the accuracy of the Demands and the availability of funds 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: 7/19/16  DATE: 7/10/18
### CITY OF EL SEGUNDO
### PAYMENTS BY WIRE TRANSFER
### 6/25/18 THROUGH 7/8/18

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**DATE OF RATIFICATION: 7/9/18**

**TOTAL PAYMENTS BY WIRE:**

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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.
CONTINUED MEETING OF THE EL SEGUNDO CITY COUNCIL
WEDNESDAY, JUNE 13, 2018, 8:30 AM
To Run Concurrently with the Special City Council Meeting (Strategic Planning Session).

8:30 A.M. SESSION –

CALL TO ORDER – Mayor Boyles at 8:31 AM

PLEDGE OF ALLEGIANCE – Council Member Brann

ROLL CALL

Mayor Boyles - Present
Mayor Pro Tem Pirsztuk - Present
Council Member Brann - Present
Council Member Pimentel - Present
Council Member Nicol - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only) –
Cheryl Smith, resident, in favor of the Social Host Ordinance as written.
Paul Lanyi, resident, in favor of the Social Host Ordinance with a few changes pertaining to the recovery costs and removing the “locking” up of alcohol when leaving the house.
Dave Collard, resident, in favor of the Social Host Ordinance with changes, feels the Ordinance is too broad.
Melissa McCaverty, resident, in favor of the Social Host Ordinance as written.

A. CONSENT AGENDA

1. Consideration and possible action regarding the second reading and adoption of Ordinance No. 1567 to prohibit gatherings where underage drinking or illegal drug use occurs, and Ordinance No. 1568 to prohibit loud and unruly gatherings and provide a means for the City to hold responsible persons liable by imposing civil penalties and, for repeat offenders, holding them accountable for enforcement response costs associated with responding to recurring nuisances.

   Consideration and possible action to adopt Resolution No. ___ amending the schedule of fines for administrative citations pertaining to violations of Ordinance Nos. 1567 and 1568. (Fiscal Impact: To Be Determined)

Greg Carpenter, City Manager, introduced the item

Council Discussion

Council consensus to bring back Ordinance No. 1567 to the July 17, 2018 regular City Council meeting. Council would like the Ordinance to be more concise and refined, less ambiguous.
MOTION by Mayor Pro Tem Pirsztuk, SECONDED by Council Member Nicol, amending Ordinance No. 1568; remove recovery costs and for both the Ordinance and Resolution amending the 90 days period to the following; 2 offenses within 90 days will equal $2,500.00 and $5,000.00 respectively and thereafter, if an offense occurs within 12 months, the fine will be $7,500 for each offense. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

ADJOURNMENT at 2:32 PM

________________________
Tracy Weaver, City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
WEDNESDAY, JUNE 13, 2018, 8:30 A.M.
El Segundo Clubhouse
(Located at Recreation Park)
300 East Pine Ave., El Segundo, CA 90245
(Strategic Planning Workshop)

8:30 A.M. SESSION

CALL TO ORDER – Mayor Boyles at 8:31 AM

PLEDGE OF ALLEGIANCE – Council Member Brann

ROLL CALL

Mayor Boyles - Present
Mayor Pro Tem Pirsztuk - Present
Council Member Brann - Present
Council Member Pimentel - Present
Council Member Nicol - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only) – 5 minute limit per person, 30 minute limit total
See Continued Meeting Minutes for Public Comments

SPECIAL ORDERS OF BUSINESS:

1. Consideration and possible action regarding a strategic planning workshop resulting in City Council receiving and filing of staff’s discussion, analysis, and recommendations for the Fiscal Year 2018-2019 Strategic Plan in preparation for the FY 2018-2019 budget. The session will include the following matters:

a. Welcome by the Mayor – Drew Boyles, commented on the day and the accomplishments of the Council.

b. Comments from the City Manager – Welcomed everyone, thanked those involved in the Strategic Planning Session and announced his retirement, June 30, 2019.

c. Review agenda and objectives for today – Jan Perkins, Management Partners Facilitator, gave an overview of the agenda for the day. Rules for the day; Engage Fully, Listen to Understand, Seek Consensus, Stay Focused, Assume Good Intentions.

d. Icebreaker: Heike Fallon – Engaged the group in an exercise to get everyone moving for a long day of Strategic Planning.

e. Brief comments by Department Heads regarding planned and desired changes and improvements in their departments;
   Chief Whalen (PD) – Recruitment and retention (Succession Plan)
   Chief Donovan (FD) – “Sharpen the Saw” – Continue employee/leadership development
Charles Mallory (IT) – Create a service oriented department. Execute the Technology Master Plan, Evolve the Master Plan, SAS (Software of Service) bring into the Strategic Plan in the next few years.
Meredith Petit (RP) – New vision statement, “We engage, We inspire, We play”
Sam Lee (PBS) – Open and transparent, open to change, RFP – Permit System, Build the Business Permit Center, Continue to improve zoning, recruitment, retention and succession.
Melissa McCollum (L) – Cultivating a Culture of Service and Innovation, which includes completing 1st Floor remodel, upgrade technology (self-checkout, wireless printing, expanded digital collection, laptop kiosk and online booking for community rooms) and Community Outreach in order to better serve the community’s needs.
Joe Lillio (F) – Continue to enhance customer service – 24 hours a day, continue to address the pensions, continue to maintain fiscal sustainability, continue professional development.
Human Resources – Recruitment and developing an employee engagement program

Recess at 10:18 AM

Reconvened at 10:31 AM

f. Present brief overview of financial outlook for FY 2018-19 - Joe Lillio, Finance Director, gave a brief overview of the FY2018-19 Plus 5-Year Forecast. A comprehensive Budget Session is slated for July 17, 2018, with follow up meetings in August and September.

g. Status report on current Strategic Plan priorities and key performance indicators (KPIs) (Refer to attached Exhibit A – Status Report on the Current Strategic Plan Priorities)
   Group discussion – See Jan Perkins, facilitator, notes attached.
   Several departments gave examples of current KPI indicators as it applies to their departments; Fire, Police and Public Works.
   Employee survey overview – Greg Carpenter

Lunch Break at 11:53 AM

Reconvened at 12:30 PM

h. Discussion and direction on Strategic Plan priorities for FY 2018-19 (Refer to attached Exhibit B – Councilmember and Staff Priorities for FY 2018-19)
   Group discussion on Current Goals developed at last year’s Strategic Planning Session; add Communication to Goal 1.
   Group Discussion on the City’s goals/priorities as identified with Jan Perkins prior to today’s meeting. – See Jan’s notes attached.
   Group discussion surrounding Committee’s, Commission’s and Board’s expectations from Council. Hold a meeting with Council and/or several Council Members and the Chairs for a discussion on expectations.
   Mayor Boyles read a letter into the record from Kelly Watson, resident, pertaining to the City’s transportation situation.
   Council dot voted the priorities within each of the 5 Goals. See Jan’s notes attached for results.
   Council consensus to revisit the priorities/non-priorities identified with the Dot voting at Mid Year.
Council directed staff to create 1-3 KPI’s per Goal present back to Council at the July 17, 2018 Budget session.

i. Wrap up and next steps
   Each meeting participant gave a one sentence wrap-up of what they will take away from today’s meeting.

2. Council may raise other issues related to staff’s preparation of the FY 2018-2019 Strategic Plan.

Attached are detailed notes from Jan Perkins, facilitator, on the day’s session.

ADJOURNMENT at 2:32 PM

Tracy Weaver, City Clerk
City of El Segundo
Council Priority Setting Workshop
Held June 13, 2018

July 2018
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Workshop Report

The City of El Segundo held City Council strategic planning workshop on Wednesday, June 13, 2018 at the George E. Gordon Clubhouse in El Segundo, from 8:30 am – 2:30 pm. The workshop provided an opportunity for Councilmembers and the executive team to review strategic planning roles, understand the status of the current strategic plan, review key performance indicators (KPIs), and determine priorities for the upcoming year. This report contains a summary of the results of the workshop.

Jan Perkins, Senior Partner with Management Partners, facilitated the workshop.

Workshop Overview

Objectives

- Understand department heads' plans and visions for change and improvement
- Understand financial outlook
- Understand progress of current priorities and KPIs
- Consensus on priorities for FY 2018-19

Agenda

- Welcome by the Mayor
- Public comments
- Icebreaker – Heike Fallon
- Comments from the City Manager
- Review agenda and objectives for the day
- Discussion of strategic planning and roles
• Department head presentations about plans for their departments
• Financial overview
• Status report of current strategic plan priorities and key performance indicators (KPIs)
• Discussion of strategic plan priorities for FY 2018-19
• Wrap up and next steps

Workshop Ground Rules. At the start of the workshop, the facilitator suggested several ground rules to help the group have a successful workshop.

• Engage fully
• Listen to understand
• Seek consensus
• Stay focused
• Assume good intent

Workshop Participants

Council Members

Mayor
Drew Boyles

Mayor Pro Tem
Carol Pirsztuk

Council Member
Don Brann

Council Member
Chris Pimentel

Council Member
Scot Nicol
Executive Management Team

- Greg Carpenter, City Manager
- Joseph Lillio, Finance Director
- Ken Berkman, Public Works Director
- Christopher Donovan, Fire Chief
- Sam Lee, Director of Planning and Building Safety
- Charles Mallory, Information Services Director
- Melissa McCollum, Director of Library Services
- Meredith Petit, Director of Recreation and Parks
- Bill Whalen, Police Chief

Workshop Preparation. In preparation for the workshop, Jan Perkins conducted individual interviews with each member of the City Council, facilitated a workshop with the executive team to discuss departmental needs and worked with staff on various materials for the June 13 session.

Mayor’s Comments

The workshop kicked-off with a welcome from the Mayor. He suggested the City make a point of taking time to focus on their “wins” and he highlighted the following items.

- Employee engagement survey
- Talented people around these tables today
- We have five strategic objectives we’re rallying around
• We’ve started installing a performance management culture with metrics
• Addressing pension costs
• Net promoter score
• New technology and positions for crime reduction
• New investment in technology
• Committees, commissions and boards with “bottoms up” mindset

He then noted several issues that may present challenges in the future, as follows.

• Change management
• Changing fees
• Get ahead of technology
• Communication with constituents
• Prepare for catastrophes
• Become more aware of how we are perceived as an employer
• LAX issues
• Become known as the “most important 5 miles in the SoCal economy”

City Manager’s Comments

The City Manager provided opening comments, which included emphasizing the importance of the day’s session. He noted that the workshop was important to department heads for alignment, understanding, and direction from Council. He also announced that his retirement will occur on June 30, 2019.
Icebreaker

Following the opening comments from the Mayor and City Manager, local resident Heike Fallon led the group through an energetic opening exercise to help everyone get ready for the day.

Roles of City Council and Staff in Strategic Planning

Facilitator Jan Perkins reviewed the strategic planning roles of City Council and staff, which are shown in this graphic.

- **City Council**
  - Set the vision
  - Establish broad key goals
  - Set policy priorities

- **Executive Staff**
  - Create departmental strategies
  - Develop implementation approaches

Comments were offered by Councilmembers and staff, as follows.

- It is important for us to all buy-in to the roles on this slide.
- We (as Council) could do a better job of assisting staff by letting them know what we expect on staff reports when we are changing policy.
- A communication plan needs to be created for any change we are making. It should not be an afterthought; need resources.
- We would benefit by having job descriptions for city council, committees, commissions, and boards.
- We could do a better job of providing more information, communication; could have more study sessions to discuss issues as a way to move things forward.
- Staff needs to know what the right amount of information is needed in staff reports; possibly redesign the template to have categories of information needed.
- Part of change management is getting people to buy in to the benefit of the change.
- A graphic should show an arrow going both ways between Council and staff; need to add the committees, commissions and boards to the graphic. City clerk and treasurer also need to be shown.
**Department Plans/Visions**

Each department head shared the major areas of focus for their departments over the next few years. A summary of the department comments is presented in Table 1, below.

**Table 1. Department Areas of Focus**

<table>
<thead>
<tr>
<th>Department</th>
<th>Comments</th>
</tr>
</thead>
</table>
| **Police**                  | • Recruitment and retention  
|                             | • Crime analyst brings us to another level of solving crimes              |
| **Fire**                    | • Focus is on “sharpening the saw”  
|                             | • Employee and leadership development  
|                             | • Health and wellness (mental, physical, environmental)  
|                             | • 3-5-year accreditation – self assessment, internal evaluation          |
| **Information Technology**  | • Execute the current Technology Master Plan  
|                             | • Will evolve the master tech plan in light of evolving trends           |
|                             | • Focus is on creating a service-oriented department                      |
| **Recreation and Parks**    | • “We engage, we inspire, we play” = new vision statement                |
|                             | • New software to reach out to community                                  |
|                             | • Inspire staff and volunteers                                            |
|                             | • Back to basics in recreation                                           |
|                             | • “Skate toward where the puck is going to be not where it has been.”     |
|                             | Wayne Gretzky                                                             |
Taking into consideration the input from the department presentations, Council members provided the following comments:

- We’ve come far; strategic planning has become ingrained – clear visions of departments.
- Create overarching goal and who it is to benefit. We exist to serve our residents – ask why we are doing what we’re doing.
- There is a theme about how information flows around the city.
- Would be good for each department to have an overall plan at the start of each year, so that as pieces come forward, Council can clearly see how they fit.
- All three of these are required in making progress:
  - Momentum
  - Alignment
  - Accountability
Financial Overview

The Finance Director presented a brief overview of the City’s financial outlook, to help establish a shared understanding of the City’s financial capacity to accomplish goals and desired service delivery. He reviewed a five-year forecast, budget assumptions, rising pension costs, and upcoming financial decisions.

Key Accomplishments and Current Strategic Plan Priorities

Jan reviewed the key accomplishments that were highlighted during the Council interviews. Among the accomplishments that were mentioned are the following:

- Addressing pension liability
- Starting technology improvements
- Employee, resident, business surveys
- Downtown improvements
- New businesses
- Centennial celebration
- Measure C
- Sepulveda renamed to PCH
- Agreement with school district about aquatics center
- Increasing property values
- Planning code changes
- Labor contracts negotiated
- New department heads
- Executive performance evaluations

Then the group discussed the status of the current strategic plan priorities. The purpose of this discussion was to share an understanding
of the progress that has been made on the priorities that were set last year, and other activities in the strategic plan.

There were 59 activities in the prior strategic plan. Of those, 16 have been completed, for a 27% completion rate. All but two of the other activities are underway, and those two have a planned start day in FY 2018-19.

It was noted that there is still much work to do, and that the City needs to enhance leadership, technology, and engagement.

Key Performance Indicators

Each department is tracking key performance indicators (KPIs) to help inform the decision making process, make changes, and highlight improvements. Examples of KPIs for Fire, Police, and Public Works were presented at the workshop, and are described in Table 2, below.

Table 2. Sample Key Performance Indicators

<table>
<thead>
<tr>
<th>Department</th>
<th>Key Performance Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>• Response time</td>
</tr>
<tr>
<td></td>
<td>o NFPA 1710 response time standard</td>
</tr>
<tr>
<td></td>
<td>o We are hitting the mark</td>
</tr>
<tr>
<td></td>
<td>o Identified some delays from time call hits dispatch center to times it is dispatched; going to a pre-alert system to cut time</td>
</tr>
<tr>
<td></td>
<td>o Looking at other technology improvements to save on response times</td>
</tr>
<tr>
<td>Police</td>
<td>• Part 1 crimes</td>
</tr>
<tr>
<td></td>
<td>o The key to how a police department is judged</td>
</tr>
<tr>
<td></td>
<td>o Not a huge data set</td>
</tr>
</tbody>
</table>
|             |   o With the data, we...
|             |     • Reinstated community police officer (homeless response plan, trends) |
|             |     • Brought a crime analyst on board to be a resource to detectives |
|             |     • Patrol officers are focused on crime |
| Public Works| • Pothole and sidewalk repair KPI’s |
|             |   o Pothole repair within a day (24 hrs.) |
|             |   o Before the rainy season and each storm, we proactively repair potholes |
|             |   o Sidewalk trip hazards – proactive inventory and repair, and excellent repair turnaround times (24-48 hr. turnaround) |
|             |   o These KPI’s are addressed in our capital program as well |
|             |   o KPI tracking tells us we are deploying our resources correctly |
|             |   o We track labor hours spent |
Following the short presentations by the Fire Chief, Police Chief and Public Works Director, the following comments were offered.

- The City of Santa Monica’s performance management person is a local resident and is on our Technology Committee; providing helpful advice
- KPIs are a “work in progress”
- Staff will come back to Council to delete/add KPIs
- A measure of how well informed people feel they are (residents)

**KPIs for Goals:** The Council asked that one to three KPIs be developed for each of the five goals. Those will be included in the updated strategic plan document.

---

**Employee, Resident, and Business Surveys**

The City Manager reviewed action steps on the employee, resident, and business surveys that were conducted earlier this year. Comments from the group included:

- Council wasn’t viewed favorably, so what are tangible ways to address it?
- We should reframe some questions to get deeper answers
- Do the surveys each year, use it to help change the culture and improve operations
- Public sector recruitment is difficult so what can we do to make our jobs more attractive; the employee survey should help us understand that
- Need to act on what we heard
- We are now implementing implement transaction-based surveys
- Need the key components/results of surveys in mind as we develop implementation
- October of each year for next round of annual surveys

**Multi-Year Goals**

The group discussed and confirmed the current five broad goals in the strategic plan, with one change to Goal 1. The change in Goal 1 was to add the word “communications” and is shown in **red**.

El Segundo's multi-year goals, and associated objectives, are listed in Table 3 below.

<table>
<thead>
<tr>
<th>Goals</th>
<th>Objectives</th>
</tr>
</thead>
</table>
| **Goal 1: Enhance Customer Service, and Engagement and Communications** | 1.A. El Segundo provides unparalleled service to internal and external customers.  
1.B. El Segundo’s engagement with the community ensures excellence. |
| **Goal 2: Support Community Safety and Preparedness** | 2.A El Segundo is a safe and prepared community. |
| **Goal 3: Develop as a Choice Employer and Workforce** | 3.A El Segundo is a city employer of choice and consistently hires for the future.  
3.B The El Segundo workforce is inspired, world-class, engaged, with increasing stability and innovation. |
| **Goal 4: Develop Quality Infrastructure and Technology** | 4.A El Segundo’s physical infrastructure supports an appealing, safe and effective community.  
4.B El Segundo’s technology supports effective, efficient, and proactive municipal operations. |
5.B El Segundo approaches its work in a financially strategic and responsible way. |
Priorities

Through dot-voting, Councilmembers indicated their priorities for the next fiscal year. Each Councilmember received six dots, and placed them next to their priorities, which were sorted by goal.

Eight items received at least 3 dots are listed below, under the associated goal. These are all Tier 1 priorities.

Tier 1 Priorities, Sorted by Goal

Goal 1: Enhance customer service, engagement and communications.
- Clarify roles and expectations of the Council, committees, commissions, boards, subcommittees and task forces.
- Develop an effective strategy for improving communications with the public.

Goal 2: Support community safety and preparedness.
- Implement strategies for recruitment and training of police officers.

Goal 3: Develop as a choice employer and workforce.
- Develop a new approach to human resources that will position the City for being a choice employer and meeting future workforce needs.

Goal 4: Develop quality infrastructure and technology.
- Implement planned technology projects.
- Focus on improving City facilities through completing the condition assessment and making improvements.

Goal 5: Champion economic development and fiscal sustainability.
- Continue to implement a strategy to shrink pension liabilities.
- Continue on a sustainable financial path and solve future structural deficits.

The complete list of Tier 1 and Tier 2 priorities for FY 2018-19, sorted by goal, are shown in Table 4 below.
The Tier 1 priorities are listed first under each goal and are highlighted in yellow. The other items listed without highlighting are Tier 2 priorities.

Table 4. FY 2018-19 Tier 1 and Tier 2 Priorities Sorted by Goal

<table>
<thead>
<tr>
<th>Tier 1 and Tier 2 Priorities for FY 2018-19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Goal 1: Enhance customer service and engagement</strong></td>
</tr>
<tr>
<td>(1) Clarify roles and expectations of the Council, committees, commissions, boards, subcommittees and task forces.</td>
</tr>
<tr>
<td>(2) Develop an effective strategy for improving communications with the public.</td>
</tr>
<tr>
<td>(3) Strengthen relationships between Council, executives and staff.</td>
</tr>
<tr>
<td><strong>Goal 2: Support community safety and preparedness</strong></td>
</tr>
<tr>
<td>(1) Implement strategies for recruitment and training of police officers.</td>
</tr>
<tr>
<td>(2) Increase community awareness of the need for preparedness; increase the number of people who are prepared for disaster and involved in CERT services we offer.</td>
</tr>
<tr>
<td><strong>Goal 3: Develop as a choice employer and workforce</strong></td>
</tr>
<tr>
<td>(1) Develop a new approach to human resources that will position the City for being a choice employer and meeting future workforce needs.</td>
</tr>
<tr>
<td>(2) Complete current labor negotiations.</td>
</tr>
<tr>
<td>(3) Improve our employees’ experience in our organization and enhance employee/management relations.</td>
</tr>
<tr>
<td>(4) Conduct a review of part-time classifications and wages to ensure the City can attract and retain needed staff.</td>
</tr>
<tr>
<td>(5) Fill vacant positions in order to provide needed services to the community.</td>
</tr>
<tr>
<td><strong>Goal 4: Develop quality infrastructure and technology</strong></td>
</tr>
<tr>
<td>(1) Implement planned technology projects.</td>
</tr>
<tr>
<td>(2) Focus on improving City facilities through completing the condition assessment and making improvements.</td>
</tr>
<tr>
<td>(3) Digitize document imaging of historical plans and records for public accessibility.</td>
</tr>
<tr>
<td>(4) Implement new EOC software.</td>
</tr>
<tr>
<td>(5) Monitor the desalination plant project of the water district.</td>
</tr>
<tr>
<td><strong>Goal 5: Champion economic development and fiscal sustainability</strong></td>
</tr>
<tr>
<td>(1) Continue to implement a strategy to shrink pension liabilities.</td>
</tr>
<tr>
<td>(2) Continue on a sustainable financial path and solve future structural deficits.</td>
</tr>
<tr>
<td>(3) Identify new revenues.</td>
</tr>
<tr>
<td>(4) Implement downtown improvements; re-imagine the downtown</td>
</tr>
<tr>
<td>(5) Economic development: define who we want to attract and why.</td>
</tr>
<tr>
<td>(6) Strategy to get relief from low property tax; enlist partner cities; work toward a future statewide ballot measure.</td>
</tr>
<tr>
<td>(7) Create a development fee for the arts on development to help with economic development.</td>
</tr>
<tr>
<td>(8) Negotiate trash contract.</td>
</tr>
<tr>
<td>(9) Golf Course request for proposals process.</td>
</tr>
<tr>
<td>(10) Review business license tax.</td>
</tr>
<tr>
<td>(11) Evaluate creating a risk manager position.</td>
</tr>
<tr>
<td>(12) Advocate for City’s interests regarding LAX.</td>
</tr>
</tbody>
</table>
Opportunities To be Discussed During Mid-Year Update

The following items did not receive Council support for Tier 1 or 2, and are opportunities for discussion during the mid-year update.

- Build connections and partner with organizations that facilitate mentoring between seniors and young people.
- Build connections and partner with organizations that foster civility in the community.
- Streamline contract processes.
- Start the General Plan update process
- Evaluate the city-provided transportation program and provide recommendations (what is the current program and plan)

Preparing the Update to the Strategic Plan

City staff will prepare an update to the strategic plan. In the update, the following steps will be taken:

- Remove items that have been completed or integrated into ongoing work of departments.
- Refine wording, as needed, on items that remain to reflect current plans.
- Integrate the new items from the June 13, 2018 workshop, as reflected in Table 4 above.

Bike Rack

The following items were added to the bike rack during the workshop. They will be addressed at a later date.

1. Process for considering something outside the strategic plan – it will be brought to the Council for an intentional decision.
2. Grant writer to be discussed during budget process.
3. Staff to bring to Council one to three KPIs for each of the five goals as part of the updated strategic plan.

Wrap Up and Next Steps

To conclude the workshop, the group reviewed that will occur after the workshop, which includes preparation of this report by Management Partners and a series of steps by staff, as follow.

- Preparation for the budget study session in July;
- Preparation of the FY 2018-19 budget;
- Development of 1 – 3 KPIs for each of the five goals; and,
- Preparation of an updated strategic plan document.
Closing Comments

Brief comments about the value of today were offered by Councilmembers and staff, as follow.

- We’re getting better; need teambuilding
- Helped with understanding
- Helps with context
- Openness regarding employee engagement survey
- Clear goal setting helps communication
- Alignment; retreat in the future for the team (DISC or similar exercise)
- Appreciate clarity
- Communications
- Alignment – desire for common goals and priorities
- This is great teambuilding; working with staff and council, workload
- Alignment, communication, civility, support, greater trust
- Everything is somewhat a priority; we care about it all
- Baseline information thru surveys and look forward to improvement
- We’re now getting into the strategic planning; still working on it; appreciate the support and tolerance if we’re not hitting 100%; we must follow up with employees
- Appreciate the open forum and communication; helpful to have City Council alignment
- Opportunity to be better in our roles, inclusive
Recommendation – 1) Approval
AGENDA DESCRIPTION:
Consideration and possible action to adopt a Resolution approving Plans and Specifications for the Water Main Improvement on Cedar Street and Walnut Avenue, Project No. PW18-10. (Fiscal Impact: to be determined.)

RECOMMENDED COUNCIL ACTION:
1. Adopt the attached Resolution approving Plans and Specifications for Water Main Improvements on Cedar Street and Walnut Avenue. (Project No. PW 18-10).
2. Alternatively, discuss and take other possible actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Resolution
Location Map

FISCAL IMPACT: Included in Adopted Budget
Amount Budgeted: $3,000,000.00 for various water improvement projects
Additional Appropriation: N/A
Account Number(s): 501-400-7103-8206 (Water Enterprise Fund)

STRATEGIC PLAN:
Goal: 4 Develop Quality Infrastructure and Technology
Objective: (a) El Segundo’s physical infrastructure supports an appealing, safe, and effective City.

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

BACKGROUND AND DISCUSSION:
This project is part of the City’s Annual Water Main Replacement Program. Much of the City’s water transmission and distribution system dates back to the 1920’s. Many of these water mains have exceeded their useful life and are in need of replacement. Standard practices call for replacing lines every 50-70 years due to natural degradation from soil chemistry and chlorinated potable water sources. In addition, they can no longer provide adequate pressures and flow. On an ongoing basis, staff reviews sections of water main that need to be replaced due to age and condition. The new water mains will increase system reliability and capacity in order to better serve new and existing customers.

This project will install approximately 1,000 ft. of new water main, including water meters and water services to customers, at the following locations:
1. Cedar Street from Imperial Avenue to Walnut Street
2. Walnut Street from Cedar Street to Main Street

The plans and specifications are complete and ready for adoption by City Council. Staff respectfully recommends City Council adopt the attached resolution and authorize staff to advertise the project for construction bids.

With Council approval, staff estimates the following timeline for the project:

- Advertise for bids: July 2018
- Award by City Council: August 2018
- Construction Start: October 2018
- Construction End: December 2018
RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CONSTRUCTION OF PW18-10, WATER MAIN IMPROVEMENTS ON CEDAR STREET AND WALNUT AVENUE PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. The City retained Omnis Consulting, Inc. ("Consultant") as the engineer to design and prepare the plans for PW 18-10, Water Main Improvements on Cedar Street and Walnut Avenue ("Project");

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

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

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

SECTION 2: Design Immunity; Authorization.

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this ___ day of ________, 2018.

___________________________________________
Drew Boyles, Mayor

ATTEST:

___________________________________________
Tracy Weaver, City Clerk

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

By: _______________________________________
David H. King, Assistant City Attorney
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: July 17, 2018
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to (1) adopt a Resolution approving Plans and Specifications for the Library Wi-Fi and Reading Lounge Renovation Project, (2) Authorize staff to purchase library-approved furniture in the amount not to exceed $66,246.05. Project No. PW18-04. (Fiscal Impact: to be determined)

RECOMMENDED COUNCIL ACTION:
1. Adopt the attached Resolution approving Plans and Specifications for the Library Wi-Fi and Reading Lounge Renovation Project (Project No. PW 18-04) and authorize advertising for bids.
2. Pursuant to El Segundo Municipal Code 1-7-9C, waive the bidding process and authorize the City Manager to issue a purchase order with J.K. Miklin Inc. dba Yamada Enterprises piggybacking on an existing County of San Bernardino FAS Standard Contract No. 16-153 to purchase furniture in the amount not to exceed $66,246.05.
3. Approve transferring $46,000 from 001-400-6101-4101 (Library Salary Fulltime) to 301-400-8201-8417 (Library Wi-Fi Zone).
4. Authorize the City Manager or designee to repurpose, sell, or auction the Library’s old furniture/bookshelves that will no longer apply to the project’s improvement.
5. Alternatively, discuss and take other possible actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Resolution
San Bernardino County FAS Contract

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $153,000
Additional Appropriation: No
Account Number(s): $90,000 from 301-400-8201-8417 (Library Wi-Fi Zone)
$17,000 from 601-400-6101-8104 (Library Equipment Replacement)
$46,000 transferring from 001-400-6101-4101 (Library Salary Fulltime) to 301-400-8201-8417 (Library Wi-Fi Zone)

STRATEGIC PLAN:

Goal: 4 Develop Quality Infrastructure and Technology
Objective: (a) El Segundo’s physical infrastructure supports an appealing, safe, and effective City
Goal: 1 Enhance Customer Service and Engagement

Objective: 2 City services are convenient, efficient and user-friendly for all residents, businesses, and visitors

ORIGINATED BY: Arianne Bola, Senior Associate Engineer
REVIEWED BY: Ken Berkman, Public Works Director
Melissa McCollum, Library Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On March 6, 2018, the Library Board of Trustees approved a renovation layout design that comprises a combination of Classic furniture with Coastal colors. This renovation layout design was also presented to the City Council on April 17, 2018 by the Architectural design firm CWA AIA Inc. (CWA), who prepared the design and is retained by the Library. Recall that the Classic design includes a more traditional feel to the furniture with a darker color palette while the Coastal design includes a more modern look to the furniture with a lighter color palette. Both designs incorporate an additional 52 seats with a variation of smaller, shared study tables and larger, high counter tables. Both designs also incorporate new tables with built-in electrical outlets.

On May 8, 2018, the Library Board of Trustees and CWA, finalized the furniture selection details. The total estimated cost for the furniture was $124,048.00 which is approximately 120% of the original project budget. Staff asked CWA to look for a furniture vendor that can provide competitive discounts who is part of an existing written purchase contract obtained within the past 12 months through a competitive bidding process, and was awarded by another government agency. CWA found and reached out to J.K. Miklin Inc. dba Yamada Enterprises (Yamada), who was awarded a contract for purchasing Systems and Freestanding Furniture with San Bernardino County on April 12, 2016. This contract is in good standing and will remain in effect through April 11, 2021 and qualifies for “piggy-backing” under the ESMC § 1-7-9C. The cost to procure the approved library furniture using the said contract is $66,246.05, which is almost half the original estimated market cost.

Project Cost Estimate:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Plans and Specifications</td>
<td>$14,550.00</td>
</tr>
<tr>
<td>Advertise for bids</td>
<td>$950.00</td>
</tr>
<tr>
<td>Furniture</td>
<td>$66,246.05</td>
</tr>
<tr>
<td>Demo and Construction</td>
<td>$71,000</td>
</tr>
<tr>
<td>Total Estimated Project Cost (rounded to the thousand)</td>
<td>$153,000</td>
</tr>
</tbody>
</table>

Staff originally budgeted $17,000 in the library equipment fund for purchase of the furniture with the intention of making up the difference with other sources once the actual cost of furniture is known. Staff estimated that an additional $46,000 is needed on top of the previously-approved...
project budget and recommends using salary savings from unfilled positions to make up the remaining shortfall with the transfer of $46,000 from 001-400-6101-4101 (Library Salary Fulltime) to the project account 301-400-8201-8417 (Library Wi-Fi Zone).

The Library renovation involves the following:
1. Grinding of shelving anchorage bolts (by Public Works Staff)
2. Removal reference shelves (by Public Works Staff)
3. Removal of old carpet (by Contractor)
4. Patching of existing grinded floors (by Contractor)
5. Installation of electrical wires and outlets (by Contractor)
6. Installation of new carpet and new furniture (by Contractor)
7. Interior painting (by Contractor)

The construction plans and specifications for the project are now complete and ready for adoption by City Council.

Staff respectfully recommends the City Council adopt the attached resolution approving the plans and specifications for the project and approve the related action items above.

With Council approval, staff estimates the following timeline for the project:

- Advertise for bids: July 2018
- Construction Contract Award by City Council: September 2018
- Construction Start: October 2018
- Construction End: January 2019
RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CONSTRUCTION OF PW18-04, LIBRARY WI-FI AND READING LOUNGE RENOVATION PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. The City Engineer prepared specifications and plans for the library renovation within the City (the “Project”). The plans and specifications are complete. Bidding for construction of the Project may begin;

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

SECTION 2: Design Immunity; Authorization.

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

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

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

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

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

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

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

SECTION 5: This Resolution will become effective immediately upon adoption.
PASSED AND ADOPTED this ___ day of ______, 2018.

__________________________________________
Drew Boyles, Mayor

ATTEST:

__________________________________________
Tracy Weaver, City Clerk

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

By: _______________________________________
David H. King, Assistant City Attorney
## STANDARD CONTRACT

<table>
<thead>
<tr>
<th>Commodity Code</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Original Amount</th>
<th>Amendment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>42500</td>
<td>4/12/16</td>
<td>4/11/21</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**THIS CONTRACT** is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

**Name**
J.K. Miklin Inc. dba Yamada Enterprises

**Address**
16552 Burke Lane

**Telephone**
(800) 444-4594

**Federal ID No. or Social Security No.**
33-0783690

**Huntington Beach, CA 92647**

**This Agreement** is entered into as of April 5, 2016 between Contractor and the County of San Bernardino.

**WHEREAS** the County desires to designate a contractor of choice to provide and install systems/freestanding furniture, filing systems, and seating to all County departments, AND

**WHEREAS**, the County conducted a competitive process to find contractors able to provide the necessary services, AND

**WHEREAS, Contractor** has been evaluated by the County Purchasing Department (hereinafter referred to as Purchasing) and has been determined to have the necessary skills to provide services under the terms and conditions provided herein,
WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE the County designates Contractor as Primary Contractor to provide and install systems/freestanding furniture, filing systems, and seating to all County departments as follows:

A. DEFINITIONS

A.1 INSIDE DELIVERY:

 Deliveries made to a building or warehouse that will be the end destination of the ordered product. If the deliveries are to be made in a secured area, the contractor will make efforts to contact the location to arrange delivery. Contractor is to dispose of all packaging from the project location.

A.2 MANUFACTURER’S WARRANTY:

 Preprinted written warranty published by each individual manufacturer for a particular product and specifically endorsed by manufacturer to the County.

A.3 NEW PRODUCTS:

 Items never used or newly manufactured that have not previously been incorporated into another project or facility. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

A.4 PRE-QUALIFIED PRODUCT SPECIFICATIONS:

 Where a specific manufacturer’s product is named as the "Basis of Design", to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics.

A.6 PROJECT:

 Includes, but is not limited to, the scope of work that requires design, project management, reconfiguration, space planning, special project management, and installation service required to complete a project or any other special request submitted to Contractor by the Department's representative.

A.7 QUICK SHIP:

 Any furniture product offered by the manufactures as in-stock program to be delivered in 2-4 weeks.

A.8 SPECIAL WARRANTY:

 Written warranty required either to extend the time limit provided by the manufacturer's warranty or to provide more rights for the County.

B. SCOPE OF WORK

B.1 SCOPE OF SERVICES
Contractor shall supply Systems and Freestanding Furniture at locations throughout San Bernardino County as needed. Services shall include Designers, Project Managers, Space Planners, and Installers as needed for new and existing systems furniture.

B.2 DESIGN SERVICES

Contractor shall provide a certified designer to be assigned to furniture projects. This service shall include the development of new furniture plans/drawings, furniture colors, materials and finishes, and furniture specifications.

B.3 SPECIAL PROJECT MANAGEMENT

Contractors shall provide project management for future Special Furniture Projects, in coordination with contractors and architects identified by the County for a Building Retrofit, of which furnishings is a subset. Contractor shall partner with the Department Representative to allow for flexibility and responsiveness during periods involving construction efforts.

Contractor shall be responsible for inventorying, refurbishing, moving, storing, matching, designing, space planning, ordering, receiving, transporting, delivering, staging, installing, and inspecting furnishings, as indicated, and as needed, throughout the duration of the project. For such projects, Contractor shall prepare a collective furnishings inventory for all affected buildings, physically move out business furnishings to an alternate location in unincorporated San Bernardino County, determine what is reusable including parts that are needed and available, refurbish and/or repair furniture as appropriate, procure new furnishings in compatible and complimentary colors and styles, and return business furnishings to alternate, designated locations as design and construction is completed for each building.

Contractor shall provide the following for each project:

a. A dedicated project team for the duration of the project.
b. An organizational chart or outline of team members' functions within the overall company.
c. Contact information for your designated project team and representative assigned to interface with County project team.
d. Manage the development of test fit plans created by the Architectural/Interior design consultant for each building under consideration.
e. Attend all construction-related meetings as to assure compliance with scheduling parameters.
f. Aggressively work on behalf of the County to save money, and to promote and maintain the established project schedule.
g. Provide innovative and proactive solutions to problems that may have a negative impact on the cost of the work and/or the project schedule.
h. Participate with the Building Retrofit Project team in the development of a corrective deficiency list at the completion of each phase or work.
i. Use Special Project pricing offered by Contractor in this bid. Supply the County with a Special Project Warranty agreeing to repair or replace units, which fail in materials or workmanship within the specified warranty period. This warranty shall be in addition to and not a limitation of other rights the County may have against the Proposer under the Contract Documents.

B.4 PROJECT PARTICIPATION SERVICES

When required by the County Contractor shall participate as part of the County's project team, consisting of assigned Architect, County Architecture and Engineering Project Manager, Contractor, Building Manager,
County Information Technology Representative, Agency or Department Representatives, and/or Specialized Contractors such as, Electrical and Structural Engineers, Movers and the awarded Contractors. Contractor shall communicate all project requirements and understand all project timelines by attending the agency project meetings.

If applicable Contractor must submit all electrical requirements for contracted furniture including all minimum requirements of circuits needed to safely operate all County needs. The County, at its discretion, can increase the number of required circuits. All working plans must include all circuits wired and used in all furniture clusters. A 20 amp receptacle must be installed where copiers or other large equipment are to be used. Contractor will provide to the electrical contractor, via the General Contractor or Agency Representative, wiring schematics for the systems furniture. It is mandatory that any systems furniture used by the County can supply 20 amp receptacles.

Information Services Department (ISD) has the responsibility for all County information technology. If applicable Contractor must notify ISD before installation of data/telephone cabling and data/telephone jacks placements. Contractor must follow ISD install procedures. Project teams shall determine placement of all data/telephone jacks. Contractor shall gain a clear understanding of when furniture must arrive to the jobsite along with necessary installation time to maintain proper project completion timelines. Contractor must factor all products lead times into their equation. Contractor must attend project meetings to maintain critical knowledge of timeline status.

B.6 RISK MANAGEMENT

Contractor shall make available all items that may pose a risk to County employees to the Purchasing Department. Risk Management will review and submit a list of items meeting their requirements to Purchasing. Contractor must receive final approval before any item is to be sold to the County. Furniture provide or installed that is deemed unusable or unsafe by the Purchasing Agent or Risk Management shall be replaced, at the contractor's expense, with approved furniture.

B.6 CONTRACTOR PROJECT MANAGER RESPONSIBILITIES

County shall have the right to request a Contractor Project Manager (PM). If the PM is not performing to the County's expectation, the County may request removal and replacement of the PM. Contractor shall respond to the County's request within two business days.

Contractor's PM shall be responsible for providing the planning, delivery and installation, ordering of materials, bill of lading, verification of orders, and inspection for damaged furniture or order for reordering furniture or punch list items. Contractor's PM shall be the single point of contact through the entire project, up to and including, completion of any outstanding punch lists. PM will be responsible for tracking shipments, resolving bill of material issues, and verifying receipt of the product ordered.

Contractor's PM shall coordinate all delivery and installation with the County's assigned representative(s).

If a project requires storage of the materials/furnishing, the Contractor's PM shall be responsible for securing such materials/furnishing. The County may pay storage of the goods should the County cause the delay of the installation after 14 calendar days. The Contractor's PM shall be responsible for coordination of transportation, installation, including labor, equipment and tools.

Contractor's PM shall remove all cartons, packing materials, etc., from the project site. The project site is to be left clean and in the same condition as it was prior to Contractor's performance at the site.
Upon award of a project, Contractor's PM shall coordinate a "Design Selection Meeting" in which the Contractor's PM shall invite representatives from all parties involved in the project such as the Design Firm, Department Representative(s), Purchasing representative, etc., to meet and discuss final details and specifications of project. Once meeting is complete and all parties are in agreement, the following shall occur:

Bid package project layout, specifications, finish selections, etc. shall be updated and returned to Department Representative(s) and Purchasing representative:

CD or flash drive including all layout drawings in PDF and AutoCAD formats shall be updated as modified and provided to Department Representative(s) and Purchasing Department. Warranty information will be included for all items that may have been selected at the Design Selection Meeting.

Contractor's PM is responsible for all field measurements including re-verification of measurements prior to ordering of product. Re-verification of measurements is the sole responsibility of the Contractor.

The Contractor's PM will follow-up and rectify the punch-list of the furniture project, so the project itself can be completely finished and final payments can be made. Contractor's PM must be involved throughout project until project is complete and all open issues have been resolved. Contractor's PM may not hand-off completion of project to any alternate individual without proper written justification and then approval by Department Representatives and the Purchasing Representative.

The Contractor's PM will provide Department Representatives and the Purchasing Representative with a copy of all pre-punch list items (at delivery and install), including any missing furniture items or items on backorder/delay with updated delivery date. In addition, pre-punch items shall be ordered by Contractor's PM at time of discovery by Contractor's PM and must be completed as quickly as possible and within a maximum of 30 days. PM, Department Representative(s), Purchasing representative, and Design Firm (if applicable) must complete a final inspection and sign-off.

**B.7 QUALITY ASSURANCE**

All workstations must meet or exceed standards established by the Business and Institutional Furniture Manufacturers Association (BIFMA) and the American National Standards Institute (ANSI).

Contractor shall provide each item with all needed materials, fully furnished, and with all accessories, including but not limited to, glides, hanging clips, rubber stops, cantilevers, etc., as required by the specifications and recommended by the approved manufacturers chosen by the Contractor.

All punch items must be rectified and completed as quickly as possible and within a maximum of 30 days.

**B.8 MATERIALS**

All materials utilized by the Contractor pursuant to this Contract shall comply with the following, or any materials that do not meet these requirements must be brought to the attention of the County prior to installation, and the County has the right to reject the use of such materials:

a. All applied finishes shall have a Class I flame spread when tested in accordance with UL723 and ASTM E84, with no increase in flame spread and no evidence of significant progressive combustion for test for an additional 20 minutes.
b. All seating materials provided shall be identical to those that pass California Technical Bulletin 117 when tested by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Furniture must be identified with appropriate markings of applicable testing and inspecting agency.

c. All plastic materials shall be self-extinguishing as established by the standard method of test for flammability of self-supporting plastics, ASTM D-635-98.

d. All plastic laminate shall be at least 0.4500 mm thickness, general-purpose type (high pressure), with color and pattern from manufacturer's standard line.

e. All upholstery materials, including covering, lining, webbing, cushioning and padding shall be self-extinguishing as defined by Federal Specifications CCC-T19, Method #5903.

f. Padding that exceeds one-half (1/2) inch thickness and all cushioning shall be tested in accordance with either ASTM E-84-70 Tunnel Test or ASTM E-162-677 Radiant Panel Test.

g. All upholstery fabrics must pass Wyzenbeek Testing ASTM D-359-7 in their appropriate categories and in accordance with specified products: 100,000 double rubs, minimum.

h. All baked enamel shall be factory applied, baked acrylic enamel casting.

i. All stainless steel shall be AISI type 302/304, with polished No. 4 finish, 22-gauge minimum, unless otherwise specified.

j. All aluminum shall be alloy and temper as recommended by aluminum fabricator. ASTM B-26 or BIOS for castings.

k. All sheet steel shall be cold rolled, commercial quality, ASTM A-366, with surface preparation and metal pretreatment as required for applied finish. All chromium plating shall be nickel and chromium electro-deposited on base metal, ASTM B-456, type SC-2.

B.9 COORDINATION

Contractor shall be responsible for the following:

a. Installation activities shall be coordinated with the Department Representative to ensure efficient and orderly installation, connection and operation.

b. Loading dock and elevator usage shall be coordinated with the Department Representative.

c. Staging area shall be coordinated with the Department Representative. The Contractor or its subcontractor shall receive, organize and store products and hardware in an orderly fashion.

d. Connection of building electrical power and communication cabling to systems furniture shall be coordinated with the County representative.

B.10 SHIPMENT AND DELIVERY

All deliveries shall be FOB to final destination; installation of product shall be priced separately in Exhibit A Contractor's PM will indicate all shortages and/or damages on the delivery receipt, identifying such shortages/damages by carton number, at the time the product is received. All items shall be ordered at time of discovery. It is the responsibility of the Contractor's PM to replace or repair within 30 calendar days any damaged or lost product, and to notify the County of the same.
B.11 STORAGE

There shall be no extra cost to the County for storage of product unless storage is due to a delay caused by the County.

Contractor must provide an insured warehouse facility, separate and secured from other tenants, for the storage of all furniture to be stored. The facility must be secured and have the required fire sprinklers. The warehouse shall be owned or leased by the Contractor unless agreed to in writing by the County. If this is not the case then the Contractor must insure the County’s product against theft and fire and any liability that may occur.

B.12 INSTALLATION

Contractor shall be responsible for the following:

a. Installation of products shall be the responsibility of the Contractor, and will occur during normal business hours per the requesting Department, unless otherwise specified. Installers must work in tandem with other trades to successfully complete the job in the time allotted.

b. If unusual site conditions exist that the Contractor feels will seriously impact upon the ability to deliver and install effectively and in the specified time frame, such conditions must be brought to the attention of the Department Representative by the Contractor. There will be no additional charges for dock, elevator or security during an installation and the decision of the County on any site issues shall prevail.

c. Any work/installation to be accomplished outside of normal working hours per the requesting Department must be approved in advance by the Department Representative. Installation delays not incurred by the County shall be the responsibility of the Contractor.

d. Contractor shall ensure that all installation teams are properly trained in the installation methods of the manufacturers’ product lines.

e. Contractor must complete a thorough employee background check that includes all independent installers that are used. The County may, at its sole discretion, accept or reject the team or any members thereof, and request replacement(s).

f. If independent installers are used, the Contractor or Contractor’s representative shall provide the County a list of past jobs and credentials of the independent team.

g. Contractor is responsible for any and all damage to the product that they are installing due to negligence of its employees or subcontractors in the handling or installation of product.

h. Any damage to data, electrical and/or hydraulic cables occurring during delivery and installation period by contractor or subcontractor shall be the responsibility of the Contractor.

i. All products deemed by the County to be excess must be removed from the premises and shall be delivered to a County designated location.

j. All panel installation must be plumb and level. Panels must be leveled and aligned prior to component installation, with all vertical and horizontal joints flush and level. All reveals and exposed panel terminating edges must be maintained in constant line and width. All panel runs shall be flush, straight and squared off including work surfaces that need to be modified on site.
k. All files, shelving, cabinets and overhead cabinets shall be set plumb and if required, bolted together end to end, and top to bottom or secured to the adjacent walls with brackets or earthquake straps. All necessary shimming and leveling must be provided.

I. Contractor to provide protective covering for all doors, walls, floors, elevators, and existing furniture during all phases of installation.

B.13 ADJUSTMENT, CLEANING, PROTECTION

Contractor shall be responsible for the following:

a. The cleaning and protection of installations in progress and adjoining materials in place during handling and installation.

b. The protection of finished surfaces from damage and soiling during handling and installation, including covered with polyethylene film or other protective coating during the process.

c. Ensuring the removal of any soiled spots caused by installation of furnishings, as well as for the face of the flooring or other finished surfaces, using cleaning processes recommended by the product's manufacturer.

d. Replacing any items where cleaning has failed to restore appearance and quality.

e. Ensuring all hard surfaces are wiped down and any residue from packaging materials, mastic, adhesives, fingerprints, labels and other debris on the furniture is removed.

f. Ensuring all upholstered panels and seating is vacuumed, cleaned, and wiped down where required to remove debris.

g. Ensuring all doors, drawers, hardware fixtures and moving or operating parts are adjusted to function smoothly and correctly.

h. Ensuring all floor levelers or glides are adjusted after each item is placed in its final position.

i. Ensuring all minor scratches must be touched up with appropriate manufacturer's finish or replaced at Contractor's cost if touch up is not acceptable to the County.

j. Ensuring all trash and debris is removed and disposed of from each floor, each day of installation. Contractor must ensure that written maintenance and operational instructions are provided for all items.

B.14 PRODUCT USE INFORMATION

Contractor must provide written instructions for use of applicable items such as adjustable seating, adjustable keyboard supports, adjustable height tables, monitor arms, etc. Contractor must also provide training to all users for all user-adjustable products at the time of occupancy at the County's request.

Contractor must fully orient the County's technical staff on the wire management capabilities, both electric and data, for the furniture system.

B.15 RECONFIGURATION OF EXISTING FURNITURE
Contractor shall provide reconfiguration services on existing office furniture to the County as follows:

a. Review drawings for completeness, accuracy, and proper application of product. Review plan to determine quantity of each panel connection, hinge condition, two-way, three-way, or four-way connection.

b. Conduct field study for site measurements, review conditions of site for obstructions of columns, switches, HVAC vents, etc., and coordinate with Department Representative for electrical, phone and data installation, and other trades as necessary.

c. Coordinate delivery of product to the job site and schedule with the Department Representative time of installation, to include:
   1. Scheduling of dock use
   2. Scheduling of elevator use
   3. Selection of staging area for product
   4. Installation start and completion date
   5. Number of personnel needed to perform job
   6. Total number of hours/days needed to complete job

d. Extra product that has been left from a reconfiguration will be stored at location to be determined by the County.

e. Remove and dispose of all packaging material from County premises.

f. Render the job site clean, clear and free of debris prior to delivery and reconfiguration. Electricity, HVAC and elevator service will be furnished without charge to the Contractor.

g. Contractor shall be solely responsible for all damages to the installed product, as well as any additional County property, which may incur damage as a result of installation service.

h. All work shall be performed during regular service hours unless required by the County.

i. The reconfiguration work may involve de-installing and re-installing furniture on the same floor, between floors or in different buildings.

j. Ability to purchase additional matching product to complete reconfiguration.

**B.16 APPROVAL OF WORK**

The Department Representative and Contractor's PM, prior to approval for payment, shall approve all completed work. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the County. The cost of any faulty or inadequate workmanship or parts will not be paid for by the County and must be assumed by the Contractor.

**B.17 ACCESSIBILITY**

Contractor, through the manufacturer, must provide workstations that are accessible to handicapped individuals having adjustability built into the workstation, including but not limited to, height adjustable work surfaces and tables. Panels shall have slotted standards to hand work surfaces and components at 1" increments.
B.18 ERGONOMICS

Contractor shall provide furniture that is ergonomically adjustable and prevents injury to users of its furniture. The Contractor shall have substantial research and resources to support ergonomic product design and provide access to information and resources for users on the adjustments of its furniture (i.e. in-house ergonomist, etc.).

B.19 ADDITIONAL SECURITY REQUIREMENTS.

For projects at County locations that require a heightened level of security, Contractor shall comply with additional security requirements, such as a Live Scan for all of Contractor's employees, agents, subcontractors, etc. performing work on the project, or a background check and clearance, prior to performing work at the location. All additional security requirements shall be at Contractor's expense. Locations which require a heightened level of security include, but are not limited to, the Sheriff’s Department, District Attorney, detention facilities, Probation, County hospital or clinics, Health and Human Services offices.

Contractor shall prepare and submit verification of compliance with this provision to the Department Representative for all persons who will be working or who will need access to the County location. Verification shall be submitted at least five county working days prior to the start of work on the contract or prior to the Contractor’s start of work. The contractor’s representative will provide these verification forms upon request, which will be screened by the County Department requesting these security requirements. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearances. No person shall be employed under this Contract that has not received prior clearance from departments requesting these security clearances. None of these departments are required to give reason if clearance is denied.

Contractor’s employees shall NOT:
   a. Give names or address to inmates.
   b. Receive any names or addresses from inmates (including materials to be passed to another individual).
   d. Disclose the identity of any inmate to anyone outside the facility.
   e. Give any materials to inmates (including materials to be passed to another individual).

Contractor’s employees shall not smoke or use profanity or any other inappropriate language while on any site.

Contractor’s employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. No employee shall work under this Contract who has been convicted of any crime involving sex, drugs, or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12

Contractor’s employees shall plan their activities to minimize the number of times they must enter and exit a facility. They shall provide all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

Contractor’s employees shall:
   a. Comply with the written schedule provided by the County that shall clearly show the specific start and end times for each workday.
   b. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time and report to Contractor’s PM upon arrival at the job site.
When performing work at the County Hospital (Arrowhead Regional Medical Center), county medical clinics, Department of Behavioral Health facilities, Public Health facilities, or any Human Services facilities, the Contractor, including its employees, agents, subcontractors, etc. shall not access, view, disclose, utilize, nor allow access to, protected health information, personally identifiable information, or other confidential information present at the facilities. Contractor shall not enter into any portion of these facilities for which entry is not required in order to complete the project. Contractor shall ensure that access into these facilities is secured at all times upon entry and exit from the facilities, and secured desks, cabinets, offices, entry/exit ways, and any other secured areas are left in such condition while Contractor is working at these facilities.

B.20 PACKAGING

All furniture, unless otherwise stipulated by the County shall be shipped cartonpackaged to conform to appropriate National Motor Freight Classification, including supplements and re-issues. Contractor shall be responsible for removal and disposal of all packaging material from the County locations.

B.21 SALES REPRESENTATION

Contractor shall provide adequate sales representation to the County including, but not limited to, providing fabric finish samples, catalogs, problem solving and physical representation as required. Contractor shall maintain current catalogs and price lists at the Purchasing Department.

B.22 CONTRACTOR/MANUFACTURER'S PRODUCT WARRANTY

Contractor shall provide warranties in accordance with the manufacturer warranty sheets provided at the time of warranty submission. The warranty, which shall run from date of delivery, shall cover defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective and if written notice of defect is given by to the County within the applicable warranty period, the Contractor at its option will either repair or replace the defective product with original equipment manufacturer component or product. The County shall have final approval of remedy.

Product warranties shall extend for a minimum two years parts and labor for all product lines except for upholstery and user negligence.

B.23 REPAIR OF WARRANTY

All major furniture components purchased will bear a permanent, non-removable label indicating the manufacturer, model number, date of manufacturing completion, date of order and order number. If unable to label furniture Contractor must provide the information being requested upon request.

Contractor will be responsible for all pick-up and redelivery of furniture requiring repair.

All replacement parts are to be of same manufacture as furniture being repaired.

Warranty – Contractor currently representing manufacturer will be responsible for the execution and repair of product on warranty at no charge to County

Non-Warranty – Contractor shall provide, at no charge to the County, estimated cost of repair for products out of warranty. Repair charges may be allowed.

The requesting Department will be responsible to authorize repair and repair charges if deemed reasonable and beneficial to the County.
B.24 LEAD TIMES

Contractor must guarantee delivery to meet each project's projected schedule. This includes all product described within the project request. All furniture must meet a standard lead time of four or sixteen weeks, and must have a Quick Ship program in place for replacement parts.

B.25 CUSTOMER SERVICE

Contractor shall respond to all service calls by the next business day after notification by the County.

Contractor shall make every effort to make all appropriate repairs and/or replacements immediately but within five calendar days of notification by the County. If Contractor is unable to accomplish all repairs and replacements within five days of notification, Contractor must provide the County with valid justification in writing as to the reason such tasks cannot be completed.

B.26 BID BOND

The County reserves the right to require a faithful performance bond from the Contractor in an amount not to exceed the amount of the contract. In the event a surety bond is required by the County which has not been expressly required by the specification, the County will reimburse the Contractor as an addition to the purchase price, in an amount not exceeding the standard premium on such bond.

If the contract is delayed by reason of changes or extra services by the County or as a result of the County’s failure to perform or delays caused by the County, the time of performance of this contract will be extended to equal the time required for the extra services, and no liquidated damages will accrue during the period of such extension.

B.27 CONFLICT OF INTEREST

Contractor will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.

This obligation will apply to Contractor’s employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein.

Contractor’s effort will include, but are not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other consideration which could be deemed to appear to influence individuals to act contrary to the best interest of the County.

B.28 NEW PRODUCT OFFERING

The County will allow the Contractor to provide new product offering's once every 12 months at the anniversary date of the Contract. The new product offering will require a mock-up to be reviewed by the County. It is the sole discretion of the County to determine if the new product will be acceptable. If the product offering is approved by the County, this will require a written amendment to the Contract.

The Contractor will be responsible for all costs on the mock-up and County will not be responsible for these costs or any related charges. New products offering must maintain the Warranty standards, no exceptions.
C. GENERAL CONTRACT REQUIREMENTS

C.1 RECITALS

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 LEGALITY AND SEVERABILITY

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.3 REPRESENTATION OF THE COUNTY

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.4 RELATIONSHIP OF THE PARTIES

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.5 PRIMARY POINT OF CONTACT

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.6 CHANGE OF ADDRESS

Contractor shall notify the County in writing, of any change in mailing address within ten business days of the change.

C.7 SUBCONTRACTING

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the Purchasing Department. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's Contract.

C.8 AGREEMENT ASSIGNABILITY

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.9 AGREEMENT MODIFICATION
Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.10 DURATION OF TERMS

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.11 TIME OF THE ESSENCE

Time is of the essence in performance of this Contract and of each of its provisions.

C.12 STRICT PERFORMANCE

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party’s right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.13 MUTUAL COVENANTS

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.14 CONTRACT EXCLUSIVITY

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.15 NOTIFICATION REGARDING PERFORMANCE

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the Contractor shall notify the County within one working day, in writing and by telephone.

C.16 ATTORNEY’S FEES AND COSTS

If any legal action is instituted to enforce any party’s rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.17 VENUE

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District or the
Federal District Court, Riverside County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, and San Bernardino District.

C.18 CHOICE OF LAW

This Contract shall be governed by and construed according to the laws of the State of California.

C.19 LICENSES, PERMITS AND/OR CERTIFICATIONS

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.20 PREVAILING WAGE REQUIREMENTS

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment "A" for additional information regarding Prevailing Wage Laws.

C.21 CONFLICT OF INTEREST

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the
employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.22 IMPROPER CONSIDERATION

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.23 FORMER COUNTY ADMINISTRATIVE OFFICIALS

Contractor agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.24 IMPROPER INFLUENCE

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.25 MATERIAL MISSTATEMENT/MISREPRESENTATION

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.26 OWNERSHIP OF DOCUMENTS

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV--Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
C.27 COPYRIGHT

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.29 RELEASE OF INFORMATION

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.30 PARTICIPATION CLAUSE

The County desires that Municipalities, School Districts, and other Tax Districts within the State of California requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.30.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.30.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

C.30.3 Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

The Contractor shall be required to maintain a list of all Public Agencies, Municipalities, School Districts, and other Tax Exempt Districts using this Contract. The list shall report dollar volumes spent annually and shall be provided to the County on January 1st of each year during the term of the contract.

C.31 DAMAGE TO COUNTY PROPERTY

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.
C.32 AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH
Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.33 DRUG AND ALCOHOL FREE WORKPLACE

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.33.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

C.33.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

C.33.3 Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

C.34 ARTWORK, PROOFS AND NEGATIVES

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six months.

C.35 ENVIRONMENTAL REQUIREMENTS

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Services providers are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

C.36 EMPLOYMENT DISCRIMINATION

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12136, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the...
California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.37 DEBAMENT AND SUSPENSION

The Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549. C.37.1 - CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at http://www.epis.gov (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

C.37.2 – The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

C.38 INFORMAL DISPUTE RESOLUTION

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.39 IRAN CONTRACTING ACT

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of $1,000,000 or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three years in accordance with Public Contract Code section 2205.

C.40 COUNTY REPRESENTATIVE

The Director of Purchasing or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. The County of San Bernardino Board of Supervisors must approve all amendments to this Contract.

C.41 RECORDS

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply
with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

C.42 REPORTING REQUIREMENTS

Contractor shall cooperate with the County in the monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County. Contractor shall provide the following annual reports to include, but not limited to:

   a. Total sales by Manufacturer for Department and for Countywide
   b. Total sales by service provided to Department and Countywide to include labor charges, reconfiguration charges, design service charges, space planning charges, and special project management charges

Reports shall be provided to the County Purchasing Department within 30 days following each annual period of the contract start date.

C.43 NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within 24 hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.44 DISCLOSURE OF CRIMINAL AND CIVIL PROCEDURES

The County reserves the right to request the information described herein from the Contractor selected for contract award. Failure to provide the information may result in a disqualification from the award of contract to Contractor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in disqualification of award of contract.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined
herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.45 RESERVED

C.46 TAX CONSIDERATIONS

Contractor shall allow for Direct Pay Tax savings where ever possible. Contractor will make every effort to process orders over $100,000.00 to be delivered to a County facility within unincorporated areas located as close as possible to the project installation site.

On August 31, 2005, the California State Board of Equalization (BOE) approved the Use Tax Direct Payment Permit for the San Bernardino County. As a result, the County has the option to self-accrete use taxes on eligible purchases of tangible property pursuant to California Tax Code Section 7051.3. It intends to self-assess and pay tax using its direct pay permit. The County will designate at the time of purchase when it will use Direct Pay. In those instances, the County will issue a copy of the exemption certificate. The Purchase Order/Contract will include the use of this direct payment exemption certificate on eligible use tax transactions.

Generally this certificate exemption applies to the following type of transactions:

C.46.1 Purchases of tangible personal property from out-of-state contractors, provided the property is delivered directly to the unincorporated area of the county from an out-of-state location by common carrier.

C.46.2 Purchases of tangible personal property from contractors where title transfers to the County out-of-state provided the property is delivered directly to the county from an out-of-state location by common carrier.

Because risk of loss must not pass to the County until delivery, the County reserves the right to utilize its own shipping broker, if necessary.

Additional Instructions

Bill of Lading

C.46.3 Please submit with your shipment a bill of lading showing shipment sent from outside the State of California with FOB Origin (Shipment) shipping terms as dictated in the purchase order.

C.46.4 Please indicate the ship to address reference in the purchase order to be in unincorporated area of the San Bernardino County.

Invoicing

C.46.5 Please indicate on your invoice to the County that Title passes at point of shipment (FOB Shipping Point) and risk of loss transfers at delivery.

Freight
C46.6 If the County elects to use Direct Payment Certificate, freight will be estimated from the shipping point to a warehouse in an unincorporated location in the County for the purposes of inspection, assembly, temporary storage, and/or staging then on to the final destination.

C.47 PRICE GUARANTEE AND PRICE ESCALATION

All prices will be considered firm for the entire period of the Contract unless otherwise stated. If the Contractor seeks any increases in price, Contractor must provide bona fide proof of cost increases prior to any price escalation adjustment, subject to approval of the County. A minimum thirty (30) days advance written notice is required to secure such adjustments. No retroactive pricing adjustments will be considered. Written approval of the County must be obtained prior to the effective date of any adjustments. The County may enforce, adjust, or terminate escalating price contracts as it sees fit.

D. TERM OF CONTRACT

This Contract is effective as of March 22, 2016 and expires March 21, 2021 but may be terminated earlier in accordance with provisions of this Contract.

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. FISCAL PROVISIONS

E.1 Contractor agrees to supply system/freestanding furniture, filing systems, sections, and related services, as described herein. Contractor will provide goods and services detailed above based on Contract pricing attached as Exhibit A. The County shall not be responsible for any additional charges outside of those items listed in Exhibit A.

E.2 Contractor shall provide the County invoices and shall include the following information on the invoices:

   E.2.1 Delivery name and address of each order
   E.2.2 Cost of item
   E.2.3 Discount
   E.2.4 Extended cost per item
   E.2.5 Brief descriptions of the products
   E.2.6 Invoicing is to be sectioned off with subtotals and a title description per workstation
   E.2.7 Freight, if applicable, is to be separated by line item
   E.2.8 Services
   E.2.9 Tax

E.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

E.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any
State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

E.5 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

E.6 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

E.7 County shall pay the invoice within 60 calendar days from the date of receipt of an accurate invoice.

F. INDEMNIFICATION AND INSURANCE REQUIREMENTS

F.1 INDEMNIFICATION

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

F.2 ADDITIONAL INSURED

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

F.3 WAIVER OF SUBROGATION RIGHTS

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

F.4 POLICIES PRIMARY AND NON-CONTRIBUTORY

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

F.5 SEVERABILITY OF INTERESTS
The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

F.6 PROOF OF COVERAGE

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without 30 days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within 15 days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

F.7 ACCEPTABILITY OF INSURANCE CARRIER

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

F.8 DEDUCTIBLES AND SELF-INSURED RETENTION

ANY and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

F.9 FAILURE TO PROCURE COVERAGE

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

F.10 INSURANCE REVIEW

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within 30 days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
F.11
The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

F.11.1 WORKERS' COMPENSATION/EMPLOYER'S LIABILITY

A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

F.11.2 COMMERCIAL/GENERAL LIABILITY INSURANCE

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than $1,000,000, per occurrence. The policy coverage shall include:
- Premises operations and mobile equipment.
- Products and completed operations.
- Broad form property damage (including completed operations).
- Explosion, collapse and underground hazards.
- Personal injury.
- Contractual liability.
- $2,000,000 general aggregate limit.

F.11.3 AUTOMOBILE LIABILITY INSURANCE

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than $1,000,000 for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of $2,000,000 for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

F.11.4 UMBRELLA LIABILITY INSURANCE
An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropout" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G. RIGHTS TO MONITOR AND AUDIT

The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by Department Representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

H. INSPECTION OF SERVICE: QUALITY CONTROL/ASSURANCE

All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the County or other regulatory agencies at all times. The Contractor shall provide adequate cooperation to any inspector or other Department Representative to permit him/her to determine the Contractor’s conformity with the terms of this Agreement. If any services performed or products provided by Contractor are not in conformance with the terms of this agreement, the County shall have the right to require the Contractor to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the County shall have the right to: (1) require the Contractor immediately to take all necessary steps to ensure future performance in conformity with the terms of the Contract; and/or (2) reduce the Contract price to reflect the reduced value of the services performed or products provided. The County may also terminate this Contract for default and charge to Contractor any costs incurred by the County because of the Contractor’s failure to perform.

Contractor shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Contract; and shall permit a Department Representative or other regulatory official to monitor, assess, or evaluate Contractor’s performance under this Contract at any time, upon reasonable notice to the Contractor.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract: Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
Withhold funds pending duration of the breach; and/or
Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “2” of this paragraph; and/or

Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino Purchasing Department
Attn: James Olivas
777 E. Rialto Ave., San Bernardino, CA 92415-0760

Yamada Enterprises
16552 Burke Lane
Huntington Beach, CA 92647

Notice shall be deemed communicated two County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including Attachments A and Exhibit 1, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. If any terms should conflict, the terms contained in the body of this Agreement shall prevail, and thereafter the terms contained in Attachments A and Exhibit 1, shall apply. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

James Ramos, Chairman, Board of Supervisors

Dated: APR 19 2016

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By

Deputy

J.K. Miklin, Inc. dba: Yamada Enterprises

(Print or type name of corporation, company, contractor, etc.)

By

(Authorized signature - sign in blue ink)

Name

Linda Braverman

(Print or type name of person signing contract)

Title

President

(Print or Type)

Dated:

3 20 16

Address

16552 Burke Lane

Huntington Beach, CA 92647

Approved as to Legal Form

K. Brav

County Counsel

Date 4/12/16

Reviewed by Contract Compliance

Date

Presented to DOS for Signature

Date 4/12/16

Revised 05/04/2015
ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars ($200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/Public-Works/PublicWorks.html. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Work.
5. **Payroll Records:**

Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1. A certified copy of an employee’s payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;

3. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

4. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

5. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. **Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day’s work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon
any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1\(\frac{1}{2}\)) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars ($25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1\(\frac{1}{2}\)) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

(1) Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

c. This project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

- The certified payroll must be submitted at least monthly to the Labor Commissioner.
- The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
- The certified payroll records must be in a format prescribed by the Labor Commissioner.

(2) Labor Code section 1725.5 states the following:
A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or
engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of three hundred dollars ($300) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:
(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor’s bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

1. The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

2. Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

3. The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

(3) Labor Code section 1771.1 states the following:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public
Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor’s current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

(4) Labor Code section 1771.4 states the following:
(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.
(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) of this section if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) (1) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(2) The requirements of paragraph (3) of subdivision (a) shall only apply to the following projects:

(A) Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to the effective date of this section.

(B) Projects for which the initial contract is awarded on or after April 1, 2015.

(C) Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records in accordance with paragraph (3) of subdivision (a).

(D) All projects, whether new or ongoing, on or after January 1, 2016.

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the
Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

(1) Submit Contract Award Information (DAS-140)

   a. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

   b. The DAS-140 is a notification “announcement” of the Contractor's participation on a public works project——it is not a request for the dispatch of an apprentice.

   c. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.

   d. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.

   e. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

(2) Employ Registered Apprentices

   a. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

   b. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

   c. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.

   d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request
dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

(3) Make Training Fund Contributions

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.

c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

c. When the Contractor has a direct contract with the Public Agency that is under $30,000.

d. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which the apprenticeship requirements apply).

e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor’s Compliance:

The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Lab...
### Exhibit 1 - Yamada Enterprises

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AGENDA DESCRIPTION: Consideration and possible action to terminate the Residential Sound Insulation (RSI) Program and authorize the City Manager to take any actions needed to terminate the program, including but not limited to: 1) terminate existing agreements and notify applicable residents, 2) eliminate the RSI Manager position, and 3) direct staff to work with Los Angeles World Airport (LAWA) to transition to take over the responsibility of treating the remaining applicable homes. (Fiscal Impact: $50,000)

RECOMMENDED COUNCIL ACTION:

1. Terminate the Residential Sound Insulation (RSI) Program;
2. Authorize the City Manager to take any actions needed to effectuate the termination of the program, including but not limited to: 1) terminate existing agreements and notify applicable residents, 2) eliminate the RSI Manager position, and 3) direct staff to work with Los Angeles World Airport (LAWA) to transition to take over the responsibility of treating remaining applicable residents;
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. LAWA letter – City of El Segundo Residential Sound Insulation Program – Suspension of Administrative Expenditure Reimbursement.
2. FAA letter – AIP 3-06-0139-074-2013 Grant Close Out

FISCAL IMPACT: $50,000

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STRATEGIC PLAN:

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<th>Goal:</th>
<th>Customer Service and Engagement</th>
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<td>Objective:</td>
<td>City operations are unified and integrated</td>
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PREPARED BY: Sam Lee, Planning and Building Safety Director

REVIEWED BY: 

APPROVED BY: Greg Carpenter, City Manager

INTRODUCTION:

The RSI program used funds from Los Angeles World Airports (LAWA) and the Federal Aviation Administration (FAA) to treat homes from the effects of noise from LAX, which is immediately adjacent to the City. As of May 11, 2018, LAWA and FAA will no longer reimburse the city for RSI administrative expenditures. This means the RSI program cannot continue unless expenses are paid from the general fund and there is no predictable schedule when construction can restart. With no source of funding, staff recommends council to direct the City Manager to terminate El
Segundo’s RSI program and take any actions needed to end the program, including but not limited to:

- Terminate existing agreements with 191 Residential Sound Insulation home owners,
- Eliminate the Residential Sound Insulation Manager position, and
- Direct staff to work with Los Angeles World Airport (LAWA) to transition to take over the responsibility of treating remaining applicable residents

BACKGROUND AND DISCUSSION:

El Segundo RSI program began in the mid-1980’s. Since then, the City has treated roughly 2,000 residences. The RSI Program offered modifications to owners of qualifying residential properties to reduce interior sound levels of noise generated by air traffic from neighboring Los Angeles International Airport (LAX).

In 2015, the final year of the 10 year settlement agreement with LAWA, El Segundo’s RSI staff attempted to treat 500 homes in 2015. 191 of the 500 homes were unable to be treated due to bid results exceeding acceptable levels.

In 2016, with no construction in the foreseeable future, the City suspended the RSI program except for administrative functions. Since suspending the program in August of 2016, staff have been focused on obtaining reimbursement of expenses from FAA for funds already spent by the City on construction. After succeeding in mid-2017 with its efforts to be reimbursed from the FAA for those expenditures, City staff refocused their efforts on obtaining authorization to re-advertise the projects for new bids, and ultimately resume the RSI program. For the past 2 years, staff have been in countless meetings with FAA and LAWA to revise specifications and plans hoping to obtain the approval to treat the 191 homes and other remaining eligible residents. Those efforts have not been able to produce an acceptable outcome and it remains unclear how much longer it will take to reach a solution.

Effective May 11, 2018, the City was notified by both LAWA and FAA that they will no longer reimburse the City of El Segundo for RSI’s administrative costs. With FAA and LAWA’s decision to end RSI reimbursement, if the program were to continue, it would need to be fully funded by the City’s General Fund.

CONCLUSION:

Staff requests the City Council terminate the City’s RSI program and direct the City Manager to work with LAWA to take over the RSI program for the remaining eligible residents and to resolve all RSI issues necessary to close out the program. Staff will develop a communications plan to inform residents of the termination of the program and the resolution of our discussions with LAWA to take over the program to treat the remaining eligible homes.
May 1, 2018

Mr. Greg Carpenter  
City of El Segundo  
350 Main Street  
El Segundo, CA  
90245

Re: City of El Segundo Residential Sound Insulation Program –Suspension of Administrative Expenditure Reimbursement

Dear Mr. Carpenter

As you know, the City of El Segundo’s (City’s) Residential Sound Insulation Program (RSIP) has been suspended since August 2016 and no construction activity has occurred since the end of 2015. Therefore, LAWA cannot justify the continued reimbursement of City administrative RSIP expenditures. This letter serves to notify the City that LAWA is suspending reimbursement of City’s RSIP administrative expenditures effective May 11, 2018. If LAWA determines that additional financial information is required to reconcile or clarify previous expenditures, LAWA will consider the reasonable reimbursement of City Finance staff time to furnish the required financial information. However, LAWA will not reimburse City RSIP staff time to perform administrative work.

In addition, unexpended LAWA grant funds are currently held on deposit by the City. Again, since the program is suspended, LAWA will schedule a meeting to discuss the return of these unexpended LAWA grant funds. LAWA will retain the unexpended funds until the City RSIP obtains the necessary approvals to restart its sound insulation activity.

LAWA is committed to providing sound insulation to City residents impacted by aircraft noise and will work with the City to collaborate on next steps to restart the City’s RSIP. If you have questions, please contact me at (424) 646-7357.

Sincerely,

[Kendrick Okuda, P.E.]  
Director, Environmental Programs Group

cc: Samantha Bricker/Kathryn Pantoja/Catalina Saldivar-Chavez/JoeLillio/  
Sam Lee/James O’Neil
May 9, 2018

Mr. Greg Carpenter,
City Manager, City of El Segundo
350 Main Street
El Segundo, CA 90245

Dear Mr. Carpenter:

AIP 3-06-0139-074-2013 Grant Close Out

This letter provides notice that Airport Improvement Program grant number 3-06-0139-074-2013 (AIP-74) has been closed effective May 8, 2018. The FAA sent the City an email and a proposed grant close out notification letter on November 15, 2017.

As you know, about three years ago the City received seven “expensive bids” and had to reject them all. Since July 2015, the FAA has reimbursed the City nearly $350,000 in administrative fees to revise plans and specifications to meet FAA procurement and eligibility standards and submit a Disadvantage Business Enterprise (DBE) plan. The administrative fees appear to be in excess of what a typical consultant’s fee would be to revise plans and specifications for bidding purposes and prepare a DBE plan.

The FAA conducted an extensive review of the City’s specifications and provided a detailed response on July 13, 2016. The City has not fulfilled the requirements identified in the FAA’s July 13, 2016, email. Consequently, we can no longer justify keeping AIP-74 open and processing any more grant payment requests.

Please note, the City can submit a completed grant application with categorical exclusion documentation to the FAA after the following items are satisfactorily completed:

1) Obtain an approved DBE plan through the FAA Civil Rights Division.

2) FAA concurrence for pre-design acoustical tests.

3) FAA concurrence of plans and specifications in preparation for bidding.

4) Received reasonable bids using plans and specifications meeting federal contract provisions and eligibility requirements.

If you have any questions, please call me at 310-725-3644.

Sincerely,

[Signature]

Jason Ritchie
Acting Manager, Los Angeles Airports District Office
AGENDA DESCRIPTION:

Consideration and possible action to receive and file report on revised Scope of Work to the Los Angeles County Metropolitan Transit Authority (Metro) related to a pending Transit Oriented Development Planning Grant and Metro’s response. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Receive and file report regarding pending Metro grant;
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Letter from Metro dated July 9, 2018

FISCAL IMPACT: None.

STRATEGIC PLAN:

Goal: N/A

PREPARED BY: Gregg McClain, Planning Manager

REVIEWED BY: Sam Lee, Planning and Building Safety Director

APPROVED BY: Greg Carpenter, City Manager

Pursuant to direction given to Staff by the City Council on June 25, 2018, Staff submitted a revised Scope of Work for the Transit-Oriented Planning Grant (Round 5) to Metro that did not include tasks for studying housing issues. After considering our revised Scope, Metro informed the City through the attached letter that they are not prepared to allow a change in the Scope after all the applications were scored and preliminary grant awards were made. In essence, Metro rejected our proposed modifications.

Although Metro left open the opportunity for the City to resubmit a Scope that includes the housing task, in light of the direction given at the Council meeting of June 25, Staff will proceed to inform Metro that the City will decline the grant of $659,500.
July 9, 2018

Greg Carpenter
City Manager
City of El Segundo
350 Main Street
El Segundo, CA 90245

Re: Round 5 TOD Planning Grant Application Award to City of El Segundo

Dear Mr. Carpenter,

We received your letter dated June 21, 2018, with your proposed change to the scope of work and project budget/schedule for the Transit Oriented Development (TOD) Planning Grant. We understand that your staff needed additional time to reevaluate the Housing study element defined in your grant application for city council discussion and approval.

Given the suppositions implied in your request for a major scope change, it bears reinforcing at the outset that this is a competitive grant program. Applicants are expected to respond to the evaluation criteria presented by Metro in good faith, and if their proposal is deemed successful, to implement—in equally good faith—the planning project that was submitted. These projects are evaluated and scored among many competitors. In no instance should it be assumed that an awardee can change unilaterally the basis for which the grant award was made, including the nature and detail of the project scope. In fact, such a proposition would be sufficient foundation for disqualification on its face. A requested change thus could only be considered fair and justifiable if it unequivocally exceeded in addressing the original scoring criteria.

Your proposal for a scope change is denied, because it expressly does not meet that test. In fact, it serves to weaken the original submitted application, as follows:

- The grant application clearly requires proposals to align with the Transit Supportive Planning Toolkit.

- One notable element of the Toolkit is ensuring that transit connected communities have a jobs and housing balance that serves households of all income levels; in fact, as highlighted in attached excerpt from the Toolkit, housing is a key factor in three of the 10 toolkit characteristics that must be addressed.

- By proposing to eliminate from the original scope any consideration of a housing evaluation as part of El Segundo’s proposed workscope, it renders it non-competitive with respect to this competitive grant program.

Let it be clear that that City of El Segundo’s June 25th decision to focus almost exclusively, as you state in your letter, on commercial and industrial development around the Greenline transit stations within its boundaries—after the City’s submittal of its the TOD grant proposal and Metro’s evaluation thereto—is the Council’s prerogative. That has no material bearing on the fact your proposed scope
Letter to Mr. Carpenter

change is inconsistent with the goals and intent of this Round 5 TOD grant program. Should the City wish to implement an analysis as outlined in your letter, it should feel free to underwrite it with local funds.

In conclusion, please indicate whether the City of El Segundo will implement the original scope including the Housing study as submitted, or if you wish to discuss with us modifications that would remain true to the grant program's objectives. Alternatively, if you are firm in your position, Metro will begin steps to deobligate the grant award.

I look forward to your response.

Sincerely,

Jenna Hornstock
Executive Officer, Transit Oriented Communities
LA Metro

Cc: file
AGENDA DESCRIPTION: Consideration and possible action to receive a presentation by both staff and a representative of the Bird Scooter Company on the impact of the Bird Scooters (motorized scooters that people pay to ride – they are operated from a standing position similar to a skateboard with handlebars) within the El Segundo Community. (Fiscal Impact: Unknown)

RECOMMENDED COUNCIL ACTION:
1. Receive and file presentation;
2. Provide direction to staff with regard to whether to continue to allow Bird to continue its operations as it affects City property,
3. Alternatively, discuss and take other action related to this item

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: None.

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

STRATEGIC PLAN:
Goal: El Segundo is a safe and prepared city.
Objective: The City has a proactive approach to risk and crime.

PREPARED BY: Bill Whalen, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

INTRODUCTION:

Bird is a dockless “scooter-share” company based in Santa Monica, California. It operates electric motorized scooters in cities throughout North America, at a cost of one dollar to rent plus fifteen cents a minute. Riders sign up with the company via an app. This app allows riders to unlock the scooter and ride. The scooters are left anywhere the rider chooses. Representatives for the company collect the scooters in the evening and charge them overnight. The scooters are placed back into the community the next morning.

BACKGROUND AND DISCUSSION:

Bird Scooters were distributed throughout El Segundo during the third week of June 2018. This action was taken unilaterally by the Bird Scooter Company without consultation with City of El Segundo staff. Since this occurred, City staff have received numerous complaints related to the operation and parking of these scooters. Additionally, because of the classification of these
vehicles as “motorized scooters” within the California Vehicle Code there are legal requirements for usage (e.g. wear a helmet) that are not being met.

Through follow-up discussion with the Bird Scooter Company, they were allowed to temporarily operate their scooters. During this time period they were going to gather analytics on the usage of their scooters, in an effort to demonstrate a value of their product to the El Segundo community. Simultaneously, City staff conducted a community wide survey to gauge the interest of the El Segundo community members in this product.

The City Attorney’s Office has raised concerns about the scooters being left on City sidewalks as the Municipal Code prohibits such. The City Attorney’s Office is concerned with liability to the City arising from trip and fall accidents as well as impeding movement on City sidewalks in violation of the Americans with Disabilities Act. The City requires encroachment permits for similar types of activities which includes insurance and indemnity requirements.

CONCLUSION

Following the presentation, Council should give staff direction as to whether the Bird Scooter Company and other similar business models how or if should be allowed to operate within the City of El Segundo.
AGENDA DESCRIPTION: Consideration and possible action to adopt a policy for City elected and appointed officials regarding electronic communications related to City business. (Fiscal Impact: $5,000 initial set-up fee and $5,000 annually)

RECOMMENDED COUNCIL ACTION:
1. Consideration and possible action to adopt a resolution, adopting the Elected Officials, Committees, Commissions and Boards Electronic Communications Policy; and/or
2. Alternatively, discuss and take other possible action related to this item

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution and Policy

FISCAL IMPACT: $10,000
Amount Budgeted: $10,000 ($5,000 set-up fee & $5,000 recurring yearly)
Additional Appropriation: N/A
Account Number(s): 001 400 2505 6241 (Professional & Technical)
  001 400 2505 6217 (Software Maintenance)

STRATEGIC PLAN:
Goal: 4B - El Segundo’s technology supports effective, efficient, and proactive operations.
Objective: (1.) The City has an integrated focus on Technology

PREPARED BY: City Attorney’s Office
REVIEWED BY: Charles Mallory, Information Systems Director
  City Attorney’s office
APPROVED BY: Greg Carpenter, City Manager

INTRODUCTION:
Staff is recommending that the City Council adopt the attached resolution, adopting a Committees, Commissions and Boards Electronic Communications Policy. The policy would set the ground rules for use of a City-issued electronic messaging account for CCB members’ use. This item was reviewed and approved by the Technology Committee in February 2018.

BACKGROUND AND DISCUSSION:
In 2017, the California Supreme Court ruled\(^1\) that communications by city official and employees that relate to city business, regardless of whether the communications are being transmitted on personal or city owned devices and regardless of whether the communications are being

\(^1\) City of San Jose v. Superior Court, (2017) 2 Cal.5th 608.
transmitted on city or personal accounts, are public records. Emails and texts must be maintained for a minimum of two years pursuant to Government Code Section 34090. These record retention rules are applicable to all employees and City officials, including elected officials and members of Committees, Commissions and Boards.

City emails and texts are requested by the public through Public Records Act requests, subpoenas, and discovery in civil litigation. The City also needs to access these records from time to time for purposes of reviewing personnel matters and potential litigation matters.

It is recommended that the City Council adopt the attached policy that all emails related to City business only be transmitted through a City email address. This will require that all City officials be provided an email address and such officials only use their City email address for City business. The purpose of this policy is to ensure that emails will be on the City’s server and it will make it easier for the City staff to gather, review and respond to requests for emails as well as attempt to protect the privacy of personal email accounts.

In order for this policy to work, officials would not be allowed to automatically forward their city emails to another email address. Forwarding emails in this manner would negate the point of the policy as then email exchanges would be moved away from the City’s server. This would require staff to seek the emails from the officials that are forwarding their emails. Additionally, the policy should require that to the extent officials receive City related emails on personal email accounts, that the emails be forwarded by the official from their private email account to their City email account. It would also be advisable for officials to put an auto-reply on personal accounts that directs people who are sending City business emails to use the official’s City email address.

Staff recognizes that it will take some time and effort to get officials to migrate from personal email to City email addresses. However, staff believes it is worth the effort in the long run so that less time is spent searching for emails and it should reduce the possibility of a court ordering that a person’s electronic devices be mirrored and inspected. If there is a legal challenge to a City’s production of records and those involved sign a declaration that they have complied with the City’s policy, it would seem less likely that a court would order a further review of an individual’s devices and personal email addresses.

In February 2018, staff presented this item to the Technology Committee and the Technology Committee provided input to staff.

CONCLUSION:

Staff realizes the implementation of the attached policy will result in City officials having to undertake some additional steps to retain electronic communications in a manner that complies with the law. However, given the City has a legal obligation to maintain such electronic communications for two years, staff believes it is in the City’s best interest to address the requirement so as to be able to efficiently respond to requests for City records while minimizing the need for City officials to search their devices for such records.
RESOLUTION NO. __

A RESOLUTION ADOPTING AN ELECTED OFFICIALS, COMMITTEES, COMMISSIONS AND BOARDS ELECTRONIC COMMUNICATIONS POLICY.

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

SECTION 1: Recitals:

A. Existing and emerging electronic communications technologies have become an integral part of the ability of City officials and staff members to efficiently and effectively conduct City business; such technology has the potential to enhance communications with the public and provide a higher level of service to City residents;

B. On March 2, 2017, the California Supreme Court decided the case City of San Jose v. Superior Court, (2017) 2 Cal.5th 608, in which the court held that a city official's electronic communications related to the conduct of public business are public records under the California Public Records Act, even if such communications are sent or received using a personal account or personal device;

C. The City of El Segundo regularly receives requests for City officials' electronic communications by the public through Public Records Act requests, subpoenas and discovery in civil litigation; in addition, the City also needs to access officials' electronic communications from time to time for purposes of reviewing personnel matters and potential litigation matters;

D. Currently, the City's appointed officials use private or non-City email addresses to receive electronic communications from City staff relating to City business;

E. This policy, if adopted by the City Council, would establish the City's issuance of City email accounts to all City officials, including appointed officials; the City officials must then use such City email accounts for City business and refrain from using their private or non-City email accounts for City business;

F. This policy, if adopted, also requires the retention of emails relating to City business and other types of electronic communications relating to City business, including social media postings and messages, for at least two years;

G. On February 26, 2018, staff presented the concept of this policy to the City's Technology Committee; the Committee provided input to staff and recommended the policy be considered by the City Council.
SECTION 2: Adoption. The City Council hereby adopts the “Elected Officials, Committees, Commissions and Boards Electronic Communications Policy,” attached as Exhibit A and incorporated by this reference.

SECTION 3: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this ___ day of ______________ , 2018.

________________________________________
Drew Boyles, Mayor

ATTEST:

________________________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

________________________________________
Mark D. Hensley
City Attorney
CITY OF EL SEGUNDO
ELECTED OFFICIALS, COMMITTEES, COMMISSIONS AND
BOARDS ELECTRONIC COMMUNICATIONS POLICY

(adopted by City Council on _____________)

Background and Purpose

The following policy relates to the conduct of City of El Segundo business by City officials via electronic communications. Specifically, this policy is adopted in light of City of San Jose v. Superior Court (2017) 2 Cal.5th 608, a California case which held that a city official’s communications related to the conduct of public business are public records under the California Public Records Act, even if such communications are sent or received using a personal account or personal device.

City emails and other electronic communications are also requested by the public through Public Records Act requests, subpoenas, discovery in civil litigation. The City also needs to access these records from time to time for purposes of reviewing personnel matters and potential litigation matters (“City purposes”).

Existing and emerging electronic communications technologies have become an integral part of the ability of City officials and staff members to efficiently and effectively conduct City business. Such technology has the potential to enhance communications with the public and provide a higher level of service to City residents. With such technology in the work environment, however, the City must ensure it continues to meet its legal obligations with respect to transparency in the conduct of the people’s business, including in the area of public records disclosure and retention requirements.

Definitions

For purposes of this policy, the following definitions apply:

A. “City official” means any elected official, or any appointed member of a City Commission, Committee, Board, Subcommittee, Task Force, or other City body created by one of these types of City bodies.

B. “City business” means information relating to the conduct of the public’s business or communications concerning matters within the subject matter of the City’s jurisdiction and the City official, as applicable, including, but not limited to, pending or potential City projects or activities, and past or future City Council, Commission, Committee or Board agenda items.

C. “City email account” means an electronic mail account that is owned, created and issued to the City official by the City.
D. "Electronic communications" means any and all electronic transmission, including without limitation e-mails, texts, voicemails, social media communications on or within commercial applications (apps) such as Facebook Messenger and Twitter, or social media postings on websites such as Facebook.

**Policy/Protocols**

1. All City officials will be assigned a City email account.

2. Once a City official has been assigned a City email account, all emails relating to City business must be sent or received on a City email account, and no emails relating to City business may be sent or received on a personal, non-City email account. City officials must not use personal email accounts for the creation, transmission or storage of emails regarding City business. City officials must not have emails sent to the City email account automatically forwarded to another email account.

3. The City email account, along with the attendant access to the City’s account server, are solely for the City and City official’s use to conduct City business and must not be used for personal business or political activities.

4. If a City official sends an email from or receives an email regarding City business on the official’s personal, non-City electronic messaging account, or circumstances require such person to conduct City business on a non-City account, the City official must either: (a) copy ("cc") any communication from a City official’s personal email account to the City official’s City email account; or (b) forward the email to the City official’s City email account.

5. City officials must ask persons sending emails regarding City business to a personal account to instead utilize the City official’s City email account, and likewise must ask a person sending an email regarding non-City business to use the City official’s personal or non-City email account. This requirement may be satisfied by having an auto-reply message set up on a personal email account or including this request in a standard tag line that is automatically attached to the beginning or end of a personal email account of a City Official. It is also recommended that the message inform the reader that the communications may be subject to public disclosure.

6. City officials understand they have no expectation of privacy in the content of any electronic communication relating to City business or an email sent or received using a City email account. All electronic communications relating to City business and City email accounts are subject to City review and public disclosure. City officials understand and acknowledge that electronic communications regarding City business may be subject to disclosure via the Public Records Act a subpoena, or for the other City purposes identified in the Background and Purpose section above, even if created, sent, received, or stored on a personal, non-City account or personal device.
7. In the event a Public Records Act request or subpoena is received by the City seeking electronic communications of City officials related to City business or using a City email account, or the records are needed for City purposes, the City Clerk’s office and/or City Attorney’s office will work with the Information Systems Department personnel to conduct a search of the City official’s City email account.

8. If a City official has conducted any City business on a personal electronics communications account which is the subject of a Public Records Act request, subpoena, or is needed for City purposes, it will be the duty of each City official receiving such a request from the City Clerk or City Attorney to promptly conduct a good faith and diligent search of the official’s personal electronic messaging accounts and devices for responsive electronic communications. The City official must then promptly, and in no event beyond ten days of the request from the City Clerk or City Attorney, provide any responsive electronic communications either as a print out or electronic copy (for example, as a “screen shot”) to the City Clerk or City Attorney, providing sufficient time to enable the City Clerk to adequately review and provide the disclosable electronic communications or to otherwise review the electronic communications for City purposes.

9. City officials acknowledge and understand that electronic communications regarding City business are subject to the City’s records retention policy, even if those electronic communications are or were created, sent, received or stored on a City official’s personal account or device. City officials agree to keep all electronic communications relating to City business that are sent from or received by a personal electronics communications account for two years. In some instances, such as litigation involving the City, a City official may be notified by the City Attorney that the communications are required to be maintained for a longer period of time and the City official is obligated to maintain the communications until such time as the City determines the communications may be deleted. It is the City official’s duty to ensure that personal electronic communications that may be relatively more difficult to maintain (for example, social media postings on another person’s social media account) are maintained. City officials agree that they will take no action to attempt to delete emails sent from or received by the City email account. It is a felony offense to destroy, alter or falsify a public record.

10. Failure of a City official to abide by this policy, following its adoption, may result in criminal or civil penalties and/or removal from office if the City official is an appointed member of a Committee, Commission, Board or similar body.

11. All City officials are required to acknowledge receipt of this policy and their acceptance of its terms.
AGENDA DESCRIPTION:
Consideration and possible action to send a letter of support of the South Bay Cities Council of Governments’ (SBCCOG) to Metro for their planned modifications to Green Line service (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Discuss whether or not the City Council should send a letter of support of the SBCCOG’s opposition to Metro for their planned modifications to Green Line service; or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
SBCCOG Letter to Metro

FISCAL IMPACT: No
Amount Budgeted: $0
Additional Appropriation: N/A
Account Number(s): N/A

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

ORIGINATED BY: Ken Berkman, Director of Public Works
REVIEWED BY: Greg Carpenter, City Manager
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
Mayor Boyles has requested the City Council consider sending a letter of support of the SBCCOG’s opposition to Metro for their planned modifications to Green Line service.

On June 28th the Metro staff presented to its Board a receive and file report on the Crenshaw/LAX – Green Line operating plan. This plan included a change of operations to the Green Line that would implement a separate rail shuttle service between Redondo Beach and LAX and cease direct Green Line service between Norwalk and Redondo Beach. Additionally, all South Bay riders will need to transfer at Century/Aviation station to continue north on the Crenshaw/LAX line to its terminus at the Expo Line and to continue east on the Green Line to get to Norwalk. These actions will add nine minutes to all Green Line trips between Redondo Beach and Norwalk and three minutes to all trips between Redondo Beach and Exposition.

This is not the seamless light rail service and connectivity that was expected to be provided upon opening of the Crenshaw/LAX line, and will negatively impact our commuters’ travel times.
June 25, 2018

Board of Directors  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, Ca. 90012  
Attention: Michele Jackson, Board Secretary

RE: PROPOSED CRENSHAW / LAX – GREEN LINE INTERFACE OPERATING PLAN

Dear L. A. Metro Board Members:

The purpose of this letter is to request that you table the Crenshaw / LAX – Green Line operating plan which is on the June 28 Board agenda as a receive and file item.

The South Bay Cities Council of Governments’ leadership has been instrumental in developing the L. A. County rail transit network since its inception in 1983. We have diligently supported regional planning that has developed an integrated network of lines with fully functional rail junctions. The Green Line has provided a one-seat ride between Norwalk and the El Segundo Employment Area since it was opened in August 1995.

We have patiently waited 23 years so far for the Green Line extension to Torrance to be completed and were excited to learn earlier this year that the extension will now be completed in time for the 2028 Olympics. Our leadership has also actively advocated for and participated in development of the Crenshaw/LAX line, the LAX APM Connector and the new NFL stadium and NBA arena in the Inglewood Entertainment District.

During these protracted development processes, the SBCCOG has expected that our riders would be attracted to the new rail operational segments with a one-seat ride between the South Bay and Norwalk on the Green Line and between the South Bay and the Exposition Line on the Crenshaw/LAX line. We have monitored the process meticulously to ensure that the rail system was designed and constructed with a full wye at the Aviation/Imperial junction of the Crenshaw/LAX line and the Green Line to allow riders on each of the three segments (Green Line East, Green Line South and Crenshaw / LAX lines) to have equal access to the regional rail system. We even invited the Metro staff to present the operating plans to our Transportation Committee at its meeting in May 2018.

Last week we learned for the first time in a receive and file Metro Board item that Metro staff plans to operate the South Bay rail segment as a rail shuttle service between Redondo Beach and...
LAX and to cease direct Green Line service between Norwalk and Redondo Beach. We understand the operating plan has the following elements:

1. Operate the Green Line and Crenshaw Line as a continuous one-seat ride between Norwalk and Exposition.
2. Eliminate direct service operation of the Green Line South west of the Aviation/Imperial Station.
3. Create a new Rail Shuttle Line segment between the Crenshaw/ LAX station at Century- Aviation and the former Green Line Redondo Beach station.
4. All current South Bay riders will need to transfer at Century / Aviation for either the Crenshaw / LAX line to Exposition or the Green Line east to Norwalk.

This proposed operating plan is inconsistent with all prior rail transit system planning since the initial L. A. County Rail Transit Implementation Strategy was adopted in the mid-1980s. The Rail Shuttle concept is a completely unacceptable operating plan that disrespectfully disregards the billions of dollars spent on the L. A. County rail network. Metro staff’s new rail shuttle concept which constitutes a significant diminution of the existing service has not been applied to any other segment of the L. A. County rail system. We also do not believe the concept has been included in any environmental document during the past two decades.

Metro staff apparently believes the Rail Shuttle is needed in order to provide 6-minute service between Exposition and Norwalk. Staff apparently made its administrative decision based on the complexity of providing six-minute service through the Aviation / Imperial junction of the three rail segments that will serve Exposition, Norwalk and Redondo Beach.

Staff noted during the June 21st Metro System Safety, Security and Operations Committee meeting that rail operating plans change as ridership warrants and implied that operating plans could change “within weeks” if there are significant ridership changes with the opening of new destinations or connections (e. g.: the Inglewood Stadium in 2020, the LAX connector in 2023 and the Green Line extension south to Torrance in 2028).

In order to provide 6-minute peak-hour service between Norwalk and Exposition their proposed new Rail Shuttle transfer adds nine minutes to every peak and non-peak Green Line trip between Redondo Beach and Norwalk and three minutes for all trips between Redondo Beach and Exposition. Despite this 24-7 impact, Metro staff believes this delay to current Green Line riders and future Crenshaw / LAX riders is acceptable and within its administrative authority.

The introduction of a Rail Shuttle and degradation of Green Line rail service is magnitudes different than adjusting headways through the junction. The junction was environmentally cleared, designed and constructed to allow seamless travel between all three branches.

This new staff operating plan was never considered during the past 23 years of planning and was never assumed during the billions of dollars invested in the Green Line and Crenshaw / LAX projects. As a result, the SBCCOG believes that the Rail Shuttle concept that changes the expected seamless operating plan so significantly may require supplemental CEQA or NEPA environmental documentation process with appropriate consideration of alternate operating plans.
Because the SBCCOG first learned of the Metro operating plan on June 21st, we will not be able to present this issue to our Board prior to the June 28th Metro Board meeting at which the receive and file staff operating plan is agendized.

We would strongly encourage the Metro Board to defer consideration of the receive and file board item at its June 28th meeting and to work with the SBCCOG, other Responsible Agencies, and the community to more fully evaluate the Crenshaw / LAX – Green Line operating plan options and seek to restore the seamless service that has been long expected and planned for.

We believe the changes are so significant that the Metro Board must be fully involved, understand and create a Rail Shuttle Policy and explore other operating plan options. We look forward to working with Metro Board Members and staff to achieve first class service for all segments of the new lines that will be opening without delaying opening of the much-needed Crenshaw / LAX line by Fall 2019.

Sincerely,

Kurt Weideman, Chair
South Bay Cities Council of Governments

c.c.: Metro Board Members / Alternates
SBCCOG Board Members
Phillip Washington, Metro CEO
Jacki Bacharach, SBCCOG Executive Director