AGENDA
EL SEGUNDO CITY COUNCIL
WEST CONFERENCE ROOM – 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, APRIL 16, 2019 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d)(1)): -0- matters

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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


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

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957): -0- matter
PUBLIC EMPLOYMENT (Gov’t Code § 54957) -1- matter

1. City Manager

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

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -5- matters
1. Employee Organizations: Police Management Association; Police Support Services Employees Association; Supervisory, Professional Employees Association; and Executive and Management/Confidential Employees (unrepresented groups).

Agency Designated Representative: Irma Moisa Rodriguez, City Manager, Greg Carpenter and Human Resources Director, David Serrano.
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBER –
350 MAIN STREET

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 16, 2019 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Rabbi Dovid Lobson, The Jewish Community Center

PLEDGE OF ALLEGIANCE – Council Member Pimentel

PRESENTATIONS
ROLL CALL

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

CITY COUNCIL COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action regarding approval of an amendment to Environmental Assessment No. EA-1154, amendment to Specific Plan No. SP 16-01, amended and restated conditions of approval and a Second Amendment to Development Agreement No. DA 16-01, amending the requirement that the developer provide six affordable units for low, very low and extremely low qualified households within the residential development to increase the number of affordable units to eight and to allow the eight units to be purchased by qualified moderate income households.

An Addendum to the Environmental Impact Report (EIR) for the development project was certified by the City Council on September 28, 2016. The requested revision to the affordable housing requirement does not introduce new significant environmental effects or substantially increase the severity of the environmental impacts that previously were identified and analyzed in the certified EIR Addendum. Additionally, the project does not include changed circumstances or new information, which were not known at the time the EIR was certified, that would require the preparation of a subsequent environmental analysis pursuant to CEQA Guidelines.

(Applicant: DR Horton CA2, Inc.).
(Fiscal Impact: As part of the proposed amendment, the developer has agreed to provide the City an additional $100,000 for the City’s costs of administering the program for two additional units.)
Recommendation – 1) Conduct a Public Hearing; 2) Take testimony and other evidence as presented; 3) Introduce an Ordinance (a Specific Plan amendment) amending the 540 East Imperial Avenue Specific Plan; 4) Schedule second reading and adoption of the Ordinance for May 7, 2019; 5) Adopt a Resolution No. ___, approving amendments to the conditions of approval for Environmental Assessment No. EA-1154, the 540 East Imperial Specific Plan and a second amendment to the Development Agreement; 6) Alternatively, discuss and take other action related to this item.

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

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

2. Warrant Numbers 3025269 through 3025345 on Register No. 12a in the total amount of $380,637.63 and Wire Transfers from 3/11/19 through 3/17/19 in the total amount of $2,108,725.71. Warrant Numbers 3025346 through 3025445 on Register No. 12b in the total amount of $360,326.16 and Wire Transfers from 3/18/19 through 3/24/19 in the total amount of $533,445.13. Warrant Numbers 3025446 through 3025554 on Register No. 13a in the total amount of $700,637.87 and Wire Transfers from 3/25/19 through 3/31/19 in the total amount of $905,211.69. Warrant Numbers 3025555 through 3025676 and 9000863 through 9000904 on Register No. 13b in the total amount of $815,116.78 and Wire Transfers from 4/1/19 through 4/7/19 in the total amount of $210,166.36.

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.

3. Special City Council Meeting Minutes of March 5, 2019, Regular City Council Meeting Minutes of March 5, 2019 and Special & Regular City Council Meeting Minutes of March 19, 2019

Recommendation – 1) Approval
4. Consideration and possible action to adopt a Resolution approving the Plans and Specifications for the McCarthy Court Street Improvement Project, Project No. PW 19-10.
(Fiscal Impact: TBD)
Recommendation – 1) Adopt the attached Resolution approving Plans and Specifications for McCarthy Court Street Improvement Project (Project No. PW 19-10) and authorize advertising for bids; 2) Alternatively, discuss and take other action related to this item.

5. Consideration and possible action to amend a Professional Service Agreement with KOA Corporation for additional on call construction inspection.
(Fiscal Impact: $25,000)
Recommendation – 1) Authorize the City Manager to amend the Professional Services Agreement with KOA Corporation in a form approved by the City Attorney for additional on-call construction inspection in the amount of $25,000; 2) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action regarding adoption of Plans and Specifications for the FY18/19 Slurry Seal Project in the area south of Mariposa Avenue, east of Sheldon Street, west of PCH and north of Franklin Ave., Project No. PW 19-19.
(Fiscal Impact: estimated $280,000)
Recommendation – 1) Adopt the attached Resolution approving Plans and Specifications for the FY 18-19 Slurry Seal Project in the area south of Mariposa Avenue, east of Sheldon Street, west of PCH and north of Grand Ave., Project No. PW 19-19, and authorize advertising for bids; 2) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action to adopt a Resolution identifying which projects will be funded with SB-1, “Road Repair and Accountability Act” funds.
(Fiscal Impact: approximately $500,000 in FY 19-20 in SB1, Gas Tax, Prop C and Measure R Local Return Funds)
Recommendation – 1) Adopt the attached Resolution identifying which projects will be funded with SB-1, “Road Repair and Accountability Act” funds; 2) Alternatively, discuss and take other action related to this item.
8. Consideration and possible action to make adjustment to use $73,748.45 from the Prop C fund and $100,000 from the Measure R fund and return the same combined amount $173,748.45 to the Gas Tax Account from the FY 17/18 Pavement Rehabilitation Project, Project No. PW18-18.
(Fiscal Impact: None)
Recommendation – 1) Receive and file; 2) Alternatively, discuss and take other action related to this item.

9. Consideration and possible action 1) award a standard Public Works Contract to Hardy and Harper, Inc. for the FY18/19 Pavement Rehabilitation Project, No. PW 19-01; 2) add Cedar St., Walnut Ave., Mariposa Ave., Nevada St., Oregon St. and California St. to the project; and 3) award a standard Professional Services Agreement to KOA Corporation for construction inspection services for the project.
(Fiscal Impact: estimated $932,128.00)
Recommendation – 1) Appropriate $232,128 from the Measure R Local Return fund; 2) Authorize the City Manager to execute a standard Public Works Contract in a form approved by the City Attorney with Hardy and Harper, Inc. in the amount of $482,268.00 for FY18/19 Pavement Rehabilitation Project, No. PW 19-01; 3) Authorize an additional $288,860 for additional project locations based on the Contractor’s unit bid price and immediately amend the contract amount to $771,128.00; 4) Authorize an additional $77,000 for construction related contingencies 5) Authorize the City Manager to execute a standard Professional Services Agreement in a form approved by the City Attorney with KOA Corporation in the amount of $76,300.00 for construction inspection and testing services on the project, and authorize an additional $7,700.00 for construction related contingencies; 6) Authorize to transfer $38,860.00 from the Water Enterprise Fund account #501-400-7103-8206 to the Gas Tax Local Street Rehab account #106-400-8203-8943 or; 7) Alternatively, discuss and take other action related to this item.

10. Consideration and possible action to authorize the City Manager to transfer $45,000 in funds budgeted for Fiscal Year FY 2018/19 for employee salaries and benefits to professional/technical service charges; and increase contract amount with JLee Engineering, Inc., in a total amount not to exceed $165,000
(Fiscal Impact: $0)
Recommendation – 1) Authorize the City Manager to execute an amendment to the agreement with JLee Engineering, Inc., in a form approved by the City Attorney to increase the respective contract amounts to a total amount not to exceed $165,000; or 2) Alternatively, discuss and take other action related to this item.
11. Consideration and possible action to authorize the City Manager to execute a 5 year agreement with Central Square Technologies to provide implementation, Software as a Service (SAAS) hosting and ongoing maintenance services for the City’s Permitting System project.  
(Fiscal Impact: $300,000.00 for FY 2018-19, $683,642.00 over 5 years)

Recommendation – 1) Following a Request for Proposal (RFP), authorize the City Manager to execute a 5 year agreement with Central Square Technologies, in a form approved by the City Attorney, to purchase implementation and hosting services for the City’s Permitting System project; 2) Alternatively, discuss and take other action related to this item.

12. Consideration and possible action regarding an ordinance amending section 1-4-4A of the El Segundo Municipal Code (“ESMC”) to change the Regular City Council Meetings held on the first and third Tuesday of every calendar month beginning time from five o’clock (5:00) p.m. to four o’clock (4:00) p.m. for closed session matters and interviews or appointments for committees, commissions and boards in the West Conference Room and change the beginning time of the seven o’clock (7:00) p.m. to six o’clock (6:00) p.m. in the Council Chamber for all other matters addressed in open session.  
(Fiscal Impact: None)

Recommendation – 1) Waive the second reading and adopt Ordinance No. 1582; 2) Alternatively, discuss and take other action related to this item.

13. Consideration and possible action to authorize the Police Department to replace five (5) 2013 Honda ST1300P motorcycles which are due for replacement by purchasing five (5) new 2019 BMW R1250 RT-P motorcycles under an existing contract from Long Beach BMW. The City’s purchase would “piggy-back” on an existing City of Sacramento contract #2017-0327. Authorize the City Manager or designee to repurpose, sell or auction the department’s used motorcycles.  
(Fiscal Impact: $150,195.00)

Recommendation – 1) Authorize the Police Department to replace (5) 2013 Honda ST1300P motorcycles which are due for replacement with (5) new 2019 BMW R1250 RT-P motorcycles; 2) Pursuant to El Segundo Municipal Code 1-7-10, authorize the City Manager to issue a purchase order piggybacking on an existing City of Sacramento contract to purchase five (5) new 2019 BMW R1250 RT-P motorcycles in an amount not to exceed $150,195 using Equipment Replacement and Asset Forfeiture funds; 3) Authorize the City Manager or designee to repurpose, sell or auction the department’s used motorcycle fleet; 4) Authorize to utilize Asset Forfeiture funds up to $9,000 to cover an estimated funding shortfall; 5) Alternatively, discuss and take other action related to this item.
14. Consideration and possible action regarding approval of an amendment to the Robert Half International, Inc. (dba Accountemps) agreement number 4810 for temporary staffing in the Departments of Information Systems, Human Resources, Police Department, Public Works and Finance. 
(Fiscal Impact: $352,500.00)
Recommendation – 1) Authorize City Manager to execute an agreement amendment, in a form approved by the City Attorney, with Accountemps, for additional temporary staffing; 2) Alternatively, discuss and take other action related to this item.

15. Consideration and possible action to adopt a resolution increasing the City’s Manager’s settlement authority to $50,000.00, pursuant to Government Code § 935.4
(Fiscal Impact: None)
Recommendation – 1) Adopt the proposed resolution; 2) Alternatively, discuss and take other action related to this item.

16. Consideration and possible action to approve 1) Adoption of Job Classification Title Changes for Recreation Leaders I-IV positions for Recreation and Parks Department. 2) Adoption of changes/revisions to Classification Specifications (Class Specs) to Recreation Leaders I-IV in Recreation and Parks Department 3) Adoption of the creation of two part-time classifications of Swim Instructor and Shuttle Driver Job Classifications. 4) Reclassifying Incumbent into new position by title 5) Readopt part-time class wage table showing new job titles 6) Elimination of charging various pay grades 7) Adoption of Exam Plan updates.
(Fiscal Impact: $None)
Recommendation – 1) Approve and adopt Classification Title changes for Recreation Leaders I-IV; 2) Approve and adopt changes/revisions to Classification Specifications of Recreation I-IV; 3) Approve and adopt new part-time Swim Instructor and Shuttle Driver Job Classifications; 4) Approve reclassifying incumbents into new positions; 5) Approve and readopt part-time wage table showing new job titles; 6) Approve elimination of charging various pay grades; 7) Adoption of Exam Plan updates; 8) Alternatively, discuss and take other action related to this item.

F. NEW BUSINESS
17. Consideration and possible action to allocate pool space to South Bay United and Trojan youth water polo clubs at the City of El Segundo – Wiseburn Unified School District Aquatics Center (2240 E. Grand Avenue).  
(Fiscal Impact: N/A)  
Recommendation – 1) Approve staff’s recommendation to allocate the available pool space designated for water polo between South Bay United and Trojan youth water polo clubs as follows: 3 weekdays (M/W/F) + 1 weekend day (Sat) per week – SBU and 2 weekdays (T/Th) + 1 weekend day (Sun) per week – Trojan; 2) Alternatively, discuss and take other action related to this item.

18. Consideration and possible action to approve the design concepts for Acacia Park and Washington Playground as presented by RHA Landscape Architects-Planners and recommended by the Recreation and Parks Commission.  
(Fiscal Impact: $950,000)  
Recommendation – 1) Approve Acacia Park Concept 2 design option (includes removal of the existing swimming pool and restroom) to proceed to the construction document phase of the project; 2) Approve Washington Playground Concept 1 design option to proceed to the construction document phase of the project; 3) Alternatively, discuss and take other action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

19. Consideration and possible action to send letter opposing Senate Bill 13 which would allow for conversion of garages to Accessory Dwelling Units without requiring replacement parking.  
(Discussion item, no staff report attached)

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 –

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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: 4/11/19

TIME: 10:30 am

NAME: Oracy Weaver
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of an amendment to Environmental Assessment No. EA-1154, amendment to Specific Plan No. SP 16-01, amended and restated conditions of approval and a Second Amendment to Development Agreement No. DA 16-01, amending the requirement that the developer provide six affordable units for low, very low and extremely low qualified households within the residential development to increase the number of affordable units to eight and to allow the eight units to be purchased by qualified moderate income households.

An Addendum to the Environmental Impact Report (EIR) for the development project was certified by the City Council on September 28, 2016. The requested revision to the affordable housing requirement does not introduce new significant environmental effects or substantially increase the severity of the environmental impacts that previously were identified and analyzed in the certified EIR Addendum. Additionally, the project does not include changed circumstances or new information, which were not known at the time the EIR was certified, that would require the preparation of a subsequent environmental analysis pursuant to CEQA Guidelines. (Applicant: DR Horton CA2, Inc.).

(Fiscal Impact: As part of the proposed amendment, the developer has agreed to provide the City an additional $100,000 for the City’s costs of administering the program for two additional units.)

RECOMMENDED COUNCIL ACTION:
1. Conduct a public hearing;
2. Take testimony and other evidence as presented; and,
3. Introduce by title only and waive further reading of an Ordinance (a Specific Plan amendment) amending the 540 East Imperial Avenue Specific Plan;
4. Schedule second reading and adoption of the Ordinance for May 7, 2019;
5. Adopt Resolution No. _____, approving amendments to the conditions of approval for Environmental Assessment No. EA-1154, the 540 East Imperial Specific Plan and a second amendment to the Development Agreement; and/or
6. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution No. _____, approving amendments to the conditions of approval for Environmental Assessment No. EA-1154, the 540 East Imperial Specific Plan and a second amendment to the Development Agreement
2. Proposed Ordinance No. _____
3. Planning Commission Resolution No. 2858
4. Planning Commission Staff Reports, dated January 24 and February 28, 2019 (without attachments)
5. Affordable Housing Agreement dated October 18, 2018
6. City Council Staff Report dated March 6, 2012
FISCAL IMPACT: As part of the proposed amendment, the developer has agreed to provide the City an additional $100,000 for the City’s costs of administering the program for two additional units.

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STRATEGIC PLAN:

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PREPARED BY: Eduardo Schonborn, AICP, Principal Planner

REVIEWED BY: Gregg McClain, Planning Manager
Sam Lee, Planning and Building Safety Director

APPROVED BY: Greg Carpenter, City Manager

EXECUTIVE SUMMARY

In 2016, the City Council approved a residential development at the former school site at 540 East Imperial Avenue, consisting of 24 single-family dwelling units and 34 multi-family dwelling units (condominiums). As part of the project’s conditions of approval, the developer (DR Horton) agreed to set aside six multi-family units as affordable units, for sale to qualified affordable households. Specifically, two units must be affordable to extremely low income households, two affordable to very low income households, and two affordable to low income households. The developer is now requesting a modification to the requirement and is proposing to provide eight units affordable to moderate income households. For the reasons stated in this report, staff is recommending the City Council approve the developer’s application and the above-referenced entitlements.

BACKGROUND

On March 20, 2012, the City Council approved the “540 East Imperial Avenue Specific Plan” (Specific Plan 10-03) and other entitlements, to allow for the construction of one of two possible conceptual options on a 5.65-acre surplus school site then-owned by the El Segundo Unified School District. Option 1 consisted of a three-story, 150 unit assisted living complex and a 154-unit senior apartment/condominium complex. Option 2 consisted of 34 multi-family dwelling units taking access from Imperial Avenue (six of which would be designated for low, very low and extremely low affordable units), and 24 single-family dwelling units taking access from Walnut Avenue, for a total of 58 units.

On September 28, 2016, the City Council approved a residential development at the former school site at 540 Imperial Avenue, consisting of 24 single-family dwelling units and 34 multi-family dwelling units (condominiums). As part of the project’s conditions of approval, the developer (DR Horton) agreed to set aside six multi-family units as affordable units, for sale to qualified
affordable households. Specifically, two units must be affordable to extremely low income households, two affordable to very low income households, and two affordable to low income households. The City Council also directed the applicant and staff to ensure that members of the military be given priority for the affordable housing units.

In September 2018, the applicant submitted a request to amend the project, which was augmented in December 2018. Specifically, the developer requested the City eliminate the requirement to provide six affordable units within the residential development, and instead allow the developer to pay the City an “in lieu” fee totaling $3,341,400. This original amendment request would have removed the requirement that the developer provide six affordable condominium units, thereby allowing the developer to sell the six units at market rate and no longer being responsible for providing affordable housing. In response, staff prepared a staff report for the January 24, 2019 Planning Commission (staff report attached) hearing recommending that the Commission not support the proposed amendment and recommended adjusting the affordable housing requirement to allow the six units to be purchased by qualified moderate income households. Prior to the January 24th meeting, however, the applicant submitted a request to continue the item so that they could meet with staff and modify the amendment.

On February 11, 2019, the applicant submitted a revised amendment, requesting that the project’s affordable housing requirement be adjusted to provide for a total of eight affordable units instead of six, and that all eight affordable units be available for moderate income households. The request was then considered by the Planning Commission on February 28, 2019 (staff report attached). After discussing the proposed amendments, the Planning Commission on a 5-0 vote adopted Resolution No. 2858 (attached) recommending that the City Council approve the ordinance amending the affordable housing requirement to allow eight affordable units to be purchased by qualified moderate income households, rather than six units affordable to low income households.

**DISCUSSION**

**State Affordable Housing Requirements, Housing Element and RHNA**

The State of California mandates every city to adopt a housing element as part of its General Plan. The housing element is highly detailed and is designed to ensure each city recognizes its responsibility to contribute to the state’s housing goals. As part of the housing element, cities must identify an inventory of sites suitable for residential development of housing types for all income levels, including low- and moderate-income households. The inventory must meet a city’s share of the regional housing need allocation, or “RHNA,” which is an allocation made by the State Department of Housing and Community Development (HCD) and the local association of governments (SCAG in El Segundo’s case).

For example, the City’s 2014 Housing Element identifies the City’s regional share of housing as a total of 69 units, which includes the following income levels:

- 9 Extremely Low Income Households
- 9 Very Low Income Households
- 11 Low Income Households
- 12 Moderate Income Households
28 Above Moderate Income Households

Under state law, the City is not required to build such affordable units to satisfy the RHNA. Rather, the Housing Element must identify adequate sites to accommodate such units and income levels, and must, when legally possible, remove governmental constraints on the development of such housing units.

In 2012, when the 540 East Imperial Avenue Specific Plan was adopted by the City Council, the City included an affordable housing requirement to address the RHNA. The Specific Plan included two options:

- Option 1: 150 unit assisted living complex and a 154-unit senior apartment/condominium complex, of which 15% of the units would be designated for extremely low, very low and low income senior households; or
- Option 2: 24 single-family units and 34 multi-family units, of which 10% of the multi-family units would be designed as affordable units for extremely low, very low and low income households.

Between 2012 and 2016, Option 1 appeared to be the more likely option for the site and was referenced in the City’s Housing Element. When the project was approved in 2016, however, the developer opted to develop Option 2 instead.

In recent years, the California Legislature has adopted several new laws that have put greater emphasis on the housing element requirement to identify sites that provide for a city’s share of the RHNA for all income levels. The state has also made it clear, by both legislation and litigation, that it intends to enforce the housing element requirement. For example, in January, the state filed a lawsuit against the City of Huntington Beach due to its alleged noncompliant Housing Element.¹

The Problem: The “Affordable Units” are Not Affordable as For-Sale Units to Extremely Low and Very Low Income Households

After the project was approved in 2016, City staff and the developer came to realize that the affordable housing requirement was unworkable as for-sale units to extremely low, very low and low income qualified households. The developer retained an affordable housing consultant to assess the financial viability of having extremely low, very low and low-income households purchase the affordable units. Since the price of the affordable units are based upon the amount for which the household can qualify, a cost analysis was prepared for each income category, which accounted for other housing expenses in addition to mortgage loan payments, such as HOA fees, property taxes, essential housing maintenance costs, etc. Although the two extremely low income units would have to be sold for nothing, extremely low income households would afford to pay basic housing maintenance costs, including HOA fees, property taxes or other property expenses. Further, although very low and low-income households could afford to pay a nominal mortgage, households in these income categories would be challenged in paying essential housing maintenance costs (in addition to mortgage loan payments) and would likely default on their loans.

¹ California Department of Housing and Community Development v. City of Huntington Beach et al. (filed January 25, 2019).
For these reasons, affordable housing programs in other cities that are geared towards lower income households are rentals, not for-sale units.

The City’s affordable housing consultant, Michael Baker International (MBI), reviewed the applicant’s assessments and agreed with the conclusion that the financial viability of households in these income categories is not sustainable, since the households would not have the financial resources to pay for basic housing costs in addition to any mortgage.

Developer’s Original In-Lieu Fee Proposal

As indicated above, the developer initially requested to pay the City an “in lieu” fee totaling $3,341,400 in exchange for eliminating the requirement to provide the required six affordable units within the residential development. This original amendment request would have allowed the developer to sell the six units at market rate and no longer provide any affordable housing. The developer argued that the money can be used to create an affordable housing trust fund, upgrade the Park Vista development, address homelessness, or used to purchase market rate housing and convert to affordable housing. For the following reasons, however, staff did not support the proposed in lieu fee:

1. An in lieu payment would transfer responsibility of providing the affordable housing from the developer to the City.
2. The City remains obligated to identify an adequate number of sites to allow for and facilitate production of the City’s regional share of affordable housing. Removing the affordable housing requirement entirely from the project increases the number of affordable units the City must identify as part of its Housing Element.
3. Using the in lieu payment for ongoing operations and expenses at Park Vista will not increase the number of affordable units in the City.
4. Although the in lieu payment has the potential to serve a greater population than the six (or eight) units at this development, future programs are not guaranteed. Any affordable housing program would take a minimum of 18 months to implement since there needs to be agreement and clear direction on the type of affordable housing program, and City staff would have to create the program and obtain City Council approval before it is implemented.

A full discussion on staff’s position regarding the proposed in-lieu fee is in the attached January 24, 2019 staff report to the Planning Commission.

Proposed Solution: Moderate Income Housing

As indicated above, the applicant submitted a revised amendment on February 11, 2019, requesting that the project’s affordable housing requirement be adjusted to provide for a total of eight affordable units instead of six, and that all eight affordable units be available for moderate income households. Staff supports this application because it retains affordable housing at the project and is more feasible in light of the current market conditions for “for-sale” units. MBI analyzed the financial viability of a moderate-income household and determined that a moderate income household could qualify for a substantially higher mortgage and continue to have the means to pay for other basic housing costs. Extremely low, very low and low-income qualified households would still be eligible to purchase the units; however, allowing moderate income qualified
households to also purchase the units simply expands the opportunity to a larger group of prospective homebuyers.

Importantly, affordable housing is not limited only to low income categories, but also includes households in the “moderate income” category. According to the Department of Housing and Urban Development (HUD) methodology, moderate income in L.A. County is between $77,500 and $116,300 for a 4-person household.

Table No. 1: 2018 HUD Income Limits

<table>
<thead>
<tr>
<th>County</th>
<th>Number of Persons in Household</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Low</td>
<td>54,250</td>
</tr>
<tr>
<td>Median</td>
<td>48,500</td>
</tr>
<tr>
<td>Moderate</td>
<td>81,400</td>
</tr>
</tbody>
</table>

Planning Commission Recommendation

As such, on February 28, 2019, the Planning Commission adopted a resolution recommending the City Council approve the proposed amendment to provide for a total of eight affordable units at the moderate income category, instead of six at the lower income categories. The Planning Commission also recommended that:

1. In addition to priority for members of the military, that El Segundo residents and workers be given priority for the units as much as legally permissible; the City Attorney’s office has evaluated this suggestion and will provide a recommendation to the City Council at the meeting.
2. As part of any amended Affordable Housing Agreement between the City and the developer, staff establish an equity share program that will ensure the City’s financial interest in the units is realized to the fullest extent.

“No Net Loss” Finding Per State Law

As stated above, State law requires that City’s provide an adequate number of sites to allow for and facilitate production of the City’s regional share of housing. To determine whether the City has sufficient land to accommodate its share of regional housing needs (RHNA) for all income groups, the City must identify “adequate sites.” The City’s 2014 Housing Element identified Option 1 (a 304 unit senior housing community) that would accommodate the required RHNA.

Under state law, if a city allows development with fewer units by income category than identified in the housing element, the city must make written findings as to whether remaining sites identified in the housing element can accommodate the city’s share of RHNA. If approval of a project results in fewer units by income category than are identified in the city’s housing element, and remaining sites in the housing element cannot accommodate the RHNA for that income category, the city must, within 180 days “identify and make available” additional adequate sites to accommodate the jurisdiction’s share of the RHNA by income level. (Gov. Code § 65863(c).)
Because approval of this project would result in fewer units by income category than those identified in the City’s Housing Element, and because it appears that the remaining sites identified in the Housing Element cannot accommodate the City’s share of RHNA, the proposed ordinance and proposed resolution include this finding. Staff intends to bring back options for identifying additional adequate sites to the City Council for its consideration at an upcoming meeting.

Importantly, state law also provides that although approval of the amendment results in fewer units and the City must identify and make available additional adequate sites, the City is not authorized to disapprove of the project for this reason. (Gov. Code § 65863(e)(2).)

Next Steps

If the City Council approves the amendment, DR Horton will finalize a marketing plan that staff will review. In accordance with direction from the City Council when the project was approved, and reiterated by the Planning Commission, staff will work with DR Horton to ensure that members of the military and current residents and workers in the City are given priority for the housing units to the extent permitted by law.

CONCLUSION:

For the foregoing reasons, Planning Staff recommends that the City Council introduce an Ordinance amending the 540 East Imperial Avenue Specific Plan; schedule second reading and adoption of the Ordinance for May 7, 2019; and adopt Resolution No. _____, approving amending the conditions of approval for Environmental Assessment No. EA-1154, the 540 East Imperial Specific Plan and a second amendment to the Development Agreement.
RESOLUTION NO. ____,
APPROVING AMENDMENTS TO THE CONDITIONS OF
APPROVAL FOR ENVIRONMENTAL ASSESSMENT NO. EA-
1154, THE 540 EAST IMPERIAL SPECIFIC PLAN
AND
A SECOND AMENDMENT TO THE DEVELOPMENT
AGREEMENT
RESOLUTION NO. ____

A RESOLUTION OF THE EL SEGUNDO CITY COUNCIL APPROVING AN AMENDMENT TO ENVIRONMENTAL ASSESSMENT NO. 1154 AND A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT TO AMEND THE AFFORDABLE HOUSING REQUIREMENT TO PROVIDE FOR EIGHT AFFORDABLE UNITS FOR QUALIFIED MODERATE INCOME HOUSEHOLDS WITHIN THE RESIDENTIAL DEVELOPMENT.

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

SECTION 1: The City Council finds and declares that:

A. On March 20, 2012, the City Council approved the "540 East Imperial Avenue Specific Plan" (Specific Plan 10-03) and other entitlements, to allow for the construction of one of two possible conceptual options on a 5.65-acre surplus school site then-owned by the El Segundo Unified School District. Option 1 consisted of a three-story, 150 unit assisted living complex and a 154-unit senior apartment/condominium complex. Option 2 consisted of 34 multi-family dwelling units taking access from Imperial Avenue (six of which would be designated for low, very low and extremely low affordable units), and 24 single-family dwelling units taking access from Walnut Avenue, for a total of 58 units;

B. On September 28, 2016, the El Segundo City Council adopted Resolution No. 4999, approving Environmental Assessment No. EA 1154, an amendment to the 540 East Imperial Avenue Specific Plan, and the First Amendment to Development Agreement No. 16-01 for the development of Option 2 described above;

C. Pursuant to the conditions of approval contained in Resolution No. 4999, which were agreed to by D.R. Horton CA2, Inc. (either the "Applicant" or "Developer"), the approved residential development must set aside six multi-family units as affordable units, for sale to qualified lower income households. Specifically, two units must be affordable to extremely low income households, two units affordable to very low income households, and two units affordable to low income households. The City Council also conditioned the project on members of the military being given priority for the affordable housing units;

D. On August 6, 2018, the Applicant filed an application to amend the affordable housing requirement for the residential development;

E. On September 5, 2018, the application was deemed incomplete pending the submittal of additional information, including details about what amendments are being requested;

F. On January 10, 2019, a notice was provided to 119 property owners within a 300-foot radius of the 540 East Imperial Avenue project site, and a notice was also
published in the *El Segundo Herald* on January 10, 2019, indicating that a public hearing was scheduled with the Planning Commission on January 24, 2019;

G. On January 22, 2019, the applicant submitted a request to continue the item to a future date;

H. On January 24, 2019, the Planning Commission continued the hearing and directed that notice be provided for the Planning Commission hearing;

I. On February 11, 2019, the Applicant submitted a letter to amend the affordable housing requirement for the residential development, requesting that the affordability be changed to provide eight units at the moderate income level;

J. On February 14, 2019, a notice was provided to 119 property owners within a 300-foot radius of the 540 East Imperial Avenue project site, and a notice was also published in the *El Segundo Herald* on February 14, 2019, indicating that a public hearing was scheduled with the Planning Commission on February 28, 2019;

K. The Planning Commission conducted a public hearing on February 28, 2019, at which time all interested parties were given an opportunity to be heard and present evidence regarding said amendments as set forth in the Planning Commission Staff Report of that date and to receive public testimony and other evidence regarding the proposed amendments, including, without limitation, information provided to the Planning Commission by City staff and public testimony;

L. On February 28, 2019, the Planning Commission reviewed and considered the proposed amendments, and adopted PC Resolution No. 2858 recommending the City Council approve this ordinance amending Environmental Assessment No. EA-1054, 540 East Imperial Avenue Specific Plan and Development Agreement No. 16-01;

M. On April 16, 2019, the City Council conducted a public hearing to receive public testimony and other evidence regarding the applications including, without limitation, information provided to the City Council by City staff and public testimony, and the applicant; and,

N. Concurrently with this resolution, the City Council has also introduced and is expected to adopt an ordinance approving an amendment to the 540 East Imperial Avenue Specific Plan and a Second Amendment to the Development Agreement.

**SECTION 2: Factual Findings and Conclusions.** The City Council finds the following:

A. Based upon the income limits for each income category, the financial viability of households in the extremely low, very low and low-income categories is not sustainable, and they would be challenged with paying essential and basic housing costs, including mortgage, HOA fees, property taxes, and housing maintenance
costs. Thus, households in these income categories would be placed in a position that make them vulnerable to defaulting on their loans.

B. Households in the moderate income category are more appropriate in a “for-sale” development, such as the development at the 540 East Imperial Avenue site. Based on the recommendation of the City’s affordable housing consultant, the affordable housing requirement can be amended to require eight units be affordable to qualified moderate income households.

C. The amendment is in the City’s best interest as it provides for two additional affordable housing units than what was originally required; the amendment makes progress towards meeting the city’s regional share of housing in the moderate income category; the amendment expands opportunity of homeownership to a larger group of prospective homebuyers; the amendment is consistent with the City’s Housing Element; and, the amendment is consistent with the project approvals that requires affordable housing on-site, within the boundaries of the new development.

SECTION 3: Environmental Assessment. An Addendum to the Environmental Impact Report (EIR) for the development project was certified by the City Council on September 28, 2016. The requested amendment to the affordable housing requirement does not introduce new significant environmental effects or substantially increase the severity of the environmental impacts that previously were identified and analyzed in the Council-certified EIR Addendum. Further, the project does not include changed circumstances or new information, which were not known at the time the EIR was certified, that would require the preparation of a subsequent environmental analysis pursuant to CEQA Guidelines.

SECTION 4: General Plan Findings. Amending the affordable housing requirement to require that eight condominium units be affordable to moderate income households is consistent with Housing Element Goal 2 to “Provide sufficient new, affordable housing opportunities in the City to meet the needs of groups with special requirements, including the needs of lower and moderate income households.” The amendment is consistent with and further Housing Element Policy 3.1 to “Provide for the construction of 69 new housing units during the 2014-2021 planning period in order to meet the goals of the Regional Housing Needs Assessment (RHNA).” The City acknowledges, however, that due to the approval of the amendment, additional sites will need to be identified to accommodate the City’s RHNA by income level, as discussed in Section 5 below.

SECTION 5: Housing Element and “No Net Loss” Finding. The project site was identified as a pending project in the City’s certified Housing Element, which would have provided enough affordable housing units to address the City’s RHNA allocation of 29 affordable units in the lower income categories. By adopting this resolution, the City is allowing development of the property with fewer units by income category than identified in the Housing Element. Based on a review of the Housing Element, the City does not find that the remaining sites in the Housing Element are adequate to accommodate the City’s
share of the regional housing need by income level. Accordingly, pursuant to
Government Code § 65863(c)(2), the City will, within 180 days, identify and make
available additional adequate sites to accommodate the City’s share of the regional
housing need by income level.

SECTION 6: Approvals. Based on the foregoing and subject to the amended and
restated conditions listed on the attached Exhibit “A,” the City Council hereby:

A. Approves an amendment to Environmental Assessment No EA 1154; and

B. Authorizes the City Manager to execute an amendment to the Affordable
Housing Agreement with the Applicant, in a form approved by the City
Attorney’s office.

SECTION 7: Reliance On Record. Each and every one 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 City Council
in all respects and are fully and completely supported by substantial evidence in the
record as a whole.

SECTION 8: Limitations. The City Council’s analysis and evaluation of the project is
based on the best information currently available. It is inevitable that in evaluating a
project that absolute and perfect knowledge of all possible aspects of the project will not
exist. One of the major limitations on analysis of the project is the City Council’s lack of
knowledge of future events. In all instances, best efforts have been made to form
accurate assumptions. Somewhat related to this are the limitations on the city’s ability to
solve what are in effect regional, state, and national problems and issues. The City must
work within the political framework within which it exists and with the limitations inherent
in that framework.

SECTION 9: Summaries of Information. All summaries of information in the findings,
which precede this section, are based on the substantial evidence in the record. The
absence of any particular fact from any such summary is not an indication that a particular
finding is not based in part on that fact.

SECTION 10: Concurrently with this resolution, the City Council has also introduced and
is expected to adopt an ordinance approving an amendment to the 540 East Imperial
Avenue Specific Plan and a second amendment to the Development Agreement,
amending the affordable housing requirement to provide for eight affordable units for
qualified moderate income households within the residential development. In the event
that the ordinance is not adopted by the City Council, this resolution will be null and void
and of no effect.
SECTION 11: Except as otherwise stated in Section 10, this Resolution will become effective immediately upon adoption and will remain effective until superseded by a subsequent resolution.

SECTION 12: A copy of this Resolution must be mailed to D.R. Horton Homes CA2, Inc. and to any other person requesting a copy.

PASSED, APPROVED AND ADOPTED this ____ day of April, 2019.

Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ____ was duly introduced by said City Council at a regular meeting held on the ____ day of ____________, 2019, 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 ____________, 2019, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

________________________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

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

Exhibit A

CONDITIONS OF APPROVAL
(amended and restated by the City Council on April 16, 2019)

In addition to all applicable provisions of the El Segundo Municipal Code (“ESMC”), D.R. Horton Homes CA2, Inc. (“Applicant”) agrees to comply with the following provisions as conditions for the City of El Segundo’s approval for Environmental Assessment (EA No. 1154), as amended, 540 East Imperial Avenue Specific Plan, as amended, and a second amendment to Development Agreement No. 16-02 (“Project Conditions”). The proposed revisions to these conditions of approval are illustrated with strikethrough for existing language that is proposed for elimination and underlined for proposed new language.

Planning and Building Safety Department

1. Before building permits are issued, the applicant must submit plans demonstrating substantial compliance with the plans and conditions of approval on file with the Planning and Building Safety Department. Any subsequent modification to the project as approved, including the site plan, floor plan, elevations, landscaping and materials, must be referred to the Director of Planning and Building Safety to determine whether the Planning Commission should review the proposed modification.

2. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.

3. The applicant must comply with all mitigation measures identified in the previously certified Final Environmental Impact Report prepared for the Project. A Mitigation Monitoring and Reporting Program (MMRP) was prepared as part of the environmental review for the project and is attached as Exhibit C to this Resolution. The mitigation measures of the MMRP are incorporated into these conditions of approval by reference. All mitigation measures and conditions of approval must be listed on the plans submitted for plan check and the plans for which a building permit is issued.

4. Any changes to the colors and materials of the exterior façade of the building must be in compliance with the 540 East Imperial Avenue Specific Plan Amendment Section 4.2(F) Development Standards and approved to the satisfaction of the Director of Planning and Building Safety.

5. Before the City issues a building permit, the applicant must submit final landscaping and irrigation plans to the Planning and Building Safety Department and the Parks and Recreation Department for review and approval to demonstrate
compliance with the City’s Water Conservation regulations and Guidelines for Water Conservation in Landscaping (ESMC Title 15, Chapter 15-5A). The plant materials used in landscaping must be compatible with the El Segundo climate pursuant to Sunset Western Garden Book’s Zone 24 published by Sunset Books, Inc., Revised and Updated 2001 edition, which is available for review at the Planning and Building Safety Department. Additionally, the landscaping and irrigation must be completely installed before the City issues a final Certificate of Occupancy. Additionally, the final landscaping and irrigation plans must comply with the following:

- Reclaimed water must be used as the water source to irrigate landscaped areas, if feasible. To that end, dual water connections must be installed to allow for landscaping to be irrigated by reclaimed water, if feasible.

- Efficient irrigation systems must be installed which minimize runoff and evaporation and maximize the water which will reach plant roots (e.g., drip irrigation, automatic sprinklers equipped with moisture sensors).

- Automatic sprinkler systems must be set to irrigate landscaping during early morning hours or during the evening to reduce water losses from evaporation. Sprinklers must also be reset to water less often in cooler months and during the rainfall season so that water is not wasted by excessive landscaping irrigation.

6. Selection of drought-tolerant, low-water consuming plant varieties must be used to reduce irrigation water consumption, in compliance with ESMC §§ 10-2-1, et seq.

7. The applicant must provide a sufficient number of bicycle racks to accommodate storing at least 8 bicycles (Option 1). [Condition deleted by the City Council on April 16, 2019.]

8. Employees must be provided current maps, routes and schedules for public transit routes serving the site; telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators; ridesharing promotional materials; and bicycle route and facility information. Two kiosks with such information must be provided for Option 1 with one kiosk located in the senior portion of the project and the second kiosk located in the assisted living facility to the satisfaction of the Director of Planning and Building Safety. One kiosk must be provided in Option 2 in the senior housing/multi-family portion of the project site to the satisfaction of the Director of Planning and Building Safety. [Condition deleted by the City Council on April 16, 2019]

9. Trash and recycling enclosures must be provided and shown on the site plan that are sufficiently large enough to store the necessary bins required for the regular collection of commercial solid waste and recyclable materials. The site plan with
the location and dimensions of the trash and recycling enclosure and an elevation view of the enclosure must be provided to the Planning and Building Safety Department for review and approval before the City issues building permits. Separate trash and recycling facilities must be provided for each of the three components of Option 1 (senior housing, assisted living, and multi-family). Separate trash and recycling enclosures must be provided for the multi-family portion of Option 2.

[Condition amended by the City Council on April 16, 2019.]

10. Ground level mechanical equipment, refuse collectors, storage tanks, generators, and other similar facilities must be screened from view with dense landscaping and walls of materials and finishes compatible with the overall design of the project and any ancillary buildings.

11. Exterior lighting must be designed to minimize off-site glare.

12. The building must be designed to comply with all ESMC standards for the attenuation of interior noise.

13. All homes must achieve a 15% improvement over the standards established in the 2013 California Energy Standard Codes.

14. The applicant agrees to set aside 15% of the total number of units constructed for Option 1. The units must be distributed as follows: 31% of the total 15% for the extremely low-income senior household category; 31% of the 15% for the very low income senior household category; and 38% of the 15% for the low-income senior household category to be split equally between the assisted living and condominium/apartment units. Percentages for the total number of units and for each income category must be calculated by rounding to the nearest whole number not to exceed the maximum required percentage. The Developer must submit an income verification monitoring plan to the Director of Planning and Building Safety before issuance of Certificate of Occupancy.

[Condition deleted by the City Council on April 16, 2019.]

15. The applicant agrees to set aside 14% of the total number of units constructed for Option 2-B. The units must be distributed as follows: 31% of the total 10% for the extremely low-income household category; 31% of the 10% for the very low income household category; and 38% of the 10% for the low-income household category to be split equally between the multi-family condominium/apartment units. Any affordable housing units that are required based on the single-family component of Option 2-B may be satisfied by developing the requisite number of units in other components of the project. Percentages for the total number of units and for each income category must be calculated by rounding to the nearest whole number not to exceed the maximum required percentage. The Developer and the City must enter into an Affordable Housing Agreement, which will include an income verification monitoring plan, before issuance of Certificate of Occupancy. The
project will fulfill the affordability requirements set forth in the Specific Plan by providing a total of 6–eight affordable units to qualified moderate income households as defined by the State Income Limits established by the California Department of Housing and Community Development, which represents 40%14% of the total 58 units. The units will be provided in the multi-family section of the project and will be dispersed throughout the multi-family section so that no more than four units will be located in any one building evenly distributed throughout the entire project by providing one unit in each multi-family building. The “affordable” units must be similar in exterior appearance, interior appointments, and configuration and basic amenities (such as storage space and outdoor living areas) to the “market rate” units in the proposed project. Further, covenants and agreements must be recorded as to the affordable units, which would ensure the units remain affordable for a term of 20 years, concurrently with the recodation of the final map or the issuance of the first certificate of occupancy of the building.

[Condition amended by the City Council on April 16, 2019.]

16. The applicant must provide a marketing implementation plan that includes, without limitation, notification to residents of El Segundo regarding the availability of affordable housing in the project, eligibility requirements, application requirements, and access to application materials to the satisfaction of the Director of Planning and Building Safety.

17. A minimum of two building materials must be provided in each component of each project option (Option 1 and Option 2) to the satisfaction of the Director of Planning and Building Safety.

18. The project must meet all design criteria of the Specific Plan to the satisfaction of the Director of Planning and Building Safety.

Building Division Conditions

19. Before building permits are issued, the applicant must submit a geotechnical/soils report, along with an associated grading plan that addresses the current code to the Planning and Building Safety Department for review and approval.

20. Before grading permits are issued, the applicant must submit a soils report to the Planning and Building Safety Department for review and approval.

21. Before grading permits are issued, the applicant must submit a grading plan to the Planning and Building Safety Department for review and approval. Before building permits are issued, plans must show conformance with the 2013 California Building Code, 2013 California Mechanical Code, 2013 California Plumbing Code, 2013 California Electrical Code, and 2013 California Energy Code, all as adopted by the ESMC. For project submitted for plan review after January 1, 2017, the 2016 editions of the uniform codes, as adopted by the City, will apply.
22. Before building permits are issued, plans must show compliance with accessibility requirements per the 2013 California Building Code, as adopted by the ESMC.

23. The applicant must provide a complete pool enclosure that encompasses the pool per the 2013 California Building Code, as adopted by the ESMC.

24. The applicant must provide a disabled access lift to access the pool per the 2013 California Building Code, as adopted by the ESMC.

25. At least one stairway must access the roof per the 2013 California Building Code, as adopted by the ESMC.

Fire Department Conditions

26. The project must comply with all applicable requirements in the 2013 California Building and Fire Codes, and the 2013 International Fire Code as adopted by the ESMC and El Segundo Fire Department regulations. For projects submitted for plan review after January 1, 2017, the 2016 editions of the uniform codes, as adopted by the City, will apply.

27. Construction of any cafeteria or kitchen facilities in the assisted living facility must include installation of a grease interceptor capable of removing fats, oils, and grease from the kitchen waste stream. If the Los Angeles County Health Department determines that the food preparation area does not require the installation of grease interceptors, then this condition will not be required.

28. Construction activities must include a storm water pollution prevention plan addressing non-storm water run-off, debris removal, track-out and protection of storm water system.

29. Any diesel-powered generators must be approved by the Fire Department, Environmental Safety Division, and provide for secondary containment, placarding, spill detection and prevention. Underground tanks require additional environmental monitoring requirements.

30. The applicant must provide the Environmental Safety Division of the El Segundo Fire Department an inventory of any and all chemicals used for laundry, pool or house cleaning, emergency generators or other devices.

31. The applicant, or designee, must contact Underground Service Alert before digging or excavating.

32. Any demolition must be screened for asbestos and lead, with proper notifications to South Coast Air Quality Management District (SCAQMD).

Public Works Department Conditions
33. All onsite utilities including, without limitation, water, electricity, gas, sewer and storm drains, must be installed underground. Contact Southern California Edison for required service and underground requirements (Mr. John Deng at (310) 783-9305).

34. Before the City issues a Certificate of Occupancy, the applicant must ensure that all curb, gutters, A.C. pavement and driveway aprons fronting 540 East Imperial Avenue and the property frontage along Walnut Avenue will be replaced as required by the Public Works Department.

35. Before the City issues a Certificate of Occupancy, all damaged or off-grade curb, sidewalk and pavement must be removed and replaced as required by the Public Works Department.

36. The applicant must secure any required encroachment permits from the Public Works Department before commencing any work in the public right-of-way.

37. The project must comply with the latest National Pollution Discharge Elimination System (NPDES) requirements and provide Best Management Practices (BMPs) for sediment control, construction material control and erosion control.

38. Before the City issues a building permit, the location and sizes of all proposed water meters must be approved by the City's Water Division.

39. Before the City issues a building permit, the applicant must clean and inspect (via remote TV camera) the project sewer lateral. If found impaired, the applicant is responsible for the replacement of the lateral.

40. A registered civil engineer must provide storm (hydrologic and hydraulic) calculations for appropriate storm drain facilities to control on-site drainage and mitigate off-site impacts, as follows, subject to review and approval from the Public Works Department:

- The design must follow the criteria contained in both the Los Angeles County Department of Public Works Hydrology Manual 2006 and Standard Urban Storm Water Mitigation Plan or most recent editions. Flows must remain in their historical drainage pattern so as not to impact neighboring properties.

- New development must not increase the rate of flow (cubic feet per second) or velocity (feet per second) of site run-off water to any off-site drainage areas beyond the measured or calculated pre-project rate and velocity.

41. Construction related parking must be provided on-site.
42. All record drawings (as-built drawings) and supporting documentation must be submitted to the Public Works Department before scheduling the project’s final inspection.

**Police Department Conditions**

43. Before the City issues a building permit, the applicant must submit a photometric light study to the Police Department for review and approval. A site plan must be provided showing buildings, parking areas, walkways, and the point-by-point photometric calculation of the required light levels. Foot candles must be measured on a horizontal plane and conform to a uniformity ratio of 4:1 average/minimum. The photometric study must be point-by-point and include the light loss factor (.7). Lighting levels must be adjusted to meet the minimum foot candle requirements within each area of the site. All interior or exterior corridors, passageways and pedestrian walkways and open parking lot shall be illuminated at all times with a minimum maintained one foot-candle of light on the walking surface.

44. A schematic plan of the security camera system must be submitted and approved by the El Segundo Police Department before the City issues a building permit, and must be included as a page in the stamped approved set of plans.

45. Lighting devices must be enclosed and protected by weather and vandal resistant covers.

46. Stairways must be illuminated with a minimum maintained one foot-candle of light on all landings and stair treads at all times.

47. Recessed areas of building or fences, which have a minimum depth of two feet, a minimum height of five feet, and do not exceed six feet in width and are capable of human concealment, must be illuminated with a minimum maintained 0.25 foot-candles of light at ground level during the hours of darkness. This requirement applies to defined recessed areas which are within six feet of the edge of a designated walking surface with an unobstructed pathway to it, not hindered by walls or hedge row landscaping a minimum of two feet in height.

48. All types of exterior doors must be illuminated during the hours of darkness, with a minimum maintained one foot-candle of light measured within a five-foot radius on each side of the door at ground level. The light source must be controlled by a photocell device or a time-clock with an astronomic clock feature and capable of operating during a power outage.

49. The addressing, open parking lot and trash dumpster must be illuminated with a maintained minimum of one foot-candle of light on the ground surface during hours of darkness.
50. Street addressing must be a minimum of 6 inches high and must be visible from the street or driving surface, of contrasting color to the background and illuminated during hours of darkness. Addressing must also be shown on plan elevations.

51. All landscaping must be low profile around perimeter fencing, windows, doors and entryways so as not to limit visibility or provide climbing access. Dense bushes cannot be clumped together in a manner that provides easy concealment.

52. Stairwell doors exiting onto the street must have a minimum 100-square inch vision panel, with a minimum five-inch width, to provide visibility into the area being entered. Vision panels must meet the requirements of the California Building Code, as adopted by the ESMC. Vision panels must preclude manipulation of the interior locking device from the exterior.

53. Interior stairwell doors must have glazing panels a minimum of five inches wide and 20 inches in height and meet the requirements of the California Building Code, as adopted by the ESMC. Guest rooms must have a deadbolt lock, a secondary security latch and a wide angle (190-200 degree) door viewer, not to be mounted more than 58 inches from the bottom of the door.

54. Exterior mounted ladders are prohibited except: (1) ladders with a minimum 1/8 inch-thick steel plate, securely attached to the ladders edge on each side, and extending to within two inches of the wall for a height of ten feet above ground level. A door and cover must be securely attached to the front of the ladder, and be constructed of minimum 1/8-inch steel, extending from ground level to at least ten feet high. The ladder must have non-removable hinge pins and be locked securely against the side wall by a locking mechanism with a minimum five pin tumbler operation; or (2) the bottom of the ladder must begin ten feet above the ground surface.

55. All pool entrances must be posted with “No Trespassing” signs.

56. Any pool restroom and shower doors must have access control as reviewed and approved by the El Segundo Police Department.

57. Exterior gates leading to the pool must be secured by electronic access control.

58. When a specific project option is selected, the ESPD may require the applicant to comply with more specific requirements as they pertain to: doors/hardware, windows, mailboxes, lighting, landscaping, addressing, stairwells, trash dumpsters, parking, other possible requirements they may pertain to a specific assisted living facility layout (access controls).

Construction Conditions
59. Before any construction or demolition occurs the perimeter of the property must be fenced with a minimum 6-foot high fence. The fence must be covered with a material approved by the Planning and Building Safety Department to prevent dust from leaving the site.

59a. Perimeter walls which are common to adjoining properties along Sheldon Avenue, Walnut Avenue, and McCarthy Court, are allowed a maximum height of 8 feet as measured from the highest grade.

59b. The applicant must provide at least a 48-hours' notification to all adjacent property owners, before any vermin fumigation.

60. Public sidewalks must remain open at all times.

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

62. NOx emissions during construction must be reduced by limiting the operation of heavy-duty construction equipment to no more than 5 pieces of equipment at any one time.

63. Staging of construction vehicles and vehicle entry and egress to the site must be approved by the Public Works Department. Temporary construction driveways must be approved by the Public Works Department. Temporary construction driveways must be removed before the City issues a certificate of occupancy.

64. Construction vehicles cannot use any route except the City's designated Truck Routes.

65. The applicant must develop and implement a construction management plan, as approved by the Public Works Department, which includes the following measures recommended by the SCAQMD:

- Configure construction parking to minimize traffic interference.
- Provide temporary traffic controls during all phases of construction activities to maintain traffic flow (e.g., flag person).
- Re-route construction trucks away from congested streets.
- Maintain equipment and vehicles engines in good condition and in proper tune as per manufacturer's specifications and per SCAQMD rules, to minimize dust emissions.
- Suspend use of all construction equipment during second stage smog alerts. Contact SCAQMD at (800) 242-4022 for daily forecasts.
- Use electricity from temporary power poles rather than temporary diesel or gasoline-powered generators.
- Diesel-powered equipment such as booster pumps or generators should be replaced by electric equipment, if feasible.
• Catalytic converters must be installed, if feasible.
• Equipment must be equipped with two-to-four-degree engine time retard or pre-combustion chamber engines.
• Use methanol or natural gas powered mobile equipment and pile drivers instead of diesel if readily available at competitive prices.
• Use propane or butane powered on-site mobile equipment instead of gasoline if readily available at competitive prices.

66. During construction and operations, all waste must be disposed in accordance with all applicable laws and regulations. Toxic wastes must be discarded at a licensed, regulated disposal site by a licensed waste hauler.

67. All leaks, drips and spills occurring during construction must be cleaned up promptly and in compliance with all applicable laws and regulations to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.

68. If materials spills occur, they must be cleaned up in a way that will not affect the storm drain system.

69. The project must comply with ESMC Chapter 5-4, which establishes storm water and urban pollution controls.

70. Before anticipated rainfall, construction dumpsters must be covered with tarps or plastic sheeting.

71. Inspections of the project site before and after storm events must be conducted to determine whether Best Management Practices have been implemented to reduce pollutant loadings identified in the Storm Water Prevention Plan.

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

73. Storm drain system must be safeguarded at all times during construction.

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

75. Electrical power must be used to run air compressors and similar power tools.

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

77. During construction, the contractor must store and maintain equipment as far as possible from adjacent residential property locations northwest of the site.
78. As stated in ESMC Chapter 7-2, construction related noise is restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Saturday, and prohibited at anytime on Sunday or a Federal holiday.

**Impact Fee Conditions**

79. Pursuant to ESMC §§ 15-27A-1, *et seq.*, and before building permits are issued, the applicant must pay a one-time library services mitigation fee in accordance with Section 5.4 of the Development Agreement and Resolution No. 4687. The fee amount must be based upon the adopted fee at the time the building permit is issued.

80. Pursuant to ESMC §§ 15-27A-1, *et seq.*, and before building permits are issued, the applicant must pay a one-time fire services mitigation fee in accordance with Section 5.4 of the Development Agreement and Resolution No 4687. The fee amount must be based upon the adopted fee at the time the building permit is issued.

81. Pursuant to ESMC §§ 15-27A-1, *et seq.*, and before building permits are issued, the applicant must pay a one-time police services mitigation fee in accordance with Section 5.4 of the Development Agreement and Resolution No. 4687. The fee amount must be based upon the adopted fee at the time the building permit is issued.

82. Pursuant to ESMC §§ 15-27A-1, *et seq.*, and before building permits are issued, the applicant must pay a one-time park services mitigation fee in accordance with Section 5.4 of the Development Agreement and Resolution No. 4687. The fee amount must be based upon the adopted fee at the time the building permit is issued.

83. Before building permits are issued, the applicant must pay the required sewer connection fees (as specified in ESMC Title 12-3).

84. Pursuant to ESMC §§ 15-27A-1, *et seq.*, and before the City issues a certificate of occupancy, the applicant must pay a one time traffic mitigation fee in accordance with Section 5.4 of the Development Agreement and Resolution No. 4443.

85. Before building permits are issued, the applicant must pay the required School Fees. This condition does not limit the applicant's ability to appeal or protest the payment of these fees to the school districts(s).

**Miscellaneous**

86. The tentative map will expire pursuant to Government Code § 66452.6 and ESMC § 14-1-12.
D.R. Horton Homes CA2, Inc. The El Segundo Unified School District, agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of Environmental Assessment No. 1154, Specific Plan Amendment No 16-01 for Specific Plan No. 10-03, Development Agreement Amendment No. 16-01 for Development Agreement No. 10-02, and Subdivision Amendment No. 16-01 for Vesting Tentative Tract Map no 71582. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Environmental Assessment No. 1154, D.R. Horton Homes CA2, Inc. the El Segundo Unified School District, agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of El Segundo's elected officials, appointed officials, officers, and employees.

[Condition amended by the City Council on April 16, 2019.]

By signing this document, ____________________________ on behalf of D.R. Horton Homes CA2, Inc., certifies that he/she has read, understood, and agrees to the Project Conditions listed in this document.

_______________________________
Name, Title
D.R. Horton Homes CA2, Inc.
PROPOSED ORDINANCE NO. _____
ORDINANCE NO. ____

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE 540 EAST IMPERIAL AVENUE SPECIFIC PLAN AND A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT NO. 16-01, TO AMEND THE AFFORDABLE HOUSING REQUIREMENT TO PROVIDE FOR EIGHT AFFORDABLE UNITS FOR QUALIFIED MODERATE INCOME HOUSEHOLDS WITHIN THE RESIDENTIAL DEVELOPMENT.

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

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

A. On March 20, 2012, the City Council approved the “540 East Imperial Avenue Specific Plan” (Specific Plan 10-03) and other entitlements, to allow for the construction of one of two possible conceptual options on a 5.65-acre surplus school site then-owned by the El Segundo Unified School District. Option 1 consisted of a three-story, 150 unit assisted living complex and a 154-unit senior apartment/condominium complex. Option 2 consisted of 34 multi-family dwelling units taking access from Imperial Avenue (six of which would be designated for low, very low and extremely low affordable units), and 24 single-family dwelling units taking access from Walnut Avenue, for a total of 58 units;

B. On September 28, 2016, the El Segundo City Council adopted Resolution No. 4999, approving Environmental Assessment No. EA 1154, an amended to the 540 East Imperial Avenue Specific Plan, and the First Amendment to Development Agreement No. 16-01 for the development of Option 2 described above;

C. Pursuant to the conditions of approval contained in Resolution No. 4999, which were agreed to by D.R. Horton CA2, Inc. (the "Applicant"), the approved residential development must set aside six multi-family units as affordable units, for sale to qualified lower income households. Specifically, two units must be affordable to extremely low income households, two units affordable to very low income households, and two units affordable to low income households. The City Council also conditioned the project on members of the military being given priority for the affordable housing units;

D. On August 6, 2018, the Applicant filed an application to amend the affordable housing requirement for the residential development;
E. On September 5, 2018, the application was deemed incomplete pending the submittal of additional information, including details about what amendments are being requested;

F. On January 10, 2019, a notice was provided to 119 property owners within a 300-foot radius of the 540 East Imperial Avenue project site, and a notice was also published in the *El Segundo Herald* on January 10, 2019, indicating that a public hearing was scheduled with the Planning Commission on January 24, 2019;

G. On January 22, 2019, the applicant submitted a request to continue the item to a future date;

H. On January 24, 2019, the Planning Commission continued the hearing and directed that notice be provided for the Planning Commission hearing;

I. On February 11, 2019, the Applicant submitted a letter to amend the affordable housing requirement for the residential development, requesting that the affordability be changed to provide eight units at the moderate income level;

J. On February 14, 2019, a notice was provided to 119 property owners within a 300-foot radius of the 540 East Imperial Avenue project site, and a notice was also published in the *El Segundo Herald* on February 14, 2019, indicating that a public hearing was scheduled with the Planning Commission on February 28, 2019;

K. The Planning Commission conducted a public hearing on February 28, 2019, at which time all interested parties were given an opportunity to be heard and present evidence regarding said amendments as set forth in the Planning Commission Staff Report of that date and to receive public testimony and other evidence regarding the proposed amendments, including, without limitation, information provided to the Planning Commission by City staff and public testimony;

L. On February 28, 2019, the Planning Commission reviewed and considered the proposed amendments, and adopted PC Resolution No. 2858 recommending the City Council approve this ordinance amending Environmental Assessment No. EA-1054, 540 East Imperial Avenue Specific Plan and Development Agreement No. 16-01;

M. On April 4, 2019, a notice was provided to 119 property owners within a 300-foot radius of the 540 East Imperial Avenue project site, and a notice was also published in the *El Segundo Herald* on April 4, 2019, indicating that a public hearing was scheduled with the City Council on April 16, 2019;
N. On April 16, 2019, the City Council conducted a public hearing to receive public testimony and other evidence regarding the applications including, without limitation, information provided to the City Council by City staff and public testimony, and the applicant; and,

O. This Ordinance and its findings are made based upon the testimony and evidence presented to the City Council at its April 16, 2019 hearing including, without limitation, the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Environmental Assessment. An Addendum to the Environmental Impact Report (EIR) for the development project was certified by the City Council on September 28, 2016. The requested amendment to the affordable housing requirement does not introduce new significant environmental effects or substantially increase the severity of the environmental impacts that previously were identified and analyzed in the certified EIR Addendum. Further, the project does not include changed circumstances or new information, which were not known at the time the EIR was certified, that would require the preparation of a subsequent environmental analysis pursuant to CEQA Guidelines.

SECTION 3: General Plan and Specific Plan Findings. After considering the above facts, the City Council finds as follows:

A. Following a Specific Plan Amendment, the General Plan Land Use Designation of the project site will remain unchanged; 540 East Imperial Avenue Specific Plan (EIASP). This designation is intended for multi-family housing units consisting of market rate and affordable apartments or condominiums.

B. The General Plan contains a number of relevant Goals, Objectives, and Policies in the Land Use Element. Implementation of the proposed project is consistent with Land Use Element Policy LU3-2.1 to “promote high quality Multi-Family Residential developments with ample open space, leisure and recreational facilities.” If approved, the development will be built and maintained in accordance with these requirements and regulations and the requirements and regulations of the 540 East Imperial Avenue Specific Plan.

C. The proposed project is consistent with Housing Element Goal 2 to “Provide sufficient new, affordable housing opportunities in the City to meet the needs of groups with special requirements, including the needs of lower and moderate income households,” in that the project will provide eight units (14% of the development) set aside of much-needed housing for moderate income households. The City
acknowledges, however, that due to the approval of the amendment, additional sites will need to be identified to accommodate the City's Regional Housing Needs Assessment (RHNA) by income level, as discussed in Section 6 below.

SECTION 4: Amendment to Development Agreement Findings. Pursuant to City Council Resolution No. 3268 and Government Code §§ 65857.5 and 65858, the City Council finds that:

A. The proposed amendment to the Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the General Plan as described above and the 540 East Imperial Avenue Specific Plan (540EIASP), as amended by this ordinance.

B. The proposed amendment to the Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.

C. The proposed amendment to the Development Agreement conforms with public convenience, general welfare and good land use practice. The Development Agreement, as amended, provides the following public benefits:

1. Increasing housing, in particular much-needed market rate and affordable housing for area residents.

2. Developing a property that includes affordable housing for the community with a 14% set aside for moderate income qualified households.

D. The proposed amendment to the Development Agreement will not be detrimental to the health, safety and general welfare. The Development Agreement includes reimbursement to the City for its set up and oversight of the affordable housing component.

E. The proposed amendment to the Development Agreement will not adversely affect the orderly development of property or the preservation of property values. This project is surrounded by previously-developed neighborhoods and will help improve the value of neighboring properties. The proposed Development Agreement, as amended, will ensure that the project will be developed in an orderly fashion.
SECTION 5: Specific Plan. The City Council makes the following findings:

A. Specific Plans create “mini-zoning” regulations for land uses within particular areas of the City. All future development plans and entitlements within the Specific Plan boundaries must be consistent with the standards set forth in the adopted Specific Plan, even when they may be different from the general regulations within the ESMC.

B. The proposed specific plan amendment is in the public interest, and there will be a community benefit resulting from the specific plan. The Specific Plan will continue to require that six affordable housing units be provided at the development, but affordable to qualified moderate income households.

SECTION 6: “No Net Loss” Finding. The project site was identified as a pending project in the City’s certified Housing Element, which would have provided enough affordable housing units to address the City’s RHNA allocation of 29 affordable units in the lower income categories. By adopting this resolution, the City is allowing development of the property with fewer units by income category than identified in the Housing Element. Based on a review of the Housing Element, the City does not find that the remaining sites in the Housing Element are adequate to accommodate the City’s share of the regional housing need by income level. Accordingly, pursuant to Government Code § 65863(c)(2), the City will, within 180 days, identify and make available additional adequate sites to accommodate the City’s share of the regional housing need by income level.

SECTION 7: Approvals and Authorization. The City Council hereby approves and adopts the amendment to 540 East Imperial Avenue Specific Plan, as set forth in the attached Exhibit “A-1”; and the Second Amendment to Development Agreement No. 16-01, attached to this ordinance as Exhibit “A-2”. Upon the effective date of this Ordinance, the Mayor is authorized to execute the amendment on behalf of the City. The City Manager is hereby authorized and directed to perform all acts and execute all documents needed to effectuate this Ordinance, including but not limited to, execution of an amendment to the Affordable Housing Agreement between the City and the applicant.

SECTION 8: Technical Corrections. The City Manager, or designee, is authorized to make technical corrections, in a form approved by the City Attorney, to maps, diagrams, tables, and other, similar, documents (collectively, “Maps”) that may be required to reconcile the changes made by this Ordinance with amendments made to the Zoning Map by other City Council action in unrelated land use applications.

SECTION 9: Reliance on Record. Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and
determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 10: Limitations. The City Council’s analysis and evaluation of the Project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council’s knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City’s ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 11: Summaries of Information. All summaries of information in the findings which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding, is not based in part on that fact.

SECTION 12: Effectiveness of ESMC. Repeal or amendment of any provision of the ESMC will not affect any penalty, forfeiture, or liability incurred before or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 13: Recordation. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 14: Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 15: Effective Date. This Ordinance will go into effect and be in full force and effect on the thirty-first (31st) day after its passage and adoption.
PASSED AND ADOPTED this ___ day of ____________, 2019.

________________________________________
Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ___ was duly introduced by said City Council at a regular meeting held on the ___ day of ____________, 2019, 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 ____________, 2019, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

________________________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

________________________________________
Mark D. Hensley, City Attorney
ORDINANCE NO. ____

Exhibit A-1

AMENDMENT TO 540 EAST IMPERIAL AVENUE SPECIFIC PLAN

Section 4.2 (Development Standards) and the paragraph titled “Affordability” on Page 17 of the 540 East Imperial Avenue Specific Plan is modified as follows. The proposed revisions to these conditions of approval are illustrated with strike-through for existing language that is proposed for elimination and underlined for proposed new language. Except as otherwise modified below, the Plan remains unchanged and in effect:

AFFORDABILITY

The City of El Segundo 2013 Housing Element identified a need for affordable housing to provide for low- and moderate income first-time homebuyers, senior citizens on fixed incomes, extremely low-, very low-, low-, and moderate-income residents, the disabled, military personnel, and the homeless segments of the population. As envisioned in the element and based on that need, for Option 1, fifteen (15) percent of the total units will be set aside as affordable units; for Option 2, either (A) ten (10) percent of the total units will be set aside as affordable units for extremely low, very low, and low-income residents ("Option 2-A"), or (B) fourteen (14) percent of the total units will be set aside as affordable units for moderate income residents ("Option 2-B"). Based on the Regional Housing Needs Assessment (RHNA), El Segundo is required to provide 69 additional housing units during the current housing cycle (2013-2021). The allocation of the 69 units is broken down into five categories as follows: 9 extremely low income households, 9 very low income households, 11 low income households, 12 moderate income households, and 28 above moderate income households.

The units in this project will be used to meet a portion of the need in the extremely low, very low, and low- and moderate income household categories, depending upon the affordable housing program Option chosen by the Developer which represent a proportional total of 31 percent, 31 percent, and 38 percent, and 17 percent, respectively, of the total RHNA allocation for the household lower income categories specified above (41 29 units). These same percentages were applied to the unit totals for this project under Option 1 and Option 2-A. Thus, if 304 units are built under Option 1, a total of 46 units would be required as follows: 14 units (31% of the total 15%) for the extremely low income senior household category; 14 units (31% of the total 15%) for the very low income senior household category; and 18 units (38% of the total 15%) for the low income senior household category to be split equally between the assisted living and townhome/apartment units. If all 58 units are built under Option 2-A, a total of 6 units comprised of 2 units in each income category would be required (extremely low – 31% of the total 10%; very low – 31% of the total 10%; and low – 38% of the total 10%). Alternatively, under Option 2-B, the Developer must set aside 14% of the 58 total units constructed for
moderate income households (i.e., 8 units). The Developer must still provide a 15% set aside for the total number of units constructed for Option 1, and a 10% set aside for the total number of units constructed for Option 2-A, and a 14% set aside for the total number of units constructed for Option 2-B, should fewer units than the maximum allowed be constructed. The units must be distributed in the same percentage ratios as specified above in the low, very low, and extremely low income categories. Percentages for the total number of units and for each income category must be calculated by rounding to the nearest whole number not to exceed the maximum required percentage. Any affordable housing units that are required based on the single-family component of Option 2-A or Option 2-B may be satisfied by developing the requisite number of units in other components of the project.

The developer must submit an income and verification monitoring plan to the Director of Planning and Building Safety or designee before building permits are issued.
ORDINANCE NO. ____

Exhibit A-2

Second Amendment to the Development Agreement
SECOND AMENDMENT OF
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO
AND D.R. HORTON CA2, INC.

(540 E. IMPERIAL AVENUE SITE)

This Second Amendment of Development Agreement ("Second Amendment") is entered into this ___ day of May, 2019, by and between the CITY OF EL SEGUNDO ("City"), a municipal corporation and the D.R. HORTON CA2, INC. ("Developer").

RECITALS

A. City and the El Segundo Unified School District entered into that certain Development Agreement dated May 4, 2012 (City Agreement No. 4271, hereafter "Development Agreement"), which was recorded on May 30, 2012, in the Official Records of Los Angeles County as Document No. 20120798461.

B. On or about September 28, 2016, the City Council approved a First Amendment to the Development Agreement, which was recorded on January 23, 2017, in the Official Records of Los Angeles County as Document No. 20170088928.

C. On or about September 30, 2016, the El Segundo Unified School District sold the 540 E. Imperial Avenue site to Developer. The District assigned all of its interests in the property, including its obligations under the Development Agreement and First Amendment, to Developer. The assignment took effect upon the close of escrow, September 30, 2016.

D. City and Developer entered into that certain Affordable Housing Agreement dated October 16, 2018, which was recorded on October 16, 2018, in the Official Records of Los Angeles County as Document No. 20181051979.

E. Concurrent with consideration of this Second Amendment, City is processing an Amendment to the 540 East Imperial Avenue Specific Plan ("Specific Plan Amendment") to
modify the affordable housing requirements for the project site and Resolution No. ____ modifying the Conditions of Approval to Resolution No. 4999. City and Developer desire to enter into this Second Amendment to ensure that the affordable housing units are economically feasible for qualified households.

AGREEMENT

1. Amendment of Development Agreement. The following sections and exhibits of the Development Agreement are hereby amended as follows:

A. The definition of “Applicable Rules” set forth in Section 1 is hereby amended to also include the Specific Plan Amendment and Resolution No. ____.

B. The definition of “Project Approvals” set forth in Section 1 is hereby amended to also include the Specific Plan Amendment, Resolution No. ____ and this Second Amendment to the Development Agreement.

C. All references in subsections 2.3 and 4.6.3 to the “540 East Imperial Avenue Specific Plan” are hereby amended to include the Specific Plan Amendment.

D. All references in subsection 4.6.4 to the “Specific Plan” are hereby amended to include the Specific Plan Amendment.

E. Section 5.3 is amended to read as follows:

“5.3 Affordable Housing. Developer must provide for a 14% set aside for moderate income qualified households as represented in Exhibit D. The Affordable Housing Agreement entered into by and between the City and the Developer, must be amended to reflect the same and must be recorded with the Los Angeles County Register-Recorder’s office.”

F. Subsection 5.3.1 is amended to read as follows:

“5.3.1 Preferences for U.S. Military. Developer agrees that, all other considerations being equal and as permitted by law, it will give preference to prospective purchasers of the affordable housing units who are active members or veterans of the U.S. military at the time of the purchase.”

G. Subsections 5.3.2 and 5.3.3 are hereby deleted in their entirety.

H. Paragraph 4 of Subsection 5.9 is amended to read as follows:

“4. Developer will contribute Four Hundred Thousand Dollars ($400,000) to reimburse the City for its estimated costs of administering and enforcing the affordable housing component of the Project, with Two Hundred Thousand Dollars ($200,000) to be contributed to the City before the first Certificate of Occupancy is issued for the first affordable unit and Two Hundred Thousand Dollars ($200,000) to be contributed to the City before the eighth Certificate of
Occupancy is issued for the final affordable unit. Notwithstanding the foregoing, the total amount of $400,000 must be contributed to the City no later than five years from the date of the First Amendment.”

I. Exhibit “D-1” of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit “D-2” attached hereto and incorporated herein.

2. **Good Faith Compliance.** This Second Amendment shall constitute the City’s Periodic Review pursuant to Section 8.1 of the Development Agreement and City’s determination that Developer is in substantial compliance with the terms and provisions of the Development Agreement.

3. **Effect of Amendment.** Except as expressly provided in this Second Amendment, the Development Agreement shall not be amended or otherwise modified. In the event there is a conflict between the terms of the Development Agreement, as amended, and the terms of this Second Amendment, the terms provided in this Second Amendment shall control. On and after the date hereof, each reference in the Development Agreement to “this Agreement,” “hereunder,” “hereof,” “hereto,” “herein,” or words of like import referring to the Development Agreement shall mean and be a reference to the Development Agreement as amended by the First and Second Amendments.

4. **Recordation.** This Second Amendment shall be recorded with the County Recorder of the County of Los Angeles by the City Clerk of City.

5. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which, taken together, shall constitute one fully executed original.

**IN WITNESS WHEREOF,** Developer and City of El Segundo have executed this Second Amendment on the date first above written.

**CITY:**

**CITY OF EL SEGUNDO,** a municipal corporation

By: ______________________________

Drew Boyles, Mayor

**ATTEST:**

______________________________

Tracy Weaver, City Clerk

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

DEVELOPER:
D.R. HORTON CA2, INC.

By: _______________________

Its: ______________________
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the
document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  )
County of ________________  )

On ________________, before me, ____________________________, a Notary Public,
personally appeared ____________________________, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  ________________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the
document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  )
County of ________________  )

On ________________, before me, ____________________________, a Notary Public,
personally appeared ____________________________, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  ________________________________
EXHIBIT “D-2”

540 EAST IMPERIAL AVENUE SPECIFIC PLAN
HOUSING SET ASIDE –14% Option (Option 2-B)

<table>
<thead>
<tr>
<th>Mixed Residential</th>
<th>Units Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moderate income</td>
<td>8 Units</td>
</tr>
<tr>
<td>Total 14% Set Aside</td>
<td></td>
</tr>
</tbody>
</table>
PLANNING COMMISSION RESOLUTION NO. 2858
P.C RESOLUTION NO. 2858

A RESOLUTION OF THE EL SEGUNDO PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO EA-1154, THE 540 EAST IMPERIAL SPECIFIC PLAN, AND A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT, THEREBY AMENDING THE AFFORDABLE HOUSING REQUIREMENT TO PROVIDE FOR EIGHT AFFORDABLE UNITS FOR QUALIFIED MODERATE INCOME HOUSEHOLDS WITHIN THE RESIDENTIAL DEVELOPMENT.

(EA No. 1154, 540 East Imperial Avenue Specific Plan and Development Agreement No. 16-01)

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

SECTION 1: The Planning Commission finds and declares that:

A. On September 28, 2016, the El Segundo City Council adopted Resolution No. 4999, approving Environmental Assessment No. EA 1154, the 540 East Imperial Avenue Specific Plan, and Development Agreement No. 16-01 for the development of 34-multi-family dwelling units and 24 single-family dwelling units at 540 East Imperial Avenue;

B. Pursuant to the conditions of approval contained in Resolution No. 4999, which were agreed to by D.R. Horton CA2, Inc. (either the “Applicant” or “Developer”), the approved residential development must set aside six multi-family units as affordable units, for sale to qualified lower income households. Specifically, two units must be affordable to extremely low income households, two units affordable to very low income households, and two units affordable to low income households. The City Council also conditioned the project on members of the military being given priority for the affordable housing units;

C. On August 6, 2018, the Applicant filed an application to amend the affordable housing requirement for the residential development;

D. On September 5, 2018, the application was deemed incomplete pending the submittal of additional information, including details about what amendments are being requested;

E. On September 17, 2018, the Applicant submitted a letter to augment the application, requesting the City to eliminate the requirement that the Applicant provide six affordable condominium units, and instead allow the Applicant to pay the City an “in lieu” fee of $3,341,400. The Applicant also identified various possible uses of the in-lieu fee;
F. On December 13, 2018, the Applicant submitted additional information to clarify how the City can spend the funds should the City approve the in lieu fee payment;

G. On January 10, 2019, a notice was provided to 119 property owners within a 300-foot radius of the 540 East Imperial Avenue project site, and a notice was also published in the *El Segundo Herald* on January 10, 2019, indicating that a public hearing was scheduled with the Planning Commission on January 24, 2019;

H. On January 22, 2019, the applicant submitted a request to continue the item to a future date;

I. On January 24, 2019, the Planning Commission continued the hearing and directed that notice be provided for the Planning Commission hearing;

J. On February 11, 2019, the Applicant submitted a letter to amend the affordable housing requirement for the residential development, requesting that the affordability be changed to provide eight units at the moderate income level;

K. On January 14, 2019, a notice was provided to 119 property owners within a 300-foot radius of the 540 East Imperial Avenue project site, and a notice was also published in the *El Segundo Herald* on February 14, 2019, indicating that a public hearing was scheduled with the Planning Commission on February 28, 2019;

L. The Planning Commission conducted a public hearing on February 28, 2019, at which time all interested parties were given an opportunity to be heard and present evidence regarding said amendments as set forth in the Planning Commission Staff Report of that date and to receive public testimony and other evidence regarding the proposed amendments, including, without limitation, information provided to the Planning Commission by City staff and public testimony;

M. On February 28, 2019, the Planning Commission reviewed and considered the proposed amendments, and adopted PC Resolution No. 2858 recommending the City Council approve this ordinance amending Environmental Assessment No. EA-1054, 540 East Imperial Avenue Specific Plan and Development Agreement No. 16-01;

N. This Resolution and its findings are made based upon the evidence presented to the Commission at its February 28, hearing including, without limitation, the staff reports submitted by the Planning and Building Safety Department.

**SECTION 2: Factual Findings and Conclusions.** The Planning Commission finds the following:

A. Based upon the income limits for each income category, the financial viability of households in the extremely low, very low and low-income categories is not sustainable, and they would be challenged with paying essential and basic housing
costs, including mortgage, HOA fees, property taxes, and housing maintenance costs. Thus, households in these income categories would be placed in a position that make them vulnerable to defaulting on their loans.

B. Households in the moderate income category are more appropriate in a “for-sale” development, such as the development at the 540 East Imperial Avenue site. Based on the recommendation of the City’s affordable housing consultant, the affordable housing requirement can be amended to require eight units be affordable to qualified moderate income households.

C. The amendment is in the City’s best interest as it provides for two additional affordable housing units than what was originally required; the amendment makes progress towards meeting the city’s regional share of housing in the moderate income category; the amendment expands opportunity of homeownership to a larger group of prospective homebuyers; the amendment is consistent with the City’s Housing Element; and, the amendment is consistent with the project approvals that requires affordable housing on-site, within the boundaries of the new development.

SECTION 3: Environmental Assessment. An Addendum to the Environmental Impact Report (EIR) for the development project was certified by the City Council on September 28, 2016. The requested amendment to the affordable housing requirement does not introduce new significant environmental effects or substantially increase the severity of the environmental impacts that previously were identified and analyzed in the certified EIR Addendum. Further, the project does not include changed circumstances or new information, which were not known at the time the EIR was certified, that would require the preparation of a subsequent environmental analysis pursuant to CEQA Guidelines;

SECTION 4: General Plan Findings. Amending the affordable housing requirement to require that eight condominium units be affordable to moderate income households is consistent with Housing Element Goal 2 to “Provide sufficient new, affordable housing opportunities in the City to meet the needs of groups with special requirements, including the needs of lower and moderate income households.” The amendment is also consistent with Housing Element Policy 3.1 to “Provide for the construction of 69 new housing units during the 2014-2021 planning period in order to meet the goals of the Regional Housing Needs Assessment (RHNA).”

SECTION 5: Recommendations. The Planning Commission recommends that the City Council adopt an ordinance substantially in the form attached as Exhibit “A,” amending the affordable housing requirement to provide for eight affordable units for qualified moderate income households instead of two units affordable to extremely low income households, two units affordable to very low income households, and two units affordable to low income households for the residential development at 540 East Imperial Avenue. In addition, the Planning Commission recommends that Condition of Approval no. 15 contained in Resolution No. 4999 be amended as indicated in Exhibit “B,” attached hereto and made part of this resolution by this reference.
SECTION 6: Reliance On Record. Each and every one 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 are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: Limitations. The Planning Commission's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the Planning Commission's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the city's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 8: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 9: The Commission secretary is directed to mail a copy of this Resolution to any person requesting a copy.

SECTION 10: 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 28th day of February, 2019.

Ryan Baldino, Chairperson
City of El Segundo Planning Commission

ATTEST:

Sam Lee, Secretary

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baldino</td>
<td>Aye</td>
</tr>
<tr>
<td>Newman</td>
<td>Aye</td>
</tr>
<tr>
<td>Hoeschler</td>
<td>Absent</td>
</tr>
<tr>
<td>Keldorf</td>
<td>Aye</td>
</tr>
<tr>
<td>Wingate</td>
<td>Aye</td>
</tr>
</tbody>
</table>

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

By:

David King, Assistant City Attorney
PC Resolution No. 2858, Exhibit A

(ORDINANCE)
Condition No. 15, approved as part of City Council Resolution No. 4999, is modified as indicated below. The proposed revisions to these conditions of approval are illustrated with strikethrough for existing language that is proposed for elimination and underlined for proposed new language. Except as otherwise modified below, the conditions of approval attached to Resolution No. 4999 remain unchanged and in effect.

15. The applicant agrees to set aside eight 10% of the total number of units constructed for Option 2-B. The units must be distributed as follows: 31% of the total 10% for the extremely low income senior household category; 31% of the 10% for the very low income senior household category; and 38% of the 10% for the low income senior household category to be split equally between the multi-family condominium/apartment units. Any affordable housing units that are required based on the single-family component of Option 2 may be satisfied by developing the requisite number of units in other components of the project. Percentages for the total number of units and for each income category must be calculated by rounding to the nearest whole number not to exceed the maximum required percentage. The Developer and the City must enter into an Affordable Housing Agreement, which will include an income verification monitoring plan, before issuance of Certificate of Occupancy. The project will fulfill the affordability requirements set forth in the Specific Plan by providing a total of eight affordable units to qualified moderate income households as defined by the State Income Limits established by the California Department of Housing and Community Development, which represents 46 14% of the total 58 units. The units will be provided in the multi-family section of the project and will be dispersed throughout the multi-family section so that no more than four units will be located in any one building evenly distributed throughout the entire project by providing one unit in each multi-family building. The "affordable" units must be similar in exterior appearance, interior appointments, and configuration and basic amenities (such as storage space and outdoor living areas) to the "market rate" units in the proposed project. Further, covenants and agreements must be recorded as to the affordable units, which would ensure the units remain affordable for a term of 20-years, concurrently with the recordation of the final map or the issuance of the first certificate of occupancy of the building.
PLANNING COMMISSION STAFF REPORTS,
DATED JANUARY 24 AND FEBRUARY 28, 2019
(WITHOUT ATTACHMENTS)
AGENDA DESCRIPTION:
Considering and possible action regarding approval of an amendment to Environmental Assessment No. EA-1154, Specific Plan No. SP 16-01 and a Second Amendment to Development Agreement No. DA 16-01, amending the requirement that the developer provide six affordable units within the residential development by either (i) allowing the developer to pay the City an in-lieu fee and not provide any affordable units or (ii) adjusting the affordable housing requirement to allow the six units to be purchased by qualified moderate income households.

An Addendum to the Environmental Impact Report (EIR) for the development project was certified by the City Council on September 28, 2016. The requested revision to the affordable housing requirement does not introduce new significant environmental effects or substantially increase the severity of the environmental impacts that previously were identified and analyzed in the certified EIR Addendum. Additionally, the project does not include changed circumstances or new information, which were not known at the time the EIR was certified, that would require the preparation of a subsequent environmental analysis pursuant to CEQA Guidelines.

(Applicant: DR Horton CA2, Inc.).

RECOMMENDED PLANNING COMMISSION ACTION: It is recommended that the Planning Commission adopt Resolution No. 2858, recommending the City Council adopt an ordinance amending the affordable housing requirement to allow the six affordable units to be purchased by qualified moderate income households.

ATTACHED SUPPORTING DOCUMENTS:
1. Planning Commission Resolution No. 2858
   a. Draft Ordinance
2. Amendment Request, dated September 27, 2018 and additional information dated December 13, 2018
3. Letter from Michael Baker International, dated November 8, 2018

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

I. INTRODUCTION/EXECUTIVE SUMMARY

On September 28, 2016, the City Council approved a residential development at the former school site at 540 Imperial Avenue, consisting of 24 single-family dwelling units and 34 multi-family dwelling units (condominiums). As part of the project’s conditions of approval, the developer (DR Horton) agreed to set aside six multi-family units as affordable units, for sale to qualified affordable households. Specifically, two units must be affordable to extremely low income households, two affordable to very low income households, and two affordable to low income
households. The City Council also directed the applicant and staff to ensure that members of the military be given priority for the affordable housing units.

The developer is now seeking to amend this requirement, requesting that the City eliminate the requirement that the developer provide six affordable units within the residential development. Instead, the developer proposes to pay the City an “in lieu” fee and not provide any affordable housing units. Specifically, the developer proposes to pay the City $3,341,400 to remove the requirement that the developer provide six affordable condominium units, thereby allowing the developer to sell the six units at market rate and no longer being responsible for providing affordable housing. Since the requirement to provide six affordable units is contained in the project’s conditions of approval, specific plan, and Development Agreement, the City Council has the ultimate authority to approve changes to the approvals. However, according to the conditions of approval, the Planning Commission is tasked with reviewing modifications, and then forwarding a recommendation to the City Council for consideration.

II. ANALYSIS

The applicant has expressed four fundamental reasons for requesting the amendment to the conditions, specific plan and DA. The applicant’s reasons are stated below (in bold), followed by staff’s assessment. It is important to note that any in-lieu fee paid to the City should not be used for general services and should be limited to affordable housing, either directly providing housing or programs that assist qualified lower income households.

1. Households with Extremely Low, Very Low and Low Incomes likely cannot afford the basic home costs and will likely default.

The developer retained DRA, an affordable housing expert, to assess the financial viability of having extremely low, very low and low-income households purchase the affordable units. Utilizing the Los Angeles County median income, the State’s Department of Housing and Community Development (HCD) establishes the income ranges for what constitutes an extremely low, very low and low-income household. Table No. 1 below are the income ranges, which also fluctuate based on the number of persons in the household. For example, a 4-person household in Los Angeles County with a combined annual income of less than $29,050 is considered an Extremely Low income household; or considered a Very Low income household if the annual income is greater than $29,050 but less than $48,450; and so on.

<table>
<thead>
<tr>
<th>County</th>
<th>Income Category</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles County 4-person Area Median Income: $69,300</td>
<td>Extremely Low</td>
<td>20350</td>
<td>23250</td>
<td>26150</td>
<td>29050</td>
<td>31400</td>
<td>33740</td>
<td>38060</td>
<td>42380</td>
</tr>
<tr>
<td></td>
<td>Very Low (50%)</td>
<td>33950</td>
<td>38800</td>
<td>43650</td>
<td>48450</td>
<td>52350</td>
<td>56250</td>
<td>60100</td>
<td>64000</td>
</tr>
<tr>
<td></td>
<td>Low (80%)</td>
<td>54250</td>
<td>62000</td>
<td>69750</td>
<td>77500</td>
<td>83700</td>
<td>89900</td>
<td>96100</td>
<td>102300</td>
</tr>
<tr>
<td></td>
<td>Median</td>
<td>48500</td>
<td>55450</td>
<td>62350</td>
<td>69300</td>
<td>74850</td>
<td>80400</td>
<td>85950</td>
<td>91500</td>
</tr>
</tbody>
</table>
Since the price of the unit is based upon the amount for which the household can qualify, DRA conducted a cost analysis for each income category, which took into account other housing expenses in addition to mortgage loan payments, such as HOA fees, property taxes, essential housing maintenance costs, etc. Although DRA determined that the two units identified for extremely low income households would have to be sold for nothing, an extremely low income household cannot afford to pay basic housing maintenance costs, including HOA fees, property taxes or other property expenses. Further, although very low and low-income households could afford to pay a nominal mortgage, households in these income categories would be challenged in paying essential housing maintenance costs (in addition to mortgage loan payments) and would likely default on their loans. For these reasons, affordable housing programs in other cities that are geared towards lower income households are rentals, not for-sale units.

Staff provided the DRA analysis to the City’s affordable housing consultant, Michael Baker International (MBI), who agrees with DRA’s analysis. MBI and City staff agree that the financial viability of households in these income categories is not sustainable, since the households would not have the financial resources to pay for basic housing costs in addition to any mortgage.

It is important to note that affordable housing is not limited only to the low income categories identified above, but also includes households in the “moderate income” category. According to the Department of Housing and Urban Development (HUD) methodology, moderate income in L.A. County is between $77,500 and $116,300 for a 4-person household.

Table No. 2: 2018 HUD Income Limits

<table>
<thead>
<tr>
<th>County</th>
<th>Income Category</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
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</thead>
<tbody>
<tr>
<td>Los Angeles County</td>
<td>Low (80%)</td>
<td>54250</td>
<td>62000</td>
<td>69750</td>
<td>77500</td>
<td>83700</td>
<td>89900</td>
<td>96100</td>
<td>102300</td>
</tr>
<tr>
<td>4-person Area Median</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income: $69,300</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Median</td>
<td></td>
<td>48500</td>
<td>55450</td>
<td>62350</td>
<td>69300</td>
<td>74850</td>
<td>80400</td>
<td>85950</td>
<td>91500</td>
</tr>
<tr>
<td>Moderate</td>
<td></td>
<td>81400</td>
<td>93000</td>
<td>104650</td>
<td>116300</td>
<td>125600</td>
<td>134900</td>
<td>144200</td>
<td>153500</td>
</tr>
</tbody>
</table>

Although staff agrees that the financial viability of households in the extremely low, very low and low-income categories is likely not sustainable, staff believes this provides an affordable housing opportunity for moderate income households. MBI found that the DRA report did not provide evidence regarding the financial viability of all six units for moderate income households. As such, MBI prepared an analysis illustrating the financial viability of a moderate income household, and determined that a moderate income household could qualify for a substantially higher mortgage and continue to have the means to pay for other basic housing costs. Thus, MBI recommends that the City revise the affordable housing requirement such that DR Horton provides six affordable units at the moderate income level.

Staff agrees with the developer that households at the prescribed low income categories could likely not afford the basic housing costs, but does not agree that the developer should be allowed to eliminate the affordable housing requirement. Therefore, based upon the City’s
affordable housing consultant’s assessment, at a minimum Staff believes the affordable housing requirement should be amended to require all 6 units to be purchased by moderate income households. It’s important to note that extremely low, very low and low-income qualified households would still be eligible to purchase the units; however, allowing moderate income qualified households to also purchase the units simply expands the opportunity to a larger group of prospective homebuyers.

2. The in-lieu fee will create more affordable housing opportunities than setting aside six units that qualified income households cannot afford.

The applicant believes that accepting an in-lieu payment will create more opportunities, and can be used to help more lower-income households than the current requirement. The applicant submitted additional information containing four alternatives/options (a through d, below) for use of the money should the City accept the in-lieu fee.

a. Upgrade the Park Vista development. The developer indicates that the proposed in-lieu fee can be used to fund repairs and upgrades to the facility, and enter into an agreement with an affordable housing operator to secure the site in perpetuity as an affordable housing alternative.

The Park Vista site is built-out, and contains a 97-unit independent living facility for seniors. The site is owned by the City and is governed by a council-appointed board. Rents are restricted to levels affordable to very low income households, and occupancy is limited to El Segundo residents with incomes that fall below moderate income levels. The in-lieu may be used to remodel the facility, but it will not create new affordable housing units, which is a goal of the City. According to the City’s certified Housing Element (page 7-2), “The City seeks to expand the range of housing opportunities, including those for low- and moderate income first-time homebuyers, senior citizens on fixed incomes, extremely low-, very low-, low- and moderate-income residents, the disabled, military personnel, and the homeless.” Hence, utilizing the in-lieu fee to remodel the Park Vista site is not consistent with the Housing Element as no additional units would be created to count towards the City’s regional share of housing. Further, since the City owns the property, there is no concern that the facility would not continue to operate as an affordable project in perpetuity. As such, maintaining the requirement that the developer provide affordable units (albeit, at the moderate income level) is consistent with the Housing Element and provides additional units in the City. Thus, staff does not believe this to be an acceptable alternative.

b. Creation of an affordable housing trust fund. The developer believes the City can use the proposed in-lieu fee to create an affordable housing trust fund that could be used in the following ways:

- Financing developers of affordable housing by providing deferred loans, below market interest rate loans and matching state, federal and private financing.
- Providing deferred loan and closing cost grant programs for first time buyers.
- Providing no interest or low-interest loans to non-profit agencies who specialize in developing affordable housing projects to acquire or build affordable housing.
• Donating funds to a land trust that leases properties long-term to qualified tenants.

Staff’s concern with these approaches is that they would be confined to developments that are intended for and subsidize lower income households. There are very few opportunity sites for residential developments. The subject site at 540 E Imperial Avenue is the only large residential development constructed in El Segundo in approximately 30-years, and is likely the last large residential development that will be constructed. Further, staff has not been approached by any residential developer inquiring about large-scale residential development. Thus the funds would likely never be utilized since it would be highly unlikely that these approaches would be used; and, since the funds were obtained from an in-lieu payment, use of the funds would be limited to affordable housing projects and programs and could be used for any general purpose. As such, staff does not believe this to be an acceptable alternative.

c. Use of in-lieu fee to address homeless. The developer indicates that the proposed in-lieu fee can be used to provide temporary housing, wellness checks and clean-up of hazardous conditions in homeless encampment sites. According to State housing element law, the elderly, disabled persons, large households, female-headed households, farm workers, extremely low-income households and the homeless are considered special needs groups. In addition, military households are a group with special housing needs in El Segundo. Although the City’s certified Housing Element identifies up to 10 homeless persons in the City, the Police Department has not identified encampments. Thus, staff believes that utilizing the monies for temporary housing and services for the homeless population would not be the best use of the funds. Further, staff is not aware of any sites that could be utilized for the provision of temporary housing. Lastly, this option would not address the City’s regional share of housing. As such, staff does not believe this to be an acceptable alternative.

d. Purchase an off-site [market rate apartment] facility and convert to affordable housing, to be managed by an affordable housing operator. The developer indicates that the money can be used to purchase an existing multi-family complex, and an affordable housing operator would administer the rental and maintenance of the units in perpetuity. Although staff believes this to be a possible solution that could gain support, there are many concerns with this. The developer would have to find an apartment complex with at least six units, it would have to be within El Segundo, and it would have to be at a price point that would make it feasible. It is nearly impossible to determine whether such a real estate opportunity would ever arise; and if it did, the acquisition may not occur. Further, the optics of an entire facility dedicated strictly for lower income housing may not garner community support. Thus, there are too many unknowns with this option that leads staff to believe this not to be an acceptable alternative.

3. The in-lieu fee would result in no appreciable impact to City resources and would obviate having the City manage and monitor compliance with affordable housing covenants for 30 years or longer.

The developer believes that maintaining the existing, or a modified version of, affordable housing will require City staff to manage, administer and monitor compliance with the
covenants restricting the affordable units to qualified households; screen and qualify all prospective purchasers; ensure all owners' compliance with all obligations they must meet, such as payments of mortgage loans, HOA dues and property taxes; undertake any foreclosure or related proceedings against defaulting owners; and begin the entire process all over again as and when an owner defaults and is foreclosed upon. In effect the City would be thrust into the role of lender, regulator, landlord, asset manager and program administrator for the six affordable units.

Staff disagrees with this assertion since the Development Agreement requires the developer to contribute $300,000 to reimburse the City for costs of administering and enforcing the affordable component of the project. Since City staff are not experts on the topic of affordable housing, nor would it be fiscally prudent to hire staff to monitor six affordable units, the City would contract with a firm that has the qualified personnel and expertise in affordable housing. The City’s consultant would be tasked with reviewing applications to ensure the applicants are qualified households, assist with preparation of documents, and conduct annual monitoring activities. Thus, the activities the developer indicates above would be managed and administered by the City’s consultant under the City’s supervision, and the associated costs would be recouped by the developer’s required contribution.

4. The proposed alternative to the in-lieu fee, restricting the affordable units to moderate income households, would greatly burden the City and would not produce extremely low, very low or low income units.

As indicated above, staff agrees that the financial viability of households in the extremely low, very low and low-income categories is not sustainable; consequently, staff recommends that the six affordable units be designated for sale to qualified moderate income households. The applicant, however, believes this does not create housing opportunities for lower income households (at the identified income categories), and will require City staff to manage, administer and monitor the affordable units.

Although staff’s recommendation (to designate the six units for sale to qualified moderate income households) does not create housing opportunities for the lower income categories, moderate income is identified by the State as an affordable housing category and is included in the City’s certified Housing Element. State law requires a city to provide an adequate number of sites to allow for and facilitate production of the City’s regional share of housing for each income category, which includes Extremely Low, Very Low, Low, and Moderate. The City’s regional share is a total of 69 units, which is broken down as follows:

- 9 Extremely Low Income Households
- 9 Very Low Income Households
- 11 Low Income Households
- 12 Moderate Income Households
- 28 Above Moderate Income Households

Thus, requiring that the six units in the development be made available to qualified moderate income households is consistent with State Law and the City’s certified Housing Element.
Further, it continues to make progress towards meeting the city’s regional share of housing in the moderate income category.

Regarding the applicant’s assertion that requiring the units be made available to moderate income households will burden the city, Staff has already addressed this issue in the previous section. In summary, since the Development Agreement requires the developer to contribute $300,000 to reimburse the City for costs of administering and enforcing the affordable component of the project, and since a consultant would be retained for these purposes, there will be no burden on city staff.

III. CONCLUSION

Staff does not believe that the developer’s request is in the City’s best interest as it would transfer responsibility of providing affordable housing to the City, despite the fact that the City remains obligated to provide an adequate number of sites to allow for and facilitate production of the City’s regional share of affordable housing. The developer could then sell the units at market rate. Further, accepting the in-lieu payment has restrictions in that the City should only use the money for affordable housing and related affordable housing programs.

It is also important to note that the developer agreed to provide affordable housing on-site, within the boundaries of the new development when the entitlements were being considered by the Planning Commission and City Council in 2016. Staff acknowledges that the money has the potential to serve a greater population than the 6 that it would serve at this development; however, future programs are not guaranteed. Any affordable housing program would take a minimum of 18 months to implement since there needs to be agreement and clear direction on the type of affordable housing program, and City staff would have to come up with a program, which may require City Council approval before it is implemented. For example, some of the issues that could arise include trying to determine which income categories to target; or, should market-rate units be purchased and converted to affordable units (this may likely yield less than 6 units).

As indicated above, staff acknowledges and agrees with the developer that the financial viability of households in the extremely low, very low and low-income categories is not sustainable. Thus, for the reasons stated above, it is staff’s recommendation that the Planning Commission recommend to the City Council that the affordable housing requirement be amended to allow the six affordable units to be purchased by qualified moderate income households.
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of an amendment to Environmental Assessment No. EA-1154, Specific Plan No. SP 16-01, conditions of approval and a Second Amendment to Development Agreement No. DA 16-01, amending the requirement that the developer provide six affordable units within the residential development by adjusting the affordable housing requirement to allow the eight units to be purchased by qualified moderate income households.

An Addendum to the Environmental Impact Report (EIR) for the development project was certified by the City Council on September 28, 2016. The requested revision to the affordable housing requirement does not introduce new significant environmental effects or substantially increase the severity of the environmental impacts that previously were identified and analyzed in the certified EIR Addendum. Additionally, the project does not include changed circumstances or new information, which were not known at the time the EIR was certified, that would require the preparation of a subsequent environmental analysis pursuant to CEQA Guidelines.

(Applicant: DR Horton CA2, Inc.).

RECOMMENDED PLANNING COMMISSION ACTION: It is recommended that the Planning Commission adopt Resolution No. 2858, recommending the City Council adopt an ordinance amending the affordable housing requirement to allow eight affordable units to be purchased by qualified moderate income households.

ATTACHED SUPPORTING DOCUMENTS:
1. Planning Commission Resolution No. 2858
   a. Draft Ordinance
2. Updated Amendment Request, dated February 11, 2019
3. Letter from Michael Baker International, dated February 19, 2019
4. Staff Report to the Planning Commission, dated January 24, 2019 (without attachments)

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

I. BACKGROUND
On September 28, 2016, the City Council approved a residential development at the former school site at 540 Imperial Avenue, consisting of 24 single-family dwelling units and 34 multi-family dwelling units (condominiums). As part of the project’s conditions of approval, the developer (DR Horton) agreed to set aside six multi-family units as affordable units, for sale to qualified affordable households. Specifically, two units must be affordable to extremely low income
households, two affordable to very low income households, and two affordable to low income households. The City Council also directed the applicant and staff to ensure that members of the military be given priority for the affordable housing units.

In September 2018, the applicant submitted a request to amend the project, which was augmented in December 2018. Specifically, the developer requested the City eliminate the requirement to provide six affordable units within the residential development, and instead allow the developer to pay the City an “in lieu” fee totaling $3,341,400. This original amendment request would have removed the requirement that the developer provide six affordable condominium units, thereby allowing the developer to sell the six units at market rate and no longer being responsible for providing affordable housing. In response, staff prepared a staff report for the January 24, 2019 Planning Commission hearing recommending that the Planning Commission not support the proposed amendment, and recommended adjusting the affordable housing requirement to allow the six units to be purchased by qualified moderate income households. Prior to the January 24th meeting, however, the applicant submitted a request to continue the item so that they could meet with staff and modify the amendment.

On February 11, 2019, the applicant submitted a revised amendment, requesting that the project’s affordable housing requirement be adjusted to provide for a total of eight affordable units instead of six, and that all eight affordable units be available for moderate income households. Since the requirement to provide six affordable units is contained in the project’s conditions of approval, specific plan, and Development Agreement, the City Council has the ultimate authority to approve changes to the approvals. However, according to the conditions of approval and pursuant to state law, the Planning Commission is tasked with reviewing modifications, and then forwarding a recommendation to the City Council for consideration.

II. ANALYSIS

The applicant has expressed the following three fundamental reasons for requesting the amendment to the conditions, specific plan and DA:

1. The proposed set aside advances the City’s goals of providing new housing construction and fulfilling its housing allocation for the 2013-2021 housing cycle determined by the Regional Housing Needs Assessment (RHNA), which includes housing for moderate income households.

2. The revised program is far more feasible and more likely to meet the City's affordable housing goals than the Six-Unit Set Asides since moderate income households can afford the homes which will be priced for such households, including mortgage loan principal and interest, HOA fees, property taxes, insurance premiums, utilities and other essential household expenses, whereas the extremely low, very low and low income households that would own the Six-Unit Set Asides cannot pay these expenses, even at below market (or zero) purchase prices, and will inevitably default under their mortgage loans, rendering the Six-Unit Set Asides program unsustainable and doomed to failure.

3. This revised 8-unit moderate income housing program provides more units towards the City’s RHNA goals than the Six-Unit Set Asides.
Moderate Income Household

As specified in the January 24th staff report, the developer retained the affordable housing consultant DRA to assess the financial viability of having extremely low, very low and low-income households purchase the affordable units. Since the price of the affordable units are based upon the amount for which the household can qualify, DRA conducted a cost analysis for each income category, which took into account other housing expenses in addition to mortgage loan payments, such as HOA fees, property taxes, essential housing maintenance costs, etc. Although DRA determined that the two units identified for extremely low income households would have to be sold for nothing, an extremely low income household cannot afford to pay basic housing maintenance costs, including HOA fees, property taxes or other property expenses. Further, although very low and low-income households could afford to pay a nominal mortgage, households in these income categories would be challenged in paying essential housing maintenance costs (in addition to mortgage loan payments) and would likely default on their loans. For these reasons, affordable housing programs in other cities that are geared towards lower income households are rentals, not for-sale units.

Staff provided the DRA analysis to the City’s affordable housing consultant, Michael Baker International (MBI), who agreed with DRA’s analysis. MBI and City staff agree that the financial viability of households in these income categories is not sustainable, since the households would not have the financial resources to pay for basic housing costs in addition to any mortgage. Since, the financial viability of households in the extremely low, very low and low-income categories is likely not sustainable, this provides an affordable housing opportunity for moderate income households.

MBI analyzed the financial viability of a moderate income household, and determined that a moderate income household could qualify for a substantially higher mortgage and continue to have the means to pay for other basic housing costs. It’s important to note that extremely low, very low and low-income qualified households would still be eligible to purchase the units; however, allowing moderate income qualified households to also purchase the units simply expands the opportunity to a larger group of prospective homebuyers.

RHNA

The proposed amendment would allow the units to be purchased by moderate income households, in addition to low, very low and extremely low households. Moderate income is identified by the State as an affordable housing category and is included in the City’s certified Housing Element. State law requires a city to provide an adequate number of sites to allow for and facilitate production of the City’s regional share of housing for each income category, which includes Extremely Low, Very Low, Low, and Moderate. The City’s regional share is a total of 69 units, which is broken down as follows:

- 9 Extremely Low Income Households
- 9 Very Low Income Households
- 11 Low Income Households
- 12 Moderate Income Households
28 Above Moderate Income Households

The requested amendment to provide eight units in the development available to qualified moderate income households is consistent with State Law and the City's certified Housing Element. Further, it continues to make progress towards meeting the City's regional share of housing in the moderate income category and creates two additional units that can be applied to the City's regional share than previously approved. Thus, staff supports the applicant's amendment for the aforementioned reasons.

City's Costs of Administering the Affordable Housing Program

When the project was originally approved in September 2016, the applicant provided $300,000 as a public benefit contribution to the City to cover the City's expected costs of administering the affordable housing program for the six units. As of the preparation of this report, the applicant has not offered to reimburse the City's costs in administering the affordable housing program for the two additional units. In addition, the two additional units are intended to address the expected increased profits the applicant will likely receive by changing the affordability levels for the six units. City staff will present options to the Planning Commission as to the City's costs of administering the program and the developer's expected profits, in the event the Commission desires to make a recommendation to the City Council on this issue.

III. CONCLUSION

Staff believes that the developer's request is in the City's best interest as it makes progress towards meeting the City's regional share of housing in the moderate income category; it expands the opportunity of homeownership to a larger group of prospective homebuyers; it is consistent with the City's Housing Element; and it is consistent with the project approvals that requires affordable housing on-site, within the boundaries of the new development.

Thus, for the reasons stated above, it is staff's recommendation that the Planning Commission recommend to the City Council that the affordable housing requirement be amended to allow eight affordable units to be purchased by qualified moderate income households.
AFFORDABLE HOUSING AGREEMENT, DATED OCTOBER 18, 2018
AFFORDABLE HOUSING AGREEMENT AND COVENANT CONCERNING USE, SALE AND RESALE OF RESIDENTIAL UNITS

This AFFORDABLE HOUSING AGREEMENT AND COVENANT CONCERNING USE, SALE AND RESALE OF RESIDENTIAL UNITS ("Agreement") is entered into as of the ___ day of December, 2018, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation ("City"), and D.R. HORTON CA2, INC., a California corporation ("Developer") (collectively, the "Parties").

RECITALS:

A. Developer is the owner of that certain real property consisting of approximately 5.65 acres of land area that is located at 540 East Imperial Avenue in the City of El Segundo, County of Los Angeles, State of California, and that is more particularly described in the legal description attached hereto as Exhibit "A" (the "Property").

B. On September 28, 2016, the El Segundo City Council approved the entitlements authorizing Developer to develop 24 single-family dwelling units and 34 multi-family dwelling units and related improvements on the Property, subject to certain conditions of approval (collectively, the "Project").

C. As part of the approval of the Project, Developer agreed to set aside six multi-family units as affordable units. In particular, two units must be sold to extremely low income households; two units must be sold to very low income households; and two units must be sold to low income households, as defined by state law. To ensure that the affordable units are in fact provided, the City Council conditioned its approval of the Project by requiring Developer to enter into an Affordable Housing Agreement with the City.

D. This Agreement is intended to establish the terms and conditions for implementation of the Project’s requirement to provide affordable housing units, to ensure that Developer fulfills the conditions of approval relating to such requirement, and to set forth the covenant and conditions upon which Developer agrees to sell the Affordable Housing upon completion of construction, and the resale restrictions that will affect each Affordable Unit during the time such restrictions remain in place.
COVENANTS:

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Agreement by this reference, and the mutual benefits and obligations set forth herein, Developer and City agree as follows:

1. Definitions. The following defined terms have the meanings given below:

   “Affordable Housing Cost” as set forth in Section 50052.5 of the California Health and Safety Code, means the Total Housing Costs paid by a Qualified Household, which do not exceed a specified percentage of the gross monthly income, adjusted for Household Size Appropriate for the Unit, as follows (“Affordable Housing Cost Limits”):
   - For Extremely Low Income Households: the product of 30% of 30% of the Los Angeles County median income.
   - For Very Low Income Households: the product of 30% of 50% of the Los Angeles County median income.
   - For Low Income Households: the product of 30% of 70% of the Los Angeles County median income.

   “Affordable Sales Price” means an estimated sales price for an Affordable Unit such that the Total Housing Costs paid by a Qualified Household do not exceed the Affordable Housing Cost Limits.

   “Affordable Unit” shall mean each of the six units to be developed within the Project that is to be restricted for sale to Qualified Households pursuant to this Agreement. The Parties agree that Developer has the right to designate which of the units in the Project shall be the Affordable Units.

   “Extremely Low Income” or “Extremely Low Income Households” means households whose incomes do not exceed the extremely low income limits applicable to Los Angeles County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50106 of the California Health and Safety Code.

   “Household Size Appropriate for the Unit” means the house of three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit and five persons in the case of a four-bedroom unit.

   “Low Income” or “Lower Income Households” means households whose incomes do not exceed the low income limits applicable to Los Angeles County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Sections 50093 and 50079.5 of the California Health and Safety Code.

   “Qualified Household” means either an Extremely Low Income, Very Low Income or Low Income Household, as applicable.

   “Qualified Households” means, collectively, Extremely Low Income, Very Low Income and Low Income Households.

   “Total Housing Costs” means the total monthly or annual recurring expenses required of a household to obtain shelter, and includes the mortgage payment (principal and interest, based on a
thirty-year term at a combined first mortgage fixed interest rate and mortgage insurance premium of 4.20% with a five percent (5%) down payment, utilities, homeowner’s association dues, homeowner insurance, taxes, mortgage insurance and other related assessments.

"Very Low Income" or "Very Low Income Households" means households whose incomes do not exceed the very low income limits applicable to Los Angeles County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50105 of the California Health and Safety Code.

2. **Exhibits.** The following exhibits, attached hereto, are hereby incorporated by reference into this Agreement:

   - Exhibit A  Legal Description of Property
   - Exhibit B  Termination and Release of Affordable Housing Agreement
   - Exhibit C  Affordable Housing Resale Restriction
   - Exhibit D  Affordable Housing Unit Information Form
   - Exhibit E  Disclosure of Interest Form

3. **Developer’s Covenants Concerning Affordable Units.**

   a. **Affordable Units.** Developer agrees to construct and market the following designated units (herein, the “Affordable Units”) and to only sell those units to a Qualified Household at an Affordable Sales Price:

<table>
<thead>
<tr>
<th>Number/Type of Units (Mixed Residential)</th>
<th>Eligible Income Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Three-Bedroom Units</td>
<td>Extremely Low</td>
</tr>
<tr>
<td>2 Three-Bedroom Units</td>
<td>Very Low</td>
</tr>
<tr>
<td>2 Three-Bedroom Units</td>
<td>Low</td>
</tr>
<tr>
<td>Total 6 Affordable Units (10% Set Aside per Development Agreement, as amended, and Resolution No. 4999)</td>
<td></td>
</tr>
</tbody>
</table>

   Developer may permit Extremely Low Households to purchase an Affordable Unit designated for Very Low and Low Income Households, and may permit Very Low Income Households to purchase an Affordable Unit designated for Low Income Households.

   Developer understands and acknowledges that the determination of Affordable Sales Price can only be made at the time of the proposed transfer, and that the transfer price permitted hereunder may be less than the fair market value of the affordable unit and may not increase or decrease in the same manner as other similar real property which is not encumbered by these restrictions. The Developer further acknowledges that at all times in setting the Affordable Housing Price the primary objective of the City and this Agreement is to provide housing to Qualified Households at an Affordable Sales Price.
b. **Eligibility.** No Affordable Unit may be sold to a prospective purchaser until City has verified that (i) the prospective purchaser is a Qualified Household and (ii) that the sales price for the Affordable Unit does not exceed the Affordable Sales Price.

c. **Preferences for U.S. Military.** The Developer agrees that, all other considerations being equal and as permitted by law, it will give preference to prospective purchasers who are active members or veterans of the U.S. military at the time of the purchase.

d. **Minimum Development Standards For Affordable Units.** Developer agrees and understands that the Affordable Units within the Project shall have the same exterior appearance, interior appointments, and configuration and basic amenities (such as storage space and outdoor living areas) as the market rate units in the Project.

e. **Timing of Sale of Affordable Units.** Developer agrees that the Affordable Unit(s) within a building in the Project must be sold to a Qualified Household in accordance with this Agreement, and escrow must have closed on such unit(s), before the City will issue the final Certificate of Occupancy for the last remaining unsold market rate unit within the same building.

f. **Transfer Voidable if Procedure Not Followed.** Any transfer of any Affordable Unit by Developer that is not in compliance with the terms and procedures set forth in this Agreement shall be voidable by City at City’s election in its sole and unfettered discretion.

4. **Marketing and Financing Assistance.**

   a. Developer must prepare and obtain City’s written approval (which shall not be unreasonably withheld or delayed) of a marketing program, which shall be in compliance with all applicable laws, including but not limited to the Fair Housing Act (42 U.S.C. section 3601 et seq.) (as approved by City, the “Approved Marketing Plan”). Developer agrees to market the Affordable Units in accordance with the Approved Marketing Program, as the same may be amended by the Developer from time to time with the City’s prior written approval, which shall not be unreasonably withheld or delayed. Developer must provide the City with a copy of all published or broadcast advertisements.

   b. As part of the Approved Marketing Program, the Developer shall use reasonable efforts to assist Qualified Households in locating and obtaining available forms of subsidized or assisted financing or other assistance to enable Qualified Households to qualify for, and minimize the cost of, acquiring the Affordable Units. Such assistance may include, without limitation, Los Angeles County Mortgage Credit Certificates, the Affordable Housing Partnership program, California Housing Finance Authority programs, FHLB Home Ownership program.

5. **Execution and Recordation of Affordability Covenants.**
a. This Agreement shall be recorded concurrently with the issuance of Certificates of Occupancy for the Project and the Property. City shall cooperate with Developer in promptly executing in recordable form and causing to be recorded against any common area lots within the Property and against any of the airspace lots for the market rate units (as soon as the market rate units have been designated and identified by Developer).

b. As soon as each Affordable Unit within the Project has been identified and in no event later than the close of escrow for the sale of such Affordable Unit by Developer to a Qualified Household, Developer, City and the purchaser shall execute in recordable form originals of both (1) the Termination and Release of Agreement, attached hereto as Exhibit B, and (2) the Affordable Housing Resale Restriction a form of which is attached hereto as Exhibit C as may be revised by the City (hereafter, “Covenants”) which Affordable Housing Resale Restriction shall remain in effect until, and shall be void and of no further effect on, the twentieth anniversary of the closing of the sale of each Affordable Unit or City’s release of (the “Covenant Period”). The Affordable Housing Resale Restriction must be executed and recorded by the purchaser of the Affordable Unit before the City will execute the Termination and Release of Agreement.

c. The Parties acknowledge and agree that none of the obligations of Developer set forth in this Agreement are intended to be binding upon the persons purchasing and occupying either the market rate units or the Affordable Units within the Project or upon the homeowners’ association to be formed with respect to the Property, and that Developer’s obligations as set forth herein are intended to be personal to Developer and any successors-in-interest of Developer as the developer of the Project. The ongoing covenants of each owner of an Affordable Unit shall be as set forth in the Covenants to be recorded against that owner’s airspace lot.

d. At the time each escrow for the sale of an Affordable Unit closes, Developer shall cause to be recorded against said Affordable Unit an original of the Covenants in the form attached hereto as Exhibit C, with the unit/household specific information filled in. Developer shall have no obligation to administer or enforce its purchasers’ obligations as set forth in the Covenants after the same have been recorded and the escrow has closed.

6. **Verification of Income Eligibility of Purchasers of Affordable Units, Establishment of Affordable Sales Price and Delivery of Documents to City Relating to Sale of Affordable Units.**

   a. Prior to the initial sale of each Affordable Unit within the Project, Developer must determine each prospective purchaser’s eligibility as a Qualified Household and that the Affordable Unit is being sold at an Affordable Sales Price by requiring the prospective purchaser to complete, certify, and deliver to Developer the following documents:
      
      i. an Affordable Housing Unit Information Form, a form of which is attached hereto as Exhibit “D” as may be revised by the City and incorporated herein by this reference;
ii. complete executed copies of the prospective purchaser's State income tax returns or W-2s and 1099 forms for the two (2) most recent years prior to the purchase;

iii. a complete copy of a statement in the form set forth in Exhibit "E" to this Agreement executed by the prospective purchaser under oath attesting that Developer has no direct or indirect familial or business relationship with the prospective purchaser;

iv. a completed Disclosure of Interest form, a form of which is attached hereto as Exhibit "E";

v. such other information regarding the prospective purchaser or the sale of the Affordable Unit that City may reasonably require Developer to obtain from time to time by deliver of prior written notice to Developer; and

vi. a written statement signed by the prospective purchaser (in a form reasonably acceptable to the City Attorney) that: (1) authorizes Developer to transmit all of the information referred to in this paragraph to City and that authorizes City to inspect, use and rely upon such information in order to verify Developer's and prospective purchaser's compliance with the terms of this Agreement and the Covenants, and (2) waives and releases any right or claim that said prospective purchaser might otherwise have in the absence of such a waiver and release to maintain the privacy or confidentiality of such information and the information described in Section 6.d. hereof.

b. Developer may, in good faith, rely upon the accuracy and truthfulness of the information provided to Developer by prospective purchasers and shall not be deemed to be in default under this Agreement to City if any information provided to Developer is false, misleading, or inaccurate, and is relied upon by Developer in good faith.

c. Based upon the information submitted by each prospective purchaser of an Affordable Unit, Developer will determine whether the prospective purchaser constitutes a Qualified Household. If Developer determines that a prospective purchaser constitutes a Qualified Household, Developer then will submit the prospective purchaser's application and all of the documents referenced in this section to City, so that City can verify the Developer's determination and that the Affordable Unit is being sold at an Affordable Sales Price to a Qualified Household. Upon written confirmation by City to the Developer, the Developer may then sell such Affordable Unit to the applicable Qualified Household at the price submitted to and approved by the City.

d. Within 10 days after each Affordable Unit closes escrow, Developer shall provide to City true and correct copies of (i) a copy of the escrow closing statement, financing / loan documents and any other information that may be reasonably requested by City to establish that the Affordable Unit was sold at an Affordable Sales Price, (ii) a recorded copy of the Covenants with respect to said Affordable Unit; (iv) a copy of the escrow closing statement for the most recently sold comparable market rate unit within the Project at the time such Affordable Unit is sold upon which Developer based the calculation of the fair market value of the Affordable Unit, as set forth in the Covenants (provided, however, Developer may redact or omit from such documents personal information regarding the purchaser.
of the market rate unit that is not needed to enable City to determine the sale price of the market rate unit, as it relates to the Affordable Unit).

7. **Maintenance of Records.** Developer shall, for one year after the closing of the sale of the last remaining Affordable unit, maintain complete and accurate records pertaining to the development, marketing, and sale of the Affordable Units, and shall permit any duly authorized representative of City upon reasonable prior notice of not less than one business day and during Developer’s normal business hours to inspect the books and records of Developer pertaining to the same as City may reasonably determine is necessary and appropriate to enable it to administer and enforce its rights set forth in this Agreement, subject, however, to Developer’s right to withhold (i) any confidential business or financial information that constitutes a trade secret under California law and (ii) any personal information regarding prospective purchasers that is not needed to enable City to verify that they qualify as Qualified Households.

8. **Defaults.** Failure or delay by either Party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other Party constitutes a default under this Agreement; provided, however, if such failure or delay is of a nature requiring more than thirty (30) days to cure, the nonperforming Party shall not be deemed to be in default hereunder if it commences to cure within such thirty (30) day period, and thereafter diligently pursues such cure to completion. Upon receipt of such a notice the Party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction, or remedy with diligence. The injured Party shall give written notice to the Party who has so failed to perform, specifying the nonperformance complained of by the injured Party with reasonable particularity specifying the acts or omissions that the injured Party believes constitute a failure to perform and the terms of this Agreement that it claims have been violated. Except as required to protect against further damages, the injured Party may not institute proceedings against the Party who has failed to perform until thirty (30) days after giving such notice, or if the failure to perform is of a nature requiring more than thirty (30) days to cure, until such time that the Party fails diligently to pursue such a cure to completion. Failure to delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

9. **Nondiscrimination.** Developer covenants by and for itself that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the sale, transfer, use, occupancy or enjoyment of the Affordable Unit, nor shall Developer establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use of occupancy of the Affordable Unit or any portion thereof. Developer shall refrain from restricting the sale of the Affordable Unit on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All deeds or contracts with respect to the Affordable Unit shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

a. In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the sale, transfer, use, occupancy or enjoyment
of the land herein conveyed nor shall the grantee establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of the land herein conveyed. The foregoing covenants shall run with the land.”

b. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, transfer, use, occupancy or enjoyment of the premises, nor shall the transferee establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of the premises.”

10. Indemnification. Developer shall defend, indemnify, and hold harmless City and its officers, officials, agents, employees, representatives, and volunteers from and against any loss, liability, claim, or judgment arising out of Developer’s performance or failure to perform its obligations set forth in this Agreement.

11. Miscellaneous.

a. Attorneys’ Fees and Costs. If any action is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees and costs.

b. Controlling Agreement. Developer represents that Developer has not executed and Developer covenants that it will not execute any other agreement with provisions contradictory to or in opposition to the provisions hereof; and that, in any event, Developer understands and agrees that this Agreement shall control the rights and obligations between the Parties with respect to the subject matter set forth herein.

c. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

d. Time. Time is of the essence of this entire Agreement. Whenever under the terms of this Agreement the deadline for performance falls on a day which is not a business day, such deadline for performance shall be extended to the next day that is a business day. For purposes of this Agreement, business days shall exclude Saturdays, Sundays, and national and State holidays. Notwithstanding the foregoing, the Parties’ time for performance hereunder shall be extended if and to the extent that timely performance is delayed due to circumstances that are not the fault and beyond the reasonable control of the Party claiming an extension of time to perform (collectively, “Events of Force Majeure”). In the event of any Event of Force Majeure, the Party claiming an extension of time to perform shall promptly deliver written notice to the other Party describing the Event of Force Majeure and such Party shall thereafter undertake reasonable efforts to minimize the circumstances causing the delay. In no event shall a change in market conditions,
interest rates, or financial inability be deemed an Event of Force Majeure for Developer and in no event shall City’s unreasonable delay in taking action on any plan, permit, or other item requiring City’s consideration or approval be deemed an Event of Force Majeure for City.

e. **Notices.** All notices required to be delivered under this Agreement by one Party to the other Party must be in writing and shall be effective (i) when personally delivered to the other Party; (ii) three (3) business days after deposit in the United States mail, registered or certified, with any such deposit occurring within the State of California; or (iii) one (1) business day after deposit before the daily deadline time with a reputable overnight courier or service; in each case postage fully prepaid and addressed to the respective Parties as set forth below or to such other address and to such other persons as either Party may hereafter designate by written notice to the other Party hereto:

If to City:

City of El Segundo  
Attn: City Manager  
350 Main Street  
El Segundo, California 90245

If to Developer:

DR Horton CA2, Inc.  
Attn: Marianne F. Adriatico, Esq.  
Vice President and Division Counsel  
2280 Wardlaw Circle, Suite 100  
Corona, CA 92880

f. **Captions and Pronouns.** The captions and headings of the various Sections of this Agreement are for convenience only and are not to be construed as confirming or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine, and neuter shall be freely interchangeable.

g. **Running of Benefits and Burdens: Remedies.** All conditions, covenants, and restrictions contained in this Agreement, without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, City and its successors and assigns, against Developer, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein during the Covenant Period for each Affordable Unit only and not beyond.

In amplification and not by way of limitation of the foregoing, it is intended and agreed that City shall be deemed a beneficiary of Developer’s covenants set forth herein both for and in its own right and also for the purposes of protecting the interests of the community. All covenants of Developer, without regard to technical classification or designation, shall be binding for the benefit of City and such covenants shall run in favor of City for the entire period during which such covenants shall be in force and effect. In the event of any breach of any covenant
contained in this Agreement, the City may maintain any action at law or suit in
equity or any other proper proceeding to enjoin, abate or remedy such breach of
agreement or covenant.

h. Assignment. Developer’s rights and obligations set forth in this Agreement shall
be transferable and assignable to any subsequent fee owner of all or any portion of
the Property without the need for Developer to obtain any prior City approval or
consent; provided, however, that at the time of any such transfer or assignment of
Developer’s fee interest in all or any portion of the Property Developer shall (i)
notify City in writing of the transfer/assignment and (ii) deliver to City an
assignment and assumption agreement executed by Developer and its
transferee/assignee pursuant to which Developer’s transferee/assignee assumes all
of Developer’s remaining executory obligations set forth herein with respect to the
Property or the portion thereof so transferred. The City Attorney shall have the
authority on behalf of City to approve the form and content of any such assignment
and assumption agreement. After the date that such transfer/assignment occurs and
the fully executed assignment and assumption agreement in the form approved by
the City Attorney has been delivered to City, the transferor/assignor shall be
released from all liabilities and obligations hereunder. As used in this Agreement,
the term “Developer” shall be deemed to include any such transferee/assignee after
the date such transfer/assignment occurs.

i. Construction. The rule of strict construction does not apply to this Agreement.
This Agreement shall be given a reasonable construction so that the intention of
the Parties is carried out.

j. Counterparts. This Agreement may be executed in two or more counterparts,
each of which when so executed and delivered shall be deemed an original and all
of which, when taken together, shall constitute one and the same instrument.

k. Non-Waiver. No delay or omission by either Party in exercising any right or
power accruing upon the compliance or failure of performance by the other Party
under the provisions of this Agreement shall impair any such right or power or be
construed to be a waiver thereof. A waiver by one Party of a breach or failure of
performance by the other Party of any of the covenants, conditions, or agreements
hereof to be performed by such other Party shall not be construed as a waiver of
any succeeding breach of the same or other covenants, agreements, restrictions, or
conditions herein.

l. Governing Law. This Agreement shall be governed by the laws of the State of
California. Any legal action brought under this Restriction must be instituted in
the Superior Court of the County of Los Angeles, State of California, or in the
Federal District Court in the Central District of California in Los Angeles County.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

“CITY”
CITY OF EL SEGUNDO,
a public body, corporate and politic

By:
Greg Carpenter, City Manager

“DEVELOPER”
D.R. HORTON CA2, INC.

ATTEST:
Tracy Weaver, City Clerk

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

APPROVED AS TO FORM:
Developer’s Counsel
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On October 16, 2018 before me, ____________________________________________

Date

personally appeared ____________________________________________

Estella Cruz, a Notary Public

Here Insert Name and Title of the Officer

Greg Carpenter

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they signed(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ____________________________________________

Document Date: ____________________________________________

Number of Pages: ____________________________________________

Signer(s) Other Than Named Above: ____________________________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: ____________________________________________

☐ Corporate Officer – Title(s): ________________________________

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: ____________________________________________

Signer Is Representing: ____________________________________________

Signer’s Name: ____________________________________________

☐ Corporate Officer – Title(s): ________________________________

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: ____________________________________________

Signer Is Representing: ____________________________________________
IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

"CITY"
CITY OF EL SEGUNDO,
a public body, corporate and politic

By: ________________________________
   Greg Carpenter, City Manager

"DEVELOPER"
D.R. HORTON CAZ, INC.

By: ________________________________
   Jonathan R. Smith, V.P. and President of the Division

ATTTEST:
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

APPROVED AS TO FORM:

Developer’s Counsel
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On October 15, 2018, before me, Bianca Cervantes, Notary Public, personally appeared Jonathan R. Smith who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)
IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

“CITY”
CITY OF EL SEGUNDO,
a public body, corporate and politic

By: ____________________________________________
Greg Carpenter, City Manager

“DEVELOPER”
D.R. HORTON CA2, INC.

ATTEST:

____________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

____________________________
Mark D. Hensley, City Attorney

____________________________
Developer’s Counsel
EXHIBIT “A”

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of El Segundo, and is described as follows:

Module 1, Module 2, Module 3, Module 4, Module 5 and Module 6 as shown on that certain Condominium Plan for Waypointe recorded March 5, 2018 as Document No. 20180213492 in the Office of the County Recorder of Los Angeles County, California, located within Lot 25 of Tract No. 71582, in the City of El Segundo, County of Los Angeles, State of California, as per Map recorded in Book 1398, at Page 82 through 85, inclusive, of Maps, in the Office of the County Recorder of said County.
TERMINATION AND RELEASE OF AFFORDABLE HOUSING AGREEMENT

This TERMINATION AND RELEASE OF AFFORDABLE HOUSING AGREEMENT (the "Termination and Release") is being executed by and between D.R. HORTON CA2, INC., a California corporation (collectively, "Developer"), in favor of the CITY OF EL SEGUNDO, a California municipal corporation ("City").

RECIPIENTS:

A. Developer is the owner of that certain real property consisting of approximately 5.65 acres of land area that is located at 540 East Imperial Avenue in the City of El Segundo, County of Los Angeles, State of California, and that is more particularly described in the legal description attached hereto as Attachment "A" (the "Property").

B. On ____________, City and Developer entered into an Affordable Housing Agreement and Covenant Concerning Use, Sale and Resale of Residential Units, which was recorded on the Property (the "Agreement," L.A. County Registrar-Recorder’s Number ____________).

C. Pursuant to Section 5 of the Agreement, City has covenanted to cooperate with Developer in promptly executing and causing to be recorded against certain lots on the Property an original of this Termination and Release.

D. The lot described in Attachment "B" has been purchased, and the purchaser of such lot on the Property has entered into and recorded an Affordable Housing Resale Restriction with the City.

E. Developer and City desire to record this Termination and Release against the lot identified in Attachment "B" hereto to confirm that the Agreement has no further applicability thereto.
AGREEMENT:

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Developer and City agree as follows:

1. From and after the date that this Termination and Release is recorded, the lot within the Property listed on Attachment “B” attached hereto shall not be bound or burdened by any of the provisions set forth or referred to in the Agreement.

2. City shall cooperate in executing any further or additional documents, in recordable form as necessary, as may be reasonably requested by any existing or prospective owner or holder of a mortgage or deed of trust of, in, or to the lot referred to in Attachment “B” to this Termination and Release to confirm said Termination and Release. The form of any such additional documents shall be prepared by such existing or prospective owner or holder at no cost to City.

Dated: ________________, 20__

“CITY”

CITY OF EL SEGUNDO,
a municipal corporation

By: ____________________________

Its:

“DEVELOPER”

D.R. HORTON CA2, INC.
STATE OF CALIFORNIA  )
COUNTY OF ____________  ) ss

On ________________________, before me, ________________________________,
personally appeared ____________________________________________,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed
the instrument.

Witness my hand and official seal.

__________________________________________
Notary Public

[SEAL]

STATE OF CALIFORNIA  )
COUNTY OF ____________  ) ss

On ________________________, before me, ________________________________,
personally appeared ____________________________________________,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed
the instrument.

Witness my hand and official seal.

__________________________________________
Notary Public

[SEAL]
STATE OF CALIFORNIA      )
( ss
COUNTY OF _____________ )

On ____________________, before me, ________________________________,
personally appeared ________________________________,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

____________________________________
Notary Public

[SEAL]
ATTACHMENT “A” TO EXHIBIT “B”

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of El Segundo, and is described as follows:

Module 1, Module 2, Module 3, Module 4, Module 5 and Module 6 as shown on that certain Condominium Plan for Waypointe recorded March 5, 2018 as Document No. 20180213492 in the Office of the County Recorder of Los Angeles County, California, located within Lot 25 of Tract No. 71582, in the City of El Segundo, County of Los Angeles, State of California, as per Map recorded in Book 1398, at Page 82 through 85, inclusive, of Maps, in the Office of the County Recorder of said County.
ATTACHMENT "B" TO EXHIBIT "B"

LEGAL DESCRIPTION OF LOT

The land referred to herein is situated in the State of California, County of Los Angeles, City of El Segundo, and is described as follows:

[To be inserted]
EXHIBIT "C"

AFFORDABLE HOUSING RESALE RESTRICTION

[Attached]
Recording Requested By
And When Recorded Mail To:

City of El Segundo
350 Main Street
El Segundo, California 90245
Attention: City Manager

Space Above for Recorder's Use
(This document is exempt from the payment of a
recording fee pursuant to Government Code
Section 6103 and Government Code Section 273830)

AFFORDABLE HOUSING RESALE RESTRICTION
(Conditions, Covenants, and Restrictions Affecting Real Property and the Resale, Ownership,
Occupancy, Maintenance, and Other Matters Related to Real Property)

This AFFORDABLE HOUSING RESALE RESTRICTION ("Restriction") is made as of

, 20__ , by 

("Homebuyer") in favor of the CITY OF EL SEGUNDO, a California municipal corporation
("City").

RECITALS

A. Homebuyer has purchased a condominium located at _____________________________ , El Segundo, California, as such real property is more particularly described in Exhibit A attached hereto and incorporated herein ("Property").

B. Homebuyer and City have entered into that certain Homebuyer Loan Agreement (Low Income Onsite Units) ("Agreement") dated of even date herewith, which is incorporated herein by reference and a copy of which is on file with City at its offices and is a public record. Pursuant to the Agreement, City has agreed to cause the Property to be sold to Homebuyer at a Low Income Affordable Housing Cost, which includes financial assistance to Homebuyer ("City Loan") and Homebuyer has agreed to subject the Property to certain conditions, covenants and restrictions. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Agreement.

C. Homebuyer and City desire and intend to restrict the Property and the improvements thereon in accordance with this Restriction to preserve its value for the benefit of Homebuyer, its successors and the surrounding neighborhood.

D. Homebuyer is a Low Income Household under the Agreement, as that term is defined in this Restriction.

E. Homebuyer has represented to City that Homebuyer and Homebuyer's household intend to reside in the Property as Homebuyer’s principal residence at all times during Homebuyer’s ownership of the Property.

AFFORDABLE HOUSING RESALE RESTRICTION
Page 1 of 16
NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Definitions.

"Actual Sales Price" shall mean the unrestricted market price (or appraised fair market value, if an appraisal is necessary) of the Property at the time of sale thereof to Homebuyer; and, upon the resale of the Property the Actual Sales Price shall be the unrestricted market price (or appraised fair market value, if an appraisal is necessary) of the Property at the time of resale thereof to the successive homebuyer.

"Affordable Housing Cost" is defined as follows: Each eligible and qualified Homebuyer shall be a Low Income Household with actual household income at the time of purchase of the Property being not more than eighty percent (80%) of AMI for Los Angeles County. "Affordable Housing Cost" for purchase of the Property by a Low Income Household (and all successors thereto during each 20-year Affordability Period) shall be as defined in H&S Code Section 50052.5 (or its successor statute) and the Regulations, including but not limited to the provisions of 25 CCR Section 6920, taking into consideration the cost of insurance, if any, homeowners association fees (HOA), utilities and estimated annual maintenance costs in addition to the First Lien mortgage payment; provided, however, that for each Low Income Household, Affordable Housing Cost shall mean thirty percent (30%) of seventy five percent (75%) of AMI at a presumed household size appropriate for the unit notwithstanding the references in subsection (b) of Section 50052.5 to thirty percent (30%) of seventy percent (70%) and with a liquid asset limitation of not more than $25,000 or otherwise set in the Program or by the City Manager. Pursuant to Section 50052.5, for two bedroom units the presumed household size for purposes of this Restriction is three persons, and for three bedroom units the presumed household size for purposes of this Restriction is four persons.

For the Affordability Period, the City Loan Amount will not become due and payable if Homebuyer sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons or Families"), Homebuyer is not in default (either Ownership Default and/or Maintenance Default) of the Agreement, and Buyer enters into its own new Homebuyer Loan Agreement with City pursuant to the Program. Upon the effective date of such resale, the selling Homebuyer shall no longer be liable for any further obligations under the Agreement or the Note that accrue after the date of such resale, except that Homebuyer shall be obligated to pay the Contingent Equity Participation Amount as set forth in Section 13 hereof and the Housing Trust Fund Contribution as set forth in Section 14 hereof.

Notwithstanding any other provision of the Note or the Agreement, the Contingent Equity Participation Amount shall become due and payable if Homebuyer sells or otherwise conveys the Property to an Eligible Person or Family during the Affordability Period.

In order to verify a prospective Buyer's status as a Low Income Household, Homebuyer shall submit or cause a proposed Buyer to submit to City the identity of Buyer and adequate information evidencing the income and household size of Buyer. Said income information shall be submitted together with the notice of proposed sale in accordance with Section 2 of the Agreement not less than thirty (30) days prior to the opening of escrow for the proposed sale and shall include original or true copies of pay stubs, income tax records or other financial documents in order that City may determine and verify the household income of the proposed Buyer to assess whether the proposed Buyer is a Low Income Household, calculate the Effective Sales Price and assess Buyer's eligibility to enter into its own Homebuyer Loan Agreement for a City Loan to buy the Property. If City is unable to verify the
proposed Buyer’s income as provided in the Agreement prior to the proposed sale, then the proposed Buyer’s income shall be deemed to exceed the maximum allowable Low Income Household income limit for Eligible Persons or Families.

“Affordable Housing Subsidy” shall mean the difference between the Actual Sales Price and the Effective Sales Price, and which amount shall be the “City Loan Amount” upon purchase of the Property by Homebuyer pursuant to this Agreement (which along with the Contingent Equity Participation Amount and Housing Trust Fund Contribution will constitute the “Note Amount” under the City Loan Promissory Note.)

An example of the calculation of a City Loan Amount as of November 1, 2017 for a three bedroom unit is as follows:

“Actual Sales Price” (assumed fair market value) $925,000
“Effective Sales Price” (based upon 30% 75% AMI Los Angeles County based on First Lien mortgage at 6% interest rate and a 5% downpayment) $198,100
Affordable Housing Subsidy (City Loan Amount) $726,900

“Affordability Period” means that period of time commencing upon the Date of this Restriction and terminating on the twentieth (20th) anniversary of such date.

“City” means the City of El Segundo, California, a California municipal corporation, and City’s successors and assigns.

“County” means the County of Los Angeles, California.

“Date of this Restriction” means the date in the first paragraph of this Restriction.

“Default” means the failure of a party to perform any action or covenant required by this Restriction within the time periods provided herein following notice and opportunity to cure. The term default also includes an Ownership Default and a Maintenance Default as more fully defined and described herein. Notwithstanding the foregoing, for purposes of acceleration of the City Loan, payment of the Note Amount (including the Contingent Equity Participation Amount and Housing Trust Fund Contribution) or initiation of foreclosure proceedings, there shall be a distinction between the types of default hereunder, including an “Ownership Default” and a “Maintenance Default”. The term “Ownership Default” means the failure of Homebuyer to perform any action or covenant required by this Restriction related to ownership, owner-occupancy, lien priority, and restrictions on sale and resale of the Property under this Restriction and the City Deed of Trust subject to notice and opportunity to cure provisions set forth herein. A default of any obligation secured by the First Lien shall be a cross-default and also constitute an Ownership Default. The term “Maintenance Default” means the failure of Homebuyer to perform any action or covenant required by this Restriction relating to a “Maintenance Deficiency”, including the ongoing upkeep, maintenance, and use of the Property in decent, safe, sanitary, clean, and neighborly manner subject to notice and opportunity to cure provisions set forth herein (and expressly excluding an Ownership Default).

“Effective Sales Price” shall mean the purchase amount reflected by a monthly payment that is considered to be an “Affordable Housing Cost” based on a formula that is a total monthly housing cost amount of 30% of 75% of AMI for Los Angeles County based on the presumed household size

AFFORDABLE HOUSING RESALE RESTRICTION
Page 3 of 16

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for the Property with consideration of the down payment. The Effective Sales Price is determined per H&S Section 50052.5 and 25 CCR 6910, et seq., which applies a formula rather than actual income and applies to a presumed household size based on number of bedrooms in the housing unit.

"First Lien" means the lien of the institution making the purchase money mortgage loan to Homebuyer for the purchase of the Property.

"Homebuyer" means the person or persons set forth in the first paragraph of this Restriction, and their successors and assigns.

"Legal Description" means the legal description of the Property which is attached hereto as Exhibit A and incorporated herein.

"Low Income" or "Lower Income Households" means a lower income household as defined in H&S Code Sections 50093 and 50079.5 and shall include those person(s) or households with total combined gross household income that does not exceed eighty percent (80%) of AMI. Income limits for each and all California counties are published by the California Department of Housing and Community Development and are adjusted annually. Gross household income shall be calculated in accordance with Section 6914 of Title 25 of the Regulations; provided, however, that each prospective Buyer shall be subject to a liquid asset limitation of $25,000 or as otherwise established by the Program or approved by the City Manager. The term "Low Income Household" shall also include very low income households, as defined in H&S Code Section 50105, and extremely low income households, as defined in H&S Code Section 50106.

(a) Determination of Liquid Assets. In determining the foregoing, liquid assets include assets such as, but not limited to:

(i) Cash on hand including funds in safety deposit boxes or held by others including family members;

(ii) Cash deposited in bank accounts, savings accounts, money market fund accounts, and similar type accounts;

(iii) Value of mutual funds, stocks, bonds, savings certificates, and other investment accounts;

(iv) Interest and dividends;

(v) Value of trusts available to the household;

(vi) Government disbursements such as social security payments;

(vii) Any payments or disbursements such as from annuities, retirement accounts, inheritances, lottery winnings, capital gains, insurance settlements, etc.;

(viii) Lump sum receipts such as from inheritances, lottery winnings, capital gains, insurance settlements, etc; and

(ix) Cash gifts to the applicant or the proceeds from gifts in lieu of cash to the applicant.
Excluded from liquid assets are: Monies in retirement accounts, such as the principal and/or interest of annuities, IRAs, 401(k) or Keogh plans, that are not periodically disbursed; provided, however, that any hardship or other non-periodic payments, disbursements, or withdrawals, including in the form of a loan, from any of the foregoing type accounts, or any other accounts, permitted to be used for the purchase of housing shall be considered a liquid asset.

"Notice of Intent to Transfer" means the Notice of Intent to Transfer attached hereto as Exhibit B-1 and incorporated herein by reference.

"Notice of Proposed Transfer" means the Notice of Proposed Transfer attached hereto as Exhibit B-2 and incorporated herein by reference.

"Permitted Transfer" means any Transfer which is permitted pursuant to Section 4 hereof.

"Prohibited Transfer" means any Transfer which is not permitted pursuant to Section 4 hereof.

"Property" means that certain real property located at the street address set forth in Recital A and legally described in the Legal Description.

"Purchase Agreement" means that certain agreement pursuant to which Homebuyer has agreed to purchase the Property from the Developer.

"Reimbursement Agreement" means the Reimbursement Agreement to be executed by Homebuyer in favor of City, in the form attached hereto as Exhibit D and incorporated herein.

"Reimbursement Agreement Deed of Trust" means the deed of trust to be executed by Homebuyer in favor of City, in the form attached to the Reimbursement Agreement as Exhibit B and incorporated herein.

"Request for Approval of Proposed Transferee" means the Request for Approval of Proposed Transferee attached hereto as Exhibit B and incorporated herein.

"Request for Notice" means the Request for Notice of Default attached hereto as Exhibit C and incorporated herein.

"Restriction" means this Affordable Housing Resale Restriction.

"Sales Price" means the sum to be paid by a Transferee for the Transfer of the Property.

"Transfer" means any sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the Property. Without limiting the generality of the foregoing, a Transfer shall include: (i) a transfer by devise, inheritance or intestacy to a party who does not meet the definition of a Low Income Household; (ii) a life estate; (iii) creation of a joint tenancy interest; (iv) a gift of all or any portion of the Property; or (v) any voluntary conveyance of the Property. Transfer shall not include transfer to a spouse in a dissolution proceeding.

"Transferee" means any natural person or entity who obtains ownership or possessory rights in the Property pursuant to a Transfer.
2. **Restrictions on Sales of Property.** Homebuyer covenants and agrees that during the Affordability Period, each subsequent resale of the Property by the then-owner thereof shall be to a Low Income Household at an Affordable Housing Cost, except as set forth herein.

3. **Homebuyer’s Representations and Warranties as to the Sale of the Property to Homebuyer.** Homebuyer represents and warrants to City that the financial and other information which Homebuyer has provided to City with respect to Homebuyer’s income and the purchase price of the Property was true and correct at the time such information was provided, and remains true and correct as of the Date of this Restriction.

4. **Permitted Sales of the Property.** City hereby permits sales of the Property in accordance with the procedures set forth in this Section 4, to proposed Transferees who are Low Income Households and are approved in accordance with this Section 4, provided the Sales Price does not exceed an Affordable Housing Cost to such proposed Transferee (“Permitted Transfers”), except as set forth herein.

4.1 **First Option.** During the Affordability Period, Homebuyer (or Homebuyer’s heirs following the death of Homebuyer) shall notify City, not less than thirty (30) days prior to listing the Property for sale through the multiple listing service or otherwise offering the Property for sale, of Homebuyer’s intention to offer for sale and sell the Property at an Affordable Housing Cost. Such notice shall be provided by delivering a Notice of Intent to Transfer to City. In such event of a proposed sale, City shall first be given the right to purchase the Property at the price and terms determined by Homebuyer but for not more than an Affordable Housing Cost purchase price as determined at such time of proposed sale. City shall have such right and option (“First Option”) for thirty (30) days after City receives notice from Homebuyer, after which, if not exercised, such First Option shall terminate.

4.2 **Second Option.** If City declines to exercise the First Option and Homebuyer is unable to locate an Eligible Person or Family to purchase the Property after offering the Property for sale for a reasonable period (i.e. the Property is placed in a multiple listing for not less than six (6) months, or a shorter period in the event of Homebuyer’s demonstrated hardship approved by City in City’s sole and absolute discretion (including, for example and without limitation, transfer of job location, loss of job, health issues or other unexpected major expenses), Homebuyer may offer the Property to City for purchase again for not more than an Affordable Housing Cost. City shall have such right and option (“Second Option”) for sixty (60) days after City receives notice from Homebuyer, after which, if not exercised, such Second Option shall terminate. If City declines to exercise the Second Option, Homebuyer may sell the Property to any purchaser, provided that Homebuyer shall pay to City the City Loan Amount, the Contingent Equity Participation Amount, and the Housing Trust Fund Contribution upon sale, and the Restriction shall be released.

4.3 **Transfer Procedure.** In the event that Homebuyer delivers a Notice of Intent to Transfer to City, the following procedure shall apply:

(a) **Notice to City.** Homebuyer shall send the Notice of Intent to Transfer to City at the address set forth in Section 25 hereof, thereby triggering the First Option.

(b) **Qualification of Proposed Transferee.** In the event that City declines to exercise the First Option, Homebuyer shall send the Notice of Proposed Transfer to City at the address set forth in Section 25 hereof in order to provide City with sufficient information, including without limitation, a certification as to the income and family size of the proposed Transferee, for City
to determine if the proposed Transferee is a Low Income Household and the purchase price is at an Affordable Housing Cost. In the event that City declines to exercise the First Option and Homebuyer is unable to locate an Eligible Person or Family to purchase the Property after offering the Property for sale on the terms set forth in Section 4.2 hereof, Homebuyer shall send a second Notice of Intent to Transfer to City at the address set forth in Section 25 hereof, thereby triggering the Second Option. If City declines to exercise the Second Option, the proposed Transferee shall provide City with such information as City may reasonably request.

(c) Certificates from Parties. The owner and proposed Transferee each shall certify in writing, in a form acceptable to City, that the Transfer shall be closed in accordance with, and only with, the terms of the sales contract and other documents submitted to and approved by City and that all consideration delivered by the proposed Transferee to owner has been fully disclosed to City. The written certificate shall also include a provision that in the event a Transfer is made in violation of the terms of this Restriction or false or misleading statements are made in any documents or certificate submitted to City for its approval of the Transfer, City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sales contract and/or declare the sale void notwithstanding the fact that the Transfer may have closed and become final as between owner and its transferee.

(d) Written Consent of City Required Before Transfer. During the Affordability Period, the Property, and any interest therein, shall not be conveyed by any Transfer except with the express written consent of City, which consent shall be given only if the Transfer is in accordance with the provisions of this Section 4. This provision shall not prohibit the encumbering of title for the sole purpose of securing financing of the purchase price of the Property.

(e) Notice of Prohibited Transfer. Within twenty (20) days after receiving notification of a proposed Transfer in accordance with Section 4.3(a), City shall determine and give notice to Homebuyer as to whether the proposed Transfer is a Permitted Transfer or Prohibited Transfer. In the event that the proposed Transfer is a Prohibited Transfer, such notice to Homebuyer shall specify the nature of the Prohibited Transfer. If the violation is not corrected to the satisfaction of City within ten (10) days after the date of the notice, or within such further time as City determines is necessary to correct the violation, City may declare a default under this Restriction. Upon the declaration of a default, City may apply to a court of competent jurisdiction for specific performance of this Restriction, for an injunction prohibiting a proposed sale or Transfer in violation of this Restriction, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate.

(f) Delivery of Documents. Upon the close of the proposed Transfer, Homebuyer and Transferee, as applicable, shall provide City with a copy of the final sales contract, settlement statement, escrow instructions, all certificates required by this Section 4 and any other documents which City may request.

5. Encumbrances.

(a) Subordination. Except as provided otherwise herein, the provisions of the Agreement, this Restriction, and the City Deed of Trust and Rider, the obligations herein and therein, shall be subordinate only to the First Lien on the Property held by Lender and, if applicable, Other Loan(s) as approved by the City Manager, including lien instruments that secure other homebuyer purchase money and/or down payment assistance, including without limitation Federal, State of
California, or local affordable housing programs such as Housing Enabled by Local Partnerships (HELP), Building Equity and Growth in Neighborhoods (BEGIN), American Dream Down Initiative (ADDI), CallHome Program, and CalHFA mortgage funding, which liens shall not impair the rights of Lender, or Lender’s assignee or successor in interest or City, if applicable, to exercise their remedies under the First Lien in the event of default under the First Lien by Homebuyer. Such remedies under the First Lien include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. If title to the Property is transferred by foreclosure or acceptance of a deed in lieu of foreclosure, or assignment of the First Lien to the Secretary of the Department of Housing and Urban Housing Development (pursuant to Federal programs or regulations), this Restriction, the Reimbursement Agreement Deed of Trust, the Agreement and the City Deed of Trust shall be automatically terminated and shall have no further effect as to the Property or any transferee thereafter.

The covenants of this Restriction, the Reimbursement Agreement Deed of Trust and the Agreement shall run with the land during the Affordability Period only and shall be subordinate only to the First Lien for the Property, and, if applicable, Other Loans approved by the City Manager, and shall be secured by the City Deed of Trust securing the City Loan, and other financing documents which secure the financing approved by City pursuant to the Agreement, including but not limited to the Reimbursement Agreement Deed of Trust. The City Manager, or his/her designee, is hereby authorized to execute such subordination agreement(s) and/or such other document(s) as may be reasonably necessary to evidence such subordination, provided that such subordination agreement(s) contain(s) written commitments that City Manager, or his/her designee, finds are reasonably designed to protect City’s investment in the event of default, such as any of the following: (a) a right of City to cure a default on the loan prior to foreclosure; (b) a right of City to negotiate with the lender after notice of default from the lender and prior to foreclosure; (c) an agreement that if prior to foreclosure of the loan, City takes title to the Property and cures the default on the loan, the lender will not exercise any right it may have to accelerate the loan by reason of the transfer of title to City; and (d) a right of City to purchase the Property from Homebuyer at any time after a default on the loan. City staff reserves the right to request all documents such as an appraisal and disclosure statement which it deems necessary to review subordination requests.

In no event shall this Restriction, the Reimbursement Agreement Deed of Trust, the Agreement, and the City Deed of Trust, be subordinate to any First Lien on the Property securing a loan with provisions which allow negative amortization, or to refinancing of the lien of the First Lien: (i) for a loan amount in excess of the sum of (A) the original loan balance secured by the First Lien and (B) loan closing costs or (ii) for purposes other than (A) funding improvements to the Property, (B) enabling Homebuyer to deal with hardships approved by City in City’s sole and absolute discretion, including, for example and without limitation, transfer of job location, loss of job, health issues, the death of an occupant of the Property or other unexpected major expenses, or (C) lowering the interest rate with respect to the loan secured by the First Lien without withdrawal of cash therefrom.

(b) Request for Notice of Default. City may cause a Request for Notice to be recorded on the Property subsequent to the recordation of the First Lien deed of trust or mortgage requesting a statutory notice of default as set forth in California Civil Code Section 2924b. A form of a Request for Notice is attached hereto as Exhibit C and incorporated herein.

(c) Further Encumbrances. Homebuyer agrees that it shall not record or cause the recordation of any deed of trust ("Further Encumbrance") against the Property except as permitted under the Homebuyer Loan Agreement.

AFFORDABLE HOUSING RESALE RESTRICTION
Page 8 of 16
6. Reimbursement Agreement. Homebuyer and City shall enter into a Reimbursement Agreement, substantially in the form attached hereto as Exhibit D and incorporated herein, which provides that City may make payments to cure a default or delinquency on the First Lien, on the condition that Homebuyer agrees to reimburse City for any payments made to cure a default or delinquency on the First Lien. Homebuyer’s repayment obligations pursuant to the Reimbursement Agreement shall be secured by a subordinate Reimbursement Agreement Deed of Trust which encumbers the Property. In the event that Homebuyer refinances the First Lien, Homebuyer and City shall enter into an amendment to the Reimbursement Agreement or a new Reimbursement Agreement. The Transferee of the Property and City shall also enter into a new Reimbursement Agreement upon the Transfer of the Property. City shall execute such subordination agreements as may be reasonably requested by the holder of a First Lien.

7. Uses. Homebuyer covenants and agrees to devote, use and maintain the Property in accordance with this Restriction. All uses conducted on the Property, including, without limitation, all activities undertaken by Homebuyer pursuant to this Restriction, shall conform to all applicable provisions of the El Segundo Municipal Code, and the recorded documents pertaining to and running with the Property.

8. Nondiscrimination Covenants. Homebuyer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Homebuyer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

10. Maintenance of Property. In implementation of Section 6 of the Agreement and in furtherance thereof, Homebuyer shall maintain the improvements and landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property, in accordance with the El Segundo Municipal Code. Homebuyer also agrees to comply with all applicable Federal, state and local laws.

(a) Exterior Maintenance. Except as to be maintained by the homeowners’ association, as applicable, all exterior, painted surfaces of any structures located on the Property shall be maintained at all times in a clean and good condition. Any such defacing marks shall be cleaned or removed within a reasonable period of time.

(b) Front and Side Exteriors. Except as to be maintained by the homeowners’ association, as applicable, Homebuyer shall at all times maintain the front exterior, any visible side exteriors, and yards, if any, in a clean, safe and presentable manner.

(c) Graffiti Removal. All graffiti and defacement of any type, including but not limited to marks, words and pictures, shall be promptly removed from the Property within two (2) days of the time they were made and any necessary painting or repair completed in a timely and expeditious manner after notice thereof, whichever is less.

(d) No Nuisance. Homebuyer shall not maintain, cause to be maintained, or allow to be maintained on or about the Property any public or private nuisance, including without
limitation, the conduct of criminal activities set forth in the nuisance abatement provisions of the Uniform Controlled Substances Act (Health & Safety Code Sections 11570, et seq.) or the Street Terrorism Enforcement and Prevention Act (Penal Code Sections 186.22 et seq.), or any successor statute or law.

11. **Occupancy Standards.** The Property shall be used as the principal personal residence of Homebuyer and Homebuyer’s household and for no other purpose. Homebuyer shall not enter into an agreement for the rental or lease of the Property or any part or portion thereof. Homebuyer may request a temporary waiver of the foregoing requirement in the event of extreme hardship requiring Homebuyer to move to another geographical area or to less expensive housing, including, for example and without limitation, transfer of job location, loss of job, health issues, the death of an occupant of the Property or unexpected major expenses. City may: (a) approve or disapprove such request in its sole discretion; (b) require as a condition of approval that Homebuyer only rent the Property to Eligible Persons and Families at a maximum rent limit (as defined in Section 50053 of the California Health & Safety Code); and/or (c) place other reasonable conditions on such temporary authorization for non-owner occupancy. City acknowledges that the Housing Quality Standard (HQS) occupancy standard (as defined under Federal law) is occupancy by two (2) persons per living and sleeping area. Homebuyer shall, upon demand by City, submit to City an affidavit of occupancy verifying Homebuyer’s compliance with this Section 11. Such affidavit may be required by City on an annual basis or as otherwise reasonably requested by City from Homebuyer.

12. **Effect of Violation of the Terms and Provisions of this Restriction.**

(a) **In General.** The covenants established in this Restriction shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, its successors and assigns, as to those covenants which are for its benefit. The covenants contained in this Restriction shall remain in effect for the Affordability Period. The covenants against discrimination shall remain in effect in perpetuity. City is deemed the beneficiary of the terms and provisions of this Restriction and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Restriction and the covenants running with the land have been provided. This Restriction and the covenants herein shall run in favor of City, without regard to whether City has been, remains or is an owner of any land or interest therein in the Property. City shall have the right, if the Restriction or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Restriction and covenants may be entitled.

(b) **Acceleration.** The whole of the Note Amount, the Contingent Equity Participation Amount, as described in Section 13 hereof, the Housing Trust Fund Contribution and all other payments due under the City Loan shall become due and immediately payable to City by Homebuyer upon the occurrence of any one of the following events of acceleration:

(i) Homebuyer makes a Prohibited Transfer of title to or any interest in the Property in violation of this Restriction;

(ii) Homebuyer refinances the First Lien or any other lien permitted under the Homebuyer Loan Agreement to which the City Loan is subordinate: (A) for a loan amount in excess of the sum of (I) the original loan balance secured by the First Lien and (II) loan closing costs or (B) for purposes other than (I) funding improvements to the Property, (II) enabling Homebuyer to deal

**AFFORDABLE HOUSING RESALE RESTRICTION**
Page 10 of 16
with hardships approved by City in City’s sole and absolute discretion, including, for example and
without limitation, transfer of job location, loss of job, health issues, the death of an occupant of the
Property or other unexpected major expenses, or (III) lowering the interest rate with respect to the loan
secured by the First Lien without withdrawal of cash therefrom;

(iii) Homebuyer fails to occupy the Property as Homebuyer’s principal
residence pursuant to Section 11 hereof or is in default of any other obligation under this Restriction
or the Agreement; or

(iv) Homebuyer has an Ownership Default violating any affordable housing
terms or provisions of this Restriction.

At the request of Homebuyer, and for a specific occasion, City may, in its sole and absolute
discretion, in writing waive the requirements of this Section 12(b) and defer repayment and/or extend
the term of the Note. Any waiver or deferment shall be on a case-by-case basis and subject to the
conditions and timing directed by the City Manager and no future rights for waiver or deferment shall
arise or be implied. Notwithstanding the foregoing, Homebuyer may, upon prior written approval by
City, refinance the First Lien for a loan amount equal to or less than the sum of the original loan balance
secured by the First Lien and loan closing costs for the purpose of financing improvements to the
Property, enabling Homebuyer to deal with hardships, including, for example and without limitation,
transfer of job location, loss of job, health issues, the death of an occupant of the Property or other
unexpected major expenses or lowering the interest rate with respect to the First Lien without
withdrawal of cash therefrom.

13. Contingent Equity Participation Amount.

13.1 Circumstances when Contingent Equity Participation Amount Due.

(a) Unauthorized Sale of Property or Event of Acceleration.
If: (i) Homebuyer sells the Property to an Eligible Person or Family during the Affordability Period in
conformity with Section 4 hereof and such Eligible Person or Family does not enter into its own
Homebuyer Loan Agreement; or (ii) an Event of Acceleration occurs as described in Section 12(b)
above, then the full Note Amount is due and payable and the Restriction shall not be released and
Homebuyer shall pay to City the whole of the City Loan Amount, the Contingent Equity Participation
Amount, as hereinafter described, and the Housing Trust Fund Contribution.

(b) New Homebuyer Loan Agreement for Eligible Person or Family.
If Homebuyer sells the Property to an Eligible Person or Family during the Affordability Period in
conformity with Section 4 hereof and such Eligible Person or Family pursuant to the Program enters
into its own Homebuyer Loan Agreement, then the City Loan Amount shall be forgiven and
Homebuyer shall pay to City only the Contingent Equity Participation Amount and the Housing Trust
Fund Contribution.

13.2 Calculation and Payment Due of Contingent Equity Participation
Amount. The “Contingent Equity Participation Amount” means an amount equal to a 50% share of
the equity appreciation of the Property less deductions for the original Homebuyer’s down payment,
pay down of principal, and amount payable or paid for the Housing Trust Fund Contribution. As used
herein, the term “equity appreciation” shall mean the difference between the Effective Sales Price paid
by Homebuyer and the new affordable Effective Sales Price for the prospective new Buyer pursuant

AFFORDABLE HOUSING RESALE RESTRICTION
Page 11 of 16
to its own Homebuyer Loan Agreement. If this calculation results in zero ($0) or a negative number, e.g., the new affordable Effective Sales Price is less than the prior affordable Effective Sales Price, then no Contingent Equity Participation Amount is due, but the City Loan Amount shall be reset for the prospective new Buyer pursuant to such Buyer’s Homebuyer Loan Agreement. An example only of a Contingent Equity Participation Amount calculation is as follows:

<table>
<thead>
<tr>
<th>Three Bedroom Property resold</th>
<th>New Effective Sales Price</th>
<th>$388,250</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior Effective Sales Price</td>
<td>$321,730</td>
<td></td>
</tr>
<tr>
<td>Difference</td>
<td>$ 66,520</td>
<td></td>
</tr>
<tr>
<td>Contribution (5% AMI)</td>
<td>$ 3,326</td>
<td></td>
</tr>
<tr>
<td>Net Equity for Participation</td>
<td>$ 63,194</td>
<td></td>
</tr>
<tr>
<td>50% of Equity if any</td>
<td>$31,597</td>
<td></td>
</tr>
<tr>
<td>plus Housing Trust Fund Contrib.</td>
<td>$3,326</td>
<td></td>
</tr>
<tr>
<td>Net Payment Due at Closing</td>
<td>$ 34,923</td>
<td></td>
</tr>
</tbody>
</table>

13.3 No Appreciation or Depreciation in Value of Property. Notwithstanding any other provision of this Restriction, if the Property has not appreciated or the value of the Property has depreciated (i.e., the new Effective Sales Price is less than prior/original Effective Sales Price) at a time when: (a) Homebuyer sells the Property to a qualified Low Income Household during the Affordability Period in conformity with Section 4 hereof; or (b) an Event of Acceleration occurs, then no Contingent Equity Participation Amount is due by Homebuyer to City.

13.4 Credit to Homebuyer for Cash Paid into Property. Notwithstanding the foregoing provisions of this Section 13, calculation of the Contingent Equity Participation Amount is subject to a superior right of Homebuyer to receive credit in calculation of the Effective Sales Price for money paid by Homebuyer at closing and post-acquisition during the term of Homebuyer’s ownership of the Property for: (a) Homebuyer’s down payment toward the Effective Sales Price; and (b) the principal pay down amount, if any, by Homebuyer on any loan secured by a First Lien on the Property; provided, however, that if Homebuyer sells the Property during the Affordability Period, Homebuyer shall not receive credit in calculation of the Effective Sales Price for upgrades or capital improvements that Homebuyer undertakes with respect to the Property, if any.

13.5 Determination of Actual Sales Price; Appraisal.

(a) Upon Sale of the Property. In the event of: (i) a proposed sale of the Property to an Eligible Person or Family during the Affordability Period in conformity with the Program and Section 4 hereof; or (ii) a proposed sale of the Property by Homebuyer that does not conform to Section 4 hereof, and not less than thirty (30) days after City receives actual notice of the opening of escrow in connection therewith, City may elect to appoint a certified, independent appraiser to conduct an appraisal of the Property, at Homebuyer’s expense, to assist City in determining if the proposed Actual Sales Price is at or near the fair market value of the Property at such time. If the Actual Sales Price is determined by the appraisal to be three percent (3%) or more below the fair market value of the Property as estimated in said appraisal, then the Actual Sales Price for purposes of determining the Contingent Equity Participation Amount shall be the fair market value of the Property established in said appraisal.

(b) Upon Refinancing/Failure to Occupy/Default. In the event of refinancing, failure to occupy the Property in accordance with Section 11 hereof, or default or breach
of any provision of this Restriction that causes an Event of Acceleration and the Note Amount to become immediately due and payable, the “Effective Sales Price” for purposes of determining the Contingent Equity Participation Amount shall be calculated based on determination and calculation of an Affordable Housing Cost as of the time of such refinancing, failure to occupy, or default or breach of this Agreement.

13.6 Homebuyer’s Acknowledgment of Contingent Equity Participation Amount.

HOMEBUYER ACKNOWLEDGES AND AGREES THAT UPON: (A) SALE OR TRANSFER OF THE PROPERTY TO A QUALIFIED LOW INCOME HOUSEHOLD DURING THE AFFORDABILITY PERIOD IN CONFORMITY WITH SECTION 4 HEREOF; OR (B) SALE, TRANSFER OR REFINANCING OF THE PROPERTY THAT DOES NOT COMPLY WITH SECTION 4 HEREOF WHICH IS A DEFAULT AND CAUSES AN EVENT OF ACCELERATION, HOMEBUYER SHALL PAY TO CITY, IN ADDITION TO THE CITY LOAN AMOUNT, A CONTINGENT EQUITY PARTICIPATION AMOUNT EQUAL TO A PERCENTAGE SHARE OF THE APPRECIATION OF THE PROPERTY AS CALCULATED PURSUANT TO THIS SECTION 13.

HOMEBUYER’S INITIALS:  

14. Housing Trust Fund Contribution. Upon the closing of each and all escrows in connection with any subsequent sale of the Property (i.e., each sale after the initial sale) each Homebuyer, including the undersigned Homebuyer, shall pay an amount equal to five percent (5%) of AMI appropriate for the presumed family size as an administrative and monitoring contribution (“Housing Trust Fund Contribution”); provided, however, that the Housing Trust Fund Contribution shall not be due if no Contingent Equity Participation Amount is due under Section 13 hereof, e.g., the new affordable Effective Sales Price is less than the prior affordable Effective Sales Price. The Housing Trust Fund Contribution shall be payment to City for the ongoing administration of the Program and shall be a part of the Note Amount due from Homebuyer.

(a) An example of calculation of a Housing Trust Fund Contribution is as follows and using 2016 AMI figures from the California Department of Housing and Community Development for a three bedroom unit with presumed household size of four, 5% AMI equals the following: 100% AMI ($86,100 LA) x 5% = $4,305.

15. Compliance with Laws; Governing Law. Homebuyer hereby agrees to comply with all ordinances, rules, and regulations of City. Nothing herein is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule, or regulation. This declaration shall be governed by the laws of the State of California. Any legal action brought under this declaration must be instituted in the Superior Court of the County of Los Angeles, State of California, or in the Federal District Court in the Central District of California.

16. Indemnification. Homebuyer shall pay for, defend, indemnify and hold harmless the City of El Segundo and its respective officers, officials, agents, employees, representatives, and volunteers from and against any loss, liability, claim, or judgment relating in any manner to

AFFORDABLE HOUSING RESALE RESTRICTION
Page 13 of 16
Homebuyer's use of the Property or Homebuyer's violation of this Restriction. Homebuyer shall remain fully obligated for the payment of taxes, liens and assessments related to the Property. There shall be no reduction in taxes for Homebuyer, nor any transfer of responsibility to City to make such payments, by virtue of this Restriction; provided, however, that the County of Los Angeles Assessor and Tax Collector shall take into consideration the 20-year Restriction and the Affordability Period in determining the assessed value of the Property.

17. Insurance. Homebuyer shall maintain, during the term of this Restriction, an all-risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on the Property. The policy shall name City as loss payee and shall contain a statement of obligation on behalf of the carrier to notify City of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Homebuyer shall transmit a copy of the certificate of insurance to City within thirty (30) days of the effective date of this Restriction, and upon request by City, Homebuyer shall transmit to City further copies of the certificate of insurance and a loss payee endorsement, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. Copies of the certificate of insurance and a loss payee endorsement shall be transmitted to City at the address set forth in Section 25 hereof. Any certificate of insurance must be in a form, content and with companies approved by City.

18. Defaults. Failure or delay by either party to perform any term or provision of this Restriction which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Restriction; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

19. Non-Waiver. Failure to exercise any right City may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

20. Further Assurances. Homebuyer shall execute any further documents consistent with the terms of this Restriction, including documents in recordable form, as City shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Restriction.

21. Governing Law. Homebuyer hereby agrees to comply with all ordinances, rules and regulations of City. Nothing in this Restriction is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule or regulation. This Restriction shall be governed by the laws of the State of California. Any legal action brought under this Restriction must be instituted in the Superior Court of the County of Los Angeles, State of California, or in the Federal District Court in the Central District of California in Los Angeles County.
22. Amendment of Restriction. No modification, rescission, waiver, release or amendment of any provision of this Restriction shall be made except by a written agreement executed by Homebuyer and City.

23. City May Assign. City may, at its option, assign its rights hereunder without obtaining the consent of Homebuyer.

24. Homebuyer Assignment Prohibited. In no event shall Homebuyer assign or transfer any portion of this Restriction without the prior express written consent of City, which consent shall be given by City only in the event that City determines that the assignee or transferee is a Low Income Household, that the assignee’s or transferee’s monthly housing payments are at an Affordable Housing Cost, except as otherwise provided herein, and that the assignee or transferee has expressly assumed this Restriction by execution of a written assignment document to be provided by City. This section shall not affect or diminish City’s right to assign all or any portion of its rights hereunder.

25. Notices. Any notices, requests or approvals given under this Restriction from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Homebuyer:

_________________________
_________________________

To City:

City of El Segundo
350 Main Street
El Segundo, California 90245
Attention: City Manager and Community Development Director

Either party may change its address for notice by giving written notice thereof to the other party.

26. Attorneys’ Fees and Costs. In the event that any action is instituted to enforce payment or performance under this Restriction, the parties agree the non-prevailing party shall be responsible for and shall pay all costs and all attorneys’ fees incurred by the prevailing party in enforcing this Restriction.

27. Entire Agreement. This Restriction, together with the Agreement and all attachments thereto and hereto, constitutes the entire understanding and agreement of the parties. This Restriction integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between City and Homebuyer concerning all or any part of the subject matter of this Restriction.
IN WITNESS WHEREOF, the parties have executed this Affordable Housing Resale Restriction as of the date set forth above.

HOMEBUYER:

By: ________________________________

Printed Name: ________________________

By: ________________________________

Printed Name: ________________________

CITY:

CITY OF EL SEGUNDO,
a California municipal corporation

By: ________________________________

Its: ________________________________

ATTEST:

__________________________________
City Clerk
EXHIBIT A TO AFFORDABLE HOUSING RESALE RESTRICTION

LEGAL DESCRIPTION OF PROPERTY

[to be inserted]
EXHIBIT B-1 TO AFFORDABLE HOUSING RESALE RESTRICTION

NOTICE OF INTENT TO TRANSFER

NOTICE OF INTENT TO TRANSFER MUST BE DELIVERED TO THE CITY OF EL SEGUNDO PRIOR TO PROCEEDING WITH ANY TRANSFER OF THE PROPERTY.

From: ____________________________________________ ("Homebuyer")

To: City of El Segundo
    350 Main Street
    El Segundo, California 90245
    Attention: City Manager and Community Development Director

Re: ____________________________________________ (street address)
    El Segundo, California ("Property")

Circle appropriate words: Homebuyer desires to [sell, convey, transfer by inheritance or devise, lease, gift, otherwise transfer] the Property.

If City has a program to help locate a Low Income purchaser, does Homebuyer want City to help look for a Low Income purchaser to buy the Property?

Yes: _______ No: _______

Date ____________

Signature of Homebuyer

(______) ____________

daytime telephone number of Homebuyer
EXHIBIT B-2 TO AFFORDABLE HOUSING RESALE RESTRICTION

NOTICE OF PROPOSED TRANSFER

NOTICE OF PROPOSED TRANSFER MUST BE DELIVERED TO THE CITY OF EL SEGUNDO PRIOR TO PROCEEDING WITH ANY TRANSFER OF THE PROPERTY.

From: ___________________________________________ ("Homebuyer")

To: City of El Segundo
350 Main Street
El Segundo, California 90245
Attention: City Manager and Community Development Director

Re: ___________________________________________ (street address)
    El Segundo, California ("Property")

Homebuyer has previously delivered a Notice of Intent to Transfer to City on ________.

Check the appropriate box:

___ Thirty (30) days have passed since City’s receipt of the Notice of Intent to Transfer and Homebuyer has received no response from City.

___ City has notified Homebuyer on ________ that it declines to purchase the Property.

Circle appropriate words: Homebuyer desires to [sell, convey, transfer by inheritance or devise, lease, gift, otherwise transfer] the Property.

Proposed Transferee: ___________________________________________

Income of Proposed Transferee: ______________________________________

Household Size of Proposed Transferee: _____________________________

Proposed Transfer Price: _________________________________________

Date ________________

Signature of Homebuyer

(_____) __________________
daytime telephone number of Homebuyer

Exhibit B-2 to Affordable Housing Resale Restriction
NOTICE OF PROPOSED TRANSFER

117
EXHIBIT C TO AFFORDABLE HOUSING RESALE RESTRICTION

REQUEST FOR NOTICE UNDER CIVIL CODE SECTION 2924b

[to be inserted]
EXHIBIT D TO AFFORDABLE HOUSING RESALE RESTRICTION

REIMBURSEMENT AGREEMENT

[to be inserted]
STATE OF CALIFORNIA
COUNTY OF ___________________  
                                      )  ss.

On ______________ before me, ________________________________, Notary Public, 
personally appeared ________________________________, who proved 
to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the 
within instrument and acknowledged to me that he/she/they executed the same in his/her/their 
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the 
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing 
paragraph is true and correct.

WITNESS my hand and official seal

________________________________________
SIGNATURE OF NOTARY PUBLIC
STATE OF CALIFORNIA

COUNTY OF ______________________

On ________________ before me, ___________________________________, Notary Public, personally appeared ________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

________________________________________
SIGNATURE OF NOTARY PUBLIC
STATE OF CALIFORNIA )
COUNTY OF ______________________ ) ss.

On __________________ before me, ____________________________, Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

____________________________________
SIGNATURE OF NOTARY PUBLIC
EXHIBIT “D”

AFFORDABLE HOUSING UNIT INFORMATION FORM

The undersigned Applicant ("Applicant") desires to purchase that certain real property located at ______________________, El Segundo, CA 90245 (the "Property"). Applicant understands and acknowledges that the current owner of the Property is authorized to sell or transfer the Property only to a Qualified Household at an Affordable Sales Price pursuant to the Affordable Housing Agreement dated ___________ between City and Developer. Accordingly, Applicant certifies the following information to [Owner/City] in order to enable [Owner/City] to verify that Applicant is a Qualified Household and that the Property is being sold at an Affordable Sales Price.

1. The Applicant is:

   Name: ______________________________________
   ______________________________________
   ______________________________________

   Current Address: ______________________________________
   ______________________________________
   ______________________________________

   Telephone Number: ____________________________

2. The terms of the proposed transfer are as follows:

   (a) Sales price: $___________.

   (b) Price of any personal property being sold by the current owner of the Property to Applicant: $___________. (If none, so state.)

   (c) All other amounts of money or other consideration, if any, concerning the Property or any other matter to be paid by Applicant to the current owner: $___________. (If none, so state.)

   (d) Sources of payment of sales price:

      Sales price $__________
      Cash down payment $__________
      1st loan $__________
      2nd loan $__________
      Other (describe) $__________
Total $__________

(e) The financing obtained by Applicant to purchase the Property is as follows:

1st Loan:

Loan amount $__________
Monthly payments: $__________
Interest rate: _________%

If variable interest, describe initial rate and adjustment mechanism:

__________________________

Due date:
Balloon payment amount:
Points and fees:

Lender: ______________________
Lender’s address: ______________________

2nd Loan:

Loan amount: $__________
Monthly payments: $__________
Interest rate: _________%

If variable interest, describe initial rate and adjustment mechanism:

__________________________

Due date:
Balloon payment amount:
Points and fees:

Lender: ______________________
Lender’s address: ______________________
Other Loans: (describe, if none, so state)

(f) The estimated monthly Housing Cost that will be paid by Applicant:

1st loan monthly payment: $____

2nd loan monthly payment: $____

Other loans monthly payment: $____

Taxes and assessments (1/12 of yearly taxes and assessments): $____

Fire and Casualty Insurance and Mortgage Insurance premiums (1/12 of yearly premium): $____

Homeowner’s Association dues: $____

Property Maintenance and Repairs: $____

Utility Allowance (including garbage collection, sewer, water, electricity, and gas, but excluding telephone service): $____

TOTAL: $____

3. Applicant represents, warrants, and covenants the following:

(a) The Property will be Applicant’s principal residence.

(b) The combined estimated annual gross income for all adult members of Applicant’s household for the twelve (12) months following the date this Information Form is being prepared and executed is $____

For purposes of this Affordability Housing Unit Information Form, gross income includes, but is not limited to: (i) the gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses; (ii) the net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion of amortization of capital indebtedness shall not be deducted to determine the net income from a business); (iii) interest and dividends; (iv) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts; (v) payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation, and severance pay (but see below); (vi) public assistance payments (excluding any portion thereof specifically designated for shelter and utilities); (vii) periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; (viii) all regular pay, special pay, and allowances of a member of the
Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see below); (ix) if Applicant has net family assets in excess of $5,000, the actual amount of income, if any, derived from all of the net family assets or 10% of the value of all such assets, whichever is greater (and with the understanding that “net family assets” means the value of equity in real property other than Applicant’s full-time residence, savings, stocks, bonds, and other forms of capital investment, but excluding the value of necessary items such as furniture and automobiles); and (x) gifts received which a cumulative value in excess of $5,000 annually.

The following items shall not be considered as part of gross income: (i) casual, sporadic, or irregular gifts which have a cumulative value in excess of $5,000 annually; (ii) amounts which are specifically for or in reimbursement of the cost of medical expenses; (iii) insurance payments (including payments under health and accident insurance and worker’s compensation), and capital gains and settlement for personal or property losses; (iv) amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment; (v) the special pay to a serviceman head of a family away from home and exposed to hostile fire; (vi) relocation payments made pursuant to federal, state, or local relocation law; (vii) foster child care payments; (viii) the value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible household; and (ix) payments received pursuant to participation in National Volunteer Antipoverty Programs (including VISTA, Service Learning Programs, and Special Volunteer Programs) and National Older American Volunteer Programs for persons aged 60 and over (including Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE), and Active Corps of Executives (ACE)).

4. Applicant’s household consists of the following persons who will reside in the Property:

Adults (18 or over) (name of each):

________________________
________________________

Minors (under 18) (name of each):

________________________
________________________

5. A true and correct copy of the most recent tax return of each adult member of Applicant’s household filed with the U.S. Internal Revenue Service is attached hereto.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

APPLICANT:

Date

Signature

Signature

Print name

Print name

Street address

Telephone

City

State

Zip code
EXHIBIT "E"

DISCLOSURE OF INTEREST STATEMENT

1. Are you or anyone in the household related to an employee of D.R. Horton, Inc., or any of its subsidiaries?
   NO  YES
   If YES, identify who and role? ________________________________

2. Are you or anyone in the household related to an employee or an official of the City of El Segundo?
   NO  YES
   If YES, identify who and role? ________________________________

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

APPLICANT:

Date

Signature
### Jee Engineering

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### Haye Consulting

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CITY COUNCIL STAFF REPORT,
DATED MARCH 6, 2012
AGENDA DESCRIPTION:

Consideration and possible action to open a public hearing and receive testimony to: 1) approve Environmental Assessment No. 890 certifying the Environmental Impact Report (EIR) for the 540 East Imperial Avenue Specific Plan Project including the Mitigation Monitoring and Reporting Program (MMRP); 2) adopt a Statement of Overriding Considerations; and 3) approve General Plan Amendment No. 10-03, Specific Plan No. 10-03, Zone Change No. 10-01, Zone Text Amendment No. 10-06, Development Agreement No. 10-02, Subdivision No. 10-01 for Vesting Tentative Map (VTM) No. 71410 (7 lots) and VTM No. 71582 (31 lots) with conditions. Applicant: El Segundo Unified School District (ESUSD) (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:

1. Open the public hearing;
2. Discussion;
3. Adopt a Resolution certifying the EIR (Environmental Assessment No. EA-890); adopting a Statement of Overriding Considerations (SOC), implementing a Mitigation Monitoring and Reporting Program (MMRP), amending the General Plan (Amendment No. 10-03), and approving Subdivision 10-01 for Vesting Tentative Map (VTM) 71410 and VTM 71582;
4. Introduce, and waive first reading, of Ordinance for Zone Change No. 10-01, Zone Text Amendment No. 10-06, Specific Plan No. 10-03, and Development Agreement No. 10-02;
5. Schedule second reading and adoption of Ordinance on March 20, 2012; and/or,
6. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Draft City Council Resolution and attachments including Mitigation Monitoring and Reporting Program
2. Draft Ordinance and Exhibits including the 540 East Imperial Avenue Specific Plan and the Draft Development Agreement
3. Planning Commission Resolution No. 2714
4. 4th Quarter 2009 LAX Noise Contour Map
5. Airport Land Use Commission Staff Report and Draft Resolution
6. Settlement Agreement Regarding Aviation Easements
7. Draft Declaration of Conditions and Restrictions Affecting Real Property
9. Final EIR and Errata
10. Project Plans

FISCAL IMPACT: N/A

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

ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager
REVIEWED BY: Greg Carpenter, Interim City Manager
APPROVED BY: Greg Carpenter, Interim City Manager

131
I. Introduction

The 5.65-acre 540 East Imperial Avenue site is comprised of six lots and is currently improved with the Imperial Avenue Elementary School. The site is currently zoned Planned Residential Development (PRD) and is consistent with the current General Plan Land Use Designation of PRD. The PRD Zone limits development to a specific number of residential dwelling units: 29 single-family units and 36 multi-family units. The now unoccupied elementary school was built in 1956. Due to the decline in enrollment in the El Segundo Unified School District (ESUSD), the school campus was closed in 1975. In 1984, it was used as an employee training facility for the Hughes Aircraft Company. In 1997, the school campus was re-opened under a lease to the Los Angeles Unified School District (LAUSD) as a special needs school, but was closed again a few years later. The proposed project site is currently owned by the ESUSD. Between March 2008 and May 2009, the ESUSD held a series of meetings to establish the best use of the property and decided on a plan to re-entitle the site for lease or sale and to develop the property with a new use.

Between June 2010 and August 2010, two informational community/neighborhood meetings were held to introduce the concept project and to give residents the opportunity to participate in the preliminary development phase. A third public workshop was held on August 12, 2010 before the Planning Commission as an informational item. An application for the project was filed with the City on September 9, 2010.

II. Project Applications

The application includes the following:

1) Environmental Assessment (EA) No. 890 California Environmental Quality Act (CEQA) and State Clearing House (SCH) No. 2011071019. -- An Environmental Impact Report for Environmental Assessment No 890 (540 East Imperial Avenue Specific Plan) is proposed for this project pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) and the CEQA Guidelines. (See Exhibit 9)

2) General Plan Amendment (GPA) No. 10-03 -- Amend the General Plan to Re-designate the project site from Planned Residential Development to the 540 East Imperial Avenue Specific Plan (EIASP). The requested General Plan Amendment will allow for one of two conceptual residential options: Option 1, a Senior Housing Community with a Multi-Family Residential (R-3) component (304 units), or Option 2, a Mixed Residential Development (58 units). The requested designation would allow for the proposed Senior Housing Community with an increased maximum floor area ratio (FAR) of 0.75.

3) Specific Plan (SP) No. 10-03 -- Addition of the 540 East Imperial Avenue Specific Plan (EIASP) for the project site that establishes the development standards within the Specific Plan (See Exhibit 2).

4) Zone Change (ZC) No. 10-01 -- Amend the Zoning Map to rezone the project site from the Planned Residential Development (PRD) Zone to the 540 East Imperial Avenue Specific Plan (EIASP) Zone. The requested rezoning will allow for consistency with the proposed General Plan Amendment.
5) **Zone Text Amendment (ZTA) No. 10-06** – Zone Text Amendment to: 1) delete the Planned Residential (PRD) Zone from ESMC § 15-3-1; 2) add the 540 East Imperial Avenue Specific Plan to ESMC § 15-3-1; 3) add a new ESMC § 15-3-2(A)(7) “540 East Imperial Avenue Specific Plan”; and 4) delete ESMC § 15-4D-1 (Planned Residential Development (PRD) in its entirety.

6) **Development Agreement (DA) No. 10-02** – Approve the Development Agreement to provide public benefits in exchange for development rights (ten-year entitlement with the option for a five year extension) (See Exhibit 2).

7) **SUB 10-01 for Vesting Tentative Map (VTM) No. 71410 (Option 1 -7 lots) or VTM No. 71582 (Option 2 -31 lots)** – A subdivision to allow the division of land from six lots to seven lots under Option 1, or from six lots to 31 lots under Option 2. (See Exhibit 10).

### III. Background

The proposed 540 East Imperial Avenue Specific Plan Project would result in entitlements to develop one of two conceptual project options. Specific Plan Site Plan Option 1 (Option 1) includes a maximum of 150 assisted/independent living units and 150 senior apartments/condominiums (age 55 and older) and four apartments/condominiums. Specific Plan Site Plan Option 2 (Option 2) includes a residential development with a mix of 24 single-family dwelling units and 34 multiple-family dwelling units. The development standards for the apartments/condominiums in Option 1 are designed to be consistent with the Multi-Family Residential (R-3) Zone standards. The development standards for Option 2 are designed to be consistent with the Single-Family Residential (R-1) Zone standards and the Multi-Family Residential (R-3) Zone standards for the single-family residential uses and the multi-family residential uses respectively. A comparison is provided in Table 1.

### Table 1

**East Imperial Avenue Specific Plan Option Comparison**

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<thead>
<tr>
<th>Project Item</th>
<th>Option 1</th>
<th>Option 2</th>
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<tbody>
<tr>
<td><strong>Project Description</strong></td>
<td>Construct a three-story, 150 unit Assisted/Independent Living Complex and 150 Senior Apartments/Condominiums with 4 market Apartment/Condominiums</td>
<td>Construct 34 Multi-Family Dwelling Units and 24 Single-Family Dwelling Units</td>
</tr>
<tr>
<td><strong>Parcel Size</strong></td>
<td>5.65 acres</td>
<td>5.65 acres</td>
</tr>
<tr>
<td><strong>Maximum Floor Area Ratio (FAR)</strong></td>
<td>0.75:1</td>
<td>0.53:1 for Single-Family</td>
</tr>
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</table>

For Multi-Family:
1 DU/1613 square feet of lot area on property 15,000 square feet or less. A fraction of a lot greater than 1,075 square feet will allow...
| Setbacks                               | Front Along East Imperial Ave: 20-foot minimum  | For Single-Family: In accordance with ESMC Chapter 15-4A.  
|                                        | Side: 40 foot minimum                           | For Multi-Family: In accordance with ESMC Chapter 15-4B.  
|                                        | Rear: 40 foot minimum between the southern side of the Specific Plan area and the R-3 uses to the south |
| Minimum Lot Size                       | 15,000 square feet                              | Single-Family: 5,000 gross square feet  
|                                        |                                                | Multi-Family: 7,000 gross square feet.  
| Maximum Building Height                | 35 feet (three stories)                        | 35 feet (Multi-Family)  
|                                        | 45 feet for parapets                           | 26 feet (Single-Family)  
| Common Open Space                      | 54,149                                         | 46,950 |
| Parking                                | 261 spaces                                     | 213 spaces |
| Vesting Tentative Tract Map            | VTM 71410 for 7 lots                           | VTM 71582 for 31 lots |
| Public Benefit                         | LEED Certified project. A 15 percent housing set aside for affordable units. | LEED Certified project. A 10 percent housing set aside for affordable units. |

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
Site Description

The project site is bordered by East Imperial Avenue to the north, multiple-family residential uses to the east, multiple-family residential uses and East Walnut Avenue to the south, and single-family residential uses and a mortuary to the west. The project site is 0.15 mile south of the Los Angeles International Airport (LAX). The project site is also located approximately 0.8 mile west of Sepulveda Boulevard.

Site topography is varied with an overall slope from northeast to southwest of roughly five percent. The site is currently developed with eight single-story brick structures (totaling 22,488 square-feet) that at one time served as administrative offices and classrooms for the former Imperial Avenue Elementary School. Existing structures on site extend from the northern to the southern portion of the site, along the eastern property line. A 0.50 acre baseball field, currently utilized for little league baseball on weekends, is also located on the site.

Surrounding Land Uses

The adjacent area is surrounded primarily with single-family and multi-family residential uses. Additionally, there is a mortuary immediately adjacent to the site at the northeast corner of Sheldon Avenue and East Imperial Avenue. The surrounding uses at the project site are as described in Table 2:
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<tr>
<th>Direction</th>
<th>Land Use</th>
<th>Zone</th>
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<tr>
<td>North</td>
<td>Imperial Highway, community dog park, and LAX (north of the northern City boundary).</td>
<td>Open Space (O-S)</td>
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<tr>
<td>East</td>
<td>Single-Family and Multi-Family residential uses</td>
<td>R-1 (Single Family Residential) and R-3 (Multi-Family Residential)</td>
</tr>
<tr>
<td>South</td>
<td>Single-Family and Multi-Family residential uses.</td>
<td>R-1 (Single Family Residential) and R-3 (Multi-Family Residential)</td>
</tr>
<tr>
<td>West</td>
<td>Single-Family residential uses and a Mortuary.</td>
<td>R-1 (Single Family Residential) and C-2 Neighborhood Commercial</td>
</tr>
</tbody>
</table>

Access and Parking

Access for Option 1 includes two 2-way driveways along Imperial Avenue to serve the assisted/independent living complex and the senior apartments/condominiums. Upon entering the project site from Imperial Avenue, a total of 14 guest parking spaces would be available along the northeast entry. Drive aisles and 90-degree parking spaces would be located along the perimeter of the project site and between the assisted/independent living complex and senior apartments/condominiums. As proposed, all drive aisles would be 28 feet wide, which would accommodate two-way traffic. A separate driveway would be provided from Walnut Avenue to serve the four condominium units to be located on the southern portion of the project site. No vehicular access would be provided between the senior apartments/condominiums and the four condominiums. An emergency access lane for the assisted/independent living complex portion for Option 1 would be located near the proposed community space area on the eastern portion of the proposed project site.

Off-street parking and loading spaces, including parking for employees and visitors must be provided as follows for Option 1:

**Senior Dwellings (Market Rate):**
- 1 space per studio/1 bedroom units
- 2 spaces per 2 bedroom units

**Senior Dwellings (Affordable):**
- 0.5 space per studio/1 bedroom units
- 1 spaces per 2 bedroom units

**Senior Housing Assisted Living Units (Market Rate):**
- 1 space per 2 units/2 beds
Senior Housing Assisted Living Units (Affordable):
- 1 space per 3 units/3 beds

Option 2 includes one 26-foot-wide two-way driveway along Imperial Avenue to serve the 34 multiple-family residential units. An internal drive aisle would provide access to public parking areas or multiple-family garages. A two-way private street would be provided at the southeast corner of the site, connecting to Walnut Avenue, to provide direct access for the 24 single-family residential units. An internal 36-foot-wide private loop-street would provide access to the private single-family garages. No vehicular access would be provided between the multiple-family residential and the single-family residential uses located on the northern and southern portions of the project site, respectively. Off-street parking and loading spaces for Option 2 must be provided in accordance with ESMC Chapter 15-15 (Single-Family Residential and Multi-Family Residential standards).

Landscaping

Landscaping would include a mix of trees and shrubs/vines and ground cover. Specifically, shade canopy trees of various species would be planted along the access drive aisles, throughout the parking lot, and surrounding the perimeter of the property. Evergreen shrubs and ground cover are proposed to be used for property perimeter areas, building perimeter areas, and used for screening or hedging buildings, the parking lot, and pool area. While the plans are still in concept, the project will be conditioned to meet ESMC required minimums for vehicle use areas, and building and perimeter landscape requirements.

Architecture and LEED Design

The project will be designed with a contemporary architectural style using stucco and siding as the primary building materials with the purpose of being distinct, but compatible with the existing character in the area. The design avoids the appearance of long flat planes through the use of both vertical and horizontal projections and a variety of materials and colors on all building elevations.

Overall, the proposed project will enhance the aesthetic appearance of the site and add more interest to the existing site when viewed from Imperial Avenue.

The project applicant will be required to work with a consultant that specializes in LEED to qualify the project for LEED certification. The building will at a minimum meet the basic LEED certification level or its equivalent.

Affordability Component

The City of El Segundo 2009 Housing Element identified a need for affordable housing to provide for a growing senior population. As envisioned in the Element, based on that need Option 1 would set aside fifteen (15) percent of the total units as affordable units for extremely low, very low, and low income senior households. Fifteen percent of the unit total is 46 units with the allocation of units in each income category provided in Table 3 below. Option 2 would set aside ten (10) percent of the total units as affordable units for extremely low, very low, and low income senior households. Ten percent of the unit total is 6 units (2 units in each
income category as specified in Table 3 below). The set aside amount is characteristic of the 55 and older senior population in the City of El Segundo which (based on the 2000 Census) represents 15.7 percent (2,519) of the total 16,033 population. Based on the Regional Housing Needs Assessment (RHNA), El Segundo is required to provide 168 additional housing units during the current housing cycle (2006-2014). The allocation of the 168 units is broken down into five categories as follows: 22 extremely low income households, 22 very low income households, 27 low income households, 28 moderate income households, and 69 above moderate income households. The City has a total of 43 units that can be credited toward the above moderate income requirements for the current 2006-2014 planning period.

Table 3
Affordability Breakdown at Maximum Development

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<tr>
<th></th>
<th>Option 1 (304 Units Max)</th>
<th>Option 2 (58 Units Max)</th>
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<tbody>
<tr>
<td>Low @ 38% of unit total</td>
<td>18 Units</td>
<td>2 units</td>
</tr>
<tr>
<td>Extremely Low @ 31% of unit total</td>
<td>14 units</td>
<td>2 units</td>
</tr>
<tr>
<td>Very Low @ 31% of unit total</td>
<td>14 units</td>
<td>2 units</td>
</tr>
<tr>
<td>Total Set Aside Amount @ 15% of unit total</td>
<td>46 units</td>
<td>6 units</td>
</tr>
</tbody>
</table>

In Option 2, the affordable units may be split evenly between the single-family and multi-family residential uses or be provided only in the multi-family residential units as proposed in the Specific Plan and Development Agreement. The Developer must still provide 15% set aside for the total number of units constructed for Option 1 and 10% set aside for the total number of units constructed for Option 2 should fewer units than the maximum allowed is constructed.

The Draft Development Agreement (Exhibit 2) includes an exclusion from paying the development impact fees (traffic, police, library, fire, and parks) for the affordable units. Additionally, in an effort to provide a greater opportunity for El Segundo residents to have priority for the affordable units, a condition of approval is proposed that will require the developer to provide a marketing implementation plan that will focus on notification of residents of the availability of the affordable housing and information regarding the requirements and benefits.

General Plan Amendment and Rezoning

The proposed General Plan Amendment and Zone Change would establish the 540 East Imperial Avenue Specific Plan (EIASP) as a new land use district. The EIASP will allow a mix of residential uses and a range of densities at the project site similar to the adjacent mix of land uses.

Specific Plan

A Specific Plan was prepared (see attached Exhibit 2) to allow and encourage development of an assisted living/senior housing project with a multi-family component (Option 1) with a
maximum FAR of 0.75. The Plan would also allow single-family and multi-family residential uses (Option 2) with a maximum lot coverage and maximum density in conformance with the current ESMC Single-Family (R-1), and Multi-Family (R-3) Zone development standards. The Specific Plan will guide the build-out of the project site in a manner that is consistent with City and State policies and standards and ensures that the project is developed in a coordinated manner. The proposed Specific Plan and conceptual project layouts for either Option 1 or Option 2 are consistent with the General Plan.

General Plan Consistency

If the General Plan Amendment is approved, the land use designation for the project site will be 540 East Imperial Avenue Specific Plan. This designation permits senior housing, single-family, and multi-family residential uses as specified in either Option 1 or Option 2. The proposed projects, Option 1 or Option 2, are consistent with the General Plan Goals, Policies and Objectives and the Specific Plan as set forth in detail in the draft Resolution.

Zoning Consistency

If the Zone Change is approved, the zoning designation for the project will be 540 East Imperial Avenue Specific Plan. The Specific Plan would augment the development standards of El Segundo’s zoning regulations. When an issue, condition or situation occurs which is not covered or provided for in the Specific Plan, the zoning regulations that are most applicable to the issue, condition or situation will apply. The proposed conceptual project (Option 1 or Option 2) meets the development standards set forth in the 540 East Imperial Avenue Specific Plan § 4.2 Development Standards.

Development Agreement

The proposed Development Agreement establishes a 10-year duration of the Agreement (see attached Exhibit F). The Development Agreement as drafted allows either the developer or the City to unilaterally extend the Agreement for an additional term of five-years. Typical recent Development Agreements approved by the City, including the Agreements for Plaza El Segundo, Campus El Segundo, and the Cambria Suites Hotel project, include similar time frames and extension periods.

The development agreement provides vested development rights in exchange for 1) a Leadership in Energy and Environmental Design (LEED) certified project (or equivalent); 2) affordable housing requirements for extremely low, very low, and low income senior households (fifteen percent of the total units under Option 1 and 10% of the total units under Option 2); 3) development impact fees with an exemption for affordable housing units (Option 1 Plan - $895,704; Option 2 Plan -$162,817); 4) procedures for major and minor project modifications; 5) procedures and review criteria for site plan review; 6) established project phasing; and 7) criteria for local purchase of goods for sales and use tax benefit.

Vesting Tentative Map

If this project is approved allowing for the option of two possible development scenarios, only one of the two Vesting Tentative Maps would be made final; Vesting Tentative Map (VTM)
IV. Environmental Review

The proposed project options were analyzed for environmental impacts and an Initial Study of Environmental Impacts (Exhibit 9) was prepared pursuant to Public Resources Code § 15063 (California Environmental Quality Act). The Initial Study (included in Exhibit 9) was made publicly available on July 7, 2011 concurrent with the publication of a Notice of Preparation of an Environmental Impact Report (EIR) in the El Segundo Herald. The notice was also posted at City Hall, the El Segundo Library, and mailed to property owners in the vicinity of the project sites and identified interested parties. The purpose of the Initial Study was: 1) to evaluate whether preparation of an EIR was necessary; and, 2) to focus the EIR document on the issue areas determined to be potentially significant. The Initial Study identified that an EIR was necessary to evaluate potentially significant environmental impacts. The Initial Study identified that environmental effects in the following issue areas were determined to not be significant and did not require further evaluation in an EIR: Aesthetics, Agriculture and Forest Resources, Biological Resources, Cultural Resources, Geology and Soils, Hazards/Hazardous Materials, Hydrology/Water Quality, Land Use/Planning, Mineral Resources, Population/Housing, Public Services, and Utilities/Service Systems. The initial study determined that the following issue area has no environmental impact: Agriculture and Forestry Resources. The initial study determined that the following issue areas are less than significant: Hydrology/Water Quality, Land Use/Planning, Mineral Resources, Population/Housing, Public Services, and Utilities/Service Systems. The initial study determined that the following issue areas are less than significant with mitigation: Aesthetics, Biological Resources, Cultural Resources, Geology/Soils, Hazards/Hazardous Materials, and Construction Noise (see mitigation measures in Exhibit 1). Although further study would be conducted in an EIR, the Initial Study identified one mitigation measure that would be required for Transportation/Traffic relating to emergency access and one mitigation measure that would be required to mitigate noise relating to construction.

On November 3, 2011 the Notice of Availability of Draft Environmental Impact Report was published in the El Segundo Herald, posted at City Hall and mailed to property owners in the vicinity of the project sites and identified interested parties pursuant to Public Resources Code §15087. The public review and comment period for the Draft EIR (DEIR) began on November 3, 2011 and ended on December 19, 2011. The DEIR evaluated 5 areas of controversy and issues to be resolved as follows: Air Quality, Greenhouse Gas Emissions, Noise, Recreation, and Transportation/Traffic. The DEIR determined that the following issue areas would be less than significant: Greenhouse Gas Emissions and Recreation. The DEIR determined that the following issue area would be less than significant with mitigation: Transportation/Traffic. The DEIR identified significant and unavoidable environmental impacts in the Construction related Air Quality and Operational Noise issue areas relative to the increases in residential population in an area that exceeds the exterior noise criteria of 65 dBA. The DEIR identified significant, but mitigatable impacts in the issue area of Noise (construction related and groundborne vibration). The Draft EIR also concluded that operational Air Quality would be less than significant.
Three alternatives were studied in the EIR. The alternatives are as follows:

Alternative 1: Senior Assisted Living Facility and Single-Family Alternative — This alternative would develop the site with a 150-unit senior assisted care facility and 17 single-family dwelling units. The senior assisted care facility would include 150 units, 90 parking spaces, and 24,234 square feet of common open space located on the northern portion of the site and accessible from two driveways along Imperial Avenue. The senior assisted care facility portion would be same as that proposed under project Option 1. This alternative would also include 17 single-family dwelling units located on the southern portion of the site and oriented around a private loop road (accessed from Walnut Avenue), 90 parking spaces, and 26,791 square feet of common open space.

Alternative 2: Senior Townhome and Single-Family Alternative — This alternative would develop the proposed project site with 34 senior townhome units and 24 single-family dwelling units. Alternative 2 is substantially similar to project Option 2 with the only difference being that the 34 multiple-family dwelling units proposed under project Option 2 would be occupied by eligible seniors (age 55 and older). Alternative 2 would include 34 senior townhome-style condominiums, 92 parking spaces, and 11,704 square feet of common open space located on the northern portion of the site and accessible from one driveway along Imperial Avenue. The design and orientation of the senior townhome-style condominiums would be similar to the multiple-family residential component proposed as part of project Option 2. Alternative 2 would also include 24 single-family dwelling units located on the southern portion of the site and oriented around a private loop road (accessed from Walnut Avenue), 121 parking spaces, and 26,791 square feet of common open space. The single-family dwelling units would be similar to the single-family dwelling units proposed as part of project Option 2.

Alternative 3: No Project/No Development Alternative — In addition to alternative development scenarios, CEQA Guidelines Section 15126.6(c) requires the analysis of a “no project” alternative. The purpose of examining such an alternative is to allow decision-makers to compare the effects of approving the project with the effects of not approving the project. For the purposes of this analysis, the “no project” alternative would serve as a “no development” alternative with the site remaining in its existing condition. Under this alternative, all existing development and uses would remain.

The Draft EIR provides a comparison of the alternatives, including the No Project Alternative, in Draft EIR Section 6.0. The Draft EIR concluded that Alternative 2 would be the environmentally superior alternative, between project Option 1 and 2, project Option 2 is considered to be the superior project option because the project Option 2 would generate less average daily trips (ADT) than Option 1 (428 ADT versus 926 ADT), and would therefore result in reduced operational air quality, greenhouse gas (GHG), and traffic impacts compared to Option 1. However, Option 2 would not result in the benefit of the construction of new senior housing and assisted living opportunities that would result from Option 1.

The following sections summarize the analysis of potentially significant environmental impacts that the Draft EIR identifies as needing mitigation and the impacts found to be significant and unavoidable. The summary applies to project Option 1 and Option 2.
V. Potentially Significant Impacts Option 1 and Option 2

Noise - Construction. Temporary construction activities could result in the exposure of people to noise levels that temporarily exceed the noise standards established in the City's General Plan, or applicable standards of other agencies. The DEIR identifies residential uses within 50 feet of the project site as noise "sensitive receptors." Construction related noise is exempt pursuant to ESMC § 7-2-10(D) as long as construction related activities are limited to the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday, provided the noise levels do not exceed 65 dBA at the property line of a receptor site with an increase of up to 85 dBA (ESMC § 7-2-4(C)). The DEIR identifies that construction noise could be as high as 86 dBA at the nearest residential receptor. However, implementation of mitigation measures MM4.3-1 through 4.3-5 would reduce the temporary noise levels to a less than significant level.

VI. Significant and Unavoidable Impacts Option 1 and Option 2

To approve the project – both Option 1 and Option 2 – the City Council must adopt a Statement of Overriding Consideration (SOC) for the following impact areas:

Air Quality - Construction. Temporary construction activities for either Option 1 or Option 2 would violate air quality standards for VOC's even with full implementation of the identified mitigation measures (MM4.1-1 through MM4.1-16).

Noise - Operation. While neither project (Option 1 or Option 2) would result in a substantial ongoing increase in exterior noise levels during operation, both project Options would increase the permanent, noise sensitive residential population on the project site even with full implementation of MM4.3-6 and MM4.3-7 because of the site's proximity to LAX. It should be noted that subsequent to the preparation of the Draft EIR and conclusion of the public comment period, the 2009 4th Quarter Noise Standards LAX Quarterly Report was released. The noise levels on the site were reduced from 70 db CNEL to 65 db CNEL (see Exhibit 4). No changes have been made to the FEIR to reflect the change in noise levels, since the changes to the noise contours occurred after the EIR was prepared and made available for public comment. Staff recommends that the Council proceed with the SOC as drafted in an abundance of caution.

VII. Public Comments

The EIR was circulated for public comment between November 3, 2011 and December 19, 2011. One public agency comment, State of California Native American Heritage Commission (NAHC), was received during the comment period. The agency did not challenge the environmental findings or the recommended mitigation measures of the report. As required by CEQA a full response to all public comments received during the comment period has been prepared and is included in Exhibit 9.

VIII. Inter-Departmental Comments

The administrative Draft EIR was circulated to all City Departments for review and comment. Comments were received from the Building Safety Division, Recreation and Parks Department, Police Department and the Fire - Environmental Safety Division. The issues identified in the comments received were incorporated in the publicly circulated Draft EIR for the project
and/or where appropriate staff has incorporated those comments that are applicable and demonstrate a legal nexus as conditions of approval in the Resolution.

IX. Application Findings

In order to approve the project, the City Council must take certain actions related to the environmental review, General Plan Amendment land use designation, Zone Change, Zone Text Amendment, Specific Plan, Development Agreement, and Subdivision. The required findings for each application are discussed in detail in the attached draft Resolution and draft Ordinance. Staff believes that the City Council may make the required findings to adopt the Environmental Impact Report (EIR), Statement of Overriding Considerations (SOC), and the Mitigation Monitoring and Reporting Program (MMRP), and to approve the General Plan Amendment, Zone Change, Zone Text Amendment, Specific Plan, Development Agreement, and Subdivision as outlined in the draft Resolution and draft Ordinance. Specifically, Planning staff recommends to the City Council that the unavoidable significant air quality and noise impacts identified in the EIR are acceptable when balanced against the benefits of the Project.

X. Planning Commission Hearing and Public Input

The Planning Commission held its public hearing on the proposed project on January 26, 2012. The applicant and its representative (Mar Ventures Inc), and two residents provided testimony at the public hearing. No written comments were received from other responsible agencies or from the public prior to the Commission hearing. The applicant submitted a comment letter from the Park Vista Senior Facility Ad-Hoc Committee at the Commission hearing in support of the project and more specifically in favor of senior housing and assisted living. The Commission recommended approval.

XI. Airport Land Use Commission (ALUC) Review

In accordance with the Public Utilities Code (PUC) §21676, the Airport Land Use Commission (ALUC) (the LA County Planning Commission) is responsible for reviewing changes to local jurisdictions’ land use policies to determine compatibility with the adopted Airport Land Use Plan (ALUP). The issue areas addressed in the ALUP relevant to the proposed project relate to hazards and noise. Recommendations made by the ALUC are advisory only to local jurisdictions. The final decision to agree or disagree with an ALUC consistency determination is at the discretion of the City Council.

On February 22, 2012, the ALUC adopted a resolution making findings of consistency with the Airport Land Use Plan. Although the findings of consistency were adopted, the ALUC expressed concerns about potential litigation relating to the adoption of the proposed resolution and potential existing and future noise impacts. The Commission asked that the City ensure future property owners would waive their rights to legal action relating to the proximity of LAX. However, the City does not believe that it can condition the project in that manner. In an effort to provide greater clarification in the documents of record, the ESUSD, its representatives, and City staff agreed to provide greater clarification in the mitigation measures (MM 4.3-7) and conditions of approval regarding disclosure of noise impacts, mitigation of interior noise levels to 45 db CNEL, and the applicability of restrictive covenants as specified in proposed Condition of Approval No. 26 (see Exhibit 7 for Draft Covenant) that are binding to the property, recorded on the vesting tentative map, and transferable to all subsequent
purchasers. The ALUC also stated a preference for Option 1 and included a recommendation in their resolution that the City of El Segundo select this option. The City Council is not required to select or limit the approval to one Option and the proposed Specific Plan request is to allow the ESUSD the flexibility to select either Option.

XII. Conclusion

Planning staff believes that the proposed 540 East Imperial Avenue Specific Plan project meets the mandatory findings as set forth in the staff report and recommends that the City Council: 1) adopt the attached draft Resolution approving Environmental Assessment No. EA-890 certifying the Environmental Impact Report for the 540 East Imperial Avenue Specific Plan Project including the Mitigation Monitoring and Reporting Program (MMRP) and incorporating the Comments and Responses to Comment Section and EIR errata sheet; 2) adopt a Statement of Overriding Considerations; and 3) adopt an Ordinance approving General Plan Amendment No. 10-03, Specific Plan No. 10-03, Zone Change No. 10-01, Zone Text Amendment No. 10-06, Development Agreement No. 10-02, Subdivision 10-01 for Vesting Tentative Map (VTM) No. 71410 (7 lots) and VTM No. 71582 (31 lots) with conditions.
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**STATE OF CALIFORNIA**
**COUNTY OF LOS ANGELES**

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

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

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

**CODES:**

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

For Ratification:

- **A** = Payroll and Employee Benefit checks

**B - F** = Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expense reimbursements, various refunds, contract employee services consistent with current contractual agreements, instances where prompt payment discounts 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:**

**DATE:** 3-19-19

**CITY MANAGER:**

**DATE:** 3-20-19
# CITY OF EL SEGUNDO

## PAYMENTS BY WIRE TRANSFER

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**DATE OF RATIFICATION: 3/15/19**

**TOTAL PAYMENTS BY WIRE:**

2,108,725.71

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.
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**TOTAL WARRANTS** $360,325.16

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

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

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

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

**CODES:**
- **R =** Computer generated checks for all non-emergency/urgency payments for materials, supplies and services in support of City Operations
- **A =** Payroll and Employee Benefit checks
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**FINANCE DIRECTOR**

**DATE:** 3-25-19

**CITY MANAGER**

**DATE:** 3-26-19

**VOID CHECKS DUE TO ALIGNMENT:**

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

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

**NOTES**

Signed: [Signature]
## CITY OF EL SEGUNDO
### PAYMENTS BY WIRE TRANSFER
#### 3/18/19 THROUGH 3/24/19

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**533,445.13**

### DATE OF RATIFICATION: 3/25/19

#### TOTAL PAYMENTS BY WIRE:

**533,445.13**

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Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II
Date 3/25/19

Director of Finance
Date 3/26/19

City Manager
Date 3/26/19

---

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

P:\City Treasurer\Wire Transfers\Copy of Wire Transfers 10-01-18 to 9-30-19

3/25/2019 1/1

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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

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

FINANCE DIRECTOR: [Signature] 4-1-19

CITY MANAGER: [Signature] 4-2-09

VOID CHECKS DUE TO ALIGNMENT: NA

VOID CHECKS DUE TO INCORRECT CHECK DATE: NA

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR: NA

NOTES: [Handwritten Notes]
CITY OF EL SEGUNDO  
PAYMENTS BY WIRE TRANSFER  
3/25/19 THROUGH 3/31/19

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**DATE OF RATIFICATION: 3/29/19**  
**TOTAL PAYMENTS BY WIRE:**

905,211.69

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II  
Date 3/29/19

Director of Finance  
Date 4-1-19

City Manager  
Date 4-2-19

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

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TOTAL WARRANTS: $ 815,118.78

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
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For Approval: Regular checks held for City council authorization to release.

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FINANCE DIRECTOR: [Signature]  DATE: 4/9/19
CITY MANAGER: [Signature]  DATE: 4/9/19

VOID CHECKS DUE TO ALIGNMENT: N/A
VOID CHECKS DUE TO INCORRECT CHECK DATE: N/A
VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR: N/A
NOTES: 4/9/19
# CITY OF EL SEGUNDO
## PAYMENTS BY WIRE TRANSFER
### 4/1/19 THROUGH 4/7/19

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**DATE OF RATIFICATION: 4/8/19**

**TOTAL PAYMENTS BY WIRE:**

210,166.36

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II  
Date 4/8/19

Director of Finance  
Date 4/9/19

City Manager  
Acting City Manager  
Date 4/9/19

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 5, 2019 – 3:00 PM

3:00 P.M. SESSION

CALL TO ORDER – Mayor Boyles at 3:03 PM

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

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

CLOSED SESSION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d)(1): -5- matters

1. Galloway v. City of El Segundo, Los Angeles Superior Court Case No. BC709378
2. Sarrafiesh v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 10068763, etc.
3. Nix v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 9802836
4. Whitehead v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 11048959
5. Hatcher v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ (To Be Assigned)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -0-matters.


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

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

PUBLIC EMPLOYMENT (Gov't Code § 54957) -1- matter

1. City Manager

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

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -6-matters

1. Employee Organizations: Police Management Association; Police Support Services Employees 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.

ADJOURNMENT at 5:00 PM

Tracy Weaver, City Clerk
MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 5, 2019 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER – Mayor Boyles at 5:00 PM

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

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

CLOSED SESSION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d)(1): -5- matters

1. Galloway v. City of El Segundo, Los Angeles Superior Court Case No. BC709378
2. Sarrafiesh v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 10068763, etc.
3. Nixt v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 9802836
4. Whitehead v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 11048959
5. Hatcher v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ (To Be Assigned)
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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


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

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957): -0- matter
PUBLIC EMPLOYMENT (Gov't Code § 54957) -1- matter

1. City Manager

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

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov't Code §54957.6): -6- matters

1. Employee Organizations: Police Management Association; Police Support Services Employees Association; Supervisory, Professional Employees Association; City Employee Association; and Executive and Management/Confidential Employees (unrepresented groups).

Agency Designated Representative: Irma Moisa Rodriquez, City Manager, Greg Carpenter and Human Resources Director.

Adjourned at 6:50 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 5 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Boyles at 7:00 PM

INVOCATION – Pastor Wes Harding, The Bridge Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Pirsztuk

PRESENTATIONS

a) Proclamation read by Mayor Pro Tem Pirsztuk and presented to Sebastian Hansen, Tree Musketeers Youth Manager - the Next Generation, proclaiming, National Arbor Day March 7th, 2019. Tree Musketeers will hold an event to honor the day on Saturday, March 13th at Recreation Park.

b) Commendation read by Council Member Nicol, presented to the ESHS Boys' Soccer Team CIF Champions.

c) Presentation by Crista Binder, City Treasurer and Dino Marsocci, Deputy City Treasurer I regarding the Treasury Department Investment Portfolio Report and Year in Review and introduced the new Deputy City Treasurer II, LaTonya Fair.

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)
Emily Fuller, non-resident, Trojan Water Polo, commented on item #12
Ashley Lawlor, resident, commented on item #12
Sharon Blacksten, resident, commented on item #12
Nick Rodgers, resident, commented on item #12
Lee Davis, resident, commented on item #12
Name unknown, Trojan Water Polo Club supporter, commented on item #12
Name unknown, Trojan Water Polo Club supporter, commented on item #12
Jody Wang, non-resident, Trojan Water Polo Club, commented on item #12
Alex Reisman, non-resident, Trojan Water Polo Club, commented on item #12
Kari Schaff-Jaeger, resident, commented on item #12
Robyn Arnold, resident, commented on item #12
Rebecca Allen, non-resident, commented on item #12
Kent Honey, non-resident, Trojan Water Polo Club, commented on item #12
Sean Kim, non-resident, Trojan Water Polo Club, commented on item #12
David (unknown last name), non-resident, Trojan Water Polo Club, commented on item #12
(Unknown first name) Carter, non-resident, Trojan Water Polo Club, commented on item #12
Marie Beetner, resident, Beach Cities Swimming, commented on item #12
Troy (unknown last name) non-resident, Trojan Water Polo Club, commented on item #12
Kathy Neilson, donated a minute to Coach Shelton.
Monique Shelton, non-resident, Beach Cities Swimming, commented on item #12
Chris Igle, non-resident, Trojan Water Polo Club, commented on item #12
Garrett Allen, non-resident, Trojan Water Polo Club, commented on item #12
Stefan (unknown last name), non-resident, Trojan Water Polo Club, commented on item #12
Joe Agliozzo, non-resident, Trojan Water Polo club, commented on item #12
Alec Campbell, non-resident, Beach Cities Swimming, commented on item #12
Kirk Frye, South Bay United Water Polo President, commented on item #12
Will Kerker, resident, South Bay United Water Polo Club, commented on item #12
Beau Blacksten, resident, Trojan Water Polo club, commented on item #12
Ethan Geltch, resident, South Bay United Water Polo Club, commented on item #12
Mason Jaeger, resident, South Bay United Water Polo Club, commented on item #12
Kelly Hendrickson, non-resident, Trojan Water Polo Club, commented on item #12
Brandy Mostellar, non-resident, Trojan Water Polo Club, commented on item #12
Bonnie Kerker, resident, South Bay United Water Polo Club, commented on item #12
Chris Brennan, non-resident, Beach Cities Swimming, commented on item #12
Eric Healey, non-resident, Director – Trojan Water Polo Club, commented on item #12

CITY COUNCIL COMMENTS – (Related to Public Communications)

Council Member Nicol apologized to a speaker regarding a remark made.

A. PROCEDURAL MOTIONS

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

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

Council Member Pimentel left the dais due to possible conflict
ITEM MOVED UP ON AGENDA DUE TO LARGE COMMUNITY INTEREST AND
PRESENCE.

12. Consideration and possible action to clarify the direction to staff related to
selection of user groups for the City of El Segundo – Wiseburn Unified School
District Aquatics Center (2240 E. Grand Avenue).
(Fiscal Impact: None)

Council Member Brann introduced the item.

Areicia Hester, Recreation and Parks Superintendent and Jeanette Gant, Aquatics
Supervisor, reported and answered questions on the item.

Lee Davis, Recreation and Parks Commission member and Pool Subcommittee
member, commented on the item, per Mayor Pro Tem Pirsztuk request.

Council Discussion

MOTION by Mayor Boyles, SECONDED by Council Member Nicol to uphold the 5
criteria items previously voted upon at the February 5, 2019 City Council Meeting,
(current and future resident composition, prioritize programs with greatest number of
participants during peak times, diversity of programs, adding off peak pricing and
minimize financial impact), accommodate all four programs, (Alpha Aquatics, Beach
Cities Swimming, Trojan Water Polo Club and South Bay United Water Polo Club) and
offer one (1) year contracts and after the year is complete, reevaluate the programs
using the same success criteria for possible contract extensions. MOTION PASSED BY
VOICE VOTE. 3/1 YES: Boyles Nicol Pirsztuk NO: Brann

Recessed at 8:46 PM

Reconvened 8:56 PM

Council Member Pimentel returned to the dais

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed
unanimously. If a call for discussion of an item is made, the item(s) will be considered
individually under the next heading of business.
1. Approve Warrant Numbers 3024874 through 3024963 and 9000821 through 9000821 on Register No. 10a in the total amount of $369,135.70 and Wire Transfers from 2/11/19 through 2/17/19 in the total amount of $2,240,442.18. Warrant Numbers 3024964 through 3025055 and 9000822 through 9000823 on Register No. 10b in the total amount of $413,586.96 and Wire Transfers from 2/18/2019 through 2/24/2019 in the total amount of $269,159.77. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


3. Adopt Resolution No. 5132 approving Plans and Specifications for the El Segundo Boulevard Parking Pilot Project (narrowing travel lanes and eliminating shoulder on north side of street between Sheldon Street and Main Street to provide additional parking) and authorize staff to advertise the project for construction bids. Project No. PW 19-15. (Fiscal Impact: To Be Determined)

4. Receive and file report without objecting regarding a request to allow a new restaurant (BURGERIM) to serve beer and wine for on-site consumption. BURGERIM is located at 831 North Douglas Street, within the Corporate Campus Specific Plan area. EA 1238 AUP 18-09. Applicant: FLOMAE, LLC. (Fiscal Impact: None)

5. Authorize the City Manager to execute a standard Public Works Contract No. 5670, in a form approved by the City Attorney, to G2K Construction in the amount of $110,700.00 and authorize an additional $11,000.00 for construction related contingencies for the Campus El Segundo Shade Structure Project (installation of shade structures on soccer fields) at 2201 E. Mariposa Ave. Project No. PW 18-28. (Fiscal Impact: $121,700.00)

6. Authorize the City Manager to amend the standard Public Works Contract Amendment No. 5581A, in a form approved by the City Attorney, with Corral Construction & Development Inc. for additional work in the amount of $33,968.00 and approve an additional construction contingency of $3,400.00 for the Library Wi-Fi and Reading Lounge Renovation Project, Project No. PW18-04. (Fiscal Impact: $37,368.00)

7. PULLED BY MAYOR PRO TEM PIRSZTUK
8. Adopt Resolution No. 5134 for the City to opt out of the California Congestion Management Program (CMP).
   (Fiscal Impact: None)

9. Adopt Resolution No. 5135 approving plans and specifications for FY 18/19 Pavement Rehabilitation at Center St. and Maple Ave. and authorize staff to advertise the project for receipt of construction bids. Project No. PW 19-01
   (Fiscal Impact: TBD)

10. Authorize the City manager to execute a contract amendment no 5346B, in a form approved by the City Attorney, with Prosum Technology Services, Agreement No. 5346, for technical consulting, business analysis and project management services for the Information Systems Department.
   (Fiscal Impact: $600,000.00)

MOTION by Council Member Brann, SECONDED by Council Member Pimentel approving Consent Agenda items 1, 2, 3, 4, 5, 6, 8, 9 and 10. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

PULLED ITEMS:

7. Consideration and possible action to adopt a Resolution approving the Plans and Specifications for Class III Bike Routes to be located on Main St.; Grand Ave., Nash St. from Imperial Hwy. to El Segundo Blvd.; El Segundo Blvd. from Loma Vista St. to Main St.; Loma Vista St. from Grand Ave. to Binder Pk.; and Utah Ave. from Douglas St. to Aviation Blvd., Project No. PW 19-03. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0
   (Fiscal Impact: To Be Determined)

Mayor Pro Tem Pirsztuk introduced the item.

Ken Berkman, Public Works Director and Lifan Xu City Engineer, answered Council questions.

Council Discussion

MOTION by Mayor Pro Tem Pirsztuk, SECONDED by Council Member Nicol adopting Resolution No. 5133 approving the Plans and Specifications for Class III Bike Routes to be located on Main St.; Grand Ave.; Nash St. from Imperial Hwy. to El Segundo Blvd.; El Segundo Blvd. from Loma Vista St. to Main St.; Loma Vista St. from Grand Ave. to Binder Pk.; and Utah Ave. from Douglas St. to Aviation Blvd., with the elimination of segments 4 and 5. Project No. PW 19-03.
   (Fiscal Impact: To Be Determined)

F. NEW BUSINESS
11. Consideration and possible action to receive an informational report on the quarterly update for the Strategic Work Plan for the first quarter of Fiscal Year (FY) 2018-19. (Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item

Joe Lillio, Finance Director, gave a presentation

Council Discussion

Council consensus to receive and file the report.

G. REPORTS – CITY MANAGER – State of the City to be held on March 27, 2019. Thanked the staff for all their hard work on the upcoming event.

H. REPORTS – CITY ATTORNEY - Passed

I. REPORTS – CITY CLERK – Mentioned she will be out of town for the next two meetings (March 19, 2019 and April 2, 2019).

J. REPORTS – CITY TREASURER – Gave report earlier in meeting

K. REPORTS – CITY COUNCIL MEMBERS

  Council Member Pimentel – Passed

  Council Member Nicol – Commented on item #12 and expressed his thoughts on trying to make decisions that will please everyone and understands that this is not always possible and hopes residents and Council can maintain a mutual respect of one another.

  Council Member Brann – Attended the General Assembly hosted by the South Bay COG and attended a program hosted by the Los Angeles Air Force Base.

12. ITEM MOVED UP ON AGENDA DUE TO LARGE COMMUNITY INTEREST AND PRESENCE.

  Mayor Pro Tem Pirsztuk – Complimented Melissa McCollum, Library Director, hearing from the community that everyone is very pleased with new programs, the Wi-Fi area remodel and all that is going on at the Library and sat on a panel regarding “Women in Leadership” for a Girl Scout Event
Mayor Boyles – Mentioned the City is fortunate to have Dr. Soon-Shiong in our corner, he commented on El Segundo in a good light when speaking to other elected officials in the area at a recent event and congratulated El Segundo High School on receiving the California Civic Learning Award of Merit for Civics Day and on their selection as a California Distinguished School.

13. Consideration and possible action to amend the Municipal Code to change the starting time of City Council Meetings.  
(Fiscal Impact: N/A)

Mayor Boyles introduced the item

Council Discussion

MOTION by Council Member Nicol, SECONDED by Mayor Pro Tem Pirsztuk, directing staff to prepare an ordinance amending the Municipal Code to change the starting time of City Council meetings. Proposed start times would be as follows; 4:00 PM Closed Session and 6:00 PM Open Session. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

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

MEMORIALS – None

ADJOURNMENT at 9:30 PM

Tracy Weaver, City Clerk
3. Special City Council Meeting Minutes of March 5, 2019, Regular City Council Meeting Minutes of March 5, 2019 and Special & Regular City Council Meeting Minutes of March 19, 2019

Recommendation – 1) Approval

PLEASE NOTE:
Special & Regular March 19, 2019 City Council Meeting Minutes to be delivered under separate cover.
AGENDA DESCRIPTION:

Consideration and possible action to adopt a Resolution approving the Plans and Specifications for the McCarthy Court Street Improvement Project, Project No. PW19-10. (Fiscal Impact: to be determined.)

RECOMMENDED COUNCIL ACTION:

1. Adopt the attached Resolution approving Plans and Specifications for McCarthy Court Street Improvement Project (Project No. PW 19-10) and authorize advertising for bids; or,

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: $275,000
Additional Appropriation: N/A
Account Number(s): 301-400-8141-8217 (McCarthy Court Street Improvement Project)

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: Floriza Rivera, Principal Engineer
REVIEWED BY: Ken Berkman, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

Residents on the 800 block of McCarthy Court between Walnut Avenue and Lomita Street have noted concerns to City staff about ponding water in the roadway and uplifted sidewalk/curb/driveway approaches. As a result, a project was created and included in the current fiscal year’s capital improvement program.

Staff retained a design consultant to address these issues and the project scope includes: 1) removal of trees causing uplift; 2) removal and replacement of severely raised areas of concrete on the public right-of-way; and 3) removal and replacement of asphalt next to the curb face to improve drainage. The Recreation and Parks Department reviewed and concurred with
the tree removals and notified the affected homeowners so that they may choose the replacement species of tree. Public Works Department notifications have also referenced tree removals. Tree installations will be performed by the Recreation and Parks Department after the construction has ended.

The plans and specifications are completed and ready for adoption. Staff respectfully recommends that City Council adopt the attached resolution approving the plans and specifications for the project and authorize advertising for bids.

With approval, staff expects construction to commence in June and be completed in September 2019.
RESOLUTION NO. __

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CONSTRUCTION OF McCARTHY COURT STREET IMPROVEMENT 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 retained Denn Engineers ("Consultant") as the engineer to design and prepare the plans for the McCarthy Court Street Improvement 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 ________, 2019.

_______________________________
Drew Boyles, Mayor

ATTEST:

_______________________________
Tracy Weaver, City Clerk

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

By: ______________________________
   David H. King, Assistant City Attorney
AGENDA DESCRIPTION:

Consideration and possible action to amend a Professional Service Agreement with KOA Corporation for additional on call construction inspection. (Fiscal Impact: $25,000.)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to amend the Professional Services Agreement with KOA Corporation in a form approved by the City Attorney for additional on-call construction inspection in the amount of $25,000; or,

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

ATTACHED SUPPORTING DOCUMENTS:

None.

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $25,000
Additional Appropriation: No.
Account Number(s): 001-400-4101-6206 (Engineering Contractual Services)

STRATEGIC PLAN:

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

ORIGINATED BY: Lifan Xu, City Engineer
REVIEWED BY: Ken Berkman, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The position of Public Works Inspector has been vacant since the last inspector resigned for a similar position in another public agency in December 2017. A recruitment was conducted and concluded in November 2018 resulting in no qualified candidates. While other Engineering staff have stepped up to fill in some inspection capacity, there is a continual need for on-call inspection services on larger City capital improvements as well as non-City projects, such as the Southern California Gas mainline replacement project on El Segundo and Rosecrans Boulevards last year.

KOA Corporation was selected through a RFP process based on qualification, experience and other criteria, and has consistently met the expectations of the Engineering team. KOA currently has a $50,000 contract; however, that contract amount is about to be exhausted and needs to be
increased for KOA to continue to provide on-call inspection for the City. Inspection costs for private projects are recovered via the City’s recently updated fee schedule as part of the Engineering Encroachment Permit process. Salary saving from the vacant inspector position will also help offset the on-call contract cost.

Given the need for public right-of-way inspection support services, staff respectively recommends City Council authorize the City Manager to amend the Professional Services Agreement with KOA Corporation in a form approved by the City Attorney in the amount of $25,000.
AGENDA DESCRIPTION:
Consideration and possible action regarding adoption of Plans and Specifications for the FY18/19 Slurry Seal Project in the area south of Mariposa Avenue, east of Sheldon Street, west of PCH and north of Franklin Ave., Project No. PW 19-19 (Fiscal Impact: estimated 280,000)

RECOMMENDED COUNCIL ACTION:
1. Adopt the attached Resolution approving Plans and Specifications for the FY 18-19 Slurry Seal Project in the area south of Mariposa Avenue, east of Sheldon Street, west of PCH and north of Grand Ave., Project No. PW 19-19, and authorize advertising for bids; or,
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: $500,000
Additional Appropriation: N/A
Account Number(s): 106-400-8203-8943 (Gas Tax Local Streets Rehab.)

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: Floriza Rivera, Principal Civil Engineer
REVIEWED BY: Ken Berkman, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The Public Works Department administers a slurry sealing program as a preventative measure to extend the life of pavement Citywide. The slurry sealing process consists of the application of a thin asphalt slurry layer on existing asphalt pavement to prevent water intrusion.
As recommended in the 2015 Pavement Management Master Plan, staff has postponed the slurry program for the past two fiscal years to focus on the more deteriorated streets requiring overlays that the City was unable to address due to the economic downturn.

With the increased street paving that has occurred, staff recommends resuming the slurry seal program and has prepared plans and specifications for this fiscal year’s effort, which includes streets and alleys south of Mariposa Avenue, east of Sheldon Street, west of Pacific Coast Highway, and north of Franklin Avenue that were last sealed in 2013.

Given that the City’s Smoky Hollow street improvements may occur in the coming years in this same quadrant, most of the Smoky Hollow streets are excluded from this project. Likewise, the following streets within the area that were recently repaved, or are scheduled be repaved in the near future, are also excluded from this project:

- Kansas St. from Mariposa Ave. to Grand Ave. (paved in 2018)
- Washington St. from Mariposa Ave. to Holly Ave. (paved in 2018)
- Holly Ave. from Kansas St. to Illinois. (paved in 2018)
- Pine Ave. from Kansas St. to Washington St. (paved in 2018)
- Illinois St. from Mariposa Ave. to Grand Ave. (paved in 2018)
- Mariposa Ave. from PCH to Center St. (to be paved in summer 2019)
- Nevada St. from Mariposa Ave. to southern end (to be paved in summer 2019)
- Oregon St. from Mariposa Ave. to Pine Ave. (to be paved in summer 2019)
- California St. from Mariposa Ave. to Pine Ave. (to be paved in summer 2019)
- Pine Ave. from Center St. to Whiting Street. (to be paved in 2020)

The FY18/19 Slurry Seal Project is estimated to cost $280,000 and there is enough funding in the Gas Tax Fund for the project. Staff respectfully recommends that City Council adopt the attached resolution approving the plans and specifications for the project and authorize advertising for bids.

The FY18/19 budget includes a Capital Improvement Project “Local Street Rehab and Slurry Seal” that has a $1.2M allocation, which will fund this slurry seal project and the annual Citywide pavement rehabilitation project, also being considered by Council for plan approval and authorization to advertise for bids.

With approval of the recommended action, the budget summary for the two projects consists of the following:

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<th>Amount</th>
<th>Description</th>
</tr>
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<tr>
<td>$1,200,000</td>
<td>Local Street Rehab and Slurry Seal Project (SB-1, Measure R Local Return and Gas Tax Fund)</td>
</tr>
<tr>
<td>+$232,128</td>
<td>Appropriation from Measure R Local Return coming July 1st</td>
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<tr>
<td><strong>$1,432,128</strong></td>
<td><strong>Total Budget</strong></td>
</tr>
<tr>
<td>$932,128</td>
<td>Pavement Rehabilitation Project, PW 19-01 Estimated Expenditure</td>
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<tr>
<td>+$280,000</td>
<td>This Project Estimated Expenditure</td>
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<tr>
<td><strong>$1,212,128</strong></td>
<td><strong>Total Estimated Expenditure</strong></td>
</tr>
</tbody>
</table>
$1,432,128  Total Budget

−$1,212,128  Total Estimated Expenditure

$220,000  Estimated unspent Gas Tax Fund

With Council’s authorization, staff estimates the following timeline for the project:

- Advertise for bids: April 2019
- Contract Award: May 2019
- Construction: July to September 2019
- Construction End: September 2019

The construction of the slurry seal project will coordinate with this summer’s paving project so that the slurry seal project will start after the completion of the paving project to minimize public impact.
RESOLUTION NO. ____

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CONSTRUCTION OF THE FY 18-19 SLURRY SEAL PROJECT PURSUANT TO GOVERNMENT CODE SECTION 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

A. The City Engineer prepared specifications and plans requesting Construction of the FY 18-19 Slurry Seal Project (the “Project”). These plans 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”) following receipt of construction bids. The Project Payment Account will be 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 __, 2019.

Drew Boyles, Mayor

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

By: ____________________________
   David H. King, Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action to adopt a Resolution identifying which projects will be funded with SB-1, “Road Repair and Accountability Act” funds. (Fiscal Impact: approximately $500,000 in FY 19-20 in SB1, Gas Tax, Prop C and Measure R Local Return funds)

RECOMMENDED COUNCIL ACTION:
1. Adopt the attached Resolution identifying which projects will be funded with SB-1, “Road Repair and Accountability Act” funds.
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Resolution

FISCAL IMPACT: To be included in FY19-20 Budget
Amount Budgeted: $500,000
Additional Appropriation: N/A.
Account Number(s): $277,803 from Account# 128-400-0000-8383 (SB-1 Expenditures)
Gas Tax, Prop C and Measure R Local Return funds as needed (account numbers to be determined)

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: Lifan Xu, City Engineer
REVIEWED BY: Ken Berkman, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

Senate Bill 1 (SB-1), the “Road Repair and Accountability Act” of 2017, was signed into law on April 28, 2017 and will provide over $50B over the next decade to fix roads, freeways and bridges in communities across California. These funds will be split equally between the State and local governments. SB-1 “Road Maintenance and Rehabilitation Account” (RMRA) funds are provided by voter-approved increases in gasoline and diesel excise taxes; the diesel sales tax; and vehicle fees, which went into effect on November 1, 2017.

Prior to receiving its portion of RMRA funds from the State Controller in the State’s (July to June) Fiscal Year 2019/20, the City must submit to the California Transportation Commission
(CTC) a list of projects proposed to be funded with RMRA funds pursuant to an adopted City resolution by May 1, 2019. The project list must include a description and the location of each proposed project, a proposed schedule for each project's completion, and the estimated useful life of the improvement. The RMRA funds from the State are anticipated to be received October 1\textsuperscript{st}. The RMRA funds shall then be used to subsequently pay invoices for the adopted project(s). An expenditure report must also be submitted to the CTC for their records and auditing purposes.

The Public Works Department administers a 5-year (2016-2021) Pavement Management Program (PMP) to ensure public health and safety and efficiently and effectively manage the life of the City's roadway system. Based upon existing records and field reviews, the PMP assigns a Pavement Condition Index (PCI) to all roadway segments in the City on a scale from 0-100, with 100 representing like-new pavement. Scores below 75 require some type of preventive maintenance depending on the extent of the roadway distress, which can range from a slurry seal, to an overlay, to complete reconstruction.

Staff has identified and selected Pine Avenue and Imperial Avenue from the PMP as the next applicable roadways to rehabilitate with FY 2018-19 RMRA funds as part of the Annual Pavement Rehabilitation Project. The following roadway segments will receive a removal and replacement treatment of the top 2” of asphalt concrete, along with more extensive localized repairs of the most deteriorated pavement areas:

- Pine Ave. from Whiting St. to Center St. (PCI of 50)
- Imperial Avenue – between Sheldon St. and California St. (PCI of 59)

The pavement rehabilitation improvements will reduce maintenance costs, improve traffic conditions and safety, and extend pavement life for at least ten years.

Staff estimates the following timeline for the project, which is specifically scheduled when school is not in session to minimize construction and traffic impacts:

- Plan Approval and Authorization to Seek Construction Bids: March 2020
- Contract Award: May 2020
- Construction Start: July 2020
- Construction Complete: August 2020

Staff respectfully recommends Council adopt the attached Resolution identifying which projects will be funded with SB-1, “Road Repair and Accountability Act” funds.
RESOLUTION NO. __

RESOLUTION TO ADOPT PROJECT 20-01, PINE AVENUE AND IMPERIAL AVENUE PAVEMENT REHABILITATION TO BE FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

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

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

A. Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

B. SB 1 includes accountability and transparency provisions that will ensure the residents of City of El Segundo are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

C. The City of El Segundo must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

D. The City of El Segundo will receive an estimated $277,803 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

E. The City of El Segundo has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

F. The City of El Segundo used a 5-year (2016-2021) Pavement Management Program to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

G. The funding from SB 1 will help the City of El Segundo maintain and rehabilitate Center St., Imperial Avenue, and Maple Ave. this year and many similar projects into the future; and

H. The 2016 California Statewide Local Streets and Roads Needs Assessment found that the City of El Segundo streets and roads are in a fair condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and
I. Without revenue from SB 1, the City of El Segundo, would have otherwise been canceling projects throughout the community; and

J. If the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

K. Cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

L. Modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

M. The local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

N. Police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

O. Maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

P. Restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

Q. The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

SECTION 2: The City Council finds that the foregoing recitals and true and correct and adopts the following projects to be funded with Road Maintenance and Rehabilitation Account revenues:

Annual Pavement Rehabilitation Project in the following locations:
- Pine Ave. – between Center St. and Whiting St.
- Imperial Avenue – between Sheldon St. and California St.

The project is expected to extend pavement life for at least ten years and anticipated to be constructed in 2020.
SECTION 3: Construction. This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 4: Severability. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution, record this Resolution in the book of the City's original resolutions, and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 6: This Resolution will become effective immediately and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 16th day of April, 2019.

________________________
Drew Boyles,
Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of _____, 2019, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
AGENDA DESCRIPTION:
Consideration and possible action to make adjustment to use $73,748.45 from the Prop C fund and $100,000 from the Measure R fund and return the same combined amount $173,748.45 to the Gas Tax Account from the FY 17/18 Pavement Rehabilitation Project, Project No. PW18-18. (Fiscal Impact: None.)

RECOMMENDED COUNCIL ACTION:
1. Receive and file; or
2. Alternatively, discuss and take other possible actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None.

FISCAL IMPACT: Included in the Adopted FY 2017/18 budget.

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td></td>
</tr>
<tr>
<td>Account Number(s):</td>
<td></td>
</tr>
<tr>
<td>$73,748.45 from 114-400-8203-8943 (Prop C Local Street rehab.)</td>
<td></td>
</tr>
<tr>
<td>$100,000.00 from 110-400-8203-8943 (Measure R Local Return)</td>
<td></td>
</tr>
<tr>
<td>and</td>
<td></td>
</tr>
<tr>
<td>$173,748.45 to 106-400-8203-8943 (State Gas Tax Fund)</td>
<td></td>
</tr>
</tbody>
</table>

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: Lifan Xu, City Engineer

REVIEWED BY: Ken Berkman, Public Works Director
Joseph Lillio, Finance Director

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On Feb. 19, 2019, City Council accepted the work performed by All American Asphalt for the Pavement Resurfacing of the following streets:

- Sheldon St. – between Grand Ave. and El Segundo Blvd.
- Kansas St. – between Mariposa Ave. and El Segundo Blvd.
- Washington St. – between Mariposa Ave. and Holly Ave.
- Illinois St. – between Mariposa Ave. and Grand Ave.
- Illinois St. – between Franklin Ave. and El Segundo Blvd.
- Mariposa Ave. – between Nash St. and Douglas St.
Douglas St. – between Coral Circle and El Segundo Blvd.
Douglas St. – between Park Place and Rosecrans Ave.
Nash St. – between Park Place and Rosecrans Ave.
Park Place – between Continental Way and Douglas St.

The project was originally budgeted with SB-1, Gas Tax fund and Local Measure R fund. However, Metro recently notified the City that a minimum of $85,896 of Proposition C fund and a minimum $257,067 of Measure R fund must be spent by June 30, 2019 to avoid having the funds lapse. Staff reviewed the project locations and determined that the work on Douglas St. from Park Palace to Rosecrans are on regional bus routes and are thus eligible for Proposition C funding. The cost for Douglas St. as detailed below:

<table>
<thead>
<tr>
<th>Bid #</th>
<th>Description</th>
<th>Unit</th>
<th>QTY</th>
<th>Unit price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Cold Mill 2&quot;</td>
<td>SF</td>
<td>51,015</td>
<td>$ 0.29</td>
<td>$14,794.35</td>
</tr>
<tr>
<td>3</td>
<td>Overlay 2&quot;</td>
<td>SF</td>
<td>51,015</td>
<td>$ 0.91</td>
<td>$47,954.10</td>
</tr>
<tr>
<td>35</td>
<td>Replace Cross Gutter</td>
<td>EA</td>
<td>1</td>
<td>$11,000</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$73,748.45</td>
</tr>
</tbody>
</table>

This amount combined with other expenditures from Recreation and Parks will meet the Prop C expenditure requirement for this year. Staff will make the adjustment to use $73,748.45 from the Prop C fund account #114-400-8203-8943 for this project to ensure the funds do not lapse, and return the same amount from the project to the Gas Tax fund #106-400-8203-8357 to be used for future road rehabilitation projects. Similarly, staff will make the adjustment to use $100,000 from Measure R fund account #110-400-8203-8943 in addition to the $200,000 Measure R fund already spent on the project to ensure the funds do not lapse and return $100,000 from the project to the Gas Tax fund #106-400-8203-8357.
AGENDA DESCRIPTION:

Consideration and possible action to 1) award a standard Public Works Contract to Hardy and Harper, Inc. for the FY18/19 Pavement Rehabilitation Project, No. PW 19-01; 2) add Cedar St., Walnut Ave., Mariposa Ave., Nevada St., Oregon St. and California St. to the project; and 3) award a standard Professional Services Agreement to KOA Corporation for construction inspection services for the project. (Fiscal Impact: $932,128.00)

RECOMMENDED COUNCIL ACTION:

1. Appropriate $232,128 from the Measure R Local Return fund;
2. Authorize the City Manager to execute a standard Public Works Contract in a form approved by the City Attorney with Hardy and Harper, Inc. in the amount of $482,268.00 for FY18/19 Pavement Rehabilitation Project, No. PW 19-01;
3. Authorize an additional $288,860 for additional project locations based on the Contractor's unit bid price and immediately amend the contract amount to $771,128.00;
4. Authorize an additional $77,000 for construction related contingencies;
5. Authorize the City Manager to execute a standard Professional Services Agreement in a form approved by the City Attorney with KOA Corporation in the amount of $76,300.00 for construction inspection and testing services on the project, and authorize an additional $7,700.00 for construction related contingencies;
6. Authorize to transfer $38,860.00 from the Water Enterprise Fund account #501-400-7103-8206 to the Gas Tax Local Street Rehab account #106-400-8203-8943; or,
7. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Location Map

FISCAL IMPACT: Included in Adopted Budget.

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$700,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>Yes. $232,128 (Measure R Local Return)</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>$279,709 from 128-400-0000-8383 (SB-1) when available</td>
</tr>
<tr>
<td></td>
<td>$332,128 from 110-400-8203-8943 (Measure R Local Return)</td>
</tr>
<tr>
<td></td>
<td>Amount as needed from 106-400-8203-8943 (Gas Tax Local Street rehab.)</td>
</tr>
<tr>
<td></td>
<td>Transfer $38,860 from #501-400-7103-8206 (Water Enterprise Fund) to #106-400-8203-8943 (Gas Tax Local Street Rehab.)</td>
</tr>
</tbody>
</table>

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:
On March 5, 2019, City Council adopted the plans and specifications for the FY18/19 Pavement Rehabilitation Project and authorized staff to advertise for construction bids for work on the following streets:

- Center St. – between Imperial Ave. and Mariposa Ave.
- Maple Ave. – between Sheldon St. and Pacific Coast Highway
- El Segundo Blvd. – between Aviation Blvd. and Isis Ave.

This project will consist of the removal and replacement of the top two inches of the roadway surface, manhole and valve adjustments, traffic loop restoration, and striping.

On March 26, 2019, the City Clerk received and opened three (3) bids as follows:

1. Hardy and Harper, Inc. $482,268.00
2. All American Asphalt $539,769.00
3. Excel Paving Co. $567,541.16

The lowest responsible and responsive bidder was Hardy and Harper, Inc. Staff checked the Contractor’s license status and references, and found them to have satisfactorily completed similar projects for other public agencies.

Staff has contracted with KOA Corporation for inspection and testing services through an RFP process on several similar projects and has found them to be highly competent and professional at providing daily oversight and construction inspection. Staff has also verified that KOA’s rates are typical of the market for this type of inspection work.

The bidding of this project is concurrent with the ongoing construction of the Water Main Improvement Project on Cedar Street and Walnut Avenue (on Cedar Street between Imperial Avenue and Walnut Avenue, and Walnut Avenue between Cedar Street and Main Street). Hardy and Harper is also the paving subcontractor for the water main project. Seeing the opportunity to benefit from the economy of scale, staff worked with the Contractor to deduct the paving bid items from the water main project ($60,900) and add them to this paving project in a change order amount of $38,860.00, resulting in a savings of $22,040.00 to the water main project. Therefore, it is justified to transfer $38,860.00 from #501-400-7103-8206 (Water Enterprise Fund) to #106-400-8203-8943 (Gas Tax Local Street Rehab) at this time.

Staff is recommending adding the following streets that are located within this year’s slurry seal project area, as these segments have experienced accelerated deterioration due to the heavy rainfall we have experienced this season. The rain and cooler temperatures have deteriorated the pavement to the degree that a slurry application will not properly extend the pavement life, so they now need to be repaved:

- Mariposa Ave. from PCH to Center St.
- Nevada St. from Mariposa Ave. to southern terminus
- Oregon St. from Mariposa Ave. to Pine Ave.
- California St. from Mariposa Ave. to Pine Ave.

The cost to repave these streets is estimated at $250,000 based on the Contractor’s bid price, so staff recommends taking advantage of the favorable bid price and add the locations to the project. There is sufficient Measure R Local Return funding to cover the additional cost. Also, due to our staggered fiscal year schedules with Metro, the Measure R Local Fund allocation needs to be spent by (the end of Metro’s FY) June 30, 2020 to avoid future lapse. Staff is therefore recommending the Council approve the additional appropriation of Measure R Local Fund and ultimately return any unspent Gas Tax Funds at the end of the project.

Therefore, staff respectfully recommends that City Council approve the actions noted in the Recommended Council Action section of this report.
The FY18/19 budget includes a Capital Improvement Project “Local Street Rehab and Slurry Seal” that has a $1.2M allocation, which will fund this annual pavement rehabilitation project and the slurry seal project, also being considered by Council for plan approval and authorization to advertise for bids.

With approval of the recommended actions, the budget summary for the two projects consists of the following:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,200,000</td>
<td>Local Street Rehab and Slurry Seal Project (SB-1, Measure R Local Return and Gas Tax Fund)</td>
</tr>
<tr>
<td>+$232,128</td>
<td>Appropriation from Measure R Local Return</td>
</tr>
<tr>
<td><strong>$1,432,128</strong></td>
<td><strong>Total Budget</strong></td>
</tr>
<tr>
<td>$932,128</td>
<td>This Project’s Estimated Expenditure</td>
</tr>
<tr>
<td>+$280,000</td>
<td>Slurry Seal’s Project Estimated Expenditure</td>
</tr>
<tr>
<td><strong>$1,212,128</strong></td>
<td><strong>Total Estimated Expenditure</strong></td>
</tr>
<tr>
<td>$1,432,128</td>
<td>Total Budget</td>
</tr>
<tr>
<td>−$1,212,128</td>
<td>Total Estimated Expenditure</td>
</tr>
<tr>
<td><strong>$220,000</strong></td>
<td><strong>Estimated unspent Gas Tax Fund</strong></td>
</tr>
</tbody>
</table>

With Council’s authorization, construction is anticipated to commence in June and be completed in July while the Center Street Elementary School is not in session. The construction of the paving project will coordinate with this summer’s slurry seal project so that the slurry seal project will start after the completion of the paving project to minimize public impact.
AGENDA DESCRIPTION:
Consideration and possible action to authorize the City Manager to transfer $45,000 in funds budgeted for Fiscal Year FY 2018/19 for employee salaries and benefits to professional/technical service charges; and increase contract amount with JLee Engineering, Inc., in a total amount not to exceed $165,000 (Fiscal Impact: $0)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute an amendment to the agreement with JLee Engineering, Inc., in a form approved by the City Attorney to increase the respective contract amounts to a total amount not to exceed $165,000;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

STRATEGIC PLAN:

Goal: 1   Enhance Customer Service and Engagement

Objective: 1A   El Segundo provides unparalleled service to internal and external customers

FISCAL IMPACT: None

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): Planning and Building Safety – Building Safety #001-400-2403-6214

ORIGINATED BY: Lukas Quach, Building Safety Manager
REVIEWED BY: Sam Lee, Planning and Building Safety Director
Joseph Lillio, Finance Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The approved budget for the Building Safety Department for Fiscal Year 2018/19 includes a total of $1,202,921 for the Building Safety Division. Due to vacancy in Building Safety Divisions, staff has identified cost savings in employee salaries and benefits over the next six weeks of approximately $45,000.

Building Safety Division
The Building Safety Division’s 2018/19 budget includes the following position where cost savings have been identified: Senior Plan Check Engineer. The Senior Plan Check Engineer position was
vacated has not yet been filled. As a result, the City has continued to rely on the consultant services of JLee Engineering, Inc. who is currently under contract with the City to provide plan check and inspection services. They can continue to provide the City with the necessary services until the position is filled. The anticipated cost savings due to these vacancies are approximately $45,000 for the current fiscal year.

**Current Consultant Building Safety Department**
Currently, the City utilizes consultants to perform certain services for the Planning and Building Safety Department:

- **JLee Engineering, Inc.:** JLee Engineering provides plan check and inspection consulting services for the Building Safety Division. These services are utilized when workload exceeds the level that would preclude City staff from meeting customer service expectations.

The contract with the above consultant is proposed to increase (see table below), in order to continue to temporarily fill vacancies with consultants to handle an increasing plan check and inspection activity for ongoing projects.

<table>
<thead>
<tr>
<th>Consultants</th>
<th>Current contract amount (10/1/18)</th>
<th>Reallocation to contract amount (4/16/19)</th>
<th>Total Proposed Contract Amount (4/16/19)</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>JLee Engineering, Inc.</td>
<td>$120,000</td>
<td>$45,000</td>
<td>$165,000</td>
<td>Plan Review, onsite Inspection Staff</td>
</tr>
</tbody>
</table>

**RECOMMENDATION**
Accordingly, staff recommends that the City Council authorize the transfer of funds from the “employee salaries and benefits” budget category to “professional/technical service charges” budget category, in order to continue to temporarily retain the services of additional professional/technical consultants in the Planning and Building Safety Department, until the vacant positions can be filled. This reallocation of funds will reduce the funds budgeted for employee salaries and benefits for the Building Division for Fiscal Year 2018/19, while increasing the funds budgeted for professional/technical services charges for each Division by the corresponding amounts.

Additionally, staff recommends that the City Council authorize the City Manager to amend the existing agreement with JLee Engineering, Inc. to increase the total contract to $165,000.

If approved by the City Council, staff will prepare amendments with the above-referenced consultants, in a form approved by the City Attorney.
AGENDA DESCRIPTION:
Consideration and possible action to authorize the City Manager to execute a five year agreement with Central Square Technologies to provide implementation, Software as a Service (SAAS) hosting and ongoing maintenance services for the City’s Permitting System project. (Fiscal Impact: $300,000 for FY 2018-19; $683,642 over 5 years)

RECOMMENDED COUNCIL ACTION:
1) Following a Request for Proposal (RFP), authorize the City Manager to execute a 5 year agreement with Central Square Technologies, in a form approved by the City Attorney, to purchase implementation and hosting services for the City’s Permitting System project;
2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Final Selection Criteria and Scores
2. Central Square Final Bid Proposal

FISCAL IMPACT: $300,000 for FY 2018-19; $683,642 over 5 years

Initial cost of $353,702: includes one-time cost of $230,960 for implementation services, $46,192 (20% of implementation cost) for contingencies for all products and services over the life of the contract, and $76,550 for first year software subscription. Annual subscription costs will average $82,485, totaling $329,940 for subscription costs over the remaining four-year term of the contract. The current budget of $300,000 will cover all costs to be incurred during FY 2018-19. The subsequent years costs will be included in future budgets with funds already deposited in the permit surcharge trust account.

Amount Budgeted: $300,000 for FY2018-19
Additional Appropriation: N/A
Account Number(s): 301-400-8208-8718 (Building Permitting System)

STRATEGIC PLAN:

Goal: 1
Objective: A
Enhance Customer Service Engagement:
El Segundo provides unparalleled service to internal and external customers.

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

Goal: 2
Support Community Safety and Preparedness

Objective: The City participates in proactive communication and community engagement.

Goal: 4
Develop Quality Infrastructure and Technology

Objective: A
El Segundo’s physical infrastructure supports and appealing, safe and effective community.
B  El Segundo’s technology supports effective, efficient, and proactive operations.

STRATEGIC PLAN CONTINUED:

Goal:  5  Champion Economic Development and Fiscal Sustainability
Objective:  A  El Segundo promotes economic growth and vitality for businesses and the community.
B  El Segundo approaches its work in a financially strategic and responsible way.

ORIGINATED BY:  Sam Lee, Planning and Building Safety Director;
Charles Mallory, Information Systems Director

REVIEWED BY:  Sam Lee, Planning and Building Safety Director;
Charles Mallory, Information Systems Director

APPROVED BY:  Greg Carpenter, City Manager

BACKGROUND AND VENDOR SELECTION PROCESS:

The City Planning and Building Safety Department (PBS) develops, administers, and enforces standards for land use, design, construction, and housing within city limits, as well as long-range planning in El Segundo. PBS issues a variety of permits, and executes many diverse business processes and inspections.

The current permitting system “MUNI” is an in-house developed client-server application that includes a permit SQL server database. It has reached its end of life and the platform is no longer a viable system. Replacing this system was one of the top ISD project initiatives approved in the 2016 Strategic Plan.

In October 2018, the Permitting System sub-committee was engaged early in the process to provide input for the Project Charter, Request for Proposal (RFP), and vendor selection criteria. On November 15, 2018, a Permitting System RFP was released, and 6 vendors submitted proposals in January.

A cross functional evaluation team including members from Planning, Building, Fire, IT, Public Works and Finance was formed. The team was asked to thoroughly review the vendors’ proposals. A scorecard based on the functional and system requirement responses provided by the vendors were tallied and evaluated by the team. After further review and team discussions, the evaluation team unanimously agreed on the top three finalists.

The finalists were given the same scripts and 4 hours to present their solution on site. Another scorecard was tallied and the top 2 vendors advanced to the final round. Both vendors provided their customer references in their RFPs, which the selection team visited to assess the vendor’s prior performance. For Accela, we visited the City of Torrance, and for Central Square, the City of San Gabriel. Both cities provided some good recommendations and insights into the vendors’ products and services.
The vendors were then asked to return for a final onsite software demonstration to facilitate our final decision. After the demonstration, the evaluation team met once again to discuss the results, and submitted their final scorecard. After thorough evaluation, the vote was 5 to 1 in favor of Central Square as the vendor of choice.

The majority of the evaluation team members favored Central Square mainly due to its intuitive user interface design, default configurations, off-the-shelf solution delivery, lower cost and quicker implementation. Additional benefits are less staff training, and increased staff productivity.

The Tech Sub-committee for the Permitting system was invited to a presentation on March 22, for the vendor selection. The sub-committee supported the staff recommendation and later reported their support to the full Tech Committee. The full Technology Committee agreed that the recommended vendor met the selection criteria.

**Proposed Solution:**

The new system shall provide an integrated solution for all collaborating departments, and functions that are an integral part of the entitlement work flow, Building and Safety, Planning, Code Enforcements, Public Works, Fire, PD, and Finance.

Summarized below are the major goals of this project:

1. Replace Muni Permits with an up-to-date Permitting System
2. Achieve better system integration with GIS, Laserfiche, and Tyler Cashiering systems
3. Automate workflow for planning, permitting and inspections to enable better coordination and communication internally and externally
4. Enhance online capabilities that facilitate online web application process
5. Reduce Fire and Public Works in-person traffic, saving time and resources for counter staff in Planning, Building, and Business Services departments and Finance
6. Increase staff collaboration and productivity with enhanced information sharing
7. Enable an Electronic Plan Review system that promotes a paperless plan review environment
8. Enhance customer service and engagement with online citizen web portal
9. Improve management reporting and activity tracking and KPI reporting
10. Implement a cloud based hosting solution that ensures timely system upgrade, backup, and disaster recovery functions

Staff recommends authorizing the City Manager to execute a professional service agreement with Central Square in the amount of $683,642 to provide implementation and hosting services for the City’s Permitting System project.

This project is estimated to take approximately 12 – 18 months to complete. If Council approves the recommendation the following are the next steps:

1. Sign contract with vendor and determine implementation schedule
2. Start implementation
3. Complete UAT Testing
4. Conduct end user & system admin training
5. System Go Live
Exhibit 1

Permitting System Project Update
City of El Segundo
Vendor Selection
April 2019
## Final Evaluation Scorecard

**Evaluation Rating 1 (preferred) vs. 0**  
0 rating for entire category represents Neutral

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Accela</th>
<th>Central Square</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall Rating</strong></td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total Score from 6 members</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project understanding and implementation approach to accomplish City goals</td>
<td>2</td>
<td>2</td>
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<tr>
<td>Citizen Web Portal</td>
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<td>0</td>
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<tr>
<td>Company demonstrated system technology and expertise</td>
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</tr>
<tr>
<td>System User Interface Design &amp; Capability</td>
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<td>5</td>
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<tr>
<td>Company experience with municipalities and references</td>
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<td>1</td>
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<tr>
<td>Cost</td>
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<tr>
<td>Delivery Time</td>
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<td>Vendor presentation</td>
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<td>Vendor test drive</td>
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<tr>
<td>Customer Service and ongoing support</td>
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<td>1</td>
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<tr>
<td>Electronic Plan Review System</td>
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<td>2</td>
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<tr>
<td>Data Conversion implementation approach</td>
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<td>1</td>
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<tr>
<td>Backend Technology Platform, System Performance, &amp; Scalability</td>
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<td>1</td>
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<tr>
<td>Integration with Other Systems - GIS, Laserfiche &amp; Tyler Cashiering</td>
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<td>1</td>
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<tr>
<td><strong>Total</strong></td>
<td>15</td>
<td>35</td>
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</table>
Community Development Enterprise Suite Powered by TRAKiT Pricing Proposal For The City of El Segundo, CA
March 22, 2019

City of El Segundo, CA
Attn: Ms. Sally Rodriguez, Project Manager
Information Systems Department
350 Main Street
El Segundo, CA 90245

Re: Central Square Best & Final Offer

Dear Sally,

Thank you for your team’s patience as we prepared the Best & Final Offer for the Central Square Community Development Enterprise Suite, Powered by TRAKIT.

In an effort to provide the best possible service & product package for the City, I worked extensively with our Professional Services team to review the City’s current business requirements, for the Building & Safety, Planning, Code Enforcement & Finance/Business License departments. Upon review of the City’s website, available application types and business requirements, as well as information our team has gathered from our onsite meetings and phone discussions, our Project Managers determined that the amount of hours that were originally supplied were more than sufficient to meet the needs of the size and scope of this project. We have included a sample scope of work as well to further describe our approach to implementation for the TRAKIT solution. Community Development, Powered by TRAKIT, is a highly configurable solution and requires minimal customizations or scripting by our implementation team. In addition, as the City saw during the Sandbox Test Drive, our solution is designed with the end user in mind and has enabled users to pick up and learn the product quickly, which supports a quicker training and product adoption process. These are the key reasons why we have successfully implemented over 200 projects on time and within budget since TRAKIT was originally developed in 1991.

Per the City’s request we are proposing the SaaS pricing proposal which is inclusive of the Community Development Enterprise Suite for thirty-three (33) named users as well as integration points requested by the City in the original RFP. All implementation, training and data conversion services have been scoped out and included. Upon further discussion and review with upper Management at Central Square we are offering an increase in the cloud subscription discount to show our commitment to this project and in an effort to provide the City a fair and competitive annual price offering for our SaaS solution.

Upon review of the pricing proposals, please confirm when your evaluation team would like to set up a call to review and discuss questions that come up. We are open to further discussion of this best and final offering.

Thank you for your time & consideration, and please contact me directly with any questions or feedback that you may have: denise.brousseau@superion.com or (310)776-1393.

Sincerely,

Denise Brousseau
Denise Brousseau
Account Executive
Central Square Technologies
Pricing Model Overview for Central Square Technologies
Community Development Enterprise Suite

Superion Community Development Enterprise Suite:
- Includes the following core modules for 33 Named Users:
  - Permitting
  - Planning
  - Code Enforcement
  - CRM Management
  - Business License & Operational Permit Management
  - Standard GIS Interface
  - Citizen Engagement Web Portal
  - Field Mobile Apps (ITRAKIT Inspect & Code)

Superion Community Development Add-On Products:
- Includes the following add-on modules:
  - Enhanced GIS: Advanced GIS Integration Offering that includes Spatial Advisor, a higher level of integration that offers automated business rules triggered by City designated spatial locations (i.e. GIS layers)
  - Digital Plan Review Tool: Bluebeam Standard Site License Subscription

Superion Fusion API Integration Subscription - API for the Community Development Enterprise Suite:
- Includes the standard integration points with the following all 3rd party products listed below:
  - Document Management Solutions: City’s Laserfiche solution
  - Electronic Plan Review Tool Integration: Bluebeam
  - Finance Web API for Tyler Cashiering in an effort to support the City’s process of payments through the current cashiering solution.
  - Online Credit Card Payment and/or eCheck Processor Integration via one of the following supported products:
    - Authorize.Net
    - Virtual Merchant/Elavon/Converge
    - CSI / JetPay
    - PayFlowLink (Paypal)
    - USA ePay
    - Cardknox
    - Paymenus
  - Additional Integrations Points that are included in the Fusion API and can be added on as needed at no additional cost. These integration points would need to be identified in the Scope of Work upon contract. No additional subscription fees or service fees required:
    - IVR Integration: Selecten and Paymenus
    - Cash Drawer Integration
    - Signature Pad Integration
    - 3rd party CRM Solution integrations
    - Over The Counter Credit Card Payment Processing Integrations with Supported Payment Processors (i.e. via Credit Cards, eChecks):
      - Cardknox

• Services: All services have been included and identified within the quote. Implementation, Training, Data Conversion from MUNI & License Track, Finance Batch Interface to the City’s Tyler GL, additional 3rd Party Integrations, Custom Reports and Travel & Living Estimate.

*Please view the quote that follow this page.
Superion, a CentralSquare Company

**Quote Prepared For:**
Sam Lee, Director, Planning & Building Safety  
City of El Segundo  
350 Main Street  
El Segundo, CA, 90245  
(310) 524-2345

**Quote Prepared By:**
Denise Brousseau, Account Executive - Field  
Superion  
1000 Business Center Dr  
Lake Mary, FL 32746  
Phone: +1 4073044509 Fax:  
denise.brousseau@centralsquare.com

**Date:** 03/22/19

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Denise Brousseau with any questions.

---

**Cloud/Hosted Fees**

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<th>Quantity</th>
<th>Amount</th>
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<td>Superion Fusion Subscription SaaS</td>
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<td>Superion GIS Advanced Engine Subscription SaaS</td>
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**Total**  
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**Third-Party Cloud/Hosted Fees**

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**Total**  
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**Professional Services**

**Development & Conversion**

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<td>Superion Community Development Land Data Conversion</td>
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<td>Superion Fusion Subscription Services</td>
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<td>Product Name</td>
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**Travel & Living Expenses**

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**Total Professional Services**

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## Summary

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<tr>
<td>Cloud/Hosted Annual Access Fees</td>
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<td>Professional Services</td>
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<tr>
<td>Third-Party Cloud/Hosted Access Fees</td>
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<td><strong>Subtotal</strong></td>
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<td>License/Subscription Fee Discounts</td>
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<td><strong>Total</strong></td>
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<tr>
<td>Travel &amp; Living Estimate</td>
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<tr>
<td><strong>Total with Maintenance &amp; Travel &amp; Living Estimate</strong></td>
<td><strong>307,510.00 USD</strong></td>
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See Product notes in the Additional Information Section

Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.
Special Payment Terms by Product:

Special Terms Relating to the Bluebeam Standard License: 1.1 Bluebeam Software, Inc. owns the Bluebeam Third Party Products set forth in the Quote herein ("Third Party Products"). To facilitate Customer's use of the Third Party Products, Bluebeam Software has agreed to allow Superion to provide the Third Party Products to Customer through its distributor Lifeboat Distribution. The Third Party Products shall be used in accordance with licensor's EULA terms and conditions and documentation for the Third Party Products. The EULA is located at www.bluebeam.com/us/license/eula.asp. 1.2 During the term of this Quote, Superion shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to Superion by the licensor(s) of the Third Party Products, to the extent possible without additional cost to Superion, as and if permitted by Superion's agreement with the licensor of the Third Party Products, and to the extent such warranties and indemnities pertain to Customer's use of the Third Party Products hereunder. In the event of any defect in any Third Party Products supplied by Superion, Superion will use commercially reasonable efforts to replace or correct the Third Party Products without charge, unless it has been damaged or corrupted after supply by Superion (including, but not limited to, damage caused by incorrect use, incorrect voltage or attempts to modify Superion software or Third Party Product software). If such damage or corruption has occurred after supply by Superion, Superion reserves the right to refuse to replace or correct the Third Party Products or to impose charges for so doing. Provided that Superion complies with this provision, it shall face no further liability with respect to any defect in any Third Party Products. Unless as may be otherwise provided in the EULA, Superion shall provide Level 1 support of the Third Party Products. For purposes herein, Level 1 Support shall mean: Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information; Gathering information about the case, defining and describing the problem, and determining if the Third Party Product(s) is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third Party Product(s) problem by accessing third party online support resources; and if it is determined to be a Third Party Product problem, contacting the Third Party Product technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third Party Product support engineer. 1.3 Customer is hereby advised that the third party, and not Superion, assumes all responsibility for and liability in connection with the Third Party Products set forth in the Quote, and is solely responsible for delivering the Third Party Product(s) to Customer. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third Party Products as the same is provided for in the Quote and to accept payment of such amounts from Customer on behalf of the third party. 1.4 Disclaimer of Warranties. Except as may be provided in Section 1.2 above, Customer agrees and understands that SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REVIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD PARTY PRODUCTS.

This form constitutes a supplemental order and amendment to the existing Agreement (the "Agreement") by and between CentralSquare and Customer. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.
Travel expenses shall be governed by the CentralSquare Travel Policy.

Preprinted conditions and any terms stated on purchase orders or other documents submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by both parties.

If applicable, Third party hardware/software maintenance and any applicable warranty provisions will be provided by the third party manufacturer(s). The return and refund policy of each individual third party hardware/software supplier shall apply. In the event that a manufacturer changes any of these respective policies or prices, CentralSquare reserves the right to adjust this proposal to reflect those changes if they occur prior to execution.

Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery. Delivery is defined as either a) electronic delivery, by posting it on CentralSquare’s network for downloading, or similar electronic file transfer method, or (b) physical shipment, such as on a disc or other media transfer method. Physical shipment is on FOB CentralSquare’s shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the CentralSquare Solutions.

THIS DOCUMENT IS A PRELIMINARY QUOTE PENDING CentralSquare INTERNAL REVIEW & APPROVAL. CUSTOMER SIGNATURE/ACCEPTANCE DOES NOT CONSTITUTE A FINAL PURCHASE AGREEMENT OR CONTRACT.

Additional Information Section
Product Notes:

<p>| Community Development Enterprise: Cloud Subscription Pricing - 5 Year Investment Analysis |
|-----------------------------------------------|-----------------------------------------------|
|                                               |                                               |
| <strong>Year 1</strong>                                    | <strong>Year 2</strong>                                    |
| Annual Cloud Subscription                      | $76,550.00                                    |
| One-Time Costs (Contract Start-up)             | $10,000.00                                    |
| One-Time Costs (Services)                      | $202,960.00                                   |
| One-Time Costs Travel Estimate                 | $18,000.00                                    |
| <strong>Total Cost</strong>                                | <strong>$ 307,510.00</strong>                              |
| <strong>Year 3</strong>                                    | <strong>Year 4</strong>                                    |
| Annual Cloud Subscription                      | <strong>$ 80,378.00</strong>                               |
| One-Time Costs (Contract Start-up)             | <strong>$ 84,396.00</strong>                               |
| One-Time Costs (Services)                      | <strong>$ 202,960.00</strong>                              |
| One-Time Costs Travel Estimate                 | <strong>$ 18,000.00</strong>                               |
| <strong>Total Cost</strong>                                | <strong>$ 80,378.00</strong>                               |
| <strong>Year 5</strong>                                    | <strong>Year 5</strong>                                    |
| Annual Cloud Subscription                      | <strong>$ 88,616.00</strong>                               |
| One-Time Costs (Contract Start-up)             | <strong>$ 88,616.00</strong>                               |
| One-Time Costs (Services)                      | <strong>$ 202,960.00</strong>                              |
| One-Time Costs Travel Estimate                 | <strong>$ 18,000.00</strong>                               |
| <strong>Total Cost</strong>                                | <strong>$ 88,616.00</strong>                               |
| <strong>5 Year Total</strong>                               | <strong>$ 406,490.00</strong>                              |
| <strong>Note 1:</strong> Years 3 - 5: Assuming a standard 5% increase each year unless an alternate agreement has been reached between the City &amp; Central Square.  |
| <strong>Note 2:</strong> Year 1 Annual Cloud Subscription is inclusive of a $23,250.00 BAFO Discount.  |
| <strong>Note 3:</strong> Year 1 Annual Cloud Subscription is inclusive of the Bluebeam site license subscription.  |</p>
<table>
<thead>
<tr>
<th>Modules</th>
<th>HR</th>
<th>Users</th>
<th>Cost per user</th>
<th>Costs</th>
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<td>Superion SASS startup fees</td>
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<tr>
<td>Superion Sub Fees</td>
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<td>Superion Community Development SaaS Enterprise - Bus License</td>
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<td>Blue Beam license</td>
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<td>Advanced GIS Interface subscription</td>
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<td>Fusion API Subscription</td>
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<td></td>
<td></td>
<td>$3,500</td>
</tr>
</tbody>
</table>

(Central Square BAFO Discount) Less Discounts $ (23,250)
Total Annual Subscription Fees $ 76,550

2 yr SAAS contract cost Central Sq modules $ 156,928
2 yr SAAS contract cost Blue Beam (assume 3% inc each yr) $ 10,455
(Assume 5% inc yr 3) $ 167,382

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>HR</th>
<th>Price/hr</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation</td>
<td>0</td>
<td>$175</td>
<td>$-</td>
</tr>
<tr>
<td>Consulting Svcs</td>
<td>374</td>
<td>$160</td>
<td>$59,840</td>
</tr>
<tr>
<td>Report Development</td>
<td>100</td>
<td>$200</td>
<td>$20,000</td>
</tr>
<tr>
<td>Legacy Data conversion from Muni</td>
<td>104</td>
<td>$200</td>
<td>$20,800</td>
</tr>
<tr>
<td>Legacy Data conversion from License Track</td>
<td>40</td>
<td>$200</td>
<td>$8,000</td>
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<tr>
<td>Land Data Conversion</td>
<td>35</td>
<td>$200</td>
<td>$7,000</td>
</tr>
<tr>
<td>$35,800</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Services: GIS Interface</td>
<td>60</td>
<td>$200</td>
<td>$12,000</td>
</tr>
<tr>
<td>Development Svcs: Geo Update Routine, Fusion API config, Financial Batch Export</td>
<td>83</td>
<td>$200</td>
<td>$16,600</td>
</tr>
<tr>
<td>Total</td>
<td>218</td>
<td>$160</td>
<td>$34,880</td>
</tr>
<tr>
<td>Project Mgmt Svcs</td>
<td>149</td>
<td>$160</td>
<td>$23,840</td>
</tr>
</tbody>
</table>

Removal of a cost and stated as covered as part of the contract start-up costs (CS-DB)
|------------------------------------------------------------------|--------------|---------|----------|

**Assumptions:**

- 12-month annual subscription with a minimum 5-year agreement
- A 5% escalator may apply beginning Year 3 unless otherwise agreed upon by the City and Vendor
- Training costs quoted do not include travel and living expenses.
STATEMENT OF WORK

El Segundo, CA

COMMUNITY DEVELOPMENT
Version 1
# Statement of Work

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- Project Assumptions  

### 2. SCOPE OVERVIEW
- 2.1 Software Scope  
- 2.2 Services Scope  
- Task 1: Project Management  
- Task 2: Kick Off  
- Task 3: Workflow & Technical Discovery  
- Task 4: Configuration and Installation  
- Task 5: Data Conversion  
- Task 6: Quality Assurance Testing  
- Task 7: Training  
- Task 8: Mock Go Live Support  
- Task 9: Go Live Support  
- Task 10: Transition to Product Support  

**ATTACHMENT A – CHANGE ORDER FORM**  
**ATTACHMENT B – SAMPLE IMPLEMENTATION SCHEDULE**
1.0 Executive Summary

Introduction

This document is the Statement of Work (SOW) for the implementation of Community Development software and related services solely related to the software expressly identified in the Order (the “Agreement”) for the City of El Segundo, CA (the “Customer”). CentralSquare Technologies (“CentralSquare”) will provide implementation services identified in the Agreement as further described in this SOW to assist the Customer in implementing the CentralSquare Community Development software. The SOW is an attachment incorporated as part of the Agreement signed by CentralSquare and the Customer. All actions directed herein shall be performed in accordance with the Agreement.

This SOW is intended to be a planning and control document, not the detailed requirements or design of the solution.

Project Assumptions

CentralSquare is implementing a Commercially Available Off-the-Shelf solution.

Any specific customizations are defined in the Agreement; and, customizations will necessitate separate requirements documentation (to be developed post contract execution).

Customer and CentralSquare expect that this SOW may be modified from time to time as mutually agreed, given that CentralSquare may be provided or may obtain a more thorough understanding of Customer’s existing policies, practices, and operations through the post-contract planning and discovery process.

Customer and CentralSquare will jointly develop the detailed and fully integrated project plan and schedule. Any significant or material changes to the project, once the project plan is finalized, will follow the Change Control and Change Request Process as described herein.

The proposed project services include project management, installation, implementation, training, consulting, and other services work necessary to complete the project as described in this SOW and representing a best good faith estimate based on knowledge at time of the Agreement. For each CentralSquare services task, CentralSquare will assign a team member to provide the services, using up to the proposed total hours to complete the task. The Change Control and Change Request Process, as described within this SOW, accommodates any need for additional services to complete a services task. This may include reallocating services, or providing an additional number of services hours, as determined and mutually agreed upon by the Customer and CentralSquare.

The Customer will form a Project Team and will make their Project Team members available for meetings; consulting and training sessions; discussions and conference calls; and, other related project tasks or events requested by CentralSquare, or as indicated in the project plan. The Customer Project Team members will respond to information requests from CentralSquare staff in a timely manner as to minimize delays in the project. The Customer will designate a representative as the Project Team’s Project Manager. The Project Manager will be the primary point of contact for project coordination throughout the project.

The Customer will provide adequate breakout and conference space, as well as an adequate workspace for each onsite CentralSquare consultant, with access to network, Wi-Fi, telephone, and close proximity to the Customer Project Team.

Customer will provide adequate training space and computers for the scheduled training throughout the project. The training spaces will include fully functioning networked computers, meeting the required CentralSquare

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hardware standards. CentralSquare may consider alternative meeting options such as WebEx, video conferencing, remote desktop, and conference calls when appropriate.

The Customer may obtain the services of an additional consultant to provide project review, advice, and consultation at their own cost. CentralSquare will make every attempt to cooperate with the efforts of this consultant within the context of Customer’s participation, deliverable review, and approval timeframes identified within this SOW and the Agreement.

Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibility described in this SOW.

CentralSquare is not responsible for quality of Customer’s legacy data or for the correction or resolution of data quality issues unless previously agreed upon.

Customer will make resources available to assist as needed to fulfill the responsibilities herein.
2. Scope Overview

The purpose of this project is install CentralSquare's Community Development applications with a Commercially Available Off-the-Shelf software to improve the Customer's existing administrative processes to take advantage of industry best practices that best leverage the Community Development application. The project scope is comprised of the software and services identified in the Agreement and further described throughout this SOW.

2.1 Software Scope

CentralSquare shall provide maintenance service, technical support, and software updates. Covered software does not include hardware, hardware vendor operating systems and/or other system software, “Customer” developed software, or third-party software that is not part of this agreement.

CentralSquare will provide to the Customer a Community Development software to enhance local government operations through flexibility in automating permitting, managing inspections, regulating land use, and tracking projects. CentralSquare will deliver computer software and database structure for SQL/Server database.

The following outlines the software modules included as part of the Agreement.

<table>
<thead>
<tr>
<th>Enterprise Modules Included</th>
<th>Modules Not Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>✗ Land Management (includes Basic GIS)</td>
<td>✗ AnalyticsNOW (Cognos)</td>
</tr>
<tr>
<td>✗ Permitting</td>
<td>✗ VoiceTRAK IVR</td>
</tr>
<tr>
<td>✗ Projects and Planning</td>
<td>✗ My Community App</td>
</tr>
<tr>
<td>✗ Code Compliance</td>
<td></td>
</tr>
<tr>
<td>✗ Licensing</td>
<td></td>
</tr>
<tr>
<td>✗ Entity Management</td>
<td></td>
</tr>
<tr>
<td>✗ Citizen Response Management</td>
<td></td>
</tr>
<tr>
<td>✗ Workspace</td>
<td></td>
</tr>
<tr>
<td>✗ Basic Reporting and Analytics</td>
<td></td>
</tr>
<tr>
<td>✗ Document Attachment</td>
<td></td>
</tr>
<tr>
<td>✗ Citizen Engagement</td>
<td></td>
</tr>
<tr>
<td>✗ Mobiles</td>
<td></td>
</tr>
<tr>
<td>✗ Fusion</td>
<td></td>
</tr>
<tr>
<td>✗ Bluebeam</td>
<td></td>
</tr>
<tr>
<td>✗ Advanced GIS</td>
<td></td>
</tr>
<tr>
<td>✗ Licensed users - 33</td>
<td></td>
</tr>
</tbody>
</table>

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The following further defines certain modules:

**Provide Basic Reporting and Analytics:** Community Development includes Permit, Enforcement, Plan Correction libraries

**Provide Citizen Engagement module.**
- Deliverable: Includes one (1) standard Citizen Portal, one (1) standard eCheck API and one (1) standard Credit Card API interface.

**Provide Mobile module.**
- Deliverable: Includes one (1) application for Inspect, (1) application for Code, and (1) Mobile Services API.

**Provide Fusion module.**
- Deliverable: Includes one (1) of each of the following Community Development integration, Web Services, Finance Web API, Laserfiche API, California SLB Integration, CRM Integration API, Credit Card Reader Interface, Cash Drawer Interface, API for Signature pad, API for Teleworks (Paymentus) IVR, API for Selectron IVR, API for ProjectDox, and Bluebeam Server API

**Provide Bluebeam module.**
- Deliverable: Server API Included with Fusion

**Provide Advanced GIS module.**
- Deliverable: Includes Spatial Advisor and Spatial Connect

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### 2.2 Services Scope

CentralSquare will provide the following Services relating to the Community Development software installation.

#### Summary of Tasks and Deliverables

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Description</th>
<th>Deliverables</th>
</tr>
</thead>
</table>
| 1        | Project Management               | • Integrated Project Schedule  
                                                      • Status Reports, on going  
                                                      • Communication Plan  
                                                      • Risk Management and Issue Resolution Logs  
                                                      • Project Reporting Guidelines |
| 2        | Kick Off                         | • Agenda and Minutes  
                                                      • Baseline Schedule |
| 3        | Workflow Discovery               | • Workflow Discovery Agenda  
                                                      • Workflow Document and Debrief  
                                                      • As needed, Custom Modification Requirements |
| 4        | Installation and Configuration   | • Hardware Installation/Configuration  
                                                      • Software Installation  
                                                      • Interface description, ranking, and installation |
| 5        | Data Conversion                  | • Conversion Requirements Documentation  
                                                      • Converted Data |
| 6        | Quality Assurance Testing        | • Testing Checklist  
                                                      • System Integration Testing Results Report |
| 7        | Training                         | • Training Materials (both in hardcopy and electronic format)  
                                                      • Training Outlines  
                                                      • Quick Reference Guides |
| 8        | Mock Go Live                     | • Go Live Plan, Draft |
| 9        | Go Live and Go Live Support      | • Go Live Plan, Final  
                                                      • Action Tracker  
                                                      • Issue Log |
| 10       | Transition to Product Support    | • Support Playbook  
                                                      • Presentation, Official Handoff Discussion |

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Task 1: Project Management

Implementation Methodology

The implementation, conducted by a cross-functional team of consultants from several departments within CentralSquare Professional Services led by the assigned Project Manager, follows a five-phase approach. The high-level phases include:

**Initiation** – internal knowledge transfer, due diligence (e.g., contract review with Customer).

**Planning** – determination of required work, effort, and timelines. Key milestones during this phase include review of the executed contract with the project team, presentation and review of the project plan, review of requirements documentation, and development of a communication plan to establish frequency of project status meetings and reports. Specific project dates will be mutually determined upon execution of the contract and will be maintained in the Project Schedule.

**Execution** – active phase of implementation including core services related to four primary areas: installation, implementation, testing, and training. This phase may also contain any data conversion requirement and customizations to CentralSquare’s applications.

**Transition** – includes both the Go Live activities that transition Customer from their old system to their new system and the initial knowledge transfer of the Customer’s information to CentralSquare Support Staff.

**Closure** – verification of deliverables and complete the transition of Customer to CentralSquare Product Support and the CentralSquare Customer Success Manager.
Project Governance

The following provides an overview of roles and responsibilities for both the Customer and CentralSquare. CentralSquare’s recommendations, listed below, have been formulated from experience with hundreds of implementations through various organizations. Final responsibilities and team members are identified during the Planning Phase of the implementation. It is very important to the success of the project to elect personnel with decision making authority to these various roles and boards that will remain with the project until its completion.

Duties and Responsibilities of Customer

Customer will provide all information necessary for CentralSquare to establish the software’s configuration, including but not limited to:

- Current valuation and fee structures;
- Current Permit, Project, and Case type designations and categories;
- Examples of all current reports used by the Customer relating to business process management;
- Any exceptions to the typical business processes, or any special lifecycle requirements.

The Customer will ensure and provide staff who will be trained in use of CentralSquare software will have sufficient basic knowledge of existing business processes and MS-Windows functions.

Customer understands that timely completion of the Project is dependent in significant part upon the timely cooperation of Customer in providing information to CentralSquare necessary to complete the project, including, but not limited to:

- Data obtained from Customer’s present system to be incorporated into the new CentralSquare software; and
- Information relative to desired letters/reports to be incorporated into the CentralSquare software.

Should substantial changes occur that affect the negotiated project timeline, CentralSquare will provide the Customer with a Change Order for additional services to extend the project timeline.

CentralSquare requests that the following facilities be available for the entire lifecycle of the project.

- The Customer will provide an adequate workspace for each onsite CentralSquare consultant, with access to a desktop workstation (connected to the City’s network so that the consultants will be able to test the application using the City’s architecture), network, and close proximity to the Customer Project Team. Adequate breakout and conference space will also be provided.
- When CentralSquare is onsite, the Customer Project Team should ideally be located near the CentralSquare project members to facilitate good communication and coordination amongst the team members.
- Customer to provide classroom space, workstations (laptop or PC), and networked access to the server for all on-site classes at Customer facilities. If Customer does not have hardware for conducting training, then CentralSquare can provide onsite laptop labs for an additional cost.

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Project Staffing

The following list provides an overview of committees and positions for CentralSquare and the Customer. Final responsibilities and team members are identified during the Planning phase of the project.

Customer Staffing

The functions described below do not necessarily require multiple members but should be considered crucial to an on time and on budget delivery of the project.

Project Sponsor: The Customer’s Project Sponsor provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project, and communicating the project’s overall importance to their organization. The Project Sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but may not participate in day-to-day activities. The Project Sponsor will empower the Executive Steering Committee to make critical business decisions for the organization and participate in the Change Control Board. Smaller organizations may consider these roles to be interchangeable and designate one person to lead.

- **Executive Steering Committee:** The Executive Steering Committee (Committee) will understand, support, and communicate the cultural change necessary for the project and foster an appreciation of the value of an integrated system throughout the organization. The Committee oversees the Project Team and the project aiding when necessary to resolve issues and mitigate risk. Through participation in regular meetings, the Committee will remain updated on all project status, decisions, and milestone achievements. It is imperative for this Committee to provide support to the Project Team by communicating its importance throughout the organization from leadership to end users. The Committee is responsible for ensuring the project has appropriate resources, providing strategic direction to the Project Team, and making timely decisions on critical project or policy issues.

- **Change Control Board:** Change is inevitable in any project. The purpose of a Change Control Board is to ensure change is managed in a timely manner to minimize risk related to schedule and budget constraints. During the planning phase of the project, the Project Managers will set a cadence for the Change Control Board to discuss requested change, determine need, assess impact, and provide guidance to the Project Team. Agendas will follow a standard outline to include status of previously approved changes, introduction and discussion of new requests, and discussion related to risk of ongoing change as it relates to the timeline and budget of the project.

Project Manager: The customer will be responsible for providing a Project Manager who will coordinate team members and the overall implementation schedule. Through coordination with the CentralSquare Project Manager, the Customer Project Manager will be responsible for reporting to the Customer Steering Committee and/or Project Sponsor the status of the project and providing the Customer’s change management communications and coaching. The Customer Project Manager will also be the primary point of contact for the organization in relation to this project and will coordinate all onsite CentralSquare activities with the CentralSquare Project Manager.

Project Team - Functional Application Owners: Project Team members will be the functional application owners (FAO) for each area in the system. The Project Team members should be equipped with detailed subject matter expertise and must be empowered to make appropriate business process and configuration decisions in their respective areas. The Project Team is tasked with participating in project tasks related to their functional areas described in this SOW including planning, business process analysis, configuration, documentation, testing, training, and all other required tasks. The Project Team will be responsible for and
empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Customer Project Manager and Executive Steering Committee.

**CentralSquare Staffing**

**Executive Sponsor:** The CentralSquare Executive Sponsor is to provide support to CentralSquare Project Managers in reporting project progress to the Executive Steering Committee as necessary. The CentralSquare Executive Sponsor will approve and sign off on any material changes to project scope and/or staffing changes.

**Project Manager:** CentralSquare is providing an experienced Project Manager to this project. The Project Manager will remotely assist in facilitating activities. The CentralSquare Project Manager will coordinate between all CentralSquare departments as well as provide CentralSquare staff in accordance with the agreed upon project plan. If there is an issue that could delay the project, the CentralSquare Project Manager will immediately notify the Customer Project Manager and Project Sponsor/Steering Committee. The CentralSquare Project Manager will provide the status, tracking, and procedures for issue resolution. The CentralSquare Project Manager will also serve as the point person for all project issues and is the first escalation point.

The CentralSquare Project Manager will also perform the following tasks:

- Monitor and report progress on CentralSquare’s responsibilities.
- Oversee the software installation completion.
- Oversee the fulfillment of Go Live dates as agreed upon in the project schedule.
- Monitor the work plan and schedule and make course corrections as necessary.
- Prepare regular status notes and lead project calls/meetings.

**Functional Leads (Consultants, Developers, and Technical resources):** The CentralSquare Functional Leads include subject matter experts, commonly referred to as “SMEs”, from the various departments including training and installation for the products defined in the Agreement. The CentralSquare Functional Leads will work with the Customer Project Team to assist in the design and configuration of the Community Development system for optimal long-term use.

Leading the Community Development software configuration will be the CentralSquare Functional Leads with assistance from the Customer's Project Team. The CentralSquare Functional Leads will check that the software operates after configuration as outlined in its documentation. The CentralSquare Functional Leads will provide training on security and workflow as well as assist with set up according to this SOW. CentralSquare Functional Leads will also perform the following tasks:

- Assist with the resolution of issues.
- Train the Customer Project Team during the provisioning of the purchased solution.
- Provides and assists with data conversion guides according to Customer specifications and this SOW.
- Create and deliver interface programs according to Customer specification and this SOW.
- Create and deliver reports according to Customer specification and this SOW.
Communication

Project Status Cadence Meetings

Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues.

Project Status and Issues/Risks Reporting

In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

- The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.
- The Issues Log, updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreements by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remediating of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare’s Project Manager and the Customer’s Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

- All issues or concerns are to be openly and actively discussed between CentralSquare’s Project Manager and the Customer’s Project Manager prior to any escalation.
- If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives in the sequence below, as needed:

<table>
<thead>
<tr>
<th>CentralSquare</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Role</td>
</tr>
<tr>
<td>Project Manager</td>
</tr>
<tr>
<td>Manager, Project Management</td>
</tr>
<tr>
<td>Practice Director</td>
</tr>
<tr>
<td>VP, Professional Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.</td>
</tr>
</tbody>
</table>

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Change Requests and Changes to this Statement of Work

The Customer and CentralSquare may request a change to the services outlined in this SOW by following the process outlined in this section.

Either party may request changes in scope. Such a request is honored by the parties only if it becomes a formal Change Order. Customer will work with CentralSquare to document all requested changes on the "Change Order Form" included as Attachment A.

The change order will provide sufficient detail including the following.

- Detailed description of resources (both Customer and CentralSquare) required to perform the change.
- Specifications if applicable
- Implementation plans
- Schedule for completion
- Verification and approval criteria
- Impact on current milestones and payment schedule
- Additional milestones (if applicable)
- Impact on project goals and objectives
- Price

Either CentralSquare or Customer management may propose a change by submittal of a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the above-mentioned dispute resolution process.
Task 2: Kick Off

The Kick-Off Meeting starts the planning phase of the project. The purpose of the Project Kick-Off Meeting is to engage in a high-level discussion of the implementation goals, approach, schedule, team member responsibilities, and Customer requirements. The Project Teams (both CentralSquare and Customer) will meet to review the contract, project requirements, final SOW, and other information to begin planning out the project.

The agenda and materials require collaboration with the Customer Project Team. The meetings typically include:

- Introductions of CentralSquare and Customer Project Team members; roles and responsibilities.
- Review of contract, deliverables, and objectives.
- High-level overview of licensed products purchased by the Customer.
- Review of key project management practices.
- Review of the SOW, to include roles and responsibilities for each entity.
- Workflow and Technical Discovery.
- Review of the training courses included.
- Discussion on specific scheduling requirements and constraints.
- Review of the draft project schedule and key deliverables.

Project Schedule

During the planning phase of the project, after collaboration with the Customer Project Manager at the Kick-Off meeting, the CentralSquare Project Manager will provide an integrated Project Schedule using a format preferred by the Customer (i.e., Microsoft Excel, PDF, MS Project, etc.). The document will include all the tasks identified herein, additional summary project activities, deliverables, and other milestones of the project.

A fully integrated Project Schedule provides the Project Teams with a clear path to Go Live including critical path items. Identifying all critical path dependencies will allow the Project Teams to perform critical path analysis several times over the course of the project providing information to executives on the true status and progress of the project. A sample Community Development Implementation Schedule is included as Attachment B.

This schedule once reviewed and updated with feedback by the Customer Project Manager, will become the official baseline for the project. All changes will be executed according to the mutually agreed upon change control process and will be reported by the CentralSquare Project Manager at the regularly scheduled project status meetings.

The planning phase is considered complete when the baselined project schedule is agreed upon by all parties.

Roles and Responsibilities

CentralSquare:

- Provide project oversight and management of CentralSquare personnel (e.g., Consulting Manager, Training Team Lead).
- Provide a meeting agenda in advance and minutes/action items list after the meeting.
- Prepare a draft Project Schedule with milestones and potential services dates to discuss at the Kick-Off Meeting.

CentralSquare personnel participating in this task:

  o Project Manager
  o Functional Leads (as needed)

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Customer:

- Participation at the Kick-Off Meeting by the Customer Project Manager, Project Team/FAQs, and other key personnel (as determined by Customer).
- Reserve appropriate meeting facility and publicize to internal team.
- Active participation is required for successful planning and discovery.

Assumptions:

- Both CentralSquare and Customer will assign Project Manager’s with the requisite skills and leadership authority within the organization to effectively accomplish the goals and complete the scope of the services in this SOW. CentralSquare has include remote Project Manager (RPM) hours to cover a 9 to 10-month project. If the project runs over the allotted RPM hours the Customer may contract for additional hours.
- Customer will participate in weekly project team calls with CentralSquare’s Project Manager.
- Customer is responsible for completing the go-live checklist no less than 30 days before Go Live to ensure full testing has occurred and the customer organization is ready for go live.

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**Task 3: Workflow & Technical Discovery**

The Workflow and Technical Discovery task will assist CentralSquare staff in recommending configuration options during the provisioning of the Community Development applications and serve as a roadmap for the application configuration to be completed throughout the project implementation. The CentralSquare Project Team will schedule a Workflow and Technical Discovery workshop early in the initial stages of the project to identify potential gaps or operational procedural changes needing to be addressed.

Prior to conducting the workshop, CentralSquare project staff may request key documents, such as organizational charts, current documentation of processes as they may exist, and policy/procedures manuals. Making this information available will allow CentralSquare Functional Leads to become familiar with the Customer providing opportunities for more insightful questions around processes. The Customer Project Manager will coordinate with Customer Project Team (and other staff as necessary) to assist in gathering and distributing these requested documents.

This workshop will be structured to provide the Customer’s Project Team with an overview of the CentralSquare Community Development system, review preparations for upcoming project tasks, identify required data necessary to provision the new system, and review project roles and responsibilities. CentralSquare Functional Leads will conduct an overview demonstration of the integrated components of the new system, focusing on system logic and information flow throughout applications; and, will engage in discussions on Customer’s current workflows, desired functionality, and requirements. During the workflow assessment, the CentralSquare Functional Leads will meet with the Customer’s FAQs and identified key personnel in various areas of operations to review current outputs, documents regarding Customer policies, and gather any additional information around current procedures.

The specific agenda and schedule for the workshop will be agreed to by both the CentralSquare and Customer Project Managers. The workshop will, at a minimum, begin with a general session involving the entire Customer Project Team, as well as breakout sessions with key City personnel from specific work areas.

CentralSquare will document all findings during the workshop into a Workflow Discovery Report.

CentralSquare will summarize the operations processes reviewed and provide recommendations for process improvement as necessary. Recommendations will focus on application configuration options consistent with CentralSquare best practices based on experience with customers with similar business practices and implementing systems of comparable size and complexity. Taking advantage of the process improvement recommendations by CentralSquare will allow the Customer to take full advantage of all functionality within the Community Development applications as purchased under the Agreement.

**Roles and Responsibilities**

**CentralSquare:**

- In collaboration with the Customer’s Project Manager, create and review the workshop schedule and agenda for the discovery to confirm process areas, identify participants for various meetings and observation sessions, and set the timeline for presentation of the final recommendations.
- Validate the hardware architecture for the solution.
- Assess and review Customer’s current workflow processes in key areas to identify opportunities afforded by the CentralSquare system for process improvements or for process changes necessitated by the transition to the CentralSquare system.
- Document recommendations for application configuration and usage in each key area of operations assessed in a Workflow Discovery Report.

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• Present the results of the Workflow Discovery Report to the Customer’s Project Team. Incorporate Customer feedback (questions, requests for edits) provided in writing, following the verbal presentation of the recommendations. Provide a revised Workflow Discovery Report within ten (10) business days of receipt of written Customer feedback.

• Conduct internal knowledge transfer within the CentralSquare Project Team to ensure that all consultants and trainers are aware of and prepared to implement the recommended application configurations.

CentralSquare Roles participating in this task:
  o Project Manager
  o Functional Leads

Customer:

• Cooperate with CentralSquare Project Manager to develop a mutually agreeable schedule and agenda for the workflow discovery. Identify appropriate Customer personnel to attend each scheduled meeting, interview, or observation and communicate expectations to the personnel identified.

• Provide Department requested documents within required timeframe. If a document is not available, provide alternative document/information source as a substitute.

• Ensure that identified Customer personnel attend all scheduled meetings, interviews, and observations. If scheduling adjustments become necessary during the discovery process, discuss these needs with the CentralSquare Project Manager.

• Review recommendations in the Workflow Discovery Report and attend the scheduled presentation of the findings. Submit written questions or requests for clarification/revision to the CentralSquare Project Manager within five (5) business days of the presentation.
Task 4: Configuration and Installation

Configuration

CentralSquare will be responsible for configuring the Community Development applications, while the Customer will be responsible for coordinating any third-party vendors and developing any documentation required for system testing. All communication between the Customer and CentralSquare in this stage is anticipated to be done remotely. The CentralSquare Project Manager will be the Customer’s primary contact with other CentralSquare resources utilized as-needed.

Roles and Responsibilities

CentralSquare:
• Perform agreed-upon configuration / data conversion.
• Coordinate additional information from Customer as needed.
• Lead weekly status calls with Customer.
• Maintain shared project plan.

Customer:
• Coordinate configuration / development of any third-party vendors.
• Develop standard operating procedure (SOP) documentation.
• Develop testing and training plan.
• Participate in weekly status calls.

CentralSquare Application Software Installation

Installation services for CentralSquare software applications encompass loading of all pertinent files and the initial configuration of the Community Development applications to activate all functionality purchased.

Roles and Responsibilities

CentralSquare:
• Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
• Set up training/test environment as mirror copy of the production environment.
• Conduct knowledge transfer of installation/set up procedures to Customer IT staff and/or other designated personnel responsible for set up and maintenance of end user computers (4-6 people maximum).
• Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will ensure that all needed components are prepared and ready prior to conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.
• Provide Customer with installation instructions to complete the remaining installation procedures on the rest of the Customer workstations and mobile equipment.

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CentralSquare Roles participating in this task:
  o Project Manager
  o Technical Consultant

Customer:
  * Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
  * Provide access to City's servers (including third-party) as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation tasks.
  * Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

Interfaces

Interface development is the joint responsibility of the Customer and CentralSquare. Customer will be responsible for interface development work to/from existing legacy systems. CentralSquare will be responsible for interface development work to/from the Community Development system.

CentralSquare will provide necessary assistance with interface setup, testing, and implementation to verify communications and basic functionality. Third-party vendors are responsible for writing triggers extracting data from the CentralSquare database and exporting it to another location for import into their external system. CentralSquare agrees to answer any database/interface questions that may arise and cooperate with third-party vendors to complete interfaces as necessary.

When CentralSquare is engaged to create an interface program for the following process will be followed:

<table>
<thead>
<tr>
<th>Task</th>
<th>CentralSquare Role</th>
<th>Customer Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Validate Interface Scope.</td>
<td>Provide input on scope and advise Customer on best practices related to interfaces</td>
<td>Provide input</td>
</tr>
<tr>
<td>Discovery between the Customer and the Developer assigned to write the interface. Specifics of the interface are detailed so that both parties have a full understanding.</td>
<td>Lead task</td>
<td>Participate in discovery and make decisions</td>
</tr>
<tr>
<td>Specifications are created by the Interface Developer and sent to the Customer.</td>
<td>Create specifications</td>
<td>Provide input and answer questions if necessary</td>
</tr>
<tr>
<td>Customer reviews and signs specifications.</td>
<td>Revise specifications as necessary</td>
<td>Review specifications</td>
</tr>
<tr>
<td>Developer creates interface and delivers to the Customer along with documentation of interface.</td>
<td>Create interface and deliver to the Customer</td>
<td>Provide subject matter expert to answer questions if necessary</td>
</tr>
<tr>
<td>Customer staff tests results and reports any discrepancies.</td>
<td>Answer any questions from Customer as testing is executed</td>
<td>Review interface, test results and provide feedback to CentralSquare</td>
</tr>
<tr>
<td>Developer adjusts interface based on the Customer feedback and re-delivers along with updated interface documentation. Above steps are repeated until accepted.</td>
<td>Revise interfaced report as necessary</td>
<td>None</td>
</tr>
</tbody>
</table>

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Roles and Responsibilities

CentralSquare:

- Where a CentralSquare relationship exists, work directly with CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Install all interfaces required for Go Live prior to System Integration Testing.
- Training for FAO on functionality of each interface as installed and configured.
- Provide Interface Control Documents to Customer upon request.
- Where interfaces are custom, CentralSquare will work with the third-party consultants to receive a detailed statement of work around each custom item.

Customer:

- Act as the primary point of contact with non-CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Provide detailed schema, protocol, query specifications, as needed, and as available per interface.
- Ensure design decisions are made conclusively and in a timely fashion.
- Provide a Customer point of contact for each interface who is knowledgeable of the workflow and data requirements.
- Responsible for validating all data transferred into Community Development and data transferred from Community Development to another application.
- Provide FAO that is/are familiar with existing data structures in the legacy system to assist with the interface process.
- Provide expertise in third-party data, data mapping, and data validation.
- Review and provide feedback on all custom interface SOWs within ten (10) business days of delivery.
- Review and provides written feedback on Interface Control Documents within ten (10) business days of delivery.
Task 5: Data Conversion

Legacy data conversions are a very labor-intensive process that will require open communications between the CentralSquare and Customer data conversion teams.

The following data from the Customer’s legacy system has been identified as data needing to be converted to Community Development and is included in the services identified in the Agreement. During the project, further discussion and discovery will take place and the Customer may request that modifications to the data conversion services scope be performed by CentralSquare. If the data conversion scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order, which will describe changes in scope of work and payment of fees due for such modified hours/pricing.

CentralSquare has included conversion services and pricing in the Agreement for the conversion services outlined below.

**Deliverable:** Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing. CentralSquare does not guarantee the quality of the source data received but makes reasonable effort to convert all data in the original source that it is provided.

**Applies to:** Land data from a single source, historical data from the Customer’s legacy system(s).

- Assessor / GIS Connect
- Legacy Data – MUNI Permits
- License Track (Contacts and Licenses)

**Requirements and Notes:**
- For GeoData/GIS Conversions:
  - Customer understands that Community Development integration relies on the agency’s source data format remaining constant once conversion instructions are provided by the customer. Any change to the Community Development GIS/GeoTRAK integration that is due to data format changes will be subject to a Change Order.
- Customer to provide CentralSquare all tables and files that are necessary for historical data conversion.
- Customer to provide all necessary files and data to CentralSquare within thirty (30) days of project commencement date.
- Customer to sign off on Data Conversion Data Mapping Specification provided by CentralSquare.
- While minor changes to this Specification are allowed through the testing period at no additional cost, Customer acknowledges that they will thoroughly review the specification document, and that the conversion mapping and methodology is correct to the best of Customer’s knowledge. Minor changes include:
  - Modifying translation logic for data sources that are included in this document;
  - Converting tables/fields that were previously thought to be unnecessary for conversion, provided those data sources are included in the Specification.
- Major changes will incur an additional cost. Major changes include:
  - Requirements to convert additional data sources;
  - Modifications to structure of data sources, including field names or data types;
  - Changes requested after the deadline for issue submission;
  - Fundamental changes to conversion methodology as determined by CentralSquare.

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Customer will thoroughly test data converted by CentralSquare after each delivery and report issues within the timeframes agreed in the Project Schedule. In the event, unplanned data conversion activities are required, then CentralSquare and Customer will mutually agree on an appropriate change in project cost.

**Data Conversion Approach**

Data conversion development is the joint responsibility of the Customer and CentralSquare. Customer will be responsible for extracting data from their legacy system(s). CentralSquare will be responsible for importing the data conversion files received from the Customer into Community Development using standard imports (where available) or conversion programs.

When CentralSquare is engaged to write a data conversion via a conversion program, the process flows as outlined:

<table>
<thead>
<tr>
<th>Task</th>
<th>CentralSquare Role</th>
<th>Customer Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Validate conversion scope.</td>
<td>Provide input on scope and advise Customer on best practices related to converting data</td>
<td>Customer to provide input and requirements for data conversion</td>
</tr>
<tr>
<td>Discovery call between the Customer and the Data Conversion Specialist assigned to write the data conversion program During call, specifics of the task are discussed so that both parties have a full understanding.</td>
<td>Lead Task</td>
<td>Participate in Discovery and make decisions</td>
</tr>
<tr>
<td>Provide to CentralSquare all tables and files that are necessary for historical data conversion.</td>
<td>Provide FTP or other agreed upon secure method for transfer of data</td>
<td>Provide data</td>
</tr>
<tr>
<td>Specifications are created by the Data Conversion Specialist and sent to the Customer.</td>
<td>Develop specifications</td>
<td>Provide input and answer questions if necessary</td>
</tr>
<tr>
<td>Customer reviews and signs specifications.</td>
<td>Revise specifications as necessary</td>
<td>Review specifications and provide feedback</td>
</tr>
<tr>
<td>Complete data conversion checklists. Customer and CentralSquare will compile separate checklists that will be compared at data delivery</td>
<td>Complete data conversion checklists and compare to Customer checklist</td>
<td>Provide data from Legacy system in CentralSquare required formats, and complete data conversion checklist</td>
</tr>
<tr>
<td>Deliver data and data conversion checklists for testing. Walk the customer staff through testing data conversion</td>
<td>Deliver data and completed data conversion checklist</td>
<td>None</td>
</tr>
<tr>
<td>Tests results and reports any discrepancies.</td>
<td>Supports the Customer testing converted data</td>
<td>Test and validate data</td>
</tr>
<tr>
<td>CentralSquare Data Conversion Specialist adjusts conversion program and delivers data. Above steps are repeated until accepted.</td>
<td>Adjust Conversion Program</td>
<td>None</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Task</th>
<th>CentralSquare Role</th>
<th>Customer Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer signs off on completion</td>
<td>None</td>
<td>Sign Off</td>
</tr>
</tbody>
</table>

**Roles and Responsibilities**

**CentralSquare:**
- CentralSquare will assign a designated CentralSquare conversion team to analyze Customer legacy data.
- CentralSquare will arrange an analysis meeting with Customer Project Team representatives to review the conversion options and to confirm both the environment and module data to be converted.
- CentralSquare will develop conversion programs specific to the modules requested by Customer.
- CentralSquare will work closely with Customer staff throughout the process to find any data that is not clearly identified in the legacy system.
- CentralSquare will perform a maximum of three data uploads. If additional iterations are requested by the Customer, then each iteration will be billable at the standard hourly rate outlined in the Agreement. It is important for Customer representatives to thoroughly review and fully document discrepancies to avoid the need for additional conversion iterations and subsequent additional costs.
- CentralSquare will reconvert the module data with code table translations provided by Customer staff and upload the data to the Customer’s Community Development server.
- CentralSquare will perform an internal audit of the converted module data to identify any application related issues. CentralSquare will make final corrections to items identified in the audit and on Customer’s final punch list.
- CentralSquare will extract the final legacy data for the scheduled Go Live.

**CentralSquare Roles participating in this task:**
- Project Manager
- Data Conversion Consultant

**Customer:**
- Customer will be responsible for providing CentralSquare with legacy source data in any of the four following data formats: SQL database, Microsoft Access database, Microsoft Excel spreadsheet, delimited text file, etc. A final legacy system data extraction will need to occur immediately prior to the Go Live date and provided to CentralSquare.
- Customer staff will provide a data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and CentralSquare’s database. If sufficient documentation is not available, Customer will need to provide screenshots of the legacy system to assist in mapping data elements to the CentralSquare database.
- The Customer is responsible for validating all data once it is converted into Community Development.
- Customer will provide FAO that are familiar with existing data structures in the legacy system to assist with the conversion process, clean all data, and extract data from legacy to comply with CentralSquare file layouts.
- The Customer resources will provide the resources to assist with legacy data, data mapping, and data validation.
- The Customer will be responsible to get the legacy data ”conversion ready”, meaning it is clean (duplicates, typos, missing information, etc. have been corrected) and in a format that CentralSquare can read for import purposes (Excel spreadsheet, for example).
- Customer staff will review the converted data and provide CentralSquare with detailed, written feedback within one week of the delivery of a converted data set, or as mutually agreed by CentralSquare and

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Customer. This process will continue for several iterations. Customer will provide CentralSquare with a final punch list of module discrepancies.
Integration Scope

The Integrations with Community Development identified in the Agreement are as further described below. During the project, further discussion and discovery will take place and the Customer may request that CentralSquare perform modifications to the integration services scope. If the integration scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order, which will describe changes in scope of work and payment of fees due for such modified hours/pricing.

Applies to: Deliver batch export to Customer's financial system.

Deliverable: Create a stored procedure/batch script routine to export financial details nightly from the Community Development system into the Customer's financial system. A sample export routine with instructions must be provided to CentralSquare within thirty (30) days of contract execution.

Applies to: Financial data from a single source.

○ Finance Batch to GL - Tyler Eden

Requirements and Notes:

- CentralSquare is not responsible for the applicable third-party software, third-party hardware, third-party system software or third-party services costs which may be required for the configuration of the interfaces described or any additional costs that the third-party might require for the integration to be successful.
- Customer is responsible for any necessary communications with third-party vendors, if necessary, to accomplish the Interface scope in this SOW. CentralSquare is not responsible for delays caused by third-party readiness.

Forms and Reporting Scope

CentralSquare will provide services as outlined in the agreement for custom forms and reports modifications.

Deliverable: Provide one hundred (100) standard reports from the Community Development library, along with the following standard libraries:

○ Permit Library includes a standard Permit Form, Certificate of Occupancy, Receipt, Invoice, and Inspection Results Letter.
○ Enforcement Library includes two (2) standard Violation Letters.
○ Plan Corrections Library includes a standard Plan Correction Notice and a standard Planning Commission Staff Report.

Requirements and Notes:

- Custom forms/reports specifications must be identified and signed off no later than the initiation of the Testing Phase of project, or as defined by the agreed project plan.
- Customer to provide information regarding fee formulas, usage, permit and project forms.
- Customer sign off on forms/reports specification provided by CentralSquare.
- While minor changes to specifications are allowed through the testing period at no additional cost, Customer acknowledges that they will thoroughly review the specification document, and that the format and content is correct to the best of Customer's knowledge. Minor changes include:
  ○ Modifying form/report logic for data sources that are included in the specification;

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Major changes may incur an additional cost as defined by CentralSquare. Major changes include but are not limited to:
  - Requirements to reformat the report after it has already been delivered;
  - Modifications to the structure of content being displayed;
  - Changes requested after the deadline for issue submission;
  - Fundamental changes report format/content as determined by CentralSquare.

- Customer will use one of CentralSquare's standard formats. If CentralSquare standard format does not meet requirements, the Customer can have a custom form created at additional expense.
- Customer will provide written specifications and or current samples for all reports CentralSquare has agreed to develop.

**Reports Approach**

When CentralSquare is engaged to write reports CentralSquare and the Customer will use the following approach.

<table>
<thead>
<tr>
<th>Task</th>
<th>CentralSquare Role</th>
<th>Customer Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create Scoping Document.</td>
<td>Advise Customer on best practices related to reports</td>
<td>Define initial report and requirements</td>
</tr>
<tr>
<td>Discovery between Customer and the Project Manager. Specifics of the report are detailed so that both parties have a full understanding.</td>
<td>Participate in Discovery and make decisions</td>
<td>Document specifications</td>
</tr>
<tr>
<td>Specifications or current report samples are created by the Customer and sent to CentralSquare.</td>
<td>Develop specifications and send to Customer for review</td>
<td>Provide input and answer questions if necessary</td>
</tr>
<tr>
<td>CentralSquare and Customer review and sign specifications.</td>
<td>Review specifications and provide feedback</td>
<td>Revise specifications as necessary</td>
</tr>
<tr>
<td>CentralSquare Report Writer creates report and delivers to the Customer.</td>
<td>Create report</td>
<td>Provide subject matter experts to answer questions if necessary</td>
</tr>
<tr>
<td>Customer staff tests results and reports any discrepancies.</td>
<td>Answer any questions from Customer as testing is executed</td>
<td>Review, test report, and provide feedback to CentralSquare</td>
</tr>
<tr>
<td>CentralSquare Report Writer adjusts reports based on the Customer feedback and re-delivers. Above steps are repeated until accepted.</td>
<td>Revise Report (if necessary)</td>
<td>None</td>
</tr>
<tr>
<td>Customer signs off or specification.</td>
<td>None</td>
<td>Provide Sign Off</td>
</tr>
</tbody>
</table>

**Forms Creation Approach**

When CentralSquare is engaged to develop custom forms, CentralSquare and the Customer will use the following approach.

<table>
<thead>
<tr>
<th>Task</th>
<th>CentralSquare Role</th>
<th>Customer Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Validate Forms Scope.</td>
<td>Advise Customer on best practices related to forms</td>
<td>Define initial forms and requirements</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Task</th>
<th>CentralSquare Role</th>
<th>Customer Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discovery between Customer and the Project Manager. Specifics of the Workflow are detailed so that both parties have a full understanding.</td>
<td>Document forms specifications</td>
<td>Participate in meetings and make decisions</td>
</tr>
<tr>
<td>Specifications are created by the Project Manager and sent to Customer.</td>
<td>Develop specifications and delivery to Customer</td>
<td>Provide input and answer questions if necessary</td>
</tr>
<tr>
<td>Customer reviews and signs specifications.</td>
<td>Revise specifications as necessary</td>
<td>Review and provide feedback on specifications</td>
</tr>
<tr>
<td>CentralSquare Form Developer creates forms and delivers to the Customer.</td>
<td>Create forms</td>
<td>Provide subject matter experts to answer questions if necessary</td>
</tr>
<tr>
<td>Customer staff tests results and reports any discrepancies.</td>
<td>Answer any questions from Customer as testing is executed</td>
<td>Test forms</td>
</tr>
<tr>
<td>CentralSquare Form Developer adjusts forms based on Customer feedback and re-delivers. Above steps are repeated until accepted.</td>
<td>Adjust forms based on Customer feedback</td>
<td>None</td>
</tr>
<tr>
<td>Customer signs off on specification.</td>
<td>None</td>
<td>Provide Sign Off</td>
</tr>
</tbody>
</table>
Task 6: Quality Assurance Testing

From a project management perspective, quality assurance focuses on satisfaction with deliverable services. The CentralSquare Project Manager will work closely with the Customer Project Manager to ensure deliverables align with descriptions in the SOW. We expect feedback on delivery services to be shared at regular status meetings. A written acknowledgement at the end of each delivery verifies your satisfaction.

To ensure quality in delivery, CentralSquare provides services for the validation tasks outlined below. These tasks around verifying the application is function as designed, and as expected by the Customer, will provide the confidence the users need to ensure acceptance.

This stage of the project will begin with a CentralSquare Training Consultant coming onsite to perform FAO training with Customer staff. The Customer will then begin its testing process, notifying CentralSquare as issues / questions arise. There will be remote communication between the Customer and CentralSquare regarding issues and their resolution, with a shared portal so that all team members have visibility to the complete list. CentralSquare will provide revised delivery(s) for configuration and data integration as needed. During this stage, the Customer will also be testing integration with other third-party systems (if any). The Customer will be responsible for communicating issues / resolution with all relevant vendors. However, it is imperative that the Customer lead and perform the actual testing processes to validate the results and confirm the system meets your business requirements.

Testing Types
The basic types of testing include:

- **System Testing** – performed in tandem with the installation process to ensure the system is operating effectively in your environment.
- **Integration Testing** – completed by end users after System Testing to ensure the configuration is properly operating.
- **User Verification Testing** – completed after Integration Testing prior to Go Live.

Roles and Responsibilities

CentralSquare

- CentralSquare Project Team will work with the Customer to schedule the appropriate validation tasks above.
- CentralSquare Project Manager will own communication with the Customer Project Manager around resolution delivery for all tasks.
  - User training for FAO Testing.
  - Assist Customer with questions / issues on as-needed basis.
  - Provide issue tracking portal for team member visibility to issues/status/resolution.
  - Provide iterative configuration / data conversion deliveries based on testing feedback.
  - Lead weekly status calls with Customer.
  - Maintain shared project plan.

Customer

- Customer Project Manager will work with CentralSquare Project Manager to schedule validation tasks.
- Customer application owners will participate in testing activities.
  - Provide key staff availability and appropriate facilities for training and testing.
  - Execute all phases of testing plan, including third-party integration.
  - Provide constructive, detailed feedback to CentralSquare based on testing results.
  - Coordinate issues / resolution to third-party vendors.
  - Amend training plan / SOPs as needed.
  - Participate in weekly status calls.
  - Participate in system administration and report writing training.

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- Power Users attend and participate in end-user training sessions.
Task 7: Training

CentralSquare will train both the Customer FAOs and end users as part of this project. During the planning phase, the CentralSquare Project Manager and the Customer Project Manager will develop a Training Plan in accordance with the scoped hours as provided by the Agreement.

Requirements and Notes:
- Onsite means at Customer’s facilities.
- Remote means from CentralSquare facilities.
- Completed workbook must be received by CentralSquare prior to the start of the configuration phase.
- Class size is limited to eight (8) to twelve (12) students, during hands-on sessions.

Roles and Responsibilities

CentralSquare:
- Provide experienced Training Consultant(s) to conduct training.
- Define training schedule (start and end times, breaks) for each class/series with the Customer Project Manager.
- Assist Customer in identifying appropriate training participants and in confirming the sequencing of training classes for all licensed solutions and applications.
- Conduct conference call with the Customer one to two weeks prior to training (for each new class or series of identical classes) to review Customer preparation steps and verify readiness for training.
- Provide electronic access to CentralSquare training information for all courses.
- Follow-up internally and with the Customer on any issues or action items arising during training.
- CentralSquare Roles participating in this task:
  - Project Manager
  - Training Consultants for each Core Product

Customer:
- Identify and schedule appropriate personnel to attend training.
- With the exception of an emergency, attend training without interruption or distractions (e.g., use of mobile devices unrelated to the training).
- Customer will provide the necessary classrooms, facilities, materials, copies of documentation, network, Wi-Fi and/or lines to data terminals, personal computers and PC operating system software, and related equipment to support training classes. This includes one full-functioning workstation per student, one full-functioning workstation for the instructor, an LCD, a projection screen, a whiteboard, and connectivity to the server.
- Ensure that Customer personnel to receive train-the-trainer training have the prerequisite skill sets, operations knowledge base, and dedicated time to complete follow up tasks after the completion of the training.
# Customer Change Order Form

The following form is to be used when a change has been requested to the contract or statement of work. The following will be prepared by the CentralSquare Technologies Project Manager and sent to the Customer for signatures. Completed form will be forwarded to CentralSquare Technologies Accounting. If required, an amendment will be drafted through Contract Services for delivery to Customer.

## Contract Change Request

| Customer: | Customer Contact:
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>CentralSquare Technologies Project Manager:</td>
<td>Name</td>
</tr>
<tr>
<td>CentralSquare Technologies Account Executive:</td>
<td>Title</td>
</tr>
<tr>
<td></td>
<td>Address</td>
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<td></td>
<td>Email</td>
</tr>
<tr>
<td></td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
</tr>
</tbody>
</table>

## Products/Services Deleted:
The following have been requested to be terminated or deleted. An amendment will be required.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item #</th>
<th>CentralSquare Technologies Applications, Hardware, 3rd Party Software, Services</th>
<th>Agreement/Quote #</th>
<th>Reason for Request</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

## Products/Services Added:
The following have been requested to be added: (please include Quote showing descriptions, pricing). An Amendment, Add-Quote or Supplement will be required.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item #</th>
<th>CentralSquare Technologies Applications, Hardware, 3rd Party Software, Services</th>
<th>Agreement/Quote #</th>
<th>Reason for Request</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

ALL CREDITS WILL BE APPLIED TO FUTURE LICENSED PROGRAMS ONLY.

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Confidential and Proprietary
35 | Page
### Training Approach and Knowledge Transfer

**FAO Training:** CentralSquare will conduct training for the FAO. The following areas are the types of training CentralSquare will conduct with the Customer’s FAO.

<table>
<thead>
<tr>
<th>Training Descriptions</th>
<th>Descriptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modules Overview</td>
<td>CentralSquare staff will provide the Customer an overview and understanding of all modules in Community Development which are part of this SOW.</td>
</tr>
<tr>
<td>Community Development Navigation Training</td>
<td>Basic navigation on the user interface in Community Development.</td>
</tr>
<tr>
<td>Security Training</td>
<td>CentralSquare will train the Customer on all aspects of how to set up and use the security components in Community Development. Customer is responsible for overall Security set up and configuration after training.</td>
</tr>
<tr>
<td>Community Development Module Configuration and Unit Testing</td>
<td>CentralSquare completes the set-up of Community Development and does initial testing.</td>
</tr>
<tr>
<td>Process Training</td>
<td>Once Community Development is set up, data is converted, and the Customer FAO has been trained the Customer will fully test. CentralSquare will train the FAO on how to create and process records using the Community Development software. This will prepare the team to conduct testing and to start getting prepared for end user training.</td>
</tr>
<tr>
<td>End-User Training</td>
<td>CentralSquare will train end-users assigned by the Customer. Training will be in a classroom environment and formally completed after testing is completed and before Go Live.</td>
</tr>
</tbody>
</table>

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Task 8: Mock Go Live Support

Once the solution is online in a pre-production environment CentralSquare will facilitate a Mock Go Live shortly after training begins. The intent of the Mock Go Live is walk through the Go Live plan and task list to ensure Customer is ready for the move into production. The inclusion of end users with Go Live tasks during this process is critical to ensuring readiness.

Should issue arise during the Mock Go Live, the Project Managers document, track, and prioritize for timely resolution. All issues will be classified in the same manner as the previous testing tasks.

Roles and Responsibilities

CentralSquare

- CentralSquare Project Manager will work with the Customer Project Manager to schedule planning meeting for the Mock Go Live event.
- CentralSquare Project Manager will provide a written Post Mock Go Live Report of all functional testing. Any items that fail testing will be discussed with Customer and prioritized for resolution.
- CentralSquare Project Manager will own communication with the Customer around resolution delivery for all items.

Customer

- Customer Project Manager will work with CentralSquare Project Manager to schedule the Mock Go Live event.
- Customer Project Manager provides accommodations for the Mock Go Live event, as these are hands-on activities with the Customer, devices for testing applications must be provided by the Customer.
- Customer will make end users of the system available for Mock Go Live activities.
- Customer Project Manager will provide feedback on Post Mock Go Live Report within 10 business days from receipt.
Task 9: Go Live Support

This stage of the project involves using the system in production. The Customer and CentralSquare will agree upon a Go Live week during which the Customer will cease use of the legacy system and will begin using Community Development for production use. Immediately prior to Go Live, CentralSquare and the Customer will perform final data conversion from legacy system(s) into Community Development. During data conversion, the Customer understands that services on legacy software may need to be suspended or operations be continued in an alternative manner.

The Customer will begin production use of Community Development with CentralSquare staff onsite for support. Although other CentralSquare team members will be involved with support tasks and the resolution of issues, the CentralSquare Project Manager will continue to be the Customer’s main point of contact throughout Go Live until the system stabilizes and all issues are resolved. A follow-up visit is performed by the CentralSquare Consultant roughly forty-five (45) days after Go Live. The purpose of this visit is to analyze system performance and usage by Customer staff, and to provide any suggestions or facilitate configuration changes that would improve attainment of the Customer’s goals.

Customer has contracted with CentralSquare to provide onsite Go Live support services. The Go Live strategy is to take the customer live with all products at the same time. These services provide Go Live coverage for eight (8) hours per day for up to two (2) days for multiple personnel, during normal business operations. CentralSquare and Customer Project Managers will mutually agree on a plan that provides assistance and support to Customer system users within the scope of the Go Live services contained within this Agreement.

Roles and Responsibilities

CentralSquare:
- Review Customer Go Live preparation plan with schedule and checklist with the Customer Project Manager and team at four and two weeks prior to the date.
- Complete technical preparations the week prior to Go Live, including deleting all test data from the production environment and copying the final Go Live configuration to the training environment.
- Meet with Customer Project Team and Go Live resources to discuss schedule of events and final customer preparations.
- Outline an issue reporting procedure for CentralSquare and Customer staff during cutover activities. Maintain a log of all outstanding issues and identify each of their priorities and responsible party assignments.
- Escalate any issues requiring immediate resolution, add non-critical issues to a punch list managed by the CentralSquare Project Manager and resolved by the CentralSquare implementation team.

CentralSquare Roles participating in this task:
- Project Manager
- Community Development Training Consultant
- Community Development Data Conversion Consultant
- Community Development GIS Consultant

Customer:
- Complete all tasks on the Customer Go Live preparation checklist in the designated timeframes.
- Meet with CentralSquare Project Team the day prior to Go Live to discuss schedule and final preparations.
- Customer Project Manager provide support and assistance throughout Go Live event.
- Customer FAO/SME’s to provide first line support during Go Live activities with the support of CentralSquare Project Team.
- Bring any application or hardware issues to the attention of the CentralSquare Project Team for prioritization and resolution according to the issue reporting procedures outlined in the cutover plan.

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Task 10: Transition to Product Support

After Go Live, CentralSquare transitions responsibility for assistance to Product Support. The CentralSquare Project Manager and the appropriate Product Support Manager hold an introductory call to introduce Support guidelines and personnel to members of the Customer Project Team and/or other key agency personnel who will be authorized contacts for CentralSquare Product Support. The CentralSquare Project Manager and implementation team continue to own responsibility for tracking and resolving any implementation related issues identified prior to or at Go Live, providing continuity to assure timely closure of any implementation related issues.

Transition from the CentralSquare Project Management Team to support is a formalized process that engages the CentralSquare Services and Support teams and the Customer. The Customer is involved in the transition of agreed upon open items, acknowledgment of their priority, and delineation of owner prior to Go Live. Implementation items will stay with the Project Management Team and all product-related issues will transition to CentralSquare Support. The following tasks are an important part of this formal process where the CentralSquare Services and Support teams along with the Customer will execute a Go Live approval no later than two weeks prior to Go Live.

Go Live approval document will include:

- All project deliverables that have been completed (line item, per contract) with attached proof of deliveries for each item.
- All project deliverables associated with the quote/project that remain to be completed (line items, per contract).
- All open support issues by item number, with intended resolution and timeframe per item.
- Next Phase functionality that has not been contracted for (via change Agreement or new project). This specifically acknowledges ideas that have been generated but are not part of the current scope of work.
- The Customer is responsible for acknowledging receipt of a complete list of remaining work and known defects; acceptance of completed data conversion or identifies specific issues; and, acceptance of all funded and custom software with acknowledgement the system is production ready.

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Attachment A – Change Order Form
For CentralSquare Technologies Finance Use Only: Finance Amendment Information Form (To be completed by Accounting for approval)

<table>
<thead>
<tr>
<th>Qty</th>
<th>Licensed Program(s)/ Services:</th>
<th>Billed</th>
<th>Paid</th>
<th>Recognized</th>
<th>Revenue Impact</th>
<th>Finance Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>CentralSquare Technologies Approval</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Director of Services</th>
<th>Accounting</th>
<th>Contracts Services</th>
</tr>
</thead>
</table>

Authorization:

This Change Order is considered valid once both parties have signed this document. Its effective date shall be the most recent date of the two signatures.

<table>
<thead>
<tr>
<th>Customer Authorized Signature</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CentralSquare Technologies Project Manager</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
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</table>
Attachment B – Sample Implementation Schedule
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Sample Community Development New Installation</strong></td>
<td>283 days</td>
</tr>
<tr>
<td>2</td>
<td>Initiation</td>
<td>10 days</td>
</tr>
<tr>
<td>3</td>
<td>Contract Awarded</td>
<td>1 day</td>
</tr>
<tr>
<td>4</td>
<td>Software Installation</td>
<td>16 hrs</td>
</tr>
<tr>
<td>5</td>
<td>Planning</td>
<td>95 days</td>
</tr>
<tr>
<td>6</td>
<td>Remote Webinar Training Series</td>
<td>5 days</td>
</tr>
<tr>
<td>7</td>
<td><strong>Workbook and Workflow Development</strong></td>
<td>90 days</td>
</tr>
<tr>
<td>8</td>
<td>Permitting</td>
<td>90 days</td>
</tr>
<tr>
<td>9</td>
<td>1st Workbook Review</td>
<td>30 days</td>
</tr>
<tr>
<td>10</td>
<td>2nd Workbook &amp; Workflow Review Remote Discussion</td>
<td>30 days</td>
</tr>
<tr>
<td>11</td>
<td>3rd Workbook &amp; Workflow Review Remote Discussion</td>
<td>30 days</td>
</tr>
<tr>
<td>12</td>
<td><strong>Code Compliance</strong></td>
<td>90 days</td>
</tr>
<tr>
<td>13</td>
<td>1st Workbook Review</td>
<td>30 days</td>
</tr>
<tr>
<td>14</td>
<td>2nd Workbook &amp; Workflow Review Remote Discussion</td>
<td>30 days</td>
</tr>
<tr>
<td>15</td>
<td>3rd Workbook &amp; Workflow Review Remote Discussion</td>
<td>30 days</td>
</tr>
<tr>
<td>16</td>
<td><strong>Projects and Planning</strong></td>
<td>90 days</td>
</tr>
<tr>
<td>17</td>
<td>1st Workbook Review</td>
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<tr>
<td>18</td>
<td>2nd Workbook &amp; Workflow Review Remote Discussion</td>
<td>30 days</td>
</tr>
<tr>
<td>19</td>
<td>3rd Workbook &amp; Workflow Review Remote Discussion</td>
<td>30 days</td>
</tr>
<tr>
<td>20</td>
<td><strong>Licensing</strong></td>
<td>90 days</td>
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<tr>
<td>21</td>
<td>1st Workbook Review</td>
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</tr>
<tr>
<td>22</td>
<td>2nd Workbook &amp; Workflow Review Remote Discussion</td>
<td>30 days</td>
</tr>
<tr>
<td>23</td>
<td>3rd Workbook &amp; Workflow Review Remote Discussion</td>
<td>30 days</td>
</tr>
<tr>
<td>24</td>
<td><strong>Entity Management</strong></td>
<td>90 days</td>
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<tr>
<td>25</td>
<td>1st Workbook Review</td>
<td>30 days</td>
</tr>
<tr>
<td>26</td>
<td>2nd Workbook &amp; Workflow Review Remote Discussion</td>
<td>30 days</td>
</tr>
<tr>
<td>27</td>
<td>3rd Workbook &amp; Workflow Review Remote Discussion</td>
<td>30 days</td>
</tr>
<tr>
<td>28</td>
<td><strong>CRM</strong></td>
<td>90 days</td>
</tr>
<tr>
<td>29</td>
<td>1st Workbook Review</td>
<td>30 days</td>
</tr>
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<td>30</td>
<td>2nd Workbook &amp; Workflow Review Remote Discussion</td>
<td>30 days</td>
</tr>
<tr>
<td>31</td>
<td>3rd Workbook &amp; Workflow Review Remote Discussion</td>
<td>30 days</td>
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<tr>
<td>32</td>
<td><strong>Land Management Workbook</strong></td>
<td>84 days</td>
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<tr>
<td>33</td>
<td>1st Land Management Workbook Review</td>
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<tr>
<td>34</td>
<td>2nd Land Management Workbook Review</td>
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<tr>
<td>35</td>
<td>Final Land Management Workbook Review</td>
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</tr>
<tr>
<td>36</td>
<td>Land Management Workbook SIGN OFF</td>
<td>21 days</td>
</tr>
<tr>
<td>37</td>
<td><strong>Reporting and Analytics</strong></td>
<td>42 days</td>
</tr>
<tr>
<td>38</td>
<td>Final List of Forms/Reports Due</td>
<td>21 days</td>
</tr>
<tr>
<td>39</td>
<td>Initial Forms/Reports Scope SIGN OFF</td>
<td>21 days</td>
</tr>
<tr>
<td>40</td>
<td><strong>Data Conversion</strong></td>
<td>29 days</td>
</tr>
<tr>
<td>41</td>
<td>1st Draft of Data Conversion Document</td>
<td>14 days</td>
</tr>
<tr>
<td>42</td>
<td>2nd Draft of Data Conversion Document</td>
<td>14 days</td>
</tr>
</tbody>
</table>

*All dates used are for illustrative purpose only. No dates have been reserved for conversions or training. When contract is signed, a Project Manager develops a detailed plan with confirmed dates, resources, and tasks that may vary from this plan.*
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
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</thead>
<tbody>
<tr>
<td>43</td>
<td>Final Data Mapping Conversion SIGN OFF</td>
<td>1 day</td>
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<tr>
<td>44</td>
<td>Execution</td>
<td>176 days</td>
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<tr>
<td>45</td>
<td>System Configuration</td>
<td>60 days</td>
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<tr>
<td>46</td>
<td>Test</td>
<td>110 days</td>
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<tr>
<td>47</td>
<td>Initial Delivery</td>
<td>1 day</td>
</tr>
<tr>
<td>48</td>
<td>Power User Training</td>
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<tr>
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<td>1st Testing Review</td>
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<td>2nd Testing Review</td>
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<td>51</td>
<td>2nd Delivery</td>
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<td>52</td>
<td>3rd Testing Review</td>
<td>21 days</td>
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<td>4th Testing Review</td>
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<td>54</td>
<td>3rd Delivery</td>
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<tr>
<td>55</td>
<td>Land Management Update Routine Delivery</td>
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<tr>
<td>56</td>
<td>GIS Final Review</td>
<td>1 day</td>
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<tr>
<td>57</td>
<td>Final Review of Forms/Reports</td>
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</tr>
<tr>
<td>58</td>
<td>5th Testing Review</td>
<td>21 days</td>
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<tr>
<td>59</td>
<td>Final Delivery</td>
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<tr>
<td>60</td>
<td>Testing Ends SIGN OFF</td>
<td>1 day</td>
</tr>
<tr>
<td>61</td>
<td>Train</td>
<td>6 days</td>
</tr>
<tr>
<td>62</td>
<td>End User Training ONSITE</td>
<td>5 days</td>
</tr>
<tr>
<td>63</td>
<td>System Administrator / Report Writing Training</td>
<td>1 day</td>
</tr>
<tr>
<td>64</td>
<td>Transition</td>
<td>2 days</td>
</tr>
<tr>
<td>65</td>
<td>Transition to Live</td>
<td>1 day</td>
</tr>
<tr>
<td>66</td>
<td>Go Live ONSITE – 2 Days</td>
<td>1 day</td>
</tr>
</tbody>
</table>

All dates used are for illustrative purposes only. No dates have been reserved for conventions or training. When contract is signed, a Project Manager develops a detailed plan with confirmed dates, resources, and tasks that may vary from this plan.
AGENDA DESCRIPTION:

Consideration and possible action regarding an ordinance amending section 1-4-4A of the El Segundo Municipal Code ("ESMC") to change the Regular City Council Meetings held on the first and third Tuesday of every calendar month beginning time from five o'clock (5:00) p.m. to four o'clock (4:00) p.m. for closed session matters and interviews or appointments for committees, commissions and boards in the West Conference Room and change the beginning time of the seven o'clock (7:00) p.m. to six o'clock (6:00) p.m. in the Council Chamber for all other matters addressed in open session.

(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Waive second reading and adopt Ordinance No. 1582
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Ordinance No. 1582

FISCAL IMPACT: N/A

STRATEGIC PLAN:

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

ORIGINATED BY: City Council
WRITTEN BY: Mona Shilling, Deputy City Clerk II
APPROVED BY: Greg Carpenter, City Manager and Tracy Weaver, City Clerk

BACKGROUND AND DISCUSSION:

At the March 5, 2019 City Council meeting, Council brought forward a discussion to look at ways to be more efficient with the community’s, Council’s and staff’s time related to conducting Council meetings. Council discussed and voted to move forward with changing the beginning time for the regularly scheduled City Council Meetings as one item toward achieving that goal and directed staff to bring back an Ordinance for Council consideration.

State law requires the City Council to provide the time and place for holding regular meetings by ordinance, resolution or bylaws. (Gov. Code § 54954(a).) Because the City Council’s regular meeting times are established in the Municipal Code, on March 19, 2019 staff prepared a draft ordinance amending the Code. The City Council introduced an Ordinance to amend section 1-4-
4A of the El Segundo Municipal Code (ESMC”) to change the Regular City Council Meetings held on the first and third Tuesday of every calendar month beginning time from five o’clock (5:00) p.m. to four o’clock (4:00) p.m. for closed session matters and interviews or appointments for committees, commissions and boards in the West Conference Room and change the beginning time of the seven o’clock (7:00) p.m. to six o’clock (6:00) p.m. in the Council Chamber for all other matters addressed in open session.

Importantly, the proposed ordinance only establishes the City Council’s regular meeting times. Under state law and the City’s Municipal Code, the Mayor or a majority of the City Council can call for a special meeting to be held on any day or time. (Gov. Code § 54956; ESMC § 1-4-4(C).)

If adopted ordinance no. 1582 will take effect 31 days from today. Once the ordinance becomes effective, the City Clerk’s office will then revise City Council agendas to reflect the new meeting times. The May 21, 2019 Regularly scheduled Council meeting, closed session will begin at four o’clock (4:00) p.m. and open session will begin at six o’clock (6:00) p.m.

Recommendation:

Staff recommends the City Council adopt the attached ordinance no. 1582 to amend the beginning time of the regularly scheduled Council meetings.
ORDINANCE NO. 1582

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE SECTION 1-4-4A RELATING TO CITY COUNCIL MEETINGS.

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

SECTION 1: Subsection A of El Segundo Municipal Code § 1-4-4 is amended to read as follows:

"1-4-4: MEETINGS:

A. Regular Meetings: Regular city council meetings are scheduled for the first and third Tuesdays of every calendar month. Regular city council meetings begin at four o’clock (4:00) p.m. in the West Conference Room for closed session matters and interviews or appointments for committees, commissions and boards, and at six o’clock (6:00) p.m. in the council chambers for all other matters to be addressed in open session."

SECTION 2: 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 3: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 4: This Ordinance will become effective thirty (30) days following its passage and adoption.

PASSED AND ADOPTED this ____ day of April, 2019.

Drew Boyles, Mayor

ATTEST:

__________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

__________________________
Mark D. Hensley, City Attorney
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF EL SEGUNDO

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. _____ was duly introduced by said City Council at a regular meeting held on the ____ day of __________ 2019, 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 __________, 2019, 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 to authorize the Police Department to replace five (5) 2013 Honda ST1300P motorcycles which are due for replacement by purchasing five (5) new 2019 BMW R1250 RT-P motorcycles under an existing contract from Long Beach BMW. The City’s purchase would “piggy-back” on an existing City of Sacramento contract # 2017-0327. Authorize the City Manager or designee to repurpose, sell or auction the department’s used motorcycles. (Fiscal Impact: $150,195)

RECOMMENDED COUNCIL ACTION:
1. Authorize the Police Department to replace (5) 2013 Honda ST1300P motorcycles which are due for replacement with (5) new 2019 BMW R1250 RT-P motorcycles;
2. Pursuant to El Segundo Municipal Code 1-7-10, authorize the City Manager to issue a purchase order piggybacking on an existing City of Sacramento contract to purchase five (5) new 2019 BMW R1250 RT-P motorcycles in an amount not to exceed $150,195 using Equipment Replacement and Asset Forfeiture funds;
3. Authorize the City Manager or designee to repurpose, sell or auction the department’s used motorcycle fleet;
4. Authorize to utilize Asset Forfeiture funds up to $9,000 to cover an estimated funding shortfall; and/or,
5. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
   Long Beach BMW quote
   City of Sacramento contract with extension to 2/27/2020

FISCAL IMPACT:
   Amount Budgeted: $142,000
   Additional Appropriation: $9,000
   Account Number(s): 601-400-3101-8105 (Equipment Replacement)
                        109-400-3105-8105 (Asset Forfeiture)

STRATEGIC PLAN:
   Goal: (2) Support Community Safety & Preparedness
   Objective: (3) El Segundo approaches safety in a financially responsible way

ORIGINATED BY: Raymond Garcia, Lieutenant
REVIEWED BY: Bill Whalen, Chief of Police
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

Currently, the police department utilizes five (5) 2013 Honda ST1300P police motorcycles for everyday enforcement. In addition, two (2) 2007 BMW R1200 RT-P police motorcycles are maintained and utilized for training purposes and as spare units. The replacement of the 2013 Honda was scheduled for 2016, but to maximize the utility of these motorcycles, their useful life was extended. In keeping with law enforcement industry standards for durability, reliability and safety, police and fleet maintenance staff conducted an assessment of the motorcycle fleet to determine the viability of continued front line service or replacement.

As part of this assessment, staff reviewed service costs, mileage, overall condition as well as needs of the Department. It was learned maintenance costs have risen exponentially since the motorcycles were first due for replacement. Between 2016 and 2018, these expenses increased nearly 47% when compared to the previous three years. Due to these increasing maintenance expenditures, age and extreme operational tempo these vehicles endure, police and maintenance staff believe these motorcycles have reached the end of their front line service life and should be replaced.

Following a detailed evaluation of potential police motorcycle replacement options, Staff determined the BMW police motorcycle would best meet the needs of the Department. In addition to an anticipated decrease in costs for maintenance and 3-year/60,000 mile warranty, the new BMW R1200 RT-P police motorcycle offers innovative safety features such as: Cornering ABS (allows officer/rider to maintain control while breaking in turns), Electronic Suspension Adjustment (ESA) with Dynamic Traction Control (DTC), 46 degree lean angle, fully integrated LED emergency lighting system, dual linked maintenance free battery and three-tone 120 dB twin-speaker siren/air-horn/public address that were not previously available on any other police motorcycle industry-wide.

Unlike other models researched, the BMW R1200 RT-P also comes pre-wired for on board computers, printers or video system. This motorcycle is also capable of operating on 87 octane fuel and can utilize the wholesale bulk gasoline that is available at our City maintenance facility. In contrast, other police motorcycles, including the Honda, require 91 octane premium fuel which is more costly and only available at retail service stations.

This recommended purchase will be primarily funded from Equipment Replacement in the amount of $142,000. An additional appropriation of $9,000 is requested from the Asset Forfeiture Fund Balance. Sufficient funds are available in the Asset Forfeiture Fund Balance for the additional appropriation.

Staff also requests authorization to maintain two (2) of the best conditioned 2013 Honda ST1300P police motorcycles to be utilized for training purposes and as spare units during special event deployments. If approved, place all new 2019 BMW R1250 RT-P motorcycles on the Equipment Replacement schedule with a minimum of a three-year service life.
# LONG BEACH BMW MOTORCYCLES

2125 E. Spring Street • Long Beach, California 90806  
Mailing Address: P.O. Box 90639 • Long Beach, California 90809-0639  
562.426.1200 • 562.426.1157 Fax • www.longbeachbmwmotorcycles.com

City of El Segundo

**Quote**

3/13/2019

**City of Sacramento Contract Bid No. B17153311004**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(5) 2019 BMW R 1250 RT-P</td>
<td>$132,595.90</td>
</tr>
<tr>
<td>Price increase on 2019 model</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Night Black 716</td>
<td>N/C</td>
</tr>
<tr>
<td>Low Seat</td>
<td>N/C</td>
</tr>
<tr>
<td>Add Rear Flashlight Baton Holder</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Add Pro Laser 4 Lidar holder</td>
<td>$1,495.00</td>
</tr>
</tbody>
</table>

Doc fee $425.00  
Sub Total 9.50% $137,015.90  
Sales Tax $13,016.51  
Tire Fee $17.50  
CVR Fee $145.00  
Total OTD $150,194.91

[Signature]

Charles Berthon
CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): 2017-0327

Supplement/Addendum #: 1

Assessor’s Parcel Number(s):

Contract Effective Date: 02/28/2017

Contract Expiration Date (if applicable): 02/27/2020

$ Amount (Not to Exceed): $300,000.00

Adjusted $ Amount (+/-): __________________________

Other Party: Long Beach BMW Motorcycles

Project Title: BMW Police Motorcycles

Project #: __________________________

Bid/RFQ/RFP #: B17153311004

City Council Approval: YES

if YES, Council File ID#: 2017-00165

Contract Processing Contacts

Department: Public Works

Project Manager: Alison Crandall

Contract Coordinator: Alison Crandall

Phone Ext. 1163

Accounting:

(Signature) Alison Crandall

Digitally signed by Alison Crandall
Date: 2018.07.16 11:03:39 -07'00'

(Date) 07/19/2018

(Signature)

Division Manager: Mark R Stevens

Digitally signed by Mark R Stevens
Date: 2018.07.16 11:03:39 -07'00'

(Date) 07/16/2018

Other:

(Signature)

(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

☐ Recording Requested ☐ Other Party Signature Required

-----------------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE----------------------------
CONTRACT SUPPLEMENT  
(Supplies)

The City of Sacramento ("City") and Long Beach BMW Motorcycles ("Contractor"), as parties to that certain contract awarded for the above Bid and designated as City Contract Number 2017-0327, including any prior contract supplements modifying the contract (the contract and contract supplements are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Contract is amended as follows:
   
   Extend the time of performance to February 28, 2019.

2. In consideration of the Contract amendment described in section 1, above, the maximum not-to-exceed amount that is specified in the Contract is by ________, and the Contract’s maximum not-to-exceed amount is amended as follows:

   | Contract’s original not-to-exceed amount: | $300,000 |
   | Net change by previous contract supplements: | $0 |
   | Not-to-exceed amount prior to this contract supplement: | $300,000 |
   | Increase/Decrease by this contract supplement: | $0 |
   | New not-to-exceed amount including all contract supplements: | $300,000 |

3. Contractor agrees that the compensation specified herein shall constitute full compensation for the Contract amendment specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such amendment, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this contract supplement.

Approval Recommended By:

[Signature]

Project Manager

Approved By:

[Signature]

Contractor

Approved By:

[Signature]

City of Sacramento

2017-0327-1

With: Long Beach BMW Motorcycles
Title: BMW police Motorcycles

Approved As To Form By:

[Signature]

City Attorney

Attested To By:

[Signature]

City Clerk

(Rev. 9/17/12)
Title:  Contract: Purchase of Five Motorcycles for the Police Department

Location: Citywide

Recommendation: Pass a Motion: 1) awarding a one-year contract with two one-year renewal options to Long Beach BMW Motorcycles—the only responsible bidder—for the purchase of five BMW 1200 RT-P High Speed, Black and White motorcycles for the Police Department in an amount not to exceed $300,000 for the three-year period; and 2) authorizing the City Manager or the City Manager's designee to execute the contract specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Kindelberg Morales, Program Specialist, (916) 808-6631; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter: None

Attachments:
1-Description/Analysis
2-Bid Results
3-Contract
Description/Analysis

Issue Detail: The Department of Public Works (DPW), Fleet Management Division, has a customer requirement to purchase replacement motorcycles for ongoing operations.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56.

Economic Impacts: None

Environmental Considerations: No environmental review is necessary because the recommendations in this report involve the purchase of motorcycles and are not considered to be a project in accordance with Section 15378(b)(2) of the California Environmental Quality Act Guidelines.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: The DPW, Fleet Management Division, has a customer requirement to purchase replacement motorcycles for ongoing operations. On December 21, 2016, Fleet Management, in accordance with City Code Chapter 3.56, issued Invitation for Bid No. B17153311004 for BMW 1200 RT-P Police Motorcycles. The only responsive and responsible bidder is Long Beach BMW Motorcycles.

Financial Considerations: The recommended contract with Long Beach BMW Motorcycles in an amount not to exceed $300,000 will be used to purchase five replacement motorcycles for the Police Department. These purchases will be made from the DPW operating budget (Fleet Fund, Fund 6501) and will be charged to the Police Department’s multi-year operating project (MYOP) for replacement vehicles and equipment. Sufficient funds are available in each of these budgets for purchases through June 30, 2017. Purchases made after June 30, 2017 are subject to funding availability in the adopted budgets of the applicable fiscal year.

Local Business Enterprise (LBE): Long Beach BMW Motorcycles is not an LBE. The minimum LBE participation requirement is waived for the procurement of supplies totaling greater than $100,000 because of the limited number of local suppliers and subcontracting is generally not practical or financially beneficial to the City.
### BMW 1200 RT-P Police Motorcycle

<table>
<thead>
<tr>
<th>Item</th>
<th>Long Beach BMW Motorcycles</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMW 1200 RT-P Police Motorcycles (5)</td>
<td>$130,273.70</td>
</tr>
<tr>
<td>5% LBE Preference</td>
<td>$0</td>
</tr>
<tr>
<td>1% City Limit Preference</td>
<td>$0</td>
</tr>
<tr>
<td>Prompt Payment Discount</td>
<td>$0</td>
</tr>
<tr>
<td>8.50% Sales Tax</td>
<td>$11,073.26</td>
</tr>
<tr>
<td>Freight</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Bid Evaluation</strong></td>
<td><strong>$141,346.96</strong></td>
</tr>
</tbody>
</table>

Long Beach BMW Motorcycles is the only responsive bidder. The recommended contract amount of $300,000 with Long Beach BMW Motorcycles more closely reflects the actual amount anticipated to be expended overall for the potential contract period.
Invitation For Bid (IFB) and Contract Specifications for Supplies ($100,000 or more)

Bid Number: B17153311004

Bid/Contract Title: BMW 1200 RT-P Police Motorcycle

Bids must be received prior to 2:00 PM on:

Wednesday 1/11/17

Late bids will not be accepted.

Bids must be submitted to:

OFFICE OF THE CITY CLERK
5TH FLOOR PUBLIC COUNTER
SACRAMENTO CITY HALL
915 I STREET
SACRAMENTO CA 95814-2613

Pre-bid conference and Q&A information
See page 4

Bidder to complete the following information:

Bidder Name: LONG BEACH BMW MOTORCYCLES
Address: 2125 E. SPRING ST.
City, State, ZIP code: LONG BEACH, CA. 90806
Contact name: CHARLES BEATHON
Contact phone number: 562.426.1200
Contact email address: beathon@16bmw-motorcycles.com

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any Contract awarded pursuant to a bid that contains false information. The return of a signed copy of this bid solicitation shall constitute a promise to supply in

B17153311004 Bid - Supplies - $100K or more Form revision date 02/27/2016 Page 1

Page 4 of 7
accordance with terms and conditions shown herein. All bid submissions become public record.
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<th>Page</th>
</tr>
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<td>43</td>
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About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of 479,686. Sacramento is a progressive city with great pride in its ethnic and cultural diversity, concern for environmental and social issues and emphasis on quality in the provision of governmental services. Sacramento is a Charter city, which operates under the City Council Manager Form of government. It has an annual budget of $991 million and 4,484 full-time equivalent positions.

This Bid/Contract document was prepared by:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justin Shaw</td>
<td>Fleet Management Technician</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department</th>
<th>Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works</td>
<td>Fleet Management</td>
</tr>
</tbody>
</table>

B17153311004  Bid -- Supplies - $100K or more  Form revision date 03/27/2016  Page 3
1. CITY CODE: All provisions of Chapter 3.56 of the City of Sacramento ("City") Code are applicable to any bid submitted or Contract awarded.

2. OFFICIAL ELECTRONIC COPY: A copy of the bid document and other documents may be obtained by Registered Vendors only through the City of Sacramento's official web Bid Center, at PlanetBids. This link to the site is:

3. ADDITIONAL BID INFORMATION: All Addenda and other information will be found at the above official City Bid Center.

4. EXTENSION OF TIME FOR SUBMITTAL: Notification of a change to the submittal deadline shall be sent automatically by the Bid Center system to all Potential Vendors who have previously downloaded the bid document.

5. LATE BIDS NOT ACCEPTED: Bids received after the deadline, or bids submitted in a manner contrary to that prescribed in the bid, shall be deemed non-responsive.

6. THIRD PARTY SOURCES OF THE BID DOCUMENTS: The City is not responsible for bid documents obtained through third-party sources, such as plan rooms or aggregate bid services. Such documents may be in a different format and may be deemed non-responsive. Registration as a vendor in the PlanetBids system is required in order to obtain official bid documents and to receive emails concerning any changes to the bid.

7. ADDITIONAL INFORMATION REQUESTED: All information requested shall be entered into the appropriate space on all forms and/or provided fields. Failure to do so may cause your bid to be deemed non-responsive. Bids must comply in all respects with the requested specifications.

8. DEVIATION FROM SPECIFICATIONS: If the bidder has indicated that the item offered does not comply in all respects with the specifications stated in the bid document, the bidder shall list in detail any and all deviations. The City is under no obligation to consider an alternative bid and may accept or deny any alternative bids at its discretion without explanation.

9. BRAND NAMES: Brand names and model numbers, when used, are for reference to indicate the character or quality of the desired item. When a brand name, model number, or level of quality or performance is stated by the bidder, it shall be understood that the item is exactly as requested in the bid document.

10. EQUIVALENT ITEMS: Items may be bid that are equivalent to the item stated in the bid document unless the bid document states that no equivalent items will be accepted. Offered items shall state the brand and model number. The bidder may attach appropriate documentation to support their claim of equivalency. The burden of proof and the cost of analysis shall be the responsibility of the bidder. The City will be the sole judge as to whether the offered item is equivalent to the requested item and the City's decision shall be final.

11. SAMPLES: Samples of items, when requested, shall be furnished free of charge of any kind, including freight or handling charges. Samples of items may be retained for future comparison. Samples may be damaged or destroyed by testing. The costs of returning samples to the bidder shall be the responsibility of the bidder and shall be returned only upon written request.

12. EQUIPMENT: All equipment is to be new, unused, and the latest model in current production. Used, reconditioned, shopworn, demonstrator models, prototypes, discontinued models, or any other categorically synonymous descriptions are not acceptable unless explicitly stated in the bid document.

13. VISITS TO CITY SITES: Some City facilities charge for parking and some City facilities require photo ID for admittance. Bidders should consider these requirements when attending a pre-bid conference, hand-delivering a bid, or fulfilling requirements of the Contract.

14. TIME OF DELIVERY: The time of delivery may be considered an event. Time of delivery shall be stated as the number of calendar days following the receipt of the purchase order by the bidder to the time of receipt of the goods or services at the correct City location.

15. PAYMENT TERMS: Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the bidder. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services will be in arrears.

16. INTEREST IN MORE THAN ONE BID: No bidder submitting any bid shall knowingly be interested in more than one bid as the principal bidder pursuant to City Code section 3.56.130(D).

17. AUTHORIZED SIGNATURE: The bid shall be signed by a representative of the bidding party who is legally authorized to bind the party to all of the terms and conditions of the Contract. The signature shall indicate the capacity in which the signature is executed.

18. BID EVALUATION: The City reserves the right to disregard mathematical errors and to correct said error. When the bid price and extended price are in conflict, the bid shall be rejected in the bid evaluation. If the bid price or the bid price plus the extended price is determined to be the highest, the bid shall be deemed non-responsive.

19. AWARDS: The lowest responsible bidder shall be determined pursuant to City Code 3.56.020. The City reserves the right to (a) award in whole or in part (b) reject all partial bids; (c) reject any or all bids; (d) issue subsequent Invitations For Bids (IFB); (e) approve or disapprove the use of a particular subcontractor; (f) waive any informality or irregularity in the bidding process and any bids; and (g) accept a bidder’s signed offer and issue a purchase order directly to the bidder based on the IFB. The City reserves the right to make multiple awards in order to provide adequate supply sources to insure continuity of supply. The City’s decision shall be final.

20. PRE-AWARD CONFERENCE: The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time which shall be determined by the City. The Contractor will be notified in writing of the date, time and location of the conference.

21. EMERGENCY/DECLARED DISASTER REQUIREMENTS: In the event of an emergency declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, the Contract may be subject to unusual usage. The Contractor shall adhere to the City during such an emergency or declared disaster under the same terms and conditions that apply during normal emergency disaster conditions. The pricing quoted by the Contractor shall apply to serving the City's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of such disruption which may include, but not be limited to, a copy of the letter or notification from the source of supply or service stating the reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22. CALIFORNIA INCOME TAX WITHHOLDING STATUS: All Contractors providing goods or services to the City must certify their California income tax withholding status by filing a California Form 590 “Withholding Exemption Certificate” or California Form 587 “Nonresident Withholding Allocation Worksheet” with the City.

23. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (Form W-9): All Contractors providing goods or services to the City must file a current revision of the Department of the Treasury Internal Revenue Service Form W-9 with the City.

24. “PIGGYBACKABLE” CONTRACT: If mutually agreeable to both parties, the use of any resulting Contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as to this specification or as not obligated or liable, including, but limited to, payment for an order placed by any other government agency.

25. BID PROTEST: Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.400 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with these sections of the Sacramento City Code shall be invalid and shall not be considered. Sections 3.60.400 through 3.60.550 of the Sacramento City Code are available at:
   [http://www.acode.us/codes/sacramento/](http://www.acode.us/codes/sacramento/)
I.) Bid Instructions

26.) CITY DEPARTMENT / DIVISION / CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Department:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division:</td>
<td>Fleet Management</td>
</tr>
<tr>
<td>Contact name:</td>
<td>Justin Shaw</td>
</tr>
<tr>
<td>Contact phone number:</td>
<td>916-808-1049</td>
</tr>
</tbody>
</table>

27.) Q&A SUBMITTAL DIRECTIONS

Submit questions prior to:

| Date: | 01/04/2017 | Time: | 4:00 PM |

Submit Questions via:

☐ The City’s Bid Center (“PlanetBids”) Q&A tab for this bid.

(Answers will be posted to the City’s Bid Center Q&A tab or by the issuance of an Addendum a minimum of 72 hours before the deadline to submit the bid.)

-OR-

☒ Submit questions to:

jshaw@cityofsacramento.org

Oral explanations or oral instructions shall not be binding on the City. Information obtained from sources other than those stated above may be invalid and responses using this unofficial information may be deemed non-responsive. Additionally, contacts made with other City staff in an attempt to circumvent, interfere, or influence the City’s standard bidding and evaluation practices may be grounds for disqualification of the bidder.

28.) PRE-BID CONFERENCE MEETING

☒ No

☐ Yes, attendance is optional  -OR-  ☐ Yes, attendance is MANDATORY

NOTE: Bids from bidders who do not attend a MANDATORY pre-bid meeting shall be deemed non-responsive.
I.) Bid Instructions

29.) Bond Information

<table>
<thead>
<tr>
<th>Bid bond:</th>
<th>✗ Not required</th>
<th>□ YES, required ¼</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance bond:</td>
<td>✗ Not required</td>
<td>□ YES, required #</td>
<td>%</td>
</tr>
</tbody>
</table>

(¼) Pursuant to City Code section 3.56.150 and 3.56.190
(¾) Pursuant to City Code section 3.56.200

Bid security can be in the form of a cashier’s check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the Contract. Bid security of the successful Contractor will be returned when the Contract is signed and all other Contract award requirements have been met.

Performance bond can be in the form of a cashier’s check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney. The performance bond must be submitted by the successful bidder within ten days of the notification of intent to award the Contract.

30.) Timeframe

<table>
<thead>
<tr>
<th>Number of days that Bid is valid:</th>
<th>Ninety (90) calendar days after bid opening date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anticipated start date of Contract*:</td>
<td>03/01/2017</td>
</tr>
<tr>
<td>One-time purchase</td>
<td>(*One-time purchase = Contract expires upon final payment by the City)</td>
</tr>
<tr>
<td>OR-</td>
<td>One-Year Term from date of Council Approval</td>
</tr>
<tr>
<td>Duration of Contract:</td>
<td>Upon mutual agreement, the contract may be extended for two additional one-year terms.</td>
</tr>
</tbody>
</table>

Within ninety (90) days after the bid opening, a Contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a Contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with their bid. The City may accept this bid offer by issuance of a Notification of Intent to Award and approval by the Sacramento City Council any time on or before the ninetieth (90th) day following the date of the bid opening. This offer shall be irrevocable for 90 days after the bid opening or 90 days after the City Council awards the bid, whichever comes last, however, this period may be extended by mutual agreement of both parties.

31.) Bid Opening

- Bidders are invited to be present at the opening of the bids.
- Bids will be opened, in public, in the Historic City Council Chambers on the 2nd floor of Historic City Hall, 915 I Street, Sacramento, California.
- Bids will be opened as soon as practicable immediately following the bid submittal deadline.
- Bids may be inspected in the Office of the City Clerk, Sacramento City Hall 5th Floor, 915 I Street, Sacramento, California.
II.) Terms and Conditions

1.) CONTRACT: By submitting a bid, the bidder agrees to fully perform each and every provision of the bid. The Contract shall be awarded upon approval by the City of Sacramento ("City") Council. The Contract shall include all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract.

2.) DELIVERY: All shipments are F.O.B. destination with freight prepaid unless otherwise stated in the IFB. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products and/or services deemed necessary under this Contract. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

3.) TIME FOR DELIVERY: Time is of the essence in the delivery of services and/or items procured through this Contract. Contractor shall notify the City of any deviation from dates specified in the IFB. Failure to do so will extend the time of performance by the City, the cause of delay justifying an extension.

4.) MISCELLANEOUS CHARGES: No additional charges shall be allowed unless specified in this Contract, including but not limited to: charges for transportation, fuel surcharges, containers, and packing.

5.) HOLD HARMLESS: The Contractor shall defend, indemnify, and hold the City of Sacramento, its officers, agents, and employees, harmless from and against any and all claims, damages, costs, proceedings, demands, and other liabilities, including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the Contractor's or the City's use of any copyrighted, or non-copyrighted composition, process, patented or non-patented invention, articles or appliances furnished or used under this Contract, and agrees to defend, at Contractor's expense, any and all actions brought against the City of Sacramento or themselves because of unauthorized use of such articles.

6.) EXCISE TAX: The City of Sacramento, as a government agency, is exempt from the payment of Federal Excise Taxes. An exemption certificate will be issued upon request. If federal excise tax is applicable to the transaction, it must be so stated and excluded from the price.

7.) SALES AND USE TAX: The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item. On out-of-state purchases, the Contractor shall list their Use Tax Permit Number issued by the California State Board of Equalization which authorizes the Contractor to charge and collect California Sales Tax. The Purchase Order ("PO") will include sales tax, if applicable to the purchase, regardless of whether an out-of-state contractor collects California Sales Tax or not. The City shall pay Use Tax directly to the Board of Equalization if the out-of-state Contractor is not required to collect California Sales Tax.

8.) BUSINESS OPERATIONS TAX CERTIFICATE (BOTC): The Sacramento City Code requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate issued by the City Revenue Division.

9.) LICENSES AND PERMITS: The Contractor represents and warrants that the Contractor has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to furnish supplies and/or services under the Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

10.) GLOBALLY HARMONIZED SYSTEM OF CLASSIFICATION AND LABELING CHEMICALS: It is mandatory for a manufacturer, supplier, or distributor, to supply a SDS (Safety Data Sheet) with the first shipment of hazardous material to each City location receiving the material. Also, when the content of a SDS is revised, the Contractor is required to provide a revised SDS to each City location receiving the material.

11.) CONTRACT COUNTEROFFERS AND DIFFERENT TERMS AND CONDITIONS: The City's subsequent performance shall not be construed as either acceptance of additional and/or different Terms and Conditions or a counteroffer by the Contractor, nor shall such subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the Terms and Conditions contained herein. All materials and/or services supplied by the Contractor shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, as well as the specifications and requirements included herein. The California Commercial Code shall apply except as otherwise provided in the Contract.

12.) INSPECTION AND ACCEPTANCE: Inspection and acceptance will be made at the delivery point (the "Ship To:" address), unless otherwise stated. Risk of loss will be on the Contractor until the delivery and acceptance, and after any rejections, unless the loss results solely from the negligence of the City. Notwithstanding the requirements for any City inspection and acceptance in specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the City, the Contractor shall perform or have performed the inspections or tests required to substantiate that the supplies and services provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified herein. The cost of storing rejected material and the cost for shipping rejected material back to the point of origin shall be borne by the Contractor.

13.) VARIATIONS IN QUANTITY: No variation in the quantity of any item called for by this Contract will be accepted unless such variation has been caused by conditions of loading, packing, shipping, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Contract.

14.) DEFAULT BY CONTRACTOR: In case of default by the Contractor, the City of Sacramento reserves the right to procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and actual cost thereof to the City of Sacramento. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

15.) PAYMENT TERMS: Payment terms are Net 30 days unless otherwise indicated and accepted by the City. All cash discounts shall be taken and computed from the date of delivery or completion, acceptance of the material, or from the date of receipt of the invoice, whichever is latest.

16.) INVOICING: Invoice shall be submitted to the "Bill To:" address specified in the PO. The invoice shall contain the following information: PO number, unique invoice number, description of supplies or services, item numbers, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of the shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the City determines, in its sole discretion, that the amount due on such partial deliveries so warrants. Requests for payment should be addressed to the City department as indicated in the "Bill To:" address.

17.) COMMERCIAL WARRANTY: The Contractor agrees that the supplies and services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity or by any other clause of this Contract.

18.) SEVERABILITY: If any portion of this Contract or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of the Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by the law.

19.) BINDING EFFECT / ASSIGNMENT OF CLAIMS: This Contract shall be binding on the heirs, executors, administrators, successors, and assigns of the parties. Claims for monies due or to become due under this Contract shall be assigned only with prior written consent of the City Manager or his/her designated representative.

20.) GOVERNING LAW: This Contract shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Contract shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over the persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
III. General Contract Conditions

1. Independent Contractor:

   A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

   B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations herein, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

   C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

   D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. Licenses, Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2106 of the California Corporations Code.

3. Time. CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. CONTRACTOR Not Agent. Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. Conflicts of Interest. CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board.
III. General Contract Conditions

commission or committee.

6. Confidentiality of CITY Information. During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "Information" shall be construed to mean and include: any and all work products, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the Information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other Information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any Information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such Information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the CITY Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such Information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C. above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the Information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because of unfitness,cerer, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties and shall continue in effect until

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both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR’s performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

1. CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

2. CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity; CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing Indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or Independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY’s rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Funding Availability.

A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.

B. The City’s payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.

C. The Contract shall terminate without penalty at the end of the City’s fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination.

D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled “Equal
III. General Contract Conditions

Opportunity in Federal Employment, as amended by Executive Order 11375, 12086, and 13872, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

b. Non-discrimination; CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

c. Solicitations for Subcontractors, Including Procurement of Materials and Equipment; In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to non-discrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

d. Information and Reports; CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CIT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this Information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement or materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

14. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall be exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

16. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

17. Binding Effect. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 11, above.

18. Compliance with Laws. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without
III. General Contract Conditions

Illitselfion the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

19. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersede whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

A. Post-Award Amendments,
B. Pricing Schedule(s), as corrected by City, if applicable.
C. Pre-Award Addenda
D. Q&A responses, if applicable
E. Special Provisions,
F. Bid Instructions and Requirements
G. General Conditions
H. Technical Specifications and/or Plans
IV.) Local Ordinances and Programs

The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including, but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City’s Contracting for supplies and nonprofessional services. The lowest responsible shall be the responsible bidder whose bid price is the lowest after all bid price are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required in subsection 3, below.

1.) EQUAL BENEFITS ORDINANCE ("EBO") REQUIREMENTS

INTRODUCTION
The Sacramento Non-Discrimination In Employee Benefits Code (the “Ordinance”), codified as Sacramento City Code Chapter 3.54, prohibits City Contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION
The provisions of the Ordinance apply to any Contract or Agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a Contractor’s operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City Contract is being performed.

The Ordinance does not apply: to subContractors or subContracts of any Contractor or Contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal Contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement, or permits for excavation or street construction, or to agreements for the use of City right-of-way where a Contracting utility has the power of eminent domain.

DEFINITIONS
As set forth in the Ordinance, the following definitions apply:

“Contract” means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. “Contract” also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 20 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City’s use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

“Contract” shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a Contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of
IV.) Local Ordinances and Programs

... espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned to the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of Contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All Contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed Contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working on a City Contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."
IV.) Local Ordinances and Programs

ATTACHMENT A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On .................... (date), your employer (the "Employer") entered into a Contract with the City of Sacramento (the "City") for . . . . . . . . . . . . . . (Contract details), and as a condition of that Contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific Contract referenced above, but only for the period of time while those employees are actually working on this specific Contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May ...

1. Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

   City of Sacramento
   Procurement Services Division
   915 I Street, Second Floor
   Sacramento, CA 95814

2. Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

   - Reinstatement, injunctive relief, compensatory damages and punitive damages
   - Reasonable attorney's fees and costs

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IV.) Local Ordinances and Programs

ATTACHMENT B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento Contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

〇 Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

〇 Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.
IV.) Local Ordinances and Programs

2.) LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City’s local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

3.) SUSTAINABLE PURCHASING POLICY (“SPP”) 

The City has adopted a “Sustainable Procurement Policy” (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, UL EcoLogo, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages Contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City’s SPP Policy.

Council Resolution No. 2000-561 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent (5%) of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of $50,000.00 on any single bid procurement bid preference.

The City may terminate this Contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City’s SP Policy and requirements specified in the bid.

The City’s SPP Policy is available online at:

http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options

Or by contacting the Procurement Services Division at (916) 808-6240
V.) Insurance Requirements

During the entire term of this Contract, CONTRACTOR shall maintain the insurance coverage described in this section. *The sole exception is for delivery of supplies via a common carrier.*

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Contract. No additional compensation will be provided for CONTRACTOR’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Contract.

a.) **Minimum Scope & Limits of Insurance Coverage**

(1) **Commercial General Liability Insurance**, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the CONTRACTOR, its sub-consultants, and subContractors, products and completed operations of CONTRACTOR, its sub-consultants, and subContractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subContractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide Contractual liability and products and completed operations coverage for the term of the policy.

(2) **Automobile Liability Insurance**, providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

(3) **Workers’ Compensation Insurance** with statutory limits, and **Employers’ Liability Insurance** with limits of not less than one million dollars ($1,000,000). The Worker’s Compensation policy shall include a waiver of subrogation in favor of the CONTRACTOR. *If no work or services will be performed on or at CITY facilities or CITY Property, The CITY Representative may waive this requirement.*

b.) **Additional Insured Coverage**

(1) **Commercial General Liability Insurance**: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subContractors; products and completed operations of CONTRACTOR, its sub-consultants, and subContractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and sub-Contractors.

(2) **Automobile Liability Insurance**: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.
V. Insurance Requirements

c.) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

d.) Accountability of Insurance

Insurance shall be placed with insurers with a Best's rating of not less than A-\(VI\). Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section IV Insurance Requirements must be declared to and approved by the CITY in writing prior to execution of this Contract.

e.) Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in the bid instructions. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Contract, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Exigis LLC

PO Box 4668 ECM- #35050

New York, NY 10168-4668

Insurance certificates may also be faxed to (888) 355-3599,
or emailed to: certificates-sacramento@riskworks.com

(3) The CITY may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The CITY may withhold payments to CONTRACTOR and/or cancel the Contract if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

f.) SubContractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection a.), above.
V. Special Provisions

Award

The City reserves the right to reject any and all proposals as the best interest of the City may require. Consideration will be given in comparing proposals and in awarding a contract, not only to the amount of the proposal, but also the kind and quality of the equipment offered, its suitability for use in the service intended, as well as the lowest ultimate cost to the City. The City may also take into consideration product warranty, service, and parts support available in the Sacramento area, the number of satisfied users in the area, delivery dates and bidders past performance.

Guarantee

a. The manufacturer and/or dealer delivering the vehicle/unit(s) against these specifications shall guarantee that they met the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the manufacturer and/or dealer will be required to correct the same at its expense. Failure of the manufacturer and/or dealer to bring the equipment into full compliance with all the requirements set forth in this specification within their 30 days of delivery shall constitute cause for rejection of the equipment. In case the equipment is rejected, it shall be removed promptly from the City's premises at the manufacturer's and/or dealer's expense.

b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to the City of Sacramento, Department of Public Works, Fleet Management Division, 5730 24th Street, Building 1, Sacramento, CA 95822-3699.

Payment Terms

Payment terms are net 30 days unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

Pricing

a. Prices are maximum for the first term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

b. The City may consider price adjustments, only after initial contract term, based solely upon manufacturer price increases/decreases. Successful Bidder shall provide the City a written request for any such manufacturer increases/decreases. Such requests shall be addressed to Fleet Management and shall be accompanied by written verifications of said price increases issued by the manufacturer. A minimum (30) day advance notice period shall be required for such requests. Requests for price increases adjustments are subject to the review and approval of the City. If an increase is granted by the City, the increase in cost shall not increase greater than 3% from the prior year.

c. All prices quoted shall exclude Federal Excise Taxes. The City of Sacramento is exempt.

Contract Period

Any contract(s) resulting from this bid shall be effective for a period of one (1) year from the date of award.

Contract Extension:
V.) Special Provisions

Upon mutual agreement of all parties and based on the original contract terms and conditions, this contract may be extended (2) additional, (1) year terms. However, in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Quantities

The quantity specified is based upon current known requirements and is subject to increase at the same terms and conditions if mutually agreeable to both parties within one (1) year of contract award. The City reserves the right to make additional purchases in accordance with the clauses titled “Contract Period”, “Prices” and “Quantities” (additional).

Purchase Order

a. A Purchase Order will be issued to the Contractor on the behalf of the City organization(s) who will be ordering the items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City’s fiscal year of June 30th, a second purchase order may be issued.

b. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

c. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

d. The successful bidder shall send City of Sacramento Fleet Management confirmation that the Purchase Order has been received and provide the manufacturer order number for each vehicle once the order has been placed with the manufacturer. Orders shall be placed using The City of Sacramento end user fleet identification number (FIN) code QA954.

Cooperative Purchasing

The use of any result contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification; and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

Conference (Pre-Award)

The apparent lowest responsible Bidder may be required to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

Brand Names

Whenever in the specifications any material or process is indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words or “City approved equal.”

The Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process, or article offered by the contractor is not, in the opinion of the City of Sacramento, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Sacramento is the equal thereof in every respect.
V.) Special Provisions

Inspection

Vehicle/unit(s) shall be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the dealer to pick up the vehicle/unit(s), make the necessary corrections and redeliver the vehicle/unit(s) for re-inspection and acceptance. Payment and/or commencement of a discount period (if applicable) will not be made until corrective action has been made.

Delivery

Delivery shall be made to the City of Sacramento Corporation Yard South, 5730 - 24th Street, Sacramento, California, or other sites as required, within the County of Sacramento, serviced and operable with minimum half ½ tank of fuel. The Fleet Management Division shall be given a minimum of twenty-four (24) hours' notice of the Contractor's intent to deliver the vehicles/unit(s).

F.O.B.

All items are to be supplied F.O.B. delivered to City of Sacramento, California, prepaid and freight allowed.

License

If license plates are required exempt license plates shall be furnished to the City at time of vehicle delivery before payment can be made. Vehicle shall be registered to City of Sacramento, 5730 24th St. Bldg. 1, Sacramento, CA 95822. Vendor shall obtain unit number from City Representative before registering vehicle.

Warranty

a. The vehicle manufacturer shall provide a new vehicle warranty F.O.B. Sacramento regardless of the method of delivery for each unit. Warranty time to start when vehicle(s) are placed in operation, not delivered.

b. The complete vehicle and components shall be guaranteed under standard factory and/or dealer warranty and a copy of manufacturer's warranty policy shall be delivered with each vehicle.

c. The successful bidder shall list the nearest factory trained authorized repair facilities and guarantee that there will be adequate parts inventory to perform warranty repairs and provide product support for the time units are covered under manufacturers standard and extended warranties. These facilities shall be located within a 100-mile radius of Highway 99 and Capital City Freeway.

d. Bidders must list the nearest factory authorized service representative who will be responsible for servicing the complete unit or part thereof.

Nearest Authorized BMW Motorcycle Service Center: A & S MOTORCYCLES
Address: 1125 ORLANDO AVE.
ROSEVILLE, CA. 95661
Contact Phone: 916.726.7334

e. If the City of Sacramento is required to deliver a unit for warranty work, vendor shall reimburse City of Sacramento at the rate of $117.00 per hour for pick-up and delivery time involved.

f. City of Sacramento shall be furnished a "no-charge" copy of the work order(s) describing type of repair and parts replaced.

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V.) Special Provisions

Drug-Free Workplace Policy

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to the use of drugs or alcohol, the City reserves the right to discuss the employee’s behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

Environmentally Preferable Procurement

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City’s SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City’s SPP Policy and requirements specified in the bid.

The City’s SPP Policy is available online at:

http://portal.cityofsacramento.org/~/media/Files/Finance/Procurement/sustainability/Sustainable_Purchasing_Policy_SPP.pdf or by contacting the Procurement Services Division at (916) 808-6240.
**V.) Special Provisions**

**General Equipment Specifications**

**Manufacturing, Material, and Design Practices**

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the vehicle/unit(s) will be subjected. Suspension, wheels, tires, and other component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

**Heavy Duty defined**

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production vehicle/unit(s); and it shall be able to withstand unusual strain, exposure, temperature, wear, and use.

**Police defined**

The term "Police" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard or "Heavy Duty" production vehicle/unit(s); and it shall be able to withstand unusual strain, exposure, temperature, wear and use by law enforcement.

**Specification Variances**

If any of the equipment bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the proposal. The City of Sacramento reserves the right to waive minor variations if, in the opinion of the Fleet Management Division, the basic vehicle/unit(s) meets the general intent of these specifications.

**Manufacturer's Specification**

Complete specification, published literature and photos or illustrations of unit(s) proposed, shall be furnished with the bid.

Only new models in current production which are cataloged by the manufacturer and for which printed literature and specifications are available will be accepted.

**Manufacturer's Standard Equipment**

All equipment and components listed as standard by the manufacturer for model quoted shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tool kits, jacks - adequate to safely lift the vehicle when loaded to rated capacity, etc. Optional equipment as necessary to meet the following requirements of this specification shall also be supplied.

Specifications on the following pages are written with intent to meet all applicable documents but the final certification to comply shall rest with the vendor and not the City of Sacramento. Should requirements as specified not comply, the manufacturer is required to refigure and revise the specifications to meet all laws, rules, and regulations where it applies to items such as the ratings of axles, tires, wheels, brakes, batteries, cooling capacity, etc., and the City of Sacramento is to be notified thereof.
VI.) Special Provisions

Warranty and Other Requirements:

The standard manufacturer’s warranty will be furnished for each unit.

a. Minimum of one (1) year parts and labor commencing from the in service date of the unit, specified by Fleet Management.

b. If any component standard warranty exceeds one (1) year, that standard warranty will supersede the minimum requirements in these specifications.

c. In the event that a unit should become disabled in an area covered by warranty and Vendor/Dealer cannot perform the warranty repair within the warranty period, the Vendor/Dealer shall cover the warranty repair according to when the issue is initially reported to the Dealer/Vendor by the City and not at the time of repair.

Components

The component parts of the unit will be of proper size and design to safely withstand maximum stresses imposed by a maximum capacity load, and the manufacturer’s rated loads for axles and bearings will not be exceeded when the unit is loaded to such capacity. All driving parts will have a torque capacity sufficient to transmit maximum power developed by the engine. All components will be (OEM) Original Equipment Manufacturer unless not available as an (OEM) option. All components will be mounted or installed as per component manufacturer’s specifications.

Applicable Documents and Certifications

a. Federal Motor Vehicle Safety Standard, Department of Transportation
c. State of California General Industrial Safety Orders
d. State of California Health and Safety Code, Motor Vehicle Pollution Control
e. California Occupational Safety and Health Act (O.S.H.A.)
f. Society of Automotive Engineering Standards
g. American Society of Mechanical Engineers (A.S.M.E.)
h. United States Environmental Protection Agency (USEPA)
i. California Air Resources Board (CARB).

Equipment Manual(s)

The following digital/electronic manuals shall be supplied at the time of delivery:

a. one (1) digital/electronic owner’s manual and warranty manual for each unit.
b. one (1) digital/electronic complete service and repair manuals
c. Hard copies shall be acceptable (Electronic copies are preferred)
VII. Technical Specifications

NEW, UNUSED, LATEST MODEL, BMW 1200 RT-P, HIGH SPEED BLACK AND WHITE, POLICE PACKAGE, 2 WHEELED MOTORCYCLE.

This specification will be referred as the "base specification" and represents the most common builds required by the City. The City reserves the right to add or delete options as required. Bidder shall complete bid factually and indicate compliance with City proposed minimum specifications by circling "yes" or "no." Any deviation from the City proposed minimum specification including model and part numbers shall be listed under the Dealer Proposed Specifications column. Failure to specify compliance and exceptions may result in the rejection of the bid.

<table>
<thead>
<tr>
<th>City Proposed Minimum Specifications</th>
<th>Comply</th>
<th>Dealer Proposed Specifications (Exception)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Scope</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The following specifications cover the development and procurement of an BMW 1200 RT-P High Speed Black and White, Police Package 2 Wheeled Motorcycle for the City of Sacramento Police Department.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Model Year 2016 or newer, unused.</strong></td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>Successful bidder shall be responsible for verifying dimensions, engine, transmission, suspension applications, wheelbase, frame requirements, and weight configurations of the BMW 1200 RT-P, high speed black and white, police package, 2 wheeled motorcycle to be compatible with options in this specification.</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td><strong>Features – Minimum, all motorcycles shall be equipped with all the current latest BMW 1200 RT-P standard equipment to the appropriate model offered. Vendor shall supply a list of standard equipment.</strong></td>
<td>Yes/No</td>
<td></td>
</tr>
</tbody>
</table>

Engine
### VII. Technical Specifications

<table>
<thead>
<tr>
<th>Type</th>
<th>1170cc, air/liquid-cooled, 2-cylinder engine.</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine Power</td>
<td>125 bhp at 7,750 rpm.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Engine Management</td>
<td>Electronic intake pipe fuel injection, gasoline. Digital management BMS-K with dual ignition.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Emission</td>
<td>Single muffler/exhaust system. Must meet California exhaust systems.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Transmission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clutch</td>
<td>Multi-plate wet clutch, hydraulically operated.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Gear Shift Assist Pro</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>Gearbox</td>
<td>Constant-mesh 6-speed gearbox with helical cut gears.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Drive</td>
<td>Maintenance free shaft drive, 2.75:1 shaft ratio.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Cooling System</td>
<td>Air/water precision cooled, thermostatically-controlled, micro cooled, large radiators with computer-controlled auxiliary fan drive.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Performance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Economy</td>
<td>Combined City/Hwy 60 mpg at a constant 55 mph (3.9L).</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Top Speed</td>
<td>Over 125 mph.</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>
## VII.) Technical Specifications

| Electrical |  
| --- | --- |
| **Alternator** | Three-phase 540 watts output, 27 amps at idle. |
| **Battery** | Two (2), 12 volts, negative ground, gel, 19 AH, AGM maintenance-free batteries. |
|  | One (1) battery shall be dedicated to the operation of the specialized police equipment. |
|  | One (1) battery shall be dedicated to the operation of the motorcycle and the anti-lock brake system. |
|  | The "police equipment" battery system shall include a minimum of eight (8) special conventionally-fused circuits. |
|  | Linked dual battery system for recharging both batteries simultaneously from a single alternator during normal engine operation. |
| **Wiring** | All wiring to be "CAN Bus" type. |
|  | *All motorcycles shall be wired identical.* |
| **Chassis** |  |
| **Frame** | Two-section frame consisting of front and rear sections, loadbearing engine-gearbox unit. |
| **Front Suspension** | BMW Telelever front wheel suspension, stanchion diameter 37 mm, central spring strut or City Fleet Management approved equal. |
| **Front Suspension Travel** | Special front shock strut police application with 4.7 inches (120 mm) of travel. |
### VII. Technical Specifications

<table>
<thead>
<tr>
<th>Specification</th>
<th>Description</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rear Suspension</td>
<td>Cast aluminum single-sided swing arm with BMW EVO Paralever; WAD strut (travel-related damping), spring pre-loaded hydraulically adjustable (continuously variable) via hand wheel, rebound damping adjustable via hand wheel or City Fleet Management approved equal.</td>
<td></td>
</tr>
<tr>
<td>Rear Suspension Travel</td>
<td>Special travel-dependent damping system with 5.3 inches (138 mm) of travel.</td>
<td></td>
</tr>
<tr>
<td>Wheelbase</td>
<td>58.5 inches (1,485 mm).</td>
<td></td>
</tr>
<tr>
<td>Stand</td>
<td>Center stand shall be permanently fitted to the motorcycle. When deployed, it shall raise one wheel.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>One (1) locking side kick stand</td>
<td>N/A</td>
</tr>
<tr>
<td>Wheels and Tires</td>
<td>All tires supplied shall be of the make and model tested during the most recent Los Angeles County Sheriff’s Department Law Enforcement Test and Evaluation Program.</td>
<td></td>
</tr>
<tr>
<td>Wheels</td>
<td>Cast aluminum wheels</td>
<td></td>
</tr>
<tr>
<td>Front Wheel</td>
<td>3.50 x 17</td>
<td></td>
</tr>
<tr>
<td>Rear Wheel</td>
<td>5.50 x 17</td>
<td></td>
</tr>
<tr>
<td>Front Tire Specification</td>
<td>120/70ZR 17</td>
<td></td>
</tr>
<tr>
<td>Rear Tire Specification</td>
<td>180/55 ZR 17</td>
<td></td>
</tr>
<tr>
<td>Brakes</td>
<td>Brake material must be exactly as tested and certified during the most recent L.A.S.D Law Enforcement Motorcycle Test and Evaluation Program.</td>
<td></td>
</tr>
</tbody>
</table>
### VII. Technical Specifications

<table>
<thead>
<tr>
<th>Front Braking System</th>
<th>Dual floating disc brakes, 4-piston fixed calipers, diameter 320 mm. The hand lever shall be adjustable to accommodate the size of the operator’s hand</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rear Braking System</td>
<td>Single disc brake, diameter 276 mm, dual-piston floating caliper.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Rear Braking System</td>
<td>Rear wheel brake shall have an independent brake control, foot pedal operated. The pedal shall be located on the right side of the motorcycle.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>ABS</td>
<td>BMW Motorad Integral ABS (part-integral function) required</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

### Dimensions

<table>
<thead>
<tr>
<th>Length</th>
<th>87.5 inches (2,222 mm)</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Width</td>
<td>38.7 inches (983 mm) / 38.8 inches (985 mm) including panniers and mirrors</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Height</td>
<td>55.7 inches (1,416 mm)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Seat</td>
<td>Single rider, heated, black vinyl, heavy duty police type foam padded saddle seat.</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
| Seat Height (adjustable) | **Standard:** 31.7 / 32.6 inches  
                   **High Seat:** 32.7 / 33.6 inches  
                   **Low Seat:** 29.9 / 30.7 inches | Yes | No |
| Weight               | GVWR 1091 lbs. (495 kg)                                                              | Yes | No |
| Wet Weight           | 650 lbs. (295 kg)                                                                   | Yes | No |
### Technical Specifications

<table>
<thead>
<tr>
<th>Capacities</th>
<th>Minimum load carrying capacity of the motorcycle (as delivered) shall be no less than 400 lbs.</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cargo</td>
<td>6.6 gallons (25 liters)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>Fuel Reserve</td>
<td>Approximately 1 gallon (4.0 Liters)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>Factory Installed Accessories</td>
<td>Accessories shall be identical on all motorcycles delivered</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>One (1) map light</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>Heated hand grips with adjustment settings</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>One (1) note pad holder</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>One (1) manufacturer battery charger II with power socket harness-fused</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>One (1) radio power plug connector</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>One (1) accessory power pigtail</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>One (1) radio speaker pigtail</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>One (1) front 12-volt power outlet (lighter style)</td>
<td>Yes / No</td>
</tr>
</tbody>
</table>
## VII. Technical Specifications

<table>
<thead>
<tr>
<th>Description</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) Helmet Lock, &quot;Motion Pro&quot; Model# 06-1005 or City Fleet Management approved equal.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Install rifle mount.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Install gun lock variable timer.</td>
<td>Yes/No</td>
</tr>
<tr>
<td><strong>Exterior</strong></td>
<td></td>
</tr>
<tr>
<td>Night Black and Alpine White color scheme.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Height adjustable windscreen (electronic).</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Frame mounted full fairings (front and side).</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Front and rear fenders</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Two (2) <strong>all black</strong> law enforcement type utility, top opening, lockable saddle bags</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Lockable radio box, mounted over rear fender and behind operator's seat.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Front (engine) protection bars constructed of stainless steel and designed to provide mountings for siren, speaker, and other accessories.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Rear (saddlebag) protection bars constructed of stainless steel and designed to provide mountings for accessories.</td>
<td>Yes/No</td>
</tr>
<tr>
<td><strong>Siren System</strong></td>
<td></td>
</tr>
<tr>
<td>Install twin speaker electronic siren with wail, yelp, hyper-yelp, air-horn, PA. SAEJ1840 an CA Title 13 compliant 120dB (A) @ 3 m</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>
### VII. Technical Specifications

<table>
<thead>
<tr>
<th>Lighting System</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) emergency vehicle lighting module located at the rear of the motorcycle mounted on the upper-rear recess area of the radio box.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two (2) emergency vehicle lighting modules located at the front of motorcycle. One on either side of the front fairing and windscreen.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Lighting Code 3 lighting system (maximum 10 LEDX light heads) with alternating flash sequence, channel segregation for front and rear duplex LEDX auxiliary or City Fleet Management approved equal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alley Lights Integrated alloy light function utilizing separate Torus LED, selectable alternating zig-wag with emergency light operation or City Fleet Management approved equal. One (1) alloy light switch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cruise Lights Integrated cruise light function for front and rear facing LED emergency lights to steady-burn at 10% power output or City Fleet Management approved equal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Take-down Lights Integrated twin TORUS LED, with selection switch for steady-burn or zig-wag alternating flash with emergency light operation or City Fleet Management approved equal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Light Configuration</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Emergency Warning Lights:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 each Red Optix LED-X Lights</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>2 each Amber Optix LED-X Lights</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 each Blue Optix LED-X Lights</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Rear Light Pod Side Facing Warning Lights:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Left Side Facing Warning Red LED-X Light</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right Side Facing Warning Blue LED-X Light</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Side Turn Signals One (L) and One (R)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## VII. Technical Specifications

### Rear Light Pod Rear Facing Warning Lights:
- Left Rear Facing Warning Amber LED-X Lights
- Right Rear Facing Warning Blue LED-X Lights

### Rear Duplex Emergency Warning
- LED-X Red/Blue

### Take-Down and Alley Lights:
- 2 Take Down lights per side
- 1 Alley light per side
- Total of 6 each White LED TDJAlley

### Front Right Pod Emergency Lighting:
- Forward Blue LED-X
- 10 Degrees Blue LED-X
- 90 Degrees White LED-X

### Front Left Pod Emergency Lighting:
- Forward Red LED-X
- 10 Degrees Red LED-X
- 90 Degrees White LED-X

Install one (1) supplementary LED brake light, license plate light.

Install One (1) exterior Blue Optix LED light or City Fleet Management approved equal.

Install one (1) exterior Red Optix light or City Fleet Management approved equal.

Install two (2) White Optix LED lights or City Fleet Management approved equal.

### Keys

All motorcycles shall be provided with four (4) keys. *Aluminum keys are unacceptable*

Remote buttons must be functional only when ignition is on (Ignition powered).

| Rear Light Pod Rear Facing Warning Lights: | Yes / No |
| Rear Duplex Emergency Warning LED-X Red/Blue | Yes / No |
| Take-Down and Alley Lights: 2 Take Down lights per side 1 Alley light per side Total of 6 each White LED TDJAlley | Yes / No |
| Front Right Pod Emergency Lighting: Forward Blue LED-X 10 Degrees Blue LED-X 90 Degrees White LED-X | Yes / No |
| Front Left Pod Emergency Lighting: Forward Red LED-X 10 Degrees Red LED-X 90 Degrees White LED-X | Yes / No |
| Install one (1) supplementary LED brake light, license plate light. | Yes / No |
| Install One (1) exterior Blue Optix LED light or City Fleet Management approved equal. | Yes / No |
| Install one (1) exterior Red Optix light or City Fleet Management approved equal. | Yes / No |
| Install two (2) White Optix LED lights or City Fleet Management approved equal. | Yes / No |
| Keys | |
### VII. Technical Specifications

<table>
<thead>
<tr>
<th>Specialty Items and Instructions</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The manufacturer/dealer shall completely outfit all motorcycles, with all related Emergency Vehicle Equipment prior to delivery.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>The successful bidder shall have a shop space sufficient to accommodate the entire order of motorcycles to be outfitted to the specifications outlined by the City of Sacramento.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Motorcycles to be delivered with a full tank of fuel</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Motorcycles to be equipped with radio interference suppression package, as described in the Los Angeles County 41st Annual Law Enforcement Motorcycle Test and Evaluation Program For 2016.</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**Electromagnetic Compatibility**

The Electromagnetic Interference Susceptibility test is intended for use in the presence of electromagnetic fields resulting from use of public safety two-way radios.

**Damages**

Bidder will be responsible for any damages sustained from hook-up or transporting of a City vehicle.

**Manuals**

Motorcycles shall be delivered with 1 copy each of parts, service, and owner’s manuals.

**Warranty**

Minimum of one (1) year parts and labor commencing from the date and mileage that the City places the unit in service, not when the unit is delivered or accepted. Reference additional warranty requirements under the “Technical Requirements” section. Vendor/Dealer shall specify under Dealer Proposed Specifications (Exceptions) the warranty coverage offered.
### VII. Technical Specifications

<table>
<thead>
<tr>
<th>License Plates</th>
<th>Upon delivery, no dealer decals or license plate identifiers shall be installed</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Location</td>
<td>F.O.B Delivered to: City of Sacramento Fleet Management Division 5730 24th Street Bldg. #1 Sacramento, CA. 95822 (916) 808-1049 or 808-8465</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>At time of delivery, all motorcycles shall meet all specifications as written with no exceptions</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>Dealer shall notify City of Sacramento Fleet Management Division a minimum of 24 hours prior to delivery (916) 808-1049 or 808-8465</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>Prior to delivery acceptance, any vendor/dealer located outside the State of California must have previously paid all applicable State of California State and/or City of Sacramento sales tax(s).</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>All State of California Department of Motor Vehicle paperwork, and Invoicing shall accompany each motorcycle at time of delivery. There shall be one invoice per motorcycle.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>Responsibility</td>
<td>Vendor / Dealer will be responsible for vehicle / equipment compliance with all applicable codes, regulations, laws, etc., governing such vehicle / equipment at the time of delivery. Acceptance of such vehicle / equipment by the City will not relieve Dealer / Vendor of the responsibility of items that do not meet such requirements. Should any of these specifications conflict with any code, regulation, law, etc., the Dealer / Vendor will notify the City before manufacturing starts. Dealer / Vendor will not be held responsible for changes required by codes, laws, regulations, etc., to vehicle / equipment after the time of delivery.</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>Vendor guarantees delivery</td>
<td>0 / 40 days ARO.</td>
</tr>
</tbody>
</table>
VIII.) Items Requiring Bidder’s Response

Incomplete information may render a bid “non-responsive” and be rejected.

1.) Business Operations Tax Certificate (“BOTC”)

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

Proof of a valid BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

2.) Local Business Sales/Use Tax Deduction

In order to identify those bids that are subject to the City’s local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?

☐ NO

☐ YES, 1% bid preference

If the answer is “Yes”, please provide the street address of this Sacramento location:

__________________________________________

3.) Local Business Enterprise (LBE) program preference / participation

This is NOT APPLICABLE since the anticipated amount of the bid/contract is to be $100,000.00 or greater.
VIII.) Items Requiring Bidder’s Response

4.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

☒ NO (Net 30 days) ☐ YES

If yes: The discount is ______ % -- or -- $________ for payment within ______ calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

NOTE: Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

5.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

☒ NO ☐ YES

If yes: The discount offered for EFT is ________%.

NOTE: this information is for informational purposes only; there is no bid preference offered.

6.) Q&A information was reviewed and incorporated in the bid response

☒ N/A, no Q&A was posted.

☐ YES, the last Q&A set number reviewed was number ____.

7.) Addenda are acknowledged and incorporated in the bid response

☒ N/A, no addenda were posted.

☐ YES, the last addendum received was number ____.
VIII.) Items Requiring Bidder’s Response

8.) Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the Section IV.) Insurance Requirements within ten working days after Notification of Intent to Award.

9.) Insurance Coverage Waivers

a.) GENERAL LIABILITY: No general liability insurance shall be required if the CONTRACTOR completes the following certification:

“I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons.”

[Signature] (CONTRACTOR Initials)

b.) AUTOMOBILE: No automobile liability insurance shall be required if the CONTRACTOR completes the following certification:

“I certify that a private motor vehicle will not be used in the delivery of supplies or performance of any work or services under this Contract. Any deliveries of supplies shall be via common carrier.”

[Signature] (CONTRACTOR Initials)

c.) WORKERS’ COMPENSATION: No Worker’s Compensation insurance shall be required if the CONTRACTOR completes the following certification:

“I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.”

[Signature] (CONTRACTOR Initials)

d.) WORKERS’ COMPENSATION: No Waiver of Subrogation in favor of the CITY shall be required if no work or services will be performed on or at CITY facilities or CITY Property.

“I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons.”

[Signature] (CONTRACTOR Initials)

10.) Bid bond

☐ N/A, no bid bond is required for this IFB.

☐ YES, a bid bond is required and has been submitted with this bid response.
VIII.) Items Requiring Bidder’s Response

11.) DECLARATION OF COMPLIANCE  Equal Benefits Ordinance

Name of Contractor: LONG BEACH BMWD MOTORCYCLES
Address: 2125 E. SPRING ST. LONG BEACH, CA  90806

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto in Section IV.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento’s Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent, Contractor will not be deemed to be discriminating in the application of that benefit.

   c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

   d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

   e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
VIII.) Items Requiring Bidder's Response

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future Contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City’s Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHARLES BERTHON</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL MANAGER</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/8/17</td>
</tr>
</tbody>
</table>

B17153311004 Bid -- Supplies - $100K or more Form revision date 02/27/2016 Page 40
12.) Pricing Schedule

All pricing is to be in U.S. dollars.

The City's intent is to purchase (5) five units initially. Quantities are estimates only and the City will purchase more or less as necessary during the three (3) year contract. Pricing shall be all inclusive, i.e. installation, tax, freight, shipping and handling charges, special fees, or any other related costs, etc.

NEW AND LATEST MODEL FORD POLICE INTERCEPTOR UTILITY VEHICLES, ALL WHEEL DRIVE

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>EXTENDED PRICING</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>8.5% Tax</td>
<td>$</td>
<td>11,073.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Freight/Shipping</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Installation</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL NET PRICE:</td>
<td>$</td>
<td>141,346.90</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>DEDUCTS: To Remove From Base Specification</th>
<th>UNIT CREDIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1 EA</td>
<td>Gear Shift Assist Pro</td>
<td>$-1644.44</td>
</tr>
</tbody>
</table>

The base specification represents the most common build to be ordered by the City. The City reserves the right to DEDUCT or ADD any option item, a group of option items, or all option items prior to placing order. Any deduct of option items will be based on the availability of funds and operational functions. Award shall be made to the lowest responsive, responsible bidder based on the Total Net Price.
VIII.) Items Requiring Bidder's Response

13.) Authorized Signature Executing Contract

To the City of Sacramento:

The undersigned potential Contractor (bidder) submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the Contract for which bids are called; that the bidder shall perform all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed; and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the Contract for which bids are called shall be subject to all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract. By submitting this bid, the Contractor agrees to perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder:

Name of Contractor: LONG BEACH BUM MW MOTORCYCLES
Address: 2125 E. SPRING ST.
City / State / ZIP: LONG BEACH, CA. 90806
Phone: 562.426.1280 Fax: 562.560.2144
Email address: carter.8186@bmmw.motorcycles.com
Fed. Tax ID #: 95-5605601 State Tax ID #: 
City of Sacramento Business Operations Tax Certificate #: 
Type of Business Entity (Check one): □ Individual/Sole Proprietor □ Partnership □ Corporation
△ Limited Liability Co □ Other (specify): 

By:

Signature: [Signature]
Printed Name: C tutte B. Horst 
Title: GENERAL MANAGER Date: 1/8/17

The person signing this Contract for the CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Contract on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of its obligations herein.

Incomplete information may render a bid "non-responsive" and be rejected.

B17153311004 Bid - Supplies $100K or more Form revision date 07/22/2016 Page 42
IX.) Contract Approval and Attestation – For City Use Only

FOR CITY USE ONLY UPON AWARD OF A CONTRACT

The Bid was opened on ______________.

Bid Bond Required: [ ] No; [ ] Yes - Amount: $____________________

Received: [ ] Cashiers or Certified Check drawn on a California bank;

Or [ ] Surety Bond

__________________________________________
City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: ____________________________________________

Contract Not-to-Exceed Amount: $_____________________

Award Date: ________________________________

CONTRACT APPROVAL

Approved as to Form: Approved: Attest:

__________________________ __________________________
City Attorney City Manager (Or Authorized Designee) City Clerk

B17153311004   Bid – Supplies - $100K or more   Form revision date 03/22/2016   Page 43

Page 47 of 47
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of an amendment to the Robert Half International, Inc. (dba Accountemps) agreement number 4810 for temporary staffing in the Departments of Information Systems, Human Resources, Police Department, Public Works and Finance. (Fiscal Impact $352,500)

RECOMMENDED COUNCIL ACTION:
1. Authorize City Manager to execute an agreement amendment, in a form approved by the City Attorney, with Accountemps, for additional temporary staffing.
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Ninth Amendment to Agreement No. 4810

FISCAL IMPACT: None
Amount Budgeted: $352,500.00
Additional Appropriation: $0
Account Number(s): N/A

STRATEGIC PLAN:
Goal: 5(b) Champion Economic Development and Fiscal Sustainability:
El Segundo approaches its work in a financially disciplined and responsible way
Objective: 2 The City will maintain a stable, efficient, and transparent financial environment

ORIGINATED BY: Liana Osborne, Administrative Technical Specialist
REVI EWED BY: Joseph Lillio, Director of Finance
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
In February 2015, the City Manager approved a five year on-call agreement for staffing services with Robert Half/Accountemps to provide staffing services for the City in order to address City-wide vacancies. It is anticipated an additional amount of $352,500 will be necessary to meet the operational needs of various departments that have vacancies. Currently, there are a total of Thirty-one vacant positions within various departments that will result in salary and benefit savings which can be used towards the contract increase. This amendment, if approved, will
bring the contract total to an amount not to exceed $1,532,500. Because this amendment to the agreement exceeds $50,000, City Council approval is required.

City-wide, Department Heads are currently reassessing departmental operational needs to best accommodate the changing business needs of the City. The amendment to the Robert Half contract will allow the City to continue to deliver excellent customer service, continue to fully service the needs of the residential and business community, while reevaluating the business model of each department that has vacancies. Some of the operational areas the Robert Half contract is providing staff services to are Human Resources, Information Services, Finance, Public Works, and the Police Department. The salary savings of the current City-wide vacant positions are sufficient to cover the ninth amendment. Robert Half/Accountemps has provided customer service consistent with their agreement terms and conditions.

At this time, staff is requesting City Council approve a ninth amendment to the agreement for an additional amount of $352,500 in a form approved by the City Attorney, for Robert Half International, Inc. to provide temporary staffing services to various City departments.

Breakdown of requested amount:

<table>
<thead>
<tr>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Systems</td>
<td>$200,000</td>
</tr>
<tr>
<td>Police Department</td>
<td>$75,000</td>
</tr>
<tr>
<td>Finance</td>
<td>$60,000</td>
</tr>
<tr>
<td>Public Works</td>
<td>$7,500</td>
</tr>
<tr>
<td>Human Resources</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$352,500</strong></td>
</tr>
</tbody>
</table>
NINTH AMENDMENT TO
AGREEMENT NO. 4810 BETWEEN
THE CITY OF EL SEGUNDO AND
ROBERT HALF INTERNATIONAL INC., DOING BUSINESS THROUGH ITS
DIVISIONS OFFICETEAM AND ACCOUNTEMPS

THIS NINTH AMENDMENT ("Amendment") is made and entered into this 16th day of April 2019, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation existing under the laws of California ("CITY"), and ROBERT HALF INTERNATIONAL INC., a Delaware Corporation, doing business through its divisions OFFICETEAM and ACCOUNTEMPS ("STAFFING FIRM"). The parties agree as follows:

1. Pursuant to Section 31 of Agreement No. 4810 ("Agreement"), Section 1 of the Agreement is amended to read as follows:

   "1. CONSIDERATION.

   A. As partial consideration, STAFFING FIRM agrees to perform the work listed in the SCOPE OF SERVICES, below;

   B. As additional consideration, STAFFING FIRM and CITY agree to abide by the terms and conditions contained in this Agreement;

   C. As additional consideration, CITY agrees to pay CONTRACTOR an additional Three Hundred Fifty-Two Thousand, Five Hundred Dollars ($352,500.00) for CONTRACTOR’s services not to exceed a total of One Million, Five Hundred Thirty-Two Thousand, Five Hundred Dollars ($1,532,500.00)."

2. The parties also desire to amend the Agreement to delete references to Task Orders. Task Orders are no longer required to be completed as part of the Agreement.

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

4. Except as modified by this Amendment, all other terms and conditions of Agreement No. 4810 remain the same.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

CITY OF EL SEGUNDO

Greg Carpenter,
City Manager

ACCOUNTEMPS, a division of ROBERT HALF INTERNATIONAL, INC.

Jennifer Zweig
Regional Vice President

Taxpayer ID No. 94-1648752

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
AGENDA DESCRIPTION:
Consideration and possible action to adopt a resolution increasing the City Manager’s settlement authority to $50,000, pursuant to Government Code § 935.4.
(Fiscal Impact: None)

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

ATTACHED SUPPORTING DOCUMENTS:
1. Proposed Resolution.

FISCAL IMPACT: None

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

STRATEGIC PLAN: N/A.

ORIGINATED BY: City Attorney’s office
REVIEWED BY: Joe Lillio, Director of Finance
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On September 4, 2001, the City Council authorized the City Manager to enter into settlement agreements on claims which do not exceed $25,000. Any settlements on claims above $25,000 require City Council approval.

Government Code section 935.4 authorizes a local public entity by resolution or ordinance to authorize an employee to allow, compromise or settle a claim against the entity in an amount that does not exceed $50,000.

To minimize costs of the City, staff recommends that the City Manager’s settlement authority to enter into settlement agreements without Council’s prior authorization be increased to $50,000. This adjustment would make the City Manager’s settlement authority consistent with the City’s purchasing ordinance, which the City Council amended in 2017 to allow the City Manager authority to sign contracts without Council’s prior authorization provided the City is not expending or receiving no more than $50,000 per fiscal year (Ordinance No. 1564, ESMC § 1-7A-5). For these reasons, staff recommends that the City Council adopt the resolution.
RESOLUTION NO. ________

A RESOLUTION ESTABLISHING THE CITY MANAGER’S AUTHORITY TO SETTLE CLAIMS IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS ($50,000) PURSUANT TO GOVERNMENT CODE § 935.4

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

SECTION 1: The City Council finds as follows:

A. Government Code § 935.4 authorizes a local public entity by resolution or ordinance to authorize an employee to allow, compromise or settle a claim against the entity in an amount that does not exceed $50,000;

B. On September 4, 2001, the Council authorized the City Manager to enter into settlement agreements on claims up to $25,000, with any settlement above $25,000 requiring City Council approval;

C. To minimize costs of the City, it is necessary that the City Manager has specified authority on behalf of the City to enter into settlement agreements without Council’s prior authorization;

D. On December 19, 2017, the City Council adopted Ordinance No. 1564, which authorized the City Manager to execute agreements without Council’s prior authorization, provided the City is not expending or receiving no more than $50,000 per fiscal year (ESMC § 1-7A-5); thus, the adoption of this resolution will make the City Manager’s signature authority for settlement agreements consistent with the City’s purchasing ordinance.

SECTION 2: Authorization. When a claim has been made against the City, and it is determined that the City is partially or fully liable, the City Manager, with the concurrence of the City Attorney, may enter into a settlement agreement to settle the claim up to the amount of $50,000. Any such settlement agreement must be signed by both the City Manager and the City Attorney, or their designated representatives. The City Council intends for this resolution to repeal and replace the City Council’s prior authorization.

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

SECTION 4: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.
PASSED AND ADOPTED this 16th day of April, 2019.

Drew Boyles, Mayor

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, hereby certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. __________ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the 16th day of April 2019, and the same was so passed and adopted by the following roll call vote:

AYES:  

NOES:  

ABSENT:  

ABSTAIN:  

ATTEST:

__________________________  
Tracy Weaver,  
City Clerk  

APPROVED AS TO FORM:

__________________________  
Mark D. Hensley,  
City Attorney
AGENDA DESCRIPTION:
Consideration and possible action to approve 1) Adoption of Job Classification Title Changes for Recreation Leaders I-IV positions for Recreation and Parks Department. 2) Adoption of changes/revisions to Classification Specifications (Class Specs) to Recreation Leaders I-IV in Recreation and Parks Department 3) Adoption of the creation of two part-time classifications of Swim Instructor and Shuttle Driver Job Classifications. 4) Reclassifying Incumbent into new position by title 5) Readopt part-time class wage table showing new job titles 6) Elimination of charging various pay grades 7) Adoption of Exam Plan updates.
Fiscal Impact: None

RECOMMENDED COUNCIL ACTION:
1. Approve and adopt Classification Title changes for Recreation Leaders I-IV;
2. Approve and adopt changes/revisions to Classification Specifications of Recreation I-IV;
3. Approve and adopt new part-time Swim Instructor and Shuttle Driver Job Classifications;
4. Approve reclassifying incumbents into new positions;
5. Approve and readopt part-time wage table showing new job titles;
6. Approve elimination of charging various pay grades;
7. Adoption of Exam Plan updates;

ATTACHED SUPPORTING DOCUMENTS:
A. Job Classification Title Changes
B. Job Function Revisions
C. Draft Job Descriptions for Swim instructor and Shuttle Driver
D. Part-Time/Hourly Classification Salary Schedule
E. Draft of Exam Plan updates.

FISCAL IMPACT: None
Amount Budgeted: $1,732,735 + $54, 000
Additional Appropriation: N/A
Account Number(s): 001-400-5XXX-4102
114-400-5293-4102

STRATEGIC PLAN:
     3 Develop as a Choice Employer and Workforce.

Objective: 1 El Segundo is a City employer of choice and consistently hiring for the future, with a workforce that is inspired, world-class and engaged, demonstrating increasing stability and innovation.

ORIGINATED BY: Lauren Daniels, Human Resources Manager
REVIEWED BY: David Serrano, Human Resources Director
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION

During a strategic planning meeting between Human Resources Director, David Serrano and Meredith Petit, Recreation and Parks Director, part-time minimum wage positions were reviewed which prompted evaluation of definitive job titles for all Recreation and Parks’ part-time positions. Both Directors are in agreement that current job titles should be revised to provide clarification of roles, job duties and minimum qualifications as outlined in the attached revised job classification.

The creation of two new classifications, Shuttle Driver and Swim instructor will support Goal 1 of the City’s Strategic plan by enhancing engagement and customer service to the community. The Shuttle Driver classification was originally incorporated into the Recreation Leader IV position, and proved to be a hard-to-fill position. By isolating the Shuttle Driver classification as a stand-alone title, recruitment efforts will prove to be more efficient when posting on the City’s job portal, as well as, outside sourcing methods. With the opening of new El Segundo Aquatics Center a Swim Instructor classification is necessary for improving safety and community engagement.

The table below highlights the new job title classifications and previous Recreation Leader I, II, III, and IV titles, which will provide more clarification of position roles and highlight minimum qualifications.

<table>
<thead>
<tr>
<th>Current Classification</th>
<th>New Classification</th>
<th>Minimum Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recreation Leader I</td>
<td>Recreation Assistant</td>
<td>Entry level</td>
</tr>
<tr>
<td>Recreation Leader II</td>
<td>Recreation Leader</td>
<td>Completion of high school, one year recreational exp. or 2 yrs. recreational exp.</td>
</tr>
<tr>
<td>Recreation Leader III</td>
<td>Senior Recreation Leader</td>
<td>Some college credit plus 1 year recreational experience or at least 3 years recreational experience.</td>
</tr>
<tr>
<td>Recreation Leader IV</td>
<td>Recreation Specialist</td>
<td>Completion of AA or higher with specialized training in the field of recreation activity plus one year of exp. or 3 years of experience as instructor or leader specific to the program area assigned.</td>
</tr>
<tr>
<td>---</td>
<td>Swim Instructor</td>
<td>WSI and current CPR cert. Entry level. Previous aquatic exp., strong leadership skills and athletic background highly desirable.</td>
</tr>
<tr>
<td>---</td>
<td>Shuttle Driver</td>
<td>Completion of high school/GED plus one year of relevant work experience with minimum of 1 year driving/operating heavy machinery.</td>
</tr>
</tbody>
</table>

The City complied with State minimum wage by hiring part-time Recreation and Parks employees at a higher step to meet salary requirements. The City will place new and current employees at the appropriate step, strictly based on minimum qualifications, knowledge and skills, as outlined on revised class specifications and minimum qualifications.

It is recommended City Council adopt and approve the aforementioned Recommended Council Actions in order to support the City’s goal of developing as a choice employer and workforce and the implementation of Tier 2 priorities of Strategic Goal 3, conduct a review of part-time classifications and wages to ensure the City can attract and retain the best staff.
Recreation Assistant

Bargaining Unit: Non-represented part-time, hourly employees

SALARY RANGE
$12.05 – $15.38 Hourly

DEFINITION:
This is a part-time, non-benefited, at-will position exempt from the classified service. The Recreation Assistant under general supervision assists with a variety of recreation program activities and may be required to perform all or some of the following essential job duties:

ESSENTIAL JOB FUNCTIONS:
Display courteous and professional behavior and customer service toward all patrons, contract instructors, other employees and supervisors.
Respond promptly and courteously to inquiries from the public, outside agencies and employees.
Answer all phone calls regarding general information questions.
Effectively communicate verbally to coordinator, supervisor, staff and participants.
Handle daily cash, credit card and check transactions. Handle daily cash drawer reconciliation at the end of each shift.
Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies.
Assist with all special event preparations and work the day of the event if assigned.
Assist in the implementation of recreation programs such as sports leagues, classes and camps.
Obtain a CPR/AED Certification within the first six (6) months of hire.
May be required to work weekends and holidays.
Observe all City rules and regulations.
Perform other duties as assigned.

QUALIFICATIONS:

EDUCATION/EXPERIENCE

Minimum Qualifications:

Entry level position. Any combination of training and experience which may provide relevant knowledge, ability and skill preferred.
Recreation Leader

Bargaining Unit: Non-represented part-time, hourly employees

Class Code: 1039

Salary Range
$13.00 - $16.59 Hourly

Definition:
This is a part-time, at-will position exempt from the classified service. Under moderate supervision, the Recreation Leader organizes, conducts and supervises a variety of recreational programs and activities; performs related duties as required. This classification is further distinguished from Senior Recreation Leader in that it does not supervise staff groups but may provide direction to Recreation Assistants and volunteers. Under supervision, the Recreation Leader may be required to perform some or all of the following essential job duties:

Essential Job Functions:
Organizes, conducts and supervises free play and team activities for children and adults

Officiates and instructs in games such as basketball, softball, football, baseball, volleyball, track and field.

Instructs fundamentals of play and sports conduct in recreational activities.
Organizes and conducts non-athletic events and programs including contests, special activity days, tournaments, and holiday programs.

Instructs and supervises in arts and crafts, singing and other various activities offered.

Collects and accounts for money received for programs as well as keeps records and prepares reports.

Monitors all activities to ensure safety of participants.

Assists in maintaining recreational facilities by performing light custodial maintenance, if needed.

Display courteous and professional behavior and customer service toward all patrons, contract instructors, other employees and supervisors.

Respond promptly and courteously to inquiries from the public, outside agencies and employees.

Answer phone calls and assist in-person customers regarding general inquiries, requests and reservations.

Effectively communicate verbally to supervisor, staff and participants.

Process class and program registrations using computer software.

Handle daily onsite monitoring and inspection of scheduled facility classes and/or registrations at the Plunge.

Coordinate and update the bulletin boards, display cases and other promotional signage at various city and recreation facilities and parks.

Process Recreation ID Card purchases at various recreation facilities.

Effectively communicate verbally to coordinator.

Responsible for enforcing park and facility rules.

Obtain a CPR/AED Certification within the first six (6) months of hire.

Observe all City rules and regulations.

May be required to work weekends and holidays

Perform other duties as assigned.
QUALIFICATIONS:

Equivalent to completion of high school plus one (1) year of recreational experience, preferably in the public sector.

When assigned to Joslyn Center:
Experience working with adults and seniors is preferred.

LICENSE/CERTIFICATION:

Within six months of hire, obtain First Aid, CPR and AED Certification through American Red Cross.

Knowledge of:
Recreation planning and administration as well as the policies, rules and regulations governing the conduct and safety of persons using the recreational facilities and equipment.

Ability to:

- Develop, coordinate, and direct varied activities involved in a community recreation program.
- Supervise and monitor games and team activities; establish and maintain effective working relationships with employees, supervisors, participants, instructors and the general public.
- Monitor the work of Recreation Assistant staff and volunteers.
- Interprets recreation programs and policies to the public and supports departmental policies.
- Inspects the maintenance of facilities and equipment used in recreation programs to ensure their adequacy and safety.
- Assists with City wide special events.
- Assist with the maintenance of recreational facilities, as needed.
- Communicate effectively with the public and co-workers.
- Perform related duties as assigned.
- Be able to push, pull or lift 50 lbs.
Senior Recreation Leader

Bargaining Unit: Non-represented part-time, hourly employees

SALARY RANGE

$14.50 - $18.51 Hourly

DEFINITION:

This is a part-time, at-will position exempt from the classified service. Under moderate supervision, the Senior Recreation Leader provides direction, coordinates, organizes, and conducts a variety or recreational, cultural, and community services programs, including, but not limited to, day camps, youth, cultural events, fitness activities, and special events. The Senior Recreation Leader may be required to perform some or all of the following essential job duties:

ESSENTIAL JOB FUNCTIONS:

Display courteous and professional behavior and customer service toward all patrons, contract instructors, other employees and supervisors.

Effectively communicate verbally and in writing to supervisors, staff and participants.
Respond promptly and courteously to inquiries from the public, outside agencies and employees. Answer phone calls and help in-person customers regarding general questions, facility reservations, class registration, etc.

Observe all City rules and regulations.

Assist with special event preparations and work the day of the event if assigned.

May be required to work weekends and holidays.

Obtain a CPR/AED certification within the first 6-months of hire.

Perform other duties as assigned.

Enforce and carry out all applicable rules and regulations.

Inform coordinator and/or supervisor of any safety issues or concerns.

Assists in the maintenance and upkeep of facilities.

Assist with preparations and operations of program areas assigned. Assist with ordering office or program supplies, as needed.

Process Recreation ID card purchases.

Process class and program registrations using computer software.

Handle daily cash, credit card and check transactions. Handle daily cash drawer reconciliation, complete daily drop log and accounting log.

Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies.

Assist Contract Instructors with the day-to-day needs of each program, including room set-up, equipment needs, and printing rosters.

Assist with coordinating and scheduling field, facility and picnic reservations.

Assist with training new front desk and recreation staff, staff scheduling and shift coverage, as needed.

Coordinate and update display cases, bulletin boards and posting of other promotional signage at various recreation facilities.
Participate in regularly scheduled staff meetings with supervisor to report all operational updates, challenges and occurrences.

Schedule and dispatch Shuttle Drivers for various transit operations.

Assist Supervisor/Coordinator with the coordination and implementation of recreation programs.

Ensure the safety of all Park patrons and visitors on a daily basis through effective supervision.

Enforce Park Rules, Department Policy and City Municipal Code, as necessary.

Ensure all field/facility gates and locks are opened when appropriate.

Ensure that Incident/Accident Reports are properly filled-out and are submitted in a timely fashion.

Monitor and report abuse or maintenance needs at parks and facilities, including vandalism and graffiti.

Ensure that all Park flags are taken down nightly and secured properly.

Ensure that all fields and facilities are locked and secured at end of the day.

Assist with the setup and break-down of sports facilities and programs.

QUALIFICATIONS:

Equivalent to completion of high school plus some college coursework and two (2) years of general clerical experience or recreation leader experience, preferably in municipal recreation, or any combination of training and experience which may provide the required knowledge, ability and skill.

When assigned to Joslyn Center:
Experience working with adults and seniors is preferred.
Recreation Specialist

Bargaining Unit: Non-represented part-time, hourly employees

Class Code: 1041

SALARY RANGE
$17.25 - $22.02

DEFINITION:
This is a part-time, at-will position exempt from the classified service. The Recreation Specialist is distinguished from the Senior Recreation Leader for its responsibility for planning, organizing, scheduling and giving direct leadership and supervision for classes in a specialized phase of the recreation program or working in a specialized area in the department. This classification is further distinguished from Senior Recreation Leader in its responsibility for a broader range of recreation activities and services. The Recreation Specialist may be required to perform some or all of the following essential job duties:
ESSENTIAL JOB FUNCTIONS:

Display courteous and professional behavior and customer service toward all patrons, other employees and supervisors.

Respond promptly and courteously to inquiries from the public, outside agencies and employees.

Effectively communicate verbally and in writing to supervisor and staff.

Assist with special event preparations and work the day of the event if assigned.

Assists general recreation staff in the conduct of the activities compromising the specialty.

Develops and maintains necessary specialized facilities and materials.

Coordinates the specialized activity program with other recreation programs.

Registers participants and books facilities if required.

Plans a logical sequence of activities to fit the abilities and interests of participants.

Keeps records of attendance and participation; promotes participation in recreation programs and community service programs.

Effectively communicate to participants/patrons.

Supervise, train and evaluate general Recreation Staff. Assist with staff scheduling and shift coverage, as needed.

Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies. Monitor and report abuse or maintenance needs at parks and recreation facilities, including vandalism and graffiti.

Ensure the safety of all Park patrons and visitors on a daily basis through effective supervision.
Enforce park Rules, Department Policy, and City Municipal Code, as necessary.

Assist in the maintenance and upkeep of parks and recreation facilities.

Assist in sports and recreational programming, organizing and implementing new programs, classes and camps.

Develops and/or monitors program budget and expenses to ensure proper resource allocation.

Ensure that Incident/Accident Reports are properly filled-out and are submitted in a timely fashion.

Assist Contract Instructors with the day-to-day needs of each program.

Assist with coordinating and scheduling field, facility and picnic reservations.

May be required to work weekends and holidays.

Observe all City rules and regulations.

Perform other duties as assigned.

**QUALIFICATIONS:**

**EDUCATION/EXPERIENCE**

Any combination of training and experience equivalent to completion of AA or higher college degree with specialized training in a particular field of recreation activity, and 3 or more years of experience as an instructor or leader specific to the program or area assigned.

**LICENSE/CERTIFICATION**

Within six months of hire, obtain First Aid, CPR and AED Certifications through American Red Cross.

*Knowledge of:*
Basic principles and purposes of recreational activity; methods, equipment and terminology in the particular recreation specialty.

**Ability to:**

- Plan, organize and conduct various recreational, and cultural activities, events, and programs for all ages.
- Prepare for scheduled activities, events, and programs and ensure that required paperwork, equipment and other materials are in order.
- Plan and direct group activities aimed at developing appropriate group interaction encourage a sense of team work and fairness, interpersonal communication skills, and cooperation and ensure that order and discipline are maintained during recreational activities.
- Assure proper set-up of facility and safety of program participants; ensure proper procedures are followed in program activities, both with regard to safety and program goals.
- Promote and publicize programs; prepare marketing material including flyers, schedules of events, brochures and activity guides.
- Ensure proper behavior on the part of program participants; takes disciplinary action as needed; Respond quickly to potential hazardous situations and accidents; prepare reports related to incidents.
- Supervise and coordinate the work activities Rec Leader II and Rec Assistant staff, such as training staff members and assigning work duties.
- Encourage participants to develop their own activities and leadership skills through group discussions.
- Assist with innovation, planning, promotion, implementation and evaluation of programs, activities and special events.
- Respond to issues, concerns and complaints and resolve in a satisfying manner.
• Perform related duties as assigned.
• Be able to push, pull or lift 50 lbs
Recreation Leader I
Recreation Assistant

Bargaining Unit: Non-represented part-time, hourly employees

**SALARY RANGE**
$12.05 -- $15.38 Hourly

**DEFINITION:**
This is a part-time, non-benefited, at-will position exempt from the classified service. The Recreation Leader I within the Aquatics Division, Recreation Assistant, under general supervision assists with a variety of recreation program activities and is-may be required to perform all or some of the following essential job duties:

**ESSENTIAL JOB FUNCTIONS:**
Arrive to work on time, dressed in a clean and neat Recreation & Parks Department issued navy blue T-Shirt and Staff ID badge. Agree to adhere to the Recreation Division Dress Code & ID badge policy.

Display courteous and professional behavior and customer service toward all patrons, contract instructors, other employees and supervisors.

Respond promptly and courteously to inquiries from the public, outside agencies and employees.

Answer all phone calls regarding general information questions.

Effectively communicate verbally to coordinator, supervisor, staff and participants.

Handle daily cash, credit card and check transactions. Handle daily cash drawer reconciliation at the end of each shift.
Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies.

Assist with all special event preparations and work the day of the event if assigned.

Assist in the implementation of recreation programs such as sports leagues, classes and camps.

Obtain a CPR/AED Certification within the first six (6) months of hire.

May be required to work weekends and holidays.

Observe all City rules and regulations.

-Perform other duties as assigned.

QUALIFICATIONS:

EDUCATION/EXPERIENCE

Minimum Qualifications:

Entry level position. Any combination of training and experience which may provide relevant knowledge, ability and skill preferred.
Recreation Leader

Recreation Leader

Bargaining Unit: Non-represented part-time, hourly employees

Class Code: 1039

CITY OF EL SEGUNDO
Revision Date: May 2, 2011

SALARY RANGE
$11.05 - $12.92 Hourly $13.00 - $16.59 Hourly

DEFINITION:
This is a part-time, at-will position exempt from the classified service. Under moderate supervision, the Recreation Leader organizes, conducts and supervises a variety of recreational programs and activities; performs related duties as required. This classification is further distinguished from Senior Recreation Leader as the latter is not required to perform some or all of the following essential job duties:

ESSENTIAL JOB FUNCTIONS:
- Organizes, conducts and supervises free play and team activities for children and adults
Officiates and instructs in games such as basketball, softball, football, baseball, volleyball, track and field.

- Instructs fundamentals of play and sports conduct in recreational activities.

Organizes and conducts non-athletic events and programs including contests, special activity days, tournaments, and holiday programs.

- Instructs and supervises in arts and crafts, singing and other various activities offered.

Collects and accounts for money received for programs as well as keeps records and prepares reports.

Monitors all activities to ensure safety of participants.

Assists in maintaining recreational facilities by performing light custodial maintenance, if needed.

Arrive to work on time dressed in a clean and neat Recreation & Parks Department issued navy blue T-Shirt and Staff ID badge. Agree to adhere to the Recreation Division dress code and ID badge policy.

Display courteous and professional behavior and customer service toward all patrons, contract instructors, other employees and supervisors.

- Respond promptly and courteously to inquiries from the public, outside agencies and employees.

Answer all phone calls and assist in-person customers regarding general inquiries, requests and reservations.

Effectively communicate verbally to supervisor, staff and participants.

Handle daily cash, credit card and check transactions:
- Obtain a CPR/AED Certification within the first six (6) months of hire.
- Assist with all special event preparation and work the day of the event if assigned.
- Observe all City rules and regulations.
- May be required to work weekends and holidays.
- Perform other duties as assigned.

Process class and program registrations using CLASS computer software.

When assigned to Aquatics:
- Process class and program registrations using CLASS software.
- Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies.
- Handle daily onsite monitoring and inspection of scheduled facility classes and/or registrations at the Plunge.
- Coordinate and update the bulletin boards, display cases and other promotional signage at the Plunge, various city and recreation facilities and parks.

When assigned to Checkout staff:
- Answer all phone calls regarding picnic requests, court reservations, etc.
- Process all Recreation ID Card purchases at the Checkout various recreation facilities.
- Process class and program registrations using CLASS software.
- Handle daily cash drawer reconciliation at the end of each shift.
- Process picnic and facility requests from the public.
- Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies.
- Assist Contract Instructors with the day to day needs of each program.

When assigned to Clubhouse staff:
- Answer all phone calls with questions from participants regarding changes with scheduled classes.
- Process class and program registrations using CLASS software.
Handle daily cash drawer reconciliation and complete daily drop.
- Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies.
- Handle daily onsite monitoring and inspection of scheduled facility classes and/or registrations at the Clubhouse. Walk through and observe classes throughout each work shift.
- Assist Contract Instructors with the day to day needs of each program.
- Coordinate and update the display case at the Clubhouse.

**When assigned to Joslyn staff:**
- Answer phone calls and questions regarding changes with scheduled classes.
- Schedule facility reservations for Joslyn Center via a mail, phone or fax.
- Process class and program registrations using CLASS software.
- Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies.
- Handle daily onsite monitoring and inspection of scheduled facility classes and/or registrations at the Joslyn Center.
- Assist Contract Instructors with the day to day needs of each program.

**When assigned to Teen-Center and SPARK:**

Effectively communicate verbally to coordinator.
- Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies.
- Responsible for enforcing park and facility rules. Skate Park and patrons of the Skate Park to wear required gear at Teen Center and SPARK.
- Assist participants with homework
  - Obtain a CPR/AED Certification within the first six (6) months of hire.
  - Observe all City rules and regulations.
  - May be required to work weekends and holidays.
QUALIFICATIONS:

Equivalent to completion of high school plus one (1) year of general clerical experience, or any combination of training and experience which may provide the required knowledge, ability and skill.

When assigned to Joslyn Staff Center:
Experience working with adults and seniors is preferred.

LICENSE/CERTIFICATION:

Within six months of hire, obtain current First Aid, CPR and AED Certification through American Red Cross.

Knowledge of:
Recreation planning and administration as well as the policies, rules and regulations governing the conduct and safety of persons using the recreational facilities and equipment.

Ability to:
- Develop, coordinate, and direct varied activities involved in a community recreation program.
- Supervise and monitor games and team activities; establish and maintain effective working relationships with employees, supervisors, participants, instructors and the general public.
- Monitor the work of Recreation Assistant staff and volunteers.
- Interprets recreation programs and policies to the public and supports departmental policies.
- Inspects the maintenance of facilities and equipment used in recreation programs to ensure their adequacy and safety.
- Assists with City wide special events.
- Assist with the maintenance of recreational facilities, as needed.
- Communicate effectively with the public and co-workers
- Perform related duties as assigned.
  - Be able to push, pull or lift 50 lbs
Recreation Leader III
Senior Recreation Leader

Bargaining Unit: Non-represented part-time, hourly employees

CITY OF EL SEGUNDO
Revision Date: May 14, 2019

Class Code: 1040

Salaries Range
$12.45 - $15.14 Hourly
$14.50 - $18.51 Hourly

Definition:
This is a part-time, at-will position exempt from the classified service. Under moderate supervision, the Senior Recreation Leader provides direction, coordinates, organizes, and conducts a variety or recreational, cultural, and community services programs, including, but not limited to, day camps, youth, cultural events, fitness activities, and special events. This classification is further distinguished from Recreation Leader as the latter does not have the level of recreation experience. Under supervision, the Recreation Leader III - Senior Recreation Leader is may be required to perform some or all of the following essential job duties:
**ESSENTIAL JOB FUNCTIONS:**

Arrive to work on time dressed in a clean and neat Recreation & Parks Department issued navy blue T-Shirt and Staff ID badge. Agree to adhere to the Recreation Division Dress Code & ID badge policy.

Display courteous and professional behavior and customer service toward all patrons, contract instructors, other employees and supervisors.

Effectively communicate verbally and in writing to supervisors, staff and participants.

Respond promptly and courteously to inquiries from the public, outside agencies and employees. Answer phone calls and help in-person customers regarding general questions, facility reservations, class registration, etc.

Observe all City rules and regulations.

Assist with all special event preparations and work the day of the event if assigned.

May be required to work weekends and holidays.

Obtain a CPR/AED certification within the first 6-months of hire (EXCEPT Lifeguard and Swim Instructor who must possess at time of hire).

Perform other duties as assigned.

**When assigned to Lifeguard or Swim Instructor:**

- Inform coordinator and/or supervisor of any safety issues or concerns.
- Ensures the safety of all patrons participating in a wide variety of aquatic programs and events; submit Accident/Incident reports to the Supervisor within 24 hours of the incident.
- Provide all levels of instruction to individuals of all ages (Swim Instructor).
- Enforce and carry out all applicable City of El Segundo Pool Rules and Regulations. Rescue swimmers in danger and assist swimmers in distress. Administer cardiopulmonary resuscitation and emergency first aid as needed.
Oversees facility operation and activities:

- Monitor and log pool chlorine and HRR, pH, and temperature levels each day (Outdoor pools only):

- Assists in the maintenance and upkeep of all pools and facilities throughout the year:

- Enforce and carry out all applicable rules and regulations:

When assigned to Rec Park Youth Basketball Coach:

- Required to work weekends.

- Enforce and carry out all applicable rules and regulations.

Inform coordinator and/or supervisor of any safety issues or concerns.

Assists in the maintenance and upkeep of the practice and game facilities, throughout the season:

Assist with all game-day preparations and operations of program areas assigned:

- Assist with ordering office or program supplies, as needed.

When assigned to 30-Hour Checkout Staff:

- Answer all phone calls regarding general questions, picnic requests, court reservations, etc.

Process all Recreation ID card purchases.

Process class and program registrations using CLASS-computer software.

Handle daily cash, credit card and check transactions. Handle daily cash drawer reconciliation, complete daily drop log and accounting log.

- Process picnic and facility requests from the public.

Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies.

- Assist with ordering office supplies and forms, as needed.
Assist Contract Instructors with the day-to-day needs of each program, including room set-up, equipment needs, and printing rosters.

Assist with coordinating and scheduling field, facility and picnic reservations.

Assist with training new Checkout-front desk and recreation staff, staff scheduling and shift coverage, as needed.

Coordinate and update the display case at Checkout-display cases, bulletin boards and posting of other promotional signage at various recreation facilities.

When assigned to Club House:

- Handle daily onsite monitoring and inspection of scheduled facility classes and/or registrations at the Clubhouse. Walk through and observe classes throughout each work-shift.
- Assist with coordinating and scheduling facility reservations and staffing.
- Assist with training additional substitute staff to work the Clubhouse.
- Perform the daily drop and accounting leg of the Recreation Department money.
- Develop and update the display cases and bulletin boards at City Hall and the Clubhouse.

When assigned to Club House, Joslyn 39-hour & Dispatcher:

- Answer all phone calls regarding general questions and questions regarding changes with scheduled classes.
- Process class and program registrations using CLASS software.

Participate in weekly regularly scheduled staff meetings with the supervisor to report all operational updates, challenges and occurrences.

- Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies.
- Assist with ordering office supplies and forms, as needed.
Assist Contract Instructors with the day-to-day needs of each program and
upcoming class dates. Review contractors submitted class information and revise as
needed to meet brochure deadlines.

When assigned to Joslyn 30-hour & Dispatcher:
- Handle daily cash, credit card and check transactions.

Schedule and dispatch transportation Shuttle drivers/Drivers on Lunch-Time and
Beach Shuttles as well as Dial-A-Ride pick-ups for various transit operations.

Schedule, coordinate, and plan multiple Family Fun Trips throughout the year. Assist
Supervisor/Coordinator with the coordination and implementation of recreation
programs.
- Handle daily onsite monitoring and inspection of scheduled facility classes.
- Assist with coordinating and scheduling facility reservations.
- Assist with training additional substitute staff to work the Joslyn Center.

When assigned to Farmers Market Manager:
- Participate in weekly meetings with the Supervisor to report all operational updates,
challenges and occurrences.
- Assist with the general facility operations at the Joslyn Center Front Desk when
needed. Monitor and maintain a clean and safe work environment, department
equipment and supplies.
- Assist with ordering office supplies and forms, as needed.
- Manage day to day operations for the El Segundo Certified Farmers Market.
- Attract and retain vendors for the Farmers Market through recruiting and visiting
other area markets for fresh ideas. Handle all phone calls to participants regarding
Farmers Market interest and general questions.
- Coordinate setup, running and takedown of market each Thursday utilizing two (2)
part-time staff members.
- Coordinate all health code permits and issues with LA County Department of Health
for the Farmers Market.
Edit, proofread and coordinate seasonal brochure under direction of Joslyn Supervisor. Work with contractors, coordinators and supervisors to obtain information for respective sections of the brochure.

When assigned to Park Ambassador

Effectively communicate in writing to Supervisor and patrons.

Assist with general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies.

Ensure the safety of all Park patrons and visitors on a daily basis through effective supervision.

Enforce Park Rules, Department Policy and City Municipal Code, as necessary.

Assist in the maintenance and upkeep of Recreation Park and Campus El Segundo.

Ensure all field/facility gates and locks are opened when appropriate.

Ensure lights at all fields and facilities are turned on and are operations each night, along with turning off the lights at the end of the day.

Ensure that Incident/Accident Reports are properly filled-out and are submitted in a timely fashion.

Monitor and report abuse or maintenance needs at "pocket-parks"/parks and off-site facilities, including vandalism and graffiti.

Ensure that all Park flags are taken down nightly and secured properly.

Ensure that all fields and facilities are locked and secured at end of the day.

Monitor and report vandalism and graffiti.

Assist with staff scheduling and shift coverage, as needed.

Assist Contract Instructors with the day-to-day needs of each program.

When assigned to Teen Center & SPARK:

May be required to work shifts.
- Assist with the general facility operations at the Teen Center. Monitor and maintain a clean and safe work environment, department equipment and supplies.
- Acting Recreation Coordinator when Recreation Coordinator is out.
- Work a minimum of three (3) SPARK shifts per week.
- Oversee all aspects of SPARK after school program including SPARK Fit Club, Staffing, registration and attendance.
- Organize and facilitate monthly REACT meetings.
- **When assigned to Sports & Campus El Segundo:**
  - Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies.
  - Assist with the setup and break-down of sports facilities and programs.
- Assist in the maintenance and upkeep of practice and game facilities.
- Enforce field/facility use policies and regulations.

**QUALIFICATIONS:**

**When assigned to Lifeguard or Swim Instructor:**
Requires a current American Red Cross or equivalent certification in Lifeguard Training & First Aid and Cardiopulmonary Resuscitation (CPR) / Automated-External Defibrillator (AED) for the Professional Rescuer.

**When assigned to Lifeguard:**
Prior experience as a Lifeguard is recommended.

**When assigned to Swim Instructor:**
Requires Water Safety Instructor (WSI) certification.

Prior experience as a Lifeguard and/or Swim Instructor is recommended.

**When assigned to 30 Hour Checkout, Clubhouse, Joslyn 30 Hour, SPARK, Teen Center or Sports Camps:**
Equivalent to completion of high school plus some college, and coursework and one-two (2) years of general clerical experience or recreation leader experience, preferably in municipal recreation, or any combination of training and experience which may provide the required knowledge, ability and skill.

When assigned to Jostyn 30-hour & Dispatcher Center:
Experience working with adults and seniors is preferred.

When assigned to Teen Center and SPARK 30-hours:
Experience working with youth sports program is preferred.

When assigned to Rec Park Youth Basketball Coach:
Experience working with youth sports programs is preferred.

When assigned to Park Ambassador:
Equivalent to completion of high school and three years of general recreation leader experience, preferably in municipal recreation or any combination of training and experience which may provide the required knowledge, ability and skill.

When assigned to Farmers Market Manager:
Equivalent to completion of high school plus one year of farmers market experience as well as general clerical experience, preferably in municipal recreation; or any combination of training and experience which may provide the required knowledge, ability and skill.

Experience working with adults and seniors is preferred.
Recreation Leader IV
Recreation Specialist

Bargaining Unit: Non-represented part-time, hourly employees

Class Code: 1041

SALARY RANGE
$15.93—$19.36 Hourly, $17.25 - $22.02

DEFINITION:
This is a part-time, at-will position exempt from the classified service. The Recreation Specialist is distinguished from the Senior Recreation Leader for its responsibility for planning, organizing, scheduling and giving direct leadership and supervision for classes in a specialized phase of the recreation program or working in a specialized area in the department. This classification is further distinguished from Senior Recreation Leader as the latter has responsibility for a broader range of recreation activities and services. Under supervision, the Recreation Leader IV Specialist may be required to perform some or all of the following essential job duties:
When assigned to Senior Lifeguard:

Under supervision and direction of the Recreation Supervisor and/or Recreation Coordinator—Aquatics, the Senior Lifeguard is required to perform the following essential job duties:

ESSENTIAL JOB FUNCTIONS:

Arrive to work on time dressed in a clean and neat Recreation & Parks Department issued polo shirt and Staff ID badge. Agree to adhere to the Recreation Division Dress Code & ID badge policy.

Display courteous and professional behavior and customer service toward all patrons, other employees and supervisors.

Respond promptly and courteously to inquiries from the public, outside agencies and employees.

Effectively communicate verbally and in writing to supervisor and staff.

Assist with all special event preparations and work the day of the event if assigned.

May be required to work weekends and holidays.

Observe all City rules and regulations.

Perform other duties as assigned.

Assists general recreation staff in the conduct of the activities compromising the specialty.

Develops and maintains necessary specialized facilities and materials.

Coordinates the specialized activity program with other recreation programs.
Registers participants and books facilities if required.

Plans a logical sequence of activities to fit the abilities and interests of participants.

--- Keeps records of attendance and participation; promotes participation;

- **When assigned to Transportation Driver:**
  - Display courteous and professional behavior toward all riders.
  - Effectively communicate verbally to patrons. Inform Supervisor of any safety issues or concerns.
  - Ensures the safety of all patrons riding on shuttle, dial a ride and store trips; submit Accident/Incident Reports to the Supervisor within 24 hours of the incident.
  - Monitor and log maintenance and shuttle issues that arise during driving of shuttle routes. Fuel and clean shuttle as needed at end of shift.
  - Act as a Liaison between the City and El Segundo resident riders for all routes and programs.
  - Obtain a CPR/AED certification within the first 6 months of hire.
  - Enforce and carry out all applicable Transportation Rules and Regulations.
  - Obey all state and federal traffic laws.

- **When assigned to Senior Lifeguard:**
  - Display courteous and professional behavior toward all contract instructors.
  - Effectively communicate to participants. Inform coordinator and/or Supervisor of any safety issues or concerns.
  - Oversee part-time Recreation Leaders (Cashiers), Lifeguards and Swim Instructors. Perform all of the duties of a Lifeguard and/or Swim Instructor as needed. Provide all levels of instruction to individuals of all ages.
Ensures the safety of all patrons participating in a wide variety of aquatic programs and events. Submit Accident/Incident Reports to the Supervisor within 24 hours of the incident. Administers cardiopulmonary resuscitations and emergency first aid, as needed.

- Oversees facility operation and activities. Secure and lock all exterior doors and Supervisors office doors. Turn on the facility alarm each night.

- Monitor and log pool chlorine and pH, pH, and temperature levels each day. Address any fecal or vomit accidents at the time of the incident.

- Assist in the maintenance and upkeep of pools and facilities throughout the year.

- Assist in the scheduling, training and day-to-day supervision of part-time staff and contractors; ensure participants are listed on each class roster.

- Handle daily onsite monitoring and inspection of all scheduled classes and/or programs. Walk-through and observe aquatics programs or classes throughout each work-shift.

- Assist with ordering office supplies and forms as needed.

- Assist with facility reservations and scheduling.

- Create seasonal publicity flyers and assist with scheduling class dates for the quarterly brochure.

- Act as a Liaison between the city and the El Segundo High School water polo and swim team coaches.

- Perform the daily drop of the Aquatics Division money by 11 am daily.

- May be required to work shifts.

- Enforce and carry out all applicable rules and regulations.

When assigned to 30-Hour City Ambassador:

- Display courteous and professional behavior toward all contract instructors in recreation programs and community service programs.
Effectively communicate to participants/patrons.

Supervise, train and evaluate general part-time Recreation Staff at Check-out and Campus El Segundo, including Park Ambassadors. Assist with staff scheduling and shift coverage, as needed.

Assist with training new Check-out, Campus ES and Park Ambassador Staff and with staff scheduling and shift coverage, as needed.

Assist with the general facility operations. Monitor and maintain a clean and safe work environment, department equipment and supplies. Monitor and report abuse or maintenance needs at parks and recreation facilities, including vandalism and graffiti.

Ensure the safety of all Park patrons and visitors on a daily basis through effective supervision.

Enforce park Rules, Department Policy, and City Municipal Code, as necessary.

Assist in the maintenance and upkeep of Recreation Park and Campus El Segundo parks and recreation facilities.

Assist in Adult Sports programming, scorekeeper scheduling and stats/standings books, organizing and implementing new programs, classes and camps.

Develops and/or monitors program budget and expenses to ensure proper resource allocation.

Ensure all fields/facility gates and locks are opened when appropriate; ensure that all fields and facilities are locked and secured at end of day.

Ensure lights at all fields and facilities are turned on and are operational each night, along with turning off the lights at the end of the day.

Ensure that Incident/Accident Reports are properly filled out and are submitted in a timely fashion.

Monitor and report abuse or maintenance needs at "pocket parks" and off-site facilities.

Ensure that all Park flags are taken down nightly and secured properly.
Monitor and report vandalism and graffiti.

Assist Contract Instructors with the day-to-day needs of each program.

Assist with coordinating and scheduling field, facility and picnic reservations.

—May be required to work weekends and holidays.

—Observe all City rules and regulations.

—Perform other duties as assigned.

Obtain a CPR/AED certification within the first 6 months of hire.

**QUALIFICATIONS:**

**When assigned to 30-Hour Ambassador:**
Equivalent to completion of high school and three (3) years of general recreation leader experience, preferably in municipal recreation or any combination of training and experience which may provide the required knowledge, ability and skill.

**When assigned to Senior Lifeguard:**
Requires a current American Red Cross or equivalent certification in Lifeguard Training & First Aid, Cardiopulmonary Resuscitation (CPR) / Automated External Defibrillator (AED) for the Professional Rescuer and Water Safety Instructor (WSI).

Equivalent to completion of high school, minimum two (2) years prior experience as a Lifeguard and/or Swim Instructor is desirable; or any combination of training and experience which may provide the required knowledge, ability and skill.

**When assigned to Transportation Driver:**
Must possess a Class "B" California Drivers License.

Requires current medical certificate.

Requires Passenger (P) endorsement.

Must maintain a clean driving record with no major traffic violations.

Minimum one year experience driving and/or operating heavy machinery and/or shuttle is preferred.
EDUCATION/EXPERIENCE

Any combination of training and experience equivalent to completion of AA or higher college degree with specialized training in a particular field of recreation activity, and 3 or more years of experience as an instructor or leader specific to the program or area assigned.

LICENSE/CERTIFICATION

Within six months of hire, obtain current First Aid, CPR and AED Certifications through American Red Cross.

Knowledge of:

Basic principles and purposes of recreational activity; methods, equipment and terminology in the particular recreation specialty.

Ability to:

- Plan, organize and conduct various recreational, and cultural activities, events, and programs for all ages.
- Prepare for scheduled activities, events, and programs and ensure that required paperwork, equipment and other materials are in order.
- Plan and direct group activities aimed at developing appropriate group interaction encourage a sense of teamwork and fairness, interpersonal communication skills, and cooperation and ensure that order and discipline are maintained during recreational activities.
- Assure proper set-up of facility and safety of program participants; ensure proper procedures are followed in program activities, both with regard to safety and program goals.
- Promote and publicize programs; prepare marketing material including flyers, schedules of events, brochures and activity guides.
- Ensure proper behavior on the part of program participants; takes disciplinary action as needed; Respond quickly to potential hazardous situations and accidents; prepare reports related to incidents.
- Supervise and coordinate the work activities Rec Leader II and Rec Assistant staff, such as training staff members and assigning work duties.
- Encourage participants to develop their own activities and leadership skills through group discussions.
- Assist with innovation, planning, promotion, implementation and evaluation of programs, activities and special events.
- Respond to issues, concerns and complaints and resolve in a satisfying manner.
- Perform related duties as assigned.
- Be able to push, pull or lift 50 lbs.
Swim Instructor

Bargaining Unit: Non-represented part-time, hourly employees

CITY OF EL SEGUNDO
Established Date: March 6, 2019

SALARY RANGE
$16.50 - $21.06 Hourly

DEFINITION:

This is a part-time, non-benefited, at-will position exempt from the classified service. Under the supervision of the Aquatics Recreation Supervisor, Aquatics Recreation Coordinator and Senior Lifeguards, the Lifeguard/Swim Instructor is required to perform the following job duties:

ESSENTIAL JOB FUNCTIONS:

Teaches basic swim strokes and skills to students in group setting

Responsible for the safety of all class participants

Communicating effectively with children, the general public and other staff members

Promote a positive, friendly and energetic attitude.

Follow oral and written instructions.

Have the ability to assist and protect the life and well-being of each and every patron by implementing the latest safety procedures, policies, rules, regulations and ordinances set forth by both the American Red Cross and City of El Segundo.

Surveys a public swimming pool.
Prevents patron accidents.

Rescues swimmers in distress.

Conducts beginning to advanced swim level courses

Enforces regulations and codes.

The primary responsibility of the lifeguard is the safety and protection of pool patrons by preventing accidents, and when required, making rescues. The lifeguard must be alert and take action in enforcing safety rules and ordinances. In an emergency, the lifeguard must think quickly and clearly, in some cases taking personal risks and exerting considerable physical effort. The lifeguard is required to work day and evening hours including weekends.

QUALIFICATIONS:

EDUCATION/EXPERIENCE:

Entry level. Previous aquatic work experience, strong leadership skills and athletic background highly desirable. As a condition of employment, a lifeguard must attend all in-service trainings.

LICENSE/CERTIFICATION:

Water Safety Instructor Certification (WSI), Current American Red Cross certification in the following: First Aid, CPR & AED for the Professional Rescuer, Lifeguard Training.

SUPPLEMENTAL INFORMATION:

Individuals in this classification are required to successfully pass a background check that complies with Public Resources Code section 5164, which mandates that a city that hires a person to work at a park, playground, recreational center or beach, in a position having supervisory or disciplinary authority over a minor, shall complete an application that inquires whether that individual has been convicted of specified criminal offenses.

WORKING CONDITIONS:

The work is regularly performed indoors and outdoors in variable weather conditions. Must be able to work in an outdoor public pool environment. May be required to work a varied schedule, which may include days, evenings, weekends and holidays. Will be required to wear uniform while on duty.
Shuttle Driver
Bargaining Unit: Non-represented part-time, hourly employees

Salaries Range
$17.25 - $22.02 Hourly

Definition:
This is a part time, at-will position exempt from the classified service.

Under general supervision, the Shuttle Driver is required to perform the following essential job functions:

Essential Job Functions:

Display courteous and professional behavior and customer service toward all patrons, riders, other employees and supervisors.

Respond promptly and courteously to inquiries from the public, outside agencies and employees.

Effectively communicate verbally to supervisor, staff and patrons. Inform Supervisor of any safety issues or concerns.

Ensures the safety of all patrons riding on shuttle, dial-a –ride and store trips; submit Accident/Incident Reports to the Supervisor within 24-hours of the incident.

Complete a pre-inspection of vehicle at the beginning of shift. Monitor and log maintenance and shuttle issues that arise during driving of shuttle routes. Fuel and clean shuttle as needed at end of shift.

Act as a Liaison between the City and El Segundo resident riders for all routes and programs.

Obtain a CPR/AED certification within the first 6 months of hire.

Enforce and carry out all applicable Transportation Rules and Regulations.

May be required to work weekends and holidays.

Obey all state and federal traffic laws.
Observe all City rules and regulations.

Perform other duties as assigned.

QUALIFICATIONS:

EDUCATION/EXPERIENCE

High school completion or GED plus one year of relevant work experience. Minimum of one year experience driving and/or operating heavy machinery and/or shuttle is preferred.

LICENCE/CERTIFICATION

Must possess a Class "B" California Driver's License, with Passenger (P) endorsement.

Requires current medical certificate.

Must maintain a clean driving record with no major traffic violations.
Shuttle Driver

Bargaining Unit: Non-represented part-time, hourly employees

SALARY RANGE
$22.2517.25 - $28.4022.02 Hourly

DEFINITION:
This is a part time, at-will position exempt from the classified service.

Under general supervision, the Shuttle Driver is required to perform the following essential job functions:

ESSENTIAL JOB FUNCTIONS:

Display courteous and professional behavior and customer service toward all patrons, riders, other employees and supervisors.

Respond promptly and courteously to inquiries from the public, outside agencies and employees.

Effectively communicate verbally to supervisor, staff and patrons. Inform Supervisor of any safety issues or concerns.

Assist with all special event preparations and work the day of the event if assigned. Ensures the safety of all patrons riding on shuttle, dial-a-ride and store trips; submit Accident/Incident Reports to the Supervisor within 24-hours of the incident.

Complete a pre-inspection of vehicle at the beginning of shift. Monitor and log maintenance and shuttle issues that arise during driving of shuttle routes. Fuel and clean shuttle as needed at end of shift.

Act as a Liaison between the City and El Segundo resident riders for all routes and programs.

Obtain a CPR/AED certification within the first 6 months of hire.

Enforce and carry out all applicable Transportation Rules and Regulations.

May be required to work weekends and holidays.

Obey all state and federal traffic laws.
Observe all City rules and regulations.

Perform other duties as assigned.

**QUALIFICATIONS:**

**EDUCATION/EXPERIENCE**

High school completion or GED plus one year of relevant work experience. Minimum of one year experience driving and/or operating heavy machinery and/or shuttle is preferred.

**LICENCE/CERTIFICATION**

Must possess a Class "B" California Driver’s License, with Passenger (P) endorsement.

Requires current medical certificate.

Must maintain a clean driving record with no major traffic violations.
**CITY OF EL SEGUNDO**
Part-Time /Hourly Classifications Salary Schedule

Effective April 16, 2019

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<th>Classification</th>
<th>Grade</th>
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Exam Plan
Recap Sheet

It is recommended that City Council approves and adopts the examination plan for Recreation and Parks that contains the following examination techniques and weights for each portion of the examination.

**Recreation Assistant**
- Structured, Technical Oral Interview
  (Open Competitive)
  Weighted 100%

**Recreation Leader**
- Structured, Technical Oral Interview
  (Open Competitive)
  Weighted 100%

**Senior Recreation Leader**
- Structured, Technical Oral Interview
  (Open Competitive)
  Weighted 100%

**Recreation Specialist**
- Structured, Technical Oral Interview
  (Open Competitive)
  Weighted 100%

**Shuttle Driver**
- Structured, Technical Oral Interview
  (Open Competitive)
  Weighted 100%

**Swim Instructor**
- Structured, Technical Oral Interview
  (Open Competitive)
  Weighted 100%
Recreation Assistant

Exam Plan

It is recommended that City Council approves and adopts the examination plan that contains the following examination techniques and weights for each portion of the examination.

A. Job Classification and Title Changes for Recreation and Parks

Recreation Assistant

This is a part-time, non-benefited, at-will position exempt from the classified service. The Recreation Assistant under general supervision assists with a variety of recreation program activities.

B. Examination Plan

(Open Competitive)

- Structured, Technical Oral Interview Weighted 100%
Recreation Leader

Exam Plan

It is recommended that City Council approves and adopts the examination plan that contains the following examination techniques and weights for each portion of the examination.

A. Job Classification and Title Changes for Recreation and Parks

Recreation Leader

This is a part-time, at-will position exempt from the classified service. Under moderate supervision, the Recreation Leader organizes, conducts and supervises a variety of recreational programs and activities; performs related duties as required. This classification is further distinguished from Senior Recreation Leader in that it does not supervise staff groups but may provide direction to Recreation Assistants and volunteers.

B. Examination Plan

(Open Competitive)

- Structured, Technical Oral Interview Weighted 100%
Senior Recreation Leader

Exam Plan

It is recommended that City Council approves and adopts the examination plan that contains the following examination techniques and weights for each portion of the examination.

A. Job Classification and Title Changes for Recreation and Parks

Senior Recreation Leader

This is a part-time, at-will position exempt from the classified service. Under moderate supervision, the Senior Recreation Leader provides direction, coordinates, organizes, and conducts a variety or recreational, cultural, and community services programs, including, but not limited to, day camps, youth, cultural events, fitness activities, and special events.

B. Examination Plan

(Open Competitive)

- Structured, Technical Oral Interview

  Weighted 100%
Recreation Specialist

Exam Plan

It is recommended that City Council approves and adopts the examination plan that contains the following examination techniques and weights for each portion of the examination.

A. Job Classification and Title Changes for Recreation and Parks

Recreation Specialist

This is a part-time, at-will position exempt from the classified service. The Recreation Specialist is distinguished from the Senior Recreation Leader for its responsibility for planning, organizing, scheduling and giving direct leadership and supervision for classes in a specialized phase of the recreation program or working in a specialized area in the department. This classification is further distinguished from Senior Recreation Leader in its responsibility for a broader range of recreation activities and services.

B. Examination Plan

(Open Competitive)

- Structured, Technical Oral Interview  Weighted 100%
Shuttle Driver

Exam Plan

It is recommended that City Council approves and adopts the examination plan that contains the following examination techniques and weights for each portion of the examination.

A. Job Classification and Title Changes for Recreation and Parks

Shuttle Driver

This is a part time, at-will position exempt from the classified service.

B. Examination Plan

(Open Competitive)

- Structured, Technical Oral Interview Weighted 100%
Swim Instructor

Exam Plan

It is recommended that City Council approves and adopts the examination plan that contains the following examination techniques and weights for each portion of the examination.

A. Job Classification and Title Changes for Recreation and Parks

Lifeguard/Swim Instructor

This is a part-time, non-benefited, at-will position exempt from the classified service. Under the supervision of the Aquatics Recreation Supervisor, Aquatics Recreation Coordinator and Senior Lifeguards.

B. Examination Plan

(Open Competitive)

- Structured, Technical Oral Interview Weighted 100%

EL SEGUNDO CITY COUNCIL

MEETING DATE: April 16, 2019

AGENDA ITEM STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action to allocate pool space to South Bay United and Trojan youth water polo clubs at the City of El Segundo – Wiseburn Unified School District Aquatics Center (2240 E. Grand Avenue). (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:
(1) Approve staff’s recommendation to allocate the available pool space designated for water polo between South Bay United and Trojan youth water polo clubs as follows:
   3 weekdays (M/W/F) + 1 weekend day (Sat) per week – SBU
   2 weekdays (T/Th) + 1 weekend day (Sun) per week – Trojan
(2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: N/A
   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.

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

BACKGROUND & DISCUSSION:
On February 5, 2019, the City Council discussed the results of the RFP process for selection of user groups to utilize the El Segundo Wiseburn Aquatics Center. The four youth clubs being considered for space allocation were two swimming clubs, Beach Cities Swimming (BCS) and Alpha Aquatics, and two water polo clubs, Trojan and South Bay United (SBU). In reviewing the RFP results, combined with discussions surrounding the importance of resident participation, the City Council ultimately outlined five criteria to be used by staff to try to accommodate all four groups. The City Council motion passed 4-0 (Councilmember Pimentel recused) is transcribed as follows:

Direct staff to make a decision using the following guidelines: (1) consider current and future residents, (2) prioritize the programs with the greatest number of participants for peak times, (3) add off-peak pricing, (4) maximize financial impact, (5) diversity of programs; with the caveat, or with the requirement, that Alpha Aquatics gets time allocated during the peak time and that South Bay United Water Polo gets allocated time during the non-peak time.”

Additionally, a fee schedule was approved that created separate categories of For-Profit and Non-Profit groups as well as discounted hourly rates for long-term rental groups. The fee structure was developed as a direct result of the information received in the proposal responses and analyzed to determine what pricing the market would bear by category. The average hourly rate per short course
lane proposed by swim groups was $12.17 and the average per lane hour proposed by water polo groups was $6.56. Therefore, higher rates were set for swimming and for-profit categories, and an “Alternate Use” category was created to encompass water polo programs and other use categories as appropriate.

Following the direction from City Council on February 5th, staff’s approach to allocating space was to first work with the two swim clubs to begin allocating space starting during the peak time hours. Staff’s decision to first proceed with the two swimming clubs was in response to satisfying the criteria of “prioritize programs with the greatest number of participants during peak times.” Additionally, and as a result of the approved fee schedule, swim teams would be charged a higher hourly rental rate, thereby addressing the criteria to “maximize financial impact.”

Staff granted Alpha Aquatics “priority” as directed by offering them the preferred schedule with an earlier start time as well as the added four lanes of the teaching pool as requested. It is important to note that none of the groups have or will receive all of their original request for space. For example, Alpha Aquatics compromised their original request from 14 lanes to 10 lanes at staff’s request in order to accommodate all four groups to satisfy the criteria to “offer diversity of programs.” Alpha Aquatics is currently scheduled for peak hours from 5:00-7:00pm Monday through Friday in the competition pool and the entire teaching pool from 5:00-8:00pm Monday through Thursday and 5:00-7:00pm on Fridays. Beach Cities Swimming was then granted weekday peak hours of Monday through Friday from 6:00-8:00pm in 10 lanes. Both clubs have some lanes reserved for early morning and weekend training as well.

Staff then proceeded to identify the remaining available space that would be allocated between the two water polo clubs. The available space was determined as follows:

**Aquatics Center:** Half-Pool beginning at 7:15pm expanding to the full pool at 8:15pm with a flexible end time, Monday through Friday, and full pool availability after 11:00am on Saturdays and Sundays.

**The Plunge:** 6:00-7:00pm Monday through Friday (may have some flexibility on start/end times, depending on the group’s needs)

Based on its higher residency rate, staff proceeded to meet with South Bay United to discuss the available water polo space and determine how it would be allocated between the two groups. However, the discussion was stalled when the group requested that the item return to City Council for clarification. At this time, SBU was under the impression that they were granted, by City Council on February 5th, priority space during peak times. This was not staff’s interpretation of the direction, and thus the allocation of water polo groups was postponed pending further Council discussion.

On March 5th, Recreation Superintendent Areicia Hester and Recreation Supervisor Jeanette Gant represented the Department and addressed the City Council to receive the clarification of direction. The City Council upheld the previously set criteria and clearly stated that all four youth groups were to be accommodated.

Next, due to a variety of circumstances (planned vacations, resignation of Recreation Supervisor, and other high-priority work activities), staff was unable to meet with the water polo groups immediately, but were working on a plan to proceed with the next steps to allocate the available space. Before staff was prepared to make a determination on a proration of space, South Bay United returned to City Council on March 19th to once again state their position on space allocation and ask for clarification.
Because the item was not on the agenda for discussion, City Council requested that staff return with an update on April 16th.

On April 1st, staff sent separate emails to each water polo club director requesting supplemental information related to two of the selection criteria. First, each group was asked to submit a response that described how their respective club offers a diverse set of programming options and explain how a diverse program benefits the club and the greater aquatics community. Next, each club was provided a listing of residential addresses within the Wiseburn Unified School District (WUSD) and asked to submit final residency counts of El Segundo Residents and WUSD residents as well as a breakdown of how many athletes by age group. The club was asked to return this information with a signed verification that the residency numbers as submitted were true and accurate and reflected current and active members only.

Next, staff requested that a meeting be scheduled to include representatives from both groups to work together to come to agreement on how to divide the available space. On April 10th representatives from Trojan Water Polo and South Bay United met with the City’s Director of Recreation and Parks and the Recreation Superintendent to discuss the Department’s determination in dividing the space with the intention of reaching a resolution.

Staff presented the following:

- The available time for water polo clubs would be split 60/40
- The team with the higher residency percentage would be granted “priority”
- “Priority” would consist of the higher allocation of space, 60%, as well as first pick of the selection of days
- It was determined that South Bay United (SBU) would have priority based on their resident rates
- The 60% would be made up of 3 weekdays (must include Friday) and 1 weekend day
  - SBU was offered first choice of either M/W/F or T/Th/F
  - SBU was offered first choice of Saturday or Sunday

Additionally, space would be made available for early entry at the Plunge on weekdays in the same 60/40 split, with SBU given the opportunity to select their choice of days with the same parameters as with the Aquatics Center.

Ultimately South Bay United requested additional time to make their selection to allow their coaches and board members to weigh in on the decision. Later the same day, SBU informed the City of their selections, and have opted for M/W/F/Sat at the Aquatics Center and M/W/F at the Plunge. Subsequently, Trojan was notified of the selection and agreed to pool time on T/Th/Sun at the Aquatics Center and T/Th at the Plunge. Staff looks forward to finalizing contracts with the two groups and setting start dates as soon as possible.
EL SEGUNDO CITY COUNCIL
AGENDA ITEM STATEMENT
AGENDA DESCRIPTION:
Consideration and possible action to approve the design concepts for Acacia Park and Washington Playground as presented by RHA Landscape Architects-Planners and recommended by the Recreation and Parks Commission. (Fiscal Impact: $950,000)

RECOMMENDED COUNCIL ACTION:
(1) Approve Acacia Park Concept 2 design option (includes removal of the existing swimming pool and restroom) to proceed to the construction document phase of the project; and,
(2) Approve Washington Playground Concept 1 design option to proceed to the construction document phase of the project; and/or
(3) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
(1) Acacia Park – Concept 1 (with pool) & Cost Estimate
(2) Acacia Park – Concept 2 (without pool) & Cost Estimate *Recommended Option
(3) Washington Playground – Concept 1 & Cost Estimate *Recommended Option

FISCAL IMPACT: $950,000
Amount Budgeted: $820,000
($620,000 General Fund CIP + $200,000 Sewer Fund)

Additional Appropriation: None at this time – (Staff will request additional funding in the amount of $130,000 during the May 7, 2019 mid-year review which is required to cover the staff recommendation, Concept 2, for the Acacia Park project to cover the contingency, general conditions, construction document preparation services and any minor design revisions as needed)

Account Number(s): TBD

STRATEGIC PLAN:
Goal: 4 Develop Quality Infrastructure
Objective: 1 El Segundo’s physical infrastructure supports an appealing, safe and effective community.

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

BACKGROUND & DISCUSSION:
With the help of RHA Landscape Architects-Planners, LLC., the Recreation and Parks Department has hosted four community meetings to receive feedback and comments from the public to guide the design process for Acacia Park and Washington Playground. The City’s approved budget for construction of these two projects is $550,000 for Acacia Park ($350,000 General Fund CIP + $200,000 Sewer Fund) and $270,000 (General Fund CIP) for Washington Playground. The purpose of the community engagement sessions was to hear from the residents what amenities they would prioritize to be included or enhanced.

Over the course of the four meetings, total participation was estimated to be about 65-70 attendees in total, with the largest turnout on January 9th for the first unveiling of three design options with about
25 members of the public. The large majority of interest was geared towards Acacia Park and therefore, most of the feedback and direction from the residents was related to the Acacia Park design. The recurring themes and discussions centered around keeping or removing the swimming pool, keeping or removing the restroom building (if the pool remains, a restroom is required), play structures, swings, picnic areas, park safety and lighting, parking and access, shade and trees, and grassy play areas. In one exercise, the swimming pool was ranked the highest in priority; second was swings. Given the overwhelming response to retaining the pool, the architects provided two preliminary design concepts – one with a renovated pool and one without – to show the difference in how the space can be used and also the differences in estimated construction costs.

Usage of Acacia Pool over the past several years has been fractional of that at Hilltop Pool. Acacia Pool is less desirable for some of the following reasons: (a) it is smaller, (b) it is more shallow and geared towards very young children, (c) it has less deck space for parents to supervise and a block wall on the side adjacent to the park limiting sightlines, (d) the weather is often cooler, and/or (e) the park has limited parking for vehicles. The swimming pool has been closed for the past two summers (2017 & 2018) due to the sewer pump construction project. In the summers of 2015 and 2016 the City reduced operations at Acacia Park from seven days a week to two days a week to reduce costs associated with lifeguards and maintenance as a result of the low usage. In 2016, preparation to open for the season and ongoing maintenance activities for Acacia Pool were approximately $18,000, while lifeguard and on-site recreation staff totaled about $7,000, for a total of $25,000 to operate the pool on weekends for twelve weeks (24 operational days x 4 hours per day = 96 total hours). Daily attendance averaged 20 swimmers with just over $400 in revenue from non-resident visitors (residents swim at no cost with Rec ID Card). Essentially, it cost the City an estimated $260 per operational hour, or $52 per swimmer. It is expected that costs to operate the pool will continue to increase.

Should the City elect to keep the swimming pool, some improvements are recommended to ensure that it is in the same quality condition as the new surrounding park area, is compliant with all accessibility laws and public health codes, integrates well with the new park design, and offers a superior recreational experience to its users. Some mechanical improvements may be needed as well, and a new restroom would be required to be compliant with state and federal building codes and other applicable laws. Pool renovations are estimated to cost $280,000 and additional proposed site improvements to the facility would include a shade structure, new fencing, and expanded deck area, for $140,000 more. Additionally, the required new restroom building is estimated at $170,000. Acacia Park Concept 1 is currently estimated to cost about $1.3 million before contingencies and general conditions, for an estimated grand total over $1,700,000.

Acacia Park Concept 2 is similar in layout as Concept 1 but removes the existing swimming pool and restroom building. The swings are then relocated from the center of the grass area to the east edge of the park, allowing for six swings instead of four, expansion of the grassy play area in the center of the park, and additional play structure elements such as the accessible merry-go-round adjacent to the swings. Some residents voiced a desire to maintain a restroom even if there was no pool and accessibility for people with disabilities was a priority for some nearby residents. The ongoing maintenance, custodial services, and personnel to open/close restrooms year-round would be an added ongoing expense that is currently not budgeted. Other residents feel that restrooms are not necessary and have the potential to attract unwanted activity. From an industry perspective, most neighborhood parks of this size are purposely designed without restrooms assuming most visitors live within a half-mile radius. As designed, Concept 2 is estimated to cost approximately $535,000 plus contingency. The attached budget estimate from RHA Landscape Architects-Planners, LLC, incorporates a 15% contingency and 10% for general conditions, totaling $677,106; typically the City awards contracts with 10% contingency. The current allocation is $550,000. Staff will be requesting an additional $130,000 during the mid-year review scheduled for the May 7th City Council meeting; the request for
the additional funds would also be utilized for contract services for the architects to prepare construction documents.

The renovation of the Washington Park Playground focuses on upgrading the accessible pathways from the sidewalk to the play area, replacing the sand surfacing with rubber pour-in place, and installing nature-themed play structures, better seating areas and improved landscaping. The selected play equipment would include a cargo net type play element that would be unique from other play areas in El Segundo. The play area footprint will remain the same as the existing play area. The estimated project cost as designed is within the $270,000 all-inclusive budget.

At a Special Meeting of the Recreation and Parks Commission on March 13, 2019, the Commission voted 4-0 in favor of recommending the City proceed with Washington Park Concept 1 as designed and 3-1 in favor of recommending Acacia Park Concept 2 (without the pool and restroom). The majority of the Commission expressed a desire to be fiscally responsible given the estimated renovation costs of retaining the swimming pool at Acacia Park and how those potential costs relate to the actual usage of the pool, as well as the pool’s limitation in programming opportunities.

Staff is requesting the City Council to provide a recommendation consistent with the Recreation and Parks Commission and to approve the final design concept for Washington Park Playground and Concept 2 for Acacia Park. Staff will come back during the mid-year review on May 7 to request an additional $130,000 to the project to cover contingencies, general conditions and construction document preparation. If additional funds are not allocated, staff and the architects would review the designs and determine what to remove or value engineer, which would likely be fewer or smaller play structures and replacing rubber playground surfacing with another accessible surface such as wood chips.

Once the design concepts are approved, staff will proceed with contract services to prepare construction documents, preparation of the Plans & Specifications and bid package, put the project out to public bid, select the lowest responsible bidder and award a contract, then proceed with construction. This process will take several months to complete and it is estimated that construction would likely commence in Spring 2020, with completion by early Summer 2020. In the interim, Acacia Park has been re-opened with a large natural turf area, wood chip border, three new concrete picnic tables (that will be used in the new design), and existing shade trees.
# Acacia Park - Final Concept 1
Renovated Pool & New Restroom

$1,769,035 total with 25% contingency

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Sub-Total $1,286,571
25% Contingency $321,643
Sub-Total $1,608,214
10% Mobilization & Gen Conditions $160,821

TOTAL $1,769,035
RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.

Opinion of Probable Cost for:  
Acacia Park - Final Concept 2  
Swings in place of Pool & No Restroom  

$677,106 total with 15% contingency

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<th>UNIT PRICE</th>
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Sub-Total $535,262
15% Contingency $80,289
Sub-Total $615,551
10% Mobilization & Gen Conditions $61,555

TOTAL $677,106
# RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.

**Opinion of Probable Cost for:**

**Washington Park - Final Concept**  
Nature Play Theme

$266,319 total with 15% contingency

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<th>UNIT PRICE</th>
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Sub-Total $210,529  
15% Contingency $31,579  
**Sub-Total $242,108**  
10% Mobilization & Gen Conditions $24,211  
**TOTAL $266,319**