



SPECIAL AGENDA EL SEGUNDO CITY COUNCIL

350 MAIN STREET

DUE TO THE COVID-19 EMERGENCY, THIS
MEETING WILL BE CONDUCTED PURSUANT TO THE
GOVERNOR'S EXECUTIVE ORDER N-29-20.

How Can Members of the Public Observe and Provide Public Comments?

Residents are strongly encouraged to participate remotely via Spectrum Channel 3 and 22, AT&T U-verse Channel 99 and/or El Segundo TV at YouTube.com. Members of the Public may provide comments electronically by sending comments to the following e-mail address, with a limit of 150 words and accepted up until 30 minutes prior to the meeting: PUBLICCOMMUNICATIONS@elsegundo.org, ***in the subject line please state the meeting date and item number.*** Depending on the volume of communications, the emails will be read to Council during public communications and are subject to disclosure under the Public Records Act.

Members of the Public may also provide comments in the designated area in Council Chamber up to and during public communication portion of the meeting. Members of the public must observe "social distancing" requirements at all times, *i.e.*, remain six (6) feet from other attendees during the entirety of the event or gathering.

Additional Information

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 state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

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.

SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL

TUESDAY, AUGUST 18, 2020 - 6:00 P.M.

(Will run simultaneously with Regular Open Session)

CALL TO ORDER

INVOCATION – Tracy Weaver, City Clerk

PLEDGE OF ALLEGIANCE – Council Member Nicol

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.*

SPECIAL PRESENTATIONS:

- a) Proclamation – August as Black Owned Business Month

A. CONSENT CALENDAR:

1. Authorize the City Manager to sign an agreement with Los Angeles County Registrar Recorders County/County Clerk’s Office (“RR/CC”) to host a 24-hour Vote by Mail (VBM) drop box located within the City of El Segundo’s Civic Center (350 Main Street).

ADJOURNMENT

POSTED:

DATE: August 17, 2020

TIME: 5:20 PM

BY: Tracy Weaver, City Clerk 

Proclamation

City of El Segundo, California

WHEREAS, El Segundo recognizes the hardships that have been created by our current times for many individuals, families, for-profit businesses alike; and

WHEREAS, the City has and continues to encourage community members to shop locally in support of our El Segundo-based establishments to help maintain a robust economy and ongoing job opportunities within businesses both large and small; and

WHEREAS, the staff and officials of the City of El Segundo take seriously our commitment to equity and fairness for all of people, organizations and businesses within our community; and

WHEREAS, National Black Business Month was launched in California in 2004 with intended practical goals such as celebrating, highlighting and supporting minority-owned commerce as well as generating awareness for the policy issues affecting African-American entrepreneurship; and

WHEREAS, According to a recent survey by the U.S. Census Bureau, there are approximately 2.6 million black-owned businesses in this country, employing nearly one million employees and generating annual revenues of roughly \$200 billion; and

WHEREAS, finding comprehensive lists of local shops, restaurants and professional services is as easy as a web search and because of online technology patronizing black-owned businesses is easier than ever.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim August 2020 as “**Black Owned Business Month**” in El Segundo and encourages citizens, their families, and friends to take the opportunity to celebrate, promote, support and shop at black-owned businesses.



Mayor Drew Boyles

Mayor Pro Tem Chris Pimentel

Council Member Scot Nicol

Council Member Carol Pirsztuk

Council Member Lance Giroux

**EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT**

MEETING DATE: August 18, 2020
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Authorize the City Manager to sign an agreement with Los Angeles County Registrar Recorders County/County Clerk's Office ("RR/CC") to host a 24-hour Vote by Mail (VBM) drop box located within the City of El Segundo's Civic Center (350 Main Street).

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Clerk and City Manager to determine the optimal location for a 24-hour Vote by Mail (VBM) drop box located in the City of El Segundo's Civic Center.
2. Authorize the City Manager to enter into a five-year agreement with RR/CC for a VBM drop box located in the City of El Segundo's Civic Center.

ATTACHED SUPPORTING DOCUMENTS:

1. Draft Agreement
2. Picture of recommended location
3. Picture of 24-hour drop box


FISCAL IMPACT:

None

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

STRATEGIC PLAN:

- Goal:** 1 Enhance Customer Service, Engagement, and Communications
- Objective:** A El Segundo provides unparalleled service to internal and external customers.

ORIGINATED/APPROVED BY: Tracy Weaver, Elected City Clerk 

WRITTEN BY: Mona Shilling, Deputy City Clerk II

APPROVED BY: Scott Mitnick, City Manager 

BACKGROUND AND DISCUSSION:

Per California State Executive Orders and a motion passed by the Los Angeles County Board of Supervisors, all LA County voters will be mailed a Vote by Mail (VBM) ballot. In response, the Los Angeles County Registrar Recorders County/County Clerk's Office RR/CC created service areas throughout the County to identify the best locations for drop box locations:

- One VBM drop box location for every 15,000 registered voters
- RR/CC is estimating between 380-400 VBM drop box locations
- Targeting libraries, parks and city halls

This provides voters with options to safely drop off their VBM ballots at familiar and convenient locations in their communities. The RR/CC has selected the City of El Segundo's Civic Center as an ideal location.

The 2020 November General Election will be run in a way that provides voters with many options to safely cast their ballots. One of these options is the 24-Hour VBM drop box. It will provide:

- A safe and secure ballot drop box that will be installed in an accessible and convenient external location
- Available to voters 24 hours a day during the voting period
- Ensures that employees and voters comply with COVID-19 social distancing regulations
- Does not require employees physically handle or monitor the ballot drop box
- RR/CC will facilitate and coordinate pickup of ballots throughout the voting period
- RR/CC is responsible for all costs associated with the installation of the secure ballot drop box
- RR/CC is 100% responsible for the monitoring and maintenance of the drop box
- Approximate box size: 32" X 32" X 56"

If approved, the term of the agreement is for a minimum of 5 years and the City will not be able to terminate the agreement during that time period. The City must also ensure that there are no political campaign signs or literature, and no election activities, within 100 feet of the drop box during the public voting period.

RECOMMENDATION:

The City Clerk's Office recommends City Council approve the City of El Segundo hosting a 24-hour VBM drop box for the City's residents and business community. It provides voters another alternative to vote and drop of their VBM ballots 24/7 and offers a safe and secure option to the City's voting community.



DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT XVI VOTE CENTER FACILITY DROP BOX USE AGREEMENT (PUBLIC)

Agreement and authorization is granted by City of El Segundo ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

El Segundo City Hall

350 Main St. El Segundo, CA 90245

For and in consideration of the following conditions, the parties hereby agree as follows:

Term: This Agreement is entered into this ___ day of _____, 20___ upon the execution hereof by the Parties and shall expire five (5) years thereafter (Initial Term), unless sooner terminated or extended, in whole or in part, as provided in this agreement. Upon expiration of the initial term, and upon a mutual agreement executed by the RR/CC and Host, parties may renew this Agreement for an additional ___-year period ("Extended Term").

Use of the Facility: Upon receiving notice from RR/CC no later than 45 days prior to an Election or no later than 45 days prior to an odd-year or special, unscheduled election, Host permits access to the agreed upon designated space/drop box location as stated in the 24-Hour Drop Box Plan (Attachment A).

Facility Requirements:

Host permits access to the agreed upon designated space for the installation of the 24-Hour Drop Box as depicted in the Designated Space Schematic (Attachment B).

Host will ensure access to the designated space and the 24-Hour Drop Box to the public.

Host will permit access to RR/CC staff and vehicles to take all actions necessary to install, uninstall and/or modify drop box, open/close drop box, retrieve ballots, perform maintenance, and comply with applicable laws and regulations governing drop boxes.

In the event there is an issue related to the drop box, host will contact RR/CC at the contacts listed in the 24-Hour Drop Box Plan to report the issue.

RR/CC will be responsible for all costs associated with the purchase and installation of the 24-Hour Drop Box. The 24-Hour Drop Box will be removed following the completion of the initial term of this agreement, at the completion of the extended term, as otherwise provided herein or as mutually agreed upon in writing by the parties. RR/CC will be responsible for all costs associated with the removal of the 24-Hour Drop Box. Upon removal, the RR/CC will return the designated space to the condition it was in at the time of installation, or as close as possible to the condition it was in at the time of installation.

Parking Requirements: Host agrees to provide sufficient parking, including accessible spaces, and a waiver of any parking fees for RR/CC staff and voters where possible.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space twenty-four (24) hours a day beginning thirty-one (31) days before an election.

Promotions and Political Material: Host agrees to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated space and not conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Except for the occurrence of a natural disaster causing damage or otherwise adversely affecting the designated space/drop off location, or unforeseen building/structural damage to the designated space/drop off location, which shall be solely determined by the RR/CC, Host shall not terminate or change the location and this Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space/drop box location. In the event any provision of this Agreement contradicts Council of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide a certificate of self-insurance.

Indemnity Agreement: Agency shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the Agency, its trustees, officers, agents, employees, or volunteers.

County shall indemnify, defend and hold harmless Agency, its trustees, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents, employees, or volunteers.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

Los Angeles County
Registrar-Recorder/County Clerk

Name

Signature & Date

Signature & Date

Printed Name and Title

Printed Name and Title



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

24-HOUR DROP BOX PLAN November 3, 2020 Primary Election

The following constitutes the mutually agreed upon 24-Hour Drop Box Plan for the **November 3, 2020 Primary Election** by City of El Segundo ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC'), for the use of the facility space specified below:

El Segundo City Hall

350 Main St. El Segundo, CA 90245

Contact List – Host

Primary Contact Name		Phone #	
Email Address		Alternate Phone #	
Secondary Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List – RR/CC

Primary Contact Name	Adrian Avelar or Laura Herrera	Phone #	562-462-2835
Email Address	VBMDropOff@rrcc.lacounty.gov	Alternate Phone #	562-345-8372
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Access Schedule

Host has agreed to grant access to the public and RR/CC to the designated space and drop box for the following dates:

Start Date	End Date
October 5, 2020	November 3, 2020

During the above period, the public and RR/CC shall have access to the designated space twenty-four (24) a day for the entirety of the voting period.

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit signage and vehicle traffic to the mutually agreed upon areas depicted in Attachment 'B'.

Additional Access Considerations

Please specify any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Gate keys, Access Badges, Parking Passes, etc.):

DRAFT

Designated Space Schematic (Attachment B)

Box shall be installed in the space marked below. In the event an alternative location is identified and agreed upon by both parties, this agreement can be amended with a revised Attachment B.

DRAFT









24-Hour Drop Boxes

Standard Box

- 32" x 32" x 52"
- 140 lbs empty
- Walk up access only
- 5,000+ ballot capacity



Large Box

- 65" x 40" x 50"
- 3,000 lbs empty
- Walk up and drive up access
- 8,000+ ballot capacity



Ballots will be retrieved at least twice a week during the first 20 days of the voting period. For the last 10 days, ballots will be picked up at least every other day and potentially daily. All boxes will be secured at 8:00pm on Election Day.